

Veracross Product Terms of Service

Version 1.0, effective January 2026

Acceptance of the Terms of Service

These Terms of Service, together with any documents they expressly incorporate by reference (collectively, the “**Agreement**”) are a legal agreement between you (“**you**,” “**user**,” “**Teacher**,” “**School Employee**,” “**Parent**,” or “**Student**”) and Veracross LLC (“**Veracross**,” “**we**,” “**our**,” or “**us**”), having its head office at 701 Edgewater Drive, Wakefield, MA 01880.

Please read these Terms of Service carefully before using the Services (as herein defined) offered by Veracross, which owns and operates the Product (as herein defined). **BY REGISTERING TO USE THE SERVICES, YOU AGREE THAT YOU HAVE READ AND AGREE TO BE BOUND AND ABIDE BY AND A PARTY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND OUR PRIVACY POLICY FOR THE SERVICES, FOUND [HERE](#), INCORPORATED HEREIN BY REFERENCE, TO THE EXCLUSION OF ALL OTHER TERMS.** If you do not unconditionally agree to all the terms and conditions of this Agreement, you have no right to access or use the Services. Use of the Services is expressly conditioned upon your assent to all the terms and conditions of this Agreement, to the exclusion of all other terms. If the terms of this Agreement are considered an offer, acceptance is expressly limited to such terms.

PLEASE NOTE: IF YOU ARE UNDER THE AGE OF 18, YOU MUST HAVE YOUR PARENT REVIEW AND AGREE TO THE TERMS OF SERVICE BELOW. IF YOUR PARENT DOES NOT READ AND AGREE TO THESE TERMS, YOU DO NOT HAVE PERMISSION TO USE THE SERVICES.

Thank you for your interest in using Veracross’ Services. This agreement contains both terms that apply to you as a general user of the Services, as well as terms that may apply to you as a specific type of user of the Services, whether as a Teacher, a School Employee, a Parent, or a Student.

By using our Services, you represent and warrant to Veracross that:

1. You are an individual and not a corporation;
2. You are at least 18 years of age or, if you are not at least 18 years of age, your parent or legal guardian has reviewed and agreed to this Agreement on your behalf;
3. You are either a Teacher, a School Employee (Faculty, Staff, or similar), a Parent, or a Student, who wishes to use the Services;
4. All registration information you submit is accurate and truthful;

5. You will maintain the accuracy of such information; and
6. If you are accepting this Agreement on behalf of an institution, company, or other legal entity, you have the authority to bind that institution, company, or legal entity to this Agreement. You also certify that you are legally permitted to use and access the Services, and you take full responsibility for the selection, use of, and access to the Services.

This Agreement is void where prohibited by law, and the right to access the Services is revoked in such jurisdictions.

1. Definitions

As used in this Agreement, the following terms shall have the following definitions, regardless of whether used in their singular or plural form:

1. **“Agreement”** shall mean these Terms of Service.
2. **“Consent”** shall mean advance written consent from all parents whose children will be accessing the Services.
3. **“Community Site”** shall mean the platform used by Veracross to provide support and associated resources to users of the Product and Services.
4. **“Content”** shall mean all materials displayed or performed as part of the Services, including but not limited to text, graphics, images, videos, and any other intellectual property owned by Veracross LLC. Content does not include any User Submissions, Education Records, or Personally Identifiable Information.
5. **“Education Records”** shall have the meaning ascribed to it by the Family Educational Rights and Privacy Act (FERPA), and include records, files, documents, and other materials that contain information directly related to a student, and that are maintained by an educational agency or institution or by a person acting for such agency or institution (see).
6. **“Parent(s)”** shall be defined as
 - the lawful and natural father or mother of a minor
 - the lawfully adoptive father or mother of a minor, or
 - the legal guardian of a minor, who is a student at a School.

Parent accounts are set up and managed by a School Employee from within the Product and cannot be created in any other way.

7. **“Personal Information”** shall have the meaning ascribed by the Children's Online Privacy Protection Act (COPPA), and include individually identifiable information such as: first and last name; physical address; online contact information; user name; telephone number; Social Security number; persistent identifier that can be used to recognize a user over time and across different websites or online services; media containing a child's image or voice; and geolocation information sufficient to identify street name and name of a city or town (see [16 CFR § 312.2](#)).

8. **“Personally Identifiable Information”** shall have the meaning ascribed by the Family Educational Rights and Privacy Act (FERPA), and include information that can be used to distinguish or trace an individual’s identity either directly (such as a student’s or other family member’s name) or indirectly (such as a student’s date of birth, place of birth, or mother’s maiden name) (see [34 CFR § 99.3](#)).
9. **“Privacy Policy”** shall mean Veracross’ current [Product Privacy Policy](#), as indicated, which can be consulted <https://trust.veracross.com> as amended, supplemented, restated, and/or updated from time to time.
10. **“Product”** shall mean the Veracross software web-based applications as well as mobile, and/or tablet applications accessible at application stores, including but not limited to the Apple App and Android Store(s).
11. **“Product Website”** shall mean the areas of the [veracross.com](#), [veracross.eu](#), [veracross.au](#), and other relevant websites from where the User accesses and uses the Services area, including any content or functionality offered on or through them, but not including the Product.
12. **“School”** shall mean the educational institution that is a customer of Veracross and that provides Students, Teachers, Parents, and School Employees access to the Product and Services
13. **“School Employee”** shall mean any School employee who is authorized to use the Services and may include members of school administration and employees or agents of the School working within the School.
14. **“Services”** shall mean the Veracross Product, Product Websites, Community Site, and domain name, all other websites and domain names affiliated with Veracross and any other linked pages, features, content, or mobile application services offered from time to time by Veracross, and shall include, without limitation, any service Veracross performs for you and the Content offered by Veracross on the Product, Product Websites, the Community Site, or any other platform associated with the Services.
15. **“Service Breach”** shall mean, a) User(s) has breached the terms and conditions of this Agreement and/or of the EULA; b) User(s) use of the Services disrupts or poses a security risk to the Company or to any other customer or vendor of Company; or c) User(s) is using the Services for fraudulent or illegal activities.
16. **“Student”** shall mean any user who is registered as a student in the Product. Student accounts are set up and managed by a School Employee from within the Product and cannot be created in any other way.
17. **“Teacher”** shall mean any user who is registered as a teacher in the Product and may include teachers, paraprofessionals, aides, substitute teachers, behavior specialists, or other faculty employees working with students. Teacher accounts are set up and managed by a School Employee from within the Product and cannot be created in any other way.
18. **“Third Party Integration Partner(s)”** shall mean any third-party platform which is integrated with the Product or which the Product is integrated with to exchange data, which may include Content and Personal Information and/or Personally Identifiable Information, between the platforms. Integration purposes may

include rostering, single sign-on (SSO), and awarding/removal of points. No integration of the Product will be established with a Third-Party Integration Partner without the permission of the School or district administration. A list of Third-Party Integration Partners can be obtained by contacting us at privacy@veracross.com.

19. **“User”** shall mean any user contemplated by this Agreement, including Teacher, Student, Parent, and/or School Employee users.
20. **“User ID”** shall mean a password and username for the User’s access to the Services.
21. **“User Submissions”** shall mean any information or media posted by or on behalf of the User via the Product, the Product Website, the Community Site, or any Third-Party Integration Partner(s), including, but not limited to, in-Product communications, text, graphics, images, files, and other content or media.

2. Ownership of and Access to the Services

1. The Services are owned and operated by Veracross.
2. Veracross hereby grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use and access the Services for the purposes set forth herein.
3. Veracross may change, suspend or discontinue all or any part of the Services at any time, may impose limits on certain features and services, or may restrict your access to parts or all of the Services without notice or liability except as and to the extent otherwise provided in the agreement between Veracross and the School.
4. Veracross reserves the right, in its sole discretion, to modify this Agreement at any time. Any changes will be communicated in accordance with the notification practices as outlined in the [Privacy Policy](#). You shall be responsible for reviewing and becoming familiar with any such modifications. Your use of the Services following such notification constitutes your acceptance of the terms and conditions of this Agreement as modified.
5. You shall be responsible for obtaining and maintaining any equipment or ancillary services needed to connect to, access, or otherwise use the Services, including, without limitation, modems, hardware, software, internet access, and telephone service, and shall be responsible for ensuring that such equipment or ancillary services are compatible with the Services.
6. You shall ensure that all persons who access the Services through your internet connection are aware of this Agreement and comply with it.
7. You acknowledge that you are responsible for the security of your user ID and password and agree to keep these confidential. In addition, if you are a School Employee, you agree not to issue Student, Parent, or School Employee access in

an insecure manner, or to Students or Parents of Students who are not part of your School.

3. Scope and Term

1. Teacher User

You are authorized under this Agreement to use the Services in accordance with the terms of the agreement between Veracross and the School in which you teach.

2. Parent User

You are authorized under this Agreement to use the Services in accordance with the terms of the agreement between Veracross and the School that the Student for whom you act as a Parent is associated with.

3. Student User

You are authorized under this Agreement to use the Services in accordance with the terms of the agreement between Veracross and the School in which you are enrolled as a Student.

4. School Employee User

You are authorized under this Agreement to use the Services in accordance with the terms of the agreement between Veracross and the School of which you are a School Employee.

4. School Employee's Role and Responsibilities

1. Role as School Employee

1. You acknowledge that as a School Employee you may be responsible for granting access to the Services to other School Employees, Teachers, Students, or Parents working within the school system at the School under an agreement with Veracross to receive the Services. You agree that access to the Services will not be granted outside yourself, Teachers, Students and their Parents, or other School Employee users (if applicable).
2. You acknowledge and agree to supervise all Users' access to the Services in order to ensure that the Services will be used in accordance with this Agreement.
3. Veracross recommends that you provide or make otherwise accessible a copy of these Terms of Service and a copy of the [Privacy Policy](#) for each Parent of all Students under the age of 13 years.

4. You may be responsible for issuing invitations to participate in the Services to Students, Teachers, other School Employees, or Parents, thereby giving them access to the Student information for their child, children, or any minor for whom they are legally responsible. You agree that you will not issue such invitations to anyone other than the Teachers, other School Employees, or Parents of your Students as defined in this Agreement. You acknowledge that these invitations are designed to grant access to the personal information of the related Student(s), and that failure to comply with this section will be a breach of the Veracross Agreement.
5. You agree that you will execute your responsibilities in the immediately preceding section in a diligent, fair, and equitable manner without misuse or abuse of the power. Veracross reserves the right to terminate access by any School Employee who Veracross determines has misused or abused this power. Veracross shall have complete and final authority in this matter.

2. Notice to Users in the United States Regarding COPPA and Parental Consent

1. Under the United States' Children's Online Privacy Protection Act (COPPA), online service providers such as Veracross must provide parental notification and obtain verifiable parental consent before collecting personal information from children under the age of 13, except in limited situations (for exceptions to this consent requirement, please see [16 CFR § 312.5\(c\)](#)). Except as expressly set forth below in this Section 4.2 and in our [Privacy Policy](#), Veracross does not knowingly collect such personally identifiable information from a child under the age of 13.
2. As outlined in our Privacy Policy, Veracross may collect certain personal information, such as a Student's first and last name, username, and email address, but only for the benefit of the School in terms of the Student's participation in using the Services and for no other commercial purpose. If you believe that information from a Student under the age of 13 has been provided in violation of these terms, please contact us at privacy@veracross.com.
3. If you are a School Employee and your School has not already obtained parental consent as required under COPPA, you agree to obtain parental consent for online collection of personal information from children under 13. When obtaining Consent, you must provide Parents with a copy of our Parental Consent Form. A sample consent form can be found [here](#).

As a School Employee, you must keep signed Consents on file and provide them to Veracross upon our request. For more information on COPPA,

please see: <https://www.ftc.gov/tips-advice/business-center/privacy-and-security/children%27s-privacy>.

4. You acknowledge that Veracross is not required to obtain consent directly from Parents under COPPA, and that Veracross can presume that your authorization for the collection of Students' personal information is based upon you having obtained the Parents' consent.

5. Privacy and Security

1. You and Veracross agree to comply with the requirements of all applicable privacy and security laws, including, but not limited to, COPPA, the Family Educational Rights and Privacy Act (FERPA), and other applicable laws in the United States and other countries in which Users at your School are based.
2. You acknowledge and agree that, to the extent necessary to provide the Services and fulfill its duties as outlined in this Agreement, Veracross may receive, collect, and process Student Education Records and/or Personally Identifiable Information as a School Official (as defined by FERPA) with a legitimate educational interest under FERPA. Veracross acknowledges and agrees that ownership of such records and/or information will remain with the School, Parent, and/or Student, as applicable.
3. For information regarding Veracross's treatment of Personal Information / Personally Identifiable Information and other User data, please review our [Privacy Policy](#) hereby incorporated into this Agreement by reference. hereby incorporated into this Agreement by reference.
4. For more information, see our [Trust Center](#).

6. Content and User Submissions on Services

Content

1. The Services and Content are intended solely for the educational use of Users and may only be used in accordance with the terms of this Agreement. Content is protected by U.S. and international copyright and other intellectual property laws.
2. You shall abide by all copyright notices, trademark rules, information, and restrictions contained in any Content accessed through the Services and, except as expressly provided in this Section 6, you shall not use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell, or otherwise exploit for any purposes whatsoever any Content or third party submissions or other proprietary rights not owned by you (i) without the express prior written consent of the respective owners, and (ii) in any way that violates any third party right.

3. The Product, Community Site, and Website are protected by copyright as collective works and/or compilations under U.S. and international copyright laws as well as international conventions. Except as expressly provided in this Section 6, you may not modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works based on, distribute, perform, display, or in any way exploit, any of the Content, software, materials, or Services in whole or in part.
4. Copying or storing of any Content other than for the purposes permitted by this document is expressly prohibited without prior written permission from Veracross or from the copyright holder identified in such Content's copyright notice.

User Submissions

1. In the course of using the Services, Teacher, Parent, Student and/or School Employee users may post or upload User Submissions to the Product. Teacher, Parent, Student and/or School Employee as applicable shall be solely responsible for such User Submissions and the consequences of posting, publishing or distributing User Submissions on or through our Product.
2. Information and content uploaded to the Product may be visible to other Users and may also be used by Veracross, but only in connection with providing the Services and in accordance with these terms and our [Product Privacy Policy](#).

Content and User Submission Responsibilities

1. All User Submissions must comply with the requirements of all applicable privacy and security laws, including, but not limited to, COPPA, the Family Educational Rights and Privacy Act (FERPA), and all other applicable U.S. and international laws and regulations.
2. In addition, you accept sole responsibility to ensure that any User Submissions that you post, publish, or distribute on or through the Product meet the following guidelines:
 - User Submissions must not include any communication or solicitation designed or intended to obtain password, account, or private information from any User of the Services.
 - User Submissions must not include any illegal material, including any material that may be considered threatening or obscene.
 - User Submissions must not include any software or code executed from within the Services.
3. You hereby grant to Veracross a non-exclusive, royalty free, perpetual, and revocable right to use your User Submission(s) within the Services and to make them available to other Users at the School as directed by the School, subject to

the terms of our [Product Privacy Policy](#). Furthermore, subject to the terms of our Product Privacy Policy, you grant each User of the Services at the School a non-exclusive license to access your User Submissions through the Services, and to use, modify, reproduce, distribute, prepare derivative works of, display, and perform such User Submissions as directed by the School and permitted through the functionality of the Services and under this Agreement. Furthermore, you understand that Veracross retains the right to reformat, modify, create derivative works of, excerpt, and translate any User Submissions submitted, as directed by the School, subject to the terms of the Product Privacy Policy.

4. You understand that all information posted by Students, Teachers, Parents and/or School Employees on the Product or privately transmitted by Users through the Services is the sole responsibility of the person from which such information originated and that Veracross will not monitor and will not be liable for any errors or omissions in any User Submissions.

5. You understand that Veracross cannot guarantee the identity of any other Users with whom Student, Teacher, Parent, and/or School Employees may interact in the course of using the Product. Additionally, Veracross cannot guarantee the authenticity of any data that Users of the Product may provide about themselves or any other subject.

6. You acknowledge that all Content accessed by you using the Services is at your own risk and you will be solely responsible for any damage or loss to any party resulting therefrom. Under no circumstances will Veracross be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred in connection with use of or exposure to any Content posted, emailed, accessed, transmitted, or otherwise made available via the Services.

7. You acknowledge that you are responsible for the security of your User ID and password and agree to keep these confidential.

7. Your Warranties

1. You shall be solely responsible for your User Submissions and the consequences of posting, publishing, or distributing your User Submissions on or through the Services. In connection with each User Submission by you, you affirm, represent, and warrant that: **(i)** you own or have the necessary licenses, rights, consents, and permissions to use and authorize us to use all patent, trademark, trade secret, copyright, or other proprietary rights in and to any and all such submissions to enable inclusion and use of such submissions in the manner contemplated by us and these Terms; and **(ii)** you have the written consent, release, and/or permission of each and every identifiable individual person in such submissions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of such submissions in the manner

contemplated by us and these Terms. In furtherance of the foregoing, you agree that you will not: **(i)** submit User Submissions that are copyrighted, protected by trade secret, or otherwise subject to third party proprietary rights, including privacy (e.g. COPPA, FERPA, etc.) and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post and distribute the material and to grant us all of the rights granted herein; **(ii)** publish falsehoods or misrepresentations that could damage us or any third party; **(iii)** use the Services, including any Content thereon, to harm minors or anyone in any way; **(iv)** impersonate any person or entity, including, but not limited to, any of our officials, or falsely state or otherwise misrepresent your affiliation with a person or entity; **(v)** submit material that is unlawful, obscene, defamatory, libelous, threatening, harmful to minors, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any local, state, provincial, national, or international law, or is otherwise inappropriate; **(vi)** post advertisements or solicitations of business (except that School Employees should be able to use the Services to solicit donations, goods, services and other contributions from members of their School community); or **(vii)** collect or store personal data about users without their express consent or in connection with the prohibited conduct and activities set forth above.

2. You acknowledge that Veracross does not screen User Submissions submitted to the Services, but Veracross reserves the right to screen, review, flag, filter, modify, refuse, or remove any or all User Submissions or not publish or otherwise distribute User Submissions. Veracross reserves the right to remove any User Submissions from the Services at any time, for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such User Submissions or if Veracross is concerned that you may have breached the immediately preceding paragraph), or for no reason at all. You, not Veracross, remain solely responsible for all User Submissions that you upload, post, email, transmit, or otherwise disseminate using, or in connection with, the Services, and you warrant that you possess all rights necessary to provide such User Submissions to Veracross and to grant Veracross the rights to use such information in connection with the Services and as otherwise provided herein.
3. To the maximum extent permitted by Law, Veracross shall have no liability arising out of or relating to Sensitive Information (as this term is defined in the [Product Privacy Policy](#)) submitted through the Community Site in breach of the [Product Privacy Policy](#), including any claims, damages, losses, fines, penalties, costs, or expenses (collectively, "Losses") that result from Veracross's possession or processing of such data.
4. You shall defend, indemnify, and hold Veracross, its parents, subsidiaries, affiliates, officers, and employees harmless against any and all damages, losses, fines, costs, expenses (including attorneys' fees), claims, and liabilities, asserted

at any time, arising out of User Submissions, your access to the Services, your use of the Services, your submission of Sensitive Information through the Community Site, your violation of this Agreement, or the infringement by you or any third party using your account of any intellectual property or other right of any person or entity.

8. Restrictions

1. You are responsible for all of your activity in connection with the Services. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your right to access or use the Services.
2. You may not post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private information from any User.
3. You may not access the Service using any automated, scripted, or programmatic interfaces other than a functionality explicitly provided by Veracross' Application Programming Interface (API).
4. You may not use the Services to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material (including material that may be considered threatening or obscene), or to engage in any kind of illegal activity is expressly prohibited.
5. You will not run Maillist, Listserv, any form of auto-responder, or "spam" on the Services, or any processes that run or are activated while you are not logged on to the Services, or that otherwise interfere with the proper working of or place an unreasonable load on the Services' infrastructure. Further, the use of manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Services is strictly prohibited.
6. Except as and to the extent expressly permitted by applicable law, you will not decompile, disassemble, decode, adapt, reverse engineer, or otherwise attempt to deconstruct, identify, discover, or otherwise obtain any source code, underlying ideas or other technology, user interface or algorithms, or other software component of the Services, in whole or in part.
7. You may not transfer your account to anyone else.
8. You will not provide Content or engage in any activity on the Product that:
 - directly supports unlawful active attack or malware campaigns that are causing technical harms — such as using the Product to deliver malicious messages, payloads, network traffic, or similar; or
 - uses the Services to disrupt or to attempt to disrupt, or to gain or to attempt to gain unauthorized access to any other service, or device, data, account, or network.

9. You will not copy, modify, adapt, translate, incorporate into or with other software, or create derivative works of any part of the Services, in whole or in part.
10. You will not use any robot, spider, scraper or other automated means to access the Services, or engage in any scraping, data mining, harvesting, screen scraping, data aggregating or indexing of the Services other than by means expressly authorized by us.
11. You will not attempt to circumvent any fees, user limits, timing or use restrictions that are built into the Services.
12. You will not use or transmit to anyone for use of the Services, or any output from the use thereof to evaluate, score, or report on the creditworthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living of any consumer or applicant for employment, or any other use subject to state, federal, and/or otherwise applicable credit reporting.
13. You will not use the Services, output from the use thereof, or the Documentation in any harmful, malicious, or unlawful ways, including but not limited to misuse of credit card information or other personal information, violation of any data privacy or computer laws and regulations, other violation of any Company or third party rights (including intellectual property or privacy rights), or distribution or use in violation of the applicable Product Terms of Use available through the product-specific [Trust Center](#) by selecting the applicable brand from the drop-down menu in the upper left corner, or any U.S., or otherwise applicable, export controls, economic sanctions, or anti-corruption laws or regulations.
14. You will not attempt to gain unauthorized access to, interfere with or disrupt the Services, or related servers or networks (including via a denial-of-service attack).
15. You will not sell, resell, or exploit any portion of the Services, use of the Services, or access the Services without our express written permission.

9. Warranty Disclaimer

1. You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Services will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SERVICES OR YOUR DOWNLOADING OF ANY CONTENT POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.
2. Veracross has no special relationship with or fiduciary duty to you. You acknowledge that Veracross has no control over, and no duty to take any action

regarding: which Users gain access to the Services; what Content you access via the Services; what effect the Content may have on you; how you may interpret or use the Content; or what actions you may take as a result of having been exposed to the Content. NEITHER VERACROSS NOR ANY PERSON ASSOCIATED WITH VERACROSS MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES OR CONTENT. WITHOUT LIMITING THE FOREGOING, NEITHER VERACROSS NOR ANYONE ASSOCIATED WITH VERACROSS REPRESENTS OR WARRANTS THAT THE SERVICES OR CONTENT WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SERVICES OR CONTENT, OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SERVICES OR CONTENT WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

3. You release Veracross from all liability for you having acquired or not acquired Content through the Services.
4. VERACROSS MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING SUGGESTIONS OR RECOMMENDATIONS OF SERVICES OR PRODUCTS (INCLUDING ANY THIRD-PARTY CONTENT) OFFERED THROUGH THE SERVICES. PRODUCTS AND SERVICES OFFERED (WHETHER OR NOT FOLLOWING SUCH RECOMMENDATIONS AND SUGGESTIONS) ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, FROM VERACROSS OR OTHERS UNLESS, WITH RESPECT TO OTHERS (ONLY), OTHERWISE MADE EXPRESSLY AND UNAMBIGUOUSLY IN WRITING BY A DESIGNATED THIRD PARTY FOR A SPECIFIC PRODUCT.
5. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.
6. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

10. Limitation on Liability

1. TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL VERACROSS, ITS AFFILIATES, OR ITS OR THEIR RESPECTIVE LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE PRODUCT OR SERVICES, ANY WEBSITES LINKED TO THEM, THE COMMUNITY SITE, ANY CONTENT ON THE PRODUCT, THE COMMUNITY SITE, OR SERVICES OR SUCH OTHER WEBSITES,

INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

2. The limitation of liability set out above does not apply to liability resulting from our gross negligence or willful misconduct.
3. THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

11. Indemnification

You agree to defend, indemnify, and hold harmless Veracross, its affiliates, and its and their respective licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Service, the Product Privacy Policy, or your use of the Product, the Community Site, or the Services, including, but not limited to, your User Contributions, any use of the Product's, the Community Site's or the Services' content other than as expressly authorized in these Terms of Service, or your use of any information obtained from the Product, the Community Site, or the Services.

12. Registration

1. As a condition to using Services, you will be required to register with the School and select or use a User ID. Further to your representation and warranty in the preamble to the Agreement, you shall provide the School with accurate, complete, and updated registration information. Failure to do so shall constitute a breach of this Agreement, which may result in immediate termination of your account.
2. You may not (i) select or use as a User ID a name of another person with the intent to impersonate that person; or (ii) use as a User ID a name subject to any rights of a person other than you without appropriate authorization.
3. You shall be responsible for maintaining the confidentiality of your password.

4. Veracross reserves the right to suspend the account of any User, without incurring any resulting obligation or liability, if: (a) Veracross receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Veracross to do so; or (b) Veracross believes, in its sole discretion, that: (i) you have failed to comply with any term of this Agreement, or of the [Product Privacy Policy](#), or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement; or (ii) you have been, or are likely to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services. This Section 12.4 does not limit any of Veracross' other rights or remedies, whether at law, in equity, or under this Agreement.

13. Third Party Integration Partners and Websites

1. The Product may allow you to connect to external Third-Party Integration Partners for purposes that include, but are not limited to, sharing online content through classroom management solutions, sharing events calendars, sharing academic & contact records, and in general integrating with various third parties' APIs. You acknowledge that by choosing to enable any such third-party integrations, you are authorizing and directing Veracross to share information with, and/or receive information from, the third-party integration partner(s). Depending on the purpose of the third-party integration, such information may include Education Records, Personally Identifiable Information, and Personal Information. You acknowledge that Veracross does not control or oversee Third-Party Integration Partners and that your use of such Third-Party Integration Partners' services is governed solely by the terms and conditions and privacy policies of those services. You further acknowledge that you are responsible for (i) ensuring that the third-party integrations you enable are appropriate for your intended use; (ii) understanding what information will be shared with the Third-Party Integration Partners; and (iii) ensuring that your use of the third-party integration(s) complies with all applicable laws.
2. The Product, and User Submissions to the Product, may contain links to third-party websites that are not owned or controlled by Veracross. When you access third-party websites, you do so at your own risk. Veracross encourages you to be aware when you leave the Product and to read the terms and conditions and privacy policies of each third-party website that you visit.
3. Veracross has no control over, and assumes no responsibility for, the content, accuracy, terms of use, privacy policies, or practices of or opinions expressed in any third-party websites. In addition, Veracross will not and cannot monitor, verify, censor, or edit the content of any third-party site.

4. By using the Services, you expressly relieve and hold harmless Veracross from any and all liability arising from your use of any third-party website. Your interactions with organizations and/or individuals found on or through the Services, including payment and delivery of goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. You agree that Veracross shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.
5. If there is a dispute between Users of the Services, or between Users and any third party, you understand and agree that Veracross is under no obligation to become involved. In the event that you have a dispute with one or more other Users, you hereby release Veracross, its directors, officers, employees, agents, and successors in rights from claims, demands, and damages (actual and consequential) of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our Services.

14. Term and Termination

1. This Agreement shall remain in full force and effect for as long as you continue to use Veracross with the User ID assigned to your account.
2. In no event will the Agreement terminate while you have an active account with the School. The Agreement shall be considered terminated should it be cancelled by Veracross or the School under the terms of this Agreement.
3. It is understood that the management of User access rights is the responsibility of the School Employees acting as school administrators for the School under contract with Veracross to receive the Services, and that termination of the Agreement by the school administration may automatically trigger the termination of any applicable license agreements for Users at your School.
4. Despite any other provision in this Agreement, Company may suspend User's access to any portion or all of the Services by providing written notice to the Customer if Company reasonably determines that (each, a "Service Breach"):
 - a) User has breached the terms and conditions of this Agreement and/or of the EULA;
 - b) User's use of the Services disrupts or poses a security risk to the Company or to any other customer or vendor of Company; or
 - c) User is using the Services for fraudulent or illegal activities.

If, in Company's reasonable determination, a service suspension under (a) to (c) of Section 14.4 is attributable to a specific User(s), Company must suspend only

that User(s)' access to the Services. Following any service suspension under this Section 14.4, Company must restore access to the Services once the Service Breach is cured to Company's reasonable satisfaction.

5. All provisions of this Agreement which, by their nature, should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability.
6. In the event of termination of this agreement by Veracross, Veracross shall not be held liable for any damages in excess of the fee(s) paid in the aggregate by the School to use the Services in the 12 months that immediately precede the event giving rise to the claim.
7. The early termination or expiration of this Agreement shall not operate to limit any rights or remedies available to Veracross that accrued prior to termination or expiration hereof.

15. Governing Law

INTENTIONALLY OMITTED

16. General Provisions

1. Note that, by using the Services, you may receive email or text messages on your phone or mobile device, which may cause you to incur usage charges or other fees or costs in accordance with your wireless or data service plan. Furthermore, should you access the Product from a mobile device or via the internet you may be subject to data usage charges. Any and all such charges, fees, or costs are your sole responsibility. You should consult with your wireless and/or internet carrier to determine what rates, charges, fees, or costs may apply to your use of the Services.
2. Veracross shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Veracross' reasonable control, including, without limitation, electronic or communications failure or degradation.
3. If a provision of this Agreement is held invalid or unenforceable, any other provision contained herein shall be separately valid and enforceable to the fullest extent permitted by law.
4. No negligence or waiver by either party to exercise a right shall be deemed to be or construed as a waiver by either party of its rights.
5. You shall not assign, transfer, or sublicense this Agreement except with Veracross' prior written consent.
6. Veracross may assign, transfer, or delegate this Agreement and Veracross' rights and obligations without your consent.

7. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement, and that, subject to Section 2.4, all modifications must be in a writing signed by both parties, except as otherwise provided herein.
8. This Agreement and any subsequent versions of this Agreement posted to the Product will be deemed a writing signed by both parties.
9. No agency, partnership, joint venture, or employment is created as a result of this Agreement, and you do not have any authority of any kind to bind Veracross in any respect whatsoever.
10. All notices of copyright infringement claims should be sent to the copyright agent designated in our [Copyright Policy](#) in the manner and by the means set out therein.
11. All other feedback, comments, requests, and other communications relating to this Agreement should be directed to: privacy@veracross.com.