

# Terms and Conditions

SafeDISMISSAL.COM is an automated student dismissal software solution. The system is web based and is built to assist the school in managing the dismissal process. To assist you in using SafeDISMISSAL.COM and to ensure a clear understanding of the relationship arising from your use of our services, we have created these Terms of Use (the “Terms”).

## TERMS OF USE

### **Application of Terms; Your Agreement**

These Terms are a binding contract between you and safeDISMISSAL.COM, LLC. These terms impose legal obligations on you. Please read them carefully. By using the Services or accessing SafeDISMISSAL.COM.com or the SafeDISMISSAL.COM portal (collectively the “Site”) you are acknowledging that you have read and understood these Terms, agree to be legally bound by them and consent to the collection and use of your information as described in our Privacy Policy.

These Terms apply to (i) schools, school districts and related entities and organization that use the Services or access the Site (each a “School”), (ii) educational professionals, school administrators, and School employees and agents who access the Site or use the Services (“Educational Professionals”). For purposes of these Terms, the words “user”, “you” and “your” refer to Schools, Educational Professionals. The words “we,” “our,” or “us” refer to SafeDISMISSAL.COM.

You must be at least eighteen (18) years old to use our Services. By agreeing to the Terms, you represent and warrant to us that you are at least eighteen (18) years old and, that your registration and your use of the Service shall at all times comply with applicable laws and regulations. The Services and the Site are provided only in the English language.

If at any time, you suspect or are concerned that:

The Services or Site are not working properly;

You do not understand how to use the Services or Site and/or are not sure you have transmitted or received the proper information;

For Educational Professionals: The student dismissal information generated by the Services or Site does not appear to be consistent with what you have typically seen and/or may have errors—

IT IS YOUR RESPONSIBILITY TO CONFIRM THE CORRECT CONTACT DETAILS AND PICK UP INFORMATION WITH THE PARENTS/SCHOOL AS THE CASE MAY BE.

## **Accounts and Security**

You will be required to establish an account to access the Services. You are entirely responsible for maintaining the confidentiality of your account information, including your username and password, and for any and all activity that occurs under your account as a result of your failing to keep this information secure and confidential. You agree to notify SafeDISMISSAL.COM immediately of any unauthorized use of your account or password, or any other breach of security. You may be held liable for losses due to someone else using your username, password or account as a result of your failing to keep your account information secure and confidential. SafeDISMISSAL.COM cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations. SafeDISMISSAL.COM may terminate suspend or restrict your access to your account at any time and for any reason, including for violation of these Terms. SafeDISMISSAL.COM has the sole right to decide

whether you are in violation of these Terms. Account termination may result in destruction of any content associated with your account.

## **Acceptable Use**

By using the Services or accessing the Site, you agree not to do any of the following:

Rent, lease, loan, sell, resell, sublicense, distribute or otherwise transfer the licenses granted in connection with using the Services or accessing the Site.

Impersonate any person or entity, falsely claim an affiliation with any person or entity, or misrepresent the source, identity, or content of information transmitted to or via the Services or Site, or perform any other similar or fraudulent activity;

Use the Service or access the Site for any illegal purpose, or in violation of any local, state, national, or international law, including, without limitation COPPA, the PPRRA, FERPA, laws related to the protection of children, laws governing intellectual property and other proprietary rights, and data protection and privacy;

Remove, circumvent, disable, damage or otherwise interfere with (i) security-related features of the Services or Site, (ii) features that prevent or restrict use or copying of any content accessible through the Service, or (iii) features that enforce limitations on the use of the Services or Site;

Modify, adapt, translate or create derivative works based upon the Services or Site; or

Interfere with or damage operation of the Services or Site or any user's enjoyment of them, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code or disabling, overburdening or impairing the Services or Site.

Seek to gain access to the Services or Site through “hacking” or any other means not expressly authorized in writing by SafeDISMISSAL.COM.

## **Family Educational Rights and Privacy Act**

Certain information users provide to SafeDISMISSAL.COM about students may be considered an education record (“Education Record”) under the Family Educational Rights and Privacy Act (“FERPA”). Additionally, certain information users provide to SafeDISMISSAL.COM about a student, such as student name and grade level, may be considered directory information under FERPA (“Directory Information”) and thus not an Education Record. A School may not generally disclose personally identifiable information from a student’s records without written consent of the parent and/or eligible student or without meeting one of the exemptions set forth in FERPA such as the Directory Information exemption (as defined by FERPA).

To the extent you provide information subject to FERPA, you represent, warrant and covenant to SafeDISMISSAL.COM that you have fully complied with all FERPA requirements including, without limitation, obtaining all necessary written consents to share the information with SafeDISMISSAL.COM for use by SafeDISMISSAL.COM to the fullest extent necessary to provide the Services;

Unless permitted by FERPA or an applicable exemption, SafeDISMISSAL.COM will never share an Education Record with third parties.

## **Children’s Online Privacy and Protection Act**

The Children’s Online Privacy and Protection Act (“COPPA”) requires that online service providers obtain clear and verifiable parental consent before collecting personal information

from children under 13. SafeDISMISSAL.COM does not and will not knowingly collect any information from children under the age of 13. To the extent you provide information related to a child under the age of 13, you are solely responsible for complying with COPPA and you represent and warrant that you have fully complied with COPPA by, among other things, receiving the appropriate consent from parents and/or having the requisite authority to provide such information to SafeDISMISSAL.COM, and for us to collect such information.

## **Intellectual Property Rights**

The information and content of the Services and the Site, including but not limited to: software, artwork, text, video, audio, copy, graphics, images, logos and other information, other than content provided by Users and advertisers, is owned or licensed by SafeDISMISSAL.COM and is protected by copyright and other intellectual property laws under both United States and foreign laws. Any use of the information and the content of the Services or Site not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws. All rights not expressly granted herein are reserved to SafeDISMISSAL.COM. Users and any other content providers are responsible for obtaining the appropriate permissions and rights for posting any content to the Site and agree to indemnify, hold harmless and defend SafeDISMISSAL.COM for any claims, demands and judgment that arise out of a violation of this paragraph.

## **Assumption of Risk**

While using the Services or accessing the Site from a mobile device, please be aware of your surroundings and exercise reasonable judgment. You agree that your use of the Service and accessing the site is at your own risk, and it is your responsibility to maintain such health, liability, hazard, personal injury, medical, life, and other insurance policies as you deem

reasonably necessary for any injuries that you may incur while using the Services or accessing the Site. If you are accessing the Site or using the Services in an area where there is traffic or other potentially dangerous conditions, stop and stand in a safe place and remain stationary until you are no longer accessing the Site or using the Services.

SafeDISMISSAL.COM may, but shall not be obligated to, provide an emergency notification platform as part of the Services (“ENP”). You must not rely on the ENP as a means to communicate information to emergency service providers, such as the fire department, emergency medical personnel and law enforcement. ENP is not a substitute for using 911 or any other emergency communication service. In the event of an emergency, you should dial 911 or directly contact emergency services.

## **Indemnity**

You agree to defend, indemnify, and hold harmless SafeDISMISSAL.COM and its officers, directors, employees, and agents from and against any and all claims, damages, obligations losses, demands, liabilities, costs and expenses (including but not limited to attorney’s fees) resulting from, related to, or arising out of (i) your violation of these Terms and (ii) your use of the Services.

## **Warranty Disclaimer**

THE SERVICES AND SITE ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS, WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. SAFEDISSMISSAL.COM AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS SPECIFICALLY (BUT WITHOUT LIMITATION) DISCLAIM (i) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR

PURPOSE, OR NON-INFRINGEMENT; (ii) ANY WARRANTIES ARISING OUT OF COURSE-OF-DEALING, USAGE, OR TRADE; (iii) ANY WARRANTIES THAT THE INFORMATION OR RESULTS PROVIDED IN, OR THAT MAY BE OBTAINED FROM USE OF THE SERVICES OR SITE WILL MEET YOUR REQUIREMENTS OR BE ACCURATE, RELIABLE, COMPLETE, OR UP-TO-DATE; AND (iv) ANY WARRANTIES THAT THE SERVICES OR SITE WILL BE UNINTERRUPTED OR ERROR-FREE. YOUR USE OF OR ACCESS TO THE SERVICES OR SITE IS DONE AT YOUR OWN DISCRETION AND RISK.

SAFEDISMISSAL.COM TAKES REASONABLE MEASURES TO ENSURE THAT PERSONALLY IDENTIFIABLE INFORMATION OF TEACHERS AND STUDENTS IS NOT DISCLOSED, EXCEPT TO SCHOOLS AND EDUCATIONAL PROFESSIONALS, SO THAT THEY MAY USE THE SERVICES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES IN SOME CIRCUMSTANCES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

### **Limitation of Liability**

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL SAFEDISMISSAL.COM OR ITS EMPLOYEES, OFFICERS, DIRECTORS OR AGENTS BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF WE HAVE BEEN ADVISED OF, KNEW OR SHOULD HAVE KNOWN

THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY. OUR AGGREGATE TOTAL CUMULATIVE LIABILITY TO YOU OR ANYONE ELSE FOR ANY LOSS OR DAMAGES (INCLUDING, WITHOUT LIMITATION, DIRECT DAMAGES) RESULTING FOR CLAIMS, DEMANDS OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE GREATER OF (I) \$100 OR (II) THE AMOUNTS ACTUALLY PAID BY YOU TO SAFEDISMISSAL.COM, IN CONNECTION WITH YOUR USE OF THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THIS APPLICABLE CLAIM, PRORATED FOR ANY PARTIAL PERIOD YOU USE THE SERVICES AND/OR FOR ACTUAL SERVICES USED BY THE PLAINTIFF OR DEFENDANT IN THE CLAIM, AS APPROPRIATE, AND NOT THEIR PARENT, AFFILIATES, OR SUBSIDIARIES. THIS LIMITATION OF LIABILITY REFLECTS AN ALLOCATION OF RISK BETWEEN YOU AND SAFEDISMISSAL.COM

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY IN SOME CIRCUMSTANCES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## **Modifications**

We may modify these Terms from time to time and such modifications shall immediately take effect upon posting to the Site. If you do not agree with any changes to these Terms, you may terminate your account and stop using the Services. Your continued use of the Site or Services indicates that you have read, understood and agreed to the current version of these Terms.

SafeDISMISSAL.COM reserves the right in its sole discretion to review, improve, modify, shut down, or discontinue, temporarily or permanently, the Services or Site.



## **General**

The rights, obligations and duties contained herein shall survive the termination or modification of these Terms and shall survive even after you no longer continue to use SAFEDISMISSAL.COM.

SafeDISMISSAL.COM may assign its rights and obligations pursuant to these Terms without prior notice to or consent from you. You, however, may not assign your rights or obligations pursuant to these Terms.

These Terms are governed by the laws of the State of Georgia without respect to its conflict of laws principals. All disputes or actions related to or arising out of these Terms or your use of the Services shall be brought exclusively in the courts of Fayette County in the State of Georgia and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of Fayette County in the State of Georgia.

If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.

No waiver of any of these Terms shall be deemed a further or continuing waiver of such term or condition or any other term or condition.