

Purpose Enterprises, Inc. Terms of Service



This document was last updated on April 28, 2020.

The following PURPOSE Enterprises, Inc. (“PURPOSE”, “PURPOSE HQ”, “our”, “we” or “us”) Terms of Service (the “Terms of Service”) is a legally binding contract between you (the “Subscribing Organization”, or “you”) and PURPOSE regarding your use of the PURPOSE HQ website, networks, and other features or services provided to you by PURPOSE (collectively, the “Service”).

PLEASE READ THE TERMS OF SERVICE CAREFULLY. YOU AGREE TO BE BOUND BY THE TERMS OF SERVICE INCLUDING THE PURPOSE Enterprises, Inc. PRIVACY POLICY (the “Privacy Policy”, and together with the Terms of Service, the “Terms”).

These Terms, as the master license, supersede any other terms relating to the use of the Services, including those that may be presented to users before permitting users to gain access to the Services (including any “terms of use” or other such agreements on the website where the Service is accessed, and commonly may be referred to as “browsewrap” or “click through licenses” located on the Service’s website) and that such other terms that may be presented to users, if any, are not binding upon individual users or the Subscribing Organization.

1. Eligibility

By agreeing to the Terms, you represent and warrant to us that:

- (i) you, the individual, are at least 18 years old and have not previously been suspended or removed from the Service;
- (ii) you, the individual, are an authorized representative of your Subscribing Organization with the authority to bind your Subscribing Organization to the Terms;
- (iii) your Subscribing Organization agrees to be bound by the Terms;
- (iv) Your Subscribing Organization’s use of the Service is in compliance with any and all applicable laws and regulations.

2. Privacy Policy and Security Requirements

Please read the Privacy Policy carefully for information relating to our collection, use, and disclosure of your personal information. The Privacy Policy is hereby incorporated by reference into, and made a part of, these Terms.

3. Modification of the Terms

The Terms may not be modified except by consent of the Parties.

4. Accounts and Registration

To access the Service, users must register for an account (the "Account"). When users register for an Account, they may be required to provide us with some information about themselves (such as e-mail address or other contact information) (the "User Information" and as further defined below). You agree that you will advise users that the User Information that they provide to us is and will be accurate and up-to-date at all times. You understand that we are relying on the truthfulness of your User Information.

When users register, they will also be asked to provide a password. The Subscribing Organization is responsible for you and your users maintaining the confidentiality of the passwords.

You agree to accept responsibility for all activities that occur under your users' Accounts. If you have reason to believe that an Account is no longer secure for any reason (for example, in the event of a loss, theft or unauthorized disclosure or use of your password), then you agree to immediately notify us at contact@purposehq.com.

5. Premium Service

5.1 Subscription Fees. PURPOSE, may, now or in the future, offer premium services through the Service (the "Premium Services"). PURPOSE may charge subscription fees for the use of such Premium Services. Your additional consent and agreement to the Premium Services will be required prior to us providing and you using the Premium Services. If you decide to use any Premium Services, you agree to pay to PURPOSE all related subscription fees, including in each case any applicable taxes (the "Premium Services Fees").

5.2 Billing. Unless set forth otherwise in a separate written purchase agreement, Premium Service Fees will be billed at the beginning of your subscription or any renewal. Premium Service Fees are nonrefundable. PURPOSE may change the Premium Service Fees or add additional fees or charges for the Premium Services, on a going forward basis at any time. For any change in the Premium Service Fees for renewal of a subscription

purchased under your account, PURPOSE will send you a notice of such change in advance of renewal (via a message on or through the Service or email). Each of your subscriptions, if any, will automatically renew unless PURPOSE terminates such subscription or you cancel such subscription. You must cancel a subscription prior to renewal to avoid incurring Premium Service Fees for the renewal term. Unless otherwise specified all terms are due upon receipt.

5.3 Payment. PURPOSE will bill charges through an invoice or through the payment method specified in your account (e.g., electronic funds transfer or credit card). If you pay any applicable Premium Service Fees with a credit card, PURPOSE may seek pre-authorization of your credit card account prior to your purchase to verify that the credit card is valid and has the necessary funds or credit available to cover your purchase. You authorize such credit card account to pay any amounts described herein and authorize PURPOSE to charge all sums described herein to such credit card account. You agree to provide PURPOSE updated information regarding your credit card and account upon PURPOSE's request and any time the information earlier provided is no longer valid.

6. User Information and Content

Our Service will collect and use three (3) types of information as described in more detail below: (i) User Information, (ii) School Student, Employee, or Applicant Information, and (iii) Aggregate Information.

6.1 User Information. User information means information that identifies you, and includes (i) information provided by you when you log into your Account (i.e., username, password, contact information, etc.), (ii) information that tracks your usage of the Service (i.e., time spent using the Service, page usage statistics, etc.), and (iii) information about the web browser and type of device that you are using (i.e., Mac, PC, smartphone, etc.) for your use of the Service (collectively, the "User Information").

6.2 School Student, Employee, or Applicant Information. As part of your use of the Service, you will be enabled to upload content related to your students (the "School Student Information") that will be synchronized with the Service. You understand and acknowledge that the School Student Information that you provide to the Service may include information of your students. School Student Information is any personally identifiable information related to the Subscribing Organization's students, student families/guardians, and employees furnished to PURPOSE; all findings, analysis, data, reports or other information learned or developed and based thereon, whether in oral, written, graphic, or machine-readable form. School Student Information includes, but is not limited to, names, addresses, contact information, school or school

attended, school district, grades or other reviews, credits, scores, analysis or evaluations, activities or associations, or other identifying numbers or codes, date of birth or age, gender, socioeconomic status (including free/reduced lunch status), race, ethnicity, special education status, or English Language Learner status, and any other information that constitutes “personally identifiable information” as defined in or pursuant to FERPA. School Student Information does not include any information that is: (i) lawfully in the public domain at the time of receipt or which lawfully comes into the public domain thereafter, (ii) disclosed with the prior written approval of the Subscribing Organization, (iii) demonstrated to have been independently developed by PURPOSE without reference to the Confidential Information, (iv) disclosed to PURPOSE by a third party under conditions permitting such disclosure, and/or (v) disclosed as required by court order, subpoena, other validly issued administrative or judicial notice or order and/or as a matter of applicable law. As part of the Service, you will also be able to manually enter additional information related to the School Student Information on an individual student basis (this additional information is also deemed “School Student Information” for purposes of the Terms). If using the service for developing employees or selecting applicants, any information you or they submit is protected in the same way.

6.3 Aggregate Information. In an ongoing effort to better understand the use and development of our Services, PURPOSE often conducts research on its user demographics, interests, and behavior based on the information provided to us and the use of our Services. This research may be compiled and analyzed on an aggregate basis. PURPOSE may create, collect, extract, compile, derive, develop, synthesize, and analyze non-identifiable aggregate data resulting from our users’ access and use of our Services (“Aggregate Information”). This Aggregate Information may appear as a non-identifiable indicator or score attributable to a class or group of users. PURPOSE may also use Aggregate Information in order to develop our Services for current and prospective customers, business partners, and to other third parties for any lawful purposes.

6.4 PURPOSE use of User Information. By uploading User Information to your Account, you grant PURPOSE a royalty-free right and license to host and use your User Information, in whole or in part, for the purposes of (i) communicating with you, (ii) improving or modifying the Service, and (iv) improving or modifying your user experience of the Service.

6.4 PURPOSE use of School Student Information.

6.4.1 By uploading School Student Information, you grant PURPOSE a royalty-free right and license to host and use your School Student Information, in whole or in part, for the purposes of (i) your use of the Service, (ii) improving or modifying the Service, and (iii) improving or modifying your user experience

of the Service.

6.5 Limited License Grant to Other Users. You hereby grant a non-exclusive license to access and use User Information and/or School Student Information (collectively, the "Information") that you share with another user of the Service to such user; provided, however, you, acknowledge and agree that you will only share the Information with only those other individuals who have been previously authorized and approved by your Subscribing Organization to see and use such Information and to use the Service. You are solely liable and responsible for your actions or inactions that result in the sharing of any such Information with others. This includes, but not limited to, adequately protecting the Information that may be displayed on your computer screen and not leaving your computer unattended if the Information is visible or accessible. PURPOSE does not take responsibility or liability for your distribution, sharing or disclosure of such Information. Furthermore, you acknowledge and understand that you are subject to all applicable privacy laws, rules and regulations, including without limitation, FERPA.

6.6 PURPOSE use of Aggregate Information. Notwithstanding anything to the contrary in this Terms of Service, PURPOSE will have the right to create, collect, extract, compile, synthesize, and analyze Aggregate Information. To the extent any Aggregate Information is created by PURPOSE, the Aggregate Information will be solely owned by PURPOSE and may be used by PURPOSE for any lawful business purpose without a duty of accounting to you or any third party, provided that the Aggregate Information is used only in an aggregated form without specifically identifying any individual.

6.7 Representations and Warranties.

6.7.1 By posting, uploading and publishing Information, you affirm, represent, and warrant that:

6.7.2 You are the creator and owner of, or have the necessary licenses, rights, consents, and permissions (including any permissions required under any applicable law or regulation) to use and to authorize PURPOSE and users of the Service to use and distribute your Information as necessary to exercise the licenses granted by you in this Section and in the manner contemplated by PURPOSE and the Terms;

6.7.3 Your Information, and the use thereof as contemplated herein, does not and will not: (a) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (b) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; (c) contain any viruses, adware, spyware, worms, or other malicious code; or (d) violate any applicable law or regulation.

6.8 Disclaimer. We are under no obligation to edit or remove the Information that you and other users post or publish and will not be in any way

responsible or liable for editing or removing the Information. You agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against PURPOSE with respect thereto. We expressly disclaim any and all liability in connection with the Information. If notified by a user or content owner that the Information allegedly does not conform to the Terms, we may investigate the allegation and determine in our sole discretion whether to remove the Information, which we reserve the right to do at any time and without notice. For clarity, PURPOSE does not permit copyright infringing activities on the Service.

7. Digital Millennium Copyright Act

7.1 DMCA Notification

We comply with the provisions of the Digital Millennium Copyright Act applicable to internet service providers (17 U.S.C. §512, as amended). If you have any complaints or objections to material posted on the Service you may contact our designated agent at the following address:

Purpose Enterprises, Inc.

1020 W 106th Street

Carmel, IN 46032

E-mail: contact@purposehq.com

Any notice alleging that materials hosted by or distributed through the Service infringe intellectual property rights must include the following information:

- (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed;
- (ii) a description of the copyrighted work or other intellectual property that you claim has been infringed;
- (iii) a description of the material that you claim is infringing and where it is located on the Service;
- (iv) your address, telephone number, and email address;
- (v) a statement by you that you have a good faith belief that the use of the materials on the Service of which you are complaining is not authorized by the copyright owner, its agent, or the law; and
- (vi) a statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

8. Data Portability

PURPOSE may enable you to export certain Information you have uploaded to the Service (the “Data”) to certain data export formats, including the comma separated values file format (.csv). You are solely liable and responsible for any such exported Data. PURPOSE does not take responsibility or liability for your distribution, sharing or disclosure of such exported Data. PURPOSE does not guarantee that all Information will be exportable as Data. Following termination of your Account or of your access to the Service for any reason, all Information will be immediately deleted, and you will no longer have the ability to export any of the Data.

9. Prohibited Conduct

BY USING THE SERVICE, YOU AGREE NOT TO:

9.1 rent, lease, loan, sell, resell, sublicense, distribute or otherwise transfer the licenses granted herein or any Materials (as defined in Section 12, below);

9.2 post, upload, or distribute any defamatory, libelous, or inaccurate Information or other content;

9.3 post, upload, or distribute any Information or other content that is unlawful or that a reasonable person could deem to be objectionable, profane, offensive, indecent, pornographic, harassing, threatening, embarrassing, distressing, vulgar, hateful, racially or ethnically offensive, or otherwise inappropriate;

9.4 impersonate any person or entity, falsely claim an affiliation with any person or entity, or access the Service accounts of others without permission, forge another person’s digital signature, misrepresent the source, identity, or content of information transmitted via the Service, or perform any other similar fraudulent activity;

9.5 delete the copyright or other proprietary rights on the Service or any Information;

9.6 make unsolicited offers, advertisements, proposals, or send junk mail or spam to other users of the Service. This includes, but is not limited to, unsolicited advertising, promotional materials, or other solicitation material, bulk mailing of commercial advertising, chainmail, informational announcements, charity requests, and petitions for signatures;

9.7 use the Service for any illegal purpose, or in violation of any local, state, national, or international law, including, without limitation, laws governing intellectual property and other proprietary rights, and data protection and privacy, or the collection, storage, transmission, or access of educational records;

9.8 defame, harass, abuse, threaten or defraud users of the Service, or collect, or attempt to collect, personal information about users or third parties without their consent;

9.9 use the Service for any commercial purpose other than the internal business purposes of maintaining and administering student, applicant, or employee survey data without our consent;

9.10 remove, circumvent, disable, damage or otherwise interfere with security-related features of the Service or Information, features that prevent or restrict use or copying of any content accessible through the Service, or features that enforce limitations on the use of the Service or Information;

9.11 reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Service or any part thereof (including any app), except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;

9.12 modify, adapt, translate or create derivative works based upon the Service or any part thereof, except and only to the extent the foregoing restriction is expressly prohibited by applicable law; or 9.13 intentionally interfere with or damage operation of the Service or any user's enjoyment of it, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code.

10.Third Party Websites

The Service, including our websites, may contain links to third-party websites. The linked sites are not under our control, and we are not responsible for the contents of any linked site. We provide these links as a convenience only, and a link does not imply our endorsement of, sponsorship of, or affiliation with the linked site. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any of these third parties.

11. Term; Termination of Use; Discontinuation and Modification of the Service

If you violate any of the Terms, your permission to use the Service will automatically be suspended or terminated at the election of PURPOSE in its sole discretion. You also agree that we may, at any time and without notice to you, suspend your access to and use of the Service, and any accounts you may have in connection with the Service: (i) where we determine, in our sole discretion, that such action is reasonable in order to comply with legal requirements or to protect the rights or interests of PURPOSE or any third party; or (ii) in connection with any general discontinuation of the Service. We reserve the right to modify the Service at any time but will notify you of any material changes to the Service. If you don't agree to any such changes to the Service and wish to terminate your Account and use of the Service, then you must provide us with written notice to contact@purposehq.com and we will automatically delete your Account (including all PII and other Information), unless you notify us otherwise. We will have no liability whatsoever on

account of any change to the Service or any suspension or termination of your access to or use of the Service, provided that if we suspend or terminate your access to the Service other than for your breach of these Terms, we shall provide a refund of a prorated portion of any fees, if applicable, paid in advance for the period of the subscription that was suspended or terminated. You may terminate your Account, at any time by contacting customer service at contact@purposehq.com. If you terminate your Account, you will remain obligated to pay all outstanding fees and charges, if any, relating to your use of the Service incurred before termination.

12. Ownership; Proprietary Rights

The Service is owned and operated by PURPOSE. The visual interfaces, graphics, design, compilation, information, computer code (including source code or object code), products, software, services, and all other elements of the Service provided by PURPOSE (the "Materials") are protected by United States copyright, trade dress, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. Except for any Information that is provided by your use of the Service, all Materials contained in the Service are the property of PURPOSE or its subsidiaries or affiliated companies and/or third-party licensors. All trademarks, service marks, and trade names are proprietary to PURPOSE or its affiliates and/or third-party licensors. Except as expressly authorized by PURPOSE, you agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the Materials. PURPOSE reserves all rights to the Materials not expressly granted in the Terms.

13. Indemnity

You agree to defend, indemnify and hold harmless PURPOSE and its officers, directors, employees, consultants, affiliates, subsidiaries and agents (collectively, the "PURPOSE Entities") from and against any and all claims, liabilities, damages, losses and expenses, including reasonable attorneys' and accounting fees and costs, arising out of or in any way connected with (i) your access to, use of or alleged use of the Service; (ii) your violation of the Terms or any representation, warranty, or agreements referenced herein, or any applicable law or regulation; (iii) your violation of any third party right, including without limitation any intellectual property right, publicity, confidentiality, property, or privacy right; or (iv) any disputes or issues between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to

indemnification by you, and in such case, you agree to cooperate with our defense of such claim.

14. Disclaimers; No Warranties

THE SERVICE IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. THE PURPOSE ENTITIES SPECIFICALLY (BUT WITHOUT LIMITATION) DISCLAIM (i) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT; (ii) ANY WARRANTIES ARISING OUT OF COURSE-OF-DEALING, USAGE, OR TRADE; (iii) ANY WARRANTIES THAT THE INFORMATION OR RESULTS PROVIDED IN, OR THAT MAY BE OBTAINED FROM USE OF, THE SERVICE WILL MEET YOUR REQUIREMENTS OR BE ACCURATE, RELIABLE, COMPLETE, OR UP-TO-DATE; AND (iv) ANY WARRANTIES WHATSOEVER REGARDING ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL ADVERTISED, MADE AVAILABLE, OR REFERRED TO YOU THROUGH THE SERVICE. YOU ASSUME ALL RISK FOR ALL DAMAGES, INCLUDING DAMAGE TO YOUR COMPUTER SYSTEM, MOBILE DEVICE OR LOSS OF DATA THAT MAY RESULT FROM YOUR USE OF OR ACCESS TO THE SERVICE. ANY CONTENT, MATERIALS, INFORMATION OR SOFTWARE DOWNLOADED, USED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES IN SOME CIRCUMSTANCES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

15. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER THE PURPOSE ENTITIES NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OPERATING OR DELIVERING THE SERVICE WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES RESULTING FROM YOUR ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE, THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR ANY OTHER LEGAL THEORY, WHETHER OR NOT THE PURPOSE ENTITIES HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE. YOU SPECIFICALLY ACKNOWLEDGE THAT THE PURPOSE ENTITIES ARE NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU. FURTHER, THE PURPOSE ENTITIES WILL HAVE NO LIABILITY TO

YOU OR TO ANY THIRD PARTY FOR ANY THIRD-PARTY CONTENT UPLOADED ONTO OR DOWNLOADED FROM THE SITE OR THROUGH THE SERVICE.

YOU AGREE THAT THE AGGREGATE LIABILITY OF THE PURPOSE ENTITIES TO YOU FOR ANY AND ALL CLAIMS ARISING FROM OR RELATED TO THE USE OF THE SERVICE IS LIMITED TO THE GREATER OF (i) THE AMOUNTS YOU HAVE PAID TO PURPOSE FOR ACCESS TO AND USE OF THE SERVICE GIVING RISE TO SUCH LIABILITY IN THE THREE (3) MONTHS PRIOR TO THE CLAIM, OR (ii) \$100. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN PURPOSE AND YOU.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY IN CERTAIN CIRCUMSTANCES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

16. No Class Actions

YOU AND PURPOSE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and PURPOSE agree otherwise, the applicable court or trier of law may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. If this Section 16 is found to be unenforceable, then the entirety of this Section 16 shall be null and void and, but the other Sections and terms and conditions of the Terms will remain in full force and effect.

17. Governing Law; Venue

These Terms, whether interpreted in a court of law or in arbitration, shall be governed by the laws of the State of Indiana as they apply to agreements entered into and to be performed entirely within Indiana by Indiana residents, and without regard to conflict of law principles. To the extent that any lawsuit or court proceeding is permitted hereunder, you and PURPOSE agree to submit to the personal and exclusive jurisdiction of the state courts and federal courts located within Hamilton County, Indiana for the purpose of litigating all such claims or disputes.

18. General

The Terms and any other agreements expressly incorporated by reference herein, constitute the entire and exclusive understanding and agreement

between you and PURPOSE regarding your use of and access to the Service. You may not assign or transfer the Terms or your rights hereunder, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign or transfer the Terms or our rights hereunder, at any time without notice. The failure to require performance of any provision shall not affect our right to require performance at any time thereafter, nor shall a waiver of any breach or default of the Terms constitute a waiver of any subsequent breach or default or a waiver of the provision itself. Use of paragraph headers in the Terms is for convenience only and shall not have any impact on the interpretation of particular provisions. In the event that any part of the Terms is held to be invalid or unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remaining parts will remain in full force and effect. Upon termination of the Terms, any provision, which, by its nature or express terms should survive, will survive such termination or expiration, including, but not limited to, Section 2, and Sections 6 through 18.

19. Contact Information

If you have any questions regarding PURPOSE, the Service, or the Terms of Service please contact us at contact@purposehq.com.