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Website Terms of Service

Effective Date: April 24, 2023

Introduction

Welcome! This Terms of Service ("**Website Terms**") is a legal agreement between you and Liminex, Inc. doing business as GoGuardian, and acting on behalf of itself and its affiliates, including Pear Deck, Snapwiz, Inc. dba Edulastic, Zorro Holdco, LLC dba TutorMe, and Giant Steps ("**Liminex**", "**GoGuardian**," "**we**," "**us**", or "**our**"). The Website Terms governs your access and use of our websites with the main pages located at [goguardian.com](#), [peardeck.com](#), [edulastic.com](#), [tutorme.com](#), or [giantsteps.app](#) (each, the "**Website**"). You acknowledge and agree that, by accessing or in any way using the Website, you are indicating that you have read, understand, and agree to be bound by these Website Terms, as well as our [Website Privacy Policy](#) (incorporated herein by reference). If you do not agree to these Website Terms, then you may not access or use our Website.

In the case of a conflict between the Website Terms and the terms of any other electronic or machine-readable statement or policy, the Website Terms shall control, except for any agreement governing the use of a product or service in which the user agrees to or is presented with a different governing agreement, such as our [Liminex Products Terms of Service](#)

[and End User License Agreement](#) for our products or other agreement. In such case, this other agreement shall control.

You are responsible for regularly reviewing this page of our Website for updates to these terms, which is detailed further below in Section 11.

1. Eligibility and Registration for Our Website

To obtain more information about our products and services, you may be required to signup or register on the Website, and/or be asked to provide certain information about yourself. You must be at least eighteen (18) years of age to use the Website. By signing up or providing such information, you acknowledge and agree that you are over eighteen (18) years of age, and that the information you have provided is true, accurate, and complete as of the date you provide such information, and that you will promptly update your information, should it change.

During the registration process, you may be required to provide an email address and/or create a password, such as to use certain features or to subscribe to our blog. It is your responsibility to keep your password confidential. You agree that you will not allow others to use your account and that you are fully responsible for all activities that occur under your account. You agree to notify us immediately at terms@goguardian.com in the event of unauthorized use of your password or account, or of any other breach of security relating to your account. We are not liable for any loss or damage resulting from your failure to maintain the confidentiality of your account. We may assume that any communications from your account have been made by you.

As a result of submitting or requesting information about our products, you may receive certain commercial communications from GoGuardian. You understand and agree to receive these communications. You may opt out of receiving these communications at any time by either using the unsubscribe functionality in such communications or by sending an email to unsubscribe@goguardian.com.

2. Our Proprietary Rights

The Website is owned and operated by Liminex and contains material, which is derived in whole or in part from material supplied by Liminex and its affiliates, subsidiaries, and partners, and other sources. Such materials are protected by United States copyright laws, international treaty provisions, trademarks, service marks, and other intellectual property laws. The Website is also protected as a collective work or compilation under U.S. copyright and other applicable law and treaties. You agree to abide by all applicable copyright and other intellectual property laws, as well as any additional copyright notices or restrictions contained in the Website.

All present and future rights in and to trade secrets, patents, copyrights, trademarks, service marks, know-how, and other proprietary rights of any type under the laws of any governmental authority, domestic or foreign, including rights in and to all applications and registrations relating to the Website shall, as between you and us, at all times be and remain the sole and exclusive property of Liminex. You agree to protect the proprietary rights of Liminex and all others having rights in the Website during and after the term of these Website Terms. You further agree to comply with all reasonable written requests made by us, our suppliers, and/or licensors of content or otherwise to protect their and others' contractual, statutory, and common law rights in the Website. You agree to notify us immediately

at terms@goguardian.com upon becoming aware of any unauthorized access or use of the Website by any individual or entity or of any claim that the Website infringes upon any copyright, trademark, or other intellectual property rights.

You may not use any of our trademarks, trade names, service marks, copyrights, or logos in any manner that creates the impression that such items belong to or are associated with you or, except as otherwise provided herein, are used with our written consent. You also acknowledge that you have no ownership rights in or to any such items.

You may not modify, copy, reproduce, republish, upload, post, transmit, or in any way distribute material from the Website, including content, code, and software (collectively, "**Material**") unless specifically granted written permission to do so by us. If you would like permission to distribute content from our Website, please contact us at marketing@goguardian.com. We have the right but not the obligation to make changes and updates to any Material without prior notice.

3. User Content

Our Website may enable you to submit, post, upload, or otherwise make available (collectively, "post") content such as public messages, ideas, comments, and other content (collectively, "User Content") that may or may not be viewable by other users. For example, you may submit User Content through the [GoGuardian Blog](#). You acknowledge and agree that all User Content, whether publicly posted or privately transmitted, is the sole responsibility of the person from whom the User Content originated. You further agree that you have all required rights to submit, post, upload, disseminate, or otherwise use such User Content without violation of any third-party rights.

When you submit User Content on or through your use of any of the Website, you grant us a world-wide, perpetual, irrevocable, royalty-free, non-exclusive, and sub-licenseable license to use, copy, distribute, reproduce, modify, edit, adapt, publicly perform, publicly display, translate, create derivative works from, and publish such User Content, in whole or in part, in any current or future-developed format or medium, including (without limitation) for promoting and redistributing part or all of the Website (and derivative works thereof) in any media formats and through any media channels. All of your suggestions for correction, change, or modification to the Website will be the property of Liminex and you hereby assign any rights in such feedback to GoGuardian, without payment to you.

You represent and warrant that you own or otherwise control all rights to any User Content that you post on or through the Website. You agree that you will indemnify, defend, and hold harmless Liminex for all claims resulting from User Content you post. We reserve the right, at our own expense, to assume the exclusive defense and control of such disputes, and in any event, you will cooperate with us in asserting any available defenses.

You acknowledge and agree that we and our designees may or may not, at our discretion, screen User Content before or after its appearance on the Website, but that we have no obligation to do so. You further acknowledge and agree that we reserve the right, in our sole discretion, to reject, move, edit, or remove any User Content that is contributed to the Website, but we do not assume the obligation. Without limiting the foregoing, we and our designees shall have the right, in our sole discretion, to delete any User Content that violates these Website Terms or is otherwise objectionable, or for any reason whatsoever or for no reason. You acknowledge and agree that we do not verify, adopt, ratify, or sanction User Content, and you agree that you must evaluate and bear all risks

associated with your use of or your reliance on the accuracy, completeness, or usefulness of User Content. You also understand that you may be exposed on the Website to User Content that you may consider offensive or objectionable.

4. Links

The Website may provide links to third party websites or resources. You acknowledge and agree that we are not responsible for the availability of such external sites or resources, and we do not endorse and are not responsible or liable for such linked websites or resources. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on any linked websites or resources. You also acknowledge and agree that these third party websites may have their own Terms of Service and Privacy Policy to which you may be bound.

5. Acceptable Use of GoGuardian's Websites

You agree that you will not:

- Post content or otherwise engage in activity that: harasses, abuses, or threatens any other person, or that contains obscene content; degrades others on the basis of gender, race, class, ethnicity, national origin, religion, sexual preference, disability, or other classification; or is unlawful, harmful, tortious, defamatory, libelous, or invasive of another's privacy.
- Copy, download (other than through page caching necessary for personal use, or as otherwise expressly permitted by these Website Terms), modify, distribute, transmit, display, perform, reproduce, broadcast,

duplicate, publish, license, create derivative works from, or offer for sale any content or other information contained on or obtained from or through the Website, by any means except as provided for in these Website Terms or with our prior written consent.

- Scrape, access, monitor, index, frame, link, or copy any content or information on the Website by accessing the Website in an automated way, using any robot, spider, scraper, web crawler, or any method of access other than manually accessing the publicly-available portions of the Website through a browser or any approved API.
- Violate the restrictions in any robot exclusion headers of our Website, if any, or bypass or circumvent other measures employed to prevent or limit access to the Website.
- Post or otherwise make available any material that contains any software, device, instructions, computer code, files, programs, and/or other content or feature that is designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment.
- Post or do anything that could disable, overburden, or impair the proper working of our Website; or interfere with our Website's appearance, security, or functionality.
- Post, utilize, or otherwise make available any other party's intellectual property unless you have the right to do so, whether through an assignment of rights, use waiver, license, or fair use exception.
- Falsely state or otherwise misrepresent your affiliation with a person or entity, or impersonate any person or entity in a manner that does not constitute parody.
- Solicit personal or sensitive information from other users such as address, credit card information, financial account information, or passwords.

- Post spam or other advertisements or solicitations, promote commercial entities, or otherwise engage in commercial activity on or through our Website.
- Violate the law or encourage conduct that would constitute a criminal offense or give rise to civil liability.
- Violate these Website Terms or any guidelines or policies posted by us.
- Interfere with any other user's or party's use and enjoyment of the Website.

If you violate any of these rules or use the Website in any way that is not authorized, we may, in our sole discretion, remove any User Content, block access to the Website, and/or cancel your or any other user's account. You agree to immediately notify us at terms@goguardian.com upon learning of any unauthorized use, misuse, or abuse of the Website.

6. Liability, Warranty Disclaimers, and Other Legal Information

6.1 Warranty Disclaimer

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK. THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET

ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE WEBSITE WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE.

ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE WEBSITE IS DOWNLOADED AND USED AT YOUR SOLE DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, MOBILE DEVICE, SOFTWARE, TECHNOLOGY, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH CONTENT.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM THE WEBSITE SHALL CREATE ANY WARRANTY.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

6.2 Indemnity

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD GOGUARDIAN AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, JOINT-VENTURERS, CO-BRANDERS, AND OTHER PARTNERS (AND ALL SUCCESSORS AND ASSIGNS OF ANY OF THE FOREGOING) (THE "**GOGUARDIAN PARTIES**"), HARMLESS FROM AND AGAINST ANY CLAIM OR DEMAND, INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND DISBURSEMENTS, MADE BY ANY THIRD PARTY IN CONNECTION WITH OR ARISING OUT OF YOUR USE OF THE WEBSITE, YOUR CONNECTION TO THE WEBSITE, YOUR VIOLATION OF THE WEBSITE TERMS OR PRIVACY POLICY, YOUR SUBMISSION, POSTING, OR TRANSMISSION OF USER CONTENT TO THE

WEBSITE, AND/OR YOUR VIOLATION OF ANY RIGHTS OF ANOTHER. THE GOGUARDIAN PARTIES RESERVE THE RIGHT, AT OUR OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF SUCH DISPUTES, AND IN ANY EVENT YOU WILL COOPERATE WITH US IN ASSERTING ANY AVAILABLE DEFENSES.

6.3 Limitation of Liability

YOU UNDERSTAND AND AGREE THAT IN NO EVENT SHALL THE GOGUARDIAN PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OF, OR THE INABILITY TO USE, THE WEBSITE; (ii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS AND/OR DATA; (iii) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE WEBSITE; OR (iv) ANY OTHER MATTER RELATING TO THE WEBSITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATING TO THE WEBSITE TERMS (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID BY YOU, IF ANY, OR YOUR ORGANIZATION FOR THE WEBSITE GIVING RISE TO SUCH CLAIM IN THE CALENDAR YEAR IN WHICH SUCH CLAIM AROSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL

DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

7. Account Termination

You agree that we may, in our sole discretion terminate your account without notice or liability to you or any third party. Grounds for such termination shall include (without limitation), (a) breaches or violations of the Website Terms or other agreements and/or guidelines, (b) discontinuance or material modification of the Website, (c) unexpected technical or security issues or problems, (d) to protect the rights, property, or safety of GoGuardian, its agents and affiliates, its users and the public, and/or (e) for any reason or no reason whatsoever. Termination of your account may include removal of access to all offerings requiring registration and, in our sole discretion, the deletion of your account and/or User Content.

8. Legal Compliance

You acknowledge, consent, and agree that we may access, preserve, and disclose your account information, and communications made by you to us, and/or any User Content that you submit or make available for inclusion on the Website, if required to do so by law or in a good faith belief that such access, preservation, or disclosure is permitted by our [Website Privacy Policy](#) or as reasonably necessary or appropriate for any of the following reasons: (1) to comply with legal process; (2) to enforce the Website Terms; (3) to respond to claims that any content violates the rights of third parties; (4) to protect the rights, property, or personal safety of GoGuardian, its agents and affiliates, its users, and the public; (5) to comply with applicable law; and/or (6) to address your requests.

9. Governing Law

These Website Terms and the relationship between you and Liminex shall be governed by the laws of the State of California without regard to conflict of law provisions. You consent to exclusive personal jurisdiction and venue in federal and state courts located in and serving Los Angeles County, California.

10. Miscellaneous

10.1 Entire Agreement

These Website Terms constitute the entire agreement between you and us with respect to the Website and supersedes any prior agreements, oral or written, between you and us. The section titles in the Website Terms are for convenience only and have no legal or contractual effect.

10.2 Waiver and Severability of Terms

The failure of us to exercise or enforce any right or provision of the Website Terms shall not constitute a waiver of such right or provision. If any provision of the Website Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Website Terms remain in full force and effect.

10.3 Third-Party Beneficiaries

You agree that, except for the GoGuardian Family and as otherwise expressly provided in this Website Terms, there shall be no third-party beneficiaries to this Website Terms.

11. Changes to These Website Terms

We reserve the right to make changes to this Website Terms, such as to reflect changes in the law or to our Website. These Terms, including any changes to these terms, will be posted on our Website. You are responsible for regularly reviewing our Website and these Website Terms to obtain notice of such modifications. Your continued use of our Website following an update to the Website Terms will constitute your acceptance of the updated Website Terms.

Solutions

- Unified Learning System
- Safety & Security
- Classroom Management
- Instruction & Assessment
- Video Conferencing
- GoGuardian Fleet
- GoGuardian DNS
- For Windows
- For Apple
- Pricing

Resources

- Federal Funding Resources
- Distance Learning Resources
- Self Harm & Suicide Prevention
- Glossary of Technical Terms
- Livestreams & Webinars
- Conferences & Events
- Success Stories
- Product Updates
- GoGuardian Newsletter

Company

- Careers
- Leadership Team
- Accessibility Statement
- Research & Insights
- Newsroom
- GoGuardian Gives
- Brand Guidelines
- Channel Partner Portal
- Security Reporting Program

Support

- Help Center
- Video Training
- Status Page
- Contact Us
- Privacy & Terms**
- Website Terms
- Website Privacy Policy
- Product Terms
- Product Privacy Policy
- Privacy & Trust

Edulastic

- Edulastic Website
- Pricing
- Resources

Pear Deck

- Pear Deck Website
- Pricing
- Resources

TutorMe

- TutorMe Website
- Pricing
- Resources





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