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Last updated 4/11/2017

This Terms of Use governs access to and use of the technology, and professional services offered by Kininvolved™ (the “Services”) to schools, districts and educational organizations (“You”). The term “Services” includes, without limitation, the KiNVO™ app, and any service Kininvolved provides in relation to the app (“Professional Services”).

The Terms of Use include the Kininvolved Privacy Policy, incorporated [here](#) by reference. Together, the Terms of Use and Privacy Policy constitutes a legally binding Agreement, and by using the Services, you represent that You agree to be bound to these Terms of Use, and You represent that you have the authority to bind Your organization to these Terms of Use.

If You do not have the necessary authority or if you do agree to these Terms of Use, then you may not access or use the Services.

1. Scope of Services:

1. Kininvolved provides an online and mobile application that allows users to take and track attendance, communicate with families, and track broader attendance-related trends. Kininvolved also provides account set-up, customized training and consulting services for schools, districts and non-profit organizations to understand and improve their attendance rates.
2. You shall be solely responsible for obtaining and maintaining any equipment or ancillary services needed to connect to, access, or otherwise use the Services, including without limitation modems, hardware, software, and telephone service.



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Your internal, non-commercial, educational purposes only.

3. Fees and Payment:

1. Certain Services carry subscription fees ("Subscription Fees"). Subscription Fees will be due in advance on an annual or monthly basis ("Subscription Term"), as agreed by You and Kinolved on any attached Order Form. At the beginning of each Subscription Term, Kinolved will invoice You (or, if You provided a credit card number, will bill that credit card) for the applicable Subscription Fees due for the following Subscription Term. Invoiced charges are due net thirty (30) days from Your receipt of the invoice. If You owe Subscription Fees on a monthly basis, and if Your first month of subscription Services does not begin on the first day of a given calendar month, You will be charged a prorated amount of Subscription Fees for such first month, on the first day of such subscription Services. Fees for Professional Services are due net thirty (30) days from Your receipt of the invoice.
2. Unless otherwise agreed by You and Kinolved in writing, all fees are non-refundable for any reason, including without limitation if this Agreement terminates prior to the end of the subscription Term for which You have pre-paid Subscription Fees. All amounts due shall be paid in United States Dollars.
3. If the payment information You have provided is incorrect, incomplete, late or Kinolved is otherwise unable to complete a transaction or collect timely payment due to Your error or omission, any payment due that is so delayed shall bear interest at the rate of one and one-half percent (1.5%) per month or the highest rate allowed by applicable law, whichever is less.

4. Intellectual Property:

1. The Services, trademarks, trade dress, service marks and logos are owned by Kinolved and are subject to copyright and other intellectual property rights under



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3. Notwithstanding the above, in connection with the Services, Kinolved may, or may permit You to, generate reports using Your data ("Reports"). For avoidance of doubt, Reports are part of the Services, however such reports are owned by You.
4. You may request, through Kinolved Account Administration, or via a separate written contract with Kinolved, that Kinolved perform certain Professional Services in connection with the Services. You hereby grant Kinolved all rights, licenses, and permissions necessary and/or useful in connection with its performance of the Professional Services.
5. Anything conceived or reduced to practice related to developing or improving the Services in connection with the Professional Services that does not include Your data are owned by Kinolved. Any work product resulting from the Professional Services that is provided to You by Kinolved is part of the Services, and You shall be granted ownership of all work product.

5. Privacy:

1. Kinolved is committed to protecting the privacy of Your data and maintains a privacy policy, which may be viewed at www.kinvolved.com/privacy.
2. If the Family Educational Rights and Privacy Act (FERPA) applies to You, You hereby designate Kinolved as a "school official" as the term is used in FERPA, with a "legitimate educational interest" in receiving the data you provide via the Services. You hereby represent and warrant that (a) You have obtained all consents necessary in connection with disclosing any educational records to Kinolved, its users, or otherwise in connection with the Services in compliance with FERPA. You further represent that You comply with all applicable data privacy laws and TCPA with respect to the data You collect, store and maintain through the Services.

3. Kinolved represents that it will only use and access any education records You



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receive messages from the students, including any identifiable information contained in the messages, in compliance with the Children's Online Privacy Protection Act ("COPPA"). Kinolved represents that it will use those messages for the sole purpose of providing the Service to You.

6. Restrictions:

1. You understand that standard SMS (texting) fees apply to all registered contacts who receive an SMS sent out via Kinolved's software. Kinolved is responsible for payment for all SMS sent FROM Kinolved's software. You are responsible for ensuring parents or registered contacts receiving said SMS have opted into Kinolved's software program. Kinolved has provided You with appropriate materials (letter to mail home to parent and best practices) to support the opt-in procedure. However, You are solely responsible for obtaining legally required opt in consents from Your users, and for compliance with the Telephone Consumer Protection Act (TCPA). In no event will Kinolved be liable for Your use of SMS. Kinolved will also not be liable for any delays in the delivery or receipt of any SMS messages attributable to Your mobile service operator.
2. The Services are provided to You "as is." You may not:
 1. make the Services available to any unauthorized users or attempt to gain unauthorized access
 2. modify, alter, duplicate, sell, reproduce, copy, disassemble, reverse engineer, emulate, decompile, or tamper with the Services
 3. interfere with or disrupt the integrity or performance of the Services
 4. frame, mirror or create derivative works from or of the Services
 5. bypass, modify, tamper, attempt to defeat or circumvent any of the security components or restrictions that protect the Services



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rights or proprietary rights of any third party

9. use the Services in any manner that is harmful, fraudulent, deceptive, threatening, abusive, obscene, libelous, or otherwise objectionable

7. Representations:

1. By using and/or registering for the Services, You represent and warrant that:

1. You are a school, district or non-profit organization employee authorized by Your institution to create an account for the Services
2. You will keep Your account credentials, including Your user name and password, confidential and secure
3. You will be responsible for all use of Your account
4. You will notify Kininvolved promptly of any actual or suspected security concern, including loss of account credentials or unauthorized activity
5. You will use the Services in compliance with all applicable laws and regulations, including the Telephone Consumer Protection Act (TCPA) and privacy laws
6. You will not use the Services to advertise, spam or otherwise serve marketing materials
7. You will not impersonate another user

8. Term and Termination:

1. This Agreement shall remain in full force and effect while You use the Services. This Agreement may be terminated by either Licensee, or by the Licensor, by providing 30 days' written notice to the other Parties.
2. Kininvolved reserves the right to terminate or suspend any users for suspected violations of this Agreement without penalty. Kininvolved further reserves the right to take appropriate legal action against a user who is in breach of this Agreement, including without limitation, reporting such user(s) to law enforcement authorities.



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of the Services or between users and any third party. You hereby release Kinolved, its officers, directors, employees and agents in rights from claims, demands and damages (actual and consequential) arising out of or in any way related to such disputes.

11. Warranties:

1. THE SERVICES, PROFESSIONAL SERVICES, REPORTS, AND ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED "AS-IS," WITHOUT ANY WARRANTIES OF ANY KIND. KINVOLVED HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE SUBJECT MATTER HEREUNDER, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

12. Limitations of Liability:

1. IN NO EVENT SHALL KINVOLVED OR ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, DAMAGES ARISING FROM YOUR USE OF THE SERVICES. OUR LIABILITY TO YOU WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID BY YOU TO US FOR THE SERVICES. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

13. Indemnity:

1. You agree to defend, indemnify and hold Kinolved, its officers, directors, employees,



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any reasonable requests to assist us in our defense of such matters.

2. The scope of the foregoing indemnification obligation includes, without limitation, causes of action brought against Kinolved or You for violations of the TCPA associated with Your use of the Services.

14. Notice:

1. Kinolved may give notice by means of a posting on the Service or by sending an email to You at the email address You have provided to us. Notice will be deemed to have been given within 48 hours of posting or 12 hours after sending via email. You may give notice to Kinolved by letter delivered by registered mail to 25 Broadway, 12th Floor, New York, New York 10004 or via email to support@kinolved.com. Such notice will be given when it is received by Kinolved.

15. Miscellaneous:

1. This constitutes the entire Agreement between You and Kinolved regarding the use of the Services, and supersedes any prior written or oral agreements. Our failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. This Agreement operates to the fullest extent permissible by law. You may not assign Your account to anyone without our prior written consent. We may assign any or all of our rights and obligations to third parties at any time, provided, however, that they will remain subject to these Terms of Use and Privacy Policy unless we have obtained Your prior written consent to changes. We shall not be responsible or liable for any loss, damage, delay or failure to act due any cause beyond our reasonable control. If any provision or part of a provision of this Agreement is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from the remaining



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or in connection with this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in New York. If any provision of this Agreement is found to be unenforceable, then that provision shall be deemed severable and shall not affect the validity and enforceability of any remaining provisions, and any such provisions shall be deemed modified so that the purpose can be lawfully effectuated and enforced.

17. Compliance with Applicable Law:

1. We control and operate the Services from our offices in the United States of America. We do not represent that materials on the Services are appropriate or available for use in other locations. If You choose to access the Services from other locations or enroll users from other locations, You do so on Your own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable. All parties to these terms and conditions waive their respective rights to a trial by jury.

18. Contact Us:

1. In order to resolve a complaint regarding the Services or to receive further information regarding use of the Services, please contact us at: 25 Broadway, 12th Floor, New York, New York 10004 and support@kininvolved.com.

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