# 4CSD.com Terms and Conditions

This website is owned and operated by the California Community College Council for Staff Development (4CSD). These Terms set forth the terms and conditions under which you may use our website and services as offered by us. This website offers visitors information and resources for the Professional Development Practitioners in the California Community College system. By accessing or using this website, you approve that you have read, understood, and agree to be bound by these Terms.

## Key commercial Terms offered to customers

When registering for a conference and paying the fee for that conference, you agree that: (i) you are responsible for reading the terms for that conference fee, including the refund policy: (ii) if you are paying by check, you are agreeing to submit a physical check by the date listed or otherwise inform 4CSD that you will need additional time due to purchasing process delays or similar.

The prices we charge for conference fees and sponsorships are listed on the website. We reserve the right to change our prices at any time, and to correct pricing errors that may inadvertently occur. Additional information about pricing is available on the payments page.

Refund Policy

4CSD's sole income is from conference fees and sponsorships. Conference fee refund policy: No refunds after date listed on conference site. Substitution is allowed; contact info@4csd.com for substitutions. Sponsorships are non-refundable but additional promotions can be negotiated if sponsor does not feel that agreed-upon obligations were not met.

## Ownership of intellectual property, copyrights and logos

The Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music and all Intellectual Property Rights related thereto, are the exclusive property of 4CSD. Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works thereof.

## Indemnification

You agree to indemnify and hold 4CSD harmless from any demands, loss, liability, claims or expenses (including attorneys’ fees), made against them by any third party due to, or arising out of, or in connection with your use of the website or any of the services offered on the website.

Limitation of liability
To the maximum extent permitted by applicable law, in no event shall 4CSD be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the service.

To the maximum extent permitted by applicable law, 4CSD assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our service; and (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein.

## Right to change and modify Terms

We reserve the right to modify these terms from time to time at our sole discretion. Therefore, you should review these pages periodically. When we change the Terms in a material manner, we will notify you that material changes have been made to the Terms. Your continued use of the Website or our service after any such change constitutes your acceptance of the new Terms. If you do not agree to any of these terms or any future version of the Terms, do not use or access (or continue to access) the website or the service.

## Promotional emails and content

You agree to receive from time to time promotional messages and materials from us, by mail, email or any other contact form you may provide us with (including your phone number for calls or text messages). If you don't want to receive such promotional materials or notices – please just notify us at any time at info@4CSD.com.

## Preference of law and dispute resolution

These Terms, the rights and remedies provided hereunder, and any and all claims and disputes related hereto and/or to the services, shall be governed by, construed under and enforced in all respects solely and exclusively in accordance with the internal substantive laws of California and the United States of America without respect to its conflict of laws principles. Any and all such claims and disputes shall be brought in, and you hereby consent to them being decided exclusively by a court of competent jurisdiction located in our local county. The application of the United Nations Convention of Contracts for the International Sale of Goods is hereby expressly excluded.

## Customer support details & contact info

 Contact us at info@4CSD.com with any questions or concerns.