

Welcome to the official website of Girl Scouts of Western New York ("GSWNY"), a New York not-for-profit corporation recognized as tax-exempt under Section 501(c)(3) of the Internal Revenue Code. These Terms and Conditions ("Terms") govern your access to and use of all GSWNY websites, digital platforms, and online services, including www.gswny.org and related online stores and partner platforms (collectively, the "Sites").

By accessing or using the Sites, you agree to be bound by these Terms. If you do not agree, please do not use the Sites.

1. Changes to These Terms

GSWNY may revise these Terms at any time. Material changes will be posted prominently on the Sites with an updated revision date. Continued use of the Sites after such changes constitutes acceptance.

2. Ownership and Permitted Use

All content on the Sites, including text, graphics, images, video, trademarks, and logos (collectively, the "Content"), is owned by or licensed to GSWNY and protected by U.S. and New York intellectual property laws.

You may access and use the Content for personal, non-commercial purposes only, provided that you do not modify the Content and retain all proprietary notices.

3. User Accounts

Certain features may require account registration. You agree to provide accurate information and to safeguard your login credentials. You are responsible for all activity conducted through your account.

4. Privacy and Data Security

GSWNY's collection and use of personal information is governed by its Privacy Policy, which is incorporated by reference. GSWNY complies with applicable New York and federal privacy and data security laws, including the NY SHIELD Act and COPPA, where applicable. Parents or legal guardians must provide consent for the collection of personal information from children under 13.

5. Accessibility

GSWNY is committed to providing accessible digital content in compliance with the Americans with Disabilities Act (ADA), the New York State Human Rights Law, and generally accepted accessibility standards such as WCAG 2.1 Level AA. Users requiring accommodations may contact GSWNY for assistance.

6. User Submissions

By submitting content to the Sites, you grant GSWNY a non-exclusive, royalty-free, worldwide license to use such content for nonprofit and program-related purposes, to the

extent permitted by law. Submissions involving minors must be authorized by a parent or legal guardian.

Prohibited submissions include unlawful, defamatory, abusive, misleading, or infringing content.

7. Third-Party Links and Services

The Sites may include links to third-party websites or services. GSWNY is not responsible for their content, privacy practices, or availability.

8. Disclaimers

The Sites and Content are provided “as is” and “as available.” To the fullest extent permitted by New York law, GSWNY disclaims all warranties, express or implied. Nothing in these Terms limits rights that cannot be waived under applicable law.

9. Limitation of Liability

To the maximum extent permitted by law, GSWNY shall not be liable for indirect, incidental, or consequential damages arising from use of the Sites. This limitation does not apply where prohibited by New York law.

10. Governing Law and Venue

These Terms are governed by the laws of the State of New York, without regard to conflict-of-law principles. Any legal action shall be brought in a state or federal court located within New York State.

11. Termination

GSWNY may suspend or terminate access to the Sites for violation of these Terms.

12. Contact Information

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