

NSPL Website Policy

Last updated: November, 2021

Please read these terms and conditions carefully before using the Service.

Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions.

The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of these Terms and Conditions:

- **Affiliate** means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.
- **Library** refers to North Shore Public Library, 250 Route 25A, Shoreham, NY.
- **Country** refers to: New York, United States
- **Service** refers to the Website.
- **Terms and Conditions** (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Library regarding the use of the Service. This Terms and Conditions agreement has been created with the help of [Terms and Conditions Generator](#).
- **Third-party Social Media Service** means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.
- **Website** refers to North Shore Public Library, accessible from <https://northshorepubliclibrary.org/>
- **You** means the individual accessing or using the Service, or the Library, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

Acknowledgement

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Library. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions then You may not access the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Library. This Privacy Policy describes the Library's policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights. Please read this Privacy Policy carefully before using the Service.

Links to Other Websites

The Service may contain links to third-party web sites or services that are not owned or controlled by the Library.

The Library has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that the Library shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any content, goods or services available on or through any such web sites or services.

The Library strongly advises You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

Termination

The Library may terminate or suspend Your access immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions.

Upon termination, your right to use the Service will cease immediately.

Limitation of Liability

Notwithstanding any damages that You might incur, the entire liability of the Library and any of its suppliers under any provision of these Terms and Your exclusive remedy for all of the

foregoing shall be limited to the amount actually paid by You through the Service or 100 USD if You haven't purchased anything through the Service.

To the maximum extent permitted by applicable law, in no event shall the Library or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if the Library or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these states, each party's liability will be limited to the greatest extent permitted by law.

"AS IS" and "AS AVAILABLE" Disclaimer

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Library, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Library provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Library nor any of its providers makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Library are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

Governing Law

The laws of the Country, excluding its conflicts of law rules, shall govern these Terms and Your use of the Service. Your use of the Application may also be subject to other local, state, national, or international laws.

Disputes Resolution

If You have any concern or dispute about the Service, you agree to first attempt to resolve the dispute informally by contacting the Library.

Severability and Waiver

Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute a waiver of any subsequent breach.

Translation Interpretation

These Terms and Conditions may have been translated if the Library has made them available to You on our Service.

You agree that the original English text shall prevail in the case of a dispute.

Changes to These Terms and Conditions

The Library reserves the right, at its sole discretion, to modify or replace these Terms at any time. If a revision is material the Library will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at the Library's sole discretion.

By continuing to access or use the Service after those revisions become effective, you agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

Contact Us

If you have any questions about these Terms and Conditions, you can contact us by phone (631) 929-4488 ext. 225, or by email at info@northshorepubliclibrary.org.

Updated: November, 2021.

General

northshorepubliclibrary.org strives to ensure that its services are accessible to people with disabilities. northshorepubliclibrary.org has invested a significant amount of resources to help ensure that its website is made easier to use and more accessible for people with disabilities, with the strong belief that every person has the right to live with dignity, equality, comfort and independence.

Accessibility on northshorepubliclibrary.org

northshorepubliclibrary.org makes available the [UserWay Website Accessibility Widget](#) that is powered by a dedicated accessibility server. The software allows northshorepubliclibrary.org to improve its compliance with the Web Content Accessibility Guidelines (WCAG 2.1).

Enabling the Accessibility Menu

The northshorepubliclibrary.org accessibility menu can be enabled by clicking the accessibility menu icon that appears on the corner of the page. After triggering the accessibility menu, please wait a moment for the accessibility menu to load in its entirety.

Disclaimer

northshorepubliclibrary.org continues its efforts to constantly improve the accessibility of its site and services in the belief that it is our collective moral obligation to allow seamless, accessible and unhindered use also for those of us with disabilities.

Despite the Library's efforts to make all pages and content on northshorepubliclibrary.org fully accessible, some content may not have yet been fully adapted to the strictest accessibility standards. This may be a result of not having found or identified the most appropriate technological solution.

Here for You

If you are experiencing difficulty with any content on northshorepubliclibrary.org or require assistance with any part of the site, please contact us during normal business hours as detailed below and we will be happy to assist.

Contact Us

If you wish to report an accessibility issue, have any questions or need assistance, please contact us by phone (631) 929-4488 ext. 225, or by email at info@northshorepubliclibrary.org

Last updated: November, 2021

Privacy policy

This Privacy Policy describes the Library's policies and procedures regarding the collection, use and disclosure of Your information when You use the Service and advises You of Your privacy rights.

The Library uses Your Personal data to provide and improve its website services. By using the Service, you agree to the collection and use of information in accordance with this Privacy Policy. This Privacy Policy has been created with the assistance of [Privacy Policy Generator](#).

Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions.

The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of this Privacy Policy:

- **You** means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.
- **Library** refers to North Shore Public Library, 250 Route 25A, Shoreham, NY.
- **Account** means the unique account created for You to access the Library Service or parts of its Service.
- **Website** refers to North Shore Public Library, accessible from <https://northshorepubliclibrary.org/>
- **Service** refers to the Website.
- **Country** refers to: New York, United States
- **Service Provider** means any natural or legal person who processes the data on behalf of the Library. It refers to third-party companies or individuals employed by the Library to facilitate the Service, to provide the Service on behalf of the Library, to perform services related to the Service or to assist the Library in analyzing how the Service is used.
- **Third-party Social Media Service** refers to any website or any social network website through which a User can log in or create an account to use the Service.
- **Personal Data** is any information that relates to an identified or identifiable individual.

- **Cookies** are small files that are placed on Your computer, mobile device or any other device by a website, containing the details of Your browsing history on that website among its many uses.
- **Usage Data** refers to data collected automatically, either generated by the use of the Service or from the Service infrastructure itself (for example, the duration of a page visit).

Collecting and Using Your Personal Data

Types of Data Collected

Personal Data

While using the Library's Service, you may be asked to provide the Library with certain personally identifiable information that can be used to contact or identify You. Personally, identifiable information may include, but is not limited to:

- Usage Data

Usage Data

Usage Data is collected automatically when using the Service.

Usage Data may include information such as Your Device's Internet Protocol address (e.g. IP address), browser type, browser version, the pages of our Service that You visit, the time and date of Your visit, the time spent on those pages, unique device identifiers and other diagnostic data.

When You access the Service by or through a mobile device, the Library may collect certain information automatically, including, but not limited to, the type of mobile device You use, Your mobile device unique ID, the IP address of Your mobile device, Your mobile operating system, the type of mobile Internet browser You use, unique device identifiers and other diagnostic data.

The Library may also collect information that Your browser sends whenever You visit our Service or when You access the Service by or through a mobile device.

Tracking Technologies and Cookies

We use Cookies and similar tracking technologies to track the activity on Our Service and store certain information. Tracking technologies used are beacons, tags, and scripts to collect and track information and to improve and analyze Our Service.

You can instruct Your browser to refuse all Cookies or to indicate when a Cookie is being sent. However, if You do not accept Cookies, you may not be able to use some parts of our Service.

Cookies can be "Persistent" or "Session" Cookies. Persistent Cookies remain on your personal computer or mobile device when You go offline, while Session Cookies are deleted as soon as You close your web browser.

We use both session and persistent Cookies for the purposes set out below:

- **Necessary / Essential Cookies**

Type: Session Cookies

Administered by: Us

Purpose: These Cookies are essential to provide You with services available through the Website and to enable You to use some of its features. They help to authenticate users and prevent fraudulent use of user accounts. Without these Cookies, the services that You have asked for cannot be provided, and the Library only uses these Cookies to provide You with those services.

- **Cookies Policy / Notice Acceptance Cookies**

Type: Persistent Cookies

Administered by: The Library

Purpose: These Cookies identify if users have accepted the use of cookies on the Website.

- **Functionality Cookies**

Type: Persistent Cookies

Administered by: The Library

Purpose: These Cookies allow us to obtain choices You make when You use the Website, such as recording your login details or language preference. The purpose of these Cookies is to provide You with a more personal experience and to avoid You having to re-enter your preferences every time You use the Website.

For more information concerning the cookies that the Library uses and your choices regarding cookies, please visit the Cookies Policy.

Use of Your Personal Data

The Library may use Personal Data for the following purposes:

- **To provide and maintain Service**, including monitoring the usage of the Service.

- **To manage Your Account:** to manage Your registration as a user of the Service. The Personal Data You provide can provide You access to different functionalities of the Service that are available to You as a registered user.
- **For the performance of a contract:** the development, compliance and undertaking of the purchase contract for the products, items or services You have purchased or of any other contract with the Library through the Service.
- **To contact You:** To contact You by email, telephone calls, SMS, or other equivalent forms of electronic communication, such as a mobile application's push notifications regarding updates or informative communications related to the functionalities, products or contracted services, including the security updates, when necessary or reasonable for their implementation.
- **To provide You** with news, special offers and general information regarding other goods, services and events which the Library offer that are similar to those that you have purchased or enquired about unless You have opted not to receive such information.
- **To manage Your requests:** To attend and manage Your requests to the Library.

The Library may share your personal information in the following situations:

- **With Service Providers:** The Library may share Your personal information with Service Providers to monitor and analyze the use of the Service, to show advertisements to You to help support and maintain Our Service, to contact You, to advertise on third party websites to You after You visited the Service or for payment processing.
- **With other users:** when You share personal information or otherwise interact in the public areas with other users, such information may be viewed by all users and may be publicly distributed outside. If You interact with other users or register through a Third-Party Social Media Service, Your contacts on the Third-Party Social Media Service may see Your name, profile, pictures and description of Your activity. Similarly, other users will be able to view descriptions of Your activity, communicate with You and view Your profile.

Retention of Your Personal Data

The Library will retain Your Personal Data only for as long as is necessary for the purposes set out in this Privacy Policy. The Library will retain and use Your Personal Data to the extent necessary to comply with legal obligations (for example, if we are required to retain your data to comply with applicable laws), resolve disputes, and enforce legal agreements and policies.

The Library will also retain Usage Data for internal analysis purposes. Usage Data is generally retained for a shorter period of time, except when this data is used to strengthen the security or to improve the functionality of the Service, or the Library is legally obligated to retain this data for longer time periods.

Transfer of Your Personal Data

Your information, including Personal Data, is processed at the Library's operating offices and in any other places where the parties involved in the processing are located. It means that this information may be transferred to — and maintained on — computers located outside of Your state, province, country or other governmental jurisdiction where the data protection laws may differ than those from Your jurisdiction.

Your consent to this Privacy Policy followed by Your submission of such information represents Your agreement to that transfer.

The Library will take all steps reasonably necessary to ensure that Your data is treated securely and in accordance with this Privacy Policy and no transfer of Your Personal Data will take place to an organization or a country unless there are adequate controls in place including the security of Your data and other personal information.

Disclosure of Your Personal Data

Law enforcement

Under certain circumstances, the Library may be required to disclose Your Personal Data if required to do so by law or in response to valid requests by public authorities (e.g. a court or a government agency).

Other legal requirements

The Library may disclose Your Personal Data in the good faith belief that such action is necessary to:

- Comply with a legal obligation
- Protect and defend the rights or property of the Library
- Prevent or investigate possible wrongdoing in connection with the Service
- Protect the personal safety of Users of the Service or the public
- Protect against legal liability

Security of Your Personal Data

The security of Your Personal Data is important to the Library, but remember that no method of transmission over the Internet, or method of electronic storage is 100% secure. While the Library strives to use commercially acceptable means to protect Your Personal Data, cannot be guaranteed.

Children's Privacy

The Service does not address anyone under the age of 13. The Library does not knowingly collect personally identifiable information from anyone under the age of 13. If You are a parent

or guardian and You are aware that Your child has provided Personal Data, please contact the Library. If the Library becomes aware that it has collected Personal Data from anyone under the age of 13 without verification of parental consent, steps to remove that information from servers will be taken.

The Library also may limit how it collects, uses, and stores some of the information of Users between 13 and 18 years old. In some cases, this means the Library will be unable to provide certain functionality of the Service to these users.

If the Library needs to rely on consent as a legal basis for processing Your information and Your country requires consent from a parent, the Library may require Your parent's consent before it collects and uses that information.

Links to Other Websites

The Service may contain links to other websites that are not operated by the Library. If You click on a third-party link, you will be directed to that third party's site. The Library strongly advises You to review the Privacy Policy of every site You visit.

The Library has no control over and assumes no responsibility for the content, privacy policies or practices of any third-party sites or services.

Changes to this Privacy Policy

The Library may update its Privacy Policy from time to time. The Library will notify You of any changes by posting the new Privacy Policy on this page.

The Library will advise You via email and/or a prominent notice on the Service, prior to the change becoming effective and update the "Last updated" date at the top of this Privacy Policy.

You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page.

Contact Us

If you have any questions about this Privacy Policy, you can contact the Library by phone (631) 929-4488 ext. 225, or by email at info@northshorepubliclibrary.org.