

Privacy Policy/Terms of Use

Revised August 15, 2019, Effective August 15, 2019

- [Disclaimer of Warranties and Limitation of Liability](#)
- [Privacy Policy](#)
- [Registration; Suspension or Termination of Account](#)
- [Interactive Features and User Content](#)
- [Intellectual Property Complaints/Digital Millennium Copyright Act](#)
- [Dispute Resolution](#)
- [General Provisions](#)

By using any Web site operated by Ewing Marion Kauffman School, Inc. ("EMKS", "us" or "we") (including but not limited to kauffmanschool.org), all of which are hereafter referred to as the "Sites" or providing data to us in the course of participating in a program operated by EMKS, you acknowledge that you have read and are bound by (1) the following Terms of Use and (2) the Privacy Policy detailed below which applies to all information collected by EMKS including information collected from you in the course of your use of the Sites, and (3) any EMKS network usage agreements that may apply to the network or web site that you access as indicated on that Site. Please do not hesitate to contact us if you have questions. EMKS reserves the right to modify these Terms at any time by posting a notice on the home page of this Web site. Your use of a Site after the notice is posted indicates you agree to the changes.

I. Disclaimer of Warranties and Limitation of Liability

Unless specifically stated, nothing contained in or through the Sites other than these legal provisions constitutes, nor is intended to constitute, an offer, inducement, promise, or contract of any kind.

The content provided on the Sites is presented as a courtesy to be used only for informational purposes and is not represented to be error free. EMKS makes no representations or warranties of any kind with respect to the Sites or their content, such representations and warranties being expressly disclaimed. EMKS does not warrant that the functions contained in the material will be uninterrupted or error-free, that defects will be corrected, or that the Sites or the servers that make them available are free of viruses or other harmful components.

Moreover, EMKS does not represent or warrant that the content of its Sites is accurate, complete or current for any specific or particular purpose or application. The Sites are not intended to provide nor should anyone consider that they provide legal, accounting, tax or other advice. Such advice should only be rendered in reference to the particular facts and circumstances appropriate to each situation. EMKS encourages you to contact appropriate professional(s) and consultant(s) to assess your specific needs and circumstances and to render such advice accordingly. In addition, EMKS is not endorsing or recommending the use of the means or methods contained on or through this site for any special or particular purpose.

In addition, any links to non-EMKS information or references to unaffiliated organizations are provided as a courtesy and convenience to you. Such links and references are not intended to, nor do they constitute, an endorsement of the linked materials or the referenced organizations by EMKS. The content and views on such links and of such organizations are solely their own and do not necessarily reflect those of EMKS, or the organizations' officers, directors or associates.

In no event will EMKS or any of its officers, trustees or associates be liable for any damages - whether direct, indirect, special, general, consequential, for alleged lost profits, or otherwise - that might result from any use of or reliance on materials or links made available on or through EMKS's Sites.

II. Privacy Policy

Respecting the privacy of the visitors using our Sites and those who provide data to EMKS in furtherance of our programs is a major priority for EMKS. The following statements will help you understand how EMKS collects, uses and safeguards the personal information you provide to us on our Sites.

Please note that this policy applies only to EMKS's Sites and not to any other organizations' Web sites to which we link. Remember that when you use a link to go from an EMKS Site to another Web site, EMKS's Privacy Policy is no longer in effect. Your browsing and interaction on any other Web site, including Web sites EMKS links to, is subject to that Web site's own rules and policies. Please read those rules and policies before proceeding. EMKS does not make any representations about the practices and policies of any organization or Web site we link to and disclaims any liability or responsibility for such other Web site's content, rules, policies or otherwise.

Types of information we collect

The types of information that may be collected on any of EMKS's Sites include: (1) personal information you knowingly choose to disclose that is collected on an individual basis ("voluntary registration"), (2) Site use information collected on an aggregate basis as you and others browse our sites, and (3) Site usage information tied to your personal information.

Voluntary Registration

Visitors to any of EMKS's Sites may knowingly choose to enter their personal information on the Site, for example in connection with creating an account, completing forms or information online to be considered for enrollment with EMKS, applying for a position of employment or notification or when positions of employment are open, communicating with EMKS or its personnel, or otherwise using the functionality that is offered by a Site. When registering, applying or otherwise providing information, visitors may be asked to provide their name, email address, telephone number, work address and other pertinent information. Visitors may also indicate topics of interest, which will assist us in tailoring our content to your needs. Visitors who supply information will be included in our databases which we will use to facilitate the activity for which the information was submitted, to contact the submitter through e-mails and other forms of communications, all of which will be consistent with our charitable purpose.

You may have your name removed from any of our emailing lists at any time, by following the unsubscribe instructions at the bottom of every email. If you do not wish to be contacted or for EMKS to retain your information, please send an email to info@kauffmanschool.org, and ask to have your information removed from the EMKS databases.

Log Files

As is true of most Web sites, our Sites gather certain information automatically and store it in log files. This information includes internet protocol (IP) addresses, browser type, internet service provider (ISP), referring/exit pages, operating system, date/time stamp, on-site bookmarks, on-site subscriptions, clickstream data and site navigation history. We use this information, which does not identify individual users, to analyze trends, to administer the site, to track users' movements around the site and to gather information about our user base as a whole. EMKS may collect this non-personal information even if you are not registered on any of the Sites.

We may also link this automatically-collected data to personally identifiable information. This information is tied to personally identifiable information to provide you with feedback about your experiences on the Sites and to provide you with information that you may find interesting or informative. EMKS may also link this information to a particular individual or combine it with personal information if EMKS has determined that it needs to identify a user because of safety or security issues or to comply with legal requirements. We do not share this automatically-collected data with third parties except those that provide direct services to us to facilitate the upkeep of and services provided through the Sites.

Cookies

To enable us to offer you the best possible experience when you visit EMKS's Sites and to offer continually updated information, we assign you a unique identification number stored in a file on your computer called a "cookie." Cookies by themselves cannot be used to find out the identity of any user. This unique identification number automatically identifies your browser - but not you - to our computers whenever you interact and browse an EMKS Site.

The cookies automatically gather certain usage information like the numbers and frequency of visitors to EMKS's Sites and areas visited on the Sites. We only use such data in the aggregate. This collective data helps us determine how much our customers use parts of our Sites, so we can improve our Sites to ensure that they are appealing to as many people possible.

E-mail Tracking

When you sign up to receive information or mailings from EMKS Sites, we use clear gifs, web beacons or other such e-mail tracking devices to measure the activity of the e-mail, including your clicking on a link within an e-mail and your forwarding of the e-mail. This information is tied to your e-mail address when stored.

Information Use, Sharing and Disclosure

EMKS may use the information described above including any of your personal information collected by EMKS for (1) its internal purposes, including to contact you about the Sites, (2) to facilitate the activity for which you submitted the information (for example enrollment at a school or application for employment), (3) to contact you about EMKS's programs, (4) for other purposes you opt in to accept, and (5) for research purposes, provided any research results will be published in an anonymous form.

EMKS does not rent or sell any personal information about individual users to third parties for marketing or any other purposes. EMKS may disclose your personal information to third parties to operate the Sites, facilitate the activity for which you submitted the information (for example, enrollment at a school or application for employment), or to perform research, subject to the restrictions of this Privacy Policy. EMKS may also disclose your information to third parties in aggregated, anonymous form, including disclosing it to third parties for research purposes so long as such third parties agree to honor the confidentiality of the information and the research is conducted in furtherance of EMKS's charitable purposes.

In addition, EMKS may provide your information to the Ewing Marion Kauffman Foundation and its affiliated entities, each of which is a 501(c)(3) charitable enterprise, which will use the information only as EMKS is permitted to use it under the terms of this Privacy Policy, including agreeing not to sell any information for marketing or any other purposes.

We occasionally hire other companies and individuals to provide services on our behalf, including packaging and mailing, answering customer questions about products or services, sending and tracking postal mail or email, processing data, facilitating employment

decisions, processing enrollment applications and conducting research. We will only provide those companies and individuals the information they need to deliver the service, and they are prohibited from using that information for any other purpose.

The information you provide to EMKS is also used to better understand the content needs of registrants to our Sites and participants in EMKS programs. Our goal in collecting personal information and monitoring visitor traffic patterns through use of cookies, log files, and e-mail tracking is to provide you with the best available Site experience.

EMKS reserves the right to disclose your personally identifiable information to respond to a subpoena, court order or other legal process, to defend EMKS against legal claims, or if EMKS determines it is necessary to investigate or take action in connection with activities that EMKS suspects are illegal, threaten the safety of any person or are in violation of these Terms.

Credit Card Information

If you choose to purchase products or pay for event registrations on EMKS's Sites, you may need to provide personal information and authorization for us to obtain information from various credit services. For example, in addition to the information above, you may need to provide a mailing address, billing address, credit card number and telephone number.

Security

When credit card or other personal information is provided through any of EMKS's Sites, this will be accomplished by establishing a "secure session" using Secure Socket Layer (SSL), or Secure Electronics Transaction (SET) protocols. These protocols encrypt all information before it is sent. The information is scrambled en route and decoded once it reaches our Sites.

Other email communications may not be secure unless you are advised that security measures will be in place prior to you transmitting the information. For this reason, you should not send confidential information, such as Social Security number, through an unsecured email.

Your Consent

By using our Sites, you consent to the collection and use of information by EMKS as outlined in this Privacy Policy. If we decide to change our privacy policies and procedures, we will post those changes on this page so that you always have the opportunity to be aware of what information we collect, how we use it, and under what circumstances we may disclose it.

III. Registration; Suspension or Termination of Account

Registration

To access certain information and functionality, you must register on the Sites and open a user account ("Account"). You are responsible for maintaining the confidentiality of the user name and password associated with your Account and for all activity under your Account, and you may not transfer your Account to another party. You warrant that all information you provide to EMKS is accurate and we request that you update your Account as necessary to keep it accurate and complete.

Suspension or Termination of Account, Access or Group Activity

EMKS reserves the right in its sole discretion to suspend or terminate your Account or to block access to the Sites at any time (1) if it suspects that you have not complied with these Terms, (2) if we receive multiple notices of infringement in accordance with the Digital Millennium Copyright Act relating to your Account(s), or (3) for other reasons that EMKS determines in good faith are necessary or appropriate, including if EMKS suspects you are using or attempting to use the Sites in any way that violates any applicable laws or regulations. EMKS may also suspend or terminate your Account for prolonged inactivity in your Account. We may also terminate your access to or administrative rights in any User Input Room (as defined in section IV(i)) for any of the above reasons. You agree that EMKS is not and will not be liable to you for any loss or damages that may result from our refusal to provide you access to the Sites. You may terminate your Account at any time.

IV. Interactive Features and User Content

(i) EMKS may offer the opportunity for you and others to contribute ideas, comments, questions and other communications to or from the Sites (the "User Content") in message boards, group areas, communities, blogs, e-mail and other features of the Sites ("User Input Rooms") that may be offered from time to time and may be operated by EMKS or by a third party. You shall not (nor cause any third party to) use the Sites to perform any illegal activities (including defaming, abusing, harassing, stalking, threatening or otherwise violating the legal rights - such as rights of privacy -of others) or immoral activities. Specifically, but not by way of limitation, you shall not undertake any of the following types of activities:

- a. transmitting information that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- b. transmitting any material that contains software viruses, Trojan horses, worms, time bombs, cancelbots, or any other computer code, files, or programs which may interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- c. impersonating anyone or any entity, or falsely stating or otherwise misrepresenting your affiliation with a person or entity;
- d. advertising or disseminating commercial content;
- e. interfering with or disrupting the Sites;

f. disrupting the activities or enjoyment of the Sites for other users; or

g. collecting or storing personal data about other users, except as needed for activities permitted on the Sites.

(ii) You should exercise discretion before relying on information contained in User Content. You agree to evaluate, and assume all risks associated with the use of any User Content, including without limitation any risk relating to any reliance on the accuracy, completeness, or usefulness of such User Content. EMKS assumes no responsibility for the information contained in User Content.

(iii) You agree that EMKS, in its sole discretion, may remove any User Content from a User Input Room offered by EMKS, at any time and for any or no reason. You agree that EMKS shall not be liable to you or any third party for any deletion of any User Content on the Sites. You may remove your User Content from the Sites at any time.

(iv) You acknowledge and agree that EMKS may preserve and disclose User Content if required to do so by law or if EMKS believes in good faith that such preservation or disclosure is reasonably necessary to comply with legal process, enforce these Terms, respond to a claim that User Content violates any third party's rights, or protect the right, property or personal safety of EMKS, any users of the Sites, and the public. You also acknowledge that the technical processing and transmission of the Sites, including without limitation User Content, may involve transmissions over various networks and changes to conform and adapt to technical requirements of connecting networks or devices.

(v) EMKS may offer the opportunity for you and others to contribute User Content in User Input Rooms operated by a third party that may be offered from time to time. EMKS assumes no responsibility or liability whatsoever for such User Content, or for the use of any User Input Room operated by a third party. Without limitation to the foregoing, EMKS shall not be liable for the collection, use or disclosure of any personal information by, in or through a User Input Room operated by a third party. In such circumstances, you must refer to any terms of service and privacy statement of the third party operating the User Input Room.

(vi) Subject to any applicable law and the requirements of EMKS's privacy policy, any communications sent by you via this Sites or otherwise to EMKS (including without limitation User Content) are on a non-confidential basis, and EMKS is under no obligation to refrain from reproducing, publishing or otherwise using them in any way or for any purpose related to the Sites or its users. You shall be responsible for the content and information contained in any communication sent by you to the Sites or otherwise to EMKS, including without limitation for its truthfulness and accuracy.

(vii) EMKS does not claim any ownership rights in the User Content you post to the Sites. When you post User Content to the Sites, you grant to EMKS, and you represent and warrant that you have the right to grant to EMKS, an irrevocable, perpetual, non-exclusive, transferable, royalty free, worldwide license (with the right to sublicense) to copy, publicly perform, publicly display, reformat, translate, excerpt, distribute, create derivative works from and otherwise use such User Content for any purpose on or in connection with the Site.

(viii) The administrator of any User Input Room determines its membership and may terminate access by any individual user at any time.

V. Intellectual Property Complaints/Digital Millennium Copyright Act

EMKS respects the intellectual property of others, and requires that our users do the same. EMKS will process notices of alleged infringement which it receives and will take appropriate action as required by the Digital Millennium Copyright Act (DMCA) and other applicable intellectual property laws. If you believe that your work has been copied and is accessible on a Site in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, please provide EMKS's Copyright Agent with the following information in a notice ("Notice"). To be effective, the Notice must be in writing and contain the following information (DMCA, 17 U.S.C. §512(c)(3)):

(i) an electronic or physical signature of the person who is authorized to act on behalf of the copyright owner;

(ii) a description of the copyrighted work that you claim has been infringed;

(iii) identification of the copyrighted work you claim is being infringed (and, if possible, a location where an authorized copy of the copyrighted work exists, for example the URL of the website where it is posted or the name of the book in which it has been published);

(iv) identification of the URL or other specific location on the Sites where the material that you claim is infringing is located (you must include enough information so that EMKS can locate the material);

(v) your address, telephone number, and email address;

(vi) 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

(vii) a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Send the Notice to EMKS's Copyright Agent for notice of claims of copyright infringement as follows:

Mail:

Ewing Marion Kauffman School, Inc.
Intellectual Property Complaints
DMCA Copyright Agent
6401 Paseo Blvd
Kansas City, MO 64131
Phone: 816-268-5660
Email: kpasniewski@kauffmanschool.org

VI. Dispute Resolution

Governing Law

These Terms and the resolution of any dispute related to these Terms or the Sites shall be governed and construed in accordance with the laws of the United States and the laws of the State of Missouri applicable to contracts executed and performed within Missouri, without giving any effect to any conflict of laws rules that may result in the application of the laws of any other jurisdiction. These Terms are deemed executed and enforceable in the State of Missouri.

Binding Arbitration

If a dispute arises between you and EMKS, each party irrevocably agrees to (1) resolve the dispute through binding arbitration conducted in Kansas City, Missouri in accordance with the rules of the American Arbitration Association ("AAA"), (2) bring any dispute to enforce arbitration under these Terms or to pursue injunctive relief exclusively in the federal and state courts located in Jackson County, Missouri, United States of America and (3) submit to the exclusive jurisdiction of those courts and waive any objection to the exclusive jurisdiction of those courts based on forum non conveniens or other grounds. Each party will be responsible for its expenses and an equal share of the arbitrators' and administrative fees of arbitration. Notwithstanding the foregoing, each party will have the right to seek temporary injunctive relief if it determines it is necessary in order to prevent irreparable harm (including infringement of any intellectual property). You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Sites or these terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

VII. General Provisions

Assignment

You may not assign these Terms or any of your obligations under them without EMKS's prior written consent and any attempted assignment is null and void. EMKS may assign these Terms and any of its obligations under them at any time for any reason.

Electronic Communications; Binding and Entire Agreement

You agree that (1) these Terms constitute an agreement "signed by you" under any applicable law; and 2) any notices or other communication regarding your use of the Sites may be provided to you electronically (by posting on the Sites, by email, and other electronic formats) and will be considered received upon posting or other distribution.

Severability

If any of these Terms is determined to be invalid, void or unenforceable for any reason, then the unenforceable provision will be deemed amended in a manner that will most nearly carry out the intent of the provision to the fullest extent permitted by applicable law or deleted if amendment is not possible, and the remaining Terms will be enforceable to the fullest extent permitted by law.

No Waiver

EMKS's failure to enforce these Terms in every instance in which they might apply is not a waiver of any of EMKS's rights, and EMKS reserves its right to take all legal steps available to enforce these Terms.

Site Intended for U.S. Residents

The Sites are intended for and directed to residents of the United States and all advertising claims contained in the Sites are valid only in the United States.