

Welcome to SchoolCNXT!

SchoolCNXT provides a flexible, mobile- and web-based parent engagement platform that connects parents, teachers, students, and administrators, providing an efficient and effective way to share news and information; send reminders; and create an engaged, empowered, and connected community (“Services”). The Services are provided through [www.SchoolCNXT.com](http://www.SchoolCNXT.com) (the “Website”) and a mobile app (the “Mobile App”).

In these Terms of Use, “SchoolCNXT” and “we” mean SchoolCNXT, Inc. “You” and “parent” mean anyone who has legal responsibility for a student or child. “Student” or “child” means a person who is under the age of 18 and is a member of or enrolled in an organization that uses the Services. A “Registered Member” is a parent who has registered for the Services (see the section below on “Registration”). The Services are provided primarily for parents, but parents may activate accounts for their children. Please see the section, below, entitled “Use of the Services by Children.”

***By using the Website or the Mobile App, you accept these Terms of Use and all policies we post, including our Privacy Policy.***

## **Terms of Use**

*These Terms of Use were last updated and are effective as of November 6, 2015.*

Please read the following Terms of Use carefully. We may change or update these Terms of Use at any time. If we do so, we will post the revised Terms of Use so you can view them through our Website or Mobile App. The date of the most recent revision will always be shown at the top of the Terms of Use. Please review our Terms of Use as often as you feel necessary, because each use of our Website or Mobile App is your confirmation that you agree with, accept, and are bound by the most recent version of these Terms of Use. If you do not agree with our current Terms of Use, please do not use SchoolCNXT’s Website or Mobile App.

### **Privacy Policy**

SchoolCNXT respects your privacy and the security of your personal information. We encourage you to read the Privacy Policy that follows these Terms of Use so that you understand how we collect and use your information and can make informed choices about using our Services.

Registered Members can adjust the privacy settings on their account to control the information that is available to other Registered Members, such as contact information, student name, etc. Whether or not parents choose to share information with other parents, all information is available to teachers and school administrators. Teachers and school administrators can use information obtained through the Services to include you or your child in groups administered through the Services.

### **Registration**

The Services are available only to members of an organization that has signed up with SchoolCNXT. For example, a public or private school, school district, club, or other community organization may sign up. When the organization signs up, it provides SchoolCNXT with certain basic information about its members or participants, such as name, address, date of birth, parent name(s), parent email address, parent mobile phone number, grade, classroom, etc. SchoolCNXT sends each parent for whom it has an

email address or mobile phone number an invitation to register for the Services. Parents may choose whether or not to register. To register, a parent may access the Website online or download the Mobile App for iOS or Android mobile devices.

A parent must register with SchoolCNXT in order to have access to any Services. When and if you register, you must provide accurate, current, and complete information as prompted by the registration form. You must also update this information to maintain its accuracy and completeness. SchoolCNXT reserves the right to terminate your use of our Services if any of the information provided by you is untrue, inaccurate, not current, or not complete.

As part of our registration process you will be asked to select a login name and password. Your login name may not identify you as someone else or be illegal or otherwise objectionable. You should keep your login name and password confidential.

If you download the Mobile App to access the Services, you are agreeing that we may send notices, alerts, and other communications to your mobile device(s).

### **Use of the Services by Children**

Children cannot register for SchoolCNXT independently. A child can only use the Services if the child's parent activates an account for the child. The parent determines what Services the child is allowed to use and the privacy settings that will apply to the child's information.

SchoolCNXT does not request any information from a child. However, if you authorize your child to have an active account and utilize the messaging feature, you are agreeing to allow your child to post personal information through those features. If you do not want your child to post personal information in that way, please do not authorize them to use those Services.

### **Pricing**

The Mobile App can be downloaded free of charge and there is no charge for registration for parents or children. However, your mobile carrier's message and data rates may apply and SchoolCNXT is not responsible for any such fees that you incur.

There is no fee for any of the basic Services at this time. If we add fees or offer optional goods or services for which there is a fee, we will notify you of the amount of the fee and of the circumstances under which it will be charged.

### **Trademarks and Copyrights**

The SchoolCNXT name and logo and all other trademarks, service marks, or trade dress associated with the Services are owned by SchoolCNXT or are used with the permission of a third party trademark owner. All designs, web pages, and source code included in the Website or Mobile App are copyrighted or licensed by SchoolCNXT and are protected by United States and international copyright laws. Material from the Website or Mobile App, including Content (as defined below), may not be copied, distributed, republished, uploaded, posted, or transmitted in any way without the prior written consent of SchoolCNXT. Unauthorized use of any material on the Website or Mobile App or any SchoolCNXT or third-party trademarks is prohibited by law.

## Submissions and Communications

SchoolCNXT may make features available to its users, and we invite you to make use of any such features. Please remember, however, that any information, photos or videos that are disclosed in these public areas become public information and you should exercise caution when deciding to disclose your personal information or images.

You agree that you will not upload or transmit any remarks, comments, postings, submittals, suggestions, messages, ideas, photographs, graphics, images, photos, video, sound, information, data, text, files, links, software, or other materials ("User Content") that:

- i. you know is false or misleading;
- ii. infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any party;
- iii. is offensive or promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual, as determined by SchoolCNXT;
- iv. is abusive, threatening, obscene, defamatory, or libelous, as determined by SchoolCNXT;
- v. exploits people in a sexual or violent manner, as determined by SchoolCNXT;
- vi. contains nudity, violence, or offensive subject matter (as determined by SchoolCNXT), or contains a link to an adult website;
- vii. solicits personal information from anyone under 13;
- viii. provides other persons' telephone numbers, street addresses, last names, URLs, or email addresses;
- ix. involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging, "spimming," or "spamming";
- x. contains restricted or password-only access pages or hidden pages or images;
- xi. furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities;
- xii. solicits passwords or personally identifiable information for commercial or unlawful purposes from other users of the Services;
- xiii. involves commercial activities and/or sales without the prior written consent of SchoolCNXT, such as contests, sweepstakes, barter, advertising, or pyramid schemes; or
- xiv. includes a photograph of another person that you have posted without that person's consent.

By submitting User Content through the Website you represent and warrant that you have the right to grant, and do grant, SchoolCNXT a non-exclusive, perpetual, transferable, irrevocable, sublicenseable, royalty-free right and license to access, use, reproduce, store, modify, distribute, publicly display, publicly perform and create derivative works of any User Content (in whole or in part) and to incorporate all or any portion of it in other works in any form, media, or technology now known or later developed for the full term of any patent, trademark, trade secret, copyright, or other proprietary rights of any party that may exist in such User Content, for any purposes. You understand that anything that you post on or make available to others through the Services may remain available to others through the Services, in whole or in part, even after your use of the Services terminates. Under no circumstances will SchoolCNXT be

required to treat any User Content as confidential, except to the extent that applicable law or SchoolCNXT's Privacy Policy requires us to do so. SchoolCNXT will be entitled to use the User Content in any manner consistent with the Privacy Policy without compensation to you or any other person. SchoolCNXT will not be liable to you or any other person for any ideas (including, without limitation, product designs) derived from the User Content and will not incur any liability as a result of any similarities to the User Content that may appear in any future products or services of SchoolCNXT.

You acknowledge and agree that you are responsible for whatever User Content you submit, and you, not SchoolCNXT, will have full responsibility for the User Content, including its legality, reliability, appropriateness, originality, and non-interference with third-party rights. SchoolCNXT will have the right, but not the responsibility, to refuse to post, remove, or edit all or any portion of any User Content. As a user of the Services, you will represent yourself accurately and truthfully at all times.

If you activate an account for your child, any remarks, comments, postings, submittals, suggestions, messages, ideas, photographs, graphics, images, photos, video, sound, information, data, text, files, links, software, or other materials uploaded or transmitted by your child will also be deemed to be "User Content" for which you are responsible and that is subject to these Terms of Use.

### **Documents Available on the Website**

SchoolCNXT grants you permission to use any documents or materials (such as FAQs, blog entries, datasheets, articles, photographs, and press releases) that it owns and may make available through the Services (collectively, the "SchoolCNXT Content" and together with all User Content, the "Content"), provided that: (a) you do not modify the Content; (b) your use of the Content is for informational, personal, and non-commercial purposes only and the Content will not be posted on any network computer or broadcast in any media; and (c) you will retain copyright notices and other proprietary notices on every copy you make. SchoolCNXT may revoke this permission at any time and, if it does so, you agree to stop using the Content immediately. Use for any purpose other than as provided in clause (b), above, is expressly prohibited by law.

SchoolCNXT may also have patents, patent applications, trademarks, copyrights, or other intellectual property rights covering the SchoolCNXT Content, and SchoolCNXT and its licensors retain all right, title, and interest in and to such intellectual property rights. Except as expressly provided above or in a written agreement between you and SchoolCNXT, making the Content available to you through the Services does not grant you any license or other rights, express or implied, to any such patents, patent applications, trademarks, copyrights, or other intellectual property of SchoolCNXT.

### **Links**

The Services may include links to other websites that are not owned or operated by SchoolCNXT and may also include information and material that relate to products and services provided by third party service providers. SchoolCNXT is not responsible for the operation of, or content located on or through, any third-party website. The inclusion of a link to such website does not imply endorsement by SchoolCNXT. You visit or view any website linked to the Website at your own risk. Please use third party websites responsibly.

### **Indemnification**

You agree to indemnify, defend, and hold harmless SchoolCNXT and its subsidiaries, divisions, and affiliates, and each of their officers, directors, representatives, agents, and employees (collectively, the "Indemnitees") from and against any and all liability, damages, and costs (including, without

limitation, attorneys' fees) incurred by the Indemnitees in connection with your use of the Services, including without limitation with respect to any claim arising out of any User Content that you submit or breach or alleged breach of any of your obligations set forth in these Terms of Use. SchoolCNXT reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you. You shall not settle any matter without the written consent of SchoolCNXT. You shall cooperate as fully as reasonably required in the defense of any claim.

## **Disclaimer**

**THE SERVICES, INCLUDING ALL CONTENT, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.** Without limiting the foregoing, SchoolCNXT, its subsidiaries, and its licensors do not warrant that the Content is accurate, reliable, complete, correct, or non-infringing; that the Services will meet your requirements; that the Services will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or that the Website and Mobile App are free of viruses or other harmful components. Any Content downloaded or accessed through the Services is downloaded or accessed at your own risk and you will be solely responsible for any damage to your computer system or loss of data that results from such download or access.

## **Limitation of Liability**

SchoolCNXT will not be liable for any damages or injury, including but not limited to, special, indirect, incidental, or consequential damages, caused by the Services or any Content or any use of or inability to use the Services, including, but not limited to, any error, omission, interruption, defect, disclosure of information, delay in operation or transmission, failure of performance, security breach, or computer virus, even if an authorized representative of SchoolCNXT has been advised of the possibility of such damages. SchoolCNXT will not be liable for any damages or injury, including but not limited to, special, indirect, incidental, or consequential damages, that may result from linking to any third-party website or from doing business or attempting to do business with any third party identified on or through the Services.

## **Exclusions and Limitations**

Some jurisdictions do not allow the exclusion of implied warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to certain Registered Members.

## **Dispute Resolution**

Except as otherwise provided in this section, all disputes and claims arising out of or relating to this Agreement or the Services will be resolved through mandatory, binding arbitration. By agreeing to arbitrate disputes and claims, **you and we are both waiving our rights to have disputes resolved in court by a judge or jury, except as set forth below.**

Either party may seek relief in small claims court instead of through arbitration if the claim is within the jurisdiction of the small claims court.

Arbitration will be conducted in accordance with the terms of this Agreement and the consumer arbitration rules of the American Arbitration Association (the "AAA Rules") in effect at the time of the arbitration. If there is a conflict between the AAA Rules and this Agreement, this Agreement will control.

The arbitration will be conducted at a location near you that you and we agree is reasonably convenient for both of us or, if we are unable to agree, at a location determined by the arbitrator. You and we will each pay our own expenses (including attorneys' fees). The costs of arbitration will be paid in accordance with the AAA Rules.

To initiate arbitration proceedings, a party must send a Demand for Arbitration to the other party and a copy of the Demand and the filing fee to the AAA. The form of Demand and the rules regarding payment of filing fees are available from the American Arbitration Association.

More information about the AAA Rules and the arbitration process can be found here:  
[www.adr.org/ConsumerArbitrationRules](http://www.adr.org/ConsumerArbitrationRules)

The arbitrator is required to follow all substantive law applicable to any dispute, including, without limitation, the applicable statute of limitations, any applicable attorney-client or work-product privilege, and any other applicable privilege. The arbitrator is required to issue a written decision setting forth the decision and the reasons for that decision. If the arbitrator makes an error of law, the resulting award may be appealed in court. Otherwise, the arbitrator's decision is final and binding on all parties and may be enforced in any federal or state court that has jurisdiction.

You agree that you will not serve as a class representative or participate as a class member in an arbitration proceeding between us, that only your claims will be addressed in the arbitration proceeding, and that additional parties cannot be added to the arbitration proceeding unless you and we agree in writing before the arbitration. A dispute between us that is arbitrated under this Agreement will be arbitrated only between us, even if there are additional parties to the dispute or even if you make allegations that your dispute should be handled as a class action.

If it is ever determined that all or a portion of this agreement to arbitrate is unenforceable and that a dispute arising under this Agreement is to be litigated in court, then: **WE BOTH WAIVE OUR RIGHT TO A JURY TRIAL**, in favor of having a judge, sitting without a jury, determine the rights and remedies of the parties with respect to all disputes, claims, or controversies between us, and (2) **YOU WAIVE YOUR RIGHT TO SERVE AS A REPRESENTATIVE**, as a private attorney general, as a member or as a participant in any lawsuit or arbitration filed against us by a person who did not sign this Agreement.

### **Compliance with Applicable Laws**

You agree, for yourself and for any child for whom you activate an account, that you will use the Services only in compliance with these Terms of Use and applicable federal, state, and local laws ("Applicable Laws").

### **Termination**

SchoolCNXT may, in its sole discretion, for any reason or no reason, at any time terminate your or your child's access to the Services and/or remove your personal information and User Content from the Services.

If we have terminated your or your child's account because we believe you or your child is using the Services in violation of these Terms of Use or Applicable Law and you provide SchoolCNXT with reasonably satisfactory evidence that you or your child is not, or is no longer, in violation of these Terms of Use or Applicable Law, SchoolCNXT may agree to reinstate your membership and reactivate your account. Any decision whether to approve reinstatement and reactivation is solely within SchoolCNXT's discretion.

## **Miscellaneous**

This Agreement constitutes the entire agreement between you and SchoolCNXT regarding your use of the Services and supersedes all prior agreements or communications. If any provision of this Agreement is found to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement. No waiver shall be effective against us unless we agree to it in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. This Agreement will be governed by the laws of the Commonwealth of Massachusetts applicable to contracts entered into and performed exclusively in the Commonwealth of Massachusetts.

## **Contact Us**

If you have any comments or questions about these Terms of Use or any Services available on our Website or through the Mobile App, please feel free to contact us at:

SchoolCNXT, Inc.  
33 Bradford Street  
Concord, MA 01742

Or, toll free, at (888) 490-6040

Or by email at: [info@SchoolCNXT.com](mailto:info@SchoolCNXT.com)

## **Privacy Policy**

*This Privacy Policy was last updated and is effective as of November 6, 2015.*

Privacy is of fundamental importance to SchoolCNXT and this Privacy Policy outlines how we collect, use, and safeguard your information. This Privacy Policy applies *only* to information we collect through the Services.

### **Changes to this Privacy Policy**

This Privacy Policy may be updated periodically without notice to you to reflect changes in our online information practices. Our most current Privacy Policy is always available on the website and through the Mobile App and the most recent revision date is always shown at the top of the Privacy Policy.

## **Contact Us**

If you have comments or questions about this Privacy Policy or wish to "opt out" of certain kinds of information uses, please feel free to contact us at:

SchoolCNXT, Inc.  
33 Bradford Street  
Concord, MA 01742

Or, toll free, at (888) 490-6040

Or by email at: support@SchoolCNXT.com

## **Information We Collect**

The information we collect generally falls into three categories: (1) directory information provided by the organization that signs up for the Services (such as a school or community organization) about its students or participants; (2) information you provide when you register for or use the Services; and (3) tracking information we may collect as you use the Services.

Please see the section below captioned "How You May Opt Out of Our Information Uses" regarding your right to ask us not to use your information for certain purposes.

## **Directory Information Provided by Organizations**

When a school or other organization signs up with SchoolCNXT, they provide us with a directory listing of their students or members. The directory information usually includes child's name, date of birth, physical address, parents' names, and parents' contact information. Depending on the type of organization that is providing the directory, the information may also include the child's grade, teacher assignment, and similar information relating to the activities in which the child participates.

We use directory information to contact parents about registering for the Services. Parents may elect to register for the Services, opt out of the Services, or do nothing. If you register for the Services, we may continue to use the directory information to customize the Services we provide to you. If you opt out of the Services, we will not contact you again (unless your information is submitted to us again for a different enrollment period or a different child or from a different organization). If you do nothing, we may contact you again over a reasonable period of time about registering for the Services.

## **Personal Information You Provide Voluntarily**

If you choose to register for the Services, we may ask you to provide or confirm your child's name, postal address, date of birth, gender identity, grade, teacher assignment, activities, or interests. We may also ask you to provide or confirm your name, postal address, phone number, and email address. We use this information to provide the Services to you, including authenticating you when you attempt to access the Services, sending you notifications on behalf of the school or other organization, and connecting you to other parents with common interests. The organization that provided your name to us and other parents who use the Services may use your information to include you in groups that they organize. We also use the information to customize your online experience, provide you with personalized email and text messages and to help us improve the Services. Please see the section below captioned "How You May Opt Out of Our Information Uses" for information about how you can limit our uses of your personal information.

Our Website and Mobile App may offer Registered Members the opportunity to share User Content (as that term is defined in our "[Terms of Use](#)"). If you choose to use these features, or you allow your child to use these features, you should be aware that any personal information you submit through these features can be read, collected, or used by other Registered Members and could be used to send you unsolicited messages. Please note that SchoolCNXT is not responsible for any personal information you choose to submit via these public features.

## **Tracking Information/Cookies**

We automatically track certain information when you use the Website and Mobile App. We use this information to do internal research on our Registered Members' demographics, interests, and behavior to better understand, protect, and serve you and our community.

### Log Files

Like many Websites, we automatically gather certain information about our Website and Mobile App traffic and store it in log files. This information includes Internet protocol (IP) addresses, browser type, Internet service provider (ISP), referring/exit pages, operating system, date/time stamp, clickstream data, and a unique identifier for the mobile device you are using. We use this information to analyze trends, to administer the Website and Mobile App, to track users' movements around the Website and Mobile App, to gather demographic information about our user base and to capture usage and volume statistics to monitor and track any illicit behavior on the Website and Mobile App. We may use a third-party service provider to help us collect and analyze log files.

Information collected in log files does not identify individual users and we do not link it to other information that identifies individual users.

### Cookies

We use cookies expressly for managing users' browser and mobile sessions for the convenience of the user. The acceptance and storage of cookies can be managed through your browser's security settings.

A cookie is a small text file that is sent to your computer or mobile device by our server. We use cookies to collect tracking information and to remember information you have given us. This is done so that you don't have to reenter the information each time you use our Website or Mobile App. Most web browsers can be set to inform you when a cookie has been sent to you and provide you with an opportunity to refuse that cookie or to remove it later. Please note that if you remove or chose not to accept our cookies, you will need to reenter your information and reselect your preferences each time you use our Website or Mobile App.

## **How Your Information Will Be Used**

We will use the information we collect from and about you (including directory information) for various purposes, including responding to your requests, providing you with Services, improving the Services and customizing your experience on our Website or Mobile App. Our primary goal is to provide you with a customized experience and all information necessary for you to optimize your use of the Services.

## **How Your Information Will Be Shared**

We value your privacy and will not sell information that identifies you ("personally identifiable information" or "PII") to third parties. However, we may share PII with third parties under limited circumstances, such as:

**A. Other Registered Members of the Services.** We may include your PII in directories or other resources we make available to Registered Members of the Services. See the section below captioned "How You May Opt Out of Our Information Uses" for information about your rights to limit our disclosure of your PII for this purpose.

**B. Service Providers.** We may share your PII with third-party service providers who help us operate and maintain our Website or Mobile App or deliver the Services. Any third-party service provider with whom we share PII will be contractually restricted from using or disclosing it for any purpose other than as necessary to provide the services for which the PII was disclosed.

**C. For Legal Purposes.** We will release PII when we believe we are legally required to do so, such as in response to a court order or subpoena. We may also be required to release PII if we are purchasing or selling a business, although in such cases your PII would normally be covered by a non-disclosure agreement.

**D. Aggregate Information.** We may disclose information to third parties that does not identify any individual (“non-personally-identifiable information” or “NPII”), such as such as demographic, behavioral, unique device identifiers such as IMEI and UDID, search terms, age, gender, zip code.

### **How You May Opt Out of Our Information Uses**

If you do register, you may customize the privacy settings for your account and for any account you activate for your child. Through these privacy settings, you can control the amount of your PII that we will disclose to other Registered Members or to certain third parties. If you do not wish to give us any personal information, you should not register to use the Services. We use service providers to help administer the Services. You cannot limit our disclosure of your PII to service providers we use to help us administer the Services, for legal purposes, or to respond to a request that you initiated.

You may change your privacy settings any time you wish by accessing your account through the Website or Mobile App or by contacting us using the “Contact Us” information in this Privacy Policy or available on the Website or through the Mobile App.

If we send you a newsletter or other promotional communication, the communication will contain instructions for how to opt out of receiving similar communications in the future.

### **Updating or Correcting Your Information**

Please let us know if any information you have provided to us is incorrect, incomplete, or outdated and we will use reasonable efforts to update or correct it promptly.

### **Security**

We have put in place appropriate physical, electronic, and managerial procedures to safeguard and help prevent unauthorized access to your PII, maintain data security, and correctly use the information we collect. We maintain a secure process to collect, transmit, and store your personal information.

Please note that no method of transmitting or storing electronic data is ever completely secure, so we cannot guarantee that such information will never be accessed, used, or released in a manner that is inconsistent with this Privacy Policy.

We urge you to keep any password created for accessing the Services in a safe place and not to disclose it to anyone. Also remember to sign out and close your browser window when you have finished a visit to the Website, especially if you are sharing a computer with someone else or are using a computer in a public place, such as a library or Internet cafe.

### **Use of the Services by Children**

The Services are not directed to children, but your child can use the Services *if you activate an account for him or her*. Activating an account for your child signifies your consent to your child's use of the Services, including your consent to the child providing information to us by using the features of the Services. You control the privacy settings for your child's account, so be sure to set them for the level of privacy you think is appropriate for your child.

You or your child may request that we remove any personally identifiable information that your child has posted to our Website or through the Mobile App by calling us at (888) 490-6040 or emailing us at [support@schoolcnxt.com](mailto:support@schoolcnxt.com). Although we will remove information at your request, we cannot guarantee that we will be able to remove all information completely.

### **Links to Third Party Web Sites.**

Links to third party websites from our Website or Mobile App are provided solely as a convenience to you. We do not share your information with such third parties and we are not responsible for the security of any information you provide on such websites.