



## SchoolhousePartners

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GrantSelect is offered and sold on a subscription basis; however certain areas are available to visitors without cost on a trial or demonstration basis.

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Except as otherwise set forth in this agreement, under no circumstances may the data resident in this online product, in whole or in part, be copied, modified, distributed, or made available in any media, including, without limitation, electronic media, with or without charge, to any persons other than you, your employees or your patrons. You may not decompile, disassemble or otherwise reverse engineer the software. In addition, data extracted from the online product is to be used only in accordance with the terms of this agreement.

### Using GrantSelect

As part of the registration process, each User will select a password and user name ("User Name"). You agree to provide us with accurate, complete, and updated Account information. Failure to do so will constitute a breach of this Agreement, which may result in immediate termination of your rights to use the Account. You may not (a) select or use a User Name of another person with the intent to impersonate that person, (b) use a name subject to the rights of any other person without authorization, or (c) use a

User Name that we, in our sole discretion, deem inappropriate or offensive. You are responsible for maintaining the confidentiality of your User Name and password, and you will be responsible for all uses of your User Name and password, whether or not authorized by you.

In order to use the Website, you need to obtain a pass code (consisting of a username and a password. Pass codes are issued only to individual subscribers (collectively, "Users") who have registered.

Pass codes that have been issued to individuals may not be shared. Individual subscribers may share their access codes with their, spouse, children or grandchildren ("Immediate Family") only. Users remain at all times solely and fully responsible for the proper use of pass codes issued hereunder. Individual subscribers who intend to share their pass codes with Users of their Immediate Family under 13 years of age agree to supervise the minors' use of the Website.

All Users are entirely liable for all activities conducted through that Account, and are responsible for ensuring that any other person who uses the Account is aware of, and complies with, the terms of this Agreement. Each person who uses the Account agrees to be bound by the terms of this Agreement, whether or not such person is a Subscriber. You will notify us of any known or suspected unauthorized use(s) of your Account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your User Name and password. We will have no liability for any circumstances arising from the unauthorized use of a User Name, Member's password or your Account. Any fraudulent, abusive, or otherwise illegal activity on your Account may be reported to appropriate law-enforcement agencies by us.

If you have reason to believe that your Account is no longer secure (for example, in the event of a loss, theft, or unauthorized disclosure or use of your User Name, password, or any credit, debit, or charge card number stored on the Service), you must promptly change your password and notify us of the problem by sending an email to [techsupport@grantselect.com](mailto:techsupport@grantselect.com).

#### **Browsers, Equipment and Accessibility**

The User is solely responsible for obtaining and maintaining equipment and software, including without limitation operating system and browser software that conforms to GrantSelect's specifications in effect, as revised from time to time, in order to connect to, communicate with and use the Website.

Schoolhouse Partners shall use commercially reasonable efforts to maintain the accessibility of the Website at all times, but may discontinue some or all of the Website features or services at any time, with or without notice, in order to perform hardware or software maintenance and/or upgrades or problem resolution. Additionally, to the extent that use of the Website is prevented, hindered, delayed or made impracticable by reason of force majeure (including any cause that cannot be overcome by reasonable diligence and without unreasonable expense) or due to Schoolhouse Partners' compliance with its commercially reasonable standard operating procedures or with any laws, rules, policies, practices or regulations of any industry association or organization, or any jurisdiction or governmental authority, Schoolhouse Partners and its affiliates will be excused from such delay or performance.

#### **Communications Authorities**

Use of the Website is subject to the requirements, rules, regulations, operations and procedures of any relevant public communications authorities and/or private communications carriers. Schoolhouse Partners (and its affiliates) shall not be liable for any losses, costs, liabilities, damages, expenses and/or claims arising from or relating to the delay, alteration or interruption of telecommunications between User and Schoolhouse Partners caused by the failure for any reason of any communications facilities which User or Schoolhouse Partners (or any of affiliates) has contracted from any public communications authority or private communications carrier.

Additional Restrictions: You may not: (a) access the Website by any means other than a standard web browser having support for secure and encrypted communications, such as Netscape Navigator or

Microsoft Internet Explorer; (b) copy, reverse engineer, disassemble, decompile, translate, or modify any Website application or service; (c) sublicense, rent, lease, or permit any third party, to access any Website application or service through the use of User's password, except as permitted hereunder; (d) publish the results of benchmark tests of any Website application or service, or use any Website application in any manner which is competitive with services provided by GrantSelect; and (e) knowingly use or permit any others to use any facilities or services of GrantSelect or its Licensors in connection with any effort that the User knows seeks to breach the security or confidentiality of any other digital or on-line environment.

The User understands that except for Schoolhouse Partners and GrantSelect Content, Schoolhouse Partners does not control, provide, operate, and is not responsible for, any content, goods or services available on the Internet other than the GrantSelect Content on the Website. Internet content made accessible on the Internet by independent third parties is not part of, and is not controlled by, Schoolhouse Partners. Schoolhouse Partners neither endorses nor is responsible for the accuracy or reliability of such Internet content, goods or services.

The User should be aware that the Internet contains content, goods and services that you may find obscene, improper, hurtful or otherwise offensive and that may not be suitable for certain users of the Website. Because of the nature of the Internet, we cannot control where children may go while using the Website. Parents, guardians or teachers should supervise children when using the Website and the Internet at all times.

Any unauthorized use may subject you to civil liability and criminal prosecution under applicable laws.

#### **Restrictions on Transfer**

This license is non-transferable and may not be sold, assigned, transferred or sublicensed to any other person or entity, including without limitation by operation of law, without the prior written consent of Schoolhouse Partners. Any purported sale, assignment, transfer or sublicense without the prior written consent of Schoolhouse Partners will be void and will automatically terminate the license granted hereunder.

#### **New Materials**

This agreement covers all tangible embodiments of the online product, including without limitation, the content and software resident therein, as well as documentation and regular and special updates and supplements if stipulated in the product description made available to you under this agreement.

#### **Privacy**

Schoolhouse Partners is committed to protecting the privacy of website visitors and does not share personally identifiable information with third parties without your consent. Please consult our Privacy Policy for more information on our information collection, use and disclosure practices. You acknowledge that, although Schoolhouse Partners agrees to use its best efforts to comply with and to ensure that its Authorized Users, Content Providers, Distributors and Users comply with our Privacy Policy. Schoolhouse Partners cannot be held responsible for the actions of third parties who violate our Privacy Policy.

#### **Posting Materials by Authorized Users**

Schoolhouse Partners may permit its Users to post materials on the Website. Users shall not upload to, distribute through or otherwise publish, via e-mail, message boards or otherwise, any content which is libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, abusive, illegal or otherwise objectionable, that would constitute a criminal offense, violate the rights of any third party, or that would give rise to liability or violate any law. Schoolhouse Partners reserves the right to suspend or terminate any Account that is being used for commercial purposes, or is otherwise in violation of this Agreement.

By uploading materials to any message boards or other posting areas, or otherwise submitting any materials to us, you automatically grant (or warrant that the owner of such rights has expressly granted) Schoolhouse Partners a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate or create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed throughout the World. In addition, you warrant that all so-called "moral rights" in those materials have been waived.

### **Submissions**

If the User and/or its Authorized Users send us creative suggestions, ideas, notes, stories, messages, narratives, proposal packages, drawings, concepts, or other information or content ("Submissions"), the Submissions will be deemed, and shall remain, the sole and exclusive property of Schoolhouse Partners, and Schoolhouse Partners will be entitled to the unrestricted use of the Submissions for any purpose whatsoever, without compensation to User or its users. None of the Submissions shall be subject to any obligation of confidence on the part of Schoolhouse Partners, and Schoolhouse Partners shall not be liable for any use or disclosure of any Submissions. Without limiting the generality of the foregoing, Schoolhouse Partners shall exclusively own all now known or hereafter existing rights to the Submissions of every kind and nature throughout the World, and shall be entitled to unrestricted use of the Submissions for any purpose whatsoever, commercial or otherwise.

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Schoolhouse Partners warrants that the online product will perform in substantial compliance with the documentation and description of product content supplied. If you report a significant defect in performance in writing to Schoolhouse Partners, and Schoolhouse Partners is not able to correct same within sixty (60) days after its receipt of your notification, you may cancel the online product license and request a refund.

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### **Governing Law**

This Agreement shall be interpreted and construed according to, and governed by, the laws of Indiana and the United States of America. The federal or state courts covering Indiana shall have jurisdiction to hear any dispute under this Agreement.

Schoolhouse Partners makes no representation that materials on GrantSelect are appropriate or available for use in all locations. Those who choose to access GrantSelect do so on their own initiative and are

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### **Miscellaneous**

In the event any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provisions are held invalid by a court with jurisdiction over the parties to this Agreement, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remainder of this Agreement will remain in full force and effect.

The failure of either party to insist upon or enforce strict performance by the other party of any provision of this Agreement or to exercise any right under this Agreement will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance, rather, the same will be and remain in full force and effect.

Schoolhouse Partners may assign its rights and obligations under this Agreement and upon such assignment Schoolhouse Partners may be relieved of any further obligation hereunder. You represent to Schoolhouse Partners that you have the authority to subscribe to and/or use GrantSelect according to the terms and conditions of this Agreement.

### **Acceptance**

By using and/or subscribing to the Website, you hereby acknowledge that you have read and understand the foregoing Agreement, as may be amended or modified from time to time according to its terms, and agree to be bound by all of the terms and conditions hereof. You further specifically permit Schoolhouse Partners to use the email entered during the registration process to deliver support, sales, and product information related to your Free Trial or paid subscription.

### **Questions**

If you have any questions about this Agreement, please email us at: [legal@schoolhousepartners.net](mailto:legal@schoolhousepartners.net)