



Kenton County School District | It's about ALL kids.

# Issue Paper

**DATE:**

September 16, 2024

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve the contract agreement with Zones of Regulation and the Kenton County School District.

**APPLICABLE BOARD POLICY:**

01.1 - Legal Status of the Board

**HISTORY/BACKGROUND:**

Zones of Regulation is a social emotional learning curriculum that teaches students how to regulate their emotions. The program aims to increase self-awareness, create a common language for communication and problem solving, and empower students to manage their feelings. Zones of Regulation will be used as a Tier 2 and/or 3 intervention and effectiveness will be evaluated using progress monitoring data.

**FISCAL/BUDGETARY IMPACT:**


\$1,836.00 (Title IV)

**RECOMMENDATION:**

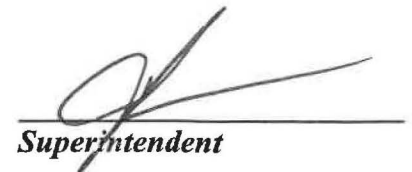
Approve the contract agreement with Zones of Regulation and the Kenton County School District.

**CONTACT PERSON:**

Jena Smiddy

  
Principal/Administrator

  
District Administrator

  
Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.

Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.

**The Zones of Regulation, Inc.**  
5532 Park Ave  
Minneapolis, MN 55417 US  
+13129524361  
finance@zonesofregulation.com

**Estimate**



**ADDRESS**

Kenton County Schools  
Attn: Accounts Payable Dept.  
1055 Eaton Dr.  
Fort Wright, KY 41017

ESTIMATE #	DATE	EXPIRATION DATE
1547	08/28/2024	10/28/2024

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	<b>Digital Curriculum Subscription (10-29)</b>	The All-NEW Zones of Regulation Digital Curriculum Subscription (Kuypers, 2024)	17	108.00	1,836.00

All payments are made in USD.  
\*\*sales tax is not included

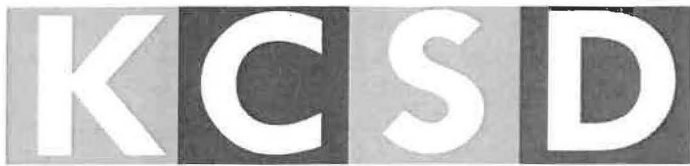
**TOTAL**

**\$1,836.00**

Requested by: Jena Smiddy

Accepted By

Accepted Date



Kenton County School District | *It's about ALL kids*

## THE KENTON COUNTY BOARD OF EDUCATION

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY 41017

TELEPHONE: (859) 344-8888 / FAX: (859) 344-1531

WEBSITE: [www.kenton.kyschools.us](http://www.kenton.kyschools.us)

Dr. Henry Webb, Superintendent of Schools

### VENDOR ASSURANCES REGARDING PROTECTION OF PERSONAL AND CONFIDENTIAL INFORMATION

#### Data Security and Breach Protocols

Vendors that receive Personal Information from Kenton County Board of Education (herein referred to as "KCBOE") as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq., (the "Act"), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set forth in the Act.

"Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:

- a) An account number, credit card number, or debit card number that, in combination with any required security code, access code or password, would permit access to an account;
- b) A Social Security number;
- c) A taxpayer identification number that incorporates a Social Security number;
- d) A driver's license number, state identification card number or other individual identification number issued by any agency as defined under the Act;
- e) A passport number or other identification number issued by the United States government; or
- f) Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec 1232g."

As provided in KRS 61.931(5), a "non-affiliated third party" includes any person or entity that has a contract or agreement with the KCBOE and receives (accesses, collects or maintains) personal information from the KCBOE pursuant to the contract or agreement.

The vendor hereby agrees to cooperate with the KCBOE in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.

The vendor shall notify as soon as possible, but not to exceed seventy-two (72) hours, KCBOE, the Commissioner of the Kentucky State Police, the Kentucky Auditor of Public Accounts, the Commonwealth (Kentucky) Office of Technology, and the Commissioner of the Kentucky Department of Education of a determination of or knowledge of a breach, unless the exception set forth in KRS 61.932(2)(b)(2) applies and the vendor abides by the requirements set forth in that exception. Notification shall be in writing on a form developed by the Commonwealth (Kentucky) Office of Technology.

The vendor hereby agrees to report to the KCBOE, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site.

The vendor hereby agrees that the KCBOE may withhold payment(s) owed to the vendor for any violation of the Act's notification requirements.

The vendor hereby agrees to undertake a prompt and reasonable investigation of any security breach as defined under the Act in accordance with KRS 61.933.

Upon conclusion of an investigation of a security breach as defined under the Act as required by KRS 61.933, the vendor hereby agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach.

In accordance with KRS 61.932(2)(a), the vendor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth (Kentucky) Office of Technology and that are reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction.

### **Student Data Security**

Pursuant to KRS 365.734, if the vendor is a cloud computing service provider (which is defined pursuant to KRS 365.734(1)(b) as any person or entity other than an educational institution that operates cloud computing services) or, through service to the KCBOE, becomes the equivalent of a cloud computing service provider, the vendor further hereby agrees that:

- The vendor shall not process student data as defined pursuant to KRS 365.734 for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless the vendor receives express permission from the student's parent. The vendor shall work with the KCBOE to determine the best method of collecting parental permission.
- With a written agreement for educational research, the vendor may assist the KCBOE to conduct educational research as permitted by the Family Education Rights and Privacy Act of 1974, as amended, 20 U.S.C. sec. 1232g.
- Pursuant to KRS 365.734, the vendor shall not in any case process student data to advertise or facilitate advertising or to create or correct an individual or household profile for any advertisement purposes.
- Pursuant to KRS 365.734, the vendor shall not sell, disclose, or otherwise process student data for any commercial purpose.
- Pursuant to KRS 365.734, the vendor shall certify in writing to the agency that it will comply with KRS 365.734(2).

### **Family Educational Rights and Privacy Act, National School Lunch Act and Child Nutrition Act**

If during the course of this agreement, the KCBOE discloses to the vendor any data protected by the Family Educational Rights and Privacy Act of 1974 (FERPA), as amended (20 U.S.C. sec. 1232g, *et seq.*), and its regulations, and data protected by the Richard B. Russell National School Lunch Act (NSLA) (42 U.S.C. sec. 1751 *et seq.*), and the Child Nutrition Act of 1966 (CNA) (42 U.S.C. sec. 1771 *et seq.*), the vendor agrees that it is bound by and will comply with the confidentiality, security and redisclosure requirements and restrictions stated in FERPA, NSLA and CNA.

The vendor hereby agrees to report to the KCBOE, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site.

The vendor agrees that FERPA-protected information is confidential information. FERPA-protected information includes, but is not limited to the student's name, the name of the student's parent or other family members, the address of the student or student's family, a personal identifier, such as the student's social security number, student number, or biometric record, other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name, and other information that, alone or in combination, is linked or linkable to a specific



student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.

The vendor understands and acknowledges that any unauthorized disclosure of confidential information is illegal as provided in FERPA and in the implementing federal regulations found in 34 CFR, Part 99. The penalty for unlawful disclosure is a fine of not more than \$250,000 (under 18 U.S.C. sec. 3571) or imprisonment for not more than five years (under 18 U.S.C. sec. 3559), or both.

The vendor understands and acknowledges that children's free and reduced price meal and free milk eligibility information or information from the family's application for eligibility, obtained under provisions of the NSLA or the CNA is confidential information and that any unauthorized disclosure of confidential free and reduced price lunch information or information from an application for this benefit is illegal. The penalty for unlawful disclosure is a fine of not more than \$1,000.00 (under 7 C.F.R. 245.6) or imprisonment for up to one year (under 7 C.F.R. 245.6), or both.

In the event there is a conflict between this agreement and any other agreement between KCBOE and Vendor, the terms of this agreement shall apply.

The Zones of Regulation, Inc

Vendor Name

5532 Park Ave. Minneapolis, MN 55417

Vendor Address

312-952-4361

Vendor Telephone

info@zonesofregulation.com

Vendor Email Address



Signature by Vendor's Authorized Representative

Alli Skupas

Print Name

09/20/2024

Date



**May 2024**

## **TERMS AND CONDITIONS**

Please read these Terms and Conditions carefully. By accessing or using the Services, you agree to be bound by the Terms and Conditions. If you do not agree to all of the Terms and Conditions, do not access or use the Service.

## **Interpretation and Definitions**

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### **Interpretation**

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

### **Definitions**

For the purposes of these Terms and Conditions:

**Affiliate** means an entity that controls, is controlled by, or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.

**Account** means a unique account created by You to access our Service or parts of our Service.

**Country** refers to: the state of Minnesota, United States of America

**Company** (referred to as either "the Company," "We," "Us," or "Our" in this Agreement) refers to The Zones of Regulation, Inc., 5532 Park Ave. Minneapolis, MN 55417

**Content** refers to content such as text, images, or other information that can be posted, uploaded, printed, linked to, or otherwise made available by You, regardless of the form of that content.

**Device** means any device that can access the Service such as a computer, a cellphone, or a digital tablet.

**Feedback** means feedback, innovations, or suggestions sent by You regarding the attributes, performance, or features of our Service.

**Free Trial** refers to a limited period of time that the Service may be provided without a fee.

**Goods** refer to the items, Service, Subscription, and Services of Goods, offered for sale by the Company.

**Orders** mean a request by You to purchase Services or Goods from Us.

**Promotions** refer to contests, sweepstakes or other promotions offered through the Service.

**Service** refers to the Website Service known as The Zones of Regulation Digital Curriculum.

**Subscriptions** refer to the Services or access to the Service offered on a subscription basis by the Company to You.

**Terms and Conditions** ("Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service.

**Third-party Social Media Service** means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included, or made available by the Service.

**Website** refers to The Zones of Regulation (digital edition), accessible from [digital.zonesofregulation.com](http://digital.zonesofregulation.com).

**You** means the individual accessing or using the Service.

## Acknowledgment

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These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your Subscription is a nonexclusive, nontransferable, limited license to access and use the Service. Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users, and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions then You may not access the Service.

You represent that you are over the age of 18. The Company does not permit those under 18 to purchase the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use, and disclosure of Your personal information when You use the Service or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

## Placing Orders for Goods

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By placing an Order for Goods through the Service, You warrant that You are legally capable of entering into binding contracts.

### **Your Information**

If You wish to place an Order for the Service, You may be asked to supply certain information relevant to Your Order including, without limitation, Your name, Your email, Your phone number, Your credit card number, the expiration date of Your credit card, Your billing address, and/or Your shipping information.

You represent and warrant that: (i) You have the legal right to use the credit or debit card(s) or other payment method(s) used in connection with any Order; and that (ii) the information You supply to us is true, correct, and complete.

By submitting such information, You grant us the right to provide the information to payment processing third parties for purposes of facilitating the completion of Your Order.

### **Order Cancellation**

We reserve the right to refuse or cancel Your Order at any time for certain reasons including but not limited to:

- Availability
- Errors in the description or prices
- Errors in Your Order

We reserve the right to refuse or cancel Your Order if fraud or an unauthorized or illegal transaction is suspected.

### **Availability, Errors, and Inaccuracies**

We will occasionally be updating Our offerings on the Service. As a result, it is possible that Our Service may be mispriced, described inaccurately, or

unavailable, and We may experience delays in updating information regarding our Goods on the Service and in Our advertising.

We cannot and do not guarantee the absolute accuracy or completeness of any information, including prices, product images, specifications, availability, and services. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

### **Price Policy**

The Company reserves the right to revise its prices at any time prior to accepting an Order.

The prices quoted may be revised by the Company subsequent to accepting an Order in the event of any occurrence affecting delivery caused by government action, variation in customs duties, increased shipping charges, higher foreign exchange costs and any other matter beyond the control of the Company. In that event, You will have the right to cancel Your Order.

### **Payments**

All Goods purchased are subject to a one-time payment. Payment can be made through various payment methods we have available, such as Visa, MasterCard, American Express cards or online payment methods such as Money/Wire transfer, an Official School District's and/or a Clinical Organization's Purchase Order.

Payment cards (credit cards or debit cards) are subject to validation checks and authorization by Your card issuer. If we do not receive the required authorization, We will not be liable for any delay or non-delivery of Your Order.

## **Subscriptions**

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### **Subscription Period**

The Subscription Period is 12 months from the date of purchase.

At the end of each subscription period, Your Subscription will end and Your access to the Service will cease. It will be Your responsibility to renew your subscription, however, the Company will send a reminder message prior to the expiration date of Your subscription, with a notice of the fee for renewal.

### **Subscription Cancellations**

You may cancel Your Subscription by contacting the Company. You will not receive a refund for the fees You already paid for Your current Subscription period and You will be able to access the Service until the end of Your current Subscription period.



## **Billing**

You shall provide the Company with accurate and complete billing information including full name, address, state, zip code, telephone number, and valid payment method information.

Should payment fail to occur for any reason, the Company will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

## **Fee Changes**

The Company, in its sole discretion and at any time, may modify the Subscription fees. Any Subscription fee change will become effective upon the renewal of Your Subscription.

The Company will provide You with reasonable prior notice of any change in Subscription fees prior to Your renewal of Your Subscription.

## **Refunds**

Except when required by law, paid Subscription fees are non-refundable. Certain refund requests for Subscriptions may be considered by the Company on a case-by-case basis and granted at the sole discretion of the Company.

## **Free Trial**

The Company may, at its sole discretion, offer the Service as a Free Trial for a limited period of time. At any time and without notice, the Company reserves the right to (i) modify the terms and conditions of the Free Trial offer, or (ii) cancel such Free Trial offer.

# **Promotions**

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Any Promotions made available through the Service may be governed by rules that are separate from these Terms.

If You participate in any Promotions, please review the applicable rules as well as our Privacy policy. If the rules for a Promotion conflict with these Terms, the Promotion rules will apply.

# **User Accounts**

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When You create an account with Us, You must provide Us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach

of the Terms, which may result in immediate termination of Your account on Our Service.

You are responsible for safeguarding the password that You use to access the Service and for any activities or actions under Your password, whether Your password is with Our Service or a Third-Party Social Media Service.

You agree not to disclose Your password to any third party. You must notify Us immediately upon becoming aware of any breach of security or unauthorized use of Your account.

You may not use as a username the name of another person or entity, a name that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than You without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene. Each User must have their own Subscription to access the Service. Sharing or transferring Subscriptions or usernames and passwords is not permitted and may result in account termination.

### **Concurrent Logins**

Each User must have their own Subscription to access the Service. Sharing or transferring Subscriptions or usernames and passwords is not permitted and may result in account termination. The Subscription is transferable under certain conditions as determined by Us but concurrent logins or the sharing of account information is not permitted. The Company will take action to ensure that concurrent logins and sharing of login credentials is not happening and will be in touch with account holder(s) if these violations are suspected. Accounts that violate this term will be suspended.

## **Content**

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### **Your Right to Post Content**

To the extent that Our Service allows You to post Content, You are fully responsible for the Content that You post to the Service, including its legality, reliability, and appropriateness.

By posting Content to the Service, You grant Us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through the Service. You retain any and all of Your rights to any Content You submit, post or display on or through the Service and You are responsible for protecting those rights. You agree that this license includes the right for Us to make Your Content available to other users of the Service, who may also use Your Content subject to these Terms.

You represent and warrant that: (i) the Content is Yours (You own it) or You have the right to use it and grant Us the rights and license as provided in these Terms, and (ii) the posting of Your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person.

### **Content Restrictions**

The Company is not responsible for the content of the Service's users. You expressly understand and agree that You are solely responsible for the Content and for all activity that occurs under your account, whether done so by You or any third person using Your account.

You may not transmit any Content that is unlawful, offensive, upsetting, intended to disgust, threatening, libelous, defamatory, obscene or otherwise objectionable.

Examples of such objectionable Content include, but are not limited to, the following:

- Unlawful or promoting unlawful activity.
- Defamatory, discriminatory, or mean-spirited content, including references or commentary about religion, race, sexual orientation, gender, national/ethnic origin, or other targeted groups.
- Spam, machine – or randomly – generated, constituting unauthorized or unsolicited advertising, chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling.
- Containing or installing any viruses, worms, malware, trojan horses, or other content that is designed or intended to disrupt, damage, or limit the functioning of any software, hardware or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of a third person.
- Infringing on any proprietary rights of any party, including patent, trademark, trade secret, copyright, right of publicity or other rights.
- Impersonating any person or entity including the Company and its employees or representatives.
- Violating the privacy of any third person.
- False information and features.

The Company reserves the right, but not the obligation, to, in its sole discretion, determine whether any Content is appropriate and complies with these Terms, and to refuse or remove this Content. The Company further reserves the right to make formatting and edits and change the manner of any Content. The Company can also limit or revoke the use of the Service if You post such objectionable Content. The Company will fully cooperate with any law enforcement authorities or court order requesting or directing Us to disclose the identity of anyone posting objectionable Content. You agree to indemnify, hold harmless and defend Us and our owners, officers, directors, employees, agents and contractors from and against any and all claims, damages, losses, liabilities, judgments, awards,

settlements, costs and expenses (including attorney's fees and court costs) arising out of or resulting from any Content posted by You.

As the Company cannot control all content posted by users and/or third parties on the Service, you agree to use the Service at your own risk. You understand that by using the Service You may be exposed to content that You may find offensive, indecent, incorrect or objectionable, and You agree that under no circumstances will the Company be liable in any way for any content, including any errors or omissions in any content, or any loss or damage of any kind incurred as a result of your use of any content.

### **Content Backups**

Although regular backups of Content are performed, the Company does not guarantee there will be no loss or corruption of data.

Corrupt or invalid backup points may be caused by, without limitation, Content that is corrupted prior to being backed up or that changes during the time a backup is performed.

The Company will provide support and attempt to troubleshoot any known or discovered issues that may affect the backups of Content. You acknowledge that the Company has no liability related to the integrity of Content or the failure to successfully restore Content to a usable state.

You agree to maintain a complete and accurate copy of any Content in a location independent of the Service.

## **Copyright Policy**

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### **Intellectual Property Infringement**

We respect the intellectual property rights of others. It is Our policy to respond to any claim that Content posted on the Service infringes a copyright or other intellectual property infringement of any person.

If You are a copyright owner, or authorized on behalf of one, and You believe that the copyrighted work has been copied in a way that constitutes copyright infringement that is taking place through the Service, You must submit Your notice in writing to the attention of our copyright agent via email at [info@zonesofregulation.com](mailto:info@zonesofregulation.com) and include in Your notice a detailed description of the alleged infringement.

You may be held accountable for damages (including costs and attorneys' fees) for misrepresenting that any Content is infringing Your copyright.

## **DMCA Notice and DMCA Procedure for Copyright Infringement Claims**

You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest.
- A description of the copyrighted work that You claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work.
- Identification of the URL or other specific location on the Service where the material that You claim is infringing is located.
- Your address, telephone number, and email address.
- A statement by You that You have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.
- A statement by You, made under penalty of perjury, that the above information in Your notice is accurate and that You are the copyright owner or authorized to act on the copyright owner's behalf.

You can contact our copyright agent via email at [info@zonesofregulation.com](mailto:info@zonesofregulation.com). Upon receipt of a notification, the Company will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged content from the Service.

## **Intellectual Property**

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The Service and its original content (excluding Content provided by You or other users), features, and functionality are and will remain the exclusive property of the Company and its licensors.

The Service is protected by copyright, trademark, and other laws of both the Country and foreign countries. You may not copy, reproduce, distribute, display, transmit, modify or create derivative works from any of the text or images contained in the Service or use any of Our trademarks or service marks. Nothing contained herein should be construed as granting, by implication, estoppel or otherwise, any license or right to copy, or imitate in whole or in part any of the Service.

Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of the Company.

## **Your Feedback to Us**

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You assign all rights, title and interest in any Feedback You provide the Company. If for any reason such assignment is ineffective, You agree to grant the Company a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and license to use, reproduce, disclose, sub-license, distribute, modify and exploit such Feedback without restriction.

## Links to Other Websites

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Our Service may contain links to third-party websites or services that are not owned or controlled by the Company. Links to third-party websites are provided as a convenience to You and do not imply OUR endorsement, sponsorship, affiliation, approval or guarantee of the sponsor of any such third-party website or any products or services offered by or through any such website.

The Company has no control over, makes no warranties with respect to and assumes no responsibility for, the content, accuracy, completeness, privacy policies, or practices of any third-party websites or services.

You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such websites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party websites or services that You visit.

## Termination

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We may terminate or suspend Your Account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions.

Upon termination, Your right to use the Service will cease immediately. If You wish to terminate Your Account, You may simply discontinue using the Service.

## Limitation of Liability

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To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used

with the Service, or otherwise in connection with any provision of this Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these states, each party's liability will be limited to the greatest extent permitted by law.

## "AS IS" and "AS AVAILABLE" Disclaimer

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The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the Company's third-party providers makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

## Governing Law

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The laws of the Country, excluding its conflicts of law rules, shall govern these Terms and Your use of the Service. Your use of the Application may also be subject to other local, state, national, or international laws.

## Dispute Resolution

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If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company. Venue and jurisdiction for all disputes or claims arising under or out of these Terms of Use or Your use of the Service which cannot be resolved informally shall be exclusively in the federal and state courts serving Minneapolis, Minnesota, and You irrevocably agree to submit to the personal jurisdiction of those courts and waive any claims of lack of jurisdiction or inconvenient forum. You must notify Us of any claim arising out of Your use of the Service within one year after that claim arose. Otherwise, the claim will be permanently barred.

## For European Union (EU) Users

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If You are a European Union consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident in.

## United States Federal Government End Use Provisions

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If You are a U.S. federal government end user, our Service is a "Commercial Item" as that term is defined at 48 C.F.R. §2.101.

## United States Legal Compliance

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You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and (ii) You are not listed on any United States government list of prohibited or restricted parties.

## Severability and Waiver

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### **Severability**

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

### **Waiver**

Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms shall not impact a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

## **Translation Interpretation**

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These Terms and Conditions may have been translated if We have made them available to You on our Service. You agree that the original English text shall prevail in the case of a dispute.

## **Changes to These Terms and Conditions**

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We reserve the right, at Our sole discretion, to modify or replace these Terms at any time if a revision is material. We will make reasonable efforts to provide at least 30days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

## **Contact Us**

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If you have any questions about these Terms and Conditions, contact us:

- By email: [info@zonesofregulation.com](mailto:info@zonesofregulation.com)
- By mail: The Zones of Regulation, Inc. 5532 Park Ave. Minneapolis, MN 55417