



iDismiss, LLC

Terms of Use Policy

DISCLAIMER AND USE POLICY

iDismiss, LLC (“iDismiss,” “Our,” “Us” or “We”) developed an application (“iDismiss App”), a website, and other platforms (collectively, the “iDismiss App”) for our customers and other authorized users (such as Local Education Agencies) (collectively, “Users”) to permit access and data exchange for one or more of our dismissal program service packages. The iDismiss App is owned and operated by us and may be accessed through our proprietary application by authorized Users. We also provide links and use other applications that run on the iDismiss platform, which may be provided by us or by third parties (“Ancillary iDismiss Apps”).

This Disclaimer and Use Policy applies to the iDismiss App, all uses of our website, and any Ancillary Apps. When Ancillary Apps are provided by third parties, the terms of use and privacy policy of the third party apply. Our iDismiss Apps and website may contain links to other websites, applications, and services maintained by us or third parties. The information practices of such other services, or social media networks that host our branded social media pages, are governed by third parties’ terms of use and privacy policies, which you should review to better understand those third parties’ privacy practices.

OVERVIEW

By using the iDismiss App, each User agrees to be bound by the terms of use, as they may be modified and posted on the iDismiss App or on our website at any time. If any User does not agree with any of these terms and conditions, they should not use the iDismiss App. We reserve the right to seek all remedies available by law and equity in the event of a violation of the terms of use.

FUNCTIONALITY AND TERMS OF USE MAY CHANGE

We may, at our sole discretion, update, modify, change, add, or remove the terms of use (or any part thereof) at any time, with or without notice. We may also change, terminate, suspend, or discontinue any aspect of the iDismiss App or any part of our website(s), including the availability of any features or functions, with or without notice. Please check periodically for changes. Users’ continued use of the iDismiss App following the posting of such changes constitutes Users’ agreement to be bound by the changes. Users agree that we shall not be liable to them or any third party for any modification, suspension, or discontinuation of our website or the iDismiss App, or any feature or function thereof, or the Disclaimer and Use Policy.

CONTENT

All data, content, information, and materials that may be found in, are transmitted to or from, and which comprise the iDismiss App, including but not limited to customer information, account information, user/student information, staffing, times, dates of use, logins, passwords, images, illustrations, graphics, photographs, text, artwork, software, or HTML code (collectively, “Content”), are protected by privacy laws, confidentiality, trademark, service mark, trade dress, copyright, and/or other intellectual property rights or licenses held by us or third parties who have licensed such materials and content to us.

All trademarks, service marks, names, trade names, trade dress, logos, and images are registered and/or common law trademarks and service marks of iDismiss. Use of the iDismiss App or our website in no way grants Users any rights or licenses to use such marks, logos, names, or trade dress.

USE OF PORTAL AND APPLICATIONS

a. **License:** Subject to the terms hereof, iDismiss may provide Users access to program features, including the ability to download forms and upload or edit customer or student information or data, where applicable, through a portal, our website, and/or the iDismiss App. We hereby grant Users a limited, non-transferable, non-exclusive license to access and use our portals, the iDismiss App, and the software used by iDismiss through the iDismiss App solely to access and upload customer data and information as authorized by us for so long as the User is an authorized User. Users may display and print for their own use information and data received via the Portals or iDismiss Apps that pertains to Users and their business with us. In the event Users cease doing business with us, they must immediately cease using the Portals and the iDismiss App, and the license shall immediately terminate.

b. **Restrictions on Use:** Users shall not, directly or indirectly, (i) license, sell, lease, assign, or otherwise transfer Content from our iDismiss App or iDismiss App software, (ii) alter or permit a third party to alter any part of the Content, our website(s), the iDismiss App, or any iDismiss App software, (iii) access or use any Content, information, or materials of any third party available through the iDismiss App, (iv) use or permit the use of the iDismiss App, Content, or iDismiss App software except for Users’ access to their own customer information, (v) distribute copies of information, materials, or Content found on the iDismiss App in any form (including by email or other electronic means) without prior written permission from us, or (vi) disassemble, decompile, reverse engineer, or otherwise attempt to derive source code or other trade secrets from iDismiss App software.

c. **Claims and User Data:** Users agree that they are solely responsible for the accuracy of any and all information and Content input by them or provided to us for use in conjunction with the iDismiss App and services provided (the “Data”). Data shall not include anything that actually or potentially infringes or misappropriates the copyright, trade secret, trademark, or other intellectual property rights of any third party, violates the privacy rights of any third party, or

contains anything obscene, defamatory, harassing, offensive, or malicious. By uploading or providing Data, Users represent and warrant that:

- (a) Users have the requisite authority and authorization to upload or provide such Data;
- (b) all Data is accurate, genuine, and not fraudulent or in violation of the rights of any consumer or third party;
- (c) transmission of the Data does not violate or infringe any intellectual property or privacy rights of any third party; and
- (d) the Data does not contain malicious software, spyware, adware, or malware of any kind.

d. Passwords: Users are solely responsible for all use of their account and the iDismiss App, as well as for maintaining the confidentiality of all applicable passwords, Data, and information. Sharing of passwords, account numbers, and information is at Users' own risk. Users are responsible for the security of all Data saved to or downloaded from the iDismiss App.

e. Device and Usage Data: As is true of most websites, we gather certain information automatically in connection with the use of the website and iDismiss App by individual Users. This information may include IP addresses (or proxy server), device and application identification numbers, location, browser type, internet service provider and/or mobile carrier, the pages and files viewed, searches, operating system and system configuration information, and date/time stamps associated with usage. This information is used to analyze overall trends, help us provide and improve our websites and the iDismiss App, and enhance their security and functionality. In addition, we gather certain information automatically as part of your use of cloud products and services that access or use our website and the iDismiss App. This information is used to maintain the security of the services, provide necessary functionality, improve performance, assess and improve customer and user experience, review compliance with applicable usage terms, identify future opportunities for development, assess capacity requirements, and identify customer opportunities for security purposes.

PRIVACY POLICY

Use of our iDismiss App is also governed by the iDismiss [Privacy Policy](#), which is incorporated herein by reference as if fully set forth herein. The additional provisions contained herein are in addition to the terms of the Privacy Policy published on our website(s).

DISCLAIMERS

iDismiss has taken reasonable efforts to ensure that the Content accessible through our iDismiss App or our website is accurate. However, all Content is provided "AS IS," and iDismiss does not warrant and makes no representation that Content or Data accessible through our iDismiss App or website is accurate, appropriate, or applicable for use in locations within or outside of the United States. Without limiting the foregoing, iDismiss further disclaims and does not represent or warrant the following:

- That our website or iDismiss App (as appropriate) will operate without interruption, errors, defects, bugs, viruses, or other harmful components, or that any defects appearing therein will be corrected.
- Liability or responsibility for damages involving the correctness, completeness, reliability, or accuracy of Content or Data in any services provided thereby.
- Liability or responsibility for damage, theft, loss, injury, or claims of liability of any kind based on or resulting from any Content accessible through any iDismiss App or as a result of unauthorized access to, damage to, or interception of any data or communications sent to or from, scraped from, or stored on any portal or the iDismiss App.
- Liability or responsibility to any person, firm, or corporation for any loss, damage, injury, claim, or liability of any kind based on or resulting from any Data or Content through any iDismiss App, or the accidental release of such Data or Content.

DISCLAIMER OF WARRANTIES AND LIMITATIONS ON LIABILITY

a. iDISMISS DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE USAGE. iDISMISS DOES NOT WARRANT THAT THE WEBSITE, PORTAL, OR APPLICATION IS ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION OR WILL NOT CAUSE LOSS OF OR DAMAGE TO DATA STORED ON COMPUTING DEVICES ON WHICH IT IS INSTALLED. THE iDISMISS APPLICATION MAY CONTAIN BUGS, ERRORS, AND OTHER PROBLEMS THAT COULD CAUSE SYSTEM OR OTHER FAILURES AND DATA LOSS FROM A COMPUTER WITH WHICH THE WEBSITE, PORTAL, OR APPLICATION IS USED OR ACCESSED. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

b. UNDER NO CIRCUMSTANCES SHALL iDISMISS BE LIABLE FOR ANY TYPE OF DAMAGES OR CLAIMS RELATED TO THE PORTAL, INCLUDING BUT NOT LIMITED TO INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES, EVEN IF WE OR OUR REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS.

TERM

The license to access and use the iDismiss App granted herein will commence upon first use by the User and will terminate automatically if the User ceases to be a client of iDismiss, as determined by us. In addition, the license to access and use our Portals and the iDismiss App granted herein may be terminated at any time by us, without notice to the User, in the event of a breach of the terms of use by the User or the breach or failure to comply with any other agreement or contract between us and the User.

APPLICABLE LAW

By accessing our website and/or using an iDismiss App, you agree that these terms and conditions, and your use and access of our website, Portals, and each iDismiss App, are governed and interpreted solely pursuant to the laws of the State of Texas, U.S.A., without respect to conflict of law principles. You agree that the iDismiss App shall be deemed solely based in Texas. You agree that the exclusive jurisdiction for any claim or action arising out of or relating to these terms and conditions, the Privacy Policy, and/or your use of our website, any Portal, and each iDismiss App shall be in state or federal court located in Dallas County, Texas, and you further agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action. **IN ANY LAWSUIT INVOLVING iDISMISS AND ANY USER, ALL PARTIES WAIVE THEIR RIGHT TO A JURY TRIAL.**

ENTIRE AGREEMENT

This Disclaimer and Use Policy, along with any other legal notices published by iDismiss in any iDismiss App or on our website, constitutes the entire agreement between you and iDismiss concerning the use of our website and the iDismiss App. Nothing herein shall alter or amend any other contract or agreement that the User has with us, but shall be read as complementary.

If a court of competent jurisdiction deems any provision of these terms and conditions invalid, the invalidity of such provision shall not affect the validity of the remaining provisions, which shall remain in full force and effect. No waiver of any term of these terms and conditions shall be deemed a further or continuing waiver of such term or any other term, and our failure to assert any right or provision under these terms and conditions shall not constitute a waiver of such right or provision.