



MySchoolAnywhere™

MySchoolAnywhere™ Services Terms of Agreement, Privacy Policy & Anti Spam Policy

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Terms of Agreement

By using the MySchoolAnywhere website ("Site") from Directory Solutions, Inc. ("Directory Solutions", "Company", "we", "us", "our") you, your organization and its officers and members ("Users", "You") agree to be bound by the following terms and conditions. Directory Solutions, Inc. reserves the right to change the Terms and Conditions at any time without notice, and your continued use of MySchoolAnywhere constitutes your consent to such changes.

1. Changes to these Terms

Our Company has the right, in its sole discretion, to add, remove, modify or otherwise change any part of these Terms in whole or in part, at any time. If we do so, we may notify you by email (sent to the email address you have provided us) or by means of a notice on this Site. Changes or modifications will be effective when notice of such change is emailed to you or posted on this Site. Please check these Terms frequently for updates by checking the date of the "Last Update" at the top of this document. If you do not agree to any of the amended Terms, you must stop using this Site and the Services immediately. Your continued use of this Site and the Services after any such changes are emailed or posted will constitute your acceptance of those changes or modifications.

2. Your User ID, Password and Accepting Updates



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If you register and subscribe for an account on this Site, you agree to (a) provide accurate, current and complete information as may be prompted by any registration forms on this Site; (b) maintain the security and confidentiality of your User ID and password; (c) accept all risks of unauthorized access to the registration forms, registration information, or any other information you provide to us; (e) immediately notify us of any unauthorized use of your registration information, User ID or password.

You have the sole discretion to allow your Users access to use the online directory portal. You are solely responsible to ensure the security and confidentiality of your Users passwords and you agree to and accept all risks of any unauthorized use or access to the online directory portal.

You are responsible for all activities that occur on your account, including the activity of any other account Users and your members.

This Site and the Services may periodically be updated with tools, utilities, improvements, third party applications, or general updates to improve and enhance the features and performance of this Site and the Services. You agree to receive these updates automatically as part of using this Site and the Services.

3. Cancellation of Services

You may cancel your account with us at any time. However, We will not refund any subscription fees that have already been billed and paid.

To cancel your account, you must email us at support@MySchoolAnywhere.com with your intention to cancel your account. You will then be contacted by one of our Company's representatives to confirm your cancellation.

4. Free Trial Period

We offer a free, no obligation thirty day trial ("Trial Period"). By the end of the Trial Period you must decide to purchase the Services in order to retain any data and User information that you have entered or uploaded during the Trial Period. Failure to purchase the Services will result in your User Content no longer being available to you. At the end of the Trial Period, if you have not purchased the Services you will no longer be able to login and you will not have access to any data or Customer information that you have entered or uploaded during the Trial Period.

5. Content Ownership, Copyright, Trademark

In these Terms the content available through this Site and the Services, including all information, data, written text, computer softwares, storage management, sharing and linking of media and/or document files, logos, designs, graphics, pictures, audio files,



other files, and their selection and arrangement, is called "Content". Content provided by Users is called "User Content".

User Content is the property of that User. Our Company's only right to that User Content is the limited licenses to it granted in these Terms. Those licenses are described in Section 6 of these Terms.

Other than the User Content, the Services, all Content and all software available on this Site or used to create and operate the Services is the property of Directory Solutions, Inc. or its licensors, and is protected by United States and international copyright laws, and all rights to the Services, this Site, the Content and all the software are expressly reserved.

The Site name, domain name, service name, company name, logos and other distinctive brand features of the MySchoolAnywhere website and Directory Solutions may not be copied, imitated or used without our prior written consent. Other services and company names mentioned on this Site may be the trademarks of their respective owners. Reference to any products, services, company names, processes or other information, by trade name, trademark or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by our Company.

As long as you meet the payment obligations and you comply with these Terms, we grant you a limited, non-exclusive, non-transferable license to use the Services and to view, copy and print the portions of the Content available to you through the Services. Such license is subject to these Terms, and specifically conditioned upon the following: (i) you may only view, copy and print such portions of the Content for your own use; (ii) you may not remove, obscure, or modify any proprietary rights notices (including copyright and trademark notices) which may be placed in the Content; (iii) you may not modify, distribute or create derivative works of the Content, or reproduce, distribute or display the Content except as expressly permitted in these Terms; (iv) you may not use any data mining, robots or similar data gathering or extraction methods; and (v) you may not use the Services or the Content other than for their intended purpose.

Except as expressly permitted above, any use of any portion of the Content without our prior written consent is strictly prohibited and will terminate the license granted in this Section, these Terms and your account with us. Any such unauthorized use may also violate applicable laws, including without limitation copyright and trademark laws. Unless explicitly stated herein, nothing in these Terms may be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. The license in this section is revocable by our Company at any time.

6. Content License from You



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You retain ownership over your User Content, however we do reserve the right to use your User Content to the extent necessary to operate this Site and provide our Services.

By entering, submitting, posting, displaying or distributing to or through this Site and the Services, you give us a non-exclusive, royalty-free, transferable license to use, reproduce, adapt, modify, perform, display, translate, create derivative works from such User Content, publish, distribute, share, transmit, and disclose any User Content. This license is for the sole purpose of enabling us to operate this Site and provide our Services.

We may from time to time use the services of affiliates, subsidiaries and/or third party service providers in the operation of this Site. You agree that this license includes a right for us to make such User Content available to affiliates, subsidiaries and/or third party service providers and to use such User Content for the provision of those services in the operation of this Site.

You represent and warrant to Directory Solutions that (i) you own and control all of the rights to the User Content that you post or otherwise distribute, or you otherwise have the lawful right to post, collect, use, disclose and distribute that User Content; and (ii) you have all the rights, power and authority necessary to grant the above license.

You are responsible for your User Content. We have no responsibility or liability for your User Content, or for any loss or damage your User Content may cause to you or other people. We are not responsible for the User Content you enter, use, store or post on this Site or the Services. Although we do not have any obligation to monitor your User Content, we have the absolute discretion to remove, screen or edit without notice any User Content posted, entered or stored on this Site, and we may do this at any time and for any reason. You are responsible for any User Content that may be lost or unrecoverable through your use of the Services. You are solely responsible for maintaining copies of and replacing any User Content you post or store on this Site. If you authorize third parties to access your User Content through the Services, you agree that we are permitted to provide to them the User Content for their use of the Services, and also agree that we have no responsibility or liability for their use of such User Content.

7. Proper Use of the Services

You agree that you will not use this Site or Services (i) in a manner that violates any local, state, national/federal, international law, regulation, or these Terms; or (ii) to engage in any activity that interferes with or disrupts this Site or the Services (or the servers and networks which are connected to this Site or the Services).

- By way of example, and not as a limitation, you will not, directly or indirectly:



- Harvest or otherwise collect information about others, including email addresses, without their consent;
- Use a false identity or forged email address or header, or otherwise attempt to mislead others as to your identity or the origin of your messages;
- Interfere with or disrupt networks or websites associated with the Directory Solutions, Inc. services or violate the regulations, policies or procedures of such networks;
- Attempt to gain unauthorized access to the Directory Solutions, Inc. website, Directory Solutions, Inc. services, other accounts, computer systems or networks associated with the Directory Solutions, Inc. services, through password mining or any other means;
- Interfere with another person's use and enjoyment of the Directory Solutions, Inc. services or use and enjoyment of similar services.

You agree not to access (or attempt to access) (i) any of the Services by any means other than through the interface that is provided by this Site and the Services; or (ii) any of the Services through any automated means (including use of scripts or web crawlers).

You agree not to use the Services to upload, post, distribute, link to, publish, reproduce, engage in or transmit any of the following, including but not limited to:

- Illegal, fraudulent, libelous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, harassing, offensive, invasive of privacy or publicity rights, inflammatory, inappropriate or objectionable information or content of any kind;
- Content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state/provincial, national/federal or international law;
- Content that would impersonate someone else or falsely represent your identity or qualifications, or that constitutes a breach of any individual's privacy, including posting images about any third party without their consent;
- Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party;
- Solicitations, political campaigning, or other unsolicited commercial communication or content;
- Virus, trojan horse, worm or other disruptive or harmful software or data; or
- Content that, in the sole discretion of Directory Solutions, is objectionable or which restricts or inhibits any other person from using or enjoying this Site or the Services, or which may expose our Company, its affiliates, subsidiaries, third party service providers, or Users to any harm or liability of any type.



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We reserve the right, but shall have no obligation, to investigate your use of the Services in order to determine whether a violation of these Terms has occurred or to comply with any local, state/provincial, national/federal or international law, regulation, legal process or government request.

Any use of this Site and the Services in violation of these Terms may result in, among other things, termination or suspension of your rights to use this Site and the Services.

8. Reliability and Security

Our Company is committed to protecting your personal information and any data you store. Keeping your information safe, secure and protected is the cornerstone of our business and an integral part of our commitment to our service. We put a great deal of effort into ensuring that our Service operates all the time and that it is a secure environment for your data. We use Secure Sockets Layer ("SSL") Encryption to ensure communication with this Site is secure. Access to this Site is controlled using encrypted passwords. Data is stored on servers behind robust firewalls and is backed up daily to remote locations.

However, no system is perfectly secure or reliable, the internet is an inherently insecure medium, and the reliability of hosting services, internet intermediaries, your internet service provider, and other service providers cannot be assured. When you use our Service, you accept these risks and we cannot guarantee (i) your access to our Services will be uninterrupted or error-free; and (ii) that our Services will be free from loss, corruption, viruses, worms, trojan horses and other harmful components, and free from interference, hacking or other security intrusions.

You should be sure to maintain copies on your system of any User Content entered, posted or stored on this Site. This will ensure that all User Content is available to you in the event of any loss or damage.

9. Anti-Spam Rules

You acknowledge that You have read our Anti-Spam Policy listed below. If you send emails to people who didn't specifically requested email from you, or if we get an unusual amount of Spam complaints, Directory Solutions will shut down your account effective immediately.

10. Right to review email

Directory Solutions, including our employees and independent contractors, are permitted to copy and transmit copies of the content from your email campaigns to



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develop algorithms, heuristics and computer programs ("Tools") to help us more efficiently spot problem accounts and to use such Tools, together with personal viewing by employees and or independent contractors, to uncover who violates either these Terms of Use or applicable law.

11. Disclaimer of Warranties

You understand that all warranties, express or implied, are disclaimed (including, but not limited to, the disclaimer of any implied warranties of merchantability and fitness for a particular purposes. Directory Solutions, Inc. is not liable for any indirect, special, incidental or consequential damages (including damages for loss of business, loss of profits, litigation, or the like), whether based on breach of contract, breach of warranty, tort (including negligence), product liability or otherwise, even if advised of the possibility of such damages. The negation of damages set forth above is a fundamental element of the basis of the bargain between Directory Solutions, Inc. and you. The Directory Solutions, Inc. services would not be provided without such limitations. No advice or information, whether oral or written, shall create any warranty, representation or guarantee not expressly stated in these Terms and Conditions. If you are dissatisfied with the Directory Solutions, Inc. services or any of these Terms and Conditions, your sole and exclusive remedy is to discontinue using the Directory Solutions, Inc. services immediately.

Some states do not allow the exclusion of all damages or indirect damages, and in such event, you agree that the limit of Directory Solution's liability shall be one hundred U.S. dollars.

12. Limitation of Liability and Indemnity

Your use of this Site, the Content and the Services is entirely at your own risk. You agree that our Company, its affiliates, subsidiaries, third party service providers, and their respective directors, officers, employees, agents, sponsors, contractors, advertisers, vendors or other partners, or any of their successors or assigns (collectively, the "Released Parties") will not be responsible or liable for any loss or damages whatsoever, including without limitation indirect, special or consequential



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damages or other damages (including without limitation damages for harm to business, loss of information, programs or data, loss of profit, loss of savings, loss of revenue), arising from or in connection with the use of, or the inability to use this Site, the Content, or the Services, or any linked website of a third party.

The limitations of liability and disclaimers in these Terms apply regardless of the form of action, whether in contract, warranty, civil liability, delict, quasi-delict, strict liability, negligence, or other tort and shall survive a fundamental breach or breaches, or the failure of the essential purpose of contract or the failure of an exclusive remedy.

You agree to defend, indemnify and hold harmless Directory Solutions and the other Released Parties from any claims, proceedings, actions, demands, damages, liabilities, costs, expenses arising out of you or your Users use of the Site, the Content and the Services, and from the use of the Site, the Content, and the Services by any person to whom you give access to your account, including any claims made by any person that any of your User Content or your Customers' User Content infringes the rights, including the intellectual property rights, of any third party.

13. Termination and Changes to this Site and the Services

We may terminate, change, modify, suspend, or discontinue any aspect of this Site or the Services, including (i) changing the availability of any features at any time without notice or liability; (ii) pre-screening, reviewing, filtering, removing, adding, modifying or otherwise changing any or all the Content from this Site and the Services; (iii) imposing limits on the Services; (iv) terminating any or all the Services (temporarily or permanently) and terminating your license to use the Services, or any portion thereof; and (v) restricting your access to parts or all of the Services without notice or liability for any reason whatsoever. The aforementioned applies to you and to any third party to whom you have granted access to the Services and your User Content through this Site and Directory Solutions.

Directory Solutions, Inc. reserves the right to terminate your account for the violation of any of these terms at any time and without notice.

14. General

These Terms constitute the entire agreement between you and Directory Solutions regarding your use of this Site, the Content and the Services, and replaces all prior understandings, communications and agreements, oral or written, regarding your use of them.



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If any part of these terms are deemed invalid, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. You cannot assign any of your rights or transfer ownership hereunder to any party without our prior written approval and any such attempted assignment will be void and unenforceable. However, we may assign or transfer any or all of its rights hereunder to any party without your consent to (a) an affiliate; (b) another company through a sale of assets by our Company; or (c) a successor by merger.

You agree to the terms of the Directory Solutions, Inc. Privacy Policy listed below.

15. Governing Law and Jurisdiction

You agree that these Terms and Conditions shall be treated as though they were executed and performed in Westlake Village, California, and shall be governed by and construed in accordance with the laws of the State of California (without regard to conflict of law principles). All legal proceedings arising out of or in connection with these Terms and Conditions, related to the use of Directory Solutions, Inc. applications shall be brought solely in Westlake, California.

If you have any questions regarding these Terms or your use of this Site and the Services, please contact us at support@MySchoolAnywhere.com

[Privacy Policy](#)

[Summary](#)

Directory Solutions respects each individual's right to personal privacy. This Privacy Policy is designed to assist you in understanding how Directory Solutions will collect, use and safeguard any personal information you provide. We will collect and use information only in the ways disclosed in this statement. All user information contained within any form you may use or build is governed by Directory Solutions Terms and Conditions.

[Security](#)

Directory Solutions has implemented processes intended to protect user information and maintain security of data. Each account holder is assigned a unique user name and



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password, which is required to access their account. It is your responsibility to protect the security of this login information. We have attempted to protect Directory Solutions servers by locating them in areas with security procedures, use of firewalls and implementing other generally available security technologies. These safeguards help prevent unauthorized access, maintain data accuracy, and ensure the appropriate use of data, but no guarantee can be made that your information and data will be secure from intrusions and unauthorized release to 3rd parties.

Application Data

As part of the MySchoolAnywhere, we store data that was collected from our forms. We respect the privacy of all users, and consider all data that is collected to be private. Your information is used strictly for internal purposes, and Directory Solutions, Inc. will not distribute or sell your information to a 3rd party, except as disclosed in this statement.

Account Information

We collect email addresses from those who contact us via email, and ask for information such as your email address and name when you sign up for an account with Directory Solutions, Inc. The information we collect is not distributed or sold to a 3rd party. It will only be used to communicate with you about your account, and you may update your account information at any time.

Web Server Logs

For statistical purposes, Directory Solutions will gather certain information automatically and store it in log files. These log files contain standard information collected by web servers, such as client IP addresses, browser type, internet service provider (ISP), operating system, etc. This information is only used internally, and is not distributed or sold to a 3rd party. Directory Solutions, Inc. uses this information, which does not identify individual users, to analyze trends, to administer our website and to gather demographic information about its user base as a whole. Directory Solutions does not link this automatically collected data to personally identifiable information.

Disclaimer

However, any information collected by Directory Solutions, Inc. may be shared if it is necessary to investigate, prevent or prosecute illegal activities, suspected fraud, violations to the Terms and Conditions, or as otherwise required by law or a valid government request (including, but not limited to, search warrants, subpoenas or court orders). Directory Solutions may also share information if it is acquired by or merged with another company. In this event, Directory Solutions will notify you before information is transferred and becomes subject to a different privacy policy. Directory



Solutions reserves the right to use and disclose any information collected that is not in personally identifiable form.

Third-party Websites

Directory Solutions is not responsible for the practices employed by websites linked to or from the Directory Solutions website, nor the information or content contained therein. Browsing and interaction on any other website is subject to that website's own rules and policies.

Changes

Directory Solutions reserves the right to modify this privacy policy at any time, so please review it frequently. If material changes are made to this policy, we will notify you here, by email, or by means of a prominent notice on the Directory Solutions website home page.

Compliance with Children's Online Privacy Protection Act

As a business service, Directory Solutions does not target its offering toward, and does not knowingly collect any personal information from users under eighteen (18) years of age.

Terms of Use

Your use of the MySchoolAnywhere is governed by our Terms and Conditions which contains disclaimers, limitations of liability and a choice of California law and jurisdiction.

Email Service Anti-Spam Policy

You agree to the following anti-spam policy rules:

1 - You may not use third party mailing lists

Email can only be sent via opt-in lists managed in the MySchoolAnywhere software product. Email cannot be sent to lists that have been acquired (bought or loaned) from a third party, no matter what the claim regarding quality or permission. Email cannot be sent to lists that have been manually or automatically scraped or copied from the web or



any other system (online or offline). Just because people publish their email address does not mean they want to be contacted.

2- You may only send emails to people that have explicitly granted their permission to receive your email

Email can only be sent to people who willingly join your organization or subscribe to your website using an online or offline form. Email can only be sent to people who give explicit, provable permission to be contacted.

3 - You will ensure that emails don't generate an unacceptable level of Spam complaints

The subject line must not be deceptive, and thus mislead the recipient about the purpose and content of the message. Promotional terms and accented sentences must be avoided; the content of the message must correspond to what the recipient expects. It is not permissible to send emails related or using the lexical field of the following activities: gambling, betting, lead sales, adult content, pharmaceutical, work-at-home offers promoting "get rich quick", "build your wealth" and "financial independence" and any illegal products or services as defined in paragraph 6.

4 - You will include a method to unsubscribe in every email sent

Your message must include a clear and conspicuous explanation of how the recipient can opt out of getting email from you in the future. The notice must be crafted in a way that is easy for an ordinary person to recognize, read, and understand. Unsubscription must be activated immediately and from that moment no further emails may be sent to that recipient.

5 - You will include in each email the name and status of the sender

Email must not contain any false or misleading header information. "From," "To," "Reply-To," – including the originating domain name and email address – must be accurate and clearly identify the person or organization who initiated the message.

6 - You will not send any illegal or illicit information

Email must not include or display any information or content that contains, promotes, references, or links to illegal, libelous, defamatory, pornographic, sexually explicit activities or violence against any individual or group and more generally affecting human rights. In addition, it is absolutely forbidden to send emails promoting in any way unlawful or illegal activities such as but not limited to : gambling, sexual, adult orientated information, weapons and any explosives, tobacco or tobacco-related, drugs (illegal or



prescription), political, hacking, software piracy. Finally email must not contain any information or content otherwise deemed unsuitable to Directory Solutions or harmful to the reputation of Directory Solutions or its affiliates, partners, customers and users.