

Platform Terms of Use

Last Modified: 11/17/2023

Acceptance of the Terms of Use

These terms of use are entered into by and between You and The Clock Tower Schools (CTS), (collectively, “**School**,” “**our**,” “**us**,” or “**we**”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, “**Terms of Use**”), govern your access to and use of The Clock Tower Schools Stakeholder App/Portal, (the “**Platform**”) including any content, functionality, and information available on or through the Platform.

Please read the Terms of Use carefully before you start to use the Platform. **By registering for and using the Platform, you accept and agree to be bound and abide by these Terms of Use and all other terms incorporated herein by reference, and you acknowledge and consent to all actions we take which or consistent with our Privacy Policy, found at www.clocktowerschools.org/app, or through the “Downloads” tab on the Platform.** If you do not want to agree to these Terms of Use, you must not access or use the Platform.

The Platform is only available to registered users.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Platform thereafter. Your continued use of the Platform following the posting of revised Terms of Use means that you are aware of and accept and agree to those changes. You are expected to check this page from time to time so you are aware of any changes.

Accessing the Platform and Account Security

We reserve the right to withdraw or amend the Platform in our sole discretion and without notice. We are not liable if for any reason all or any part of the Platform is unavailable at any time or for any period of time. We will restrict access to certain portions of the Platform and its content depending on the registered user’s right to access.

You are responsible for both:

- Making all arrangements necessary for you to have access to the Platform.
- Ensuring that all persons who access the Platform through your internet connection are aware of these Terms of Use and comply with them.

To register to access the Platform, you will be asked to provide certain registration details or other information. It is a condition of your registration with and use of the Platform that all the information you provide on the Platform is correct, current, and complete. You agree that all information you provide to register with the Platform or otherwise is governed by our *Privacy Policy* (viewable at www.clocktowerschools.org/app), and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Platform or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security of the Platform.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

Intellectual Property Rights

The Platform and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by us and are protected by United States and international intellectual property or proprietary rights laws. In addition, we shall own all right, title, and interest in and to all aggregated data.

These Terms of Use permit You a limited, non-exclusive, non-transferrable, and revocable license to use the Platform for its intended purposes only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Platform, except as follows:

- Your computer, phone, or device may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Platform for your own use and not for further reproduction, publication, or distribution.

You must not:

- Modify copies of any materials from our Platform.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from our Platform.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Platform in breach of the Terms of Use, your right to use the Platform will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Platform or any content on the Platform is transferred to you, and all rights not expressly granted are reserved by the School. Any use of the Platform not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

Trademarks

All names, logos, designs, slogans and the like are trademarks of the School or its affiliates or licensors. You must not use any such marks without the prior written permission of the School.

Prohibited Uses

You may use the Platform only for lawful purposes and in accordance with these Terms of Use.

You agree not to use the Platform:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries). It is the user responsibility to observe all applicable laws and regulations governing their access to the Platform or their use of any information that is accessible through the Platform. We do not knowingly make the Platform or any of its content or features available to any registered user where it may be unlawful to do so.
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with our Terms of Use.
- To impersonate or attempt to impersonate the School, a School employee, another user, or any other person or entity (including, without limitation, by using email addresses or user names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits any other registered user's use of the Platform, or which, as determined by us, may harm the Platform or registered users of the Platform, or expose them to liability.

Additionally, you agree not to:

- Use the Platform in any manner that could disable, overburden, damage, or impair its function or interfere with any other party's use of the Platform, including their ability to engage in real time activities through the Platform.
- Use any robot, spider, or other automatic device, process, or means to access the Platform for any purpose, including monitoring or copying any of the material on the Platform.
- Use any manual process to monitor or copy any of the material on the Platform, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Platform, including without limitation, any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Platform or any server, computer, or database used to support or provide the Platform.
- Attack the Platform via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Platform.

Reliance on Information Posted

The information presented on or through the Platform is made available to registered users who wish to remain informed about student progress and solely for general information purposes.

We do not warrant the accuracy, completeness, or usefulness of this information, and any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by You, or by anyone who may be informed of any of its contents.

Updates on the Platform

We will endeavor to update the content on our Platform daily, however, its content is not necessarily complete or up-to-date. Any of the material on the Platform may be out of date at any given time, and we are under no obligation to update such material.

Information About You and Your Visits to the Platform

All information that is collected or viewable through the Platform is subject to our Privacy Policy (viewable at www.clocktowerschools.org/app). By using the Platform, you consent to all actions taken by us with respect to your information when such actions are consistent with the Privacy Policy.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that if files are available for downloading from the Platform that such files will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Platform for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER, PHONE, OR DEVICE EQUIPMENT, PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE PLATFORM OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT.

YOUR USE OF THE PLATFORM AND ITS CONTENT IS AT YOUR OWN RISK. THE PLATFORM AND ITS CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE SCHOOL NOR ANY PERSON ASSOCIATED WITH THE SCHOOL MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE PLATFORM. WITHOUT LIMITING THE FOREGOING, NEITHER THE SCHOOL NOR ANYONE ASSOCIATED WITH THE SCHOOL REPRESENTS OR WARRANTS THAT THE PLATFORM OR ITS CONTENT WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR PLATFORM OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE PLATFORM WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE SCHOOL HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY,

OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE SCHOOL, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE PLATFORM OR ANY CONTENT ON THE PLATFORM, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify, and hold harmless the School, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Platform, including, but not limited to, any use of the Platform's content other than as expressly authorized in these Terms of Use.

Governing Law and Jurisdiction

All matters relating to the Platform and these Terms of Use, and any dispute or claim arising therefrom or related thereto shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction).

Arbitration

Any controversy, claim or dispute arising out of or relating to these Terms of Use shall be settled by binding arbitration via a remote infrastructure, unless otherwise agreed by the parties. Such arbitration shall be conducted in accordance with the then prevailing commercial arbitration rules of the American Arbitration Association ("AAA"), with the following exceptions if in conflict: (a) one (1) arbitrator shall be chosen by the AAA (the "Arbitrator"); (b) each party to the arbitration shall pay its pro rata share of the expenses and fees of the Arbitrator, together with other expenses of the arbitration incurred or approved by the Arbitrator; and (c) arbitration may

proceed in the absence of any party if written notice (pursuant to the Arbitrator's rules and regulations) of the proceeding has been given to such party. The parties agree to abide by all decisions and awards rendered in such proceedings. Such decisions and awards rendered by the Arbitrator shall be final and conclusive and may be entered in any court of competent jurisdiction as a basis of judgment and of the issuance of execution for their collection. All such controversies, claims, and disputes shall be settled in this manner in lieu of any action at law or in equity, provided, however, that nothing in this section shall be construed as precluding bringing an action for injunctive relief or other equitable relief in any court of competent jurisdiction. The Arbitrator shall not have the power to amend this Agreement except as may be explicitly permitted by this Agreement.

Waiver and Severability

No waiver by the School of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the School to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by an arbitration, court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

Except as may be provided in other agreements between the parties, and which terms shall control, these Terms of Use, and all other documents incorporated herein, constitute the sole and entire agreement between You and us regarding the Platform and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Platform.

Contact Information

To ask questions or comment about this privacy policy and our privacy practices, contact us at:

Email: info@clocktowerschools.org

Mail: Network Administrator
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