

# Scholar Present Terms of Service

Scholar Present. ("Scholar Present," "our," "we," or "us") provides messaging, communication platform, and other services to users around the world. Please read our Terms of Service so you understand what's up with your use of Scholar Present. You agree to our Terms of Service ("Terms") by installing, accessing, or using our apps, services, features, software, or website (together, "Services").

## Agreeing to our Terms

Thank you for your interest in Scholar Present, which owns and operates the services offered on ScholarPresent.com ("Scholar Present Website"), including the Scholar Present platform ("Scholar Present Platform"), and any associated mobile applications ("Scholar Present Apps") or products and services that Company may provide now or in the future (collectively, the "Service").

These Terms of Service contain general terms that apply to you as a user of the Scholar Present Service ("User"), along with additional terms that may apply to you as a User registered as a teacher, school leader, aide, or other similar personnel ("School Personnel"), or a parent. If you are School Personnel, you will also be subject to our Student Data Protection Addendum ("DPA"). If you are purchasing any premium features like Scholar Present Beyond ("Premium Features") through the Scholar Present Service or partake in any sweepstakes, giveaways, or promotions we may offer you will be subject to the Scholar Present Premium Features and Promotions Terms. The DPA and the Premium Features and Promotions Terms (collectively "Terms") are hereby incorporated by reference.

When using the Service, you will also be subject to the Scholar Present Privacy Policy and any posted guidelines, policies or rules applicable to specific features of the Service, which may be posted from time to time (collectively the "Guidelines"). These Terms of Service, Terms, including any other Guidelines and future modifications (collectively, the "Agreement"), govern your use of the Service and is a legal contract between you and Scholar Present. If there is any inconsistency between the Terms of Service, Terms, and any of the Guidelines, the additional Guidelines will prevail to the extent of the inconsistency. By registering for an account on, or otherwise accessing or using the Scholar Present Service, you acknowledge that you have read and agree to be bound by this Agreement. If you are using the Service on behalf of an institution that has a separate written agreement with Scholar Present, that agreement governs your use of the Service.

If you are under the age of 18, you represent that your legal guardian has reviewed and agreed to the Agreement. If you don't get your parent or guardian to read and agree to the Agreement, you don't have permission to use the Service.

If you are entering into this Agreement on behalf of a company or other legal entity (including if you are School Personnel entering on behalf of your school), you represent that you have the authority to bind such entity to these terms and conditions, in which case the terms "you", "your" or "User" shall refer to such entity. If you do not have such authority, or if you do not agree with these terms and conditions, you must not accept this Agreement and may not use the Service.

## Using the Service

*Permission to use Scholar Present of iConnect99 Pty LTD.* As long as you are complying with all of the terms and conditions of this Agreement, Company gives you permission to access and use the Service solely to enable your use of the Service. The Service is available for your personal, non-commercial use and should only be used for educational purposes or lawful purposes that help bring school communities together or help parents and children build stronger relationships at home. You may download a single copy of the Scholar Present App for personal, non-commercial use only.

Access to and use of the Service itself is free, but we do offer, and may add to in the future, optional Premium Features that Scholar Present may charge for. Please also be aware that while we currently provide our mobile services for free, your carrier's normal rates and fees still apply, such as text messaging and data fees.

The right to access and use the Service is revoked in jurisdictions where it may be prohibited, if any.

### Changes to the Service

We are constantly changing and improving our Services. We may add or remove functionalities or features, and we may suspend or stop a Service altogether, including, for example, if you do not comply with this Agreement or if we are investigating suspected misconduct. You can stop using our Service at any time, although we'll be sorry to see you go. We may also add or create new limits to our Service or restrict your access to all or a part of the Service at any time without notice or liability.

We believe that you (or your school as applicable) own your data and preserving your access to such data is important. If we discontinue a Service, where reasonably possible, we will give you reasonable advance notice and a chance to get information out of that Service. Please see our FAQ for more information.

Restrictions Except as expressly permitted under this Agreement, you agree that your permission to use the Service is conditioned upon you following all the restrictions set forth in the "Scholar Present Technology" and "Acceptable Use and Conduct" sections.

## Scholar Present Technology

The Service and the Scholar Present Technology are intended solely for the personal, non-commercial use of our Users and may only be used in accordance with this Agreement. "Scholar Present Technology" means all past, present and future content of the Service, including, all the software, hardware and technology used to provide the Service (including Scholar Present proprietary code and third-party software), user interfaces, materials displayed or performed on the Service, such as text, graphics, articles, photographs, images, illustrations and the design, structure, sequence and "look and feel" of the Services, and all other intellectual property, including all Scholar Present Marks. "Scholar Present Marks" means the trademarks, service marks, logos, or any other trade name, trademarks, service marks and other distinctive or proprietary brand features of Scholar Present.

Scholar Present Technology is protected by copyright and other intellectual property laws. Using our Service does not give you ownership of any intellectual property rights in our Service or the Scholar Present Technology. You agree that, as between you and Scholar Present, all the intellectual property rights in the Scholar Present Service and Scholar Present Technology, which does not include User Content (as defined below), are owned by Scholar Present or its licensors. These terms do not grant you the right to use any Scholar Present Marks.

You will not, nor will you allow any third party (whether or not for your benefit) to:

- Run, license, rent, lease, loan, distribute, or sell access to the Scholar Present Service or the Scholar Present Technology.
- Build or support (and/or assist a third-party in building or supporting) products or services in competition with Scholar Present, or access the Scholar Present Service to build a product using similar ideas, features, functions, interface or graphics of the Scholar Present Service.
- Use, store, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, create derivative works from, display, license, sell or otherwise exploit the Scholar Present Technology for any purposes other than as expressly permitted under this Agreement.
- Decompile, reverse engineer, disassemble, or otherwise attempt to obtain the source code of any Scholar Present Technology.
- Circumvent, disable or otherwise interfere with security related features or features that prevent or restrict use or copying of any User Content or Scholar Present Technology or enforce limitations on use of the Scholar Present Service or the User Content and Scholar Present Technology.
- Remove, obscure, or alter any copyright, logo, trademark, or other legal notices displayed in or along with our Services or any Scholar Present Premium Features or other custom products or merchandise, or otherwise use any of the Scholar Present Technology in a manner that creates the impression that the Scholar Present Technology belongs to you.

## Registration

You must register for our Services using accurate data, provide your current mobile phone number, and, if you change it, update this mobile phone number using our in-app change number feature. You agree to receive text messages and phone calls (from us or our third-party providers) with codes to register for our Services.

## Fees and Taxes.

You are responsible for all carrier data plan and other fees and taxes associated with your use of our Services. We may charge you for our Services, including applicable taxes. We may refuse or cancel orders. We do not provide refunds for our Services, except as required by law.

## Privacy policy and user data

Scholar Present cares about your privacy. Scholar Present's Privacy Policy describes our information (including message) practices, including the types of information we receive and collect from you and how we use and share this information. You agree to our data practices, including the collection, use, processing, and sharing of your information as described in our Privacy Policy, as well as the transfer and processing of your information to the United States and other countries globally where we have or use facilities, service providers, or partners, regardless of where you use our Services. You acknowledge that the laws, regulations, and standards of the country in which your information is stored or processed may be different from those of your own country.

## Acceptable use and Conduct

We do our best to keep Scholar Present safe, but we cannot guarantee it. We need your help to keep Scholar Present safe, which includes the following commitments by you when using our Service:

1. You will only use the Service as permitted by law, including applicable export or re-export control laws and regulations.
2. You will not post unauthorized commercial communications (such as spam, promotional emails, or advertisements) on or through the Service.
3. You will not collect users' content or information, or otherwise access the Service, using automated means (such as harvesting bots, robots, spiders, or scrapers) without our prior permission.
4. You will not engage in unlawful multi-level marketing, such as a pyramid scheme, on the Service.
5. You will not upload viruses or other malicious code, files or programs.
6. You will not collect, solicit or otherwise obtain login information or access an account belonging to someone else.
7. You will not use the Service to violate a person's right to privacy or publicity or otherwise collect, use or disclose data, including personal information, about other users without their consent or for unlawful purposes or in violation of any Law.
8. You will not bully, intimidate, or harass any User or use the Service in any manner that is threatening, abusive, violent, or harmful to any person or entity, or invasive of another's privacy.
9. You will not post or approve any User Content or use the Service in a manner that infringes, violates or misappropriates any third-party's intellectual property rights or other proprietary rights, privacy rights or contractual rights.
10. You will not use the Service in any way to upload, post, transmit, email or otherwise distribute content that: is hate speech, discriminating, defamatory, threatening, pornographic or obscene; incites violence; contains nudity or graphic or gratuitous violence; or is otherwise objectionable as reasonably determined by Scholar Present.
11. You will not use the Service to do anything unlawful, deceptive, misleading, illegal, unethical, malicious, or discriminatory.
12. You will not do anything that could disable, overburden, or impair the proper working or appearance of the Service or prevent other Users from using the Service, such as a denial of service attack or interference with page rendering or other Service functionality.
13. You will not access (or attempt to gain unauthorized access) to the Service or to Scholar Present's computer systems by any means other than as permitted in this Agreement or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of, the Service.
14. You will not use automated means, including spiders, robots, crawlers, data mining tools, or the like to download data from the Service, including any Users' content or information, or otherwise access the Service, - except for Internet search engines (e.g., Google) and non-commercial public archives (e.g. archive.org) that comply with our robots.txt file, or "well-behaved" web services/RSS/Atom clients. We reserve the right to define what we mean by "well-behaved."

15. You will not employ misleading email or IP addresses, or forged headers or otherwise manipulated identifiers in order to disguise the origin on any content transmitted to or through the Service.
16. You will not use the Service in any commercially unreasonable manner or in any manner that would disparage Scholar Present.
17. You will not impersonate a Scholar Present employee, or any other person, or falsely state or otherwise misrepresent your affiliation with any person or entity.
18. You will not use the Service in any manner that is harmful to minors. Without limiting the foregoing, you will not transmit or post any content anywhere on the Service, including any User Content, that violate child pornography laws or that otherwise violates any child sexual exploitation laws. Scholar Present absolutely does not tolerate this and will report any suspected instances of child pornography, including reporting any of your user registration information, to law enforcement, including the National Center for Missing and Exploited Children.
19. You will not copy, modify, or distribute any text, graphics, or other material or content available through the Service without our prior written permission, or if such content is a User Content, the prior written consent of such User.
20. You will comply at all times with the Community Guidelines.
21. You will not facilitate or encourage any violations of this Agreement or our policies, including, without, limitation, to facilitate the unlawful distribution of copyrighted content.

## Third-party services

Our Services may allow you to access, use, or interact with third-party websites, apps, content, and other products and services. For example, you may choose to use third-party data backup services (such as iCloud or Google Drive) that are integrated with our Services or interact with a share button on a third party's website that enables you to send information to your Scholar Present contacts. Please note that when you use third-party services, their own terms and privacy policies will govern your use of those services.

## Privacy and Security

Your privacy is extremely important to us, and we take great care to limit what we collect and how we use it, and to enable you to understand our policies. Please read our Privacy Policy which explains how we treat your personal information and protect your privacy when you use our Service and for more information on the administrative, technical and physical safeguards we maintain to protect against unauthorized use, disclosure of or access to personal information. Please see our Privacy Policy for a description of the procedures 1) by which a student, parent or legal guardian of a student may review, access or delete the personal information of a student; and 2) by which the Institution may access and delete Education Records.

In addition, please read the DPA, which is an agreement between us and your school, and describes the duties and responsibilities to protect Student Data transmitted to Scholar Present. By using our Service, you agree that Scholar Present can use such data in accordance with our Privacy Policy. We won't reduce your rights under the Privacy Policy without your explicit consent.

## Indemnification

You agree to defend, indemnify, and hold harmless the Scholar Present Parties from and against all liabilities, damages, losses, and expenses of any kind (including reasonable legal fees and costs) relating to, arising out of, or in any way in connection with any of the following: (a) your access to or use of our Services, including information provided in connection therewith; (b) your breach or alleged breach of our Terms; or (c) any misrepresentation made by you. You will cooperate as fully as required by us in the defense or settlement of any Claim.

## Availability and termination of our services

Availability of Our Services. Our Services may be interrupted, including for maintenance, repairs, upgrades, or network or equipment failures. We may discontinue some or all of our Services, including certain features and the support for certain devices and platforms, at any time. Events beyond our control may affect our Services, such as events in nature and other force majeure events.

Termination. We may modify, suspend, or terminate your access to or use of our Services anytime for any reason, such as if you violate the letter or spirit of our Terms or create harm, risk, or possible legal exposure for us, our users, or others. The following provisions will survive any termination of your relationship with Scholar Present: "Licenses," "Disclaimers," "Limitation of Liability," "Indemnification," "Dispute Resolution," "Availability and Termination of our Services," "Other," and "Special Arbitration Provision for United States or Canada Users."

## Contact information

For more information about how to contact Company, Please visit our contact page on our page.