

## Terms and Conditions of Service

Effective February 20, 2018

### A. About Us:

Welcome to Librarytrac.com (the “Website”). LibraryTrac LLC (“LibraryTrac”, “us”, “we”, or “our”) is a cloud-based subscription for schools, mainly librarians, to keep track of students in and out of the library. LibraryTrac replaces the traditional pencil/paper sign-in with an innovative automated portal. We do this through the services offered on the Website and by the products and services otherwise offered by us (together with the Website, Content (defined below), and all of the products and services offered by us, our “Services”). We provide Services to educational facilities that elect to participate with us (a “Member School”) By accessing or using our Services, you the end user of our Services (together with Member School, Children (defined below), and Parents (defined below), collectively, “User”, “you”, or “your”), expressly agree to be bound to and to abide by these Terms of Service (“Terms”), our Privacy Policy, and any other policy we may develop from time to time (collectively, “Policies”), which create legal and enforceable agreements whether or not you register for a user account with us (a “Profile”) with us, or whether or not you obtain, transmit, post, send, receive, link, email, upload, download, or otherwise communicate (“Post”): Submissions (defined below), Personal Data (as defined in our Privacy Policy), text, images, video, audio, graphics, comments, data, information, links, software, ads, music, or any other input and data (collectively, “Content”) using our Services to us or other Users. If you do not agree to be bound to or to abide by these Terms of Service and our other Policies, do not browse our Website or use our Services.

**BY ACCESSING OUR SERVICES, YOU (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO BIND YOURSELF TO THE OBLIGATIONS OF THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT) AND THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY ALL OF THE PROVISIONS, CONDITIONS AND NOTICES CONTAINED IN THESE TERMS JUST AS IF YOU (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT) HAD SIGNED THESE TERMS.**

Some aspects of our Services may allow Users under the age of 13 (“Children” or a “Child”) to create a non-public Profile which will not be viewable or accessible to the public or other Users. However, prior to us collecting any personal information and or Personal Data (as defined in our Privacy Policy) from a Child, we require consent from the parent or legal guardian of that Child User (a “Parent”). Further, students will not be creating profiles at all under the present incarnation of our service and designed site utilization. Please see our Privacy Policy for more information.

**IF YOU ARE A PARENT AND YOU PROVIDE YOUR CONSENT TO YOUR CHILD’S USE AND REGISTRATION WITH THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS WITH RESPECT OF YOUR CHILD’S USE OF THE USE OF THE SERVICES.**

## **B. Our Terms of Service:**

**1. Service Conditions.** You cannot not use the Services unless: (a) you are at least 18 years of age, or (b) you obtain the consent of your Parent to use the Services, and Parent agrees to be bound by these Terms and agrees to be responsible for your use of the Services on your behalf, as determined by us. By accessing the Services, you represent and warrant to us that: (i) either subsection (a) or (b) above is true; (ii) you the right, authority and capacity to agree to, and abide by these Terms; and (iii) you shall not use any rights granted hereunder for any unlawful purpose. Further each Parent who provides consent for their Child to use and access the Services, represents and warrants that such Parent agrees to be bound by these Terms and our Policies and further agrees to the provisions and data practices listed in our Privacy Policy. If you are a school, school district, school system, educational institution of any kind, or Principal (collectively referred to hereinafter as “school” or “schools”) you are solely responsible for insuring that persons utilizing this service, opening accounts, or otherwise allowing use of this service in any way, shape or form, are authorized personnel and/or agents of the school and/or an appropriate person as to be solely determined by the school. LibraryTrac has no control nor responsibility as to how the school uses the service once the school subscribes.

**2. Grant of License.** These Terms provide you with a personal, revocable, non-exclusive, non-assignable, non-transferable, limited and temporary license to access and use the Services. We shall be entitled to terminate, restrict, or suspend this license granted to you with immediate effect and without notice, including removing your ability to access or use the Services, for any reason or no reason, as determined by us.

**3. Devices.** If you are accessing the Services via a computer, mobile device or tablet, which is owned or controlled by you (a “Device”) then, subject to your compliance with these Terms and our Policies, the license granted hereunder allows you to access our Services using your Device. You understand and agree that use of the Services via your Device may result in data or other charges from your mobile communication service provider and you expressly release, indemnify, hold harmless, and defend us from any and all liability relating to any such charges and/or your Device.

## **4. Profile.**

(a) **Users 13 and Over.** To use our Services, you must create a Profile. To do so, follow the instructions on our registration form. Subject to the applicable privacy settings you select for your Profile, you acknowledge and agree that your Profile and Content you Post may be displayed publically on our Website or Posted to third parties or Linked Sites (defined below). See our Privacy Policy for more information.

(b) In connection our Services, each User agrees to provide true, accurate, current and complete information as prompted by our registration forms, and to maintain and promptly update the information you provide to us in order to keep your information true, accurate, current and complete. It is your obligation to maintain and control passwords to your Profile. YOU AGREE

THAT YOU ARE SOLELY AND FULLY RESPONSIBLE FOR ANY ACTIVITIES AND/OR ACTIONS TAKEN UNDER YOUR ACCOUNT, WHETHER OR NOT YOU HAVE AUTHORIZED SUCH ACTIVITIES OR ACTIONS. You agree to immediately notify us of any unauthorized uses of your username and password and/or any other breaches of security. There is no assumption by us of your responsibility to notify your local law enforcement agency of any identity theft. You agree we will not be liable for any loss or damages caused by your failure to comply with your security obligations. If you are a school, school district, school system, educational institution of any kind, or Principal (collectively referred to hereinafter as “school” or “schools”) you are solely responsible for insuring that persons utilizing this service, opening accounts, or otherwise allowing use of this service in any way, shape or form, are authorized personnel and/or agents of the school and/or an appropriate person as to be solely determined by the school. LibraryTrac has no control nor responsibility as to how the school uses the service once the school subscribes.

(c) We reserve the right to allow Users to create a Profile by allowing our Services to access information from one or more of your existing accounts with third party websites such as Facebook, Twitter, Instagram, or Google+ (“Social Media Accounts”). By granting us access to any Social Media Accounts, you understand that we will access, make available and store any Content that you have provided to and stored in your Social Media Accounts so that it is available on and through our Services and your Profile, subject to our Privacy Policy. We also may allow Users to share Submissions (defined below) using Social Media Accounts in connection with our Services. You understand that if you share Content using Social Media Accounts, we have no control over how that Content may be used by others and we have no liability for how that Content may be used by others. Please see our Privacy Policy for more information.

**5. Member School.** Member Schools are able to access our Services, provided that the Member School has purchased a subscription to use our Services (a “Subscription”). Each Member School’s Subscription is established by and subject to a separate agreement with us (a “Subscriber Agreement”), which is hereby incorporated herein by reference. The rights and obligations of a Member School and us, as well as the terms of the Subscription are established by the Subscriber Agreement. In the event of a conflict between the provisions of Member School’s Subscriber Agreement and these Terms, the provisions of the Subscriber Agreement shall control and the remaining provisions of these Terms shall be supplemental. Further, in the event of such a conflict, the term “User” shall exclude the Member School for the purposes of these Terms. Therefore, with respect to a Member School, matters such as termination of a Member School’s license to access the Services, payment of fees, and limitation of our liability to a Member School with respect to the Services, are governed by the provisions of the Subscriber Agreement. If you are a school, school district, school system, educational institution of any kind, or Principal (collectively referred to hereinafter as “school” or “schools”) you are solely responsible for insuring that persons utilizing this service, opening accounts, or otherwise allowing use of this service in any way, shape or form, are authorized personnel and/or agents of the school and/or an appropriate person as to be solely determined by the school. LibraryTrac has no control nor responsibility as to how the school uses the service once the school subscribes.

## **6. User Interaction.**

(a) OUR SERVICES CREATE A STUDENT INFORMATION MANAGEMENT TOOL ONLY. WITH THAT IN MIND, YOU UNDERSTAND AND AGREE THAT WE: (i) do not have control over the acts or omissions of any other User in any way using or having used the Services, on or off our Website; (ii) are not responsible for any User's actions in connection with any relationship they establish with another User, on or off the Website (iii) make no representations or warranties about interactions or dealings with other Users; (iv) we are under no obligation to become involved in disputes between Users, or between Users and any third party. In the event of any dispute, you agree we may provide a User's contact information to the parties involved so that they can attempt to resolve their dispute.

(b) We do not screen Users or conduct any kind of identity or criminal records checks. As such, Users should exercise caution and perform their own screening before connecting with a User through the Services or meeting a User off of the Website. You understand that you are solely responsible for asking questions and agree to make your own investigations, evaluations, decisions and assessments about whether to: communicate with other Users, meet up with other Users, or otherwise interact with other Users.

(c) Although we have no obligation to verify any information provided by a User or to conduct any background checks of any sort, we reserve the right to do so in our sole discretion, and you hereby authorize us to verify the accuracy of any information you provide, which verification may include but shall not be limited to conducting criminal records checks, sex offender registry checks, records checks, identification verifications, credit checks and/or using available public records. You consent to any collection, use or disclosure in order to accomplish such verification. You agree that we may take such action as we deem appropriate in our sole discretion.

## **7. Content on Our Services and Submissions.**

(a) By Us. All Content on our Services, or obtained from a Linked Site (defined below) are provided to you 'AS IS', 'AS AVAILABLE' and 'WITH ALL FAULTS'. LibraryTrac.com provides our Services for informational purposes only and any statements made by us are opinions only. We expressly disclaim all liability related to the accuracy or reliability of any opinion, advice, or Content on our Services or reliance on any opinion, advice, or Content on our Services. The information published through our Services may include inaccuracies or typographical errors. We do not warrant or represent that the content available through our Services is complete or up-to-date.

(b) Linked Sites.

(i) Our Services may link to other sites by allowing you to leave our Services to access third party material or by bringing third party material into our Services via 'inverse' hyperlinks and framing technology (a "Linked Site"). The appearance, availability, or your use of URLs or hyperlinks to Linked Sites referenced or included anywhere on the Services or any other form of

link or re-direction of your connection to, with or through the Services, does not constitute an endorsement by, nor does it incur any obligation, responsibility or liability on the part of LibraryTrac.com or its Affiliates (defined below). We have no discretion to alter, update, or control the Content on a Linked Site. We do not verify, endorse, or have any responsibility for, any such Linked Sites, their business practices (including their privacy policies), or any goods or services associated with or obtained in connection with any Lined Site, whether the or not our logo(s) or sponsorship identification is on the Linked Site as part of a co-branding or promotional arrangement. If any Linked Site obtains or collects personal information from you, in no event shall we assume or have any responsibility or liability. Please read our Privacy Policy which describes how we collect and use your personal information and other information and certain of our relationships.

(ii) Third Party Products and Services. If you use our Services to purchase products or services from a Linked Site, you are purchasing that product or service directly from the third party Linked Site. Your order is placed with, filled by, and shipped by that third party Linked Site. We have no involvement in any shipment, fulfillment, returns, or refunds associated with any products or services that you purchase from a Liked Site or third party. You understand that you must contact the third party Linked Site directly for inquiries related to your purchase, including but not limited to: returns, shipping, customer service, refunds, or general information. By using our Services, you expressly represent and warrant that you will abide by and will not violate any policies, rules, terms, or conditions of that third party Linked Site.

(iii) Ads. Our Services may display third party advertisements, promotional material, and Linked Sites. We may be compensated for your clicks or purchases in connection with these third party advertisements, promotional material, and Linked Sites. Please see our Privacy Policy for more information.

(c) Submissions.

(i) In these Terms, the term “Submissions” means text, messages, ideas, concepts, pitches, suggestions, stories, screenplays, treatments, formats, artwork, photographs, blogings, drawings, videos, audiovisual works, musical compositions (including lyrics), sound recordings, characterizations, your and/or other persons’ names, likenesses, voices, usernames, profiles, actions, appearances, performances and/or other biographical information or material, comments, ratings, likes, Content and/or other similar materials that you Post on our Services or otherwise Post or transmit to us or other Users. You agree that you will not: Post Submissions containing nudity, as determined by us; Post Submissions of people who have not given permission for their images to be uploaded to our Services; Post Submissions that infringes on the intellectual property rights of others; Post any Submissions which violates any provision of the use restrictions in Section 11; and/or Post any objectionable Submissions as determined by us in our sole discretion. **WE ARE NOT RESPONSIBLE FOR ANOTHER’S MISUSE OR MISAPPROPRIATION OF ANY CONTENT OR INFORMATION YOU POST USING OUR SERVICES**

(ii) You are solely responsible for and retain all rights in your Submissions. However, you hereby grant us and our licensees, distributors, agents, representatives and other authorized users,

a perpetual, non-exclusive, irrevocable, fully-paid, royalty-free, sub-licensable and transferable (in whole or part) worldwide license under all copyright, trademark, patent, trade secret, privacy and publicity rights and other intellectual and industrial property rights you own or control to use, reproduce, transmit, display, exhibit, distribute, index, comment on, modify (including removing lyrics and music from any Submission or substituting the lyrics and music in any Submission with music and lyrics selected by us), create derivative works based upon, perform and otherwise exploit such Submissions and/or Content Posted to the Website or to us, in whole or in part, in all media formats and channels now known or hereafter devised (including on the Services, on third party web sites, on broadcast and cable networks and stations, on broadband and wireless platforms, products and services, on physical media, and in theatrical release) for any and all purposes including, without limitation, entertainment, news, advertising, promotional, marketing, publicity, trade or commercial purposes, all without further notice to you, with or without attribution, and without the requirement of any permission from or payment to you or to any other person or entity. By Distributing a Submission, you represent and warrant that the Submission and your communication thereof conform to the requirements of these Terms and that you own or have the necessary rights, licenses, consents and permissions, without the need for any permission from or payment to any other person or entity, to exploit, and to authorize us to exploit, such Submission in all manners contemplated by these Terms and hereby agree to defend, indemnify and hold us harmless from any and all third party claims arising from your intentional or unintentional breach of this representation. These Terms do not limit any past or future grant of rights, consents, agreements, assignments and waivers you may have made or make with respect to Submissions you also agree that by Posting Content anywhere within, on, or using our Services, you automatically grant to us an irrevocable, perpetual, non-exclusive, paid-up, royalty free license to use, copy, sell, and distribute such Content in any way and to prepare derivative or collaborative works of such Content of any kind, as well as authorize us to sublicense any of the aforementioned Content, each as determined by us. You further agree that we have the right to promote any Content through Social Media Accounts, as determined by us in our sole discretion. You agree that any Submissions you make are not being made in confidence or trust and that no confidential or fiduciary relationship is intended or created between you and us in any way, and that you have no expectation of any review, compensation or consideration of any type. To the extent any 'moral rights', 'ancillary rights', or similar rights in or to the Submissions exist and are not exclusively owned by us and to the extent you are able to do so under applicable law, you agree not to enforce any such rights as to us or our licensees, distributors, agents, representatives and other authorized users, and you shall procure the same agreement not to enforce from any others who may possess such rights. Without limiting the scope of the license granted to us by you hereunder or any future grant of rights, consents, agreements, assignments, and waivers you may make with respect to Submissions, and to the extent allowed by applicable law, you hereby ratify any prior grant of rights, consents, agreements, assignments and waivers made by you with respect to Submissions submitted by you to us.

(iii) You represent and warrant that you own or otherwise possess all necessary rights with respect to your Submissions, and that your Submissions do not and will not infringe, misappropriate, use or disclose without authorization or otherwise violate any copyright, trade secret right or other intellectual property or other property right of any third party, and that your

Submissions is not unlawful, fraudulent, threatening, abusive, libelous, defamatory, obscene or otherwise objectionable, as determined by us.

(iv) You agree that we may but are not obligated to: filter any Posted Content including but not limited to, deleting or replacing expletives or other harmful or offensive language; refuse to display any Posted Content; remove Posted Content from our Services for any reason or no reason, as determined by us; and/or disclose any Posted Content and the circumstances surrounding the use thereof, to any third party for any reason or no reason, as determined by us. We are not responsible for, and will have no liability for, the removal or non-removal of any Posted Content from our Services.

(v) You agree and understand that you may be held legally responsible for damages suffered by other Users or third parties as the result of your remarks, information, feedback or other Content Posted on our Services that is deemed defamatory or otherwise legally actionable. Under the Federal Communications Decency Act of 1996, LibraryTrac is not legally responsible, nor can it be held liable for damages of any kind, arising out of or in connection to any defamatory or otherwise legally actionable remarks, information, feedback or other Content posted or made available on our Services. Further, you agree to indemnify, hold harmless, and defend us from any liability and/or damages relating to any Content Posted by you or by a third person using your Profile.

(d) Posted by Users or Others. If you find Content Posted by a User to be objectionable you may notify us by using [info@librarytrac.com](mailto:info@librarytrac.com), you understand we have no obligation to remove any such Content reported by you, as noted above. Further, we do not endorse and are not responsible for (i) the Content provided by other Users, (ii) the accuracy or reliability of any opinion, advice, statement, or Content made through our Services, (iii) any Content provided on Linked Sites, or (iv) the capabilities or reliability of any items or service obtained from a Linked Site. There are risks involved with relying on information on our Services, and you expressly assume those risks when using our Services. Under no circumstance will we be liable for any loss or damage caused by your reliance on any Postings, Content, items, other information, or services obtained through our Services or a Linked Site.

**8. Disclosure of Personal Data.** You agree that we may disclose Personal Data (as defined in our Privacy Policy) according to our Privacy Policy, as determined by us. Please see our Privacy Policy for more information.

## **9. Fees and Payment.**

(a) Users. Currently, we do not charge Users other than Member Schools any fees for the Services.

(b) Member Schools. Member Schools pay a fee in connection with the Services, you agree to pay us any and all applicable fees displayed on the Services or otherwise communicated to you by us, as determined by us. Further, you authorize us to charge your chosen payment method (credit card, debit card, et cetera) in connection with all fees incurred by you in the Services, as determined by us. In connection with any fees paid by you, you agree: (a) to only provide valid

and current payment information; (b) that we may use the tools, software or services of our payment processors to process fees and transactions on our behalf; and (c) that you agree to promptly pay all amounts due upon demand. We are not responsible or liable for any activities or conduct of our payment processors, and you agree to hold us harmless, and expressly release us, from any and all liability arising from the conduct of our payment processor. All fees shall be paid in US Dollars. You understand and agree that we do not offer any refunds of fees paid to us in connection with the Services for any reason.

## **10. Intellectual Property.**

(a) Trademarks. LIBRARYTRAC, LIBRARYTRAC.COM and LIBRARYTRAC LLC., and all other graphics, logos, page headers, button icons, scripts, service names and other Content that we use, manage or control are trademarks, registered trademarks or trade dress of ours or our subsidiaries, officers, employees, independent contractors, suppliers, representatives, advertisers, licensors, licensees, successors, assigns, agents, partners, or other affiliate (collectively “Affiliates”) in the United States or other countries or both. No one may use these trademarks or trade dress in connection with any product or service that is not our product or service without our express written permission. All other trademarks that appear on our Services are the property of their respective owners, who may or may not be affiliated with, connected to or sponsored by us or any of our Affiliates.

(b) Copyright. Except in the case of Content under license to us according to these Terms, we claim a copyright, and all copyright protection afforded, under international, United States and the Commonwealth of Virginia laws to all text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, software (ours or our software suppliers), and all other Content on our Services. The compilation of all Content on our Services is our exclusive property, and it is similarly protected. We also claim a copyright, and all copyright protection afforded, under international, United States and the laws of the Commonwealth of Virginia to all material described in the trademarks section above. Your access to all information and Content located on our Services is strictly permitted through the license granted to you under these Terms. Except for the license granted in these Terms, all rights, title and interest in Content, in all languages, formats and media throughout the world, including all copyrights, are and will continue to be the exclusive property of ours and other parties. Except as permitted by these Terms, you are prohibited from modifying, copying, distributing, displaying, publishing, selling, licensing, creating derivative works, or using any Content available on or through our Services without our prior written permission, or in the case of Content owned by a third party, without first receiving permission from the owner of that Content. You may not alter or remove any trademark, copyright or other notice from copies of the Content.

(c) Infringement Claims. We respect the intellectual property of others and ask that Users do the same. In connection with the Services, we have adopted and implemented a policy respecting intellectual property that provides for the removal of any infringing or unauthorized materials and for the Profile termination, in appropriate circumstances, of Users who are infringe on the intellectual property rights of others. If you believe that a User is, through the use of our Services, unlawfully infringing by submitting unauthorized Content, and wish to have the allegedly infringing or unauthorized material removed, the following information in the form of



a written notification (pursuant to 17 U.S.C. § 512(c)) must be provided to our designated copyright agent (“Designated Agent”): your physical or electronic signature; identification of the works or rights that you claim to have been infringed; identification of the Content on our services that you claim is infringing and that you request us to remove; sufficient information to permit us to locate such Content; your address, telephone number, and e-mail address; a statement that you have a good faith belief that use of the objectionable Content is not authorized by the copyright or other rights owner, its agent, or the law; and a statement that the information in the notification is accurate, and under penalty of perjury, that you are either the owner of the copyright or other right that has allegedly been infringed or violated or that you are authorized to act on behalf of the copyright or other rights owner. Note that, pursuant to 17 U.S.C. § 512(f), any misrepresentation of material fact in a written notification automatically subjects the complaining party to liability for any damages, costs and attorney’s fees incurred by us in connection with the written notification and allegation of copyright infringement.

Our Designated Agent is:

LibraryTrac LLC

Scott Allen

2012 Snowbush Court

Culpeper, VA 22701

**11. Use Restrictions.** You may not use or plan, encourage or help others to use our Services for any purpose or in any manner that is prohibited by these Terms or by applicable law. In using our Services, you agree at all times that you shall not: (a) infringe on the copyrights or other intellectual property rights of LibraryTrac, a User, or a third party (b) copy, distribute, or modify any part of our Services without our prior written authorization; (c) Post inappropriate, inaccurate, false, or misleading Content to our Services; (d) transmit any Content which contains software viruses, or other harmful computer code, files or programs; (e) Post Content that falsely states, impersonates or otherwise misrepresents your identity, including but not limited to the use of a pseudonym, or misrepresenting your current or previous positions and qualifications, or your affiliations with a person or entity, past or present; (f) make threats or use profanity; (g) harass, stalk or intimidate other Users; (h) manipulate or exclude identifiers in order to disguise the origin of any Content; (i) disrupt the networks connected to our Services, including but not limited to by: attempting to probe, scan or test the vulnerability of our Services, attempting to breach security or authentication measures without proper authorization, or attempting to interfere with our Services or a User, by means such as overloading, ‘flooding’, ‘mailbombing’ or ‘crashing.’; (j) circumvent, disable or otherwise interfere with security-related features of our Services or features that prevent or restrict use or copying of any Content or that enforce limitations on use of our Services; (k) collect Content, personally identifying information, and/or other information from our Services, or otherwise access our Services, by using any automated

means, including but not limited to, ‘robots’, ‘spiders’, ‘scrapers’ and ‘offline readers’, without our prior written approval which we may withhold in our discretion; (l) modify, translate, reverse engineer, decompile, disassemble, create derivative works based on, sublicense, sell, or distribute the Services; (m) rent or lease any rights in the Services in any form to any third party or make the Services available or accessible to third parties; (n) use any communications systems provided by our Services to send unsolicited or unauthorized commercial communications, including but not limited to by email, SMS, MMS, or any other means; (o) remove, alter or obscure any proprietary notice or identification, including copyright, trademark, patent or other notices displayed on our Services; (p) mislead or attempt to mislead or defraud or attempt to defraud or conceal any information relating to Content or other information that you provide to us; (q) link, deep link, ‘frame’ or ‘mirror’ any part of the Services without our prior consent; or (r) use our Services to violate any applicable laws, rules or regulations, or for any unlawful, harmful, or inappropriate purpose, or in any manner that breaches these Terms or is otherwise objectionable, as determined by us in our sole discretion.

## **12. Termination, Restriction and Suspension.**

(a) Termination By You. You may cancel your services at any time for any reason or no reason by following the instructions on your dashboard by contacting LibraryTrac at [info@librarytrac.com](mailto:info@librarytrac.com). Upon cancelation of your Profile, access to certain features of the Services may be restricted. Termination of your services will be effective within a commercially reasonable time after we receive notification of your desire to cancel and any outstanding fees owned by you are paid to us, as determined by us.

(b) By us. We retain the right to terminate, restrict, or suspend these Terms, your Profile, and/or license to access or use our Services at any time in our absolute and sole discretion, without prior notice, for any reason or no reason, as determined by us.

(c) After Termination. Upon termination of your Profile and/or license to access or use our Services for any reason, you agree that we may take any measures we deem necessary to prevent you from accessing our Services, including by blocking your IP address. You agree that after termination of your access to our Services, we are not obliged to retain or provide to you any Content or Personal Data (as defined in our Privacy Policy) which was collected by us, but we may elect to do so in our sole discretion, for a duration determined by us.

**13. DISCLAIMERS.** IF YOU CHOOSE TO USE OUR SERVICES, YOU DO SO AT YOUR SOLE RISK. OUR SERVICES AND CONTENT ARE PROVIDED ‘AS IS’, ‘AS AVAILABLE’ AND ‘WITH ALL FAULTS’ WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. YOU ASSUME THE RISK OF ANY AND ALL DAMAGE OR LOSS FROM USE OF, OR INABILITY TO USE, OUR SERVICES, INCLUDING BUT NOT LIMITED TO PHYSICAL INJURY OR DEATH AS WELL AS DAMAGES TO PERSONAL PROPERTY. WITHOUT LIMITING THE FOREGOING, WITH RESPECT TO THE WEBSITE, AND/OR THE SERVICES LIBRARYTRAC LLC EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, ACCURACY, SECURITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUIET TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING

OR USAGE OF TRADE. LIBRARYTRAC MAKES NO WARRANTY THAT THE WEBSITE, SERVICES, AND/OR CONTENT WILL MEET YOUR NEEDS, EXPECTATIONS, BE TO YOUR SATISFACTION, OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. LIBRARYTRAC LLC.MAKES NO WARRANTY REGARDING THE QUALITY OF OUR SERVICES OR CONTENT, OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY CONTENT OBTAINED THROUGH THE WEBSITE OR SERVICES.

**14. Release and Waiver of Claims.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT, YOUR PERSONAL REPRESENTATIVES AND YOUR HEIRS, HEREBY VOLUNTARILY AGREE TO RELEASE, WAIVE, AND DISCHARGE ALL CLAIMS, ACTIONS, DEMANDS, SUITS, OR PROCEEDINGS (“CLAIMS”) AGAINST US AND OUR AFFILIATES, INCLUDING ANY AND ALL LIABILITY FOR DAMAGES (ACTUAL AND OR CONSEQUENTIAL), COSTS AND EXPENSES (INCLUDING LITIGATION COSTS AND ATTORNEYS’ FEES) OF EVERY KIND AND NATURE ARISING FROM OR IN ANY WAY RELATED TO: (I) THE SERVICES, (II) A SUBMISSION, (III) YOUR DEVICE (IV) ANY INACCURACY, UNTIMELINESS OR INCOMPLETENESS OF A USER’S REPRESENTATIONS OR WARRANTIES, AND/OR (V) ANY INACCURACY, UNTIMELINESS, OR INCOMPLETENESS OF ANY AND ALL INFORMATION AND/OR CONTENT OBTAINED OR ACCESSED BY OR THROUGH THE SERVICES. FURTHER, IF APPLICABLE, YOU WAIVE YOUR RIGHTS UNDER CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.” YOU UNDERSTAND THAT ANY FACT RELATING TO ANY MATTER COVERED BY THESE TERMS MAY BE FOUND TO BE OTHER THAN NOW BELIEVED TO BE TRUE, AND ACCEPT AND ASSUME THE RISK OF SUCH POSSIBLE DIFFERENCES IN FACT. IN ADDITION, YOU EXPRESSLY WAIVE AND RELINQUISH ANY AND ALL RIGHTS WHICH YOU MAY HAVE HAD UNDER ANY OTHER STATE OR FEDERAL STATUTE OR COMMON LAW PRINCIPLE OF SIMILAR EFFECT, TO THE FULLEST EXTENT PERMITTED BY LAW.

**15. Assumption of the Risk** YOU KNOWINGLY AND FREELY ASSUME ALL RISK WHEN USING THE SERVICES WHEN YOU PUBLICLY POST CONTENT ON OUR SERVICES. THEREFORE, YOU, ON BEHALF OF YOURSELF OR THE ENTITY YOU REPRESENT, YOUR PERSONAL REPRESENTATIVES AND YOUR HEIRS, HEREBY VOLUNTARILY AGREE TO RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, DEFEND AND INDEMNIFY LIBRARYTRAC, LLC.AND ITS AFFILIATES FROM ANY AND ALL CLAIMS FOR BODILY INJURY, PROPERTY DAMAGE, WRONGFUL DEATH, EMOTIONAL DISTRESS, OR OTHER DAMAGES OR HARM, WHETHER TO YOU OR TO THIRD PARTIES, WHICH MAY RESULT FROM ANY ASPECT OF OUR SERVICES.

**16. Limitation of Liability.** TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL WE BE LIABLE FOR PERSONAL INJURY RELATED TO OR RESULTING FROM

ANY ASPECT OF OUR SERVICES, OR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR DIRECT DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, OR ANY OTHER DAMAGES OR LOSSES, ARISING OUT OF OR RELATED ANY ASPECT OF OUR SERVICES OR INABILITY TO USE OUR SERVICES, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (BREACH OF CONTRACT, A BREACH OF WARRANTY, NEGLIGENCE, PRODUCTS LIABILITY, STRICT LIABILITY, OR OTHERWISE) AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. In no event shall our total liability to you for all damages exceed the lesser of (i) one hundred twenty-five dollars (\$125) or (ii) the fees paid by you to us in connection with the Services out of which the Claims arose. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

## **17. Dispute Resolution.**

(a) In the event that any dispute arises with respect to our Services, Terms, or any of our Policies, upon our election in our sole discretion, such dispute shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association, in Culpeper County, Virginia, and at our option, such arbitration shall be before a single arbitrator selected in our sole and absolute discretion. In the event we elect not to require that a dispute arising with respect to our Services, Terms, or any of our Policies be submitted to binding arbitration as described above, any such dispute shall nevertheless be litigated in the State courts located in Culpeper County, Virginia or in the U.S. District Court for the Western District of Virginia, as the case may be. You shall be liable for and shall reimburse us for our expenses and fees, including attorneys' fees, in the event any arbitration or litigation arises out of, under, or relating to these Terms or any of our Policies, or your use of our Services. By using our Services, you irrevocably agree and consent to be bound to personal jurisdiction of and venue selection in the state courts located in Culpeper County, Virginia or in the U.S. District Court for the Western District of Virginia as the case may be, whether either arbitration or litigation arises between us and you. YOU AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

(b) YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS USER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS WE AGREE OTHERWISE, THE DECISION-MAKER MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE DECISION-MAKER MAY AWARD RELIEF ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIMS. ANY RELIEF AWARDED CANNOT AFFECT OTHER USERS.

(c) You agree that irreparable harm to us would occur in the event that any of the provisions of these Terms, including but not limiting the provisions of Sections 7, 10, and 11 were not performed fully by you or were otherwise breached by you, and that money damages are an inadequate remedy for breach of the Terms because of the difficulty of ascertaining and quantifying the amount of damage that will be suffered by us in the event that these Terms are not performed in accordance with its provisions or is otherwise breached. It is accordingly hereby acknowledged that, notwithstanding any provision of this Section 17, we shall be entitled to petition the courts mentioned in Section 17(a) for an injunction or injunctions to restrain, enjoin and prevent a failure to perform these Terms by you, without positing bond or other security, and to enforce specifically such provisions of these Terms.

**18. Indemnification.** You agree to indemnify, defend, and hold harmless us and our Affiliates from and against any and all Claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of, under, or relating to: your use, misuse, or inability to use our Services; any infringement of a third party's rights; your Device; a breach of representation or warranty by you; Content Posted by you; alterations of, loss of, or unauthorized access to any of your Personal Data (as defined in our Privacy Policy) or other Content by us; our failure to honor any 'Do Not Track' request; alterations of, loss of, or unauthorized access to any information sent or received or not sent or received by you or us; any defamatory, offensive, fraudulent, or illegal use of our Services by you; any accidental or improper disclosure of information; and any violation by you of these Terms or any of our other Policies.

**19. Survival.** Notwithstanding anything herein to the contrary, the provisions of Sections 1, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13 through 26 of these Terms, as well as any provision of these Terms which in accordance with its terms is intended to survive the termination of these Terms, your Profile, or your license to use or access the Services shall survive any such termination.

**20. Notification.** By using the Services, you agree that we may provide you with any notices or other communications about the Services or your Profile electronically: (a) via email (in each case to the address that you provide), SMS message, or telephone call (in each case to the phone number that you provide), or (b) by posting to the Website. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted. We will use best efforts to honor a User's request to opt out of promotional messages, but under no circumstances will we be liability for Posting any Content to Users. We prefer to that you provide us with any notifications via electronic communication. However, you are able to send us paper notifications at the following address: LibraryTrac, LLC, Attn: Scott Allen, 2012 Snowbush Court, Culpeper, Va. 22701.

**21. Severability; No Waiver.** The representations and warranties and/or covenants set forth herein are each to be construed as a separate agreement, independent of any other provisions of these Terms. Further, the invalidity or unenforceability of any provision, word, phrase, clause, sentence, paragraph or section of these Terms shall in no way affect the validity or enforceability of any other provision, word, phrase, clause, sentence, paragraph or section of these Terms, and any such invalid or unenforceable provision that is overbroad shall be deemed narrowed to the broadest term permitted by applicable law and shall be enforced as narrowed. If one or more of

the provisions in these Terms deemed invalid or unenforceable, then the remaining provisions will continue in full force and effect. Our failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

**22. Assignment.** These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by us as determined by us.

**23. Our Relationship with You.** With respect to you, we are an independent contractor only. Nothing in these Terms shall be deemed or is intended to be deemed, nor shall it cause, you and LibraryTrac, LLC to be treated as partners, joint ventures, or otherwise as joint associates for profit, or either you or us to be treated as the agent of the other.

**24. Third Parties.** From time to time, we may engage third parties or Affiliates to assist us in providing certain aspects of the Services, including but not limited to marketing functions. You agree that we may engage such third parties in providing Services to you, as determined by us.

**25. Entire Agreement; Modification.** These Terms together with our Policies any other document referenced herein, including but not limited to any Subscriber Agreement, constitutes the entire understanding between us and you with respect to the subject matter hereof. You agree that we may amend, modify, or alter these Terms and/or our Policies at any time in our sole discretion. We will notify you about changes to these Terms by placing the updated Terms on the Website. You agree that your use of the Services after such notification will constitute acceptance by you of such changes to the Terms.

**26. Headings.** Headings in these Terms are for convenience only, and shall not govern the meaning or interpretation of any provision of these Terms. Further, whenever the context requires, all words, including but not limited to defined capitalized terms, will include the masculine, feminine, and neuter, and each word will include the singular form, plural form, and other conjugations of that word.

**27. Governing Law; English Language.** You agree that: (a) the Services shall be deemed solely based in Culpeper County, Virginia (where we have our headquarters), and (b) the Services shall be deemed passive which does not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than Culpeper County, Virginia. These Terms, our Privacy Policy, and other Policies are governed by the laws of the Commonwealth of Virginia and of the United States of America, and without regard to conflicts of law principles. In the event of a conflict between these Terms and a foreign language version of the Terms, the English language version of these Terms shall govern. All disputes, claims and causes of action (and related proceedings) will be communicated in English.

**28. Compliance.** You represent and warrant that you shall comply with all applicable laws, statutes, ordinances, and regulations regarding use of the Service. The Services are designed and targeted to Users who reside in the United States. We make no representation that the Services are operated in accordance with the laws or regulations of, or governed by, other nations. By accessing the Services you certify that you meet the age and other eligibility requirements for use of the Services. Those who access or use the Services do so at their own volition and are entirely

responsible for compliance with applicable law. Further, you agree to comply with all laws, restrictions and regulations relating to the export of items, Content, and the Services. For purposes of the U.S. Export Administration Act (“Export Laws”), you state you are: (a) not a citizen, or otherwise located within, an embargoed nation (including without limitation the Office of Foreign Assets Control (“OFAC”) comprehensively embargoed countries of Iran, Syria, Cuba, North Korea and Sudan and certain Specially Designated Nationals listed by OFAC as updated from time to time and (b) not otherwise prohibited under the Export Laws from receiving the Services and Content.

**27. Feedback.** We value your comments and opinions. If you have questions, comments or a complaint about these Terms, you may send a written notice to us at: [info@librarytrac.com](mailto:info@librarytrac.com) or

LibraryTrac LLC

Scott Allen

2012 Snowbush Court

Culpeper, VA 22701

## Privacy Policy

Effective February 20, 2018

### A. About Us:

Welcome to Librarytrac.com(the “Website”). LibraryTrac LLC.(“LibraryTrac”, “us”, “we”, or “our”) is a cloud-based subscription for schools, mainly librarians, to keep track of students in and out of the library. LibraryTrac replaces the traditional pencil/paper sign-in with an innovative automated portal. We do this through the services offered on the Website and by the products and services otherwise offered by us (together with the Website, Content, and all of the products and services offered by us, our “Services”). We provide Services to educational facilities that elect to participate with us (a “Member School”) By accessing or using our Services, you the end user of our Services (together with Member School, Children, and Parents, collectively, “User”, “you”, or “your”), expressly agree to the terms of this Privacy Policy (this “Policy”), our Terms of Service, and any other policy we may develop from time to time (collectively, “Policies”), which create legal and enforceable agreements. If you do not agree to the practices described below in this Policy, do not browse our Website or use our Services, as your continued use of our Services indicates that you are agreeing to the collection, use, disclosure, management and storage of your Personal Data and other information as described in this Policy. If you are a school, school district, school system, educational institution of any kind, or Principal (collectively referred to hereinafter as “school” or “schools”) you are solely responsible for insuring that persons utilizing this service, opening accounts, or otherwise allowing use of this service in any way, shape or form, are authorized personnel and/or agents of the school and/or an appropriate person as to be solely determined by the school. LibraryTrac has no control nor responsibility as to how the school uses the service once the school subscribes.

**BY ACCESSING OUR SERVICES, YOU (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT) REPRESENT AND WARRANT THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY ALL OF THE PROVISIONS, CONDITIONS AND NOTICES CONTAINED IN THIS POLICY JUST AS IF YOU HAD SIGNED THIS POLICY.**

Some aspects of our Services may allow Users under the age of 13 (“Children” or a “Child”) to create a non-public Profile which will not be viewable or accessible to the public or other Users. However, prior to us collecting any personal information and or Personal Data (as defined in our Privacy Policy) from a Child, we require consent from the parent or legal guardian of that Child User (a “Parent”). Further, students will not be creating profiles at all under the present incarnation of our service and designed site utilization. Please see below for more information.

**IF YOU ARE A PARENT AND YOU PROVIDE YOUR CONSENT TO YOUR CHILD’S USE AND REGISTRATION WITH THE SERVICES, YOU AGREE TO THE PROVISIONS OF THIS POLICY WITH RESPECT OF YOUR CHILD’S USE OF THE USE OF THE SERVICES.**



## **B. Privacy Policy:**

We are committed to your privacy. This Policy is designed to provide transparency regarding our data practices, provide Users with details about how we collect and use data that you may provide through your use of the Services, explain how that data may be disclosed by us, and as well as your choices concerning the data we collect. Please read this Policy as it includes important details regarding the use and disclosure of ‘personal information’ as that term is defined by Children’s Online Privacy Protection Act of 1998 (at 15 USC § 6501–6506, collectively “COPPA”) (defined below) and includes things such as first and last name, physical address including street name and name of a city or town, online contact data, a telephone number, a persistent identifier that may track a User’s use of the Services over time, Content that contains a Child’s image or voice, or other related data that identifies an individual (“Personal Data”) and/or other data collected in connection with your use of the Services by us. Personal Data does not include aggregate information. Capitalized terms not defined in this Policy shall have the meanings given to such terms in the Terms of Service. If you have any questions or concerns, please do not hesitate to contact us at: [info@librarytrac.com](mailto:info@librarytrac.com).

### **1. Information We Collect and How We Collect It.**

(a) Information is collected from you when you create a Profile with us or when you otherwise disclose Personal Data to us or third parties when using the Services.

(b) Location Data. We and our Affiliates may collect location information in relation to a User’s Device and use of the Services (“Location Data”) with respect to you. If you use the Services, then you are providing consent to collect Location Data such as the physical location of your Device which will be used to provide you with certain features of the Services. This Location Data is collected anonymously in a form that does not personally identify you. Location Data is aggregated with data from Devices of other Users to enhance the quality of Content Users provide to us and to enhance the quality of the Services we provide to you. We may also share your Location data with third parties. Location Data is shared anonymously in a form that would not personally identify you.

(c) Use Data. When you send or receive Content using our Services, we collect data about that Content. We and our Affiliates also collect usage, viewing, and technical data when you open emails sent by us or our Affiliates and when you access Linked Sites.

(d) Log Information. When you browse our Services, you do so anonymously, unless you have previously created a Profile with us. However, we may log your IP address to give us an idea of which part of our Services you visit and how long you spend there. However, we do not link your IP address to any Personal Data unless you have logged into our Services. Also, our Services may use a standard technology called a ‘cookie’ to collect information about how you interact with our Services. Please see Section 8 below for more information.

(e) Aggregate Data. Certain aspects of our Services are set up to collect and report aggregate information. Aggregate information is data we collect about the use of the Services or about a group or category of products, services or Users, from which individual identities or other

Personal Data has been removed. In other words, information about how you use the Services may be collected and combined with information about how others use the Services. Aggregate data helps us understand trends and User's needs so that we can better consider new features or otherwise tailor our Services. This Policy does not restrict what we can do with aggregate information.

(g) Analytics. We use Google's 'Google Analytics' and other tools to collect information about your use of our Services. We use the following Google Analytics' Advertising Features: Remarketing with Google Analytics, Google Display Network Impression Reporting, Google Analytics Demographics and Interest Reporting, and other integrated services that require Google Analytics to collect data via cookies and anonymous identifiers. In addition, we may use other Google tools from time to time, as determined by us. Google's ability to use and share information collected by 'Google Analytics' and other Google tools is restricted by the Google Analytics Terms of Use here: <http://www.google.com/analytics/tos.html> and the Google Privacy Policy here: <http://www.google.com/privacypolicy.html>. Analytics tools collect information such as how often Users visit our Website, what pages Users visit when Users visit our Website, the other websites Users accessed prior to accessing our Website, the IP address assigned to a User on the date that User visits our Website, and may also collect certain Personal Data. We use the information gathered by analytics tools to improve our Services. We may combine the information collected through the use of analytics tools with Personal Data, and you give us express permission to do so. Our analytics tools may plant a cookie on your web browser to identify you as a unique User the next time you visit our Website. You can prevent Google Analytics from using your data by downloading the Google Analytics Opt-out Browser that is available from Google here: <https://tools.google.com/dlpage/gaoptout>, but if you do so, certain features of our Services may become unavailable. See Section 7 below for more information.

(g) Device Information. We may collect data about the computer or Device you use to access our Services, including the hardware model, operating system and version, MAC address, unique device identifier ('UDI'), phone number, and mobile carrier information.

(h) Cookie and Flash Cookie. We collect information through technology, such as cookies, flash cookies and web beacons, including when you visit our Services or Linked Sites. Please see Section 8 below for further information, including information regarding 'Do Not Track' and how to disable cookies.

(i) From Third Parties. We acquire information from other trusted sources to update or supplement the information you provided or we collected automatically. Local law may require that you authorize the third party to share your information with us before we can acquire it.

**2. How We Use It.** We use, allow access to, or disclose your Personal Data to third parties with whom we partner in order to:

- (a) enable us to provide the Services to you;
- (b) notify you regarding Services, your Profile, or fees;
- (c) increase the usability of the Services;
- (d) provide information about promotional offers and market products and services to you;

- (e) allow you participate in promotional offers;
- (f) investigate objectionable use of the Services;
- (g) respond to requests for assistance from our customer support team; and
- (h) analyze trends and use of our Services;
- (i) to personalize your experience with our Services; and
- (j) carry on our business, as determined by us in accordance with this Privacy Policy.

### **3. Who We Share It With.**

We will not share Personal Data with companies other than our Affiliates except in the following circumstances listed below. Notwithstanding any provision of this Policy to the contrary, we do not publicly display, allow access to, or share Personal Data which we collect from Children with any third parties (see Section 8 below). We will share Personal Data with companies other than our Affiliates:

(a) When you have enabled us to share your Personal Data with another company or Affiliate, such as: in sending you offers and promotions about their products and services; or allowing us to share your personal data with third parties or Linked Sites, such as Social Media Accounts. Once we share your Personal Data with another company, the information received by the other company becomes subject to the other company's privacy practices.

(b) When necessary, as determined by us in our sole discretion, to provide Services to you. This includes for the uses listed in Section 2 above.

(c) When required by law or by court order.

(d) To protect our rights and property, to prevent fraudulent activity or other deceptive practices of Users or third parties, or to prevent harm to others.

(e) If we are acquired by or merged with another company, or if our assets are sold to another company. In all of these circumstances, you understand and agree that our Terms of Service and this Policy will be assigned and delegated to the other company.

(f) To perform tasks for us or in connection with our business, as determined by us. We may use third parties to help operate the Services and perform other aspects of the Services. You agree we may share your Personal Data with our Affiliates and other third parties that provide services to us in connection with our business (such as website or database hosting companies, address list hosting companies, e-mail service providers, analytics companies, distribution companies, and other similar service providers that use such information on our behalf). Unless otherwise stated, these third parties do not have any right to use the Personal Data we provide to them beyond what is necessary for them to assist us, as determined by us.

**4. Children's Privacy.** We recognize the need to provide further privacy protections with respect to Personal Data we may collect from Children who use our Services. In connection with our Services, Children can create a Profile and Post Content to our Services. However, a Child's

Profile, Content, and Personal Data is not publicly viewable on our Services. Further, notwithstanding any provision of this Policy to the contrary, we do not collect any Personal Data from Children without first receiving the applicable consent from a Parent which is required by COPPA. In connection with the Services, may ask the Child to provide certain information for notification and security purposes, including a Parent's email address, the Child's first name and gender, the Child's Profile username, and password. We also may ask for birth dates from Children to validate their ages. We strongly advise Children never to provide any Personal Data in their usernames. Please note that Children can choose whether to share their information with us, but certain features of the Services cannot function without it. As a result, Children may not be able to access certain features if the required Parent consent has not been provided. We will not require a Child to provide more information than is reasonably necessary in order to use our Services. If you are a school, school district, school system, educational institution of any kind, or Principal (collectively referred to hereinafter as "school" or "schools") you are solely responsible for insuring that persons utilizing this service, opening accounts, or otherwise allowing use of this service in any way, shape or form, are authorized personnel and/or agents of the school and/or an appropriate person as to be solely determined by the school. LibraryTrac has no control nor responsibility as to how the school uses the service once the school subscribes.

(a) Parent Consent. In the event that we collect Personal Data from a Child that we will not disclose to third parties or made publicly available (i.e. which we will use for our internal business purposes only), then we will first seek a Parent's consent by email. In that email we will explain what information we are collecting, how we will use it, and how a Parent can revoke consent. If we do not receive consent from a Parent within a reasonable time, we will delete the Parent contact information and any other information collected from the Child. WE DO NOT PUBLICALLY DISPLAY OR SHARE WITH THIRD PARTIES ANY PERSONAL DATA COLLECTED FROM CHILDREN.

(b) Teacher Consent. With regard to school-based activities, COPPA allows teachers and school administrators to act on the Parent's behalf provide consent for the collection of Personal Data from Children. Therefore, a Member School may provide consent for us to collect Personal Data on behalf of a Parent. Members Schools should always notify Parents about these activities. A Parent's right respect to a Child's educational record is governed in part under the Family Educational Rights and Privacy Act ("FERPA"). Please see resources related to FERPA for more information. If you are a school, school district, school system, educational institution of any kind, or Principal (collectively referred to hereinafter as "school" or "schools") you are solely responsible for insuring that persons utilizing this service, opening accounts, or otherwise allowing use of this service in any way, shape or form, are authorized personnel and/or agents of the school and/or an appropriate person as to be solely determined by the school. LibraryTrac has no control nor responsibility as to how the school uses the service once the school subscribes.

**5. Security of Your Personal Information.** We exercise care and prudence in protecting the security of Personal Data provided to us. We carefully protect your data from loss, misuse, unauthorized access or disclosure, alteration, or destruction. Specifically, we or our payment

processors use the Secured Socket Layer (SSL) encryption when collecting, storing, or transferring sensitive data. Personal Data is stored in password-controlled servers with limited access. However, you have a significant role in Profile security. Someone may see or edit your Personal Data if that person gains access to your Profile. WE TAKE THESE PRECAUTIONS IN AN EFFORT TO PROTECT YOUR INFORMATION AGAINST SECURITY BREACHES. HOWEVER, THIS IS NOT A GUARANTEE THAT SUCH INFORMATION MAY NOT BE ACCESSED, DISCLOSED, ALTERED, OR DESTROYED BY BREACH OF SUCH FIREWALLS AND SECURE SERVER SOFTWARE. BY USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU UNDERSTAND AND AGREE TO ASSUME THESE RISKS.

**6. Your Profile.** Users may review and update Personal Data by logging into their Profile. To protect your privacy and security, we will also take reasonable steps to verify your identity, such as password and username, before granting access to any Personal Data. If your Profile is terminated by you or us, we will remove your name and other Personal Data from our publicly viewable database. If you close your Profile, we have no obligation to retain your information, and may delete any or all of your Profile information without liability. However, we may retain Content related to you if we believe it may be necessary to prevent fraud or future abuse or for our business purposes, as determined by us. We may also retain and use your Content if necessary to provide Services to other Users. We disclaim any liability in relation to the deletion or retention (subject to the terms of this Policy) of Content or any obligation not to delete the Content and you release us from liability in relation to the deletion or retention (subject to the terms of this Policy) of Content or any obligation not to delete the Content.

## **7. Use of Cookies and Do Not Track.**

(a) We and our Affiliates may use cookies, clear GIFs (also known as ‘web beacons’), or local shared objects (sometimes called ‘flash cookies’) on the Website or in electronic communications to you in order to help personalize the Services. A cookie is a text file that is placed on your Device by a server. Cookies cannot be used to run programs or deliver viruses to your Device. Cookies are uniquely assigned to you, and can only be read by the server that issued the cookie to you. A clear GIF is typically a transparent graphic image (usually 1 pixel by 1 pixel in size) that is used in conjunction with the Services, which allows us or our Affiliates to measure the actions of Users who interact with the portion of the Services that contain the clear GIF. We and other third parties use clear GIFs to measure traffic and related browsing behavior, and to improve your experience when using the Services. We and other third parties may also use customized links or other similar technologies to track hyperlinks that you click, and associate that information with your Personal Data in order to provide you with more focused communications. You have the ability to accept or decline cookies and Clear GIFs may be unusable if you elect to reject cookies. Most web browsers and Devices automatically accept cookies, but you can usually modify the settings to decline cookies if you prefer. If you choose to decline cookies, you may not be able to fully experience the interactive features of the Services.

(b) ‘Do Not Track’ is a standard that is currently under development. As it is not yet finalized, we adhere to the standards set out in this Policy, and you agree that we will do our best but have no obligation to honor a ‘Do Not Track’ request. Further, you understand and agree that we shall

not be liable for and you expressly release, indemnify, hold harmless, and defend us from any claims you may have related to our inability to honor a 'Do Not Track' request.

**8. Linked Sites.** The Services and/or third parties may provide links to Linked Sites and data provided by third parties. However, we are not responsible for the privacy practices employed by Linked Sites, nor are we responsible for the information or materials that third party data contains. This Policy applies solely to information collected by us through the Services; thus when you use a link to go from the Services to a Linked Site, this Policy is no longer in effect. We encourage Users to read the privacy policies of Linked Sites before proceeding to use them. When you conduct e-commerce with a Linked Site, certain Personal Data s may be collected by the Linked Site and made available to us.

**9. Affiliated Businesses We Do Not Control.** We may engage third parties to perform functions on our behalf. Examples include but are not limited to scheduling, hosting, data storage, sending postal mail and e-mail, removing repetitive information from User lists, analyzing Content, providing marketing assistance, providing search results and links (including paid ads and links), processing payments, and providing customer service. We will provide such entities with access to certain information needed to perform their functions, but will take measures to ensure that they may not use it for other purposes.

**10. Changes to our Policy; Miscellaneous.** We reserve the right to change this Policy, our Terms of Service, and our other Policies at any time. We will notify you about changes to this Policy by placing the updated Policy on the Services. You agree that your use of the Services after such notification will constitute acceptance by you of such changes to our Policy. This Policy is and any disputes in connection with this Policy are subject to our Terms of Service and our other Policies which are each hereby incorporated herein by reference. In the event of any conflict between: (a) the provisions of this Policy and our Terms of Service, our Terms of Service shall control, and/or (b) the provisions of our Terms of Service and any Subscriber Agreement, the provisions of the Subscriber Agreement shall control and the remaining provisions of our Terms of Service shall be supplemental.

**11. Questions or Comments Regarding this Policy.** We value your comments and opinions. If you have questions, comments or a complaint about compliance with this Policy, you may send a written notice to us at: [info@librarytrac.com](mailto:info@librarytrac.com) or LibraryTrac, LLC, attn: Scott Allen, 2012 Snowbush Court, Culpeper, Va. 22701.