Calendly Pricing Proposal for Connor Middle School

Quote issued on: September 15, 2021

Prepared for: Connor Middle School

Invoice Notes:

michelle.thompson@boone.kyschools.us

Prepared by:

support@calendly.com

Features included:

Calendar integrations with Google Calendar, Office 365, Outlook, and iCloud

Unlimited event types and scheduled events

Pooled availability options for team, including round robin, collective scheduling, and multiple team members on one page

Customizable email notifications and reminders

Metrics and reporting

Removeable Calendly branding

Calendar integrations with Google Calendar, Office 365, Outlook, and iCloud

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Group events (for tours, webinars, classes, etc.)

Calendar integrations with Google Calendar, Office 365 Outlook, and iCloud

Add links to event confirmation pages.

GoToMeeting integration, as well as over 700 app integrations with Zapier.

Pricing Overview

Name	Number of Users	Price per user per month	Annualized	Total
Premium Annual Subscription	3	$8.00	12	$288.00

	$288.00
Discount (25%)	-$72.00
	$216.00

Calendly values the work of educators and as such, we are happy to offer you a 25% discount for annual payments on our plans. This discount has been applied to the quoted price.

Instructions

You are able to enter your credit card information securely on our website. Please have the account owner log into the account and enter their credit card information using the following link: https://calendly.com/billing. You can view Calendly's billing instructions at https://help.calendly.com/hc/en-us/articles/223146827-Credit-card-payment-info.

Thompson, Michelle

From: Calendly Billing <billing@calendly.com>
Sent: Sunday, September 5, 2021 12:08 AM
To: Thompson, Michelle
Subject: Calendly | Your Premium Yearly subscription will renew on 04-Nov-2021

EXTERNAL MESSAGE

calendly

Hi Connor Middle School,

We thought you'd like to know that your subscription will renew soon. Here are the details of your renewal:

Subscription Details: 3 Premium Yearly
Estimated invoice amount: $216.00 USD
Renewal Date: 04-Nov-2021

If you need to change any of your subscription or billing information, please let us know by replying to this email to contact our support team, or by reaching out to your Customer Success Manager.

If a purchase order is required for your procurement process, please send it to accounting@calendly.com at least a week prior to 04-Nov-2021 in order for us to update it in our system.

If you are interested in moving to a credit-card based subscription that is managed in-app, please let us know!

- The Calendly Support Team

Our lawyers wanted you to know:
This document from Calendly, LLC ("Seller"), together with a valid quotation or pricing proposal, any Master Services Agreement mutually agreed upon and executed by officers of both parties, and/or Calendly Privacy Policy, End User License Agreement, Website Terms of Use, and Data Processing Addendum documentation, contains the entire terms and conditions associated with this transaction. The buyer may accept a quotation by issuing a purchase order or other writing expressing its intention to be bound, or in any other manner acceptable to Seller. Any terms, conditions or writing within such a purchase order or writing addressing the subject matter of this transaction, shall be for the buyer's internal purposes only and the terms and conditions contained therein shall have no force

Terms of Use

Terms of Use.

Effective June 29, 2021

Thanks for using Calendly. These Terms of Use ("Terms" or "Agreement") are a legal agreement between you and Calendly, LLC ("Calendly," "we," "our," or "us") and govern your use of all the text, data, information, software, graphics, photographs and more that we and our affiliates

provide through any of our websites (the "Platform" or "Website" and together with the Materials, these "Service(s)"). Calendly "Users" are the people who have created a Calendly account (also referred to as "Customer(s)"), and Calendly "Invitees" are people who have scheduled a meeting with a Calendly User but may or may not have registered with Calendly. A Calendly "Viewer" is a person who visits the Calendly Website but may or may not be a Calendly User or Calendly Invitee.

If you are entering into these Terms on behalf of a company or other organization, you hereby represent and warrant that you are authorized to enter into these Terms on behalf of such company or other organization ("Authorized User").

READ THESE TERMS CAREFULLY BEFORE BROWSING THIS WEBSITE. USING THESE SERVICES INDICATES THAT YOU HAVE BOTH READ AND ACCEPT THESE TERMS. YOU CANNOT USE THESE SERVICES IF YOU DO NOT ACCEPT THESE TERMS. THESE TERMS CONTAIN A DISPUTE

IF YOU ARE A CALENDY USER, AUTHORIZED USER, VIEWER, OR INVITEE LOCATED IN THE EUROPEAN ECONOMIC AREA, SWITZERLAND, OR UNITED KINGDOM, THE **DATA PROCESSING ADDENDUM** ACCOMPANIES THESE TERMS AND SETS FORTH OTHER TERMS OF OUR AGREEMENT THAT APPLY SOLELY TO THE EXTENT ANY INFORMATION YOU PROVIDE TO CALENDLY INCLUDES PERSONAL DATA OF INDIVIDUALS LOCATED IN

THE EUROPEAN ECONOMIC AREA, SWITZERLAND, AND THE UNITED KINGDOM.

Scope.

Calendly's Services facilitate the online scheduling of appointments. You may access and use the Services only in accordance with these Terms. Please note that these Terms govern your use of the Services, including, but not limited to, the process through which your Invitees schedule appointments with you.

be posted from time to time. All such agreements, policies or guidelines, including the **Privacy Notice**, the **End User License Agreement** and the Data Processing Addendum (as applicable) are hereby incorporated by reference into these Terms.

General Use.

We invite you to use these Services for your individual purposes and not for the purposes of reselling ("Permitted Purposes") – enjoy!

Subject to these Terms, we grant you a limited, personal, non-exclusive and non-transferable license to use and to display the Documentation and a limited, personal, non-exclusive and non-transferable right to access and use the Service following the set-up of a Free Account or Paid Account as set forth below. You have no other rights in the Service and shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and to the extent Customer is a company or other

publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; or (v) knowingly use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law. If you make copies of any portion of this Website while engaging in Permitted Purposes then you agree to keep on these copies all of our copyright and other proprietary notices as they appear on this Website.

Subject to these Terms, we also grant you a limited, personal, non-exclusive, non-transferable license to download, install and operate any plug-ins, software, information, or other content that we may have specifically identified within the Website as available for download

provided to you upon download, including without limitation our End User License Agreement.

Our Service is not intended for and may not be used by individuals under 13 years of age except as provided by the Educational Use Section of these Terms. By registering for a Calendly account, you state that you are at least 18 years of age, and you are responsible for ensuring that all Calendly Users and Invitees are at least 13 years old. Creating an account with false information is a violation of our Terms, including creating an account on behalf of others or persons under the age of 18.

Educational Use.

Children under the age of 13 shall only use the Services under an account created by and under their parent/guardian or school/educator and are specifically prohibited from the use of the Services otherwise. If You are a school or educator in the United States and want your students to use the Services, Customer is and shall be

and its rules (collectively, "COPPA").

To the extent that Calendly has access to "education records," as defined by FERPA and its implementing regulations, it is deemed and shall function as a "school official" with "legitimate educational interests" when fulfilling its responsibilities under this Agreement, and both parties agree that you have "direct control" over the use of "education records" as these terms are defined under FERPA. Calendly agrees to comply with its obligations under FERPA, including but not limited to the limitations on re-disclosure of personally identifiable information from education records set forth in FERPA and with the terms set forth below.

This means you shall notify those students' parents/guardians of the personally identifiable information that you will collect and share with us and obtain parental/guardian consent before its students sign up or use the Services. When obtaining such consent, you shall provide

provide them to us if we request them. Additionally, you shall be responsible for verifying the student parent relationship and shall be responsible for compliance with the right of a parent to review personal information provided by the child. You shall comply with such requirements by requesting and providing Calendly with a data subject request for the aforementioned data, or any changes to such data requested by the parent, and providing the data to the parent after verification of the student parent relationship. If you are located outside of the United States, Calendly shall rely upon you and you shall obtain any required consents or approvals from the parent or guardian of any student covered by similar laws and, as a condition to your and your students' use of the Services, you shall comply with such laws.

Account Setup.

To use the Website, you need to set up a Calendly account. You may establish either a free account ("Free Account") or a paid account ("Paid Account"). You are authorized by Calendly to set up one Free Account only. Calendly reserves the right to terminate any additional Free

When you create an account, we collect registration-related information, which includes your email address and your name. Once you submit the required registration information, we alone will determine whether or not to approve your proposed account. If approved, you will

be sent an email detailing how to complete your registration. For so long as you use the account, you agree to provide true, accurate, current, and complete information that can be accomplished by logging into your account and making relevant changes directly. You are responsible for complying with these Terms when you access this Website, whether directly or through any account that you may set up through or on this Website. Because it is your account, it is your job to obtain and maintain all equipment and services needed for access to and use of this Website as well as paying related charges. You agree to choose a strong and secure password(s) and maintain the confidentiality of your password(s), including any password of a third-party site that we may allow you to use to access this Website. Should you believe your password or security

Calendly or our billing processors collect your billing information when you upgrade to a Paid Account. All information is protected in accordance with our **Privacy Notice**.

Your account belongs to you. However, Calendly controls the URL(s) assigned to your account and may change or deactivate the URL(s) without prior notice. If your account is paid for by another party for you to use (for example, paid and managed by your employer), the party

paying for your account has the right to control it, manage it, and get reports on your use of the Paid Account. The party paying for your account does not have rights nor access to your separate, personal account(s) that are not paid for nor managed by that party.

Subscription Period and Subscription Fees.

You agree to pay all applicable fees related to your use of this Website which are described fully **on our pricing page**. By providing a payment

thereto at regular intervals, all of which depend on your particular subscription and utilized services.

The subscription period for Paid Accounts can be month-to-month, yearly, or another duration described more fully **on our pricing page**.

Paid Accounts are subject to fees based upon the account type you've selected. For renewals, Calendly will automatically charge your

payment method in the amount of the then-current fee for your type of account, plus applicable taxes. Each Renewal Term may include a price increase of the Consumer Price Index ("CPI") + 3% unless we notify you of a different rate before each Renewal Term starts. All payments are non-refundable. To the extent that payment mechanisms are provided through third parties, you agree that Calendly will have no liability to you arising out of the acts or omissions of such third parties. If applicable, you agree to maintain current billing information.

ITS PAYMENT PROCESSORS, FOR THE AMOUNTS DUE FOR YOUR INITIAL SUBSCRIPTION PERIOD AND FOR ADDITIONAL SUBSCRIPTION PERIODS UNTIL YOUR ACCOUNT IS CANCELED OR TERMINATED. PLEASE PRINT OUT THESE TERMS AND CONDITIONS FOR YOUR RECORDS.

Renewal/Cancellation.

Paid Accounts will automatically renew for the same subscription period unless you cancel the account by the end of the then-current subscription period. You can cancel your account at any time by contacting customer service at **support@calendly.com**. Cancellation will be effective immediately. Please note that after you cancel your account, you may not be able to use or access the Platform and you will not be entitled to a refund of any fees that you've paid.

Legal Compliance.

You agree to comply with all applicable domestic and international laws, statutes, ordinances, and regulations regarding your use of our

appropriate, including but not limited to canceling your User account, reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, e-mail addresses, usage history, posted materials, IP addresses, and traffic information, as allowed under our **Privacy Notice**. You agree to promptly notify Calendly in the event that you are made aware of any unauthorized or illegal use of the Website.

Intellectual Property.

Our Services may contain our service marks or trademarks as well as those of our affiliates or other companies, in the form of words, graphics, and logos, and any and all intellectual property provided to Customer or any Authorized User in connection with the Services ("Calendly IP"). Your use of our Services does not constitute any right or license for you to use such service marks/trademarks. Our Website is also protected under international copyright laws. The copying, redistribution, use, or publication by you of any portion of our Website is strictly prohibited

granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Calendly IP.

Notices and Message.

By using the Services, you consent to receive emails from us. These emails may include notices about applicable fees and charges, transactional information and other information concerning or related to the Services. These emails are part of your relationship with us. By scheduling a meeting as an Invitee with a Calendly User, you consent to receive transactional emails related to the scheduled meeting (e.g. booking confirmations and reminders). If, as an Invitee, you provide your phone number for text reminders, you also consent to receive SMS text reminders from Calendly related to the scheduled meeting between you and the Calendly User.

communication requirements, including that such communications be in writing. You agree to keep your contact information up to date, and to monitor your email settings to ensure that you receive emails from us at your discretion and as necessary.

Links to Other Websites. Our Website may contain links to third party websites. These links are provided solely as a convenience to you. By linking to these websites, we do not create or have an affiliation with or sponsor such third party websites. The inclusion of links within our Website does not constitute any endorsement, guarantee, warranty, or recommendation of such third party websites. Calendly has no control over the legal documents and privacy practices of third party websites, and by using them, you may be giving those third parties permission to use or control your information in ways Calendly would not. As such, you access any third-party websites at your own risk.

"Forums"). These Forums may permit you to submit feedback, information, data, text, software, messages, or other materials (each, a "Submission"). We love hearing from our Users and Invitees! It's incredibly helpful and helps us to make a better Calendly for all. If you choose to provide a Submission, either directly to us or via a Forum, you agree that we can use them without any restrictions or compensation to you.

Any information that you post in a Forum might be read, collected, and used by others who access it. To request removal of your information from a Forum, contact **support@calendly.com**. In some cases, we may not be able to remove your information, in which case we will let you know that, and why.

You agree that you are solely responsible for all of your Submissions and that any such Submissions are considered both non-confidential and non-proprietary. If you use Forums, you also understand that anyone

you. Further, we do not guarantee that you will be able to edit or delete any Submission you have submitted.

By submitting any Submission, you are promising us that you own all rights in your Submission, your Submission does not infringe on the rights of others, your Submission does not violate any laws or regulations, and your Submission is not in poor taste.

You grant to us an irrevocable royalty-free license to copy, modify, publish and display your Submission, and to make, use (and permit others to use) your Submission for any purpose (including, without limitation, to use your Submission in our Website).

We are not obligated to publish any information or content on our Forum and can remove information or content at our sole discretion, with or without notice.

Unauthorized Activities. To be clear, we authorize your use of these Services only for Permitted Purposes. Any other use of these Services beyond the Permitted Purposes is prohibited and, therefore, constitutes unauthorized use which may result in the violation of various United States and international copyright laws, the deletion of your Calendly account, or a block from the Services. Unless you have written permission from us stating otherwise, you are not authorized to use these Services in any of the following ways. (Note that these are examples only, and the list below is not a complete list of everything that you are not permitted to do):

You are not allowed to use the Services:

- **To create a competing product, resell or broker the Services to any third-party;**
- **In a manner that modifies, publicly displays, publicly performs, reproduces, or distributes any of the Services;**

located;

- To stalk, harass, spam, or harm another individual, organization, or business;
- To disclose information that you do not have permission to disclose;
- To impersonate any person or entity, misstate your Personal Data, or otherwise misrepresent your affiliation with a person or entity;
- To interfere with or disrupt the Services or servers or networks connected to the Services;
- To use any data mining, robots, or similar data gathering or extraction methods in connection with the Services;

- To disseminate any viruses, worms, or otherwise harmful code; or
- To attempt to gain unauthorized access to any portion of the Services or any other accounts, computer systems, or networks connected to the Services, whether through hacking, password mining, or any other means;
- To submit or store Payment Card Industry data (such as credit card numbers) without using an authorized Calendly payment

relevant privacy regulations, including medical or health insurance information, education information, employment information, credit or debit card information, or any other financial information, driver's license, or other government identification number;

- To disclose or collect any types of information considered to be protected classification characteristics under California or other relevant law, including Age (if 40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth, and related medical conditions), sexual orientation, veteran or military status, and genetic information (including familial genetic information); and
- To disclose or collect any information defined by relevant laws as biometric information, or any information that falls within the definition of "special categories of data" under EU Data Protection Laws, "protected health information" under California or other relevant law or regulations. "Special categories of data"

records.

Indemnification.

You alone are responsible for any violation of these Terms by you. You agree to indemnify and hold Calendly, its parents, subsidiaries, affiliates, officers, agents, employees, resellers or other partners, and licensors harmless from any claim, demand, loss, or damages, including reasonable attorneys' fees ("Losses"), resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") that the Customer Data, or the use thereof in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights or violates any applicable law or regulation and any Third-Party Claims based on Customer's or any Authorized Users' (i) negligence or willful misconduct; (ii) use of the Services in a manner not authorized by this Agreement; (iii) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Calendly

Third-Party Claim against Calendly unless Calendly consents to such settlement, and further provided that Calendly will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

Intellectual Property Infringement.

We respect the intellectual property rights of others and encourage you to do the same. Accordingly, we have a policy of removing Submissions that violate intellectual property rights of others, suspending access to the Services (or any portion thereof) to any Calendly User who uses the Services in violation of someone's intellectual property rights, and/or terminating in appropriate circumstances the account of any Calendly User who uses the Services in violation of someone's intellectual property rights.

Pursuant to Title 17 of the United States Code, Section 512, we have implemented procedures for receiving written notification of claimed

to us for notice of claims of infringement at **support@calendly.com**.

To be sure the matter is handled immediately, your written notice must:

- **Contain your physical or electronic signature;**
- **Identify the copyrighted work or other intellectual property alleged to have been infringed;**
- **Identify the allegedly infringing material in a sufficiently precise manner to allow us to locate that material;**
- **Contain adequate information by which we can contact you (including postal address, telephone number, and e-mail address);**
- **Contain a statement that you have a good faith belief that use of the copyrighted material or other intellectual property is not authorized by the owner, the owner's agent or the law;**

- **Contain a statement that the information in the written notice is**

property right owner.

Unless the notice pertains to copyright or other intellectual property infringement, Calendly will be unable to address the listed concern.

We will notify you that we have removed or disabled access to copyright-protected material that you provided, if such removal is pursuant to a validly received Digital Millennium Copyright Act ("DMCA") take-down notice. In response, you may provide us with a written counter-notification that includes the following information:

1. Your physical or electronic signature;

2. Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;

of a mistake or misidentification of the material to be removed or disabled; and

4. Your name, physical address, and telephone number, and a statement that you consent to the jurisdiction of a court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which we may be located, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

We reserve the right, in our sole discretion, to terminate the account or access of any Calendly User or Invitee who is the subject of repeated DMCA or other infringement notifications.

Warranty Disclaimer.

THE SERVICES ARE PROVIDED "AS IS" AND CALENDLY HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR

PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. CALENDLY MAKES NO WARRANTY OF ANY KIND THAT THE CALENDLY IP, OR SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. CALENDLY STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY INTEGRATIONS.

THIS MEANS THAT WE DO NOT PROMISE YOU THAT THE SERVICES ARE FREE OF PROBLEMS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. WE MAKE NO WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED OR AS TO THE

OUR SUBSIDIARIES/OTHER AFFILIATED COMPANIES WILL CREATE ANY WARRANTY. WE DISCLAIM ALL EQUITABLE INDEMNITIES.

Limitation of Liability.

CALENDLY WILL NOT BE LIABLE TO YOU OR OTHERS FOR ANY DAMAGES RESULTING FROM YOUR USE OF THE SERVICES OR YOUR DISPLAYING, COPYING, OR DOWNLOADING ANY DOCUMENTATION TO OR FROM THE WEBSITE. IN NO EVENT WILL CALENDLY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR

IN NO EVENT WILL CALENDLY'S AGGREGATE LIABILITY OR CALENDLY'S INDEMNIFICATION OBLIGATIONS ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE GREATER OF (I) THE AMOUNT PAID, IF ANY, BY YOU TO CALENDLY IN CONNECTION WITH THESE TERMS IN THE TWELVE (12) MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY OR (II) US $100.00.

THIS LIMITATION OF LIABILITY IS PART OF THE BASIS OF THE AGREEMENT BETWEEN YOU AND CALENDLY AND SHALL APPLY TO ALL CLAIMS OF LIABILITY, EVEN IF CALENDLY HAS BEEN TOLD OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF THESE REMEDIES FAIL THEIR ESSENTIAL PURPOSE.

Services outside the United States of America, you are solely responsible for following applicable local laws.

Calendly and you shall comply with all relevant United States export control laws and regulations. Without limiting the foregoing: (a) you acknowledge that the Services may be subject to the United States Export Administration Regulations; (b) you affirm that you are not, and you will not (i) permit Calendly Users or Invitees to access or use the Services in a United States embargoed country; (ii) or permit Calendly Users or Invitees on the U.S. Commerce Department's Denied Persons, Entity, or Unverified Lists or (iii) permit Calendly Users or Invitees on the U.S. Treasury Department's list of Specially Designated Nationals and Consolidated Sanctions list; and (c) you are responsible for complying with any local laws and regulations which may impact your right to import, export, access, or use the Services.

dispute that may arise between you and us. Effectively, then, "dispute" is given the broadest meaning enforceable by law and includes any claims against other parties relating to services or products provided or billed to you (such as our licensors, suppliers, dealers or third-party vendors) whenever you also assert claims against us in the same proceeding.

This provision provides that all disputes between you and us will be resolved by binding arbitration because acceptance of these Terms constitutes a waiver of your right to litigate claims and all opportunity to be heard by a judge or jury. We prefer this because we believe arbitration is less drama-filled than litigation. To be clear, there is no judge or jury in arbitration, and court review of an arbitration award is limited. The arbitrator must follow this Agreement and can award the same damages and relief as a court (including attorney's fees). YOU AND CALENDLY AGREE THAT ANY AND ALL DISPUTES, AS DEFINED ABOVE, WHETHER PRESENTLY IN EXISTENCE OR BASED ON ACTS OR

Pre-Arbitration Claim Resolution

For all disputes, you must first give us an opportunity to cure or resolve the dispute which is first done by emailing us at **support@calendly.com** the following information: (1) your name, (2) your address, (3) a written description of your claim, and (4) a description of the specific relief you seek. If we do not resolve the dispute within 45 days after receiving your notification, then you may pursue your dispute in arbitration.

Arbitration Procedures

If this provision applies and the dispute is not resolved as provided above (Pre-Arbitration Claim Resolution) either you or we may initiate arbitration proceedings. JAMS, **www.jamsadr.com**, will arbitrate all disputes, and the arbitration will be conducted before a single arbitrator. The arbitration will be commenced as an individual

rules apply to the arbitration. Because these Services and these Terms concern interstate commerce, the Federal Arbitration Act ("FAA") governs the arbitrability of all disputes. However, the arbitrator will apply applicable substantive law consistent with the FAA and the applicable statute of limitations or condition precedent to suit. You or we may initiate arbitration in either Georgia or the U.S federal judicial district where you are located.

Class Action Waiver

Except as otherwise provided in this provision, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims (such as a class action, consolidated action or private attorney general action) unless both you and Calendly specifically agree to do so following initiation of the arbitration.

You understand and agree that by accepting this provision in these Terms, you and we are each waiving the right to a jury trial or a trial before a judge in a public court. If any clause within this provision (other than the Class Action Waiver clause above) is found to be illegal or unenforceable, that clause will be severed from this provision whose remainder will be given full force and effect. If the Class Action Waiver clause is found to be illegal or unenforceable, this entire provision will be unenforceable and the dispute will be decided by a court. This provision will survive the termination of your account with us or our affiliates and your discontinued use of this Website. Notwithstanding any provision in this Agreement to the contrary, we agree that if we make any change to this provision (other than a change to the Notice Address), you may reject any such change and require us to adhere to the language in this provision if a dispute between us arises.

General Terms.

We think direct communication resolves most issues – if we feel that you are not complying with these Terms, we will likely tell you. We may even

us, may require immediate termination of your access to this Website without prior notice to you.

The Federal Arbitration Act, Georgia state law and applicable U.S. federal law, without regard to the choice or conflicts of law provisions,

will govern these Terms to the fullest extent permitted by applicable law. Except for disputes subject to arbitration as described above, any disputes relating to these Terms or this Website will be heard in the courts located in Fulton County, Georgia. Except as otherwise set forth in the dispute resolution provision, if any of these Terms are deemed inconsistent with applicable law, then such term(s) will be interpreted to reflect the intentions of the parties, and no other terms will be modified. By choosing not to enforce any of these Terms, we are not waiving our rights. These Terms, together with our **Privacy Notice**, **End User License Agreement**, **FERPA COPPA Privacy Policy**, and the **Data Processing Addendum** (as applicable), contain the entire agreement between you and us and, therefore, supersede all prior or contemporaneous

License Agreement, **HIPAA BAA**, **Privacy Policy**, and Data Processing Addendum are hereby adopted by reference in this Agreement. The rights of Calendly under our Terms will survive the termination of this Agreement. No additional terms, conditions, consent, waiver, alteration, or modification shall be binding unless in writing and signed by both parties. Acceptance of any order by Calendly is expressly limited to the terms and conditions of this Agreement. Any proposed additional or inconsistent terms or conditions, including those in or accompanying any Customer proposal, any Customer purchase order, or other agreement or any other Customer document issued in connection with the sale or delivery of Products or Services is deemed by Calendly to be a material change and is objected to and rejected by Calendly. Calendly's acceptance of any orders will not constitute acceptance of any terms and conditions contained therein.

In no event shall Calendly be liable to Customer, or be deemed to have breached this Agreement, for any failure or delay in performing its

explosion, war, terrorism, invasion, riot or other civil unrest, strikes, epidemics, contractor difficulties, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

Unless Customer has specifically notified Calendly to the contrary in writing (including via email to **support@calendly.com**,

legal@calendly.com, or **marketing@calendly.com**), Calendly may disclose your company as a customer of Calendly (if you use Calendly for business purposes and/or use a business email address as your Calendly User email address) and may use your company's name and logo on the Website and in Calendly's promotional content in accordance with Customer's brand guidelines or related documentation if provided by Customer. Calendly will be granted a revocable, non-exclusive, non-sub-licensable, non-transferable, royalty-free right and license (the "Trademark License") to use, display and reproduce such party's name, logo, trademarks and service marks (the "Trademarks")

Changes.

We may amend our Terms at any time by publishing revised Terms on our Website and/or by sending an email to the address you gave us. These Terms are current as of the Effective Date set forth above. If any changes are made to these Terms, we'll post them on this page, so please be sure to check back periodically. If you continue to use Calendly after those changes are in effect, you agree to the revised Terms. Therefore, it is important for you to periodically review our Terms to make sure you still agree to them. If you object to any such modifications, your sole recourse will be to cease using this Website. Calendly reserves the right to change any and all features of our Services, at any time, without notice.

Canada.

The parties declare that they have required that these Terms and Conditions and all documents related hereto, either present or future, be drawn up in the English language only. *Les parties déclarent par les*

anglaise seulement.

Contact Us.

If you have any questions about these Terms or otherwise need to contact us for any reason, you can reach us at **support@calendly.com**.