

Christian County, KY - 2101150 | Engage Premium

Pricing Term Start Date: March 1, 2024 | Pricing Term End Date: June 30, 2027 | Quote Create Date: February 23, 2024 | Reference: 20240223-230036570

Christian County, KY - 2101150

200 Glass Ave Hopkinsville, KY 42240 United States

Johnna Brown

Director of Communications johnna.brown@christian.kyschools.us +12708877000

Comments

Official term start date will be 7-1-2024.

Starting 3-1-2024, Christian County School District may begin a soft launch of ParentSquare through June 30th, 2024. During the soft launch period, the district will work with the ParentSquare implementation team to set up data integration, configure settings, and begin account rollout to district and school users (including online training).

Phased account rollout may begin 4/1/2024, to ensure data accuracy and form best practices and policies for the broader district roll out.

The goal of the soft launch period is to have all users trained and in the system by the term start date (7-1-2024).

Tom Boes - ParentSquare, Inc.



	Start Date	(Months)	<u></u>	Price	
Items due now					
Engage Premium 2023 - Soft Launch	April 1, 2024	3	1 -	\$12,300.00	\$0.00 after \$12,300.00
· Mobile App & Web Portal					discount
· Language Translation					for 3 months
 Analytics, Reporting & 					
Archiving					
· SIS Integrations, SSO (API,					
SFTP, other)					
· Smart & Urgent Alerts					
· Posts & Newsletters					
· Social Media & Website					
Share					
· Attendance & Auto Notices					
(includes lunch balances)					
· Direct Messaging					
· Appointments (including					
parent-teacher conferences)					
Volunteering & Sign UpsDirectory					
· StudentSquare					
· Calendar & Event RSVP					
Forms & Permission Slips					
(includes Surveys)					
· Community Groups					

Quantity

Unit

Total

Billing

Item & Description

Secure Documents

Item & Description	Billing Start Date	Term (Months)	Quantity	Unit Price	Total
District Onboarding (under 4.9K)	March 1, 2024		1	\$4,100.00	\$3,600.00 after \$500.00 discount
· Coordination between					
ParentSquare Implementation Team and					
Points of Contact					
· Creation & configuration of					
the ParentSquare site					
· Data migration and review					
of Staff, Student, Parent and					
Roster data					
· Digital training					
opportunities including					
recurring webinars, digital					
training modules, and videos					
· Access to "Resource Kit" and					
Best Practice materials to					
support Launch					
· Ongoing help and support					
for Admins via email, chat,					
and voice					

Items due later

Item & Description	Billing Start Date	Term (Months)	Quantity	Unit Price	Total
Engage Premium 2023	July 1, 2024	36	8,200	\$6.00 / year	\$49,200.00 / year
· Mobile App & Web Portal					for 3 years
· Language Translation					
· Analytics, Reporting &					
Archiving					
· SIS Integrations, SSO (API,					
SFTP, other)					
· Smart & Urgent Alerts					
· Posts & Newsletters					
· Social Media & Website					
Share					
· Attendance & Auto Notices					
(includes lunch balances)					
· Direct Messaging					
· Appointments (including					
parent-teacher conferences)					
· Volunteering & Sign Ups					
· Directory					
· StudentSquare					
· Calendar & Event RSVP					
· Forms & Permission Slips					
(includes Surveys)					
 Community Groups 					
· Secure Documents					
Payment starts: July 1, 2024					

Future Payments Summary

item	Payment			
Engage Premium 2023	\$49,200.00 / year starting on July 1, 2024 for 3 payments			

Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

Johnna Brown

johnna.brown@christian.kyschools.us

Amanda Dempsey

amanda.dempsey@parentsquare.com

This quote expires on April 30, 2024

Purchase terms

District/School Agreement -- The Services are subject to the terms contained in this Order Form and School Agreement which are located at www.parentsquare.com/agreement, and incorporated by reference into this Order Form ("ParentSquare School Agreement").

By executing this Order Form, the undersigned certifies that (i) the undersigned is a duly authorized agent of District/School, and (ii) the undersigned has read the ParentSquare School Agreement and will take all reasonable measures to enforce them within the District/School.

NOTE: Pricing above does not reflect ParentSquare's right to increase pricing up to 5% each annual period. Pricing above also does not include applicable tax, which will be applied upon invoicing.

Privacy Policy -- The ParentSquare Privacy Policy may be reviewed here - https://www.parentsquare.com/privacy

Terms of Use -- The ParentSquare Terms of Use may be reviewed here - https://www.parentsquare.com/terms

StudentSquare Consent -- Pursuant to Children's Online Privacy and Protection Act ("COPPA"), ParentSquare relies on the School's consent on behalf of students in order to allow those under 13 years of age to use our services.

Questions? Contact me



Tom Boes

thomas.boes@parentsquare.com +19049623255

ParentSquare, Inc.

6144 Calle Real, Suite 200A Goleta, CA 93117 Remind is now part of the ParentSquare family! Learn More (https://www.parentsquare.com/remind)



(http://www.parentsquare.com)

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Product *

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ParentSquare School Agreement

Last Updated: December 8, 2022

Terms of Use (http://www.parentsquare.com/terms)
Privacy Policy (http://www.parentsquare.com/privacy)
School Agreement (http://www.parentsquare.com/agreement)

This School Agreement describes the terms and conditions of the services offered by ParentSquare, Inc. ("ParentSquare", "we", "us" or "our") accepted by School (as defined below).

The entire agreement between the parties consists of (1) this School Agreement, (2) the Order Form, and (3) any separate written agreement signed by the parties (collectively, the "Agreement").

Any capitalized term used but not defined in this School Agreement will have the meaning set forth in the Order Form. In the event of any conflict between this School Agreement and the Order Form, the Order Form will prevail. In the event of any conflict between this School Agreement and any separate written agreement signed by the parties, the separate written agreement will govern to the extent of the contradiction.

1. Definitions

In addition to the terms defined in the body of this School Agreement, the following terms have the following meanings:

"Applicable Laws" means all laws, statutes, rules and regulations that are applicable to the provision or use of School Data or the use of the Subscription Service.

"Non-ParentSquare Applications" means any software, subscription service or other application that interoperates with the Subscription Service, whether provided by you or a third party. Non-ParentSquare Applications do not include any software, subscription service or other application that we provide as part of the Subscription Service.

"Order Form" means the order form that is executed by the parties and that references this School Agreement.

"Privacy Policy" means the ParentSquare Privacy (https://www.parentsquare.com/designed-for-k12/data-privacy-security/) Policy found at https://www.parentsquare.com/privacy/. (https://www.parentsquare.com/privacy/).

"School", "you" or "your" means the school, school district or organization that will be using the Subscription Service. If you are a school district, then the term "School" includes all schools that are members of the school district and served by the school district that will be using the Subscription Service.

"School Data" means all data, including all personal information about Users, as described in the Privacy Policy, that is provided to ParentSquare by, or on behalf of, School through School's use of the Subscription Service.

"Service(s)" means the Subscription Service and all other products, installation, professional development services, support services, training services, and other services and applications made available by us from time to time that are paid for by you.

"Subscription Service" means the school-home communications platform(s) offered by us on a subscription basis through our website or mobile application.

"Subscription Term" means the initial term of your subscription to the Subscription Service, as specified on the Order Form, including any pilot term, and each subsequent renewal term (if any).

"Terms of Use" means the ParentSquare Terms of Use found at https://www.parentsquare.com/terms/).

"Users" means your administrators, staff and teachers, your students and parents and/or guardians, and any other persons whom you allow to use the Subscription Service.

2. Services

- **2.1 Service Activation.** The Subscription Service will start at the beginning of the Subscription Term. We may provide you onboarding Services to activate your subscription, and you will cooperate with us in completing the onboarding Services.
- **2.2** Access to Subscription Service. During the Subscription Term, we will provide you and your Users access to use the Subscription Service on a subscription basis as described in the Agreement, the Privacy Policy and the Terms of Use. We may make reasonable changes to the Subscription Service from time to time.
- **2.3 Support and Availability.** During the Subscription Term, we will provide you with standard support for the Subscription Service at no additional charge, and will use our reasonable efforts to keep the Subscription Service available 24 hours a day, 7 days a week, except as necessary for system maintenance or upgrades, which we will use our reasonable efforts to conduct outside of normal school hours to minimize disruption.
- **2.4 Safeguards.** During the Subscription Term, we will maintain reasonable administrative, physical and technical safeguards to protect the security (https://www.parentsquare.com/designed-for-k12/data-privacy-security/), confidentiality and integrity of the Subscription Service, including reasonable data backups. We will not be liable for any liabilities arising from your or your Users' use of the Subscription Service over the Internet or other networks outside our control.
- **2.5 General Use.** You will ensure that all access and use of the Subscription Service by you and your Users is subject to and in compliance with the Agreement and the Terms of Use.
- **2.6** Accuracy of School Data. During the Subscription Term, you will use your best efforts to provide us with complete and accurate School Data. We will not be liable for any damages resulting from incorrect or incomplete School Data. You will also be responsible for adding any content for use with the Subscription Service.
- 2.7 Compliance with Applicable Laws. You represent, warrant and covenant that (a) you are and will remain in compliance with the Children's Online Privacy Protection Act ("COPPA") and the Family Educational Rights and Privacy Act ("FERPA"), if applicable, and consistent with COPPA, we rely on your consent on behalf of parents in order to allow those under 13 years of age to use the Subscription Service, (b) your disclosure of any information to ParentSquare, and our use of such

Information subject to the restrictions of the Agreement, does not and will not violate any Applicable Law, including COPPA and FERPA, (c) you are and will remain in compliance with all Applicable Laws pertaining to third party copyright or trademark rights, including as to any text, graphics, photos or other material that you might upload or transmit through the Subscription Service, and (d) you have met all contractual, regulatory and legal requirements in providing, and using, School Data, including obtaining necessary consent to send notifications to all Users, including texts and voice messages (if applicable), and we will not be liable for any additional charges that may be incurred for receiving notifications, such as phone call fees, text message fees or data fees.

- 2.8 Other Restrictions. You may not (a) make the Subscription Service available to, or use the Subscription Service for the benefit of, anyone other than Users, (b) except as provided in the Order Form, sell, resell, license, sublicense, distribute, rent or lease the Subscription Service, include the Subscription Service in a service bureau or outsourcing offering, or make the Subscription Service available to any third party other than Users, (c) attempt to gain unauthorized access to the Subscription Service or its related systems or networks, (d) permit direct or indirect access to or use of the Subscription Service in a way that circumvents a contractual usage limit, or bypass or breach any security device or protection included in the Subscription Service, (e) copy the Subscription Service or any part, feature, function or user interface thereof, (f) use the Subscription Service to submit, collect, transmit, process or store any protected health information (as defined in the US Health Information Portability and Accountability Act), or (g) use the Service to distribute text messaging "spam," bulk unsolicited messages, or any other form of unsolicited electronic communications distributed on a bulk basis to recipients who have not consented to such messages.
- 2.9 Non-ParentSquare Applications. We are not responsible for the operation or non-operation of the Non-ParentSquare Applications, and do not guarantee the continued availability of the Non-ParentSquare Applications or the continued interoperation of the Non-ParentSquare Applications with the Subscription Service. By linking any Non-ParentSquare Applications with the Subscription Service, you authorize us to provide or receive School Data with such Non-ParentSquare Applications provider, in each case solely as necessary for the interoperation of Non-ParentSquare Applications with the Subscription Service. We are not responsible for any use, transmission or loss of any School Data caused by any actions or omissions of you or the Non-ParentSquare Applications provider.

3. Changes to this School Agreement

We may make changes to this School Agreement, the Privacy Policy or the Terms of Use from time to time. If we make a material (determined by us at our discretion) change to this School Agreement, the Privacy Policy or the Terms of Use, we will inform you by email or notification on our website. If the change has a material adverse impact on you and you do not agree to the change, you must notify us in writing within forty-five (45) days after receiving notice of the change. If you notify us as required, then you will remain governed by the terms you had agreed to until the end of the thencurrent Subscription Term. If the Subscription Services are subsequently renewed, they will be renewed under our then-current School Agreement, Privacy Policy or Terms of Use, as applicable, unless otherwise agreed by the parties.

4. Intellectual Property Rights

- **4.1 Ownership.** As between the parties and except for the right to use the Subscription Service granted by the Agreement, (a) you retain all right, title and interest, including all related intellectual property rights, in and to School Data, and (b) we retain all right, title and interest, including all related intellectual property rights, in and to the Services, including the Subscription Service and any work product developed by us under the Agreement. We retain all rights not expressly granted to you in the Agreement.
- **4.2 License Grant.** Solely as necessary to fulfill our obligations and exercise our rights under the Agreement, you hereby grant to us a revocable, non-exclusive, royalty-free, fully paid-up, worldwide and sublicensable license to use School Data. Subject to the restrictions described in the Privacy Policy, we may share School Data with third parties in order to maintain and operate the Subscription Service.
- **4.3 Feedback.** If you provide us with any suggestions, information, ideas or other feedback concerning Subscription Service, we may use such feedback in perpetuity without obligation to you.

4.4 Domain Names. You are responsible to maintain ownership of your domain name(s), including any renewals. Upon your request, we will assist in the registration request. You are also responsible to abide by the terms and conditions of the domain name registry, including any domain name dispute policy.

5. Fees and Payment

- **5.1 Fees.** You will pay all fees specified in the applicable Order Form. Except as otherwise set forth in the Order Form, (a) fees are based on the Service purchased and the enrollment metrics specified in the Order Form, (b) payment obligations are non-cancelable and fees paid are non-refundable, other than pursuant to Section 6.3 (Termination by You), (c) the purchased Service cannot be decreased during the applicable Subscription Term, and (d) fees are stated and payable in US Dollars.
- **5.2 Fees Increases.** Due to factors such as inflation and product improvements, we may increase the overall or per unit fees for the Subscription Service by five percent (5%) for each annual period, or change the basis for the calculation of such fees. We will communicate any such increase or change to you no later than sixty (60) days prior to the end of the then-current term. In addition, if you pay us a flat rate based on a maximum number of students and you subsequently exceed that number of students, we may convert your payment structure to a per student rate and you will pay the then-current per student rate beginning at the next annual period of your subscription.
- **5.3 Payment.** All amounts payable by you will be paid via electronic funds transfer (ACH, EFT or wire), check or credit card forty-five (45) days from the date of invoice. You will pay a three percent (3%) convenience fee on all credit card payments (https://www.parentsquare.com/school-services/school-payment-solutions/). You will pay interest on all past due amounts at a rate which is the lesser of one and a half percent (1.5%) per month, or the highest rate allowed by law. If any part of an invoice is in dispute, you agree to pay the undisputed portion of the invoice and make a note on the invoice regarding the disputed portion within thirty (30) days from the date of invoice, and if you do not, you will be deemed to agree to such charges.
- **5.4 Taxes.** You are responsible for the payment of all taxes (other than taxes on our net income) arising from the payment of fees or the provision of any Services under the Agreement.

5.5 Fees for Guest Users.

(a) Guest Users with Phone Numbers: You will receive a free number of guest users with phone numbers annually, set at ten percent (10%) of School's contracted student enrollment. Beyond the free threshold, you will be billed annually in the amount of \$300 (three hundred dollars) per thousand (1,000) guest users with phone numbers, rounded up to the nearest thousand (1,000), postpaid and invoiced annually. (b) Guest Users with Email: The number of free guest accounts with email is limited to ten times (10x) School's annual contracted student enrollment. If you exceed this usage limit, we may work with you to seek to reduce your usage so that it conforms to this limit. If, notwithstanding our efforts, you are unable or unwilling to abide by this usage limit, you will execute an Order Form for additional quantities of guest users with email promptly upon our request, and/or pay any invoice for excess usage.

6. Term and Termination

- **6.1 Term.** The Agreement will initially remain in effect for the term set forth in the Order Form. After any such pilot or initial term, the Agreement will automatically renew for additional terms of a term equal to the longer of (a) one (1) year or (b) the length of the initial term (each known as a "Renewal Term"), unless a different renewal term is agreed upon by the parties or unless either party provides written notice of non-renewal at least sixty (60) days prior to the end of the then-current term.
- **6.2 Termination by Us.** We may terminate the Agreement if you have not paid any applicable fee for any Services, or if you materially breach the Agreement or the Terms of Use and fail to remedy the breach within thirty (30) days of written notice of the breach.
- **6.3 Termination by You.** You may terminate the Agreement if we materially breach the Agreement or the Terms of Use and fail to remedy the breach within thirty (30) days of written notice of the breach. If you terminate for our material uncured breach, you will be entitled to a refund of your fees paid prorated for the remaining portion of the then-current term. You may also terminate the Agreement

at any time for convenience, provided that you will be obligated to pay for any Services for the thencurrent term, including for any Services not yet provided.

- **6.4 Return or Destruction.** We will destroy or return all School Data within sixty (60) days of the expiration or termination of the Agreement, unless otherwise required by law or we receive your request in writing that we retain certain School Data for a specific longer period of time. If you request a longer period of time, we will enter into a special data retention agreement, and there will be a fee for this Service.
- **6.5 Effect of Termination.** The definitions in the Agreement, and the rights, duties and obligations of the parties in the Agreement that by their nature continue and survive, shall survive any termination or expiration of the Agreement.

7. Disclaimer of Warranties

You acknowledge that the Subscription Service is based on an Internet-based software platform and, as such, may experience periods of downtime, including due to scheduled maintenance and third party service outages. Accordingly, the Services are provided to you "AS IS" and without warranty of any kind, whether express, implied, statutory or otherwise, and we disclaim and exclude, to the maximum extent permitted by law, all other warranties, whether express, implied, statutory or otherwise, including non-infringement of third party rights, fitness for a particular purpose, merchantability, title and satisfactory quality.

8. Limitation of Liability

In no event will either party be liable under the Agreement for any special, incidental, consequential, exemplary or punitive damages of any kind arising out of or in any way connected with the use of the Subscription Service or anything provided in connection with the Agreement, the delay or inability to use the Subscription Service or anything otherwise arising from the Agreement, and in no event will either party's maximum aggregate liability arising from or relating to the Agreement, regardless of the cause of action (whether in contract, tort, breach of warranty or otherwise), exceed fees paid or payable to us by you in the twelve (12) month period immediately preceding the event giving rise to liability.

9. Publicity

You agree that we may include School's name or brand features, including School's name and logo, in a list of ParentSquare customers, either online or in promotional materials. You also agree that we may verbally reference School as a ParentSquare customer.

10. General Provisions

- **10.1 Governing Law and Venue.** Unless the laws governing School require otherwise, the laws of the State of California govern all matters arising out of the Agreement, without regard to conflict of law principles, and federal courts in the Central District of California and the state courts located in Santa Barbara County, California, will have non-exclusive jurisdiction in respect of disputes arising in connection with the Agreement. The United Nations Convention for the International Sale of Goods shall not apply.
- **10.2** Severability. If any provision of the Agreement is held invalid, that provision will be deemed amended to achieve as nearly as possible the same economic effect as the original provision and the remainder of the Agreement will continue in full force and effect.
- **10.3 Independent Contractors.** The parties to the Agreement are independent contractors and the Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.
- **10.4 Non-exclusive Agreement.** The Agreement is nonexclusive, and each party will be free to enter into other similar agreements or arrangements with other third parties.

10.5 High Risk and Force Majeure. You acknowledge that the Subscription Service is not designed or intended for use in high-risk activities, or in any situation where damage or injury could result if an error occurred. Neither party has any liability for any failure of performance or equipment due to causes beyond its reasonable control, including: acts of God, fire, flood, earthquake, tsunami, storm, or other catastrophes; any law, order, regulation, direction, action, or request of any governmental entity or agency, or any civil or military authority; national emergencies, insurrections, riots, wars or acts of terrorism; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties; or failure of the Internet, third party software, or any telecommunications, hosting or service provider.

10.6 Modification and Waiver. Except as provided in Section 3 (Changes to this School Agreement), the Agreement may be modified only by a written agreement that is signed by authorized representatives of both parties and is identified as an amendment or part of the Agreement. No term or provision of the Agreement will be considered waived by a party, and no breach excused, unless the waiver or consent is in writing signed by such party. No consent by a party to, or waiver of, a breach, whether express or implied, will constitute a consent to, waiver of, or excuse of any other, different or subsequent breach.

10.7 Construction. The word "including" shall be construed as meaning "including without limitation." The section headings appearing in this School Agreement are inserted only as a matter of convenience and shall not be construed to define, limit, construe or describe the scope or extent of such paragraph or in any way affect such section.

10.8 Counterparts and Electronic Signature. The Order Form may be executed simultaneously in two (2) or more counterparts, each of which will be considered an original, and all of which together will constitute one and the same instrument. The exchange of a fully executed Order Form (in counterparts or otherwise) by facsimile signature or by other electronic means, shall be sufficient to bind the parties to the terms and conditions of the Agreement.

Change Log

Last Updated: December 8, 2022

- Added definitions for terms used in agreement
- Revised to put in plain English
- Revised to put in active voice
- Added section numbering and reordered some sections
- Added provisions regarding onboarding and delivery of Subscription Service
- · Added provisions regarding ownership
- · Added pricing and payment provisions
- Added provisions regarding initial term and renewals
- · Added termination provisions
- · Added disclaimer of warranty provision
- Added support provisions
- Added provisions regarding non-ParentSquare provided software integrations
- · Added general provisions section
- Referenced Privacy Policy and Terms of Use

August 22, 2022

- Acknowledgement that if a separate written agreement exists between the School and ParentSquare, it takes precedence over this agreement.
- · Updating Limitation of Liability section to include maximum aggregate liability

Link to Prior School Agreement

Update on August 22, 2022:

https://www.parentsquare.com/agreement/agreement-update-08-22/ (https://www.parentsquare.com/agreement/agreement-update-08-22/)

Please contact us at legal@parentsquare.com) in case of questions.

Homepage (http://www.parentsquare.com/)

Trusted By(https://www.parentsquare.com#trusted-by)

Testimonials(https://www.parentsquare.com#stakeholders)

One Unified Platform(https://www.parentsquare.com#highlights)

Before & After(https://www.parentsquare.com#benefits)

Video(https://www.parentsquare.com#video)

Resources (http://www.parentsquare.com/resources/)

Blog(https://www.parentsquare.com/blog/)

Whitepapers & Guides(https://www.parentsquare.com/resources/#ebook)

Webinars(https://www.parentsquare.com/webinars/)

Case Studies(https://www.parentsquare.com/case-studies/)

ParentSquare User Group(https://www.facebook.com/groups/psusergroup)

6144 Calle Real, #200A Goleta, CA 93117

System Status (https://status.parentsquare.com/)

Get Help (/help/)

Contact Sales (https://www.parentsquare.com/demo-signup/)

schools@parentsquare.com (mailto:schools@parentsquare.com)

Product (http://www.parentsquare.com/mass-communications)

Mass Notifications(https://www.parentsquare.com/mass-communications/)

Classroom (https://www.parentsquare.com/classroom-

Communications communications/)
School Services(https://www.parentsquare.com/school-services/)

School Websites(https://www.parentsquare.com/smart-sites)

Designed for K-12(https://www.parentsquare.com/designed-for-k12/)

Pricing & Packages(https://www.parentsquare.com/pricing/)

Company (http://www.parentsquare.com/about/)

About(https://www.parentsquare.com/about/)

Partners(https://resources.parentsquare.com/partners/)

Press(https://www.parentsquare.com/press/)

Careers(https://resources.parentsquare.com/careers/)

Wall of Love(https://welove.parentsquare.com/)

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Remind is now part of the ParentSquare family! Learn More (https://www.parentsquare.com/remind)



(http://www.parentsquare.com)

Product •
Resources •

Company *

Blog

Get a Demo (http://www.parentsquare.com/demo-signup) Sign In (https://www.parentsquare.com/signin)

ParentSquare Terms of Use

Last Updated: August 19, 2022

Terms of Use (http://www.parentsquare.com/terms)

Privacy Policy (http://www.parentsquare.com/privacy)

School Agreement (http://www.parentsquare.com/agreement)

IMPORTANT: If you are under the age of 18, you must read these terms of use with a parent or adult guardian.

Please read these terms of use carefully before using our services. This is a binding agreement between you and ParentSquare. By accessing or using our services in any manner, you agree to accept, without limitation or qualification, all of these terms of use.

If you do not wish to participate in the program, and also stop receiving ParentSquare notifications, please contact your School directly or contact us at support@parentsquare.com (mailto:support@parentsquare.com).

Overview

ParentSquare is a simple, collaborative platform for school-home communication that facilitates parental engagement in children's education. ParentSquare is designed for whole-school adoption and collaborative use by principal, admins, teachers, staff, parent leaders and parents at preK-12 schools. Users can share messages about school logistics and student classroom learning along with pictures and files, volunteer requests and class supply lists, calendar and more.

Modification of Terms of Use

Our legal policies may be modified as our services are updated. ParentSquare reserves the right at any time to change any of these terms of use contained herein or any information contained in our services, including but not limited to the charges associated with the use of our services. If these terms of use do change, we will alert you by posting a notice on our website and sending your School an email detailing the changes. In certain situations (for example, where a change to these terms of use is necessary to comply with legal requirements or when the change is due to an inaccuracy or typographical error), we may not be able to give you a notice.

Disclosure

ParentSquare reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request. Questions or comments regarding our services and the information contained in our services should be directed to support@parentsquare.com. Any communication or material transmitted to us via the ParentSquare website, app or email is transmitted on a non-confidential basis.

Privacy (https://www.parentsquare.com/designed-for-k12/data-privacy-security/)

Please read our <u>Privacy Policy</u> (http://www.parentsquare.com/privacy), to understand how we collect, use, share and protect information.

Modification of Services

Our services may include inaccuracies or typographical errors that will be corrected. Changes are periodically added to the information herein. ParentSquare and/ or your School may make improvements and/or changes in our services at any time. By using our services, you agree in advance to accept any such changes.

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.

If you are younger than 18, you must get your parent or guardian to read and agree to this Agreement with you.

If you are a parent, staff member or student, you will only join your School, classes and/or groups to which you have been added, or to which you belong, or those that are made available to everyone at your School to join.

If you are a parent or student you will only view posts for your School, grades, classes and groups you belong to. You may be allowed to post to the classes based upon your School's discretion and to the groups you belong to upon the group administrator's discretion.

If you interact with the post, for instance, appreciate, publicly comment, sign up or RSVP, other users who have access to the post will be able to see you did so.

If you are a staff member, you can view posts for your School, all grades, classes and public groups.

If you are a designated ParentSquare Admin at your School, you can view posts for the School, all grades, classes and all groups.

If you are a School Principal or District Admin, you can view direct messages at your School.

If you are a designated ParentSquare Admin or a teacher at your School, you can invite users to join ParentSquare. It is your responsibility to maintain the accuracy of the contact information for these users and that you have permission from these users to invite them. You may not invite users that are not associated with your School or not interested in your school as a member of your community.

You may be required to register with ParentSquare by creating a password, to access the School in ParentSquare either via the website or the app. ParentSquare reserves the right to refuse registration of or to cancel a ParentSquare account in its sole discretion. You will be responsible for maintaining the confidentiality of your account and password.

Consent to Receive Periodic Notifications

ParentSquare may send you communication arising from School Submissions (defined later) via email, text, voice call, and/or push notifications. If you do not wish to receive any notifications for School-related activities and notifications resulting from School Submissions, please contact your School directly.

ParentSquare is not held responsible for any SMS notifications and charges you may receive in regards to your cell provider plan. You may permanently opt out of receiving SMS text messages in order to avoid certain charges by adjusting your notification settings from your accounts page. To request help in adjusting your notification settings, please contact support@parentsquare.com (mailto:support@parentsquare.com;). Note that you may still receive alerts via SMS, for example those regarding school closure, threats, etc. To opt out of School alerts, please contact your school directly.

Apart from notifications for School related activities, ParentSquare may contact you with service-related announcements from time to time. By agreeing to these terms of use, you agree to receive and give permission to ParentSquare to send communication to you.

Use of ParentSquare Services

Our services may contain news feed, chat areas, groups, forums, communities, personal information, calendars, and/or other message or communication facilities designed to enable you to collaborate with staff members or other users in your School (collectively, "Communication Services"), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- Copy, reproduce, or otherwise share any text, photos, videos, Images, contacts or any other
 information on a public or password-protected ParentSquare page, without prior express written
 consent of the owner and in any way that violates anybody's rights.
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy of publicity) unless you own or control the rights thereto or have received all necessary consents.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless your School specifically allows such messages.
- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations
 or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Violate any code of conduct or other guidelines that may be applicable for any particular Communication Service.
- Harvest or otherwise collect information about others, including email addresses, without their consent.
- Violate any applicable laws or regulations.

ParentSquare has no obligation to monitor the Communication Services. However, ParentSquare reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. ParentSquare reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

ParentSquare specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. School members such as principal or teachers are not authorized ParentSquare spokespersons, and their views do not necessarily reflect those of ParentSquare.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you download the materials.

Materials Provided to ParentSquare or Posted at Any ParentSquare Website

ParentSquare does not claim ownership of the materials you provide to ParentSquare (including feedback and suggestions) or post, upload, input or submit to any of our services (collectively "Submissions"). You retain ownership of all of your Submissions. In order to provide you with the Services, ParentSquare needs to use your Submission in certain ways including display and send your Submissions to other users at your School. You hereby grant ParentSquare a nonexclusive, worldwide,

royalty-free, perpetual, irrevocable, sublicensable and transferable (only to a successor) right and license to use your Submissions and to publish your name in connection with your Submissions within your School for purposes related to providing the Services.

Because your Submissions may be viewed or accessed by other ParentSquare users at your School, you grant other ParentSquare users a non-exclusive, worldwide, royalty -free, perpetual, irrevocable, sublicensable right and license to access, view, edit, and use your Submissions as may be permitted through the functionality of our services (for example, when you send a message through ParentSquare, the recipients of your message will be able to save, copy, edit and store that message).

ParentSquare is under no obligation to post or use any Submission you may provide and may remove any Submission 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 Submission or if ParentSquare is concerned that you may not have adhered to the foregoing restrictions) for no reason at all in ParentSquare's sole discretion.

By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to post the Submissions.

All information publicly posted or privately transmitted through our services is the sole responsibility of the person from which such content originated and that ParentSquare will not be liable for any errors or omissions in any content. ParentSquare cannot guarantee the identity of any other users you may interact with in the course of using the Services. Additionally, ParentSquare cannot guarantee the authenticity of any information which users may provide about themselves. You acknowledge that all content accessed by you while using ParentSquare is at your own risk and you will be solely responsible for any resulting damage or loss.

Links

ParentSquare does not review or monitor any website linked to or from the ParentSquare website and is not responsible for the content of any such linked website. Your linking to such a website is at your own risk.

Electronic Signatures

ParentSquare provides functionality that allows users to provide electronic signatures as an intended substitute for a physical signature. By using the Electronic Signature function, you agree to transaction business electronically in place of using paper documents and wet-ink signatures. You are responsible for ensuring that your contact information is current. You understand that by using an Electronic Signature, you are expressing your acceptance of the terms of use contained within the post you are providing the signature for. You should read any such posts carefully before applying your Electronic Signature. You agree that you are solely responsible for any such posts to which you apply your Electronic Signature and for any consequences and legal obligations arising therefrom.

While ParentSquare may provide options for supporting identity verification, ParentSquare does not have the capability to verify the identity or the authority of a signatory; you are solely responsible for verifying the identity of each signatory. ParentSquare does not certify the validity, completeness, or enforceability of any post that requires Signature.

No Unlawful or Prohibited Use

As a condition of your use of our services, you warrant to ParentSquare that you will not use our services for any purpose that is unlawful or prohibited by these terms of use. You may not use our services in any manner which could damage, disable, overburden, or impair our services or systems, or interfere with any other party's use and enjoyment of our services.

ParentSquare reserves the right to investigate use in order to determine whether or not a violation of the above conditions have occurred or in order to comply with any applicable law, regulation, legal process or governmental request. In the case that a violation has occurred, ParentSquare may revoke your ability to use our services or terminate your account in order to maintain the confidentiality, safety, and quality of our services.

Availability

Our services are available worldwide to anyone with Internet access. However, our services may not be continuously available due to maintenance or repairs to computer problems or crashes, disruption in Internet service or other unforeseen circumstances, and we disclaim any liability for non-availability.

Warranty Disclaimer

Your use of our services and the ParentSquare website is at your own risk. The ParentSquare website contains information, facts, and opinions from various individuals and organizations. Neither ParentSquare nor the School using it, ParentSquare affiliates, agents, and representatives endorse or are responsible for the accuracy or reliability of any opinion, advice, or statement on the ParentSquare website. All information, software, products, services and related graphics are provided "as is" without warranty or condition of any kind. ParentSquare and/or your School hereby disclaim all warranties and conditions with regard to this information, software, products, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.

Deactivating your ParentSquare Account

You can deactivate your account at any time by writing to your School's administrator or by writing to us at unsubscribe@parentsquare.com. Since the data in ParentSquare comes from the School, we will need to contact the School where your email or phone belongs to remove your account from their database.

ParentSquare reserves the right to terminate (or suspend) your access to our services, for any reason, including your breach of these terms of use. ParentSquare has the sole right to decide whether you are in violation of any of the restrictions set forth in these terms of use.

Change Log

Last Updated: August 19, 2022

- Removed legal language on Liability and Indemnification, as these are included in the contract signed with the School
- Updated Deactivating your ParentSquare Account section to remove reference to alumni database and clarify that deactivation responsibility lies with the School.

Homepage (http://www.parentsquare.com/)

Trusted By(https://www.parentsquare.com#trusted-by)
Testimonials(https://www.parentsquare.com#stakeholders)
One Unified Platform(https://www.parentsquare.com#highlights)
Before & After(https://www.parentsquare.com#benefits)
Video(https://www.parentsquare.com#video)

Resources (http://www.parentsquare.com/resources/)

Blog(https://www.parentsquare.com/blog/)
Whitepapers & Guides(https://www.parentsquare.com/resources/#ebook)
Webinars(https://www.parentsquare.com/webinars/)
Case Studies(https://www.parentsquare.com/case-studies/)
ParentSquare User Group(https://www.facebook.com/groups/psusergroup)

Product (http://www.parentsquare.com/masscommunications)

Mass Notifications(https://www.parentsquare.com/mass-communications/)

Classroom Communications (https://www.parentsquare.com/classroom-

communications/)

School Services(https://www.parentsquare.com/school-services/)

School Websites(https://www.parentsquare.com/smart-sites)

Designed for K-12(https://www.parentsquare.com/designed-for-k12/)

Pricing & Packages(https://www.parentsquare.com/pricing/)

Company (http://www.parentsquare.com/about/)

About(https://www.parentsquare.com/about/)
Partners(https://resources.parentsquare.com/partners/)
Press(https://www.parentsquare.com/press/)
Careers(https://resources.parentsquare.com/careers/)

Wall of Love(https://welove.parentsquare.com/)

6144 Calle Real, #200A Goleta, CA 93117

Terms - ParentSquare

System Status (https://status.parentsquare.com/)

Get Help (/help/)

Contact Sales (https://www.parentsquare.com/demo-signup/)

schools@parentsquare.com (mailto:schools@parentsquare.com)

Remind is now part of the ParentSquare family! Learn More (https://www.parentsquare.com/remind)



(http://www.parentsquare.com)

Product ▼
Resources ▼

Company ▼

Blog

Get a Demo (http://www.parentsquare.com/demo-signup)

Sign In (https://www.parentsquare.com/signin)

ParentSquare Privacy Policy

Last Updated: August 19, 2022

Terms of Use (http://www.parentsquare.com/terms)

Privacy Policy (http://www.parentsquare.com/privacy)

School Agreement (http://www.parentsquare.com/agreement)

Overview

ParentSquare is a simple platform for communications between home and school. ParentSquare is designed for whole-school adoption and collaborative use by district administrators, principal, school administrators, teachers, staff, parent leaders and parents at preK-12 districts and schools. Users can share messages about school logistics and student classroom learning along with pictures and files, volunteer requests and class supply lists, calendar and directory information.

Commitment to Your Privacy (https://www.parentsquare.com/designed-for-k12/data-privacy-security/)

ParentSquare understands that privacy is extremely important to users of our services and website, the district, school or organization that registers for our services ("School"), and the students, their parents and other users whose information we may access on behalf of a School.

Our goal is to be transparent in our practices regarding collection and data usage. This privacy policy covers all products and services delivered by ParentSquare, Inc. Previous versions of our privacy policy are available upon request. A translated version of ParentSquare's privacy policy is available upon request.

Please see the following information about the information we collect while providing services, how we use it and other details.

Data Covered and Written Agreements

All data that ParentSquare collects is covered under this privacy policy. This includes personal information provided to ParentSquare as a service provider by School pursuant to our School Agreement (http://www.parentsquare.com/agreement) or a separate written agreement with School (in either case, the "Agreement"), or collected by ParentSquare as a service provider at the direction of School. This policy along with Agreement and applicable laws govern its handling of personal information gathered in its capacity as a service provider.

If this privacy policy expressly contradicts Agreement with ParentSquare as to the data privacy and security (https://www.parentsquare.com/designed-for-k12/data-privacy-security/) practices, Agreement will govern to the extent of the contradiction.

Please make sure that you read the ParentSquare <u>Terms of Use (https://www.parentsquare.com/terms/)</u> to understand additional terms and conditions that apply to the use of our services and website.

Information We Collect

We collect two types of information: personal information your School knowingly chooses to disclose that is collected on an individual basis, and website-use information collected on an aggregate basis as you and others browse our website.

Basic Information Your School Provides to Us

- Admin Role: We use name, ID, title, phone number, email address, address, group memberships, school memberships and district memberships from school-provided data.
- Staff Role: We use name, ID, title, phone number, email address, address, group memberships, school memberships and district memberships from school-provided data.
- Teacher Role: We use name, ID, title, phone number, email address, address, classes, section, group memberships, school memberships and district memberships from school-provided data.
- Student Role: We use name, ID, address, gender, grade level, enrolled courses, other enrolled
 groups, extracurricular activities and family relationships from school-provided data. For schools
 using StudentSquare (https://www.parentsquare.com/classroom-communications/school-directoryapp/), this may include email addresses and phone numbers.
- Parent/Guardian/Contact Role: We use name, relationship to student, phone number, email address, address, communication language, group memberships, school memberships and district memberships from school-provided data.
- Emergency-Only Contact Role (if applicable): We use name, phone number, email address and any
 emergency contact information from school-provided data.
- Guest/External Member Role: If provided, we use name, phone number, email address, address, group memberships, school memberships and district memberships from school-provided data.

Additional Contact Information Your School May Provide to Us About Students

The School may also choose to provide additional student information such as their English language learning status, enrollment in free and reduced lunch programs, attendance records, lunch balances, bus routes, grades and assignments if the School is using the corresponding ParentSquare feature.

The School may choose to use StudentSquare to provide students with ParentSquare logins to communicate with students within ParentSquare. In such cases, we collect the login credentials for students provided to us by the School, which may include a student's email address and cell phone number. In this way, ParentSquare collects and shares personal information and education records from PK-12 students, including children under 13 years of age.

Pursuant to **Children's Online Privacy and Protection Act ("COPPA")**, ParentSquare relies on the School's consent on behalf of parents in order to allow those under 13 years of age to use our services. If we learn that we have collected personal information from a child under age 13 other than pursuant to the above, or if we learn that a child under 13 has provided us personal information beyond what we request from them, we will delete that information as quickly as possible after we have been notified internally or by impacted customers.

If you have questions about modifying or deleting personal information of a student, please contact your School directly.

Information You Provide to Us

In addition to the information about you provided by the School, you may choose to provide additional information about yourself in your user profile, such as your profession, talent, interests and abilities. All information you provide voluntarily may be made accessible to users in your School. This information is not shared with users outside of your School.

Information We Collect when You Interact With ParentSquare

In addition to the personal information you and your School provide to us, we also collect usage information as you interact with ParentSquare. Collecting this information allows us for more accurate reporting and helps us to improve our services.

The following describes how we use this information:

- a. Site Activity Information. We monitor some of the actions you perform on ParentSquare. For example, if you make a comment on a post, we both log the fact that you added a comment as well as store the actual comment itself.
- b. Notification Activity Information. We monitor email delivery, text delivery, app downloads, and engagement through clicks in order to understand your interaction with our services and improve your experience with ParentSquare. We may include clear gifs in the HTML-based emails we send our Schools in order to track which emails are being opened and which links are being clicked on by recipients.
- c. Access Device and Browser Information. When you access ParentSquare from a computer, mobile phone, or other device, we collect information from that device such as your browser type, operating system, unique device identifier, IP address, the date and time of visits, and the time spent at our website.
- d. Cookie Information. We may send one or more cookies to be stored on your computer in order to personalize your experience with ParentSquare and make our services easier to use. A cookie is a small text file containing a string of alphanumeric characters that allows us to uniquely identify your browser and allows you to log in automatically whenever you return to ParentSquare. We also use cookies to identify and maintain your logged status as well as enhance your navigation through the website. You can remove or block cookies using the technical settings of your browser though you may not be able to do so on certain browsers or mobile devices. Note that disabling cookies may impact your ability to use our services fully, so we recommend that you leave them enabled for the quality of your experience.

Information We Do Not Collect when You Interact With ParentSquare

ParentSquare only collects data related to providing services for Schools. We do not explicitly collect criminal records, medical records, social security numbers, biometric information, disabilities, political affiliations, religious affiliations, discipline records or behavioral assessments.

How We Use Information

Your privacy and your child's privacy is extremely important to us. The student data we collect is used for communication and educational purposes at the discretion of your School only. We use the information we collect to provide a safe, efficient, and customized experience for our users.

Here are some of ways we use this information:

To Manage the Service

We use the information we collect to provide personalized services and features to you and provide you with customer support. In addition we use the information we collect to analyze how you use the services and features so that we can measure and improve those services and features.

To Contact You

We may contact you with service-related announcements from time to time. This includes contacting you for any school related activities. We may include content you see on ParentSquare in the emails we send to you. We may also contact you in order to notify you about important changes to our services.

To Provide Relevant Information To Your School

We use the information we collect to report usage levels to your School. This allows your School to monitor how successful their communications are so that they can improve their use of ParentSquare.

How We Share Information

What Can Other Users in ParentSquare See

Access to the School's ParentSquare services and website is restricted to parents and staff at your School, and other users that the School may deem appropriate, e.g., Board Members. Users can only view posts addressed to the entire School and to any groups or classes they or their child belongs to. Parents do not see posts for classes and private groups they do not belong to. All users are responsible for maintaining the security of their password. Notwithstanding the foregoing, your School may choose to share some ParentSquare posts and associated pictures on social websites, such as Twitter and Facebook. ParentSquare will require your School to confirm that it has prior permission before doing so. Sharing posts and pictures on social websites will make the posts and pictures viewable by users outside of ParentSquare, and ParentSquare's privacy policy will no longer apply to those posts and pictures. All such posts will be clearly marked so ParentSquare users can know that those posts are shared via social networks. Your contact information, i.e., your email, phone and address may be made available to other registered parents at your School as part of an online School Directory according to your School's discretion. This information is not shared outside of the School or with any third parties. You have the option to adjust your settings to keep all your contact information (email, phone and address) hidden from other parents at your School.

Sharing and Disclosure of Information

ParentSquare uses the data received from the School for the sole purpose of delivering products and services to the School. We do not rent, trade, or sell or otherwise distribute your information to any third parties and will only disclose information when allowed by FERPA and required a) by applicable laws or government orders or b) to maintain and operate our service or c) when authorized by the School.

ParentSquare may acquire information (including Personally Identifiable Information or "PII") from the school SIS/SMS or other school systems such as payroll systems, nutrition systems, fee systems, etc through a School-requested integration.

ParentSquare provides links to external websites for purposes which are intended solely to support the school's day-to-day operations. The School or its users may post links within ParentSquare or StudentSquare to external websites for which we have no control.

How do we work with Third Party Service Providers?

We work with a number of third party service providers and contractors to maintain and operate our service.

We use third party service providers:

- For secure credit card transaction processing for supporting payments (https://www.parentsquare.com/school-services/school-payment-solutions/) in ParentSquare.
- To provide customer support communication to our users.
- · To analyze use of our website and app.
- For our blog and to facilitate social sharing on our blog.
- To send emails, texts and phone calls.
- · For hosting our services and databases.

- Providing additional services to the School such as mailing services, background checks for volunteers, lesson plans, newsletters and other optional features.
- To log into our service using Google, Clever, SIS or a district-managed SSO integration.

Before ParentSquare engages with a third party where we may share PII, we ensure that their privacy policy is at least as strict as ours.

ParentSquare shall not provide any PII to any person, party or organization ineligible to receive student records and/or student record data and information protected by FERPA, federal regulation, state law or regulation or so prohibited from receiving school data.

A list of the third-party services we currently use, the data that is shared, as well as links to their privacy policies, can be found http://www.parentsquare.com/privacy/service-providers/).

No Advertising

ParentSquare does not use student or user records or data collected for purposes of targeted advertising, and no student profile is built by ParentSquare for reasons other than furtherance of School purposes.

Corporate Restructuring

In the case of a corporate event such as a sale of assets, a future sale, or a merger of ParentSquare with another organization, we may transfer your personal information. However, we will provide you with notice and an opportunity to opt-out of the transfer of personally identifiable student data if the new organization does not have a privacy policy at least as stringent as our own.

How We Protect Information

ParentSquare complies with, or works with the School to jointly ensure compliance with, **Family Educational Rights and Privacy Act ("FERPA")** and all other applicable confidentiality and privacy laws and rules, and requires its employees, consultants, and subcontractors to similarly comply.

Security

We take great measures in keeping your data safe and secure. ParentSquare uses secure infrastructure to ensure that student data is encrypted during transfer and at rest. Access to ParentSquare is authenticated through username/password. ParentSquare stores and protects your account information on a secured server behind a firewall. We utilize encryption/security software to safeguard the confidentiality of personal information we collect.

Data Breach Policy

If ParentSquare becomes aware of a security breach of its users' personally identifiable information, ParentSquare will notify the School as well as the affected users if asked to do so by the School or as required by applicable laws.

Definition A breach is any unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of personal information that we maintain.

Personal Information Personal information is defined as any unencrypted information containing individuals' names or initials, contact information such as email address or phone number, state or district identification numbers and other personal identifiers. This also includes direct messages inadvertently sent to the wrong recipient.

Timeframe In the event of a data breach, the goal is to provide notice to affected Schools within 2 business days after we've been made aware of the breach.

Recipients of the Notice We will notify the School(s) to which those users belong via the administrative contact information on record. We will assist in notifying impacted users if requested to do so by the School.

Information in the Notice The security breach report shall be written in plain language, shall be titled "Notice of Data Breach" or "Data Exposure Report," and shall present the information described herein under the following headings:

- What happened: A general description of the breach incident and why the breach happened. The
 notification shall also include the date of the breach and the notice.
- What was done to resolve the issue: Details regarding the resolution and any additional actions taken to prevent a similar breach in the future.
- What user data was affected: The estimated number of staff and student families affected by the breach, if any. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
- What are the next steps for you: if there are actions required on the part of the School related to the breach, we will provide detailed instructions and assist in remediation.

ParentSquare may provide additional information as a supplement to the notice.

Information Hosted in the United States

ParentSquare and all of our data is hosted within the United States. Please note that if you use our service from a country or region with laws differing from the United States' laws governing the collection and production of data, you may be transferring your personal information outside of the jurisdiction of your region and to the United States. By using our service, you consent to the transfer, use and storage of your personal information in accordance with our Privacy Policy and Terms of Use (https://www.parentsquare.com/terms).

Data Retention and Destruction

For more information on the ParentSquare data retention and destruction policy, please contact privacy@parentsquare.com).

Choices About Your Information

Managing Your Account

You may review, update, and correct the information in your account by logging into ParentSquare, or in many cases, from your Student Information/Management System (SIS/SMS) portal. Your School may not allow you to update your account information directly in ParentSquare. In such an event, an alternate School contact or instructions will be provided for you to update your ParentSquare contact information or you may be able to update in the SIS/SMS portal. You are able to adjust your notification settings within ParentSquare so that you receive instant or digest notifications for app notifications, emails and texts, or you may opt out of ParentSquare communications and receive no notifications at all. If you choose not to receive notifications from ParentSquare this will not stop you from receiving emergency notifications, for example those regarding school closure, threats, etc.

Deleting Your Account

If you or your child graduates from the School or leaves the School and you are no longer associated with the School, the School will delete your account, i.e., you will no longer be able to access your information on ParentSquare and no other ParentSquare user will be able to access your personal information either, including your School unless for legal reasons. We will retain and use your information as necessary in order to comply with our legal obligations, resolve disputes, prevent abuse, and enforce our agreements. In case of accidental deletion, we will be able to restore the account on request if a request is made within thirty (30) days.

If you cease to agree with ParentSquare's terms of use and privacy policy at some point in the future or if you no longer desire our service, please contact the School directly to delete your account. You may also contact us at privacy@parentsquare.com (mailto:privacy@parentsquare.com). We will get in touch with your

School to honor your request and respond within a reasonable time not exceeding thirty (30) days. We will retain your information for as long as your account is active or as needed to provide services to you and your School.

European Union Residents

Our computer systems are currently based in the United States, so your personal data entered at our Site or related to your use of our services (i) will not be processed in the European Economic Area (EEA) and (ii) will be processed by our service providers or us in the United States and other non-EEA countries. By using ParentSquare, you (a) agree to and accept the terms stated in this Privacy Policy and (b) expressly consent to the processing of your personal data on equipment and by service providers outside the European Economic Area. If you reside in the European Union and we do not seek your explicit consent to process your personal data, we are relying on the legitimate commercial interest of our company in providing the services to you and other customers and the need to process your personal data as previously described in order to accomplish that legitimate interest. You also have the right to withdraw consent and request that we halt processing of your personal data at any time. This withdrawal of consent does not invalidate the consent-based processing that occurred prior to withdrawal. As an EU resident, you also have the following rights under the General Data Protection Regulation:

- · Right of access to personal data
- · Right to rectification of personal data held where it is incorrect or incomplete
- Right of erasure of personal data ("right to be forgotten") if certain grounds are met
- · Right to restrict/suspend processing of personal data
- · Right to complain to a supervisory authority
- Right to object to processing (if processing is based on legitimate interests)
- Right to object to processing of personal data for direct marketing purposes
- Right to receive your personal data in a standard electronic format (data portability)

You may withdraw this consent or exercise any of the foregoing rights applicable to you by contacting the Privacy Officer at the address below or notifying us at privacy@parentsquare.com (mailto:privacy@parentsquare.com).

California Residents

ParentSquare complies with, or works with the School to jointly ensure compliance with, all applicable state and federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, SOPIPA, AB 1584 and all other California privacy statutes. If you are a California resident, please see here (http://www.parentsquare.com/privacy/california-privacy/) for more information.

Changes to Our Privacy Policy

We reserve the right to change, modify, add, or remove portions of this Privacy Notice. ParentSquare will notify School administrators "in writing" or via email of material changes to this privacy policy, including practices around new or additional data collection, or practices that may lessen the previously noted protections around student data privacy. We will also post a changelog here, please refer to this for additional updates.

If you have any questions or would like further clarification about ParentSquare or this Privacy Notice, please e-mail us at privacy@parentsquare.com (mailto:privacy@parentsquare.com).

Change Log

Last Updated: August 19, 2022

- · Addition of "Data Covered and Written Agreements" paragraph
- Change title from "No Disclosure to Third Parties" to "Sharing and Disclosure of Information"

March 4, 2022

- Under "Access Device and Browser Information" we have updated the device and browser information we collect as part of a security enhancement regarding session management
- Updated our list of third-party service providers referenced in the section "How do we work with Third Party Service Providers?"

June 15, 2021

- External review for compliance with applicable laws & guidelines
- Improved transparency regarding how we use your personal information and with which service providers we share this information
- Added details about our data breach policy
- · Addition of California privacy information
- Addition of a "Change Log" to provide additional historical information about ongoing changes to our Privacy Policy.

How to Contact Us

If you have questions or concerns pertaining to your information, your registration, your account, or unsubscribing please contact your School directly. Otherwise if you have questions about this privacy policy or ParentSquare, you may contact us at privacy@parentsquare.com.

You can also direct inquiries via phone at 888-496-3168 or in writing to:

ParentSquare Privacy Officer ParentSquare INC 6144 Calle Real, #200A, Goleta, CA 93117.

Homepage (http://www.parentsquare.com/)

Trusted By(https://www.parentsquare.com#trusted-by)
Testimonials(https://www.parentsquare.com#stakeholders)
One Unified Platform(https://www.parentsquare.com#highlights)
Before & After(https://www.parentsquare.com#benefits)

Video(https://www.parentsquare.com#video)

Product (http://www.parentsquare.com/mass-communications)

Mass Notifications(https://www.parentsquare.com/mass-communications/)

Classroom (https://www.parentsquare.com/classroom-

Communications communications/)

School Services(https://www.parentsquare.com/school-services/)

School Websites(https://www.parentsquare.com/smart-sites)

Designed for K-12(https://www.parentsquare.com/designed-for-k12/)

Pricing & Packages(https://www.parentsquare.com/pricing/)

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Weblnars(https://www.parentsquare.com/weblnars/)

Case Studies(https://www.parentsquare.com/case-studies/)

ParentSquare User Group(https://www.facebook.com/groups/psusergroup)

Company (http://www.parentsquare.com/about/)

About(https://www.parentsquare.com/about/)

Partners(https://resources.parentsquare.com/partners/)

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System Status (https://status.parentsquare.com/)

Get Help (/help/)

Contact Sales (https://www.parentsquare.com/demo-signup/)

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