eDESIGN TERMS OF USE

Please read the following Subscription Agreement and accept it for access to Herff Jones, Inc. eDesign.

This Agreement governs use of Herff Jones, Inc. eDesign online page creation program. If you have been authorized to access eDesign, this Agreement also governs use of the Herff Jones Web site. "Service" means those parts of eDesign which you may have been authorized to access.

By selecting the "I Accept" button and accessing or using any part of the Service, you agree to be bound by all of the terms in this Agreement. You should print and keep a copy of this Agreement (see eDesign Help for a printable copy). Herff Jones, Inc. may change the terms in this Agreement. When the terms are changed, Herff Jones, Inc. will notify you by email and/or online postings, as appropriate under applicable law. The changes also will appear in this document, which you can access at any time by selecting "Legal Terms." By accessing the Service after Herff Jones, Inc. has notified subscribers of a change and this Agreement is posted, you agree to be bound by such changes.

To use the Service, you must obtain access to the World Wide Web, either directly or through devices that access Web-based content, and pay any service fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device.

PRIVACY OF INFORMATION

By clicking the "I Accept" button, you also agree that Herff Jones, Inc. may store information you provide as part of the printing process and use such information to inform you about other Herff Jones, Inc. publications, products and services. Herff Jones, Inc. also may deliver additional messages about the Service to you by email. Herff Jones, Inc. will process your information in accordance with the Herff Jones Privacy Policy.

YEARBOOK ADVISER

The Yearbook Adviser is solely responsible for the immediate deletion of any users who are no longer associated with the use of eDesign to create the school's yearbook. Herff Jones, Inc. retains the right to perform security checks on any user at any time that is connecting to eDesign. Furthermore, Herff Jones, Inc. retains the right to delete any users who are inactive.

Any data exchange transactions initiated using the Service are considered binding as long as the user entered a correct password to access the design program.

DISCLAIMER OF WARRANTIES AND LIABILITY

Due to the number of sources from which content on the Service is obtained, and the inherent hazards of electronic submission, there may be delays, omissions or inaccuracies in such content and the Service. Herff Jones, Inc. and its affiliates and agents cannot and do not warrant the accuracy, completeness, timeliness, non-infringement, merchantability or fitness for a particular purpose of the Service. Herff Jones, Inc. and its affiliates and agents shall not be liable to you or anyone else for any loss or damage resulting directly from use of the Service, caused on whole or part by contingencies beyond Herff Jones, Inc. control or errors made in procuring, compiling, interpreting, reporting or delivering the Service and any submission through the Service. In no event will Herff Jones, Inc., its affiliates or agents be liable to you or anyone else for any decision made or action taken by you for any submission of materials to be printed in the yearbook. Herff Jones, Inc. and its affiliates and agents shall not be liable to you or anyone else for any indirect damages (including, without limitation, consequential, special, incidental, indirect, or similar damages) even if advised of the possibility of such damages.



OBLIGATIONS ON TERMINATION

In the event either party terminates this Agreement or terminates the Yearbook Printing Agreement, then Herff Jones, Inc. will eliminate access to the eDesign Service. You acknowledge that Herff Jones, Inc., in its sole discretion, may elect to dispose of all materials submitted by you in connection with printing of the yearbook.

ADDITIONAL LEGAL TERMS AND CONDITIONS

You are responsible for all submissions made and acts or omissions that occur while your password is being used. You may not use the Service for any unlawful purpose. Herff Jones, Inc. may refuse to grant you a user name that impersonates someone else, is protected by trademark or other proprietary right law, or is vulgar or otherwise offensive, as solely determined by Herff Jones, Inc. If any provision in this Agreement is invalid or unenforceable under Indiana law, the remaining provisions will continue in full force and effect. This Agreement, your rights and obligations, and all actions contemplated by this Agreement shall be governed by the laws of the United States of America and the State of Indiana, as if the Agreement was a contract wholly entered into and wholly performed within the State of Indiana. All rights not expressly granted herein are reserved by Herff Jones, Inc.

Privacy Policy

Subject to acceptance of the terms of this agreement, the Yearbook Division of Herff Jones, Inc., grants you, the customer, non-exclusive, revocable, limited access to the Herff Jones eDesign Web site to produce the school's printed yearbook.

You understand any images, articles, yearbook pages, and other content transmitted to Herff Jones using eDesign are for exclusive use by Herff Jones, Inc. on your behalf.

To access services provided by eDesign, only your Yearbook Adviser will be issued a password. Maintaining the confidentiality of that password is solely your responsibility. An authorized school administrator will be responsible for determining whether eDesign should be accessed from a school computer or a non-school computer.

Herff Jones has implemented commercially reasonable technical and organizational measures designed to secure your information from accidental loss and from unauthorized access, use, alteration, or disclosure. However, Herff Jones cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your information for improper purposes.

You acknowledge the potential risks inherent in using web-based technology and agree to hold Herff Jones, Inc. harmless if loss or interception of data occurs while transmitting data to and from Herff Jones, Inc.

eDesign is compliant with both the Children's Online Privacy Protection Act (COPPA) and the Family Educational Rights and Privacy Act (FERPA).