



# RENEWAL ORDER FORM

P.O. Box 1077  
San Ramon, CA 94583  
United States

Quote Number: Q-34418  
Valid Until: 7/14/2021

## Customer Information:

### SOLD TO:

Customer Name CONNER MIDDLE SCHOOL  
Contact Name James Brewer  
Address 3300 Cougar Path  
Hebron, KY 41048  
US  
Email james.brewer@boone.kyschools.us  
Phone 8593344410

### BILL TO:

Contact Name James Brewer  
Address 3300 Cougar Path  
Hebron, KY 41048  
US  
Email james.brewer@boone.kyschools.us  
Phone 8593344410

## Renewal Order Form Summary:

Renewal Start Date	8/5/2021	Renewed Contract #	00007486
Renewal End Date	8/4/2022	Payment Terms	Net 30
Auto Renew	Yes	Currency	USD

Product	Quantity	Unit Amount*	Line Item Amount
Remind Base Plan	1,000	\$3.63	\$3,630.00
Premium Feature: SIS Sync	1,000	\$0.00	\$0.00
			<b>Renewal Term Charge: \$3,630.00</b>

\*The Unit Amount shown above has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. The totals for this order were calculated using the actual price, rather than the Unit Amount displayed above, and are the true and binding totals for this order

## Terms and Conditions:

- PARTIES:** This Order Form (the "Order Form") is entered into by and between Remind101, Inc. ("Remind") and CONNER MIDDLE SCHOOL (the "School" or "Customer") as of the School's date of signature below (the "Order Form Effective Date").
- AGREEMENT:** This Order Form hereby includes, incorporates and shall be governed by the terms and conditions of the Remind School Plan Standard Agreement located at <https://www.remind.com/school-agreement> (together with the Order Form, the "Agreement"). Unless otherwise stated in this Order Form, all terms defined in the Agreement shall have the same meaning in this Order Form. If there is an inconsistency or conflict between the terms and conditions of this Order Form and the Agreement, the terms of this Order Form shall control with respect to the subject matter of this Order Form.

- 3 **SERVICES, FEES & PAYMENT:** Unless noted otherwise above, Customer will be invoiced at the start of the service period for the Initial Term Charge, plus any additional applicable taxes.
- 4 **AUTO-RENEWAL:** This Order Form shall remain in full force and effect from the Order Form Effective Date through the Renewal End Date. This Order Form will thereafter automatically renew for additional **12-month** terms (each, a '**Renewal Term**' and collectively with the Initial Services Term, the 'Order Form Term'), unless: (i) either party gives the other party written notice of its intent not to renew this Order Form at least **60 days** prior to the end of the then-current term, (ii) this Order Form is specifically superseded by a new Order Form; or (iii) Remind and the School agree in writing to subsequent Services Terms that are longer in duration than 12 months. Unless specified otherwise above in the Order Form Summary, for the next Services Term, each Product shall renew at a Price that is **10.0%** above the Unit Price in effect immediately prior to the start of such subsequent Services Term. Additionally, upon renewal, Customer will be invoiced at the start of the renewed Service Term.

**Other Notes:**

**Additional Terms:**



P.O. Box 1077  
San Ramon, CA 94583  
United States

## RENEWAL ORDER FORM

**Quote Number:** Q-34418  
**Valid Until:** 7/14/2021

IN WITNESS WHEREOF, by signature below of duly authorized representatives, the parties have caused this Order Form to be executed as of the Order Form Effective Date.

**Remind101, Inc.**

**CONNER MIDDLE SCHOOL**

Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

# Terms *and* Policies

## TERMS

- Terms of Service
- School Agreement
- District Agreement
- Data Practices

## POLICIES

- Privacy Policy
- Community Guidelines
- Anti-Bullying Policy

## SECURITY

- Security Overview

## Terms of Service

**IMPORTANT—IF YOU ARE UNDER THE AGE OF 18, YOU MUST HAVE YOUR PARENT OR GUARDIAN READ THE AGREEMENT BELOW AND AGREE TO IT FOR YOU. IF YOU DON'T GET YOUR PARENT OR GUARDIAN TO READ AND AGREE TO THIS, YOU DON'T HAVE PERMISSION TO USE REMIND. ALWAYS GET AN ADULT'S PERMISSION BEFORE GOING ONLINE.**

**PLEASE READ THESE TERMS OF USE ("AGREEMENT") CAREFULLY BEFORE USING THE SERVICES OFFERED BY REMIND101, INC. ("REMIND" OR "WE" OR "US"). THIS IS A BINDING AGREEMENT BETWEEN YOU AND REMIND. BY ACCESSING OR USING THE SERVICES IN ANY MANNER, YOU AGREE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT TO THE EXCLUSION OF ALL OTHER TERMS. IF THE TERMS OF THIS AGREEMENT ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS. IF YOU DO NOT UNCONDITIONALLY AGREE TO ALL THE TERMS AND CONDITIONS OF THE AGREEMENT, YOU MAY NOT USE THE SERVICES.**

## Terms of use

Welcome to Remind. Remind is a messaging platform that helps educators, students, parents and other users send quick, simple messages to any device and for students to gain access to coaching to advance their learning. Please continue reading to learn about the rules and restrictions that govern your use of Remind's website(s) and all

other products, services and applications made available by Remind from time to time (collectively, the "Services"). This Agreement includes the terms in this document, as well as Remind's Privacy Policy, Copyright Dispute Policy, and the Apple Application Terms.

*What this is saying*

Before using Remind, you need to be at least 18 years old and agree to these terms. If you're under 18, a parent or guardian needs to review and agree to these terms for you.

## **Will these terms ever change?**

We constantly try to improve our Services, so we may update this Agreement as we offer new and improved Services. We may modify this Agreement at any time, but we will do our best to bring this to your attention by posting a notice on the Services or notifying you by email or by some other means. If you don't agree with the new terms, you may reject them but unfortunately you will no longer be able to use the Services. Your use of the Services in any way following notification by Remind constitutes your acceptance of the terms and conditions as modified. We may suspend or discontinue any part of the Services, or we may introduce new features, impose limits on certain features or restrict access to parts or all of the Services at any time. We'll provide you notice when we make a material change to the Services that would adversely affect you.

You represent and warrant to Remind that:

- you are at least 18 years old (or, if you are not at least 18 years old, you have your parent's permission to use the Services, and your parent has read and agrees to this Agreement on your behalf);
- all registration information you submit is accurate and truthful;
- you will maintain the accuracy of such information;
- if you're agreeing to this Agreement on behalf of an organization or entity, you represent and warrant that you are authorized to agree to this Agreement on the organization or entity's behalf and bind them to this Agreement (in which case, the references to "you" and "your" in these Terms, except for in this sentence, refer to that organization or entity). You also certify that you are legally permitted to use and access the Services and take full responsibility for the selection, use of, and access to the Services, including ensuring that you have permission to communicate with anyone you choose to interact with through the Services.

This Agreement is void where prohibited by law, and the right to access the Services is revoked in such jurisdictions.

*What this is saying*

We work hard to improve the Remind experience for you, so our terms may change from time to time. We will update you when we make significant changes. Before continuing to use Remind, it will be important to review and agree to any changes.

## **Privacy**

We take the privacy of our users very seriously. Please read our Privacy Policy, located at [remind.com/privacy-policy](https://remind.com/privacy-policy). Residents of the European Union ("EU"), European Economic Area ("EEA"), or United Kingdom ("UK") may read about our additional commitments concerning your privacy by reviewing our pledges to the principles embodied in the EU-US and Swiss-US Privacy Shield agreements [remind.com/privacy-policy#privacy-shield](https://remind.com/privacy-policy#privacy-shield) and how Remind complies with the requirements of the EU's General Data Protection Regulation [remind.com/privacy-policy#gdpr](https://remind.com/privacy-policy#gdpr). Remind also complies with the UK Data Protection Act 2018. Remind utilizes Standard Contractual Clauses provided by the EU and approved by the UK's Information Commissioner's Office to effectuate lawful transfers of the personal data of residents of the EU, EEA, or UK to the United States for processing.

*What this is saying*

Another important document to look at is our Privacy Policy, which outlines what personal information Remind collects from you and how we use that information to provide our service. We take extra steps to be able to lawfully transfer the Personal Data of EU, EEA, or UK residents to the US and to comply with the EU's and UK's privacy regulation and law.

## Use by children

The Children's Online Privacy Protection Act ("COPPA") requires that online service providers notify parents of children in the United States and obtain their consent before they knowingly collect personally identifiable information online from children who are under 13. **Remind only collects personal information through the Services from a child under 13 where that student's school, district and/or teacher has agreed, via the terms described below, to obtain parental consent for that child to use the Services and disclose that personal information to Remind.** Except as expressly set forth below, we do not knowingly collect or solicit personally identifiable information from a child under 13. Remind's mechanisms and policies for compliance with COPPA meet or exceed the requirements of the European Union's General Data Protection Regulation for the protection of the Personal Data of children.

- For children under 13 we may collect a child's name (first name and last initial), date of birth, email address or telephone number, and the child's parent's email address. We collect these in order to notify the parent that we may contact the child for the purpose of providing the Services for which the child's teacher, Organizer (as described below) or school administrator has signed up to use. Note that if the Remind account of a child under 13 is inactive for at least twelve months (meaning, that account has not received a message through the Remind Services in that time), Remind's policy is to delete the personally-identifiable information associated with that child's account. While we delete the account in these situations, some of the child's data may persist in the files of Remind's agents or service providers for some period of time until it is removed from their systems as well.

- We may collect personal information through the Services from a child under 13 but only in support of the learning environment. For Remind to collect this type of personal information, a student's school, district or teacher must agree to obtain parental consent for that child to use the Services, or Remind must obtain that consent. The student's school, district or teacher may disclose that personal information to us for a legitimate educational interest.
- If you are a school, district, or teacher, you represent and warrant that you are responsible for complying with COPPA in cooperation with Remind, meaning you must obtain consent from all parents or guardians whose children under 13 will be accessing the Services or work with Remind to ensure Remind has obtained all necessary consents. If you are a teacher, you represent and warrant that you are authorized by your school or district to use the Services. You also represent and warrant that you are entering into these Terms on behalf of your school or district. For more information on COPPA, please click [here](#).
- If you are a school, district, or teacher providing consent on behalf of parents or guardians, you may be required to provide adequate school credentials and a valid school email address to verify your identity.

If we learn we have collected personal information from a student under 13 other than pursuant to the above, or if we learn a student under 13 has provided us personal information beyond what we request from him or her, we will delete that information as quickly as possible. If you believe that a student under 13 may have provided us personal information in violation of this paragraph, please contact us at [rmd.me/help](mailto:rmd.me/help).

*What this is saying*

Remind cares about children's privacy, and complies with COPPA, a law created to protect the privacy of minors. We collect limited information for under-13 users and only if we have parental consent. If we don't have consent from a parent or guardian, we delete the information. If you are a teacher or a school providing consent on behalf of parents, you are also responsible for complying with COPPA. You can learn more [here](#).

## **Fees and payment; Responsibility for usage charges**

Access to and use of Remind itself is free, but we do offer additional features that require fees. Remind reserves the right to charge fees for certain features. We will notify you when we intend to charge for a service or feature. You will always have the choice whether to use those features. If you continue to use any service or feature after you have been notified of any applicable fees, that use constitutes your acceptance of any new or increased fees.

Through Remind, you may be able to access and use products or services operated by other individuals or companies who are not employed or controlled by Remind (such as, a payment platform to request and/or make payments). If you use any of these products or services, you must review and agree to the additional terms and conditions and privacy policy, as well as pay any applicable fees required to use those products. Any information you agree to provide will be governed by that business' privacy policy.

Note that, by using the Services, you may receive e-mail or text messages on your phone or mobile device, which may cause you to incur usage charges or other fees or costs in accordance with your wireless or data service plan. Any and all such charges, fees, or costs are your sole responsibility. You should consult with your wireless carrier to determine what rates, charges, fees, or costs may apply to your use of the Services.

Additionally, we have created additional Plans for schools and districts that want additional features. You may learn about the School and District Plans here: [remind.com/plans](http://remind.com/plans).

*What this is saying*

Remind's basic service is free right now, and we have no plans to charge users for the basic service. We will charge fees to schools or districts that sign contracts to purchase our School or District Plans. You may choose to use and pay for additional products and services that we or our partners offer. We'll make it clear when fees are added to Remind. We promise :)

## Additional terms

This Agreement applies to all users of our Services, but there are special terms for you depending on what type of user you are and whether you use the service for free, as do the vast majority of our users, or pay for use of Remind.

If you are, for example, a student, teammate or parent who is invited to be or added as a member of a class or group by an Organizer, you are a **Participant**. If you are a staff member of a school or school district that has purchased a paid School or District Plan, and have been given administrative rights, then you are a Verified Administrator. If you are a teacher, coach or parent who creates a "class" or "group" of members, then you are an **Organizer**. If you are agreeing to this Agreement on behalf of an organization, such as a school or school district, club, or team, you are an **Organization**. If you are purchasing an individual account, you are a **Premium Organizer**. If you are retained by Remind to work with students to advance their education, you are a **Coach**. You may not sign up for or use the Services as someone you are not; Remind may disable or terminate your account if you do so. Please read on below to find out what additional terms apply to you.

If you are a **Participant** (such as a student, parent, or other individual invited to join a class or group by an Organizer):

- You must get your parent or guardian to read and agree to this Agreement before using the Services if you are younger than 18.
- You will only join schools, classes and/or groups to which you have been invited, or to which you belong.
- In certain cases, you may be invited to join a class or group by another Participant who is already a member of that class or group.
- The Organizer and other Participants of your class or group may be able to view information (including your personally identifiable information but not personal contact information), as well as your User Submissions (defined below).



- If you are connected to an Organization that has purchased a Plan from Remind, Verified Administrators of the Organization will be able to see and edit your contact information. Verified Administrators may be able to add, remove, and/or move you from classes or groups within the same Organization.

If you are accessing the Services as an **Organizer** (such as a teacher, administrator, parent or other adult creating a class or group) and inviting users to join as Participants:

- The Services may allow you to invite users to join and/or to add users to your class(s) and/or group(s).
- You can invite Participants and other Organizers to your class or group by distributing "class codes" or "group codes", and communicate with those users, (in some cases, there may be more than one Organizer per class/group).
- You may only share class or group codes with Participants and Organizers whom you wish to subscribe to your class/group. If you plan to broadly or publicly publish these codes, you must manage the accuracy of your subscriber lists carefully.
- It's your responsibility to maintain and monitor the accuracy of list of Participants for each of your classes or groups.
- If you are connected to an Organization on a Remind Plan you may receive additional privileges from a Verified Administrator of your Organization. These privileges may include access to information and User Submissions (defined below) (including personally identifiable information but not personal contact information) of Participants and other Organizers in your class, group or affiliated Organization.
- If you are connected to an Organization on a Remind Plan, Verified Administrators of that Organization may be able to join or message members of your class or group, add or update information in your Remind account profile, add, move or remove you from classes or groups affiliated with the Organization, and/or take other actions relating to your access and use of the Services through the Organization.

If you are an **Organization** (such as a school, school district or club):

- You are responsible for maintaining the accuracy of the information relating to your Organization. If at any time you learn that a user of the Services claims to be affiliated with your organization but is not, in fact, affiliated with your Organization, or of any other inaccuracy relating to your Organization's information, you will remove that user from your Organization and, if appropriate, notify Remind immediately by visiting [rmd.me/help](https://rmd.me/help).

If you purchase an Individual Plan, you are a **Premium Organizer**, which gives you access to premium features, such as:

- Delivering SMS messages to carriers that are blocked for free users, and
- Delivering messages with extended length.

If Remind verifies you as a **Verified Administrator** of your Organization, you may have the ability to perform the following tasks:

- invite and add Organizers and Participants to the Services,
- view and manage users and information affiliated with your Organization,
- add, move, or remove Organizers and Participants from classes and/or groups affiliated with your Organization,
- connect and upload or sync information relating to Organizers, Participants, classes and/or groups using a data upload or syncing mechanism (such as, using CSV upload or through integration with your School Information Systems (SIS)),
- join classes and groups created by Organizers affiliated with your Organization,
- communicate directly with other users affiliated with your Organization,
- access and manage information and User Submissions, and
- view the contact information, which will include personally identifiable information, of all Remind users connected with your school or district, as appropriate, and see which of those users received communications from your school or district.
- IF YOU CHOOSE TO DO ANY OF THE ABOVE, YOU REPRESENT AND WARRANT THAT YOU HAVE ALL RIGHTS AND HAVE OBTAINED ALL CONSENTS AND AUTHORIZATIONS NECESSARY TO PERFORM SUCH TASKS AND THAT YOU WILL ONLY USE PERSONAL INFORMATION IN ACCORDANCE WITH APPLICABLE PRIVACY LAWS. Remind may use the information you upload to the Services in order to verify Organizers' and Participants' affiliations and otherwise to help us provide you with the Services.

With respect to all users of Remind, whether you are a Participant, Organizer or Organization, Premium Organizer, Verified Administrator, or Coach:

- IF YOU INVITE OR ADD ANYONE TO USE REMIND AND/OR USE ANY FEATURE OF THE SERVICES WHICH REQUIRES SHARING PERSONAL INFORMATION OF ANYONE (INCLUDING, WITHOUT LIMITATION, IF YOU IMPORT CONTACTS FROM YOUR ADDRESS BOOK TO THE SERVICES), YOU REPRESENT AND WARRANT THAT YOU HAVE OBTAINED FREELY GIVEN, INFORMED CONSENT FROM EACH PERSON TO:
  - RECEIVE SUCH INVITATION AND BE ADDED TO THE SERVICES;
  - RECEIVE MESSAGES FROM REMIND, OTHER PARTICIPANTS OF THE CLASS OR GROUP, AND OTHERS WHO HAVE ACCESS TO YOUR CLASS OR GROUP (SUCH AS, ORGANIZERS AND VERIFIED ADMINISTRATORS); AND
  - PROVIDE THAT PERSON'S PERSONAL INFORMATION TO REMIND.

*What this is saying*

You have different rights and responsibilities depending on what type of user you are: Organizer, Participant, Organization, Premium Organizer, Verified Administrator, or Coach. In all cases, you need consent from every person you wish to add, invite, or send messages to via Remind.

## **Registration and security**

As a condition to using Services, you may be required to register with Remind by selecting a password and providing your name and a valid email address. You will provide Remind with accurate, complete, and updated registration information. You may not:

- select or use the name or email of another person with the intent to impersonate that person; or
- use a name subject to any rights of any person other than you without appropriate authorization.

Remind reserves the right to refuse registration of or to cancel a Remind account in its sole discretion. You will be responsible for maintaining the confidentiality of your account and password. You may not transfer your account to anyone without express prior written consent of Remind. Violation of any of the foregoing may result in immediate termination of your account, revocation of your ability to use the Services, and may subject you to state and federal penalties and other legal consequences. Remind reserves the right, but will have no obligation, to investigate your use of the Services in order to determine whether a violation of the Agreement has occurred or to comply with any applicable law, regulation, legal process or governmental request.

*What this is saying*

The security of your account is very important to us. Please keep your password safe, use your real name and create your own account before using Remind.

## **Consent to receive periodic messages**

As part of the Services, you will receive communications through the Services, including messages that Remind sends you (for example, via SMS, emails, and push notifications). When an Organizer adds a new Participant to a class or group, that Participant will receive a welcome message, instructions on how to stop receiving messages, and information on how to avoid certain charges by downloading the Remind application. Remind may inform Participants who have not replied that they will automatically be removed from the class or group. Remind may also send other administrative messages. BY SIGNING UP FOR THE SERVICES, YOU AGREE TO RECEIVE COMMUNICATIONS FROM REMIND AS WELL AS CLASS OR GROUP ORGANIZERS AND PARTICIPANTS, AND YOU REPRESENT AND WARRANT THAT EACH PERSON YOU INVITE AND/OR ADD HAS CONSENTED TO RECEIVE COMMUNICATIONS FROM YOU AND REMIND. If you connect to or use any third party services in conjunction with Remind, you acknowledge and consent to receive notifications and messages from those third party services. You agree to indemnify and hold Remind harmless for and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to your breach of the foregoing. To permanently cease receiving SMS text messages, please text @STOPALL:

- in reply to any SMS message from that class or group,
- to a Remind long-code (a phone number issued by Remind), or
- in the US, to the Remind short code 81010.

For more information see [this link](#).

If you are located in Canada, you may opt out of receiving marketing messages (including text messages and emails); however, you may still receive text message and email communications that are necessary for the Services or otherwise exempt from anti-spam laws.

*What this is saying*

We're letting you know that you may periodically receive messages from us in addition to other Remind users. It's important that you get prior consent from everyone you invite or add to Remind. We've provided instructions on how to easily unsubscribe and stop receiving messages.

## **Consent to receive emergency messages**

As part of the Services you may receive communications through the Services in the event of an emergency, through SMS (text messages), emails, push notifications, or phone call. An emergency meriting a message shall be determined solely by your teacher, organizer, school or district or any official designated by a school or district, or a government agency. BY SIGNING UP FOR THE SERVICES, YOU AGREE TO RECEIVE EMERGENCY COMMUNICATIONS FROM REMIND WHENEVER IT IS DETERMINED THAT CIRCUMSTANCES MERIT THOSE COMMUNICATIONS. IF YOU ARE A TEACHER, ORGANIZER, VERIFIED ADMINISTRATOR, SCHOOL OR DISTRICT OFFICIAL YOU REPRESENT AND WARRANT THAT EACH PERSON YOU INVITE AND/OR ADD HAS CONSENTED TO RECEIVE COMMUNICATIONS FROM YOU AND REMIND. If you connect to or use any third party services in conjunction with Remind, you acknowledge and consent to receive notifications and messages from those third party services. Because Remind does not control whether to send or not send an emergency notification, Remind is never responsible for your receipt of, or failure to receive an emergency message. Often when an emergency is suspected the individuals empowered to determine whether to send an emergency message through Remind may have incorrect or only partial information. Remind is not responsible for messages sent erroneously or for the content of any message sent as an emergency message, even when the content of that message contains information that is incomplete, confusing, or erroneous. YOU ALONE CAN DETERMINE WHAT, IF ANY, ACTIONS TO TAKE IN THE EVENT OF AN EMERGENCY OR IN RESPONSE TO AN EMERGENCY MESSAGE YOU RECEIVE THROUGH REMIND. YOU AGREE TO INDEMNIFY AND HOLD REMIND HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DAMAGES (ACTUAL AND CONSEQUENTIAL), LOSSES AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING FROM OR IN ANY WAY RELATED TO YOUR RECEIPT OF EMERGENCY MESSAGES OR YOUR FAILURE TO RECEIVE AN EMERGENCY MESSAGE.

While we strongly encourage you not to, you may opt out of receiving emergency messages as SMS text messages or emails, but not phone calls. To permanently cease receiving SMS text messages, please text @STOPALL:

- in reply to any SMS message from that class or group,

- to a Remind long-code (a phone number issued by Remind), or
- in the US, to the Remind short code 81010. For more information see [this link](#).

If the authorized administrator at your school or district is sharing information from the School Information System with Remind, you will receive emergency messages as phone calls to the phone number you have on record with your school or district. You will receive these phone calls even if you opt out of receiving SMS text messages on Remind. You can opt out of receiving these phone calls only by having the authorized administrator at your school or district remove your contact information from their School Information System.

#### *What this is saying*

We are letting you know that in the event of an emergency, determined by those individuals in your school, school district, community or a government official and not Remind, you may receive emergency messages from us in addition to other Remind users. While Remind provides schools and districts with the ability to send emergency messages through Remind, Remind is neither responsible for your receipt of or failure to receive a message, nor your actions, failure to act or the actions or inactions of others in response to any emergency message. We do not want you to opt out of these messages as your schools or district may wish for you to receive an emergency message. However, we provided instructions on how to easily unsubscribe and stop receiving SMS text messages and emails. To stop receiving phone calls, you need to talk to your school or district.

## **Content**

You agree that you may only use the Services in accordance with Remind's Community Guidelines.

All materials displayed or performed or available on the Services (including, but not limited to text, graphics, data, articles, photographs, images, illustrations, User Submissions (defined below), and so forth (all of the foregoing, the "Content")) are protected by copyright and other intellectual property laws. You may only use the Services for your own personal, non-commercial (meaning, you may not leverage the Services as a separate business) use and only in accordance with the terms of this Agreement and all laws that apply to you. Remind is not responsible for your use of the Services in any way that breaks the law. You agree you will abide by all copyright notices, trademark rules, information, and restrictions contained in any Content accessed through the Services, and will not use, copy, modify, publish, distribute, upload, display, license, sell or otherwise exploit for any purposes whatsoever any Content, third party submissions or other proprietary rights not owned by you:

- without the express prior written consent of the respective owners, and
- in any way that violates anyone else's (including Remind's) rights.

You will not link to the Services without Remind's prior written consent, except in accordance with the terms of this Agreement.

In the course of using the Services, you may provide information which may be used by Remind in connection with the Services and which may be visible to certain other users. Anything you post, upload, share, store or otherwise provide through the Services are, together with any related intellectual property rights, your "User Submissions." You retain ownership of all of your User Submissions. In order to provide you with the Services, Remind needs to access and use your User Submissions in certain ways. You hereby grant Remind a non-exclusive, worldwide, royalty-free, perpetual, irrevocable, sublicensable and transferable (only to a successor) right and license to use your User Submissions for any purpose related to providing and/or improving the Services (however, Remind will only share your personally identifiable information in accordance with Remind's current Privacy Policy). Because your User Submissions may be viewed or accessed by other Remind users, you grant other Remind users a nonexclusive, worldwide, royalty -free, perpetual, irrevocable, sublicensable right and license to access, view, edit, and use your User Submissions as may be permitted through the functionality of the Services (for example, when you send a message through the Services, the recipients of your message will be able to save, copy, edit and store that message). All information publicly posted or privately transmitted through the Services is the sole responsibility of the person from which such Content originated and that Remind will not be liable for any errors or omissions in any Content. Remind cannot guarantee the identity of any other users you may interact with in the course of using the Services. Additionally, Remind cannot guarantee the authenticity of any information which users may provide about themselves. You acknowledge that all Content accessed by you while using Remind is at your own risk and you will be solely responsible for any resulting damage or loss.

Under no circumstances will Remind be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred in connection with your use of or exposure to any Content posted, emailed, accessed, transmitted, or otherwise made available via the Services.

As we explain in our Privacy Policy, if Remind knows or becomes aware of a security breach of its users' personally identifiable information, Remind will notify affected users or post a notice on the Services as required by applicable law(s).

*What this is saying*

Be sure to only share content that belongs to you. We may view and/or use content you post on Remind (for example, format a message you send and display it to the recipients)—but you still own it.

Also, be sure to read our Community Guidelines, which include best practices for how to keep the Remind community safe. We need to work together to ensure Remind is a secure and supportive environment.

## **Your restrictions and responsibilities**

You warrant, represent and agree that you will not contribute any Content or otherwise use (or encourage anyone else to use) the Services in a manner that:

- infringes or violates the intellectual property rights or proprietary rights, rights of publicity or privacy, or other rights of any other third party;
- violates any law, statute, ordinance or regulation;
- is harmful, fraudulent, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, or otherwise objectionable as reasonably determined by Remind;
- jeopardizes the security of your account in any way, such as allowing someone else access to your account or password;
- attempts, in any manner, to obtain the password, account, or other security information from any other user;
- violates the security of any computer network, or cracks any passwords or security encryption codes;
- runs Maillist, Listserv, any form of auto-responder or "spam" on the Services, or any processes that run or are activated while you are not logged into the Services, or that otherwise interfere with the proper working of the Services (including by placing an unreasonable load on the Services' infrastructure);
- "crawls," "scrapes," or "spiders" any page, data, or portion of or relating to the Services or Content (through use of manual or automated means);
- copies or stores any significant portion of the Content;
- decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Services (or the products of Remind's third party service providers); or
- transfers, communicates, exchanges, trades or sells personal health information ("PHI") as that term is defined by the Health Insurance Portability and Accountability Act of 1996 as Remind should not be used for exchanging PHI;

Remind reserves the right to terminate access of any third party application or service to our published or unpublished APIs.

Remind reserves the right (but does not have the obligation) to remove any Content from the Services at any time, for any reason (including, but not limited to, if we receive claims or allegations from individuals, companies or authorities relating to that Content or if Remind is concerned that you may have breached the foregoing restrictions), or for no reason at all. You, not Remind, remain solely responsible for all Content that you upload, post, email, transmit, or otherwise provide using, or in connection with, the Services, and you warrant that you possess all rights necessary to provide such Content to Remind and to grant Remind the rights to use such information as provided herein.

You will be 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 long distance or local telephone service. You will be responsible for ensuring that such equipment or ancillary services are compatible with the Services. You will be responsible for withholding, filing, and reporting all taxes, duties and other governmental assessments associated with your activity in connection with the Services.

*What this is saying*

We are serious about safety. If you don't follow our Guidelines or these Terms of Use, we may need to remove any inappropriate content, deactivate your account, and, in extreme circumstances, report your content to law enforcement. For example, we will report all images including nudity of minors or suspected minors unless they are clearly related to academic study of subjects such as art, biology or medicine. If you see someone violating our Guidelines or Terms of Use, please contact us immediately at [report@remindhq.com](mailto:report@remindhq.com). We need your help to keep the Remind community safe!

## **Copyright dispute policy**

Under American copyright law, the Digital Millennium Copyright Act (the "DMCA"), online service providers such as Remind have the right, but not the obligation, to remove material that allegedly violates someone's copyright. We respect others' intellectual property rights, and we reserve the right to delete or disable Content alleged to be infringing, and to terminate the accounts of repeat alleged infringers. To learn more about the DMCA, [click here](#).

Under Canadian copyright laws, Remind is required to forward any notice from a copyright owner to a Remind user located in Canada if the copyright has notified Remind in accordance with the requirements under the Canadian Copyright Act.

*What this is saying*

See something that belongs to you, but someone else posted it? You can let us know by using our Copyright Dispute Policy.

## **Third party service providers**

The Services may contain links to third party websites, products or services that are not owned or controlled by Remind ("Third Party Services"). When you access Third Party Services, you do so at your own risk. Remind encourages you to be aware when you leave the Services and to read the terms and conditions and privacy policy of each Third Party Service that you visit or use.

Remind has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any Third Party Services. In addition, Remind will not and cannot monitor, verify, censor or edit the content of any Third Party Services. By using the Services, you expressly relieve and hold harmless Remind from any and all liability arising from your use of any Third Party Services.

Your interactions with organizations and/or individuals found on or through the Services, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any third parties. You agree that Remind will not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.



If there is a dispute between Remind users, or between Remind users and any third party, you understand and agree that Remind is under no obligation to become involved. In the event that you have a dispute with one or more other users, you hereby release Remind, its officers, employees, agents, and successors in rights from claims, demands, and damages (actual and consequential) of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our service. If you are a California resident, you will and hereby do waive California Civil Code Section 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."

*What this is saying*

While using Remind, you may be able to access or use third party services that aren't part of our product (such as YouTube, Flickr, video conferencing, whiteboarding, etc.). We can't be held responsible for the content of services or any issues that arise.

## **Warranty and disclaimer**

Remind has no special relationship with or fiduciary duty to you. You acknowledge that Remind has no control over, and no duty to take any action regarding: which users gains access to the Services; what Content you access via the Services; what effects the Content may have on you; how you may interpret or use the Content; or what actions you may take as a result of having been exposed to the Content. You release Remind from all liability for you having acquired or not acquired Content through the Services. The Services may contain, or direct you to websites or services containing, information that some people may find offensive or inappropriate. Remind makes no representations concerning any content contained in or accessed through the Services, and Remind will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Services. Remind makes no representations, warranties, or conditions regarding suggestions or recommendations of services or products (including Content provided by users) offered or purchased through the Services. Products and services purchased or offered (whether or not following such recommendations and suggestions) the Services are provided AS IS WITHOUT ANY WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, FROM REMIND OR ANYONE ELSE. THE SERVICES, CONTENT, AND ANY SOFTWARE ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

*What this is saying*

We're here to help if there are issues, but there are no warranties relating to our Services or any products you access through Remind.

## Indemnity

You will indemnify, defend and hold Remind, its parents, subsidiaries, affiliates, officers, and employees harmless (including, without limitation, from all damages, liabilities, settlements, costs and attorneys' fees) from any claim or demand made by any third party due to or arising out of your access to or use of the Services, your violation of this Agreement, or the infringement by you or any third party using your account of any intellectual property or other right of any person or entity.

*What this is saying*

Please keep in mind that you are solely responsible for your use of Remind. If you don't follow these Terms of Service and/or cause harm to anyone, it's your responsibility to resolve.

## Limitation of liability

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT WILL REMIND OR ITS SUPPLIERS OR ITS SERVICE PROVIDERS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE WITH RESPECT TO THE SERVICES OR THE SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY:

- FOR ANY AMOUNT IN THE AGGREGATE IN EXCESS OF THE GREATER OF \$100 OR THE FEES PAID BY YOU TO REMIND HEREUNDER DURING THE 12-MONTH PERIOD PRECEDING THE APPLICABLE CLAIM;
- FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER;
- FOR DATA LOSS OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; OR
- FOR ANY MATTER BEYOND REMIND'S REASONABLE CONTROL.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

*What this is saying*

Remind is a communication tool. While we are here to support you, we are not liable for anything that happens because of our service.

## Termination

This Agreement will remain in full force and effect while you use the Services. You may terminate your use of the Services or your account at any time by deleting your account in your account settings tab or by contacting us at [rmd.me/help](https://rmd.me/help). Note, if you become a Participant through an Organization, and you request that Remind delete your account, Remind may notify the Organization (and the Organizers of the classes or groups you are in of your deletion request. Remind may disable or terminate your access to the

Services or your account at any time, for any reason (for your violation of any term of this Agreement or without cause), and without warning or notice, which may result in the forfeiture of all information associated with your account. Upon termination of your account, your right to use the Services and any Content will immediately cease; however, Remind may retain messaging data or other data and information pursuant to this Agreement, as necessary for auditing purposes, and as required by law. Computer deletion is not an instantaneous process. If you choose to terminate your account, all data will be rendered unavailable to you immediately and your data will be deleted over time as is true of all computer deletion everywhere. Remember that communications with others in which you participated will remain available to those other users. All provisions of this Agreement which, by their nature, should survive termination, will survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability.

*What this is saying*

You can delete your Remind account online at any time. (Note for auditing purposes and to comply with laws, we may still keep a copy of messages and account details after an account is deleted or disabled). If you would like to stop receiving messages, click [here](#) for instructions.

## **Choice of law and arbitration**

This Agreement will be governed by and construed in accordance with the laws of the State of California without regard to the conflict of laws provisions thereof, unless a state's laws explicitly require that any legal disputes are governed by the laws of that state. Any dispute arising from or relating to the subject matter of this Agreement will be finally settled in small claims court or by arbitration in San Francisco, California or in a location that is reasonably convenient for you, using the English language in accordance with the Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who will be selected from the appropriate list of JAMS arbitrators in accordance with the Arbitration Rules and Procedures of JAMS. If you cannot afford or otherwise do not want to pay arbitration filing, administrative, hearing and/or other fees and cannot obtain a waiver of fees, we will consider in good faith any request by you for us to bear the cost of those fees. We will pay any administration fee, arbitration fees and fees and charges of attorneys, experts and witnesses if and to the extent we are required to pay such fees and charges by law or in order to make this arbitration provision enforceable. By agreeing to these terms, you acknowledge that you may not participate in a class action in court or in arbitration, either as a class representative, class member or class opponent. ACCORDINGLY, YOU ACKNOWLEDGE THAT YOU MAY NOT HAVE ACCESS TO A COURT (OTHER THAN A SMALL CLAIMS COURT) OR TO A JURY TRIAL. Judgment upon the award so rendered may be entered in a court having jurisdiction, or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party will have the right to institute an action in a

court of proper jurisdiction for injunctive or other equitable relief pending a final decision by the arbitrator.

*What this is saying*

We want you to have a great experience on Remind. If you are dissatisfied with our Services, we will discuss in arbitration to resolve any issues.

## **Miscellaneous**

The failure of either party to exercise, in any respect, any right provided for herein will not be deemed a waiver of any further rights hereunder. Remind will not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Remind's reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by you except with Remind's prior written consent. Remind may transfer, assign or delegate this Agreement and its rights and obligations without consent. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all modifications must be in a writing signed by both parties, except as otherwise provided herein. This Agreement and any subsequent versions of this Agreement posted to the Services will be deemed a writing signed by both parties. No agency, partnership, joint venture, or employment is created as a result of this Agreement and you do not have any authority of any kind to bind Remind in any way whatsoever.

It is the express wish of the parties that this Agreement and all related documents be drawn up in English. C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglaise

*What this is saying*

Effective date June 11, 2021

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Updated June 22, 2021

# Terms *and* Policies

## TERMS

- Terms of Service
- School Agreement
- District Agreement
- Data Practices

## POLICIES

- Privacy Policy
- Community Guidelines
- Anti-Bullying Policy

## SECURITY

- Security Overview

## Remind School Plan Standard Agreement

This document describes the terms and conditions of the Services (including the Remind School Plan) offered by Remind101, Inc. ("**Remind**" or "**we**") and purchased by you on behalf of your school or organization (the "**School**", "**you**", or "**Customer**"). This agreement, along with any applicable Order Form that is mutually executed by the parties and which references this agreement (the "**Agreement**") governs the School's access to and use of the Services and is effective as of (a) the applicable Order Form Effective Date (if the School has entered into an Order Form with Remind) or (b) the date an authorized representative of the School purchases the Services via our website (the "**Effective Date**"). If you purchase the Services via our website, you represent and warrant that you are an authorized representative of the School with full power and authority to enter into and bind your School to this Agreement. Any terms used but not defined herein will have the meaning set forth in the Order Form. In the event of any conflict between these terms and conditions and the Order Form, the Order Form will prevail.

## Security And Data Transfer

Remind uses commercially reasonable security standards. Remind and the third-party vendors Remind relies upon to process School Customer Data ("**Customer Data**") have implemented generally adopted industry standard systems and procedures to protect the security, confidentiality, and integrity, and prevent against unauthorized access to or use of Customer Data. To provide the Services, Remind may transfer, store, and process Customer Data in the United States or any other country in which Remind or its third-party vendors maintain facilities. By using the Services, your School consents to this transfer, processing, and storage.

## **Modifications To The Services And Terms**

Remind may make commercially reasonable changes to our Services (including improving the Services with new applications, features or functionality or changing third-party providers). The School will facilitate any commercially reasonable changes to the Services, if necessary. If Remind makes a material (determined by Remind in its discretion) change, Remind will inform the school by posting any change to our website or messaging the School's designated contact directly. The School will be deemed to have accepted any changes unless the School objects by written notice to Remind within thirty (30) days after notice of such changes. End Users associated with Customer's Admin Account must agree to the Terms of Service and Privacy Policy applicable to End Users prior to use of the end user services ("**End User Services**"). The Terms of Service and Privacy Policy (the "**End User Agreements**") may change from time to time as set forth therein and are not governed by or subject to the terms of this Agreement, nor is Customer a third-party beneficiary thereof. The End User Services are separate from the Services.

## **Customer Obligations**

The School will use Remind's Services only as permitted under this Agreement and in accordance with the Community Guidelines available at [remind.com/community-guidelines](https://remind.com/community-guidelines) (which are incorporated herein by reference and may be amended by Remind from time to time upon notice to the School). The School will specify one or more Administrators to access and manage the Admin Account(s). The School is responsible for (a) designating those individuals who are authorized to access the Admin Account(s), and (b) ensuring that all activities that occur in connection with the Admin Account(s) comply with the Agreement. Remind provides a school communication tool, which means we cannot and will not manage the School's use of the Services or the behavior of the designated Administrators.

## **End User And Parental Consent And Compliance With Applicable Laws**

As Administrators may access, monitor, use, or disclose Customer Data in End User Accounts, the School must obtain all required consents of End Users and their parents or guardians. The School understands and agrees that once an End User has agreed to the End User Agreements, any Customer Data that personally identifies such End User is not Confidential Information of the School, but rather is governed by the End User Agreements, and not by this Agreement. Additionally, the School is solely responsible for, and represents and warrants it is in, compliance with COPPA and FERPA, including by obtaining parental consent for the collection and disclosure of personal information through the Services. Without limiting the foregoing, the School represents and warrants that it will comply with all applicable laws, and further, that its disclosure of any information to Remind, and/or Remind's use of such information subject to the restrictions of this Agreement, does not and will not violate any applicable laws

(including COPPA or FERPA). The School will not disclose any information to Remind that is protected health information ("PHI") subject to the Health Information Portability and Accountability Act ("HIPAA"). Remind complies with applicable laws regarding online advertising and will not serve behaviorally targeted Ads. Advertising by companies other than Remind is not permitted on the Services.

## **Restrictions**

The School will not allow unauthorized third parties to use the Services and must notify Remind promptly if the School becomes aware of any unauthorized use. The School will not (and will not allow a third party to): reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Services or any software, documentation or data related to the Services (provided that reverse engineering is prohibited only to the extent such prohibition is not contrary to applicable law); modify, translate, or create derivative works based on the Services; use the Services for timesharing or service bureau purposes or for any purpose other than its own internal, non-commercial, educational use; attempt to create a substitute or similar service through use of, or access to, the Services; sell, resell, lease or the functional equivalent thereof, the Services to a third party; or use the Services other than in accordance with this Agreement and in compliance with all applicable laws and regulations (including but not limited to any European privacy laws), intellectual property, consumer and child protection, obscenity or defamation).

## **Suspension**

Remind may, without liability to the School or any End User, suspend the account of any End User who violates the End User Agreements and we may suspend an account in the event of an Emergency Security Issue.

## **Confidential Information And Personal Information**

Neither party will disclose the other's Confidential Information, except to Affiliates, employees, independent contractors, and agents who need to know it and who have agreed in writing to keep it confidential. Each party may disclose the other party's Confidential Information solely to the extent required by law or court order but only after it, if legally permissible (a) uses commercially reasonable efforts to notify the other party, and (b) gives the other party the chance to challenge the disclosure.

## **Intellectual Property Rights And Licenses**

Unless explicitly stated, this Agreement does not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property. The School owns all Intellectual Property Rights in Customer Data and Remind owns all Intellectual Property Rights in the Services. The School hereby grants to Remind a non-exclusive, royalty-free, fully paid-up, worldwide, sublicensable and transferable license

to use the Customer Data as necessary to fulfill its obligations and exercise its rights hereunder.

## **Publicity**

The School permits Remind to include the School's name or Brand Features in a list of Remind customers, online or in promotional materials, and to verbally reference the School as a customer.

## **Warranty Disclaimers**

Due to the nature of mass notification services, in the event of the Service's failure to comply with the Agreement, Customer's sole and exclusive remedy shall be to terminate the Service. Customer acknowledges and agrees that the Service is not intended, nor designed, for use in high-risk activities, or in any situation where failure of the Service could lead to death, personal injury, or damage to property, or where other damages could result if an error or outage occurred. The parties further agree that, NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN THE AGREEMENT, to the extent not prohibited by Law, WE SHALL NOT BE LIABLE FOR ANY DEATH, PERSONAL INJURY, OR DAMAGES ARISING OUT OF OR RELATED TO USE OF THE PRODUCT AND SERVICE. Customer acknowledges and agrees that its primary recourse in the event of any actual or potential threat to person or property should be to contact emergency response services (including without limitation, 911 or equivalent, fire, police, emergency medical, and public health, collectively, "First Responder Services") and that the Service is not intended to replace such First Responder Services, or to be used for communicating with, or replace notification to, or interoperate directly with, such First Responder Services, which should have already been notified and deployed prior to using the Service.

THE SERVICES, CONFIDENTIAL INFORMATION AND ANYTHING ELSE PROVIDED IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED "AS-IS," WITHOUT ANY WARRANTIES OF ANY KIND. REMIND (AND ITS AGENTS, AFFILIATES, LICENSORS AND SUPPLIERS) HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

## **Fees; Payment; Interest Charged For Late Payments**

The School will pay Fees for the Services as set forth in an applicable Order Form or as otherwise agreed upon. Unless specified otherwise in the Order Form (if applicable), all Fees are due thirty (30) days from the invoice date. We will charge interest at the rate of one-and-one-half percent per month (or the highest rate permitted by law, if less) from the payment due date for any delinquent payments until paid in full. The School will be responsible for all reasonable expenses (including attorneys' fees) incurred by Remind in collecting delinquent amounts.



## Purchase Orders

If the School requires a Purchase Order number on its invoice, it must inform Remind and issue a Purchase Order to Remind. **Any terms and conditions on a Purchase Order do not apply to this Agreement and are null and void as to this Agreement. This Agreement in conjunction with our End User Agreements constitute our complete Agreement.**

## Taxes

The School is responsible for any Taxes and will pay Remind in full for the Services without any reduction for Taxes. If Remind is obligated to collect or pay Taxes, the Taxes will be invoiced to the School, unless the School provides Remind with a valid tax exemption certificate. If the School is required by law to withhold any Taxes from its payments to Remind, it must provide Remind with an official tax receipt or other appropriate documentation.

## Term

This Agreement will remain in effect for the Term as stated in the Order Form or, if no Order Form exists, until terminated in accordance with this document. Unless the parties agree otherwise in writing, End User Accounts added during any Services Term will have a prorated term ending on the last day of that Services Term. At the end of each Services Term, the Services (and all End User Accounts previously purchased for a Fee) will automatically renew for an additional Services Term of twelve months. If either party does not want the Services to renew, then it must notify the other party in writing at least sixty (60) days prior to the end of the then-current Services Term. This notice of non-renewal will be effective upon the conclusion of the then-current Services Term.

Remind can revise its rates for Services that the School has purchased for a Fee for the following Services Term by providing the School written notice (which may be by email) at least seventy-five (75) days prior to the start of the subsequent Services Term.

## Termination

Either party may suspend performance or terminate this Agreement if: (a) the other party is in material breach of the Agreement and fails to cure that breach within thirty (30) days after receipt of written notice; (b) the other party ceases its operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety (90) days; or (c) the other party is in material breach of this Agreement more than two (2) times notwithstanding any cure of such breaches.

The School may terminate this Agreement for any reason (or no reason) with thirty (30) days prior written notice to Remind, but the School will remain obligated to pay any Fees for Services applicable to the remainder of the then-current Services Term for

those Services. Remind may terminate this Agreement and cease providing the Services if the School fails to pay invoices within a timely fashion.

If this Agreement terminates, then: (a) the rights granted by one party to the other will cease immediately; (b) Remind will provide the School access to, and the ability to export, the Customer Data for a commercially reasonable period of time at Remind's then-current rates, if applicable, for the Services; (c) Customer will be able to use Remind's free services, however, if Customer subsequently requests termination of all services and deletion of accounts, Remind will offer End Users the choice whether to continue using Remind, and if so, provide each End User with control over his or her Remind account; (d) after a commercially reasonable period of time and only upon explicit, written request of your School, Remind will delete Customer Data for those individual accounts that have not been claimed by End Users by overwriting the Customer Data over time; and, (e) upon explicit, written request each party will promptly use commercially reasonable efforts to return, delete (by overwriting over time) or destroy all other Confidential Information of the other party.

## **Limitation Of Liability**

NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SERVICES OR ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT, THE DELAY OR INABILITY TO USE THE SERVICES OR ANYTHING OTHERWISE ARISING FROM THIS AGREEMENT, INCLUDING WITHOUT LIMITATION COST OF PROCUREMENT OF SUBSTITUTE GOODS, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS OR LOST SALES, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY.

THE TOTAL LIABILITY OF EITHER PARTY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, WILL NOT EXCEED, IN THE AGGREGATE THE LESSER OF (A) ONE THOUSAND DOLLARS OR (B) THE AMOUNT PAID OR PAYABLE BY CUSTOMER TO REMIND UNDER THIS AGREEMENT DURING THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

These limitations of liability apply to the fullest extent permitted by applicable law, but do not apply to breaches of confidentiality obligations or violations of a party's Intellectual Property Rights by the other party.

## **Notices**

Unless specified: (a) all notices must be in writing and addressed to the attention of the other party's legal department or primary point of contact; and (b) notice will be deemed given: (i) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (ii) when verified by automated receipt or electronic logs if sent by facsimile or email.

## **Assignment; Change Of Control**

The School may not assign or transfer this Agreement in part or in whole without the prior written consent of Remind. Remind may freely transfer and assign any of its rights and obligations under this Agreement.

## **Force Majeure**

Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control.

## **No Waiver**

Failure to enforce any provision of this Agreement will not constitute a waiver.

## **Severability**

If any provision of this Agreement is found unenforceable, the balance of the Agreement will remain in full force and effect.

## **Governing Law**

### **1. For City, County and State Government Entities**

If the School is a city, county, or state government entity, then the parties agree to remain silent regarding governing law and venue.

### **2. For All other Entities**

This Agreement is governed by California law, without regard to its conflict of laws principles. FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE STATE OR FEDERAL COURTS IN SANTA CLARA COUNTY, CALIFORNIA.

## **Amendments**

Any amendment must be in writing, signed by both parties, and expressly state that it is amending this Agreement.

## Survival

The following sections will survive expiration or termination of this Agreement: Confidential Information And Personal Information, Intellectual Property Rights And Licenses (excluding the last sentence thereof), Termination, and Limitation of Liability.

## Insurance

Remind will maintain insurance coverage consistent with generally recognized commercial standards including general liability insurance.

## Entire Agreement

This Agreement, and all documents referenced herein, is the parties' entire agreement relating to its subject and supersede any prior or contemporaneous agreements on that subject.

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## Addendum A – Definitions

### Definitions

**"Admin Account(s)"** means the administrative account(s) provided to the School by Remind for the purpose of administering the Services. The use of the Admin Account(s) requires a password, which Remind will provide to the School.

**"Administrators"** mean the Customer-designated technical personnel who administer the Services to End Users on the School's behalf.

**"Ads"** means online advertisements, excluding advertisements provided by any advertising products that are not part of the Services that the School chooses to use in connection with the Services, displayed by Remind to End Users.

**"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control with a party.

**"Brand Features"** means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.

**"Confidential Information"** means information disclosed by a party to the other party under this Agreement that is marked as confidential or would normally be

considered confidential under the circumstances. Confidential Information does not include information that: (a) the recipient of the Confidential Information already knew; (b) becomes public through no fault of the recipient; (c) was independently developed by the recipient; or (d) was rightfully given to the recipient by another party.

**"COPPA"** means the United States Children's Online Privacy Protection Act of 1998.

**"Customer Data"** means data, including email and chats, provided, generated, transmitted or displayed via the Services by the School or End Users.

**"Emergency Security Issue"** means either: (a) the School's use of the Services in violation of the End User Agreements, which could disrupt: (i) the Services; (ii) other End Users' use of the Services; (iii) the Remind network or servers used to provide the Services; or (b) unauthorized third party access to the Services; or (c) an actual or suspected security breach.

**"End Users"** means the individuals that the School permits to use the Services.

**"End User Account"** means a Remind-hosted account established through the Services for an End User.

**"Fees"** means the amounts set forth in an Order Form (if applicable) or the purchase price for the Services invoiced to the School by Remind for the Services (if applicable) as described in this Agreement.

**"FERPA"** means the United States Federal Educational Rights and Privacy Act.

**"Intellectual Property Rights"** means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights.

**"Order Form"** means an order form, which is the written document provided by Remind specifying the Services the School will purchase from Remind for a Fee under the Agreement. The Order Form will contain: (a) a signature block for the School, or for both the School and Remind; and (b) Fees.

**"Purchase Order"** means a Customer issued purchase order.

**"Services"** means those products, features and functionality provided by Remind to the School in connection with the Admin Account and described on the applicable Order Form. The Services are described here: remind.com . The End User Services are separate from the Services to be provided hereunder.

**"Service Commencement Date"** is the date upon which Remind makes the Services available to Customer.

**"Services Term"** refers to the period from Service Commencement Date to the end of the Term.

**"Suspend"** means the immediate disabling of all or a portion of access to the Services, or components of the Services, as applicable, to prevent further use of the Services.

**"Taxes"** means any duties, customs fees, or taxes (other than Remind's income tax) associated with the sale of the Services, including any related penalties or interest.

**"Term"** means the term of the Agreement, which will begin on the Effective Date and continue until the earlier of: (i) the end of the last Services Term (if set forth in an applicable Order form) or (ii) the Agreement is terminated as set forth herein.

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## **Addendum B – Specific Commitments for Certain States and Jurisdictions**

If you are a Customer residing in one of the following states or countries, Remind makes additional commitments that apply to you based on your residence:

### **California**

Remind agrees that, as per Cal. Edu. Code § 49073.1, commonly known as AB 1584:

1. pupil records continue to be the property of and under the control of the local educational agency;
2. Remind will not use personally identifiable information in individual pupil records for commercial or advertising purposes;
3. Remind will not use any information in the pupil record for any purpose other than for the requirements of the contract;
4. Parents, legal guardians or eligible pupils may review the pupil's records or correct erroneous information in those records by accessing the Remind account of the pupil;
5. Remind undertakes extensive security training of all employees, including training on security at hire and at least annually thereafter, and a partial, but not exhaustive description of our data security practices can be found by reviewing: [remind.com/resources/security-overview](https://remind.com/resources/security-overview)
6. Remind will comply with the requirements of California law, as set forth at Cal. Civ. Code § 1792.82 et seq., for informing affected parties in the event of an unauthorized disclosure of pupil records;
7. pupil records will neither be retained nor will Remind maintain those records in a manner that makes them available (a) upon completion of the terms of the contract; (b) after request for deletion by the contracting party; and, (c) within a commercially reasonable period for deletion; and,
8. at all times during the pendency of any contract between Remind and a local educational agency (LEA), Remind acts solely as a "school official" as that term is defined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g

(FERPA), and will, therefore, facilitate the LEA's compliance with FERPA as directed by the LEA.

## **Colorado**

Remind complies with all applicable requirements of Colorado's Student Data Transparency and Security Act, C.R.S. 22-16-101, et seq.

## **Connecticut**

As an operator, as defined by Connecticut Public Act 16-189, Remind will:

1. implement and maintain security procedures and practices that meet or exceed industry standards and that are designed to protect student information, student records and student-generated content from unauthorized access, destruction, use, modification or disclosure;
2. delete any student information, student records or student-generated content within a reasonable amount of time if a student, parent or legal guardian of a student or local or regional board of education who has the right to control such student information requests the deletion of such student information, student records or student-generated content;
3. facilitate access to, and provide a means of correction of erroneous information within, a student's record, student's information or student-generated content by the student, parent, or legal guardian; and
4. at all times during the pendency of any contract between it and a local or regional board of education, act solely as a "school official" as that term is defined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA), and will, therefore, facilitate the local or regional board of education's compliance with FERPA as directed by the local or regional board of education.

Remind agrees that:

1. student information, student records and student-generated content are not the property of or under the control of Remind;
2. the laws of the State of Connecticut will govern this contract and the rights and duties of Remind and a local or regional board of education;
3. if any provision of this agreement is ruled invalid, the invalidity of that provision does not affect other provisions or applications of this contract

Remind will not knowingly:

1. engage in (a) targeted advertising on Remind's Internet web site, online service or mobile application, or (b) targeted advertising on any other Internet web site, online service or mobile application if such advertising is based on any student information, student records, student-generated content or persistent unique identifiers that Remind has acquired because of the use of Remind's Internet web site, online service, or mobile application for school purposes;

2. collect, store and use student information, student records, student generated content or persistent unique identifiers for purposes other than the furtherance of school purposes;
3. sell, rent or trade student information, student records or student-generated content unless the sale is part of the purchase, merger or acquisition of an operator by a successor operator and the operator and successor operator continue to be subject to the provisions of this section regarding student information;
4. disclose student information, student records or student-generated content unless the disclosure is made (A) in furtherance of school purposes of the Internet web site, online service or mobile application, provided the recipient of the student information uses such student information to improve the operability and functionality of the Internet web site, online service or mobile application and complies with subsection (a) of Sec. 3 of Connecticut Public Act No. 16-189; (B) to ensure compliance with federal or state law or regulations or pursuant to a court order; (C) in response to a judicial order; (D) to protect the safety or integrity of users or others, or the security of the Internet web site, online service or mobile application; (E) to an entity hired by the operator to provide services for the operator's Internet web site, online service or mobile application, provided the operator contractually (i) prohibits the entity from using student information, student records or student-generated content for any purpose other than providing the contracted service to, or on behalf of, the operator, (ii) prohibits the entity from disclosing student information, student records or student-generated content provided by the operator to subsequent third parties, and (iii) requires the entity to comply with subsection (a) of Sec. 3 of Connecticut Public Act No. 16-189; or (F) for a school purpose or other educational or employment purpose requested by a student or the parent or legal guardian of a student, provided such student information is not used or disclosed for any other purpose; or
5. retain or make available student information, student records or student-generated content beyond the expiration of the contract period unless a student, their parent or legal guardian chooses to maintain a contract with Remind.

If Remind discovers a breach of security that results in the unauthorized release, disclosure or acquisition of student information, student records or student-generated content, Remind will notify the students, parents or guardians of any affected student within the statutorily-mandated time period.

## **Idaho**

Remind will, as per the Student Data Accessibility, Transparency and Accountability Act of 2014, codified at Idaho Code 33-133:

1. only use aggregated data or student's data for secondary uses after receiving written permission from the student's parent or guardian; and
2. notify customers and seek express, written parental consent if Remind materially changes Remind's use of student data for sales, marketing or advertising.



## Illinois

Remind complies with all applicable requirements of the Illinois Student Online Personal Information Privacy Act (IL SOPIPA), codified at 105 ILCS 85/5, and agrees that:

1. this document constitutes the written agreement mandated by that Act, and that this document, which incorporates Remind's Privacy Policy available at <https://www.remind.com/privacy-policy>, states the:
  1. categories or type of information to be provided to Remind, the operator; and
  2. service being offered to the contracting party.
2. pursuant to the federal Family Educational Rights and Privacy Act of 1974, Remind is acting as a school official with a legitimate educational interest and is performing an institutional service or function for which the contracting party would otherwise use employees, under the direct supervision of the school, with respect to the use and maintenance of covered information, and is using the covered information only for an authorized purpose and may not redisclose it to third parties or affiliates, unless otherwise permitted by the IL SOPIPA, without permission from the contracting party or pursuant to court order;
3. Remind will be liable for costs associated with the investigating and remediating a breach for which it is the sole and proximate cause;
4. Remind will either delete or return, within a commercially reasonable period of time but not to exceed 60 days, all covered information upon the expiration of any agreement when requested to do so by notification from the contracting party;
5. Remind will require the contracting party to publish notice of this agreement on any relevant website, if any, maintained by the contracting party;
6. In the case of a breach, Remind will notify the contracting party, within the most expedient time possible and without unreasonable delay, but no later than 30 days after the breach has occurred of any breach of the students' covered information; and,
7. Remind maintains a list of those third parties or affiliates with which it shares covered information, which may be accessed here: <https://help.remind.com/hc/en-us/articles/203025679>.

## Louisiana

Remind will, as per Louisiana's Student Privacy Law, codified at R.S. 17:3914:

1. limit access to student information solely to authorized Remind employees and subcontractors who agreed to abide by equally stringent privacy practices pursuant to a data security plan;
2. employ privacy practices that meet or exceed industry standards regarding student data including, but not limited to: (a) privacy compliance requirements; (b) regular privacy and security audits; (c) written breach planning, notification and remediation action guides; (d) policies limiting data collection and storage

- coupled with clear policies limiting data retention and establishing set timeframes for post-contract disposition and data disposal; and,
3. return all student data not deleted as per agreement to the relevant city, parish or local school board.

## Montana

Remind complies with all applicable requirements of the Montana Pupil Online Personal Information Protection Act, codified at 20-7-13, MCA and Remind agrees that:

1. Pupil records continue to be the property of and under the control of the school district;
2. Pupils may retain possession and control of their own content and may transfer pupil-generated content to a personal account by utilizing Remind's features;
3. Remind prohibits third parties from using any information in pupil records for any purpose other than those required or specifically permitted by contract;
4. A parent, legal guardian, or eligible pupil may review personally identifiable information in the pupil's records and correct erroneous information by using tools made available by Remind;
5. Remind's commitments to data privacy and data security outlined in its Privacy Policy and, in part, at **[remind.com/privacy-policy](https://remind.com/privacy-policy)** are incorporated into this agreement. Further, Remind will:
  1. implement and maintain security procedures and practices that meet or exceed industry standards and that are designed to protect student information, student records and student-generated content from unauthorized access, destruction, use, modification or disclosure;
  2. limit access to student information solely to authorized Remind employees and subcontractors who agreed to abide by equally stringent privacy practices pursuant to a data security plan;
  3. employ privacy practices that meet or exceed industry standards regarding student data including, but not limited to: (i) privacy compliance requirements; (ii) regular privacy and security audits; (iii) written breach planning, notification and remediation action guides; (iv) implementing policies limiting data collection and storage coupled with clear policies limiting data retention and establishing set timeframes for post-contract disposition and data disposal;
6. If Remind discovers a breach of security that results in the unauthorized release, disclosure or acquisition of student information, student records or student-generated content, Remind will notify the students, parents or guardians of any affected student within the statutorily mandated time period;
7. At all times during the pendency of any contract between Remind and a local educational agency (LEA), Remind acts solely as a "school official" as that term is defined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA), and will, therefore, facilitate the LEA's compliance with FERPA as directed by the LEA; and,
8. Remind will not use information contained in pupil records to engage in targeted advertising.

## **Nevada**

Remind agrees, as per N.R.S. 388.272, that:

1. Remind's commitments to data privacy and data security outlined in its Privacy Policy and, in part, at [remind.com/resources/security-overview](https://remind.com/resources/security-overview) are incorporated into this agreement; and,
2. Remind faces potential liability as a penalty for intentional or grossly negligent noncompliance with this contract, including termination of the contract and monetary damages for any breach of the terms of this contract that cause actual harm to the contracting party.

## **New York**

Remind complies with all applicable laws of the State of New York, and this contract includes the following information to comply with student privacy and security laws, commonly referred to as New York State Education Law § 2-d ("New York Ed. 2-d), and Section 121 of New York regulations that implement that law and related law.

New York's Parents Bill of Rights for Data Privacy and Security is incorporated into this agreement and Remind agrees that:

1. Remind will not sell or release a student's personally identifiable information for any commercial purpose;
2. Parents have the right to inspect and review the complete contents of their child's education record that is shared with or collected by Remind;
3. Remind complies with all applicable state and federal laws that protect the confidentiality of personally identifiable information, and employs data security safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, both when data is stored at rest or is transferred;
4. Remind maintains a publicly available list in its Privacy Policy of all student data elements collected by Remind;
5. Remind will promptly address any complaints about possible breaches of student data emailed to [privacy@remindhq.com](mailto:privacy@remindhq.com) or mailed to: Remind101, Inc. P.O. Box 1077 San Ramon, CA 94583
6. Remind will exclusively utilize the student data, teacher data, or principal data to provide account holders with the Remind service;
7. All subcontractors for Remind that may access personally identifiable information of students, teachers, principals or other faculty are contractually required by Remind to employ data privacy and security practices that provide at least a commensurate level of protection for that data as does Remind;
8. Remind will either delete or return, within a commercially reasonable period of time but not to exceed 45 days, all personally identifiable information upon the expiration of any agreement when requested to do so by notification from the contracting party;

9. Any parent, student, eligible student, teacher or principal may correct inaccurate student data or teacher or principal data that is collected; and
10. All student data or teacher or principal data will be stored on cloud servers within the United States and protected with industry standard and best practices procedures, including encryption when stored in motion and at rest. Remind's Data Privacy and Security Plan, for purposes of compliance with § 121.6 of the regulations implementing New York Ed. Law 2-d can be accessed at: [plans.remind.com/rs/330-JDD-840/images/remind-data-security-privacy-plan.pdf](https://plans.remind.com/rs/330-JDD-840/images/remind-data-security-privacy-plan.pdf).

## **North Carolina**

Remind agrees, as per NC General Statutes § 115C-402.5(b)(6):

1. Remind's commitments to data privacy and data security outlined in its Privacy Policy and, in part, at [remind.com/resources/security-overview](https://remind.com/resources/security-overview) are incorporated into this agreement; and,
2. Remind faces potential liability as a penalty for intentional or grossly negligent noncompliance with this contract, including termination of the contract and monetary damages for any breach of the terms of this contract that cause actual harm to the contracting party.

Remind makes the following additional commitments:

1. JESSICA LUNSFORD ACT – Remind certifies that none of its employees or agents performing services are or will at any point during the Term of this Agreement be listed as a sex offender on the North Carolina Sex Offender and Public Protection Registration Program, the Sexually Violent Predator Registration Program and/or the National Sex Offender Registry.
2. ELIGIBILITY OF EMPLOYMENT – Remind reviews the eligibility for employment of every Remind employee.
3. IRAN DIVESTMENT - Remind certifies that it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. §147-86.58, the Iran Divestment Act of 2015 (S.L. 2015-118).
4. DEBARMENT CERTIFICATION – Remind certifies that neither Remind nor its principals are suspended or debarred from doing business with the state of North Carolina or the federal government.

## **Oklahoma**

Remind agrees, as per the Oklahoma Student Data Accessibility, Transparency and Accountability Act of 2013, codified at 70 OK Stat § 70-3-168 (2014) that:

1. Remind's commitments to data privacy and data security outlined in its Privacy Policy and, in part, at [remind.com/resources/security-overview](https://remind.com/resources/security-overview) are incorporated into this agreement; and,

2. Remind faces potential liability as a penalty for intentional or grossly negligent noncompliance with this contract, including termination of the contract and monetary damages for any breach of the terms of this contract that cause actual harm to the contracting party.

## **Texas**

Remind commits, as per Tex. Gen. Gov. § 2270.002, that Remind:

1. does not boycott Israel; and
2. will not boycott Israel during the term of the contract.

## **West Virginia**

Remind agrees, as per the West Virginia Student Data Accessibility, Transparency and Accountability Act, codified at W.V. Code § 18-2-5h that:

1. Remind's commitments to data privacy and data security outlined in its Privacy Policy and, in part, at [remind.com/resources/security-overview](https://remind.com/resources/security-overview) are incorporated into this agreement; and,
2. Remind faces potential liability as a penalty for intentional or grossly negligent noncompliance with this contract, including termination of the contract and monetary damages for any breach of the terms of this contract that cause actual harm to the contracting party.