Miami-Dade County Public Schools

2016-2017 Online Meal Application

Important Information



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Miami Dade County Public Schools
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1) SITE USE GENERALLY.

1.1. User Information.

You represent, warrant, and covenant that all information You provide to Miami Dade County Public Schools is and will be complete and accurate. By submitting information, You grant Miami Dade County Public Schools the right to share Your information with the School District, including any confidential student information.

1.2. Links to Other Materials.

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1.3. Minors; Territory.

The Site is a government web site and shall not be accessed by persons under the age of 18. Miami Dade County Public Schools operates this site from its office within the United States. Miami Dade County Public Schools makes no representation that content and materials on this site are legal or appropriate for use from outside the United States. If You access this Site from outside the United States, You do so at Your own risk. You may not use the Site in violation of United States export laws and regulations.

2) INTELLECTUAL PROPERTY.

2.1. Trademarks.

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3) DISCLAIMER OF WARRANTIES.

3.1. General.

Miami Dade County Public Schools MAKES NO REPRESENTATIONS OR WARRANTIES THAT (i) THE SITE WILL MEET YOUR REQUIREMENTS, (ii) THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE INFORMATION THAT MAY BE OBTAINED FROM THE USE OF THE SITE WILL BE ACCURATE OR RELIABLE, OR (iv) THE QUALITY OF ANY INFORMATION OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SITE WILL MEET YOUR EXPECTATIONS. Miami Dade County Public Schools UNDERTAKES NO OBLIGATION TO UPDATE, AMEND OR CLARIFY THE SITE.

3.2. No Warranties.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SITE IS PROVIDED TO YOU "AS IS" AND WITH ALL FAULTS WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND. YOUR USE OF THE SITE IS AT YOUR SOLE RISK. Miami Dade County Public Schools Expressly disclaims all warranties of any kind with regard to the site, whether express or implied, including without limitation warranties of merchantability, title, noninfringement, fitness for a particular purpose, lack of viruses, accuracy or completeness, results, and lack of negligence. The entire risk arising out of use of the site remains with you. Miami Dade County Public Schools Makes no commitment to update the site.

4) LIMITATION OF LIABILITY AND REMEDIES.

4.1. Exclusion.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL Miami Dade County Public Schools BE LIABLE FOR ANY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR: LOSS OF PROFITS, LOSS OF CONFIDENTIAL OR OTHER INFORMATION, BUSINESS INTERRUPTION, PERSONAL INJURY, LOSS OF PRIVACY, FAILURE TO MEET ANY DUTY (INCLUDING OF GOOD FAITH OR OF REASONABLE CARE), NEGLIGENCE, AND ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SITE, EVEN IF Miami Dade County Public Schools KNOWS OF, OR SHOULD HAVE KNOWN OF, THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

4.2. Indemnification.

You agree to defend, indemnify and hold Miami Dade County Public Schools harmless from and against any and all claims, liabilities, demands, penalties, forfeitures, suits, judgments and the associated costs and expenses (including attorney's fees), which Miami Dade County Public Schools may hereafter incur, become responsible for or pay out arising out of Your use of the Site or Your breach of any term or provision of the Terms.

5) PRIVACY.

Miami Dade County Public Schools may collect information about You and Your use of the Site. Use and disclosure is governed by the Privacy Policy, which is posted on the Site. By using the Site, You consent to the terms of the Privacy Policy in effect at the time of such use.

6) TERMINATION.

Miami Dade County Public Schools may terminate this Agreement at any time without notice to You for any or no reason. Sections 4, 5, and 7 will survive termination of this Agreement.

7) GENERAL TERMS.

7.1. Modification.

Miami Dade County Public Schools reserves the right at any time and at its sole discretion to change the terms, conditions, and notices under which the Site is offered. Miami Dade County Public Schools may revise the Terms at any time by updating this posting. You should visit this page from time to time to review the then-current Terms because they are binding on You. Certain provisions of the Terms may be superseded by expressly designated legal notices given to You or terms located on particular pages at the Site. Miami Dade County Public Schools also reserves the right at any time and at its sole discretion to modify or discontinue, temporarily or permanently, the Site (or any part thereof) with or without notice. You agree that Miami Dade County Public Schools shall not be liable to You or to any third party for any modification, suspension or discontinuance of the Site.

7.2. Jurisdiction.

The Terms shall be governed by and interpreted according to the laws of the State of Florida, without regard to conflicts of law principles. Miami Dade County Public Schools and You agree that all disputes and litigation regarding the Terms, the Site, and matters connected with its performance or relating to the use of the Site shall be subject to, and they each consent to jurisdiction and venue in, the state and federal courts in Miami, Florida. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provision of these terms and conditions, including without limitation this section.

7.3. Equitable Relief.

You recognize and acknowledge that a breach by You of any of Your obligations under the Terms will cause Miami Dade County Public Schools irreparable damage, which cannot be readily remedied by monetary damages in an action at law. Accordingly, in the event of any default or breach by You, including any action by You that could cause some loss or dilution of Miami Dade

County Public Schools goodwill, reputation, or rights in the Site, Miami Dade County Public Schools shall be entitled to an immediate injunction in addition to any other remedies available, to stop or prevent such irreparable harm, loss, or dilution.

7.4. Entire Agreement.

The Terms embody the entire agreement and understanding between Miami Dade County Public Schools and You with respect to the subject matter of the Terms and supersedes all prior oral or written agreements and understandings relating to the subject matter of the Terms. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in the Terms shall affect, or be used to interpret, change or restrict, the express terms and provisions of the Terms. By checking the "I have read the above and agree" box below and clicking the "Start" button below, you acknowledge that you have read, understood, and agree to be legally bound by the Terms as stated above.

If you do not agree to the above Terms, close your web browser.

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