

# **Class Composer General Terms of Use**

*Effective Date: February 1, 2021.*

Welcome to Class Composer! Please continue reading to learn about the terms by which you may use our Service. If you have any questions about this Agreement, please contact us at [support@classcomposer.com](mailto:support@classcomposer.com).

These General Terms of Use (the “Agreement”) apply to all schools and school districts including but not limited to administrators, teachers, and staff (such individuals collectively referred to as “Users” or “you”) who access and use the Service on their behalf (each a “School”).

By accessing or using the Service, checking the box marked [“I Agree”], or by otherwise affirmatively stating your desire to use the Service, you signify that you have read, understood, and agree to be bound by this Agreement and to the collection and use of your information as set forth in the Class Composer Privacy Policy, otherwise you may not use the Service. Because our Service may change, the terms in this Agreement and our Privacy Policy may change too. If you are a School using the Service, we will notify you via email in advance of any material changes to the terms that affects personally identifiable information. Upon making changes, we will update the “Effective Date” found at the top of this page. Your continued use of the Service after any changes constitutes your acceptance of the new terms.

## **Section 1. Use of the Service**

1.1 We provide elementary Schools an application to create better class lists in less time and a means to visualize student data to make more informed decisions during the academic year (the “Service”).

1.2 You’re allowed to use the Service only if you can form a binding contract with Class Composer, and only in compliance with this Agreement and all applicable local, state, national, and international laws, rules and regulations. If you’ve been removed from the Service previously, you’re not allowed to use them again.

1.3 Subject to the terms and conditions of this Agreement, we grant you a nonexclusive, limited, non-transferable, freely revocable license to use the Service. We reserve all rights not expressly granted to you in the Service. We may terminate this license at any time for any or no reason.

1.4 Your Class Composer account gives you access to our Service, but don't sign up on behalf of a School if you do not have the requisite authority to do so. Once you sign up, you are responsible for your account and any data associated with it.

1.5 If you open a Class Composer account on behalf of a School, then (a) "you" includes you and that entity, and (b) you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to this Agreement and that you agree to this Agreement on the entity's behalf.

1.6 Remember: you are responsible for any activity that occurs on your account, you may never use someone else's account without permission, and you must keep your account password secure. We recommend using "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account to avoid unauthorized use. Please let us know immediately if you think your account's security has been compromised so we can help; we are not liable for any losses of any kind caused by any unauthorized use of your account.

1.7 If you have signed up to use the Service on a free trial basis, Class Composer may terminate this Agreement and your access to the Service without notice to you upon the end of the trial period. User acknowledges and agrees that the Service offered on a free trial basis may not include all functionality offered under a paid subscription basis.

1.8 If you are using the Service on a free trial basis, (i) a Site Leader (the "Site Leader") must register and set up an account for teachers, faculty and staff employed by and located at the Site ("Site-Wide Account") to access the Service; and (ii) you are required to have registered and set up a user account under the Site-Wide Account to access the Service. You may not set up or access multiple user accounts. Only one (1) Site-Wide Account is permitted per educational institution. Please notify us as soon as possible at [support@classcomposer.com](mailto:support@classcomposer.com) of any known or suspected unauthorized

use(s) of your account or email address, or any known or suspected breach of security, including but not limited to loss, theft or unauthorized disclosure of your password. You are responsible for all usage or activity on your Service account and/or under your email address.

1.9 The provisions of this Agreement are not intended to create any relationship between User and Class Composer other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement, and nothing contained herein shall be construed as creating any agency, employment, partnership, or joint-venture relationship between the parties.

## **Section 2. Disclaimer on Class Composer Liability**

2.1 User understands that the Service may contain errors, “bugs”, and other problems, which may result in system failure or failure in the use of the Service, or loss of data. The Service may not be continuously available due to maintenance or repairs or due to computer, equipment or device problems or crashes, disruption in Internet service or other unforeseen circumstances beyond Class Composer’s control. The Service is provided to User “AS IS”, “WITH ALL FAULTS”, and Class Composer disclaims any warranty or liability obligations to User of any kind.

2.2 IN NO EVENT WILL CLASS COMPOSER OR ANY OF ITS REPRESENTATIVES BE LIABLE TO USER OR ANY OTHER PARTY FOR PUNITIVE, EXEMPLARY, INCREASED OR AGGRAVATED DAMAGES OR ANY DIRECT OR INDIRECT DAMAGES, INCLUDING ANY LOSS OF PROFITS OR INVESTMENT, LOSS OF BUSINESS, CORRUPTION, LOSS OR THEFT OF DATA, VIRUSES, SPYWARE, OR OTHER INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND EVEN IF CLASS COMPOSER OR ANY OF ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. USER ACKNOWLEDGES AND AGREES THAT IT BEARS THE ENTIRE RISK AS TO THE QUALITY, ACCURACY, RELIABILITY AND PERFORMANCE OF THE SERVICE AND DOCUMENTATION AND THE USE AND TRANSMISSION OF ALL DATA THAT USER UPLOADS, SUBMITS OR ACCESSES THROUGH THE SERVICE, INCLUDING WITHOUT LIMITATION EDUCATION RECORDS AND/OR STUDENT PERSONALLY IDENTIFIABLE INFORMATION.

2.3 IT IS USER'S SOLE RESPONSIBILITY TO BACKUP ALL DATA, INCLUDING WITHOUT LIMITATION EDUCATION RECORDS AND PERSONAL INFORMATION, INPUT, SUBMITTED OR OTHERWISE PROVIDED THROUGH THE SERVICE BY USER, AND USER ACKNOWLEDGES AND AGREES THAT CLASS COMPOSER SHALL NOT BE RESPONSIBLE OR LIABLE FOR PROVIDING ANY COPIES THEREOF TO USER. IF USER IS USING THE SERVICE ON A FREE TRIAL BASIS, USER ACKNOWLEDGES AND AGREES THAT UPON CONCLUSION OR TERMINATION OF THE TRIAL PERIOD OR TERM, AND IN THE EVENT THE SITE LEADER TRANSFERS OWNERSHIP OR CONTROL OF THE SITE-WIDE ACCOUNT, ANY AND ALL DATA, INCLUDING WITHOUT LIMITATION EDUCATION RECORDS AND PERSONAL INFORMATION, INPUT, SUBMITTED OR OTHERWISE PROVIDED THROUGH THE SERVICE BY USER MAY BE DELETED AND DESTROYED, AND COPIES OF SUCH INFORMATION AND DATA MAY NOT BE AVAILABLE TO SHARE WITH USER.

2.4 The Service is controlled and operated from US-based facilities, and we make no representations that they're appropriate or available for use in other locations. If you access or use the Service from other jurisdictions, you understand that you're entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations.

### **Section 3. Term and Termination**

3.1 This Agreement shall commence on the date you complete the signup process (or in the case of a new user at an existing Site, when you complete the account verification process) and shall continue until terminated in accordance with the provisions herein. User may terminate this Agreement at any time by ceasing all use of the Service. Class Composer may terminate this Agreement and your access to the Service at any time, for any reason (including without limitation if User fails to comply with any term or condition of this Agreement, if applicable, or upon the expiration of the trial period designated by Class Composer in its sole discretion) and without notice to you. You understand and acknowledge that upon termination of your access to the Service, you will no longer have access to any materials, information or data, and all such materials,

information and data may be deleted or destroyed by Class Composer in its discretion.

3.2 Only teachers, administrators, staff, and employees of the School may use the Service on the School's behalf. Upon termination of your employment or relationship with the School your access to the Service shall immediately terminate.

#### **Section 4. Proprietary Rights**

The Service and any intellectual property, information, data or other materials furnished or provided to User by Class Composer ("Class Composer IP") in connection with this Agreement are the sole and exclusive property of Class Composer, and are available to User solely for purposes of User's use of and access to the Service in accordance with the terms of this Agreement. Without limiting the generality of the foregoing, User agrees that User shall not (i) modify, alter, adapt, translate, copy or create derivative works or any functionally similar service or software based on the Service or other Class Composer IP, or attempt to merge the Service or other Class Composer IP into any other program, software, or application; (ii) reverse-engineer or otherwise attempt to obtain or perceive the source code of the Service or other Class Composer IP (or any component thereof); (iii) build a competitive product service using all or any portion of the Class Composer IP; (iv) copy any ideas, features, functions or graphics of the Class Composer IP; or (v) remove, change or obscure any identification marks or notices of proprietary rights and restrictions on the Class Composer IP or any elements of the Class Composer IP.