

Kid Account, LLC Agreement, Terms of Service

Internet

Customer is solely responsible for obtaining internet service to the customer provided hardware and from which Customer will access the application.

Content

Customer is responsible for all content and data management and when using the Kid Account, LLC system provided by Provider as part of Provider's distribution system for application access and use (Provider System). Provider will use reasonable commercial efforts to provide the Customer content, but may not be able to do so. Provider will use reasonable commercial efforts to provide the Customer content, but due to the possibility of technical, mechanical, electrical, and other problems beyond its reasonable control that may arise, Provider cannot guarantee its ability to do so. Some or all of the services relating to the Provider system may be provided by third parties. Provider will use reasonable commercial efforts to make live and archived Customer Content available twenty-four hours out of each calendar day.

The Provider is not responsible for the content, including but not limited to any statements, acts or breach of copy right laws , student, staff and parent data, made by representative of any participants made therein.

License

Grant: Subject to the terms and conditions of this Agreement and during the Term, Provider grants to Customer a personal, non transferable, non-exclusive, limited license to use the Software with or embedded within the object code form only for internal use only for the operation of the Product(s) that Customer has purchased from Provider.

License Restrictions

Customer shall not (i) modify, translate, reverse engineer, decompile, disassemble (except to the extent that this restriction is expressly prohibited by law) the Product or otherwise attempt to discover the source code of all or any portion of the embedded Software: (ii) modify, translate or create derivative works of all or any portion of the embedded Software: (iii) copy the Software; or (iv) rent, lease, sell, offer to sell, distribute, or otherwise transfer rights to the embedded Software except as expressly authorized in this Agreement.

Term and Termination

This Agreement shall commence on the Effective Date and shall continue for the Initial Term, each as set forth on the KIDaccount, LLC Agreement. Thereafter, the parties may mutually agree to extend the term of this Agreement. The original term will extend automatically at the end of the initial term and for a period equal to the initial term, unless otherwise refused by Customer in writing upon one month prior to the end of the initial term. Customer is responsible for the full price of Products(s) as set forth on the Kid Account, LLC Agreement. The Initial Term together with any renewal term(s) are the "Term." Customer may not terminate the Agreement for any reason: provided, however, that if such termination should occur, Customer's continuing obligations for any payments for the rest of the current Term shall accelerate and be due immediately. Provider may terminate this Agreement at any time for Customer's breach of the Agreement that has not been cured by Customer within twenty (20) days of the date of Provider's notice of the alleged breach. Upon expiration of this Agreement for any reason, Customer shall work with Provider to promptly return the Product(s) to Provider at Customer's expense.

NO WARRANTY:

PROVIDER DOES NOT MAKE WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. ALL IMPLIED WARRANTIES AS TO SATISFACTORY QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS ARE EXPRESSLY DISCLAIMED. PROVIDER DOES NOT WARRANT THAT THE PRODUCT(S) OR THE PROVIDER SYSTEM IS ERROR-FREE OR THAT THEIR USE WILL BE UNINTERRUPTED.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE LICENSED APPLICATION IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LICENSED APPLICATION AND ANY SERVICES PERFORMED OR PROVIDED BY THE LICENSED APPLICATION ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND LICENSOR HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE LICENSED APPLICATION AND ANY SERVICES, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR

CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND OF NONINFRINGEMENT OF THIRD-PARTY RIGHTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LICENSOR OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE LICENSED APPLICATION OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

Limitation of Liability.

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL LICENSOR BE LIABLE FOR PERSONAL INJURY OR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OF OR INABILITY TO USE THE LICENSED APPLICATION, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU.

DISCLAIMER OF WARRANTIES; LIABILITY LIMITATION

KIDACCOUNT DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, AND YOU AGREE THAT FROM TIME TO TIME KIDACCOUNT MAY REMOVE THE SERVICES FOR INDEFINITE PERIODS OF TIME, CANCEL THE SERVICES AT ANY TIME, OR OTHERWISE LIMIT OR DISABLE YOUR ACCESS TO THE SERVICES WITHOUT NOTICE TO YOU.

YOU EXPRESSLY AGREE THAT YOUR USE OF, OR INABILITY TO USE, THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES AND ALL CONTENT DELIVERED TO YOU THROUGH THE SERVICES ARE (EXCEPT AS EXPRESSLY STATED BY KIDACCOUNT) PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, THE ABOVE EXCLUSION OF IMPLIED WARRANTIES MAY NOT APPLY TO YOU.

IN NO CASE SHALL KID ACCOUNT,LLC , ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF ANY OF THE SERVICES OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE SERVICES AND/OR CONTENT, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES, EVEN IF ADVISED OF THEIR POSSIBILITY. BECAUSE SOME COUNTRIES, STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH COUNTRIES, STATES OR JURISDICTIONS, KIDACCOUNT'S LIABILITY SHALL BE LIMITED TO THE EXTENT SUCH LIMITATION IS PERMITTED BY LAW.

KIDACCOUNT SHALL USE REASONABLE EFFORTS TO PROTECT INFORMATION SUBMITTED BY YOU IN CONNECTION WITH THE SERVICES, BUT YOU AGREE THAT YOUR SUBMISSION OF SUCH INFORMATION IS AT YOUR SOLE RISK, AND YOU HEREBY RELEASE KIDACCOUNT FROM ANY AND ALL LIABILITY TO YOU FOR ANY LOSS OR LIABILITY RELATING TO SUCH INFORMATION IN ANY WAY.

KIDACCOUNT DOES NOT REPRESENT OR GUARANTEE THAT THE SERVICES WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND YOU HEREBY RELEASE KIDACCOUNT FROM ANY LIABILITY RELATING THERETO. YOU SHALL BE RESPONSIBLE FOR BACKING UP YOUR OWN SYSTEM, INCLUDING ANY CONTENT ACQUIRED OR RENTED THROUGH THE SERVICES.

KIDACCOUNT IS NOT RESPONSIBLE FOR DATA CHARGES YOU MAY INCUR FOR USE OF KIDACCOUNT SERVICE OVER A DATA CONNECTION.

WAIVER AND INDEMNITY

BY USING THE SERVICES, YOU AGREE, TO THE EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD KIDACCOUNT, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS HARMLESS WITH RESPECT TO ANY CLAIMS ARISING OUT OF YOUR BREACH OF THIS AGREEMENT, YOUR USE OF THE SERVICES, OR ANY ACTION TAKEN BY KIDACCOUNT AS PART OF ITS INVESTIGATION OF A SUSPECTED VIOLATION OF THIS AGREEMENT OR AS A RESULT OF ITS FINDING OR DECISION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. YOU AGREE THAT YOU SHALL NOT SUE OR RECOVER ANY

DAMAGES FROM KIDACCOUNT, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS AS A RESULT OF ITS DECISION TO REMOVE OR REFUSE TO PROCESS ANY INFORMATION OR CONTENT, TO WARN YOU, TO SUSPEND OR TERMINATE YOUR ACCESS TO THE SERVICES, OR TO TAKE ANY OTHER ACTION DURING THE INVESTIGATION OF A SUSPECTED VIOLATION OR AS A RESULT OF KIDACCOUNT'S CONCLUSION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. THIS WAIVER AND INDEMNITY PROVISION APPLIES TO ALL VIOLATIONS DESCRIBED IN OR CONTEMPLATED BY THIS AGREEMENT .

EXCEPT FOR THE PAYMENT OF FEES DUE TO PROVIDER AND/OR A BREACH OF THE LICENSE SECTION, IN NO EVENT SHALL PROVIDER NOR CUSTOMER BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL OR OTHER DAMAGES WHATSOEVER RESULTING FROM PROVIDER'S PERFORMANCE OR FAILURE TO FURNISH, PERFORMANCE OR USE OF ANY GOODS SOLD PURSUANT HERETO, WHETHER DUE TO BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, PRODUCT LIABILITY, THE NEGLIGENCE OF PROVIDER OR CUSTOMER OR OTHERWISE.

Contract Changes

KIDaccount reserves the right at any time to modify this Agreement and to add new or additional terms or conditions on your use of the Services. Such modifications and additional terms and conditions will be effective immediately and incorporated into this Agreement. Your continued use of the Services will be deemed acceptance thereof.

Consent to Use of Data:

You agree that Licensor may collect and use technical data and related information—including but not limited to technical information about your device, system and application software, and peripherals—that is gathered periodically to facilitate the provision of software updates, product support, and other services to you (if any) related to the Licensed Application. Licensor may use this information, as long as it is in a form that does not personally identify you, to improve its products or to provide services or technologies to you.

Governing Law and Disputes: This Agreement shall be governed by and construed according to the laws of the State of Missouri without regard to its conflict of law provisions. All disputes under any order concerning Product(s) not otherwise resolved between Provider and Customer shall be resolved in a court of competent jurisdiction in St. Francois County, Missouri. The parties agree the United States Convention on Contracts for the International Sale of Goods is disclaimed in its entirety and shall not apply to this Agreement.

General: Customer shall not assign this Agreement or any interest therein or any rights hereunder without the prior written consent to Provider. Provider shall not be liable for breach (including, without limitation, delay in deliver or no delivery of content to end viewer) due to causes beyond Provider's reasonable control, including but not limited to acts of God, acts of Customer, acts of civil or military authority, war, riots, interruption of internet service, equipment failure, software failure, interruption of electrical service, priorities, fires, necessary labor, materials, manufacturing facilities, or compliance with any law, regulation or order.