

Privacy Policy

Effective as of December 1, 2019

1. Introduction

Welcome to the MINATO SCHOOL website located at www.sdminato.org (the "Website"). The MINATO SCHOOL created this Privacy Policy because we know that you care about how information you provide to us is used and shared. This Privacy Policy relates to the collection and use practices of information you provide to the MINATO SCHOOL in connection with your use of our Website. This Policy only covers the Website owned and operated by the MINATO SCHOOL

By visiting our Website, you are agreeing to the terms of this Privacy Policy and the accompanying Terms of Use. The MINATO SCHOOL reserves the right to make changes to this Website and to modify the Terms of Use at any time at its sole discretion. By using this Website, you agree to abide by any such modifications which are binding on you.

2. Collection of Personal Information

We at the MINATO SCHOOL respect your right to privacy. When you register to become a user of our Website and/or complete an online application for the MINATO SCHOOL, you will be asked to provide certain personal information such as your name, address, telephone number, e-mail address and employer or business information. We refer to this information as "Personal Information." The MINATO SCHOOL does not collect any Personal Information from you unless you voluntarily provide it to us. If you provide us with Personal Information, we will treat it in accordance with this Privacy Policy.

NOTICE TO CHILDREN UNDER THE AGE OF 13 AND THEIR PARENTS OR LEGAL GUARDIANS: IF YOU ARE UNDER THE AGE OF 13 AND WOULD LIKE TO CONTACT US PLEASE DO SO THROUGH YOUR PARENTS OR LEGAL GUARDIANS. THIS WEBSITE IS ONLY INTENDED FOR ADULTS. THE MINATO SCHOOL DOES NOT KNOWINGLY COLLECT PERSONAL INFORMATION FROM CHILDREN UNDER THE AGE OF 13. IF YOU ARE UNDER THE AGE OF 13, DO NOT SEND US ANY PERSONAL INFORMATION INCLUDING WITHOUT LIMITATION YOUR EMAIL ADDRESS, NAME AND/OR CONTACT INFORMATION.

If you believe someone under the age of 13 may have provided Personal Information to the MINATO SCHOOL in violation of this Privacy Policy, please contact us at

minato@sdminato.org and we will delete that information as quickly as possible.

3. Use of Personal Information

By accessing the Website, the MINATO SCHOOL may collect information about your computer hardware and software such as your IP address, browser type and language, domain names, keywords, access dates and times, amount of time spent on particular pages, referring website addresses, and similar information concerning your use of the Website (“Usage Information”). We collect Usage Information through cookies and pixel tags. Cookies are small packets of data that a website stores on your computer’s hard drive so that your computer will “remember” information about your visit. Pixel tags are tiny graphics with a unique identifier, similar in function to cookies, and are used to track the online movements of website users. Although most web browsers accept cookies automatically, you can usually modify your browser setting to decline cookies. If you decide to decline cookies, you may still access and use the Website but you not be able to fully use all areas or all features of the Website. The MINATO SCHOOL does not collect Personal Information in this way, but if you provide us with Personal Information, we may associate that information with the Usage Information that is collected automatically. Automatic data collection may be performed on our behalf by our services providers.

The MINATO SCHOOL collects and uses your Personal Information and Usage Information to operate the Website and to respond to your inquiries or requests, and to provide the services requested. The MINATO SCHOOL may also use your Personal Information and Usage Information to inform you of the MINATO SCHOOL sponsored events or services; for billing and collection purposes; to identify you when you sign in to your account; to enhance and improve the Website and our services; for any other purposes disclosed at the time the information is collected or to which you consent; and as otherwise specifically described in this Privacy Policy.

4. Disclosure of Personal Information to Third Parties.

The MINATO SCHOOL will not disclose your Personal Information to third parties for their direct marketing purposes. Like many businesses, the MINATO SCHOOL sometimes uses trusted partners to perform certain business-related functions such as mailing information, maintaining databases, hosting services, and processing payments. The MINATO SCHOOL may share Personal Information with its trusted partners to perform functions of this nature.

The MINATO SCHOOL may disclose your Personal Information and Usage Information to

government authorities and other third parties when compelled to do so by government authorities, at its discretion, or as required by law, including but not limited to in response to court orders and subpoenas. The MINATO SCHOOL may also disclose your Personal Information and Usage Information when it has reason to believe that someone is or may be causing injury to or interference with its rights or property, other users of the Website, or anyone else that could be harmed by such activities.

5. How We Protect Your Personal Information

The MINATO SCHOOL will take commercially reasonable steps to protect the Personal Information from loss, misuse, and unauthorized access, disclosure, alteration, or destruction. Please understand, however, that no security system is impenetrable. The MINATO SCHOOL cannot guarantee the security of its databases, nor can it guarantee that the information you supply will not be intercepted while being transmitted to and from the MINATO SCHOOL over the internet. In particular, email sent to or from the MINATO SCHOOL may not be secure, and you should therefore take special care in deciding what information you send us by email.

The Website may contain content, services, advertising and other materials that link to websites operated by third parties. The MINATO SCHOOL has no control over those other sites, and this Privacy Policy does not apply to them. Please refer to the privacy policies of those sites for more information on how the operators of those sites collect and use your Personal Information.

6. Opt-Out & Unsubscribe

The MINATO SCHOOL offers each user the opportunity to opt-out of receiving any or all communications from the MINATO SCHOOL by contacting us at minato@sadminato.org.

7. Important Notice to Users Outside the U.S.

The Website and the services provided are operated in the United States. If you are located outside of the United States, please be aware that any information you provide to the MINATO SCHOOL will be transferred to the United States. By providing the MINATO SCHOOL any information through the Website or by using its services, you consent to this transfer.

8. Changes to This Privacy Policy.

This Privacy Policy is effective as of the date stated at the top of this Privacy Policy. The

MINATO SCHOOL may change this Privacy Policy from time to time and will post any changes on the Website as soon as they go into effect. By accessing the Website or using our services after we make any such changes to this Privacy Policy, you are deemed to have accepted such changes. Please refer back to this Privacy Policy on a regular basis.

9. How to Contact Us.

If you have questions about this Privacy Policy, please e-mail us at minato@sdminato.org and write "PRIVACY POLICY" in the subject line, or call us at 858-576-0434.

TERMS OF USE

The MINATO SCHOOL provides the materials on the Website for general informational purposes. Please carefully read these Terms of Use ("Terms") that apply to your access and use of the Website. By accessing or using the Website, you agree to be bound by these Terms. If you do not agree to be bound by these Terms, please discontinue access and use of the Website. We reserve the right to revise these Terms or any portion of them at any time and in any way without notice by updating this posting. Your use of this Website is subject to any such revisions and you should periodically visit this page to review the current Terms that apply to your use of this Website.

The Website contains information concerning the MINATO SCHOOL that may be useful to other MINATO SCHOOL families, employees and the general public. The MINATO SCHOOL makes no representations or warranties and assumes no responsibility or liability as to the accuracy, completeness, reliability or usefulness of any information contained on the Website. You are solely responsible for the information you provide on this Website and for the information you view on this Website. The MINATO SCHOOL expressly disclaims any obligation to update or correct information contained on the Website and explicitly disclaims any duty to do so. The MINATO SCHOOL assumes no liability or responsibility for any errors or omissions in the content of the Website. Information on this Website is not intended to be a replacement for direct consultation with the MINATO SCHOOL. If you have questions or concerns, please contact the MINATO SCHOOL directly.

1. Copyright and Trademark Information

The content in this Website, such as data, text, graphics, logos, images and software and its compilation, is the property of the MINATO SCHOOL and/or its content suppliers and is protected by copyright and trademark laws. In the event you upload any content including, without limitation, photographs or videos to this Website, you (i) represent to the MINATO

SCHOOL and its affiliates that you have all rights necessary to upload the content; (ii) agree to indemnify the MINATO SCHOOL and its affiliates for any third party infringement or other claims related thereto; and (iii) hereby license to the MINATO SCHOOL and its affiliates a perpetual non-cancellable royalty-free license to use such uploaded content for any purposes in any media now existing or hereafter developed.

2. License for Your Use

For any period of time that you use this Website and abide by these terms, the MINATO SCHOOL grants to you a limited, revocable and nonexclusive license to access this Website for your use but not to copy, download or modify it, or any portion of it, except with the express written consent of the MINATO SCHOOL. This Website or any portion of this Website may not be reproduced, duplicated, copied, sold, visited or otherwise exploited without the express written consent of the MINATO SCHOOL. You may not use any meta tags or any other “hidden text” utilizing the MINATO SCHOOL or its affiliates’ name or trademarks without MINATO SCHOOL’S express written consent.

You agree to use this Website only for lawful purposes, and you acknowledge that your failure to do so may subject you to civil or criminal liability. You are responsible for ensuring that any materials you upload, post or submit to this Website do not violate the copyright, trademark, trade secret or other personal or proprietary rights of any third party and you hereby agree to indemnify MINATO SCHOOL for any third-party infringement or personal rights claims. You agree not to disrupt, modify, or interfere with this Website or its associated software, hardware and servers in any way and you agree not to impede or interfere with others’ use of this Website. You further agree not to alter or tamper with any information or materials on or associated with this Website. Any unauthorized use or violation of these terms automatically terminates any permission or license granted by MINATO SCHOOL to access and use this Website.

3. Third Party Websites

We have provided links to certain other third-party websites merely as a convenience for users of the MINATO SCHOOL Website. These websites are maintained on third party servers and are not under the control of the MINATO SCHOOL. Access to such third-party websites is at the user’s own risk and MINATO SCHOOL is not responsible for its accuracy or reliability. Inclusion of such links to third party websites does not constitute an endorsement, approval, or guarantee of the accuracy of the contents of said websites. The MINATO SCHOOL expressly disclaims any responsibility for the content of any third-party websites linked to the Website and urges you to use discretion when accessing third-party websites linked to its Website.

4. Disclaimer of Warranties and Limitation of Liability

THE MINATO SCHOOL MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THIS WEBSITE OR THE MATERIALS AND/OR CONTENT AND/OR LINKS ON THIS WEBSITE FOR ANY PURPOSE. BY YOUR ACCESS TO THIS WEBSITE, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE USING THIS WEBSITE AND/OR ANY LINKS TO THIRD PARTY WEBSITES AT YOUR OWN RISK. THIS WEBSITE IS PROVIDED BY THE MINATO SCHOOL ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE MINATO SCHOOL DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE INFORMATION, MATERIAL, CONTENT, TEXT, GRAPHICS, EMAIL RESPONSES, LINKS AND OTHER ITEMS CONTAINED ON THIS WEBSITE OR ON ANY OTHER THIRD-PARTY WEBSITE. THE MINATO SCHOOL DOES NOT WARRANT THAT THIS WEBSITE, ITS SERVERS, OR MESSAGES SENT FROM THE SCHOOL ARE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS. THE MINATO SCHOOL SHALL NOT BE LIABLE FOR DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS WEBSITE, OR ITS CONTENT OR ANY THIRD-PARTY MATERIAL OR WEBSITE, INCLUDING, BUT NOT LIMITED TO, ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES.

THE INFORMATION CONTAINED ON THIS WEBSITE AND IN ANY RESPONSES TO YOU ARE INTENDED TO BE FOR GENERAL INFORMATION PURPOSES ONLY AND ARE NOT CONFIDENTIAL. ANY INFORMATION YOU PROVIDE YOU DO AT YOUR OWN RISK. THIS INFORMATION SHOULD NOT BE USED AS A SUBSTITUTE FOR CONSULTING WITH THE MINATO SCHOOL.

5. Applicable Law and Jurisdiction

By visiting this Website, you agree that these Terms for all purposes shall be governed and construed in accordance with the laws of the State of California, without regard to principles of conflict of law, and that any action based on or alleging a breach of these provisions must be brought in a state or federal court located in the State of California. In addition, you agree to submit to the personal jurisdiction and venue in the County of San Diego, State of California.

6. Notification of Claims of Infringement.

The MINATO SCHOOL respects the intellectual property rights of others and expects its users to do the same. In accordance with the Digital Millennium Copyright Act of 1998, (“DMCA”) the MINATO SCHOOL will respond expeditiously to claims of copyright infringement committed using the Website if such claims are reported to the MINATO SCHOOL at minato@sdminato.org.

If you are a copyright owner, authorized to act on behalf of one, or authorized to act under any exclusive right under copyright, please report alleged copyright infringements taking place on or through the Website by submitting a DMCA Notice of Alleged Infringement to the MINATO SCHOOL’S Copyright Agent with the following information:

- a. Identify the copyrighted work that you claim has been infringed, or - if multiple copyrighted works are covered by this Notice - you may provide a representative list of the copyrighted works that you claim have been infringed.
- b. Identify the material or link you claim is infringing (or the subject of infringing activity) and to which access is to be disabled, including at a minimum, if applicable, the URL of the link shown on the Site or the exact location where such material may be found.
- c. Provide your company affiliation (if applicable), mailing address, telephone number, and, if available, email address.
- d. Include both of the following statements in the body of the Notice: (i)“I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use)”; and (ii) “I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of, the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed.”
- e. Provide your full legal name and your electronic or physical signature.

7. General

The MINATO SCHOOL may make changes to the information, content and/or policies contained on this Website or the offerings and/or services described on this Website or the

Website at any time at its sole discretion with or without prior notice. The MINATO SCHOOL makes no commitment and undertakes no obligation for it or its users to update the information contained herein. If any of these provisions are deemed invalid, void or for any reason unenforceable, that provision shall be deemed severable and shall not affect the validity and enforceability of these Terms.

8. How to Contact Us:

If you have questions about the Terms or wish that we modify or delete your Personal Information, you can contact us at minato@sdminato.org.