



Terms of Use Agreement

BY USING THIS SYSTEM, YOU INDICATE THAT YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE YOU SHOULD DISCONTINUE YOUR USE OF THIS SYSTEM IMMEDIATELY.

Grant of License. You are granted a non-exclusive, non-transferable, revocable, limited license to use the Online Scheduler™ subject to your compliance with all of the terms and conditions of this Agreement. You will not have any proprietary rights in and to the software and materials accessible in the Online Scheduler™. This license is granted for the term of one school year and may be renewed upon the purchase of an additional year's use.

License Violations. Your license to use the Online Scheduler™ shall be revocable and will automatically terminate upon your violation of the terms hereof or upon your use of the software beyond the scope of the license provided herein.

Description of Service. Subject to the terms and conditions of the Terms of Use, Canyon Creek Software, LC will provide the following: Online Scheduler™, a service that allows teachers and counselors to create and maintain their parent-teacher (or counselor) conference schedules online, and provides parents/guardians with access to that information through the World Wide Web. All users of this system including teachers, administrators, counselors, parents and guardians are responsible for their own access to the World Wide Web.

School Responsibilities. You agree to provide accurate, current, and complete data for the system to operate correctly, and to promptly notify Canyon Creek Software, LC if any of your data changes. *If you provide any data that is untrue, not current, incomplete, or if Canyon Creek Software, LC has reasonable grounds to suspect that information provided is untrue, not current, or incomplete, Canyon Creek Software, LC has the right to suspend or terminate your account.*

Fees. By signing up for the Online Scheduler™, you agree to pay the then-current fees associated with the service. Canyon Creek Software, LC reserves the right to modify its fees with or without notice.

Billing Methods. You may choose to pay either by check or by credit card. If you choose to pay by check, payment is due upon receipt of your invoice. If you choose to pay by credit card, you must provide Canyon Creek Software, LC valid credit card information. If for some reason Canyon Creek Software, LC is unable to charge your credit card, you are still liable for any and all charges incurred and must pay Canyon Creek Software, LC the amount due.

Acceptable Use. Users are solely responsible for their actions taken through the use of their sign in account. Users may not:

- use any information, including personal information, accessible through the Online Scheduler™ for any purpose other than its intended purpose in connection with the services provided by the Site;



- transmit or re-circulate any information, content or material obtained from the Site or to create a database, electronic or otherwise, that includes information or material downloaded or otherwise obtained from the Site;
- distribute, copy, publish, assign, sell, bargain, convey, transfer, pledge, lease or grant any further rights pertaining to access to this Site or any materials on this Site;
- modify, enhance, reverse engineer or otherwise alter or access the software code that provides the features you are entitled to use.

Privacy. Your privacy is important to us. Your personal information provided to Canyon Creek Software whether submitted by you or by someone else will only be used by Canyon Creek Software, LC in accordance with our Privacy Policy Statement.

Copyrights and Trademarks. You are hereby notified that any and all content and software made available for use through this Site is the copyrighted work of Canyon Creek Software, LC or of the appropriate owner. You should not assume that any item available on or through this Site is in the public domain or constitutes "free ware." Canyon Creek Software, LC asserts all copyrights and other proprietary rights in and to such items regardless of whether such materials include a notice of copyright.

Any adaptation, modification, publication, reproduction, redistribution, or any other action on materials accessible through this Site (including all software code) is in violation of the copyright owner's exclusive rights under the United States Copyright Act which is beyond the scope of the rights granted in this Terms of Use Agreement and will constitute an infringement upon the rights of the Canyon Creek Software, LC copyright and is punishable under the United States Copyright Act.

All trademarks used or referred to on this Site are the property of their respective owners. The names, logos and icons identifying Canyon Creek Software products and services, are proprietary trademarks of Canyon Creek Software, LC and may not be used for any purpose without the express written consent of Canyon Creek Software, LC.

Canyon Creek Software, the Online Scheduler logo, the Canyon Creek Software logo, trademarks and service marks, and other Canyon Creek Software logos and product and service names are marks ("Marks") of Canyon Creek Software, LC. Without Canyon Creek Software, LC's prior permission, you agree not to display or use in any manner, their Marks.

No Warranty. The contents and operations of the Online Scheduler™ and all items accessed through the website are provided on an "AS IS" basis and may contain technical and typographical errors. CANYON CREEK SOFTWARE, LC MAKES NO REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED AND HEREBY DISCLAIMS ANY AND ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OWNERSHIP, AND NON-INFRINGEMENT, WITH RESPECT TO SERVICES, MATERIALS, OR PRODUCTS OFFERED BY CANYON CREEK SOFTWARE, LC. No oral advice or written



information provided shall create a warranty; nor shall users or visitors to the Online Scheduler™ website rely on any such information or advice.

Disclaimer of Liability. YOU EXPRESSLY UNDERSTAND AND AGREE THAT CANYON CREEK SOFTWARE, LC SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF CANYON CREEK SOFTWARE, LC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICE RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICE PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.

YOU ALSO AGREE THAT CANYON CREEK SOFTWARE, LC WILL NOT BE LIABLE FOR ANY (1) INTERRUPTION OF BUSINESS, (2) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THIS SITE OR THE WEB SITE(S) YOU ACCESS THROUGH THIS SERVICE; (3) DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (4) EVENTS BEYOND CANYON CREEK SOFTWARE, LC'S CONTROL;

IN NO EVENT SHALL CANYON CREEK SOFTWARE, LC'S MAXIMUM AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU TO CANYON CREEK SOFTWARE, LC FOR THE SERVICE, BUT IN NO EVENT GREATER THAN THREE HUNDRED DOLLARS (\$300.00). BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES, OUR LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW.

While measures may be taken to secure information, we shall not be liable for the actions of third parties in breach of any security measures. Additionally, Canyon Creek Software, LC disclaims any and all responsibility or obligation for software (online or otherwise) or feature available through the Online Scheduler™ website, including infringement upon the rights of any other party, any errors, viruses or functioning of any software through this Site, and all other claims, suits, threats, and demands relative to any such software or functionality. Canyon Creek Software, LC is not responsible for the results of any errors, omissions or defects that may be found to exist in the Online Scheduler™ or the items available by access hereto.

Indemnity. You agree to indemnify, reimburse and hold Canyon Creek Software, LC and its respective members, officers, directors, employees, representatives, affiliates, and agents ("Indemnitees") harmless from any and all liabilities, obligations, losses, damages, penalties, claims, actions, judgments, suits, costs, expenses or disbursements (including, without limitation,



reasonable attorneys' fees and expenses) of whatsoever kind or nature which may be imposed on, asserted against or incurred by any of the Indemnitees in any way relating to any breach of these Terms by you or your use of any services offered by Canyon Creek Software, LC.

Governing Law. This Agreement shall be interpreted under the laws of the State of Utah. You agree that all controversies pertaining to the Site shall be brought in the courts of Salt Lake County, State of Utah. You hereby submit to the jurisdictions of such court. Federal courts located in the state of Utah shall have jurisdiction over copyright claims brought by the Licensor and you hereby submit to the jurisdiction of federal court located in the State of Utah.

Failure To Enforce. Licensor's failure to enforce any rights hereunder or its copyright in the software shall not be construed as amending this Agreement or waiving any of Licensor's rights hereunder or under any provision of state or federal law.

Disclaimer of Endorsement: *Reference to commercial or non-commercial products or services does not constitute or imply its endorsement or recommendation in any way by Canyon Creek Software, LC*

Site Maintenance & Updates. Canyon Creek Software, LC will generally make updates to the System during off hours and will restrict access for as short a time as possible, however it reserves the right to restrict access to the System at any time to update or otherwise maintain the System. Additionally Canyon Creek Software, LC reserves the right to enhance, update, remove, or otherwise change services, products, programs, features, and content without notice.

Compatibility. We make no warranties about the compatibility of the Online Scheduler™ with all hardware and software which may be used to access the System.

THIS AGREEMENT MAY BE MODIFIED WITHOUT NOTICE AND AT CANYON CREEK SOFTWARE, LC'S SOLE DISCRETION. YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THIS AGREEMENT TO OBTAIN TIMELY NOTICE OF SUCH CHANGES. YOUR CONTINUED USE OF THE SITE SHALL CONSTITUTE ACCEPTANCE OF SUCH MODIFICATIONS.

Survival. All representations and warranties in the Terms of Use shall survive the termination of the Terms of Use.

-- End --