

CONTRACT

THIS CONTRACT is entered into this 27 of May, 2025, by and between the **BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY**, 450 Park Place, Lexington, Kentucky 40511 ("Board") and **ParentSquare 6144 Calle Real, #200A, Goleta, CA 93117** ("Second Party").

A. PARTIES:

The Board of Education of Fayette County, Kentucky, **Office of Public Engagement** has established the need to **develop a district-wide, multilingual, two-way communication platform** and has determined that this need cannot be met by existing district staff.

ParentSquare provides **multi-purpose platform that support student, family and staff communication options** and has expertise or needed products as described herein.

B. PURPOSE:

The purpose of this contract is to improve the availability of **and accessibility to** a consistent multilingual communication platform.

NOW, THEREFORE, for and in consideration of the mutual promises set out herein, it is hereby agreed by and between the parties hereto as follows:

1. The Second Party shall provide to the **Office of Public Engagement**, as an independent contractor, services under the direction of **Tracy Bruno**.

2. The second party shall provide **the services, support and training outlined in the attached document that are provided through ParentSquare from June 1, 2025 - June 30, 2026.**

3. The Board agrees to pay the Second Party for the services/products provided in this contract the amount of **\$200,000**. Additional expenses to be reimbursed are **[list any expense items to be included]**, with a total amount of this contract not exceeding **\$ 200,000 [Total Amount of Contract]**

4. The Second Party shall provide to the Fayette County Board of Education an invoice for services rendered under this contract and any agreed upon expenses to be reimbursed. Unless otherwise stated, travel and per diem shall be reimbursed based upon the district's current travel policies.

5. The Second Party is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

6. This contract may be re-negotiated based upon, but not limited to, increases in services to participants. Any modifications shall be agreed to in writing and signed by both parties.

7. The staff providing services to the Board herein are employees of the Second Party and shall not represent to anyone that they are employees or agents of the Board.

8. Either party shall have the right to terminate this agreement at any time upon a fourteen (14) day written notice, either personally delivered or served by some form of return receipt mail evidencing delivery, to the other party.

9. Each of the parties agrees to comply with all applicable law concerning the performance of the provisions of this contract.

10. The Second Party certifies that it shall not discriminate in any of the services performed in connection with this contract or in any program or activity it operates on the basis of race, color, national origin, religion, age, creed, political affiliation, marital status, sex, or disabling condition.

11. The Second Party certifies that it has read and will comply with the Family Education Rights

and Privacy Act ("FERPA"), 20 U.S.C. § 1232g; 34 CFR Part 99).

12. Any contractor who is permitted access to school grounds on regularly scheduled and continuing basis pursuant to a written agreement for the purpose of providing services directly to a student or students as part of a school-sponsored program or activity must submit to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from the Cabinet for Health and Family Services ("CHFS") stating the contractor is clear to hire based on no finding of substantiated child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services. The required background checks and letter from CHFS must be submitted to the FCPS Human Resources Office prior to the beginning of work. Failure to comply with this statute will be considered a breach of contract and will subject the contract to cancellation without penalty.

13. KRS 45A.455 PROHIBITS CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS TO EMPLOYEES OF THE BOARD OF EDUCATION IN CONNECTION WITH CONTRACTS FOR SUPPLIES OR SERVICES WHETHER SUCH GRATUITIES OR KICKBACKS ARE DIRECT OR INDIRECT. KRS 45A.990 PROVIDES SEVERE PENALTIES FOR VIOLATIONS OF THE LAWS RELATING TO GRATUITIES OR KICKBACKS TO EMPLOYEES WHICH ARE DESIGNED TO SECURE A PUBLIC CONTRACT FOR SUPPLIES OR SERVICES.

14. If any section, paragraph, or clause of this contract shall be held invalid by any court of competent jurisdiction, the invalidity of said section, paragraph, or clause shall not affect any remaining provisions herein.

15. This contract is deemed to be made under and shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

16. Venue for any legal action filed concerning this contract shall be Fayette County, Kentucky.

17. This writing reflects the entire agreement between the parties. No change or modification of this Agreement shall be valid or binding upon the parties hereto, nor shall any waiver of any terms or conditions hereof be deemed a waiver of such terms or conditions in the future, unless such change, modification or waiver shall be in writing and signed by the parties hereto.

18. This agreement will be in effect from **June 1, 2025**, through **June 30, 2026** unless terminated by either party as defined in Paragraph 8. The agreement may be renewed annually based upon evaluation of the effectiveness of the agreement in meeting the goals set forth herein and funding availability.

IN WITNESS WHEREOF, the parties have executed this contract the day, month, and year above written.


nm

Principal/Director's Approval

5-2-25
Date

Dr. Demetrus Liggins, Superintendent or Designee
BOARD OF EDUCATION OF FAYETTE COUNTY
KENTUCKY

Date

LEGAL IN: 
CAB. IN: _____

Name of Second Party

Date

ParentSquare Terms of Use

Last Updated: February 10, 2025

IMPORTANT: These ParentSquare Terms of Use (these “Terms of Use”) constitute a binding agreement between you and ParentSquare, Inc. (“ParentSquare”). Please read these Terms of Use carefully before using ParentSquare’s services. By accessing or using any or all ParentSquare’s subscription services, including ParentSquare Engage, Smart Sites, Remind Hub and Remind Chat (collectively, the “Subscription Services”) in any manner, you agree to accept, without limitation or qualification, all of these Terms of Use. These Terms of Use supersede all prior versions of the ParentSquare Terms of Use and Remind Terms of Service.

If you are under the age of 18, you must read these Terms of Use with a parent or adult guardian.

If you do not agree to these Terms of Use, or want to stop receiving ParentSquare notifications, please contact your school, school district or other organization (your “District”) directly or contact us at support@parentsquare.com.

Overview

ParentSquare is a provider of digital family and community engagement solutions for K-12 institutions. School districts rely on ParentSquare’s software platform for mass notifications, classroom communications, school websites, translation in 130+ languages, and other everyday parent interactions.

Modification of Terms of Use

These Terms of Use may be modified as the Subscription Services are updated. ParentSquare reserves the right at any time to change any of these Terms of Use contained herein or any of the Subscription Services. If these Terms of Use do change, ParentSquare will alert you by posting a notice on our website and sending your District 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), ParentSquare 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 the Subscription Services and the information contained in the Subscription Services should be directed to support@parentsquare.com. Any communication or material transmitted to ParentSquare via the ParentSquare website, app or email is transmitted on a non-confidential basis.

Privacy

Please read ParentSquare’s Privacy Policy to understand how ParentSquare collects, uses, shares and protects your information.

Modification of Services

The Subscription Services may include inaccuracies or typographical errors. Changes or corrections are periodically provided by ParentSquare. By using the Subscription Services, you agree in advance to accept any such changes.

Additional Terms

These Terms of Use apply to all users of the Subscription 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 these Terms of Use 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 District to join (collectively, "Groups").

If you are a parent or student, you will only view posts for your District, school, grades, classes and Groups. You may be allowed to post to the classes or Groups based upon your District'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 District, all grades, classes and Groups.

If you are a designated ParentSquare administrator ("Admin") at your District, you can view posts for the District, all grades, classes and Groups.

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

If you are a designated District Admin or a teacher at your District, 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 District or not interested in your District as a member of your community.

You may be required to register with ParentSquare by creating a password, to access your District 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 communications on behalf of your District via email, text, voice call, and/or push notifications. If you do not wish to receive any notifications for District-related activities or other communications on behalf of your District, please contact your District directly.

ParentSquare is not held responsible for any SMS notifications and charges you may receive in regard 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. Note that you may still receive alerts via SMS, for example those regarding school closure, threats, etc. To opt out of District alerts, please contact your District directly.

Apart from communications on behalf of your District, 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 these announcements to you.

Use of ParentSquare Services

The Subscription 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 District (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 or 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 district or 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 any Communication Service.
- 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. District representatives such as a 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.

In addition, your use of the Subscription Services must comply with any acceptable use policy published by ParentSquare from time to time.

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 the Subscription Services (collectively, "Submissions"). You retain ownership of all of your Submissions. In order to provide you with the Subscription Services, ParentSquare needs to use your Submission in certain ways including display and send your Submissions to other users at your district or 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 district or school for purposes related to providing the Subscription Services.

Because your Submissions may be viewed or accessed by other ParentSquare users at your district or 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 the Subscription Services (for example, when you send a message through a Communication Service, 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 ParentSquare receives 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 the Subscription Services is the sole responsibility of the person from which such content originated, and ParentSquare will not be liable for any errors or omissions in any such content. ParentSquare cannot guarantee the identity of any other users you may interact with in the course of using the Subscription Services. Additionally, ParentSquare cannot guarantee the authenticity of any information which other users may provide about themselves. You acknowledge that all content accessed by you while using the Subscription Services is at your own risk and you will be solely responsible for any resulting damage or loss.

In the event that you are a teacher, coach or other district or school employee who is an account holder of Remind Chat, and your district or school subsequently purchases a Subscription, the ownership of your Submissions will automatically and irrevocably be transferred to your district or school.

Links

ParentSquare does not review or monitor any website linked to or from the ParentSquare website or the website of your District, 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 (each, an "Electronic Signature"). By using the Electronic Signature function, you agree to transact 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 an Electronic Signature.

No Unlawful or Prohibited Use

As a condition of your use of the Subscription Services, you warrant to ParentSquare that you will not use the Subscription Services for any purpose that is unlawful or prohibited by these terms of use. You may not use the Subscription 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 the Subscription Services.

ParentSquare reserves the right to investigate your use of the Subscription Services 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 the Subscription Services or terminate your account in order to maintain the confidentiality, safety and quality of the Subscription Services.

Availability

The Subscription Services are available worldwide to anyone with Internet access. However, the Subscription Services may not be continuously available due to maintenance or repairs to computer problems or crashes, disruption in Internet service, failure of SMS services, or other unforeseen circumstances, and ParentSquare disclaims any liability for non-availability.

Exclusion of Damages

In no event will ParentSquare be liable under these Terms of Use 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 Services or anything provided in connection with these Terms of Use, the delay or inability to use the Subscription Services or anything otherwise arising from these Terms of Use.

Warranty Disclaimer

Your use of the Subscription 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 your District using it, ParentSquare's 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 District 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 District Admin or by writing to ParentSquare at unsubscribe@parentsquare.com. Since the data in ParentSquare comes from your District, ParentSquare will need to contact your District where your email or phone belongs to remove your account from their database.

ParentSquare reserves the right to terminate (or suspend) your access to the Subscription 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: February 10, 2025

- Revised definition of Subscription Services to incorporate subscription services marketed under the trade name Remind or Remind101
- Added reference to acceptable use policy, if and when published
- Added exclusion of damages paragraph
- Added ownership terms to cover transition from Remind Chat to paid Subscriptions

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.

ParentSquare School Agreement

Last Updated: February 10, 2025

This School Agreement (this “School Agreement”) is between ParentSquare, Inc., a Delaware corporation (“ParentSquare”), and District (as defined below), and is effective as of the effective date of the Order Form (as defined below). This School Agreement supersedes all prior versions of the ParentSquare School Agreement, the Remind District Plan Standard Agreement and the Remind School Plan Standard Agreement.

The entire agreement between the parties consists of (1) this School Agreement, (2) any applicable Service-Specific Terms, (3) the Order Form (as defined below), and (4) any separate written agreement signed by the parties (collectively, the “Agreement”). These documents, collectively, govern the Services provided by ParentSquare to the District. In the event of any conflict between these documents, the following order of precedence shall apply, but solely to the extent necessary to resolve the conflict: (1) any separate written agreement signed by the parties; (2) the Order Form; (3) any applicable Service-Specific Terms; and (4) this School Agreement, except when expressly set forth to the contrary. The Agreement may also be incorporated by reference into an agreement when the Services are being purchased by District from a ParentSquare reseller.

Any capitalized term used but not defined in this School Agreement will have the meaning set forth in the Order Form.

1. Definitions

In addition to the terms defined in the body of this School Agreement and in the Order Form, 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 District Data or the use of the Services.

“District” means the school, school district or organization that will be using the Subscription Services. If District is a school district, then the term “District” includes all schools that are members of the school district and served by the school district that will be using the Subscription Services.

“District Data” means all data, including all Personal Data of Users, that is provided to ParentSquare by, or on behalf of, District through District’s use of the Subscription Services.

“Non-ParentSquare Applications” means any software, subscription service or other application that interoperates or integrates with the Subscription Services, whether provided by District or a third party or if provided by ParentSquare while acting as a reseller. Non-ParentSquare Applications do not include any software or subscription service that ParentSquare provides as part of the Subscription Services.

“Order Form” means the order form or sales quote that is executed by the applicable parties and that references this School Agreement.

“Personal Data” means any information about an identifiable individual or information that can be used to identify an individual, and includes “personal data” as that term is defined under the General Data

Protection Regulation (Regulation (EU) 2016/679) and any applicable United States federal or state laws.

“Privacy Policy” means the ParentSquare Privacy Policy found at <https://www.parentsquare.com/privacy/>.

“Professional Services” means any consulting, implementation, content migration, custom development, onboarding, professional development, support and training services offered by ParentSquare, as specified on the Order Form.

“Service-Specific Terms” means any additional terms and conditions applicable to the Subscription Services, if any. All of the Service-Specific Terms can be found here.

“Service(s)” means the Subscription Services and the Professional Services.

“Subscription Services” means any or all services offered by ParentSquare on a subscription basis, on a prepaid basis, or on a pay-per-use basis through a ParentSquare website or mobile application, as specified on the Order Form. Subscription Services may include ParentSquare Engage, Smart Sites, Remind Hub, Remind Chat or any other service offered by ParentSquare.

“Subscription Term” means the initial term of District’s subscription to the Subscription Services, 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 District’s administrators, staff and teachers, District’s students and parents and/or guardians, and any other persons whom District allows to use the Subscription Services.

2. Services

2.1 Service Activation. The Subscription Services will start at the beginning of the Subscription Term. ParentSquare may perform implementation or onboarding services to activate District’s subscription, and District will cooperate with ParentSquare in completing such services.

2.2 Access. During the Subscription Term, ParentSquare will provide District and its Users access to use the Subscription Services on a subscription basis as described in the Agreement, the Privacy Policy and the Terms of Use. ParentSquare may make reasonable changes to the Subscription Services from time to time.

2.3 Support. During the Subscription Term, ParentSquare will provide District with standard support for the Subscription Services at no additional charge.

2.4 Availability. District acknowledges that the Subscription Services are 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. ParentSquare will use its reasonable efforts to keep the Subscription Services available 24 hours a day, 7 days a week, except as necessary for system maintenance or upgrades, which ParentSquare will use its reasonable efforts to conduct outside of normal school hours to minimize disruption.

2.5 Safeguards. During the Subscription Term, ParentSquare will maintain appropriate administrative, physical and technical safeguards, consistent with generally accepted educational technology

practices, to protect the security, confidentiality and integrity of the Subscription Services, including reasonable data backups. ParentSquare will not be liable for any liabilities arising from District's or its Users' use of the Subscription Services over the Internet or other networks outside ParentSquare's control.

2.6 General Use. District will ensure that all access and use of the Subscription Services by District and its Users is in compliance with the Agreement and the Terms of Use.

2.7 Accuracy of District Data. During the Subscription Term, District will use its best efforts to provide ParentSquare with complete and accurate District Data. ParentSquare will not be liable for any damages resulting from incorrect or incomplete District Data.

2.8 Compliance with Applicable Laws. District represents, warrants and covenants that (a) it is 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, ParentSquare relies on District's consent on behalf of parents in order to allow those under 13 years of age to use the Subscription Services, (b) District's disclosure of any information to ParentSquare, and ParentSquare's 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) District is 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 District might upload or transmit through the Subscription Services, and (d) District has met all contractual, regulatory and legal requirements in providing, and using, District Data, including obtaining necessary consent to send notifications to all Users, including texts and voice messages (if applicable). ParentSquare 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.

2.9 Other Restrictions. District may not (a) make the Subscription Services available to, or use the Subscription Services 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 Services, include the Subscription Services in a service bureau or outsourcing offering, or make the Subscription Services available to any third party other than Users, (c) attempt to gain unauthorized access to the Subscription Services or their related systems or networks, (d) permit direct or indirect access to or use of the Subscription Services in a way that circumvents a contractual usage limit, or bypass or breach any security device or protection included in the Subscription Services, (e) copy the Subscription Services or any part, feature, function or user interface thereof, (f) use the Subscription Services 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 Subscription Services 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.

2.10 Non-ParentSquare Applications. ParentSquare is not responsible for the operation or non-operation of any Non-ParentSquare Application, and does not guarantee the continued availability of any Non-ParentSquare Application or the continued interoperation of any Non-ParentSquare Application with the Subscription Services. By linking any Non-ParentSquare Application with the Subscription Services, District authorizes ParentSquare to provide or receive District Data with such Non-ParentSquare Application provider, in each case solely as necessary for the interoperation of the

Non-ParentSquare Application with the Subscription Services. ParentSquare is not responsible for any use, transmission or loss of any District Data caused by any actions or omissions of District or the Non-ParentSquare Application provider. District will comply with the terms of each Non-ParentSquare Application.

3. Changes to the Agreement

ParentSquare may make changes to the Agreement, the Privacy Policy or the Terms of Use from time to time. If ParentSquare makes a material (determined by ParentSquare) change to the Agreement, the Privacy Policy or the Terms of Use, ParentSquare will inform District by email or notification on the ParentSquare website. If the change has a material adverse impact on District and District does not agree to the change, District must notify ParentSquare in writing within forty-five (45) days after receiving notice of the change. If District notifies ParentSquare as required, then District will remain governed by the terms District had agreed to until the end of the then-current Subscription Term. If the Subscription Services are subsequently renewed, they will be renewed under the then-current online versions of the 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 Services granted by the Agreement, (a) District retains all right, title and interest, including all related intellectual property rights, in and to District Data, and (b) ParentSquare retains all right, title and interest, including all related intellectual property rights, in and to the Services, including the Subscription Services and any work product developed by ParentSquare while providing Professional Services under the Agreement. ParentSquare retains all rights not expressly granted to District in the Agreement.

4.2 License Grant. Solely as necessary to fulfill our obligations and exercise ParentSquare's rights under the Agreement, District hereby grants to ParentSquare a revocable, non-exclusive, royalty-free, fully paid-up, worldwide and sublicensable license to use District Data. Subject to the restrictions described in the Privacy Policy, ParentSquare may share District Data with third parties in order to maintain and operate the Subscription Services.

4.3 Aggregated Data. ParentSquare aggregates and compiles de-identified District Data with de-identified data from ParentSquare's other customers ("Aggregated Usage Data"). District agrees that ParentSquare may use the Aggregated Usage Data to analyze, improve, develop, support and operate the Subscription Services, and to prepare and distribute general benchmarking and industry reports derived from Aggregated Usage Data as part of the Subscription Services and publish on ParentSquare's blogs and websites. For clarity, this Section does not give ParentSquare the right to use the Aggregated Usage Data to identify any User or District as the source of any Aggregated Usage Data, or permit ParentSquare to sell or disclose the raw data included in the Aggregated Usage Data to any third party.

4.4 Feedback. If District provides ParentSquare with any suggestions, information, ideas or other feedback concerning the Subscription Services, ParentSquare may use such feedback in perpetuity without obligation to District.

5. Fees and Payment

5.1 Fees. District 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(s) purchased and the 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 District), (c) the purchased Service(s) cannot be decreased during the applicable Subscription Term, and (d) fees are stated and payable in US Dollars.

5.2 Fee Increases. ParentSquare may increase the overall or per unit fees for the Subscription Services for each annual period of District's subscription, including multi-year agreements when paid annually. Such increase will be limited to five percent (5%) per annum unless ParentSquare communicates a greater increase to District at least sixty (60) days prior to the end of the then-current annual period. In addition, if District pays ParentSquare a flat rate based on a maximum number of students set forth in an applicable Order and District subsequently exceeds that number of students, ParentSquare may convert District's payment structure to a per student rate and District will pay the then-current per student rate beginning at the next annual period of District's subscription.

5.3 Payment. All amounts payable by District will be paid via electronic funds transfer (ACH, EFT or wire), check or credit card forty-five (45) days from the date of invoice. District will pay a three percent (3%) convenience fee on all credit card payments.

5.4 Late Payments. District 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 permitted by law. If any part of an invoice is in dispute, District agrees 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 District does not, District will be deemed to agree to such charges.

5.5 Taxes. District are responsible for the payment of all taxes (other than taxes on ParentSquare's net income) arising from the payment of fees or the provision of any Services under the Agreement.

5.6 Fees for Guest Users.

(a) Guest Users with Phone Numbers: District will receive a free number of guest users with phone numbers annually, set at ten percent (10%) of District's contracted student enrollment. Beyond the free threshold, District 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) District's annual contracted student enrollment. If District exceeds this usage limit, ParentSquare may work with District to seek to reduce District's usage so that it conforms to this limit. If, notwithstanding ParentSquare's efforts, District is unable or unwilling to abide by this usage limit, District will execute an Order Form for additional quantities of guest users with email promptly upon ParentSquare's 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 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, 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 ParentSquare. ParentSquare may terminate the Agreement if District has not paid any applicable fee for any Services, or if District or any User materially breaches the Agreement and District fails to remedy the breach within thirty (30) days of written notice of the breach.

6.3 Termination by District.

- (a) **For Breach.** District may terminate the Agreement if ParentSquare materially breaches the Agreement or the Terms of Use and fails to remedy the breach within thirty (30) days of written notice of the breach. If District terminates for ParentSquare's material uncured breach, District will be entitled to a refund of its fees for Services paid prorated for the remaining portion of the then-current term.
- (b) **For Convenience.** District may also terminate the Agreement at any time for convenience, provided that District will be obligated to pay for any Services for the then-current term, including for any Services not yet provided.
- (c) **Non-Appropriation of Funds.** District may also terminate the Agreement in the event District does not receive necessary appropriation or allotment of funds by a governing entity (such as federal, state, local or educational budgeting entity) by providing ParentSquare with thirty (30) days' notice of such failure to receive funding.

6.4 Return or Destruction. At District's request, ParentSquare will destroy or return all District Data within sixty (60) days of the expiration or termination of the Agreement, unless otherwise required by law or ParentSquare receives District's request in writing that ParentSquare retain certain District Data for a specific longer period of time. If District requests a longer period of time, ParentSquare and District will enter into a special 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 expiration or termination of the Agreement.

7. Warranty Disclaimer

District acknowledges that the Subscription Services are 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 Subscription Services are provided to District "AS IS" and without warranty of any kind, whether express, implied, statutory or otherwise, and ParentSquare disclaims and excludes, to the fullest 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

8.1 Exclusion of Damages. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THE AGREEMENT FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES

OF ANY KIND ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SUBSCRIPTION SERVICES OR ANYTHING PROVIDED IN CONNECTION WITH THE AGREEMENT, THE DELAY OR INABILITY TO USE THE SUBSCRIPTION SERVICES OR ANYTHING OTHERWISE ARISING FROM THE AGREEMENT, EXCEPT AS OTHERWISE PROVIDED BY LAW.

8.2 Liability Cap. 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, (INCLUDING NEGLIGENCE OR STRICT LIABILITY), BREACH OF WARRANTY OR OTHERWISE), EXCEED FEES PAID OR PAYABLE TO PARENTSQUARE BY DISTRICT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY, EXCEPT AS OTHERWISE PROVIDED BY LAW.

8.3 No Indemnification by District. In no event shall anything in the Agreement be construed as requiring District to indemnify ParentSquare.

9. Publicity

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

10. General Provisions

10.1 Governing Law and Venue. If the laws governing District so require, the laws of the state or commonwealth governing District shall govern all matters arising out of the Agreement, without regard to conflict of law principles, and the federal and state courts located where District is located will have exclusive jurisdiction in respect of disputes arising in connection with the Agreement. In the absence of any such laws governing District, 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 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 or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party'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 Use. District acknowledges that the Subscription Services are not intended as a substitute for an emergency management system (EMS), and are not designed or intended for use in high risk activities or in any situation where damage or injury could result if an error, disruption or outage in the Subscription Services occurred. District acknowledges and agrees that its primary recourse in

the event of any actual or potential threat to person or property should be to contact emergency response services (including without limitation, 911 or equivalent, fire, police, emergency medical, and public health, collectively, "First Responder Services") and that the Subscription Services are not intended to replace such First Responder Services, or to be used for communicating with, or replace notification to, or interoperate directly with, such First Responder Services, which should have already been notified and deployed prior to using the Subscription Services.

10.6 Force Majeure. 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.

10.7 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. Except as may be set forth in an Order Form, any terms and conditions set forth in a purchase order do not apply to the Agreement and are null and void. 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.

10.8 Change of Control. The Agreement is not assignable by ParentSquare except to an affiliate or in connection with a merger, acquisition, sale of assets or similar change of control transaction.

10.9 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.

10.10 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: February 10, 2025

- Revised to use defined terms for parties
- Revised to refer to District as catch-all for districts and schools
- Added language to allow for incorporation by third party reseller terms

- Revised definition of District Data to include Personal Data as defined in the Privacy Policy
- Revised definition of Subscription Services to include services marketed under the trade name Remind or Remind101
- Revised to refer to generally accepted educational technology practices to protect the security, confidentiality and integrity of the Subscription Services
- Revised fee increase provision to allow ParentSquare to increase subscription fees by 5% per year, or more upon 60 days' notice
- Added termination right by District in the event of non-appropriation of funds
- Revised to clarify that no indemnification by District is required
- Revised to provide that, if required, governing law and venue will be where District is located
- Separated high risk language from force majeure language, and provided additional high risk language
- Clarified that purchase order terms are null and void
- Added concept of Service-Specific Terms to address multiple Subscription Services with different requirements, e.g., Smart Sites.
- Added change of control provision

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

ParentSquare Privacy Policy

Last Updated: February 10, 2025

Overview

ParentSquare is a provider of digital family and community engagement solutions for K-12 institutions. School districts and other users rely on ParentSquare's subscription services, including ParentSquare Engage, Smart Sites, Remind Hub and Remind Chat (collectively, the "Subscription Services").

Commitment to Your Privacy

ParentSquare understands that privacy is extremely important to users of the Subscription Services, the district, school or organization that registers for the Subscription Services (your "District"), and the students, their parents and other users whose information ParentSquare may access on behalf of your District.

ParentSquare's goal is to be transparent in our practices regarding collection and data usage. This Privacy Policy covers all products and services delivered by ParentSquare.

Data Covered and Written Agreements

In this Privacy Policy, "Personal Data" means any information about an identifiable individual or information that can be used to identify an individual, and includes "personal data" as that term is defined under the General Data Protection Regulation (Regulation (EU) 2016/679) (the "GDPR"). This Privacy Policy explains how ParentSquare collects, processes, uses and discloses information from you and other users who access or use the Subscription Services, including our treatment of Personal Data. This includes Personal Data (i) provided to ParentSquare as a service provider by your District pursuant to the ParentSquare School Agreement and/or a separate written agreement between ParentSquare and your District (in either case, the "Agreement"); (ii) collected by ParentSquare as a service provider at the direction of your District; or (iii) provided by an individual account user. This Privacy Policy along with the Agreement and applicable laws govern ParentSquare's handling of Personal Data gathered in its capacity as a service provider.

If this Privacy Policy expressly contradicts the Agreement as to the data privacy and security, the Agreement will govern to the extent of the contradiction.

This Privacy Policy does not apply to websites, services or practices of companies that ParentSquare does not own or control, even if they help ParentSquare operate the Subscription Services. Third party providers who help ParentSquare operate the Subscription Services must adhere to privacy and security obligations in a manner consistent with and at least as protective of Personal Data as are ParentSquare's policies and practices.

Please make sure that you read the ParentSquare Terms of Use to understand additional terms and conditions that apply to the use of the Subscription Services and website.

Information ParentSquare Collects

ParentSquare collects three types of information: Personal Data that your District knowingly chooses to disclose that is collected on an individual basis; information you or your parent or legal guardian may knowingly enter on the Subscription Services; and website usage information collected on an aggregate basis as you and others browse our website.

Information Your District May Provide to ParentSquare

ParentSquare may collect information (including Personal Data) when your District requests integration to receive the Subscription Services. ParentSquare collects that information at the direction of your District, from your District's Student Information/Management System ("SIS/SMS"), or other District systems such as payroll systems, nutrition systems, fee systems or similar systems through a District-requested integration. Information collected from District-provided data may include but is not limited to: name, ID number, title, phone number, email address, home/mailling address, group memberships, extracurricular activities, enrolled courses, classes, section, grade level, bus route, preferred communication language, emergency contact information, family relationships, school memberships and district memberships.

Information You Provide to ParentSquare

ParentSquare receives and stores any information you knowingly enter on the Subscription Services, including information you may be able to upload, import, or sync to the Subscription Services from your mobile device (for example, contact information from your address book).

This information may include but is not limited to Personal Data such as your name, phone numbers, email addresses, photographs and, in certain circumstances, your school and/or district, class, group, grades and report card, attachments that may contain your voice and image, club, team or organization affiliation. This information may be used to validate your account or to provide you with notifications via the Subscription Services from a teacher, school and/or district, class, group, club, team or affiliated organization, or any other information necessary for ParentSquare to provide the Subscription Services.

For certain Services, you may also choose to provide ParentSquare with 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 District.

You may choose not to provide ParentSquare with certain information, but then you may not be able to take advantage of many of the features of the Subscription Services.

Information ParentSquare Collects From You

ParentSquare receives and stores certain types of information whenever you use the Subscription Services. For example:

a. **Website Activity Information:** ParentSquare monitors some of the actions you perform on the Subscription Services. For example, if you make a comment on a post, ParentSquare both logs the fact that you added a comment as well as stores the actual comment itself.

- b. Notification Activity Information: ParentSquare monitors email delivery, text delivery, app downloads, and engagement through clicks in order to understand your interaction with the Subscription Services and improve your experience with ParentSquare. ParentSquare may include clear gifs in the HTML-based emails ParentSquare sends to your District 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 the Subscription Services from a computer, mobile phone or other device, ParentSquare collects information from that device such as your browser type, operating system, unique device identifier, Internet Protocol (IP) address, the date and time of visits, and the time spent at ParentSquare's websites.
- d. Cookie Information: ParentSquare may send one or more cookies to be stored on your computer, mobile phone or other device in order to personalize your experience with ParentSquare and make the Subscription Services easier to use. A cookie is a small text file containing a string of alphanumeric characters that allows ParentSquare to uniquely identify your browser and allows you to log in automatically whenever you return to ParentSquare. ParentSquare also uses cookies to identify and maintain your logged in 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 the Subscription Services fully, so ParentSquare recommends that you leave them enabled for the quality of your experience.

How is Children's Personal Data Treated?

ParentSquare complies fully with the Children's Online Privacy Protection Act ("COPPA").

Due to ParentSquare's commitment to protect the privacy of children, ParentSquare also participates in the iKeepSafe Safe Harbor Program. ParentSquare has been awarded the iKeepSafe COPPA Safe Harbor Seal signifying ParentSquare's website and apps have been reviewed and approved for having policies and practices surrounding the collection, use, maintenance and disclosure of Personal Data from children consistent with the iKeepSafe COPPA Safe Harbor Program guidelines. iKeepSafe's mission, as an independent certification organization, is to give parents, educators, and policymakers the information and tools which empower them to teach children the safe and healthy use of technology and the internet. The iKeepSafe program only covers information collected through the Subscription Services. If you are not satisfied with ParentSquare's response, you can contact the iKeepSafe Safe Harbor Program's dedicated consumer complaint department at: coppaprivacy@ikeepSAFE.org or see ikeepSAFE.org/about-us/contact-us/.

Pursuant to COPPA, ParentSquare typically relies on your District's consent on behalf of parents in order to allow those under 13 years of age to use the Subscription Services.

For users of Remind Chat, pursuant to COPPA, ParentSquare may collect an under-13 user's name (first and last name), date of birth, email address and/or telephone number in order to operate and provide the Subscription Services, and ParentSquare may collect the under-13 user's parent's (or legal guardian's) email address in order to provide notice to the child's parent or guardian that ParentSquare may contact the under-13 user for the purpose of allowing access to and use of the Subscription Services.

If ParentSquare does not receive the parent's email address within a reasonable time period, the under-13 Remind Chat user will not be able to send or receive any messages and their Personal Data will be deleted. If an under-13 user's Remind Chat account has not sent or received a message through the Subscription Services for at least twelve months, ParentSquare's policy is to delete the Personal Data.

In order for an under-13 user to gain access to additional ParentSquare features or products, ParentSquare may employ one or more methods approved by the Federal Trade Commission for verifying parental consent.

If ParentSquare learns that it had collected Personal Data from a child under age 13 other than pursuant to the above, or if ParentSquare learns that a child under 13 has provided it Personal Data beyond what was requested from them, ParentSquare will delete that information as quickly as possible after it has been notified internally or by impacted customers.

If you have questions about modifying or deleting Personal Data of a student on ParentSquare or Remind Hub, please contact your District directly.

How ParentSquare Uses Information

Your privacy and your child's privacy is extremely important to ParentSquare. ParentSquare uses the Personal Data it receives about you to provide you with the Subscription Services and also for purposes such as:

To Manage the Service

ParentSquare uses the information it collects to provide the Subscription Services and features to you and provide you with customer support. In addition, ParentSquare uses the information it collects to analyze how you use the Subscription Services and features so that it can measure and improve the Subscription Services and features.

To Contact You

ParentSquare may contact you with Subscription Services-related announcements from time to time. This includes contacting you for any school or district related activities. ParentSquare may include content you see on the Subscription Services in the emails it sends to you. ParentSquare may also contact you in order to notify you about important changes to the Subscription Services.

To Provide Relevant Information To Your District

ParentSquare uses the information it collects to report usage levels to your District. This allows your District to monitor how successful their communications are so that they can improve their use of the Subscription Services.

And most importantly, authenticating your identity, protecting our users, and working toward making sure the Subscription Services are safer and more secure.

Email and Text Message Communications

If ParentSquare has your email address or phone number, it may send you administrative messages (such as updates, notifications, newsletters and other news) relating to the Subscription Services or to respond to communications from you. ParentSquare may also send you urgent messages when it is directed to do so by a teacher, school, district or government agency.

By maintaining a ParentSquare account and/or not opting out of receiving information from ParentSquare, you acknowledge and agree that you may receive e-mail or SMS text messages on your phone or mobile device from other ParentSquare users, from ParentSquare and/or its third-party service providers and other individuals or companies if you choose to use applicable services or products that they offer. Receiving these messages may cause you to incur usage charges or other fees or costs in accordance with your wireless or data service plan. Any and all such charges, fees or costs are your sole responsibility. You should consult with your wireless carrier to determine what rates, charges, fees or costs may apply. ParentSquare may receive a confirmation when you open an email from us if your computer supports this type of program. Communications of this type are also sent to under-13 users and the parental consent to use this service also covers these messages. If you no longer wish to receive administrative email messages from ParentSquare, you may opt-out by following the unsubscribe link located at the bottom of each message or by contacting us at privacy@parentsquare.com.

To permanently cease receiving SMS text messages, please text @STOP in reply to any SMS message from that class, group or school.

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

Mobile Application

When users use ParentSquare's mobile applications, it automatically collects the IP address, device ID, device type, and what operating system (OS) the user is running.

ParentSquare collects users' IP addresses whenever they use ParentSquare's mobile applications, which provides it with a coarse approximation of the user's location at the city level in order for ParentSquare to, for example:

- provide organizers with a geo-specific long-code (i.e., generic phone number with a local area code),

- support features such as school selection, and
- enable other internal measurement and Subscription Services features.

ParentSquare also may, with your express consent, request more specific location information in order to provide you with more relevant information (such as nearby classes or relevant groups that you may subscribe to). ParentSquare will not store or track your device location on an ongoing basis or without your permission. ParentSquare may also collect location-based information from users as part of providing the Subscription Services, or in order to comply with applicable laws and regulations for the user's jurisdiction.

If the under-13 user has signed up for the Subscription Services through SMS and then downloaded Remind Chat's mobile application, ParentSquare will have and may use the under-13 user's phone number:

- to merge the under-13 user's accounts,
- to continue SMS delivery services, and/or
- as a back-up method of notification.

Push Notifications

ParentSquare sends notices to you for various reasons directly relating to your use of the Subscription Services or at the request of your District, for example when an organizer of your class or group has posted something new to your class or group, you are sent a message, or when ParentSquare needs to inform you of something. If you no longer wish to receive such communications, you may turn them off at the device level for applicable services or contact your District. If you are a parent of an under-13 Remind Chat user, you always have the choice to no longer allow your child to receive such communications by contacting ParentSquare at privacy@parentsquare.com.

How ParentSquare Shares Information

ParentSquare uses the data received from your District for the sole purpose of delivering products and services to your District. ParentSquare does not rent, trade, sell or otherwise distribute your information to any third parties, and will only disclose information when allowed by the Family Educational Rights and Privacy Act ("FERPA") and required: a) by applicable laws or government orders, such as a law enforcement or court order; b) to maintain and operate the Subscription Services; c) to enforce or apply the ParentSquare Terms of Use and other agreements; d) to protect the rights, property or safety of ParentSquare, its employees, its users or others; or e) when authorized by your District.

How Does ParentSquare Work with Third Party Service Providers?

ParentSquare works with a number of third party service providers and contractors to maintain and operate the Subscription Services. For example, but not limited to, ParentSquare uses third party service providers:

- For secure credit card transaction processing for supporting payments in ParentSquare.
- To provide customer support communication to users.
- To analyze use of the ParentSquare website and app.
- For the ParentSquare blog and to facilitate social sharing on its blog.
- To send emails, texts, phone calls, and push notifications.
- For hosting the Subscription Services and databases.
- To provide additional services to your District such as mailing services, background checks for volunteers, lesson plans, newsletters and other optional features.
- To provide solutions for logging into the Subscription Services using Google, Clever, SIS/SMS or a district-managed single sign-on (“SSO”) integration.

Before ParentSquare engages with a third party where ParentSquare may share Personal Data, it ensures that their privacy policy is at least as protective of your Personal Data as is ParentSquare’s.

ParentSquare will not provide any Personal Data to any person, party or organization ineligible to receive student records or student record data and information protected by FERPA, federal regulation, state law or regulation, or who is otherwise prohibited from receiving District data.

ParentSquare also may provide to its third-party partners aggregated information derived from automatically collected information about how users, collectively, use the Subscription Services. ParentSquare may share this type of non-personally identifiable, aggregated statistical data so that its partners also understand how often people use their services as well as ParentSquare’s.

A list of the third-party partners’ services ParentSquare currently uses, the data that is shared, as well as links to their privacy policies, can be found [here](#).

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 for the District’s purposes.

ParentSquare provides links to external websites for purposes which are intended solely to support your District’s day-to-day operations.

Your District or its users may post links within ParentSquare to external websites for which ParentSquare has no control. Before interacting with those third-party websites and their owners’ services or features, ParentSquare recommends you familiarize yourself with their owners’ privacy policies and practices as ParentSquare cannot control the data practices of these third parties.

Corporate Restructuring

In the case of a corporate event such as a sale of assets, an acquisition, or a merger of ParentSquare with another organization, ParentSquare may transfer your Personal Data. However, ParentSquare will provide you with notice and an opportunity to opt-out of the transfer of Personal Data.

With Your Consent

You will be notified when your Personal Data may be shared with agents or companies other than ParentSquare, and you will be given the option to prevent the sharing of this information unless ParentSquare determines that not disclosing this to you prior to your information being shared is necessary to comply with applicable laws or legal processes or ParentSquare is prohibited by law or legal processes from informing you in advance.

What Can Other ParentSquare Users See

You are responsible for any content you provide in connection with the Subscription Services. ParentSquare cannot control the actions of anyone with whom you or any other ParentSquare users may choose to share information. Therefore, ParentSquare cannot and does not guarantee that content you or any user posts on the Subscription Services will not be viewed by unauthorized persons. Although ParentSquare may allow its users to set privacy options that limit access to certain parts of the Subscription Services, please be aware that no security measures are perfect or impenetrable and that ParentSquare is not responsible for circumvention of any security measures contained on the Subscription Services. ParentSquare does not encourage you to make any Personal Data public other than what is necessary for you to use the Subscription Services. You understand and acknowledge that, even after removal, copies of content may remain viewable in cached pages, archives and storage backups or if other users have received, copied or stored your content. ParentSquare will make efforts to remove the content under our control that is not part of another user's account.

Notwithstanding the foregoing, your District may choose to share some ParentSquare posts and associated pictures on social websites, such as but not necessarily limited to Facebook, Reddit, TikTok, YouTube, X, etc. If done via an integration, ParentSquare will require your District 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.

Your District's administrators may have access to user accounts via methods such as, but not limited to, SSO options, integrations with their SIS/SMS, or ParentSquare product enhancements. These options allow verified administrators or employees to access and utilize the accounts of members of their school or district communities. Administrators may do this to remediate account issues, or to implement quality or safety controls. If your District chooses to use those login features, ParentSquare requires administration to give notice to all users in your District in advance, collect evidence of their consent, and have in place an acceptable use policy for technologies used within your District.

Your contact information, i.e., your email, phone and home/mailling address, may be made available to other registered parents at your district or school as part of an online school directory according to your District's discretion.

How ParentSquare Protects Information

ParentSquare complies with, or works with your District to jointly ensure compliance with, FERPA and all other applicable confidentiality and privacy laws and rules, and requires its employees, consultants, and subcontractors to similarly comply. Each ParentSquare user plays an important role in securing their account.

Security

ParentSquare takes great measures in keeping your Personal Data safe and secure. ParentSquare encrypts Personal Data during transfer and at rest. ParentSquare stores and protects your account information on a secured server behind a firewall. ParentSquare utilizes encryption/security software to safeguard the confidentiality of Personal Data it collects.

Data Breach Policy

If ParentSquare becomes aware of a data breach of its users' Personal Data, ParentSquare will comply with applicable law, the Agreement, and notify your District as well as the affected users if asked to do so by your District or as required by applicable laws.

In the event of a data breach, as that term is defined in law or by the Agreement, the goal is to provide notice to your District within 72 hours (or sooner if required by law or the Agreement) after ParentSquare has confirmed the data breach.

If there are actions required on the part of your District related to the breach, ParentSquare will provide detailed instructions and assist in remediation.

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 SIS/SMS portal. Your District may not allow you to update your account information directly in ParentSquare. In such an event, an alternate District 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 urgent notifications, for example those regarding school closure, threats, etc.

Deleting Your Account

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

If you are a member of ParentSquare school or district and cease to agree with the ParentSquare Terms of Use and Privacy Policy at some point in the future or if you no longer desire the Subscription Services, please contact your District directly to delete your account.

Remind Chat users may request deletion of your Remind account by accessing your account online or contacting us at privacy@parentsquare.com.

Note, if you are a member of a ParentSquare school or district and you request to delete your account, ParentSquare may notify the organization and the organizer(s) of the classes and/or groups you are affiliated with of your deletion request.

Please note that certain information may remain in ParentSquare's records, server logs and archives after deletion of your account. ParentSquare retains this information for purposes such as diagnosing problems with the Subscription Services, to comply with various states' open records laws or similar contractual commitments to a District, and for auditing legal investigations. ParentSquare reserves the right to delete this information in accordance with its standard business practices in effect from time to time. Information and other content you have provided, however, may remain visible elsewhere to the extent such content was copied or stored by other users.

If your or your child's Personal Data changes, you no longer desire to use the Subscription Services, or you would like to rescind permission for ParentSquare's Remind Chat services to further contact your child, you may review, correct, update, delete inaccuracies, request deletion of your child's information, or amend it by logging into your account and making those changes or contacting us at privacy@parentsquare.com.

If you are a Remind Hub or ParentSquare user, ParentSquare will get in touch with your District to honor your request and respond within a reasonable time not exceeding thirty (30) days. ParentSquare will retain your information for as long as your account is active or as needed to provide services to you and your District.

HIPAA

ParentSquare is not a healthcare organization and is not certified as compliant with the Health Information Portability and Accountability Act ("HIPAA").

European Union Residents

ParentSquare's computer systems are currently based in the United States, so your Personal Data entered in the Subscription Services or related to your use of the Subscription Services will be stored in the United States. By using the Subscription Services 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 ParentSquare does not seek your explicit consent to process your Personal Data, ParentSquare is relying on the legitimate commercial interest of ParentSquare in providing the Subscription 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 ParentSquare halts 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 to access your Personal Data
- Right to rectification of Personal Data held where it is incorrect or incomplete
- Right to 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
- 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)

Remind Chat complies with all applicable laws regarding your privacy. Individuals from the European Union ("EU"), European Economic Area ("EEA") or United Kingdom ("UK") may only use the Subscription Services after providing your freely given, informed consent for ParentSquare to collect, transfer, store, and share your Personal Data, as that term is defined in the EU's General Data Protection Regulation. EU, EEA or UK residents may grant that consent directly to ParentSquare.

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.

How may I exercise my privacy rights as a resident of the EU, EEA, Switzerland or the UK who uses Remind Chat?

Remind Chat complies with the EU GDPR and the UK Information Protection Act 2018 and makes it easy for EU, EEA, Swiss or UK residents to exercise their rights described in that regulation. The purposes for which ParentSquare collects your Personal Data, the categories and specific types of Personal Data ParentSquare collects, and ParentSquare's practices and policies regarding your Personal Data are described in this Privacy Policy. As discussed throughout this Privacy Policy, ParentSquare makes it easy for you to access, correct, delete or demand deletion of your Personal Data. You may object to our processing of your Personal Data by emailing us, although if you prohibit our processing, it may make some of the Subscription Services either impossible to offer or less useful. Any of those requests should be sent to privacy@parentsquare.com. Should you ever wish to leave Remind Chat and take an electronic copy of the Personal Data and information ParentSquare has collected about you, you may make that request at privacy@parentsquare.com. In addition to contacting our Privacy Officer (who also serves as our Data Protection Officer) or the Better Business Bureau, EU individuals may contact the Data Protection Authority of Ireland by email at info@dataprotection.ie, and UK individuals may contact the Information Commissioners Office by live chat at <https://ico.org.uk/global/contact-us/> to raise concerns about our implementation of GDPR, the UK Information Protection Act 2018, or our facilitation of the exercising of your privacy rights.

How does Remind Chat protect my privacy rights as a European Union, European Economic Area, Swiss or United Kingdom Individual?

Remind Chat complies with the EU-U.S. Data Privacy Framework program (EU-U.S. DPF), the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. Data Privacy Framework program (Swiss-U.S. DPF) as set forth by the U.S. Department of Commerce. Remind Hub and Remind Chat has certified to the U.S. Department of Commerce that it adheres to the EU-U.S. Data Privacy Framework Principles (EU-U.S. DPF Principles) with regard to the processing of Personal Data received from the European Union in reliance on the EU-U.S. DPF and from the United Kingdom (and Gibraltar) in reliance on the UK Extension to the EU-U.S. DPF. Remind has certified to the U.S. Department of Commerce that it adheres to the Swiss-U.S. Data Privacy Framework program Principles (Swiss-U.S. DPF Principles) with regard to the processing of personal data received from Switzerland in reliance on the Swiss-U.S. DPF. If there is any conflict between the terms in this Privacy Policy and the EU-U.S. DPF Principles and/or the Swiss-U.S. DPF Principles, the Principles shall govern. To learn more about the Data Privacy Framework (DPF) program, and to view the ParentSquare certification, please visit <https://www.dataprivacyframework.gov/>.

In compliance with the EU-US Data Privacy Framework Principles, ParentSquare commits to resolve complaints about your privacy and its collection or use of your Personal Data transferred to the United States pursuant to the DPF Principles. European Union, Swiss and United Kingdom individuals with DPF inquiries or complaints should first contact us.

ParentSquare has further committed to refer unresolved privacy complaints under the DPF Principles to an independent dispute resolution mechanism, Data Privacy Framework Services, operated by BBB National Programs. If you do not receive timely acknowledgment of your complaint, or if your complaint is not satisfactorily addressed, please visit

<https://bbbprograms.org/programs/all-programs/dpf-consumers/ProcessForConsumers> for more information and to file a complaint. This service is provided free of charge to you.

If your DPF complaint cannot be resolved through the above channels, under certain conditions, you may invoke binding arbitration for some residual claims not resolved by other redress mechanisms.

See <https://www.dataprivacyframework.gov/s/article/G-Arbitration-Procedures-dpf?tabset-35584=2>

Changes to Privacy Policy

ParentSquare reserves the right to change, modify, add or remove portions of this Privacy Policy. ParentSquare will notify District 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.

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

How to Contact ParentSquare

If you have questions or concerns pertaining to your information, your registration, your account, or unsubscribing from Remind Hub or ParentSquare, please contact your District directly. Otherwise, if you have questions about this Privacy Policy or ParentSquare, you may contact ParentSquare 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

Change Log

Last Updated: February 10, 2025

- Combined principles of ParentSquare and former Remind101 privacy policies, keeping more robust portions of each

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.