

# AEGIS FOR SCHOOLS

# TERMS AND CONDITIONS

Last updated [August 9, 2020]

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## AGREEMENT TO TERMS

These Terms and Conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and Aegis For Schools (“we,” “us” or “our”), concerning your access to and use of the aegisforschools.org website as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the “Site”).

You agree that by accessing the Aegis For Schools, you have read, understood, and agree to be bound by all of these Terms and Conditions. If you do not agree with all of these Terms and Conditions, then you are expressly prohibited from using Aegis For Schools and you must discontinue use immediately.

Supplemental terms and conditions or documents that may be posted on Aegis for Schools from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms and Conditions at any time and for any reason.

We will alert you about any changes by updating the “Last updated” date of these Terms and Conditions, and you waive any right to receive specific notice of each such change.

It is your responsibility to periodically review these Terms and Conditions to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms and Conditions by your continued use of Aegis for Schools after the date such revised Terms and Conditions are posted.

The information provided on Aegis for Schools is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country.

Accordingly, those persons who choose to access Aegis for Schools from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

Aegis for Schools is intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to register for Aegis for Schools.

## **INTELLECTUAL PROPERTY RIGHTS**

Unless otherwise indicated, Aegis for Schools is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on Aegis for Schools (collectively, the “Content”) and the trademarks, service marks, and logos contained therein (the “Marks”) are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, foreign jurisdictions, and international conventions.

The Content and the Marks are provided on Aegis for Schools “AS IS” for your information and personal use only. Except as expressly provided in these Terms and Conditions, no part of Aegis for Schools and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use Aegis for Schools, you are granted a limited license to access and use Aegis for Schools and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to Aegis for Schools, the Content and the Marks.

## **DONATION POLICY AND CONDITIONS**

By donating to Aegis For Schools, you understand and adhere to all conditions and policies of donations and returning donations.

1. Donations will be accepted from individuals as well as any other legal entities (such as companies).
2. All Donations made to Aegis For Schools shall be through the Aegis For Schools' website ([aegisforschools.org](http://aegisforschools.org)). Donations will be accepted by Aegis For Schools for the period during which the donation page is live
3. Donations received by Aegis For Schools will be deposited in one or more bank accounts in the name of Aegis For Schools.
4. Aegis For Schools reserves the right to refuse and return any donation in its absolute discretion, including without limitation where it believes that accepting the donation would conflict with the mission, values or interests of Aegis For Schools. Any refused and/or returned donations shall be repaid into the account

from which the donation was made.

5. Aegis For Schools reserves the right to request the full name and contact details of the donor, request from the donor any other information that it considers to be necessary or desirable to determine the provenance of the donation, and publicly disclose the identity of the donor and the amount of the donation.
6. Any recipients of donations from Aegis For Schools shall not hold Aegis For Schools liable to any defective, imperfect, or poor condition materials and supplies within the donations they have received.
7. Any person that wishes to request donations from Aegis For Schools shall fill out the donation request form with true, appropriate, and accurate information.
8. Any person that has received donations from Aegis For Schools shall upload and submit a picture, video, or any other photographic proof that the donation has arrived to its corresponding recipient. Once submitted, the photographic proof shall become property of Aegis For Schools and could or could not be used on the Aegis For Schools website to advertise and promote the organization.
9. Aegis For Schools is a non-profit organization, and 100% of all donations will be used to support schools, students, and teachers.

## **USER REPRESENTATIONS**

By using Aegis For Schools, you represent and warrant that:

[(1) all registration information you submit will be true, accurate, current, and complete;

(2) you will maintain the accuracy of such information and promptly update such registration information as necessary;]

(3) you have the legal capacity and you agree to comply with these Terms and Conditions;

[(4) you are not under the age of 13;]

(5) not a minor in the jurisdiction in which you reside[, or if a minor, you have received parental permission to use Aegis for Schools];

(6) you will not access Aegis for Schools through automated or non-human means, whether through a bot, script, or otherwise;

(7) you will not use Aegis for Schools for any illegal or unauthorized purpose;

(8) your use of Aegis for Schools will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of Aegis for Schools (or any portion thereof).

## **PROHIBITED ACTIVITIES**

You may not access or use Aegis For Schools for any purpose other than that for which we make the site available. Aegis For Schools may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of Aegis for Schools, you agree not to:

1. systematically retrieve data or other content from Aegis for Schools to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
2. make any unauthorized use of Aegis for Schools, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under

false pretenses.

3. use Aegis for Schools to advertise or offer to sell goods and services.
4. circumvent, disable, or otherwise interfere with security-related features of Aegis for Schools, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of Aegis for Schools and/or the Content contained therein.
5. engage in unauthorized framing of or linking to Aegis For Schools.
6. trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords;
7. make improper use of our support services or submit false reports of abuse or misconduct.
8. engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
9. interfere with, disrupt, or create an undue burden on Aegis for Schools or the networks or services connected to Aegis for Schools.
10. attempt to impersonate another user or person or use the username of another user.
11. sell or otherwise transfer your profile.
12. use any information obtained from Aegis for Schools in order to harass, abuse, or harm another person.
13. use Aegis For Schools and/or the Content for any revenue-generating endeavor or commercial enterprise.
14. decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of Aegis for Schools.
15. attempt to bypass any measures of Aegis for Schools designed to prevent or restrict access to the site, or any portion of the site.
16. harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of Aegis for Schools to you.
17. delete the copyright or other proprietary rights notice from any Content.

18. copy or adapt Aegis for Schools's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
19. upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of Aegis for Schools or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of Aegis for Schools.
20. upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
21. except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses Aegis for Schools, or using or launching any unauthorized script or other software.
22. disparage, tarnish, or otherwise harm, in our opinion, us and/or Aegis For Schools.
23. use Aegis For Schools in a manner inconsistent with any applicable laws or regulations.

## **USER GENERATED CONTRIBUTIONS**

Aegis For Schools may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on Aegis for Schools, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions").

Contributions may be viewable by other users of Aegis for Schools and through third-party websites. As such, any Contributions you transmit may be treated as non-confidential and non-proprietary. When you create or make available any Contributions, you thereby represent and warrant that:

1. the creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
2. you are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, Aegis for Schools, and other users of Aegis for Schools to use your Contributions in any manner contemplated by Aegis for Schools and these Terms and Conditions.
3. you have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by Aegis for Schools and these Terms and Conditions.
4. your Contributions are not false, inaccurate, or misleading.
5. your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
6. your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).
7. your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
8. your Contributions do not advocate the violent overthrow of any government or incite, encourage, or threaten physical harm against another.
9. your Contributions do not violate any applicable law, regulation, or rule.
10. your Contributions do not violate the privacy or publicity rights of any third party.

11. your Contributions do not contain any material that solicits personal information from anyone under the age of 18 or exploits people under the age of 18 in a sexual or violent manner.
12. your Contributions do not violate any federal or state law concerning child pornography, or otherwise intended to protect the health or well-being of minors;
13. your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
14. your Contributions do not otherwise violate, or link to material that violates, any provision of these Terms and Conditions, or any applicable law or regulation.

Any use of Aegis For Schools in violation of the foregoing violates these Terms and Conditions and may result in, among other things, termination or suspension of your rights to use Aegis for Schools.

## **CONTRIBUTION LICENSE**

By posting your Contributions to any part of Aegis For Schools [or making Contributions accessible to Aegis for Schools by linking your account from Aegis for Schools to any of your social networking accounts], you automatically grant, and you represent and warrant that you have the right to grant, to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to host, use, copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such Contributions (including, without limitation, your image and voice) for any purpose, commercial, advertising, or otherwise, and to prepare derivative works of, or incorporate into other works, such Contributions, and grant and authorize sublicenses of the foregoing. The use and distribution may occur in any media formats and through any media channels.

This license will apply to any form, media, or technology now known or hereafter

developed, and includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide. You waive all moral rights in your Contributions, and you warrant that moral rights have not otherwise been asserted in your Contributions.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on Aegis for Schools.

You are solely responsible for your Contributions to Aegis for Schools and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

We have the right, in our sole and absolute discretion, (1) to edit, redact, or otherwise change any Contributions; (2) to re-categorize any Contributions to place them in more appropriate locations on Aegis for Schools; and (3) to pre-screen or delete any Contributions at any time and for any reason, without notice. We have no obligation to monitor your Contributions.

## **SOCIAL MEDIA**

As part of the functionality of Aegis For Schools, you may link your account with online accounts you have with third-party service providers (each such account, a “Third-Party Account”) by either: (1) providing your Third-Party Account login information through Aegis for Schools; or (2) allowing us to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account.

You represent and warrant that you are entitled to disclose your Third-Party Account login information to us and/or grant us access to your Third-Party Account, without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account, and without obligating us to pay any fees or making us subject to any usage limitations imposed by the third-party service provider of the Third-Party Account.

By granting us access to any Third-Party Accounts, you understand that (1) we may access, make available, and store (if applicable) any content that you have provided to and stored in your Third-Party Account (the "Social Network Content") so that it is available on and through Aegis for Schools via your account, including without limitation any friend lists and (2) we may submit to and receive from your Third-Party Account additional information to the extent you are notified when you link your account with the Third-Party Account.

Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts may be available on and through your account on Aegis for Schools.

Please note that if a Third-Party Account or associated service becomes unavailable or our access to such Third-Party Account is terminated by the third-party service provider, the Social Network Content may no longer be available on and through Aegis for Schools. You will have the ability to disable the connection between your account on Aegis for Schools and your Third-Party Accounts at any time.

PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE

## PROVIDERS.

We make no effort to review any Social Network Content for any purpose, including but not limited to, for accuracy, legality, or non-infringement, and we are not responsible for any Social Network Content.

You acknowledge and agree that we may access your email address book associated with a Third-Party Account and your contacts list stored on your mobile device or tablet computer solely for purposes of identifying and informing you of those contacts who have also registered to use Aegis for Schools.

You can deactivate the connection between Aegis for Schools and your Third-Party Account by contacting us using the contact information below or through your account settings (if applicable). We will attempt to delete any information stored on our servers that was obtained through such Third-Party Account, except the username and profile picture that become associated with your account.

## **SUBMISSIONS**

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding Aegis For Schools ("Submissions") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you.

You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

## **SUBSCRIPTION TO NEWSLETTER**

Any individual who has opted into subscribing to our newsletter allows for information of any upcoming events, activities, or missions by Aegis For Schools.

If an individual decides to unsubscribe from Aegis For Schools, they must contact [contact@aegisforschools.org](mailto:contact@aegisforschools.org).

## **THIRD-PARTY WEBSITES AND CONTENT**

Aegis For Schools may contain (or you may be sent via Aegis For Schools) links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content").

Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through Aegis For Schools or any Third-Party Content posted on, available through, or installed from Aegis For Schools, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content.

Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave Aegis for Schools and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Terms and Conditions no longer govern.

You should review the applicable terms and policies, including privacy and data

gathering practices, of any website to which you navigate from Aegis for Schools or relating to any applications you use or install from Aegis For Schools. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party.

You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

## **SITE MANAGEMENT**

We reserve the right, but not the obligation, to:

- (1) monitor Aegis For Schools for violations of these Terms and Conditions;
- (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms and Conditions, including without limitation, reporting such user to law enforcement authorities;
- (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof;
- (4) in our sole discretion and without limitation, notice, or liability, to remove from Aegis for Schools or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems;

(5) otherwise manage Aegis for Schools in a manner designed to protect our rights and property and to facilitate the proper functioning of Aegis for Schools.

## **COPYRIGHT INFRINGEMENTS**

We respect the intellectual property rights of others. If you believe that any material available on or through Aegis For Schools infringes upon any copyright you own or control, please immediately notify us using the contact information provided below (a "Notification"). A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification.

Please be advised that pursuant to federal law you may be held liable for damages if you make material misrepresentations in a Notification. Thus, if you are not sure that material located on or linked to by Aegis For Schools infringes your copyright, you should consider first contacting an attorney.]

## **TERM AND TERMINATION**

These Terms and Conditions shall remain in full force and effect while you use Aegis For Schools. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS AND CONDITIONS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF Aegis for Schools (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS AND CONDITIONS OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN Aegis for Schools OR DELETE [YOUR ACCOUNT AND] ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party.

In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

## **MODIFICATIONS AND INTERRUPTIONS**

We reserve the right to change, modify, or remove the contents of Aegis For Schools at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on Aegis For Schools. We also reserve the right to modify or discontinue all or part of Aegis For Schools without notice at any time.

We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of Aegis For Schools.

We cannot guarantee Aegis For Schools will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to Aegis For Schools, resulting in interruptions, delays, or errors.

We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify Aegis For Schools at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use Aegis For Schools during any downtime or discontinuance of Aegis for Schools.

Nothing in these Terms and Conditions will be construed to obligate us to maintain and

support Aegis For Schools or to supply any corrections, updates, or releases in connection therewith.

## **GOVERNING LAW**

These Terms and Conditions and your use of Aegis For Schools are governed by and construed in accordance with the laws of the State of Georgia applicable to agreements made and to be entirely performed within the State/Commonwealth of Georgia, without regard to its conflict of law principles.

## **CORRECTIONS**

There may be information on Aegis for Schools that contains typographical errors, inaccuracies, or omissions that may relate to Aegis For Schools, including descriptions, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on Aegis For Schools at any time, without prior notice.

## **DISCLAIMER**

AEGIS FOR SCHOOLS IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF Aegis for Schools AND OUR SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH Aegis for Schools AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF Aegis for Schools'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO Aegis for Schools AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY

(1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF Aegis for Schools, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM Aegis for Schools, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH Aegis for Schools BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA Aegis for Schools. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH Aegis for Schools, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

## **LIMITATIONS OF LIABILITY**

IN NO EVENT WILL WE OR OUR DIRECTORS, MEMBERS, OR AGENTS BE LIABLE TO YOU, DONORS, RECIPIENTS, OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR

OTHER DAMAGES ARISING FROM YOUR USE OF Aegis for Schools, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **INDEMNIFICATION**

You agree to defend, indemnify, and hold Aegis For Schools harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) [your Contributions]; (2) use of Aegis for Schools; (3) breach of these Terms and Conditions; (4) any breach of your representations and warranties set forth in these Terms and Conditions; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other user of Aegis For Schools with whom you connected via [aegisforschools.org](http://aegisforschools.org).

Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

## **USER DATA**

We will maintain certain data that you transmit to Aegis For Schools for the purpose of managing Aegis For Schools, as well as data relating to your use of Aegis for Schools. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using Aegis For Schools.

You agree that we shall have no liability to you for any loss or corruption of any such

data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

## **CALIFORNIA USERS AND RESIDENTS**

If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

## **MISCELLANEOUS**

These Terms and Conditions and any policies or operating rules posted by us on Aegis for Schools constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms and Conditions shall not operate as a waiver of such right or provision.

These Terms and Conditions operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control.

If any provision or part of a provision of these Terms and Conditions is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms and Conditions and does not affect the validity and enforceability of any remaining provisions.

There is no joint venture, partnership, employment or agency relationship created

between you and us as a result of these Terms and Conditions or use of Aegis for Schools. You agree that these Terms and Conditions will not be construed against us by virtue of having drafted them.

You hereby waive any and all defenses you may have based on the electronic form of these Terms and Conditions and the lack of signing by the parties hereto to execute these Terms and Conditions.

## **CONTACT US**

In order to resolve a complaint regarding Aegis for Schools or to receive further information regarding use of Aegis for Schools, please contact us at:

Aegis for Schools

[contact@aegisforschools.org](mailto:contact@aegisforschools.org)