Terms and Conditions
(Last Updated: May 2017)

Welcome to the official Web site of GIRL SCOUTS OF NORTHEASTERN NEW YORK, a 501(c)(3) non-profit organization headquartered in Albany, New York. Our online properties are comprised of, but not limited to, all pages found under www.gsneny.org. These terms and conditions apply to these sites and other sites, and mobile apps or other online services we operate that link to these terms (collectively, referred to below as the site).

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING ANY OF GIRL SCOUTS OF NORTHEASTERN NEW YORK WEB SITES. By using the pages on this site, you signify your agreement to these Terms and Conditions. If you do not agree to these terms of use, please do not use the site. We reserve the right, at our discretion, to change, modify, add, or remove portions of these terms at any time. Please check these terms periodically for changes. Your continued use of the site following the posting of changes to these terms will mean you accept those changes.

OWNERSHIP AND RESTRICTIONS ON USE OF MATERIALS

Unless otherwise noted, all materials, including images, illustrations, designs, icons, photographs, video clips, and written and other materials contained on the site (collectively, the "Contents") are protected by copyrights, trademarks, trade dress, and/or other intellectual properties owned, controlled, or licensed by GIRL SCOUTS OF NORTHEASTERN NEW YORK or Girl Scouts of the USA, respectively.

The Contents of the site are intended solely for personal, noncommercial (other than for the purchase of merchandise from our site) use by the users of our site. You may view, copy, and print the Contents displayed on this site subject to the following conditions:

(i) you use the material for noncommercial use only,
(ii) you keep intact all copyright and other proprietary notices,
(iii) you make no modifications to any materials,
(iv) you do not use the materials in a manner that suggests an association with any of our products, services, or brands, and
(v) you do not download quantities of materials to a database that can be used to avoid future downloads from the site.

For purposes of these terms, the use of any such material on any other Web site or computer environment is prohibited. No right, title, or interest in any downloaded Contents or software is transferred to you as a result of any such downloading or copying. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell or participate in any sale of, or exploit in any way, in whole or in part, any of the Contents, the site, or any related software. You may not attempt to decompile or reverse engineer any of the software used by GIRL SCOUTS OF NORTHEASTERN NEW YORK as part of the web sites.

REGISTRATION AND ACCOUNT SECURITY

Certain features of the site provide you with the option of setting up an account for which you will receive a user ID and password. User IDs and passwords are confidential and proprietary. It is a violation of these Terms and
This draft policy is intended to be used as a guideline only. As a separate 501(c)(3) entity, each council must adapt these policies to their own individual operations, needs, capabilities, and circumstances. Each council should also consult with its own legal counsel to ensure compliance with all applicable laws and regulations.

COPYRIGHT AND TRADEMARK INFORMATION

Girl Scouts of the USA has the sole and exclusive right by virtue of its Congressional Charter, 36 U.S.C. § 80301 et. seq., to have and use all service marks, trademarks, emblems, badges, descriptive or designating marks, and other words now or heretofore used in carrying out its program and is the owner of the GIRL SCOUTS name, service mark, and trademark, and of all other associated names, marks, slogans, insignias, logotypes and designs, including but not limited to the distinctive TREFOIL design mark, the GSUSA uniforms and other indicia, the names and marks "Girl Scouts of the United States of America", "Girl Scout Daisies", Girl Scout Brownies", "Girl Scout Juniors", "Girl Scout Cadettes", "Girl Scout Seniors", and "Girl Scout Ambassadors", and such trademarks and service marks as WHERE GIRLS GROW STRONG, FOR EVERY GIRL EVERYWHERE, GIRLSPORTS, and GIRL SCOUT COOKIES (hereinafter collectively identified as the "Intellectual Property"). GIRL SCOUTS OF NORTHEASTERN NEW YORK has been granted permission by Girl Scouts of the USA to use, reproduce and distribute the Intellectual Property solely in connection with Girl Scouting.

All other trademarks displayed on this site or through links to other sites are the property of the respective trademark owners.

CLAIMS REGARDING COPYRIGHT INFRINGEMENTS

Pursuant to the Digital Millennium Copyright Act (17 U.S.C. § 512), GIRL SCOUTS OF NORTHEASTERN NEW YORK has implemented procedures for receiving written notification of claimed copyright infringement. We also have designated an agent to receive notices of claimed copyright infringement. If you believe in good faith that your copyright has been infringed, you may submit a notice to INFO@GSNENY.ORG. To be effective, a notice must be a written communication provided to GIRL SCOUTS OF NORTHEASTERN NEW YORK and must contain:

1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;

2. A description of the copyrighted work that you claim has been infringed;

3. A description specifying the location of the material that you claim is infringing;

4. Your telephone number and e-mail address;

5. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and

6. A statement by you, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner’s behalf.
This draft policy is intended to be used as a guideline only. As a separate 501(c)(3) entity, each council must adapt these policies to their own individual operations, needs, capabilities, and circumstances. Each council should also consult with its own legal counsel to ensure compliance with all applicable laws and regulations.
USER COMMENTS, FEEDBACK, SUBMISSIONS, AND POSTINGS

[GSNENY] may allow you to communicate, submit, upload, transmit or otherwise make available text, images, audio, video, and other content through the site (collectively, the “Submission(s)”), including in the form of comments, feedback, submissions, or other information. By transmitting Submissions on or through the site, you grant GSNENY a perpetual, irrevocable, worldwide, royalty-free, assignable, sublicensable license to use, reproduce, store, modify, display, distribute, prepare derivative works based on, and transmit such Submissions, and you waive any and all moral rights and publicity rights in such Submissions. GSNENY will not be required to treat any Submission as confidential, and will not be liable for any ideas for its business (including without limitation, product, or promotion ideas) and will not incur any liability as a result of any similarities that may appear in future GSNENY business. GSNENY will be entitled to use the Submission for any noncommercial or other purpose whatsoever, without compensation to you or any other person sending the Submission. You acknowledge that you own whatever material you submit, and use of your Submission by GSNENY will not infringe or violate the rights of any third party.

You may not make any Submissions that (i) are or may reasonably be considered to be, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, bigoted, hateful, or racially, ethnically or otherwise offensive or objectionable, (ii) violate any law, statute, ordinance, or regulation (including, but not limited to, those governing export control, intellectual property, consumer protection, anti-discrimination, or false advertising), or (iii) are known to you to be false, inaccurate, or misleading.

GSNENY has the right, but not the obligation, to monitor, screen, block, post, remove, modify, store and review Submissions or any other communications sent through the site, at any time and for any reason, including to ensure that Submissions conform to these terms, without prior notice to you. We are not responsible for, and do not endorse or guarantee, the opinions, views, advice or recommendations in any Submissions posted or sent by users.

REPORTING OF ABUSIVE OR UNLAWFUL SUBMISSIONS OR CONTENT

If you have knowledge of abusive, infringing or otherwise unlawful Submissions or other content on the site, we want to know. Please send an e-mail to INFO@GSNENY.ORG describing the content or conduct in detail, including the Web site address where the content is found and the date and time viewed, and we will investigate removing this material from the site. For claims regarding alleged copyright infringement, see the contact information in that section above.

LINKS TO OTHER WEB SITES AND SERVICES

This site may be linked to other sites and services that are not maintained by GSNENY. GSNENY is not responsible for the content of those sites. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality, or decency of material contained in sites listed on or otherwise linked to the site. The inclusion of any link to such sites does not imply endorsement by GSNENY. GSNENY does not accept any responsibility for the accuracy of the information on those sites. 

This draft policy is intended to be used as a guideline only. As a separate 501(c)(3) entity, each council must adapt these policies to their own individual operations, needs, capabilities, and circumstances. Each council should also consult with its own legal counsel to ensure compliance with all applicable laws and regulations.
NEW YORK makes no representations whatsoever about any other Web site which you may access through this one.

Please exercise discretion while browsing the Internet. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. Please keep in mind that whenever you give out personal information online that information can be collected and used by people you don't know. While GIRL SCOUTS OF NORTHEASTERN NEW YORK strives to protect your personal information and privacy, we cannot guarantee the security of any information you disclose online; you make such disclosures at your own risk.

We reserve the right to disable links from third-party sites to the site.

**JURISDICTIONAL ISSUES**

This publication is distributed internationally and may contain references to programs, products, and services that are not available in your country, state, or particular location. These references do not imply that the GIRL SCOUTS OF NORTHEASTERN NEW YORK intends to announce or provide programs, products, or services in your country, state, or particular location.

Unless otherwise specified, the Contents on any site are presented solely for these purposes of promoting programs, products, services, and other content available in the United States and its territories, possessions, and protectorates. Those who choose to access a site do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

**GENERAL PROVISIONS**

These Terms and Conditions will be governed and be interpreted pursuant to the laws of the State of NEW YORK, United States of America, excluding its conflicts of law rules. You expressly agree that the exclusive jurisdiction for any claim or action arising out of or relating to these Terms and Conditions or your use of the site shall be filed only in the federal courts located in NEW YORK. If any part of these Terms and Conditions is unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions. Possible evidence of use of this site for illegal purposes will be provided to law enforcement authorities. This is the entire agreement between the parties relating to the use of this site.

GIRL SCOUTS OF NORTHEASTERN NEW YORK can revise these Terms and Conditions at any time by updating this posting.

**TERMINATION**

These terms are effective until terminated by either party. You may terminate these terms at any time by discontinuing use of the site and destroying all Contents obtained from the site and all related documentation and all copies and installations thereof, whether made under these terms or otherwise. Your access to the site may be terminated immediately without notice from us if in our sole discretion, you fail to comply with any term or provision of these terms. Upon termination, you must cease use of the site and destroy all Contents obtained from the site and all copies thereof, whether made under these terms or otherwise.

This draft policy is intended to be used as a guideline only. As a separate 501(c)(3) entity, each council must adapt these policies to their own individual operations, needs, capabilities, and circumstances. Each council should also consult with its own legal counsel to ensure compliance with all applicable laws and regulations.
HOW TO CONTACT US

Please see contact information in the relevant sections above regarding reporting copyright infringement or other unlawful content. If you have any comments or questions regarding our Terms and Conditions generally, you can contact us at:

GIRL SCOUTS OF NORTHEASTERN NEW YORK
8 Mountain View Ave

Albany, New York 12205

Phone: 518-489-8110
Monday-Friday, 8:30 am – 4:30 pm Eastern Time.

E-mail

You can e-mail us your question at info@gsneny.org and we will get back to you as soon as possible.

Thank you for visiting our site.