

General

Use of this Platform is governed by these terms of use and your school's terms of use or like document which governs your use of school offered media and digital services ("Terms"). Your school's Terms of Use or like document for this Platform is available for your review by clicking the Terms of Use button on this page. Please read both this document and your school's document because by using this platform you acknowledge that you have read these Terms and that you accept and agree to abide by them. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT ACCESS OR OTHERWISE USE THE PLATFORM. Nuro Retention, ("Nuro") may from time to time change the terms of this document, and your school may change the terms of its document. Because these Terms are binding upon you in connection with any use you make of the Platform, you are advised to periodically review this page for changes to the Terms.

Platform Subject Matter

The entire Platform, as well as all photographs, images, text, designs, icons, video, audio, structure, illustrations, layout, selection and arrangement, software, "look and feel," User Submissions (as defined below), and other elements contained on or otherwise making up the Platform (collectively, the "subject matter"), are protected by copyright, trademark, trade dress, and other intellectual property laws and international conventions. Unless otherwise noted, all rights, titles, and interests in and to the Platform and the Subject Matter are owned or licensed by Nuro Retention ("Nuro"). Nuro grants presently matriculating students as well as staff members and administrators of your school limited, nonexclusive, nontransferable permission to access and use the Platform only for educational and related purposes. In all events, however, you shall not be permitted to, and you shall not permit others to: (i) copy, adapt, display, distribute, publish, disseminate, transmit, store, sell, or use the Platform for any purposes or in any manner other than as intended and expressly authorized in writing by Nuro; (ii) attempt to remove from the Platform, download, copy, recreate, disassemble, modify, destroy, tamper with, deactivate, translate, reverse engineer, or decompile any software or other Subject Matter on the Platform; (iii) assign, sell, sublicense, lease, or otherwise transfer your right to use the Platform or the Subject Matter; or (iv) remove or obscure any copyright or other proprietary notices set forth on the Platform or the Subject Matter. If you are not a currently matriculating student, staff member or administrator of this school, you are instructed to immediately exit this platform.

Proper Usage

You agree to use the Platform and the Subject Matter only for proper, lawful purposes and not for any illegal, unethical, fraudulent, deceptive, or other unauthorized purposes. You agree to refrain from using any device, software, or routine to interfere or attempt to interfere with the proper working of the Platform or any activity being conducted on the Platform. You further agree to refrain from taking any action that could impose an unreasonable or disproportionately large burden on the Platform infrastructure. You further agree to refrain from making any attempt to harvest or otherwise collect or compile information about others, including e-mail addresses or personal data, without their consent. You acknowledge that, while much of the Platform is open for browsing, some areas of the Platform may from time to time be restricted and accessible only to certain users. You agree to access and use only those areas of the Platform that have been authorized for your use and to refrain from using any password or account information of any third party. You agree not to disclose or share your password or other relevant account information with any third parties or to use your password for any unauthorized purpose.

User Submissions

By posting submissions, uploading files, inputting data, or engaging in any other form of communication with or to the platform (collectively, "user submissions"), you hereby grant to Nuro a perpetual, worldwide, irrevocable, unrestricted, nonexclusive, royalty-free right and license to use, copy, adapt, distribute, transmit, modify, edit, translate, and otherwise exploit such user submissions for the sole purpose of increasing student success at your school. Nuro reserves the right to use only de-identified data from the platform to further refine and improve platform capabilities at your and other Nuro client schools. Notwithstanding the foregoing, user submissions containing personal information and data shall be governed by the Privacy Policy of this Platform.

You agree to submit to the platform only user submissions that are proper, lawful, and related to the purposes of the platform. You agree that you will not, and will not permit others to, submit any user submissions to the platform that:

- (i) infringe any intellectual property, privacy, or publicity rights of others;
- (ii) are obscene, vulgar, profane, defamatory, threatening, harassing, abusive, hateful, or embarrassing to others;
- (iii) constitute, or encourage conduct that would constitute, a criminal offense, give rise to civil liability, or otherwise violate law;
- (iv) contain a virus or other harmful component;
- (v) constitute or contain false or misleading indications of origin, statements of fact, or impersonations of another person or entity;
- (vi) constitute advertising or solicitation of business;
- (vii) disrupt the normal flow of activity on the platform; or
- (viii) constitute chain letters, pyramid schemes, virus hoaxes, false alarm messages, "spam," or similar material.

Your school and Nuro reserve the right in its sole discretion to delete without notice any user submissions received from any source. Your school and Nuro further reserves the right in its sole discretion to limit, restrict, suspend, or terminate any person's or company's access to or usage of the platform or any other portion hereof for any reason. Your school and Nuro further reserve the right in its sole discretion to change, suspend, or discontinue any aspect, feature, function, or Subject Matter of the platform at any time without notice or liability.

Notification of Copyright Infringement

Your school and Nuro will, in certain circumstances, terminate access to users who infringe the intellectual property rights of others. If you believe that your work has been used or copied in a way that constitutes copyright infringement and such infringement is occurring on the platform, please provide your school's copyright agent (set forth below) a written notice ("notice") containing the following elements:

- (i) a physical or electronic signature of the person authorized to act on behalf of the owner of the copyright interest that is alleged to have been infringed, if available; and
- (ii) a description of the copyrighted work or works that you claim have been infringed and identification of what material in such work(s) is claimed to be infringed and which you request be removed, deleted, or disabled;
- (iii) a description of where the material that you claim is infringing is located on the platform;
- (iv) information sufficient to permit your school to contact you, such as your physical address, telephone number, and e-mail address;
- (v) a statement by you that you have a good faith belief that the use of the material identified in your notice in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- (vi) a statement by you that the information in your notice is accurate and, under penalty of perjury, that you are the copyright owner or authorized to act on the copyright owner's behalf.

Your school's copyright agent for notice of claims of copyright infringement can be reached as follows:

By mail: [Insert School and copyright agent name, address]

By Telephone: [Insert telephone number]

• By email: [Insert email address]

The copyright agent should be contacted only if you believe that your or another's work has been used or copied in a way that constitutes copyright infringement and such infringement is occurring on the platform. No other inquiries directed to the copyright agent will receive a response.

Children's Privacy

Nuro is committed to protecting the privacy of children. If you are a student under the age of 13, certain functionality on this platform may be disabled for you so that you cannot transmit personal information about yourself. If you feel that you need access to a disabled function, please discuss it with your parent(s) or guardian(s) so that they may request access to the function for you.

Any communication from this platform concerning a child under the age of 13 will be solely directed to the child's parent(s) or guardian(s).

Disclaimers

The platform and Subject Matter are provided "as is, where is." To the maximum extent legally permissible by law, Nuro hereby disclaims all warranties, express or implied, as to the platform, any and all Subject Matter and user submissions, and any and all information contained therein, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, and non-infringement of intellectual property. Without limiting the generality of the preceding sentence, Nuro specifically does not warrant: (i) that the operation of, or access to, the platform will be uninterrupted or error free; (ii) that platform errors and defects will be corrected; (iii) that the information on the platform is accurate, free of errors, reliable, complete, or timely; or (iv) that the platform and its server are virus-free.

Limitation of Liability

In no event shall Nuro be liable to you or any other party for any damages whatsoever (including, without limitation, damages for lost time, lost profits, business interruption, or lost information), whether based on warranty, contract, tort, or any other legal theory, whether direct, indirect, special, punitive, consequential, incidental, exemplary, or otherwise, arising out of the use or inability to use the platform, the Subject Matter, the user submissions, or information contained therein, and whether or not Nuro has been advised of the possibility of such damages. If any monetary damages are imposed upon Nuro notwithstanding the preceding limitation, you agree that such liability shall in no event exceed the lesser of actual damages or \$500.00.

Some jurisdictions prohibit the exclusion or limitation of liability for consequential or incidental damages. Accordingly, the limitations and exclusions set forth above may not apply to you.

Indemnification

You agree to defend, indemnify, and hold harmless Nuro, its affiliated companies, and their respective officers, directors, shareholders, employees, and agents, from and against any claims, actions, demands, damages, losses, liabilities, costs, or expenses, including, without limitation, reasonable legal and accounting fees (collectively, "losses"), resulting from or arising out of your breach of these terms, your use of the platform, user submissions submitted by you, or your use of any information obtained from the platform or any Subject Matter.

Miscellaneous

The platform is controlled and operated by Nuro from its offices in Miami, Florida. These terms shall be construed in accordance with the laws of the state of Florida, however, conflicting laws, rules or regulations in the state in which your school is situated may prevail. Any dispute arising under this agreement shall be resolved exclusively by the state and federal courts located in Miami, Florida. These terms are severable, such that the invalidity, in whole or part, of any term or provision contained herein shall not affect the validity of any other term or provision contained herein. Any such invalid term or provision shall be enforceable to the maximum extent permitted under applicable law. No failure or delay by Nuro in exercising any right hereunder shall operate as a waiver of such right and any written waiver in a given instance shall not be deemed to be a continuing waiver of any such right. All waivers by Nuro must be embodied in a written document signed by Nuro. You agree that any claim or cause of action you may have with respect to your use of the platform, the Subject Matter, or the information contained therein must be commenced within one (1) year after the claim or cause of action arises. These terms constitute the entire agreement between Nuro and you with respect to your use of the platform and all components hereof.