

# Website Terms of Use

ILLINOIS ASSOCIATION OF SCHOOL BUSINESS OFFICIALS

## Website Terms and Conditions of Use Agreement (“Terms of Use”)

Last Updated: March 17, 2025

The Illinois Association of School Business Officials, its subsidiaries and its affiliated or controlled organizations (collectively, “Illinois ASBO”) is devoted to the school business management profession and is committed to meeting the evolving professional development needs of its members and stakeholders by preparing individuals to fulfill their professional and ethical responsibilities by offering a comprehensive range of professional development and educational activities, networking and advocacy. Illinois ASBO maintains this website (“Website”) as a resource and service to its members, the public and other interested parties. These Terms of Use apply to all Websites maintained by Illinois ASBO.

### **Agreement**

By using the Website, you agree to this Website Terms and Conditions of Use Agreement (“Terms of Use” or “Agreement”). Illinois ASBO reserves the right to change these Terms of Use from time to time. The current “Terms and Conditions of Use” will always be posted on the Website, and you may view it at any time through the link at the bottom of any public page of the Website.

### **Description of Service**

The Website consists of several sections, some of which have restricted access (e.g., the “Login” section). Respect the security of the Website. Do not attempt to gain access to areas private to Illinois ASBO, its members, employees or designees.

### **Intellectual Property**

The entire contents and design of the Website, including all trademarks, logos, trade names, documents, databases, graphic representations and other information, are the property of Illinois ASBO, or are used by Illinois ASBO with permission, and are protected under U.S. and international copyright and trademark laws, whether or not a notice of copyright, trademark or other proprietary rights appears on the screen displaying the information. Except as otherwise provided herein, users of the Website may save and use information contained on the Website only for personal or other non-commercial, educational purposes. No other use, including, without limitation, reproduction, retransmission or editing, of Website information may be made without the prior written permission of Illinois ASBO, which may be requested by contacting Illinois ASBO at [cpaschal@iasbo.org](mailto:cpaschal@iasbo.org).

### **Limitation of Liability**

In no event shall Illinois ASBO or its affiliates, subsidiaries, officers, directors, members, staff, or agents be liable for any damages of any kind, including, without limitation, any special, incidental, indirect, or consequential damages, whether or not advised of the possibility of such damages, and on any theory of liability whatsoever, arising out of, or in connection with, the use or performance of the Website or any content appearing on the Website.

### **Disclaimer**

Illinois ASBO makes no warranty, guaranty or representation regarding the accuracy, content, completeness, reliability, operability or legality of information contained within the Website, including, without limitation, the warranties of merchantability, fitness for a particular use and non-infringement of proprietary rights. The information, opinions, and recommendations presented within the Website are for general information only. Unless specifically stated otherwise, Illinois ASBO does not endorse, approve, recommend or certify any information, product, process, service or organization presented or mentioned on the Website, and information from the Website should not be referenced in any way to imply such endorsement or approval. Moreover, Illinois ASBO makes no warranty that the Website, or the server that makes it available, is free from viruses, worms, or other elements or codes that manifest contaminating or destructive properties. **Illinois ASBO expressly disclaims any and all liability or responsibility for any direct, indirect, incidental, consequential, special or other damages arising out of any individual's use of, reference to, reliance on or inability to use the Website or the information presented on the Website.** In any jurisdiction that does not permit such a disclaimer of liability, Illinois ASBO's liability shall be limited to the greatest extent allowed by applicable law.

### **External Links**

Links or pointers connecting the Website with other Internet sites are provided as a courtesy only, and do not imply, directly or indirectly, the endorsement, sponsorship, or approval by Illinois ASBO of the linked site, the organization or individual operating the linked site, or any product, service, individual, or organization referenced in the linked site. In general, any website that has an address (or URL) that does not contain "[iasbo.org](http://iasbo.org)" is a linked site. The content of any linked site does not necessarily reflect the opinions, standards, or policies of Illinois ASBO. Linked sites are not under the control of Illinois ASBO and Illinois ASBO is not responsible for the content of any linked site, any links contained within a linked site, any changes or updates to such sites, or the compliance with applicable laws of such linked sites.

### **DMCA Notice and Takedown Procedures**

Illinois ASBO abides by the federal Digital Millennium Copyright Act (DMCA) by responding to notices of alleged infringement that comply with the DMCA and other applicable laws. As part of its response, Illinois ASBO may remove or disable access to material on the Website that is claimed to be infringing, in which case, Illinois ASBO will make a good-faith attempt to contact the person who submitted the affected material so that person may make a counter notification, also in accordance with the DMCA. By posting material to the Website, the posting party represents and warrants that he or she owns the copyright with respect to such material or

has received permission from the copyright owner. In addition, the posting party grants Illinois ASBO and users of the Website the nonexclusive, unrestricted, royalty-free right and license to display, copy, publish, distribute, transmit, print and use such information or other material. Anyone who believes that material posted on the Website infringes on his or her copyrighted work should refer to the [Procedures for Requesting Removal of Infringing Material](#).

### **Choice of Law and Forum**

This Agreement is entered into and performed in the State of Illinois, United States of America, and is governed by the laws of Illinois, exclusive of its choice of law or conflict of laws provisions. In any claim or action directly or indirectly arising under this Agreement or related to the Website, each party irrevocably submits to the exclusive personal jurisdiction of the state courts located in DeKalb County, Illinois, or the United States District Court for the Northern District of Illinois, whichever has jurisdiction, and each party waives any jurisdictional, venue, or inconvenient forum objections to such court.

### **Privacy Policy**

Please click the link to review the terms of the **Illinois ASBO Privacy Policy**, which is incorporated in these Terms of Use by reference and made a part hereof.

### **Complete Agreement**

If any provision or provisions of this Agreement are held by a court or other tribunal of competent jurisdiction not to be enforceable, then such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. These Terms of Use supersede any other statements included elsewhere on the Website that are inconsistent or conflict with these Terms of Use.

### **Discussions & Public Forums**

1. Respect other visitors to this Website. Feel free to express yourself, but do not do anything to injure or harm others. Users are expected to exercise both common sense and courtesy in the messages they transmit from this Website. Defamatory, obscene and other offensive communications are not acceptable forms of communication over this Website and could lead to liability for those engaging in such improper communication.
2. Do not use this Website to conduct activities that may be illegal. The Website may not be used to encourage anything to do with illegal drugs, gambling, pornography, prostitution, child pornography, robbery, spreading computer viruses, cracking into private computer forums, software infringement, trafficking in credit card codes or other crimes.
3. Do not use the Website to defame or disparage Illinois ASBO, its affiliates or subsidiaries or any other persons.
4. Do not use the Website to communicate with competitors about prices or terms of service or otherwise communicate in a way that may provide the basis for an inference that users agreed to take any action relating to prices, services, production, allocation of markets or any other matter having a market effect. Be sensitive to other matters that may raise

particular antitrust concern such as codes of ethics, fees, billing practices and product standardization.

5. Do not upload or distribute files subject to trademark, copyright or other proprietary rights except with the express consent of the owner of the rights. Anyone who believes that material posted on the Website infringes on his or her (or their organization's) copyrighted work should refer to the **Procedures for Requesting Removal of Infringing Material**.
6. This Website may not be used in a manner that violates the Illinois ASBO bylaws or any of its other policies, procedures, rules or regulations.
7. Information posted on this Website will not be treated as confidential. In fact, since this Website's communications may be downloaded without the knowledge of the sender(s), users should use care when posting or sending communications.

### **Amendments**

Illinois ASBO reserves the right to modify or change the terms and rules for use of the Website as they determine from time to time in the best interests of Illinois ASBO. Use of the Website constitutes the user's continuing agreement to be bound by these Terms of Use, as they are amended from time to time.

### **Procedures for Requesting the Removal of Infringing Material**

The owner of a copyrighted work (or the agent for the owner) who believes that material posted on this Website infringes on the copyrighted work may request that the allegedly infringing material be removed from the Website by notifying Illinois ASBO's designated agent for such purposes. The notice of alleged copyright infringement must:

- a. identify in sufficient detail the copyrighted work claimed to have been infringed;
- b. provide the electronic or physical signature of the copyright owner or a person authorized to act on the owner's behalf;
- c. include a statement by the copyright owner or authorized agent that he or she has a good faith belief that the disputed use is unauthorized;
- d. include a statement that the information contained in the request is accurate and an attestation, under penalty of perjury, that the requesting party is the copyright owner or authorized agent; and
- e. include the copyright owner or authorized agent's name, mailing address, telephone number and email address.

A notice of alleged copyright infringement may be submitted to Illinois ASBO's designated copyright agent by mail or email as set forth below:

Illinois ASBO  
Northern Illinois University (IA-103)  
108 Carroll Ave.  
DeKalb, IL 60115  
Telephone: (815) 762-0997  
Email: [cpaschal@iasbo.org](mailto:cpaschal@iasbo.org)

Please note that anyone who submits a false notice and materially misrepresents that content on the Website is infringing may be liable for damages, including court costs and attorneys' fees. Upon receiving a proper notice, Illinois ASBO will remove or disable access to the allegedly infringing material and promptly notify the alleged infringer of the owner's claim. Illinois ASBO also will advise the alleged infringer of the statutory counter-notification procedure described below by which the alleged infringer may respond to the claim and request that his or her material be restored.

Anyone who believes his or her own copyrighted material has been removed by Illinois ASBO from the Website as a result of mistake or misidentification may submit a written counter-notice to Illinois ASBO's designated copyright agent. To be effective, a counter-notice must:

- a. identify the material that has been removed or disabled and the location at which the material appeared before it was removed or disabled;
- b. include a statement consenting to the jurisdiction of the Federal District Court in which the submitting party's address is located, or if the address is outside the United States, for any judicial district in which the service provider may be found;
- c. include a statement that the submitting party will accept service of process from the party that filed the notice of alleged copyright infringement or the party's agent;
- d. provide the submitting party's name, address and telephone number;
- e. include a statement under penalty of perjury that the submitting party has a good faith belief that the material in question was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
- f. include the submitting party's physical or electronic signature.

A counter-notice may be submitted to Illinois ASBO's designated copyright agent by mail or email as set forth below:

Illinois ASBO  
Northern Illinois University (IA-103)  
108 Carroll Ave.  
DeKalb, IL 60115  
Telephone: (815) 761-0997  
Email: [cpaschal@iasbo.org](mailto:cpaschal@iasbo.org)

**Please note that the above is not a substitute for legal advice. Contact your attorney for legal advice to better understand your rights and obligations under the DMCA and applicable laws.**