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# **MyCampuz.com, Inc.**

## Terms of Use

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Effective: 03/31/2014, Revised 08/01/2014

## **Terms and Conditions**

MyCampuz (the "Service") provided by MyCampuz.com, Inc. ("MyCampuz") with permission of your local school, local school district, teacher, or other responsible education authority (the "Subscriber") is made available to you (the "User") subject to the following Terms and Conditions in the MyCampuz Service Agreement (the "Agreement"). By using and accessing this Service located at <http://www.yourschool.mycampuz.com>, you are agreeing to be bound by, and to comply with, these Terms and Conditions and any other terms and conditions or terms of service posted on any individual page of this Service.

MyCampuz is a cloud-based Universal Education System developed for students and their schools, teachers and parents, and is uniquely interactive. The platform provides a full suite of tools, including an online Desk, Book Bag, Calendar and Connect Screens, which provide access to a variety of class, attendance, tests and quizzes, clubs and other information on an on-going basis. It allows participation by teachers and parents, and provides access to everything universally.

### **Usage of MyCampuz by Students**

If a student is under the age of 13, a parent or legal guardian must give consent for the child to use MyCampuz.

MyCampuz collects limited personal information from minor students only where that student's school, district, or teacher has contracted with MyCampuz to collect personal information for the use and benefit of the learning environment.

MyCampuz requires schools, districts, or teachers to ask for parental consent from parents.

If you believe that a student's school, district, or teacher has not asked for parental consent prior to our collection of any personal information, please contact us at [support@mycampuz.com](mailto:support@mycampuz.com).

## Standard Provisions

If you are a student, the following provisions also apply:

- Be careful with whom you share your information when using MyCampuz.
- You **MUST HAVE** your parent or guardian read these Terms before using MyCampuz.
- You must **REGISTER** for and access MyCampuz only as a student registrant — not as a teacher, parent, or any other category of user.
- You must access MyCampuz only by using the access code given to you by your teacher. You may not use any access codes that you may receive from other students or which you did not receive directly from your teacher.
- Except if you are under age 13, you understand that if the consent of your parent(s) to your use of the MyCampuz system is requested, and your parental consent is not affirmatively given or rejected within seven (7) calendar days after the date on which it is first requested, such consent shall be deemed given upon your first use of the MyCampuz system.

If you are accessing MyCampuz on behalf of a School or District, the following provisions also apply:

- You represent and warrant that you are solely responsible for complying with the Child Online Privacy Protection Act (COPPA), which requires parental consent for online collection of personal information from children under the age of 13.
- You must ask for verifiable parental consent (“Consent”) from all parents whose children will be accessing MyCampuz and provide a copy to us upon our request. For more information on COPPA in respect of children under the age of 13, please see [www.ftc.gov/privacy](http://www.ftc.gov/privacy).
- In the process of requesting Consent, you must provide parents with a copy of our Privacy Policy.

- You will grant access codes only to teachers and staff members who are current employees of your school or district. Upon termination of a teacher or other staff member's employment with you, you will require such individual to return and cease using all access codes he or she has in his or her possession. If at any time you learn that a user of MyCampuz claims to be affiliated with your school or district who you know is not, in fact, affiliated with your school or district, you are to notify MyCampuz immediately.
- Except as it relates to children under the age of 13, if you request parental consent to the child's use of the MyCampuz system and it is not affirmatively given or rejected by the parent(s) within seven (7) calendar days after the date on which it is first requested, such consent shall be deemed given upon their children's first use of the MyCampuz system.

If you are accessing MyCampuz as a Teacher, the following provisions also apply:

- You represent and warrant that you have permission from your school or district to enter into these Terms, to use MyCampuz as a tool for your curriculum, and that you have the authority to bind your school or district to these Terms.
- You represent and warrant that you are solely responsible for complying with COPPA, which requires verifiable parental consent for online collection of personal information from children under the age of 13.
- You must obtain Consent from all parents whose children under the age of 13 will be accessing MyCampuz and provide a copy to us upon our request. For more information on COPPA, please see [www.ftc.gov/privacy](http://www.ftc.gov/privacy).
- When obtaining parental Consent, you must provide parents with a copy of our Privacy Policy.
- Except as it relates to children under the age of 13, if you request parental consent to the child's use of the MyCampuz system and it is not affirmatively given or rejected by the parent(s) within seven (7) calendar days after the date on which it is first requested, such consent shall be deemed given upon their children's first use of the MyCampuz system.

If you are accessing MyCampuz as a Parent, the following provisions also apply:

- You will only use the parent code(s) provided to you by your child or your children's teacher.
- You understand that your acceptance of these Terms indicates that you are agreeing to these Terms both on your own behalf as well as on behalf of your child or children who use MyCampuz. Children under the age of 13 must not use MyCampuz until after a parent has accepted these Terms on their behalf.
- Except as it relates to children under the age of 13, you understand that if parental consent is requested for your child's use of the MyCampuz system and you do not affirmatively give or reject such consent within seven (7) calendar days after the date on which it is first requested, such consent shall be deemed given upon your children's first use of the MyCampuz system.

### **Changes in this Privacy Policy**

If we decide to change our privacy policy, we will post those changes to this privacy statement, the homepage, and other places we deem appropriate so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it.

We reserve the right to modify this privacy statement at any time, so please review it frequently. If we make material changes to how we use Personal Information collected from students or from children under age 13, we will notify you by means of a notice on our home page, or by email (and obtain any needed verifiable parental consent for any new uses of the child's Personal Information).

### **Internet Privacy & Security**

MyCampuz works to protect the online privacy of all of your school community members that use MyCampuz, including students, parents, teachers, and administrators. MyCampuz information collection, security, and privacy policies have been provided to your school, and strives to manage its internet services in a secure manner. For example, MyCampuz uses industry-

standard technology called SSL (Secure Socket Layer). SSL encrypts information transmitted across the internet to and from MyCampuz. You will know that SSL is working when you see the presence of an image of a closed lock or solid key in the bottom bar of your browser window. Unfortunately, no data transmission over the Internet can be guaranteed to be 100% secure and “hacker-proof,” and MyCampuz cannot ensure or warrant the security of any information managed by the site, whether transmitted to MyCampuz by you, your school, or your teacher. MyCampuz shall not be liable if a security breach occurs, if the site malfunctions, or if information is misused or mismanaged in any way to your detriment or the detriment of a third party, whether by MyCampuz, your school, your teacher, or an unauthorized third party.

### **Information Collection & Use of your Personal Information**

MyCampuz collects and analyzes data on how the service is used in the aggregate (how groups of people use MyCampuz) for the purpose of improving and enhancing its service, depending, for example, upon traffic. MyCampuz does not analyze information on how particular individuals use the service as part of general reporting procedures or in the usual course of business. However, information on individual usage of the system, including but not limited to individual IP addresses, may be analyzed on a case-specific basis to resolve a technical difficulty or to assist in resolving or investigating any misuse of the service; also, such individual usage information may be furnished to your school if your school requests such information to assist in the investigation of fraudulent, abusive, or criminal activity or any other use of MyCampuz that violates your school’s rules or policies.

In order to create an account, MyCampuz does require that all users create a screen name and password, which is stored on the site, and collects personal information such as name, address, email, or other information if necessary, depending upon the needs of your school or the service. If you are a student and register to use the site you will be asked to provide an access code provided to you by your school administrator or teacher. We do not sell, share, rent or trade your personal information with any third parties other than as disclosed within this privacy policy.

If you wish to obtain a quote we request your name, email address, phone number, position, school, size of school, city and state/country. We use this information to provide you with the best quote possible.

A child's participation or access to an activity cannot be conditioned on her providing more Personal Information than is reasonably necessary for that activity. Parents have the right to refuse further contact with their child by the site and have access to their child's information to have it deleted by contacting the school administrator.

Parents have the right to consent to the site's use of the child's Personal Information without having to consent to its disclosure of that information to third parties by contacting the school administrator.

These information collection, management, and disclosure practices apply to parents, teachers, administrators, and students. If you are a parent, you agree that this is acceptable for you as well as any of your children that use MyCampuz. If you are a teacher, you agree that this is acceptable for you as well as any of your students that use MyCampuz.

MyCampuz does not share, sell, rent or trade adult or children's personal information with third parties other than as disclosed within this privacy policy.

We may disclose your or your child's personally identifiable information in connection with business transfers and purchases. As we continue to develop our business we may buy or sell business divisions or companies, we may merge or combine with another company, or our company itself and/or all or a significant part of its assets may be acquired by another company. We may provide any information we have to a potential counter-party in any such potential transaction. If such a transaction is completed, your or your child's personally identifiable information may be one of the transferred and shared business assets. In the event that information is shared in this manner, notice will be posted on our Site.

We may also share de-identified and/or aggregated data with others for their own uses.

We reserve the right to disclose your or your child's personally identifiable information as required by law and when we believe that disclosure is necessary to protect our rights and/or to comply with a judicial proceeding, court order, or legal process served on our Web site.

## **Opt-out**

If you are the parent and guardian of a student using MyCampuz, and cease to agree with MyCampuz's terms of use and privacy policy at some point in the future, you may opt-out by contacting your Subscriber (typically your school) MyCampuz administrator.

## **Your Responsibility Regarding Use of the Service**

It is your responsibility not to disclose your activation code, screen name and password to anyone. It is your responsibility to use this Service only for the purpose in which it was intended. Any use of the Service not in accordance with the intended purpose is prohibited.

## **User Generated Content**

MyCampuz does not control the messages, information or files delivered to Discussion, Feedback Boards and any other user generated content. You understand and agree that MyCampuz has no obligation to monitor the Discussion, Feedback Boards or other user generated content. You also agree and understand that Subscribers choose to restrict or monitor your access to Discussion and Feedback Boards for any reason and you agree to bound by any such restrictions or monitoring.

Both MyCampuz and Subscriber reserve the right at all times to disclose any information posted by you or any other user as necessary to satisfy any law, regulation or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, that in MyCampuz's sole discretion are objectionable or in violation of these terms and conditions.

Your school may use MyCampuz to host forums for online discussion or message posting about issues important to your community or school. Your school will decide how these online forums are used, including whether they are available to students. These are public forums, and information that users post may be available to other members of the school community, and in some cases even other schools or the public internet. You should be aware that any personally identifiable information you submit there can be read, collected, or used by other users of the forums, and could be used to send you unsolicited messages. Your school will decide how it wishes to use online discussion and message boards. We are not responsible for the personally identifiable information you choose to submit in these forums. To request removal of your personal information from our blog or community forum, contact us at [support@mycampuz.com](mailto:support@mycampuz.com). In some cases, we may not be able



to remove your personal information, in which case we will let you know if we are unable to do so and why.

### **Private Messages**

If you are a student, teacher, or faculty member you have the ability to chat with other students, teachers, or faculty members through private messages. Please be aware that any personal information you choose to share within these messages may be used by other members to send you unsolicited messages. We are not responsible for the personal information you choose to share within these messages. The chat permissions may be turned off or on for students under the age of 13 by their school.

Both MyCampuz and Subscriber reserve the right at all times to disclose any information posted by you or any other user as necessary to satisfy any law, regulation or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, that in either MyCampuz or Subscriber's sole discretion are objectionable or in violation of these terms and conditions.

### **Publishing Content / Communications**

You acknowledge that all communications on Discussion, Feedback Boards, and any other user generated content are public and not private communications, and others may read what you say on the Internet without your knowledge. Always use caution when giving out any personally identifying information about yourself or your children on any Discussion or Feedback Board. Educate your children as to the proper way to use a Discussion or Feedback Board and the Internet.

MyCampuz does not control or endorse the content, messages or information found in any Discussion or Feedback Board and, therefore, specifically disclaims any liability with regard to the Discussion or Feedback Boards and any actions resulting from your participation in any on-line Discussion board service. The managers and hosts of these boards are not authorized MyCampuz spokespersons, and their views do not necessarily reflect those of MyCampuz.

### **Profiles**

You acknowledge that your profile may be viewed by other users of the site, this includes your profile photo. Any information you choose to display on your profile may be viewed by other members of the site and may be

used to send you unsolicited messages. MyCampuz is not responsible for any personal information you choose to share within your profile. Parents, Teachers and School Administrators reserve the right to edit students' profiles at any time by logging into their accounts and choosing the student accounts they wish to update.

### **Testimonials**

We post customer testimonials on our web site which may contain personally identifiable information. We do obtain the customer's consent via email prior to posting the testimonial to post their name along with their testimonial. To request removal of your personal information from our testimonials, contact us at [support@mycampuz.com](mailto:support@mycampuz.com). In some cases, we may not be able to remove your personal information, in which case we will let you know if we are unable to do so and why.

### **Third-Party Content**

MyCampuz is a distributor (and not a publisher) of content supplied by Subscriber, third parties, and visitors. Accordingly, MyCampuz has no more editorial control over such content than does a public library, bookstore, or newsstand. Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information providers, members or any other user of this Service are those of the respective author(s) or distributor(s) and not of MyCampuz. Neither MyCampuz nor any third-party provider of information guarantees the accuracy, completeness, or usefulness of any content, nor its merchantability or fitness for any particular purpose.

In many instances, the content available through the Service represents the opinions and judgments of the respective information provider, or the user and not necessarily that of MyCampuz. MyCampuz neither endorses nor is responsible for the accuracy or reliability of any opinion, advice or statement made on MyCampuz's Service by anyone other than authorized MyCampuz employee spokespersons while acting in their official capacities. Under no circumstances will MyCampuz be liable for any loss or damage caused by a user's reliance on information obtained through MyCampuz. It is your responsibility to evaluate the accuracy, completeness or usefulness of any information, opinion, advice or other content available through this Service. Please seek the advice of such professionals as may be appropriate regarding the evaluation of any specific information, opinion, advice or other content.

### UPDATING, Correcting or Deleting Personally Identifiable Information

If yours or your child's personally identifiable information changes, or if you no longer desire our service, you may correct, UPDATE, or delete it by making the change on our member information page or by emailing our Customer Support at support@mycampuz.com. We will respond your access request within 30 days.

We will retain your information for as long as YOUR ACCOUNT is active or as needed to provide you services. If you wish to cancel your account or request that we no longer use your information to provide you services contact us at support@mycampuz.com. We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

### **Links to Other Sites**

If you click on a link to a third-party site, you will leave MyCampuz.com and be redirected to the site you selected. Because we cannot control the activities of third parties, we cannot accept responsibility for any use of your personally identifiable information by such third parties, and we cannot guarantee that they will adhere to the same privacy practices as MyCampuz.com. We encourage you to review the privacy statements of any other service provider from whom you request services. If you visit a third-party website that is linked to the MyCampuz.com site, you should read that site's privacy statement before providing any personally identifiable information.

MyCampuz.com, Inc.  
11 Carlton Lane  
Rye Brook, NY 10573