

General Terms of Use

PLEASE READ THROUGH THE GENERAL TERMS OF USE CAREFULLY BEFORE USING THE SITE



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References to “us,” “we,” “our,” or “Enrollcast Analytics, LLC” in these Terms of Use, are referring to Enrollcast Analytics, LLC and its affiliates. References to “you,” “your” or “User” in this General Terms of Use document are referring to the end user (student, parents, teachers, admin staff, or other user type that is accessing the Enrollcast Analytics, LLC Product, or a visitor to the public website) unless mentioned specifically. References to “Customer” in this Terms of Use document are referring to the respective School or School District who have licensed any Enrollcast Analytics, LLC Product (excluding our Publicly Accessible Products) and the User is connected to in capacity as a student, parent, teacher, admin or a member of staff.

Your use of this Site is subject to all terms and policies posted on this Site (including the Global Privacy Statement, collectively referred to as “Terms of Use” or “ToU”). This ToU informs you the rules for using the Site. This general ToU is a general agreement between Enrollcast Analytics, LLC, licensor of the product/ service and the User who avail any services from Enrollcast Analytics, LLC. **IF YOU ARE UNDER 18 YEARS OF AGE, PLEASE BE SURE TO READ THESE TERMS OF USE AND GLOBAL PRIVACY STATEMENT WITH YOUR PARENTS OR GUARDIAN AND ASK QUESTIONS ABOUT THINGS YOU DO NOT UNDERSTAND.**

The Terms of Use may be revised from time to time through an updated posting, and therefore you should check the Terms of Use periodically. Revisions are effective upon posting and your continued use of this Site following the posting of revisions to the Terms of Use will indicate your acceptance of such revisions.

It is important to us that this Site provides a helpful and reliable experience to Users. To protect our rights and yours, we have prepared these Terms of Use that apply to all Users of this Site. If you have any questions concerning the Terms of Use, please Contact Us.

BY USING THIS SITE, YOU REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THESE TERMS OF USE AND THE PRIVACY STATEMENT AND AGREE TO BE BOUND BY THEM. IF YOU DO NOT AGREE WITH ANY PART OF THESE TERMS OF USE OR THE PRIVACY STATEMENT GOVERNING THIS SITE, YOU SHOULD NOT USE THIS SITE. BY USING OR DOWNLOADING INFORMATION FROM THIS SITE, YOU AGREE TO USE OUR SERVICES IN A MANNER CONSISTENT WITH ALL APPLICABLE LA¹³WS AND REGULATIONS AND IN ACCORDANCE WITH THESE TERMS OF USE AND ANY

APPLICABLE LICENSE AGREEMENT WITH YOUR EDUCATIONAL INSTITUTION AND ENROLLCAST ANALYTICS, LLC.

A. Applicable for Enrollcast Analytics, LLC Products

This section and section B apply to all Users of Enrollcast Analytics, LLC product(s).

Access and Security

Access to sections of any Enrollcast Analytics, LLC product or service may be restricted based on the assigned role the User has per their school or school district, or the type of application to which the User has access. Usernames and passwords are personal to the registered User and may not be shared or transferred with any other party. Usernames and passwords must be kept confidential. You are fully responsible for all activities that occur under your username and password. You agree to (a) immediately notify your school or district's authorized administrator of any unauthorized use of your username and password, or another User's username and password, or any other breach of security, and (b) ensure that you log out from use of this site under your username and password at the end of each session.

Registration

Enrollcast Analytics, LLC products may require you to be a registered User. At the time of registration and thereafter at all the times you agree to provide accurate, true and up-to-date and complete information. We reserve the right for the Customer to terminate your access to the Site if information you have submitted is inaccurate or becomes inaccurate at a later date. If required by the Customer, Enrollcast Analytics, LLC may assist in such access termination.

Information Accuracy

The User of a Enrollcast Analytics, LLC product licensed to a school or school district has an obligation to provide true and correct information and at all times keep the data up to date, wherever applicable. Enrollcast Analytics, LLC cannot guarantee the accuracy of information provided by the Users and therefore cannot be held responsible for any incorrect information of the User presented in the Enrollcast Analytics, LLC product. The information, software, products, and services published on this website may include inaccuracies or typographical errors. Enrollcast Analytics, LLC cannot be held responsible for complete information or flow not appearing due to faults in certain software, applications, or devices you may be using.

Content

Enrollcast Analytics, LLC does not guarantee the accuracy or completeness of any information or content posted by the User or the "Customer" i.e. the School or School District. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

Submissions and Posting

You are responsible for your own communications, if any, and are responsible for the consequences of posting your data/ communications. You must not, and by using this site you agree not to, do the following things:

- Post material that is copyrighted, unless you are the copyright owner or have the permission of the copyright owner to post it; post material that reveals trade secrets, unless you own them or have the permission of the owner;
- Post material that infringes on any other intellectual property rights of others or on the privacy or publicity rights of others;
- Post material that is obscene, defamatory, threatening, harassing, abusive, hateful, or embarrassing to another user or any other person or entity;
- Post a sexually explicit image or statement;
- Post advertisements or solicitations of business, post chain letters or pyramid schemes;
- Impersonate another person; or
- Post material that contains viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines or engines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information.
- Your postings will not be used to carry out or solicit any unlawful activity and/or be used to make commercial solicitations.

Retention policy

Any personal data (like name, email id, demographic data, educational data, etc.) provided by the User in the application is retained for as long as you maintain an active account in the application, or for as long as you do not modify or delete the data. When you delete your account within the application, all personally identifiable data associated with your account is permanently removed.

Please note that certain aggregated data may still be stored in our database for administrative purposes. Please read the Global Privacy Statement to know more on the Retention policy.

User Restrictions

Users accessing Enrollcast Analytics, LLC products through their school or school district, who are licensees of the Enrollcast Analytics, LLC product have the following restrictions:

- Modifications of any materials on this Site or use of the materials for any purpose other than as contemplated in this Site is a violation of Enrollcast Analytics, LLC's copyright and proprietary rights.
- Unless expressly allowed by the product, you may not reproduce, upload, post, transmit, download, or distribute any part of this site other than printing out or downloading portions of the text and images for your own personal, non-commercial use, without written approval of Enrollcast Analytics, LLC.
- You will not use this Site for any purpose that is unlawful or prohibited by the ToU.
- You agree not to upload, post, transmit, publish, or distribute or use any material or information in this Site that is unlawful, or which may potentially be perceived as being

harmful, threatening, or objectionable in any manner that could damage, disable, overburden, or impair this Site or interfere with any other party's use and enjoyment of this Site.

- You agree not to obtain or attempt to obtain through this Site any materials or information not intentionally made available to you through this Site.

Product Suspension or Termination

Enrollcast Analytics, LLC reserves the right at any time, and from time to time, to modify or discontinue, suspend, temporarily or permanently, this Site, or any part thereof, with or without notice to the respective school or school district licensing the Site.

Links to Other Sites

This Site may provide links to third party websites or resources. Because Enrollcast Analytics, LLC does not control such websites and resources, you acknowledge and agree that Enrollcast Analytics, LLC is not responsible or liable for the content, products or performance of such third party websites and resources, and you hereby irrevocably waive any claim against Enrollcast Analytics, LLC with respect to such websites and resources. Enrollcast Analytics, LLC acts as a facilitator in such cases and may not have direct control over the third-party services. Enrollcast Analytics, LLC reserves the right to remove such third party links within a Enrollcast Analytics, LLC product at any time without notice. The inclusion of a link to such another website or resource does not necessarily constitute an endorsement of, sponsorship of, or affiliation to Enrollcast Analytics, LLC of that third-party website or resource, or any products or services provided therein. The information practices of those websites are not covered by this Privacy Statement or any other policies or terms applicable to this Site. We recommend that you review any terms of use and privacy policy of any linked third party website before providing any information to that website or using its products and services. Domain names and trademarks of any linked website, and all content of such linked website, are the sole property of their respective owners. You may elect to explore and register with such third -party sites, choosing to share your personal data directly with such vendors. If you consent to sharing your data with such vendors, you acknowledge that Enrollcast Analytics, LLC is not requiring you to make that decision.

Enrollcast Analytics, LLC will not be party to any legal proceedings between a User and a party contracted through the site. In case Enrollcast Analytics, LLC is implicated in any legal proceedings, costs will be recovered from the party that names Enrollcast Analytics, LLC. Enrollcast Analytics, LLC, however, will abide with any court order served on it through due process.

Please note that this Site may also provide links to other sites (whether Enrollcast Analytics, LLC products, or third parties sites) brought to you by the applicable school or school district. The Terms of Use for our publicly accessible Enrollcast Analytics, LLC products will vary.

Limitation of Liability

This Site is only a venue. You assume all risks associated with dealing with other Users with whom you come in contact through the site and in no event shall Enrollcast Analytics, LLC be liable for any direct, indirect, incidental, special, consequential, punitive or exemplary damages, damages for loss of profits, goodwill, use or data, or other intangible losses, fines, fees, penalties, or liabilities (even if advised of the possibility of such damages), resulting from: (i) the loss of data and/or the use or delay or the inability to use this Site; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from this Site; (iii)

unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on this Site; (v) for any information, software, products, and services obtained through this Site, or otherwise arising out of the use of this Site, whether based on contract, tort, strict liability, or otherwise, even if any of Enrollcast Analytics, LLC, our affiliates, and/or our respective suppliers and licensors has been advised of the possibility of such damages. (vi) or relating in any way to third-party links accessed through this Site; or (vii) any other matter relating to this Site.

As user authentication on the Internet is difficult, Enrollcast Analytics, LLC cannot and does not confirm that each user is who they claim to be. Because Enrollcast Analytics, LLC does not and cannot be involved in user-to-user dealings or control the behavior of participants on the site, in the event that you have a dispute with one or more users, you release Enrollcast Analytics, LLC (and our agents and employees) from claims, demands and damages (actual and consequential, direct and indirect) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.³⁴

If you are a California resident, you waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Enrollcast Analytics, LLC is under no legal obligation to, and generally does not, control the information provided by other users which is made available through this site. By its very nature, other people's information may be offensive, harmful, or inaccurate, and in some cases will be mislabeled or deceptively labeled.

Enrollcast Analytics, LLC expects that you will use caution and common sense when using this Site. You acknowledge and agree that you are solely responsible for the form, content and accuracy of any information placed by you on this Site.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF THE ABOVE MAY NOT APPLY TO YOU. IN NO EVENT WILL THE AGGREGATE LIABILITY OF ENROLLCAST

ANALYTICS, LLC, OUR AFFILIATES, AND OUR RESPECTIVE SUPPLIERS AND LICENSORS FOR ANY DAMAGES ARISING OUT OF OR RELATED TO ANY DEFAULT HEREUNDER, REGARDLESS OF THE FORM OF THE ACTION, EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY YOU FOR USE OF THIS SITE.

B. GENERALLY APPLICABLE SECTIONS

This section is applicable to all Users, whether viewing our Enrollcast Analytics, LLC public website or accessing any Enrollcast Analytics, LLC product(s).

Prohibited Actions

By your use of the Site, you agree that you will NOT: reverse engineer, duplicate, publish, modify, extract data using automated processes such as bots and web crawlers (scraping), or otherwise distribute the materials on this Site unless specifically authorized in writing by Enrollcast Analytics, LLC to do so.

Copyright and Trademark Notices

The entire content of this Site and any supporting software are the proprietary property of Enrollcast Analytics, LLC and/or its licensors and are protected by U.S. and international copyright and other intellectual property laws. The reproduction, redistribution, modification or publication of any part of this Site without the express written consent of Enrollcast Analytics, LLC and/or its licensors is strictly prohibited.

You agree not to display, disparage, dilute, or taint our trademarks or use any confusing similar marks or use our trademarks in such a way that would misrepresent the ownership of such marks. Any permitted use of our trademarks by you shall be to the benefit of Enrollcast Analytics, LLC.

Any suggestions received through 'contact us' shall become the property of Enrollcast Analytics, LLC without any obligation, and you shall not be entitled to any claim or compensation under any circumstances.

Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THIS SITE IS AT YOUR OWN RISK. THIS SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ENROLLCAST ANALYTICS, LLC EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

ENROLLCAST ANALYTICS, LLC MAKES NO WARRANTY THAT (i) THIS SITE WILL MEET YOUR REQUIREMENTS, (ii) THIS SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THIS SITE

WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THIS SITE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS OR DEFECTS IN THIS SITE WILL BE CORRECTED

ANY MATERIAL UPLOADED/DOWNLOADED OR OTHERWISE OBTAINED, FROM THIS SITE IS DONE AT YOUR OWN DISCRETION AND RISK; ENROLLCAST ANALYTICS, LLC SHALL NOT BE LIABLE, AND YOU WILL BE SOLELY RESPONSIBLE, FOR ANY AND ALL LOSS, OR CORRUPTION, OF DATA UPLOADED OR INPUTTED BY YOU THROUGH THE USE OF THIS SITE, AND ALL SERVICING, REPAIR, OR CORRECTION AND ANY DAMAGE TO YOUR HARDWARE AND SOFTWARE THAT MAY RESULT FROM THE USE OF THIS SITE.

Digital Millennium Copyright Act Compliance

If you have any copyright concerns about any materials posted on this Site by others, please let us know. We comply with the provisions of the Digital Millennium Copyright Act ("DMCA") applicable to Internet service providers (17 U.S.C. § 512). Unless otherwise stated in any specific DMCA designation provided by Enrollcast Analytics, LLC, please provide us with written notice ("Notice") by contact-using our Designated Agent at the following address:

Designated Agent Enrollcast Analytics, LLC

112 Harvard Ave. #351

Claremont, CA 91711

email: legalnotices@enrollcast.com

To be effective, the Notice must include the following:

1. A physical or electronic signature of the owner, or a person authorized to act on behalf of the owner, ("Complaining Party") of an exclusive right that is allegedly being infringed upon;⁴⁶
2. Information reasonably sufficient to permit Enrollcast Analytics, LLC to contact the Complaining Party, such as an address, telephone number, and if available, an electronic mail address;
3. Identification of the allegedly infringing material on the Enrollcast Analytics, LLC Site ("Infringing Material"), and information reasonably sufficient to permit Enrollcast Analytics, LLC to locate such material on the Enrollcast Analytics, LLC Site;
4. Identification of the copyrighted work claimed to have been infringed upon ("Infringed Material"), or if multiple copyrighted works at a single Enrollcast Analytics, LLC Site are covered by a single Notice, a list of each copyrighted work claimed to have been infringed;
5. A statement that the Complaining Party has a good faith belief that use of Infringing Material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

6. A statement that the information in the Notice is accurate, and under penalty of perjury, that the Complaining Party is the owner or is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

General Information; Governing Law

This ToU constitutes the entire understanding between you and Enrollcast Analytics, LLC with respect to your use of Enrollcast Analytics, LLC public website. For your access and use of any Enrollcast Analytics, LLC product, the license agreement executed between Enrollcast Analytics, LLC and the Customer shall control in case of any conflict between the terms of this ToU and such license agreement. These Terms of Use and the relationship between you and Enrollcast Analytics, LLC will be governed by the laws of the State of California without regard to its conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed. The failure of Enrollcast Analytics, LLC to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Use remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of this Site or these Terms of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Enrollcast Analytics, LLC or any of our affiliates or suppliers as a result of this agreement or use of this site.

Any rights not expressly granted herein are reserved.

Please report any violations of these Terms of Use to Data Subject Access Form.

Violations

Please Contact Us to report any violations of the Terms of Use.

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