
1. Acceptance of Terms

These Terms of Service (this “Agreement”) govern access to and use of the School Circle Network platform, including its website and any associated mobile or web applications (collectively, the “Service”), operated by School Circle Network (“we,” “us,” or “our”). By claiming, creating, managing, or otherwise using a School or School Network page on the Service, the individual accepting this Agreement on behalf of [the signing School or School Network] (the “Organization”) represents that they have the authority to bind that Organization, and the Organization agrees to be bound by this Agreement. If the Organization does not agree to these terms, it must not use the Service.

2. Description of the Service

SchoolCircle.NET is a community platform that allows Schools, School Networks, Parent-Teacher Organizations, and affiliated local businesses to publish organizational information, events, news, forms, and related content, and that allows parents, staff, and community members to find and engage with that content. SchoolCircle.NET may add, modify, or discontinue features of the Service at its discretion, and will use commercially reasonable efforts to provide advance notice of any change that materially reduces the functionality of features an Organization actively relies upon.

3. Eligibility, Registration, and Account Security

A person registering for an account represents that the information they provide is accurate and that they will keep it current. An Organization account may be claimed only by a person with an actual, good-faith basis to represent that Organization, subject to SchoolCircle.NET's verification process described at the point of claim. The Organization is responsible for maintaining the confidentiality of its representatives' login credentials and for all activity that occurs through those credentials, and must notify SchoolCircle.NET promptly of any suspected unauthorized access.

4. Organization Responsibilities

The Organization is responsible for the accuracy and lawfulness of the content it or its representatives publish through the Service, including compliance with applicable school district policies. The Organization will promptly update or remove content that becomes inaccurate, and will designate at least one representative responsible for reviewing pending membership, volunteer, and content requests submitted through the Service.

5. Acceptable Use

The Organization and its representatives will not, in connection with the Service: (a) upload or transmit content that is unlawful, defamatory, harassing, or that infringes the intellectual property or privacy rights of any third party; (b) attempt to gain unauthorized access to any account, system, or network related to the Service; (c) use the Service to send unsolicited bulk communications; (d) interfere with or disrupt the integrity or performance of the Service; or (e) use any automated means to access the Service in a manner that sends more request messages than a human could reasonably produce in the same period, except as expressly permitted through

a published API.

6. Organization Content and License

As between the Organization and SchoolCircle.NET, the Organization retains ownership of the content it submits to the Service ("Organization Content"). The Organization grants SchoolCircle.NET a non-exclusive, worldwide, royalty-free license to host, store, reproduce, and display Organization Content solely as necessary to operate and provide the Service, including displaying that content to the Organization's own community and, where the Organization has configured content as public, to the general public. This license ends when the Organization Content is deleted from the Service, except to the extent retained in routine backups for a limited period or as required by law.

7. Community Content and Moderation

Content submitted by individual members, such as forum posts, comments, and community requests, remains the responsibility of the member who submitted it. SchoolCircle.NET provides reporting and moderation tools and may, in its discretion, remove content or restrict accounts that violate this Agreement or SchoolCircle.NET's published community guidelines, but does not undertake to review all content before it is published.

8. Fees and Payment

Core use of the Service by a School, School Network, or PTO is provided without charge. Certain optional features, such as Featured Business placement or paid membership dues collection, may involve fees disclosed at the time the feature is used. All fees are stated in U.S. dollars unless otherwise noted and are non-refundable except as expressly stated or required by law.

9. Privacy

SchoolCircle.NET's collection and use of personal information in connection with the Service is described in the SchoolCircle.NET Privacy Policy, which is incorporated into this Agreement by reference. Where a School or School Network has executed a separate Student Data Privacy Agreement with SchoolCircle.NET, that agreement governs the handling of student data to the extent of any conflict with this Agreement.

10. Intellectual Property

The Service, including its software, design, and SchoolCircle.NET-authored content, is owned by SchoolCircle.NET and its licensors and is protected by intellectual property laws. Except for the rights expressly granted in this Agreement, no rights in the Service are granted to the Organization.

11. Disclaimers

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SCHOOLCIRCLE DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SCHOOLCIRCLE DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

12. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SCHOOLCIRCLE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF DATA, REVENUE, OR GOODWILL, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICE, EVEN IF SCHOOLCIRCLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SCHOOLCIRCLE'S TOTAL LIABILITY ARISING OUT OF THIS AGREEMENT WILL NOT EXCEED THE AMOUNT, IF ANY, PAID BY THE ORGANIZATION TO SCHOOLCIRCLE FOR THE SERVICE IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

13. Organization Representations and Warranties

The Organization represents and warrants that: (a) it has the full right and authority to enter into this Agreement and to grant the licenses granted herein; (b) the Organization Content does not and will not infringe, misappropriate, or violate any third party's intellectual property, privacy, or publicity rights; (c) the Organization will comply with all applicable federal, state, and local laws in its use of the Service, including any school district or governing board policy that applies to it; and (d) all information the Organization provides to SchoolCircle.NET, including as to the identity and authority of its representatives, is accurate and not misleading.

14. Indemnification

The Organization will indemnify, defend, and hold harmless SchoolCircle.NET and its officers, directors, employees, contractors, and agents from and against any and all third-party claims, demands, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) the Organization Content; (b) the Organization's breach of this Agreement or of any representation or warranty in Section 13; (c) the Organization's violation of applicable law; or (d) the Organization's negligence or willful misconduct, in each case except to the extent directly caused by SchoolCircle.NET's own breach of this Agreement. This indemnification obligation survives termination of this Agreement.

15. Term and Termination

This Agreement remains in effect for as long as the Organization maintains an account on the Service. SchoolCircle.NET may suspend or terminate an Organization's account, in whole or in part, for breach of this Agreement, for conduct SchoolCircle.NET reasonably believes is harmful to the Service or its other users, or immediately where necessary to protect the security or integrity of the Service, in each case with notice where reasonably practicable under the circumstances. Upon termination, SchoolCircle.NET will make Organization Content available for export for a reasonable period as described in the Privacy Policy, after which it may be deleted. Sections 10 through 14 and 16 through 19 survive termination of this Agreement.

16. Governing Law

This Agreement is governed by the laws of the State of New Jersey, without regard to its conflict-of-laws principles and without regard to the United Nations Convention on Contracts for the International Sale of Goods.

17. Dispute Resolution and Arbitration

PLEASE READ THIS SECTION CAREFULLY — IT AFFECTS THE ORGANIZATION'S LEGAL RIGHTS. Except for a claim seeking injunctive or other equitable relief, or a claim that may be brought in small claims court, any dispute, claim, or controversy arising out of or relating to this Agreement or the Service will be

resolved by final and binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules then in effect, seated in New Jersey, before a single arbitrator, rather than in court, except that either party may bring suit in the state or federal courts located in New Jersey to seek injunctive or other equitable relief. **ANY ARBITRATION OR OTHER PROCEEDING TO RESOLVE A DISPUTE UNDER THIS AGREEMENT WILL BE CONDUCTED ON AN INDIVIDUAL BASIS ONLY, AND NOT AS A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION.** Each party consents to the personal jurisdiction of the state and federal courts located in New Jersey for any matter not subject to arbitration under this section.

18. Changes to This Agreement

SchoolCircle.NET may update this Agreement from time to time. Material changes will be posted with an updated effective date, and where this feature’s configuration requires it, an Organization may be asked to acknowledge or re-accept a new version before continuing to use the Service.

19. Miscellaneous

This Agreement, together with any Student Data Privacy Agreement or Services Agreement executed between the parties, constitutes the entire agreement between the Organization and SchoolCircle.NET regarding the Service and supersedes any prior agreements on the subject. SchoolCircle.NET’s failure to enforce any provision of this Agreement is not a waiver of its right to do so later. If any provision of this Agreement is held unenforceable, the remaining provisions will remain in full force and effect and the unenforceable provision will be modified to the minimum extent necessary to make it enforceable. Neither party may assign this Agreement without the other party’s consent, except that SchoolCircle.NET may assign this Agreement in connection with a merger, acquisition, or sale of substantially all of its assets.

20. Contact

Questions about this Agreement may be directed to <https://schoolcircle.net/contact>.

Signature

Print, sign, and return this page to School Circle Network to have your offline signature recorded — printing and signing this page does not by itself execute the agreement.

Signature	Date
Printed Name	Title
Organization	