## Arlington Science Focus School - Privacy Policy and Terms of Service

Roro Designs, LLC ("us", "we", or "our") operates the https://www.schoolhouse.directory website (schoolhouse.directory), which is a platform provided to Arlington Science Focus School PTA ("ASFS PTA") which in turn creates accounts for teachers, parents, and other members of their communities (the "Service"). The following privacy policy and terms of service apply to all account holders, as well as visitors and others who wish to access or use schoolhouse.directory ("Users", "User").

Access to and use of schoolhouse.directory is conditioned upon Users' acceptance of and compliance with the Privacy Policy and Terms of Service ("Terms"). By accessing or using schoolhouse.directory Users agree to be bound by the Privacy Policy and Terms. If a User disagrees with any part of the Privacy Policy and/or Terms then the User does not have permission to access schoolhouse.directory.

# **Privacy Policy**

This page informs you of our policies regarding the collection, use and disclosure of Personal Information when you use our Service. We will not use or share your information with anyone except as described in this Privacy Policy. By using the Service, you agree to the collection and use of information in accordance with this policy. Unless otherwise defined in this Privacy Policy, terms used in this Privacy Policy have the same meanings as in our Terms of Service, accessible at https://www.schoolhouse.directory.

#### **Personal Information**

We use your Personal Information for providing the Service. First name, last name, and email address are required for any parent or teacher accessing the directory. Student information which may be included in a directory are: student name, grade, homeroom teacher, and academic team. Parent contact information which may be included are: street address, city, state, zip code, home phone, mobile phone.

## Log Data

We collect information that your browser sends whenever you visit our Service ("Log Data"). This Log Data may include information such as your computer's Internet Protocol ("IP") address, browser type, browser version, the pages of our Service that you visit, the time and date of your visit, the time spent on those pages and other statistics.

#### Cookies

Cookies are files with a small amount of data, which may include an anonymous unique identifier. Cookies are sent to your browser from a web site and transferred to your device. We use cookies to manage User sessions and ensure that sessions time-out properly.

You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. The Help feature on most browsers provide information on how to accept cookies, disable cookies or to notify you when receiving a new cookie.

If you do not accept cookies, you may not be able to use some features of our Service and we recommend that you leave them turned on.

# **Service Providers**

We will rely on one or more subcontractors to perform services under our Terms. We agree to share the names of these subcontractors with Users upon request. All subcontractors and successor entities of schoolhouse.directory are obligated to abide by our Terms.

## Compliance with Laws

We will disclose your Personal Information where required to do so by law or subpoena or if we believe that such action is necessary to comply with the law and the reasonable requests of law enforcement or to protect the security or integrity of our Service.

Our services are designed to be used by U.S. audiences and are governed by and operated in accordance with the laws of the U.S. If you are not a U.S. citizen or do not reside in the U.S., you voluntarily consent to the use of your Personal Information in the U.S. and agree to waive any claims that may arise under your own national laws.

## Security

The security of your Personal Information is important to us, and we strive to implement and maintain reasonable, commercially acceptable security procedures and practices appropriate to the nature of the information we store, in order to protect it from unauthorized access, destruction, use, modification, or disclosure. However, please be aware that no method of transmission over the internet, or method of electronic storage is 100% secure and we are unable to guarantee the absolute security of the Personal Information we have collected from you.

### **Links to Other Sites**

Our Users may post content that contains links to third party web sites or services that are not owned or controlled by us.

We have no control over, and assume no responsibility for the content, privacy policies, or practices of any third party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

Users acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third party web sites or services.

## **Changes to This Privacy Policy**

This Privacy Policy will remain in effect except with respect to any changes in its provisions in the future, which will be in effect immediately after being posted on this page. The ASFS PTA will be notified in advance of any proposed changes to this policy for the purpose of review and acceptance.

## **Terms of Service**

### Data

"Data" include all Personally Identifiable Information (PII) and other non-public information. Data include, but are not limited to directory data, metadata, and User content.

### **Data Collection and Use**

We will only collect and use Data necessary to fulfill our duties as outlined in these Terms. Please see our privacy policy for further details on what PII is collected and how it is used.

## **Data Mining**

We are prohibited from mining Data stored in schoolhouse.directory for any purposes other than those agreed to by the ASFS PTA. Data mining or scanning of User content for the purpose of advertising or marketing to students or their parents is prohibited.

### **Data Sharing**

We will rely on one or more subcontractors to perform services under these Terms. We agree to share the names of these subcontractors with Users upon request. All subcontractors and successor entities of ours are obligated to abide by our Terms of Service and Privacy Policy.

### **Data Transfer or Destruction**

Two weeks after an account is removed, we will destroy all Data associated with that account in our possession and in the possession of any subcontractors or agents to which we have transferred Data. At the request of the ASFS PTA, we will destroy or transfer the ASFS PTA's Data in our possession and in the possession of any subcontractors or agents to which we have transferred Data.

### **Data De-Identification**

We may use de-identified Data for product development, research, or other purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, we agree not to attempt to reidentify deidentified Data and not to transfer de-identified Data to any party unless that party agrees not to attempt reidentification.

## Marketing and Advertising

We do not market through schoolhouse.directory any products or services to students and parents and do not provide any in-software advertisements.

## **Modification of Terms of Service**

We will not change how Data are collected, used, or shared under these Terms in any way without advance notice to and consent from the ASFS PTA with which we work.

## Rights and License in and to Data

All rights, including all intellectual property rights, shall remain the exclusive property of the Data owner, and we have a limited, nonexclusive license solely for the purpose of performing our obligations as outlined in these Terms. We have no rights, implied or otherwise, to Data, content, or intellectual property, except as expressly stated in these Terms. This includes the right to sell or trade Data.

#### **Data Access**

Any Data held by us will be made available to the ASFS PTA upon request by the ASFS PTA. At any time, a parent may access all Data specific to their student through schoolhouse.directory.

## **Data Security**

We will store and process Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and use. We will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. We will provide prompt notification to the ASFS PTA in the event of a security or privacy incident.

### **User Content**

schoolhouse.directory allows Users to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material ("Content"). Users are responsible for the Content they post on or through schoolhouse.directory, including its legality, reliability, and appropriateness.

By posting Content on or through schoolhouse.directory, Users represent and warrant that: (i) the User owns the content and/or has the right to use it and the right to grant us the rights and license as provided in these Terms, and (ii) that the posting of the User's Content on or through schoolhouse.directory does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity. We reserve the right to terminate the account of anyone found to be infringing on a copyright.

We take no responsibility and assume no liability for Content Users post on or through schoolhouse.directory. Users are responsible for the ways in which their Content is published through schoolhouse.directory. We assume no responsibility for how the Content is shared by Users.

A User may delete his or her content at any time. If deleted, the content is completely removed from the system and will no longer be available to the User or to anyone with whom the User shared the content via schoolhouse.directory.

We have the right but not the obligation to monitor all Content provided by Users.

## **Our Content**

Content created by our employees is our property and may only be used as intended as part of our services or with permission. Content created by our employees may include software, all informational text, software documentation, design of and "look and feel," layout, photographs, graphics, audio, video, messages, design and functions, files, documents, images, or other materials, whether publicly posted or privately transmitted as well as all derivative works thereof. Users may not distribute, modify, transmit, reuse, download, upload, repost, copy, reverse engineer, or use our Content in any other way, whether in whole or in part, for commercial purposes or for personal gain, outside of Content's intended purposes without express advance written permission from us.

### Communications

The primary purpose of schoolhouse.directory is to facilitate communication. Communication may take place via email and text messaging. The ASFS PTA is responsible for obtaining permission to communicate in this way with their community. Users may opt-out of these communications in their account settings at any time.

### Accounts

The ASFS PTA creates accounts for its community members, including teachers and parents.

All Users sign in with a User ID and a password. User IDs consist of the User's email address. Users may update their password as needed at any time. The ASFS PTA may choose whether to grant direct edit access to Users' directory information.

Each account holder is responsible for maintaining the confidentiality of his or her account and password, including but not limited to the restriction of access to his or her computer and/or account. Each account holder agrees to accept responsibility for any and all activities or actions that occur under his or her account and/or password, whether his or her password is with schoolhouse.directory or a third-party service. Account holders must notify us immediately upon becoming aware of any breach of security or unauthorized use of his or her account.

## **User Restrictions**

Please note that under the law, PTAs are non-profit organizations and must abide by certain regulations to maintain their non-profit status. Directory information shall only be shared with parents, students and school staff. Information contained herein shall not be used for marketing, sales, or political purposes by any member of the ASFS community.

Each User agrees that he or she will not under any circumstances:

- -post any information that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable and offensive;
- -use schoolhouse.directory for any unlawful purpose or for the promotion of illegal activities;
- -attempt to, or harass, abuse or harm another person or group;
- -use another User's account without permission;
- -provide false or inaccurate information when registering an account;
- -interfere or attempt to interfere with the proper functioning of schoolhouse.directory;
- -make any automated use of the system, or take any action that we deem to impose or to potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure;
- -bypass any robot exclusion headers or other measures we take to restrict access to schoolhouse.directory or use any software, technology, or device to scrape, spider, or crawl schoolhouse.directory or harvest or manipulate data; or
- -publish or link to malicious content intended to damage or disrupt another User's browser or computer.

## Links to Other Web Sites

schoolhouse.directory Users may post content that contains links to third party web sites or services that are not owned or controlled by us.

We have no control over, and assume no responsibility for the content, privacy policies, or practices of any third party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

Users acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third party web sites or services.

## **Account Suspension and Termination**

We may suspend an account and bar access to schoolhouse.directory immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms. We will immediately notify the ASFS PTA of the suspension and the reason for it. The ASFS PTA will still have access to the account.

If a User wishes to terminate his or her account, the User must contact the ASFS PTA. All provisions of the Terms by their nature should survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

#### Indemnification

Each User agrees to defend, indemnify and hold harmless us and our licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) his or her use and access of schoolhouse.directory, by him or her or any person using his or her account and password; b) a breach of these Terms, or c) Content posted on schoolhouse.directory.

### **Limitation of Liability**

In no event shall we, nor our directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) a User's access to or use of or inability to access or use schoolhouse.directory; (ii) any conduct or content of any third party on schoolhouse.directory; (iii) any content obtained from schoolhouse.directory; and (iv) unauthorized access, use or alteration of a User's transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not schoolhouse.directory has been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

## **Disclaimer**

Use of schoolhouse.directory is at the sole risk of the User. schoolhouse.directory is provided on an "AS IS" and "AS AVAILABLE" basis. It is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of fitness for a particular purpose, non-infringement or course of performance.

We, our subsidiaries, affiliates, and our licensors do not warrant that a) the system will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) schoolhouse.directory is free of viruses or other harmful components; or d) the results of using schoolhouse.directory will meet the User's requirements.

### **Exclusions**

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability or indemnification for consequential or incidental damages, so the limitations above may not apply to you.

### Governing Law

These Terms shall be governed and construed in accordance with the laws of Virginia, United States, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us and schoolhouse.directory Users regarding our service, and supersede and replace any prior agreements.

# **Contact Us**

If you have any questions about these Terms, please contact us at support@schoolhouse.directory.

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