

Schoodles-Terms of Use/Service

Terms of Service

By using our Schoodles website (the "Site"), you agree to be bound by these Terms of Service and to use the Site in accordance with these Terms of Service and any additional terms and conditions that are referenced herein or that otherwise may apply to specific sections of the Site, or to products and services that we make available to you through the Site (all of which are deemed part of these Terms of Service). Accessing the Site, in any manner, whether automated or otherwise, constitutes use of the Site and your agreement to be bound by these Terms of Service. Your accessing the Site for the limited and exclusive purpose of reviewing these Terms of Service does not constitute your "use" of the Site or agreement to be bound by these Terms of Service unless you further access or use the Site.

We reserve the right to change these Terms of Service or to impose new conditions on use of the Site, from time to time, in which case we will post the revised Terms of Service on this website and update the "Last Updated" date to reflect the date of the changes. If we make a material change to the Terms of Service, we will not enforce the material change retroactively unless we notify you by posting a prominent notice of the change on the home or landing page of the Site or otherwise notify you of the changes so you may elect whether to accept the changes by continuing to use the Site, or terminate your account. By continuing to use the Site after we post any such changes or notify you of any material changes, you accept the Terms of Service, as modified.

We also reserve the right to deny access to the Site or any features of the Site to anyone who violates these Terms of Service or who, in our sole judgment, interferes with the ability of others to enjoy our website or infringes the rights of others.

Rights and Restrictions Relating to Site Content

Your Limited Right to Use Site Materials. This Site and all the materials available on the Site are the property of Schoodles Partnership, and are protected by copyright, trademark, and other intellectual property laws. The Site is provided solely for your professional use. You may not use the Site or the materials available on the Site in a manner that constitutes an infringement of our rights or that has not been authorized by us.

If you are a member of Schoodles, you **MAY** download, print copies and/or distribute PDF materials (printed or electronically) **via email or uploaded to a secure platform assigned to that student/client**. This distribution is for your professional, and training purposes to parents/families of students you provide service to, provided that you keep intact all copyright and other proprietary notices.

In other words, you **MAY** download and email a resource to a particular parent/caregiver to meet their child's (your client/student) individual needs.

Members **MAY** upload resources to individual students/clients using password protected platforms such as Google Classroom. However, the resources must be assigned to individual students/clients that are on the therapist's caseload.

Please remember you may **NOT** modify, copy, reproduce, republish, upload, post, transmit, translate, sell, create derivative works, exploit, or distribute in any manner or medium (including uploading resources by electronic means) any material from the Site without permission from the Schoodles Partnership.

***** You may NOT upload, sell or share resources to a school website or agency/clinic/educational platform to share with single students, multiple families or that platform's community.**

Limitations on Use of Third Party Materials. Some of the material available on this Site may be provided by outside third parties. Whenever material is provided by an outside third party you will be advised as such. By using this Site you agree and acknowledge that (1) you will not publish, display, broadcast, or rewrite for broadcast or publication, or redistribute, directly or indirectly in any medium, any text, photo, graphic, audio, and/or video material; and (2) no third party materials nor any portion thereof may be stored in a computer except for personal and **non-commercial use**. We will not be held liable for any delays, inaccuracies, errors, or omissions in any third-party materials or in the transmission or delivery of all or any part of its materials, or for any damages arising from any of the foregoing. In addition to those outlined in this paragraph, third parties may impose other terms and conditions on the use of their materials, in which case, you will be advised of such terms and conditions.

Access to Certain Features of Our Site

If you elect to become a member of the Site, you will be asked to register with your name and email address, or if you are purchasing a group of memberships, names and email addresses. You agree to provide true, accurate, current, and complete information about yourself or your group. If we have reasonable grounds to suspect that such information is untrue, inaccurate, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

Responsibility for Your Individual Username and Password

To use certain features of our Site, you will need a username/email address and password to create an account. Username/email address and passwords are for **individual member use only** and are **NOT** to be shared or used by others. Memberships may be transferred within an organization by contacting Schoodles. New user name/email addresses added to a group of memberships may be purchased at a discounted rate to be determined by Schoodles according to the current rates for groups of a similar size. We reserve the right to reject or terminate the use of any username that we deem offensive or inappropriate. In addition, we also reserve the right to terminate the use of any username/email address or account, or to deny access to the Site or any

features of the Site, to **anyone** who violates these Terms of Service or who, in our sole judgment, interferes with the ability of others to use our website or infringes the rights of others. **You are responsible for maintaining the confidentiality of the password and account, and are responsible for all activities (whether by you or by others) that occur under your password or account.**

You agree to notify us immediately of any unauthorized use of your password or account or any other breach of security, and to ensure that you exit from your account at the end of each session. We cannot and will not be liable for any loss or damage arising from your failure to protect your password or account information.

Modifications to, or Discontinuation of, the Site

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Site, or any portion thereof, with or without notice. You agree that we will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Site or any portion thereof.

Disclaimers

Throughout our Site, we may provide links and pointers to Internet sites maintained by third parties. Our linking to such third-party sites does not imply an endorsement or sponsorship of such sites, or the information, products or services offered on or through the sites. In addition, neither we nor any of our respective affiliates operate or control in any respect any information, products or services that third parties may provide on or through the Site or on websites linked to by us on the Site.

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YOU ACKNOWLEDGE THAT THE PROVISIONS OF THIS SECTION ARE A MATERIAL INDUCEMENT AND CONSIDERATION TO US TO GRANT THE LICENSE CONTAINED IN THIS TERMS OF SERVICE AND TO PROVIDE YOU WITH ACCESS TO THE SITE AND SERVICES.

You must provide and are solely responsible for all hardware and/or software necessary to access the Site. You assume the entire cost of and responsibility for any damage to, and all necessary maintenance, repair or correction of, that hardware and/or software.

You acknowledge that by using the Site, you may incur charges from your wireless carrier, internet service provider or other method of internet or data access, and that payment of any such charges will be your sole responsibility. You agree that your use of the Site will be in accordance with all requirements of your wireless carrier, internet service provider, and other method of internet or data access. We do not control network access. Your use of these networks may not be secure and may expose your personal information sent over such networks.

The Site should not be used in any high-risk activities where damage or injury to persons, property, environment, finances, or business may result if an error occurs. You expressly assume all risk for such use.

Your interactions with companies, organizations, and/or individuals found on or through our Site, including any purchases, transactions, or other dealings, and any terms, conditions, warranties, or representations associated with such dealings, are solely between you and such companies, organizations, and/or individuals. You agree that we will not be responsible or liable for any loss or damage of any sort incurred as a result of any such dealings.

Limitation of Liability

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, WILL WE OR AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THIS SITE, INCLUDING ITS MATERIALS, PRODUCTS, OR SERVICES, OR THIRD-PARTY MATERIALS, PRODUCTS, OR SERVICES MADE AVAILABLE THROUGH THIS SITE, EVEN IF WE ARE ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. (BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, OUR LIABILITY AND THE LIABILITY OF OUR AFFILIATES IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.) YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT WE ARE NOT LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER. IF YOU ARE DISSATISFIED WITH THE SITE, OR ANY MATERIALS, PRODUCTS, OR SERVICES ON THE SITE, OR WITH ANY OF THE SITE'S TERMS AND CONDITIONS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

Indemnification

You agree to indemnify and hold harmless us, our affiliates, and each of our and their respective directors, officers, managers, employees, shareholders, agents, representatives and licensors, from and against any and all losses, expenses, damages and costs, including reasonable attorneys' fees, that arise out of your use of the Site, violation of these Terms of Service by you or any other person using your account, or your violation of any rights of another. We reserve the right to take over the exclusive defense of any claim for which we are entitled to indemnification under this section. In such an event, you agree to provide us with such cooperation as is reasonably requested by us.

Suspension and Termination of Access

You agree that, in our sole discretion, we may suspend or terminate your password, account (or any part thereof) or use of the Site, or any part of the Site, at any time, for any reason, without notice. You agree that we will not be liable to you or any third party for any suspension or termination of your password, account (or any part thereof), or use of the Site, or any removal of any materials that you have submitted to the Site. In the event that we suspend or terminate your access to and/or use of the Site, you will continue to be bound by the Terms of Service that were in effect as of the date of your suspension or termination.

Notice of Copyright Infringement

If you are a copyright owner who believes your copyrighted material has been reproduced, posted or distributed via the Site in a manner that constitutes copyright infringement, please inform our designated copyright agent by sending written notice by U.S. Mail to address: 14867 130TH STREET LANE NORTH STILLWATER, MINNESOTA or by email to Marie@schoodles.com Please include the following information in your written notice: (1) a detailed description of the copyrighted work that is allegedly infringed upon; (2) a description of the location of the allegedly infringing material on the Site; (3) your contact information, including your address, telephone number, and, if available, email address; (4) a statement by you indicating that you have a good-faith belief that the allegedly infringing use is not authorized by the copyright owner, its agent, or the law; (5) a statement by you, made under penalty of perjury, affirming that the information in your notice is accurate and that you are authorized to act on the copyright owner's behalf; and (6) an electronic or physical signature of the copyright owner or someone authorized on the owner's behalf to assert infringement of copyright and to submit the statement. Please note that the contact information provided in this paragraph is for suspected copyright infringement only. Contact information for other matters is provided elsewhere in these Terms of Service or on the Site.

Restrictions

The Site is intended for use by residents of the United States and other countries however, it may not comply with legal requirements of foreign countries. Other countries may have laws and regulatory requirements that differ from those in the U.S. By using this Site, you agree to the transfer and processing of any personal information you provide to the U.S. under the laws of the United States and the State of Minnesota, rather than under the law of your home country.

Other

This agreement constitutes the entire agreement between you and us with respect to the subject matter contained in this agreement and supersedes all previous and contemporaneous agreements, proposals, and communications, written or oral. You also may be subject to additional terms and conditions that may apply when you use the products or services of a third party that are provided through the Site. In the event of any conflict between any such third-party terms and conditions and these Terms of Service, these Terms of Service will govern. This agreement will be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to any principles of conflicts of law.

This agreement is personal to you, and you may not assign it to anyone. If any provision of this agreement is found to be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from this agreement and will not affect the validity and enforceability of any remaining provisions. These Terms of Service are not intended to benefit any third party, and do not create any third-party beneficiaries. Accordingly, these Terms of Service may only be invoked or enforced by you or us. You agree that, regardless of any statute or law to the contrary, any claim or cause of action that you may have arising out of or related to use of the Site or these Terms of Service must be filed by you within one year after such claim or cause of action arose or be forever barred.