

Kandoolu Terms of Service

Welcome to Kandoolu, a product of OnHand Schools, Inc. The Kandoolu website and all products and services of OnHand School are provided subject to the terms set forth herein. If you visit the site, you agree to be bound to these terms.

OnHand Schools reserves the right to make changes at any time to these Terms of Service. Any modifications to the Terms of Service will be effective upon posting. Your continued use of the site following posting of any revised Terms of Service will constitute acceptance of the modified Terms of Service.

Use of the site

The site may include information regarding OnHand Schools and its products, services, publications and presentations which are proprietary to OnHand Schools, and links to other OnHand Schools -owned or third party websites. You may download, view, copy and print information, materials and any other aspect of this site (i) solely for your personal, informational purposes; and (ii) provided that neither the materials, nor any proprietary notices or disclaimers therein, are modified or altered.

You agree you will not interfere, in any way, with others' use of or access to the site and will not attempt to gain unauthorized access to the account or computer system of any other site user. You further agree not to take any other action in connection with your use of the site which violates any treaty, law or regulation and to fully comply with all applicable treaties, laws and regulations in your use of the site.

You agree to access the site through a web browser, and specifically agree not to use any third party applications to access the site or any other page of the site. You further agree that you will not use any robot, spider or other automatic device, manual process or application or data mining or extraction tool to access, monitor, copy or use the site. You agree not to take any other action that imposes an unreasonable or disproportionately large load on the site.

Except as expressly provided herein or elsewhere on the site, you may not use, download, upload, reproduce, copy, duplicate, print, display, perform, republish, sell, license, post, transmit, disseminate, redeliver using "framing technology," otherwise distribute, or commercially exploit in any way the site or any portion thereof or any information or content on the site, without the prior written permission of OnHand Schools.

Unauthorized Use of the site

OnHand Schools reserves the right to investigate and take legal action against any illegal and/or unauthorized use of the site, including but not limited to: unauthorized access to the site through a third party application, robot, spider, automated device, or data mining or extraction tool or other unauthorized means; interference with the site; action that imposes an unreasonable load on the site; or any link to any page of the website other than the home page. OnHand Schools' decision not to pursue legal action for any violation of the Terms of Service shall not be construed as a waiver of these Terms of Service or OnHand Schools' legal rights.

Age Restrictions

You may only use the site and Services if you are: (i) at least 13 years of age; or (ii) if you are under 13 years of age, with the consent of your teacher or a legal parent or guardian. By using the site and Services, you hereby represent and warrant that you are at least 13 years of age or, if you are under 13 years of age, that you have the consent of your teacher, legal parent, or guardian to use the site and Services.

IF YOU REGISTER, APPROVE THE REGISTRATION OF, OR OTHERWISE ASSUME RESPONSIBILITY FOR ANY STUDENT UNDER 13 YEARS OF AGE, YOU REPRESENT AND WARRANT THAT YOU ARE THAT STUDENT'S LEGAL PARENT OR GUARDIAN; OR, IF YOU ARE A TEACHER OR SCHOOL, THAT YOU HAVE THE AUTHORITY TO CONSENT TO SUCH STUDENT'S USE OF THE SITE AND SERVICES, AND YOU AGREE TO BE BOUND BY THESE TERMS ON BEHALF OF SUCH STUDENT, INCLUDING WITHOUT LIMITATION BEING LIABLE FOR ALL USE OF THE SITE AND SERVICES BY SUCH STUDENT.

Teachers and Educators

If you are a teacher or educator, and will use the Kandoolu as an education tool, please read this section carefully. The Children's Online Privacy Protection Act ("COPPA") requires that OnHand Schools obtain consent prior to the collection, use, and disclosure of information from children under 13. If you have students under 13 and would like those students to use Kandoolu as a classroom tool, you are responsible for using the Services in accordance with COPPA. By using the Kandoolu, you expressly consent to the collection, use, and disclosure of personal information as set forth in our Privacy Policy, from those of your students under 13 that use Kandoolu as a classroom tool. You also agree to use the Kandoolu and any information you collect from children via Kandoolu in accordance with our COPPA Policy, COPPA, and all applicable laws. You represent, warrant, and covenant that you, as a teacher, educator, or school, have the authority to use Kandoolu as a classroom tool. You also agree that you will not use Kandoolu with any children under 13 years old, unless you are the teacher or an authorized representative of that child's school with authority to consent to the collection, use, and disclosure of personal information from such child in the context of your classroom or school.

Your Kandoolu Account and Data

If you create an account on the Service, you are responsible for maintaining the security of your account and data, and you are fully responsible for all activities that occur under the account. You must notify OnHand Schools immediately of any unauthorized uses of your data, your account or any other breaches of security. OnHand Schools will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions. OnHand Schools may from time to time set storage limits for your data, or take any other measures it considers appropriate to manage the Service. OnHand Schools may also from time to time change its policies on offering commercial content, and may do this without notice.

Privacy

The terms of the Kandoolu Privacy Statement are hereby incorporated as part of these Terms of Service.

Ratings

OnHand Schools may in its sole discretion, enable users to provide feedback and/or ratings concerning lessons and other materials that they have used through Kandoolu. Such feedback and ratings are

intended to enable users to evaluate the usefulness of such materials. Please use caution and good judgment when providing feedback or ratings, as they will be viewable by other users of the Services. All feedback and ratings that you provide through the feedback and ratings features will constitute Submissions. Without limiting the foregoing, you may not: (i) post any false, malicious, reckless, abusive, defamatory, offensive, inflammatory, or inappropriate information about any lesson or other materials; (ii) disclose any personally identifiable information or other confidential information of any user or other person using the feedback and ratings tool; (iii) manipulate feedback and ratings, including, without limitation, by rating your Submissions; or (iv) provide feedback or ratings on unrelated materials. You are solely and exclusively responsible and liable for all feedback and other ratings that you provide.

Disclaimer of Warranties and Limitation of Liability

YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITE, AND ANY INFORMATION, CONTENT, PRODUCTS, SERVICES AND MATERIALS CONTAINED IN, ACCESSED VIA, OR DESCRIBED ON THE SITE, IS AT YOUR OWN RISK, AND THAT ALL SUCH INFORMATION, CONTENT, PRODUCTS, SERVICES AND MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, OnHand Schools MAKES NO, AND HEREBY DISCLAIMS ALL, REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE AVAILABILITY, OPERATION AND USE OF THE SITE OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS OR SERVICES ON OR ACCESSED VIA THE SITE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. IN ADDITION, OnHand Schools DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION ACCESSIBLE VIA THE SITE IS ACCURATE, COMPLETE OR CURRENT, AND IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS THEREIN OR FOR ANY ADVERSE CONSEQUENCES RESULTING FROM YOUR RELIANCE ON ANY ASPECT OF THE SITE. FURTHER, OnHand Schools MAKES NO REPRESENTATIONS AND WARRANTIES THAT THE SITE WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS.

IN NO EVENT SHALL OnHand Schools OR ITS AFFILIATES, OR THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES OF OnHand Schools OR ITS AFFILIATES (THE "OnHand Schools PARTIES") BE LIABLE TO YOU OR ANY THIRD PARTY FOR DAMAGES OF ANY KIND ARISING OUT OF THE USE OF, ACCESS TO, RELIANCE ON, INABILITY TO USE OR IMPROPER USE OF THE SITE OR ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS OR SERVICES AVAILABLE THEREON (INCLUDING, BUT NOT LIMITED TO, ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOSS OF PROFITS, GOODWILL OR REVENUE, BUSINESS INTERRUPTION, OR LOSS OF DATA), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE.

CERTAIN STATE LAWS MAY NOT PERMIT LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES, AND THUS SOME OR ALL OF THE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS ABOVE MAY NOT APPLY TO YOU.

Indemnification

You agree to indemnify and hold the OnHand Schools Parties harmless from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees, disbursements and court costs) arising from or in connection with (i) use of the site or any content, information, materials, products or services

contained, displayed or available therein by you or any other person accessing the site under any password, user ID or other access method assigned to you; (ii) your violation of these Terms of Use; or (iii) your violation of any rights of any third party.

Trademarks and Copyrights

The “Kandoolu” name and logo displayed on our site are the proprietary service marks or trademarks of OnHand Schools. Except pursuant OnHand Schools’ Software Development Kit license made available to educational app developers, Kandoolu may not be used in connection with any product or service that is not OnHand Schools’, in any manner that is likely to cause confusion among consumers, or to disparage or discredit Kandoolu. All other trademarks and service marks not owned by OnHand Schools or its licensors that appear on this site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by OnHand Schools. You may not use, copy, modify or display any of the trademarks, service marks, names or logos appearing on the site without the express written permission of the service mark or trademark owner.

All content on this site, including, but not limited to, works of authorship, publications, presentations, directories, design, text, graphics, photos, logos, button icons, images and data compilations; any improvements or modifications to such content; any derivative works based thereon; and the collection, arrangement and assembly of all content on this site are the property of OnHand Schools or its licensors and are protected by United States and international copyright and other intellectual property laws.

Nothing in these Terms of Service shall be deemed to grant to you or any other user any license or right in or to any copyright, trademark, trade secret or other proprietary right of OnHand Schools or any other person.

Links to Other OnHand Schools-Owned sites/Third Party sites/Third Party Advertisements

OnHand Schools may provide links on the site to other OnHand Schools-owned websites. The use of such other OnHand Schools-owned websites, and privacy policies related thereto, are governed by separate terms and conditions of use and privacy statements, which can be found at those websites.

You acknowledge that, from time to time, OnHand Schools may provide links to the websites of third parties. OnHand Schools is not responsible for the content of any linked site which is not owned by OnHand Schools, or any link contained in a linked site. The display of any link to a third party website does not imply endorsement by OnHand Schools of the linked site or any information or content therein.

IN NO EVENT WILL OnHand Schools BE LIABLE, DIRECTLY OR INDIRECTLY, TO ANYONE FOR ANY DAMAGE OR LOSS ARISING FROM OR RELATING TO ANY USE, CONTINUED USE OR RELIANCE ON ANY ADVERTISEMENT DISPLAYED ON THE SITE, OR ANY PRODUCTS, SERVICES OR OTHER MATERIALS RELATING TO ANY SUCH ADVERTISEMENT, ANY LINKED THIRD PARTY SITE, OR ANY LINK CONTAINED IN A LINKED SITE.

Electronic Communications

By using the Kandoolu Services provided on or through the site, you hereby consent to receive electronic communications from OnHand Schools. These electronic communications may include notices about applicable fees, taxes, other charges, transactional information, and other information concerning or related to the site and Services. These electronic communications are part of your relationship with

OnHand Schools. You agree that any notices, agreements, disclosures, or other communications that we send you electronically will satisfy any legal communication requirements, including that such communications be in writing.

Marketing Communications

We may send periodic promotional or informational emails to teacher users. You may opt-out of such communications by emailing info@kandoolu.com. Please note that it may take up to 10 business days for us to process opt-out requests. If you opt-out of receiving emails about recommendations or other information we think may interest you, we may still send you e-mails about your account or any Services you have requested or received from us.

Feedback

Except where otherwise expressly provided by OnHand Schools, all comments or feedback which is solicited by or provided to OnHand Schools regarding your experiences with, preferences for, opinion of or suggestions regarding this site or Kandoolu products or services (collectively, "Feedback") shall be considered non-confidential and OnHand Schools' property. By submitting such Feedback to OnHand Schools, you agree that you assign to OnHand Schools, without charge, all worldwide rights, title and interest, including copyrights and other intellectual property rights, in and to such Feedback, and that OnHand Schools shall be free to use such Feedback in any manner or media whatsoever, on an unrestricted basis and without any attribution, compensation or royalties to you.

OnHand Schools Does Not Endorse Comments of Users

OnHand Schools does not endorse, support, sanction, encourage, verify, or necessarily agree with the comments, opinions, or statements of third parties displayed on or transmitted via the site ("Third Party Content"). Any Third Party Content placed on the site are the views and responsibility of those who post the statements, and do not necessarily represent the views of OnHand Schools.

Modification or Discontinuance of the site by OnHand Schools

At any time, without notice to you, and for any or no reason, OnHand Schools may modify or discontinue the site. OnHand Schools shall in no way be held liable for any consequence which results from OnHand Schools' decision to modify or discontinue providing the site.

Denial of Access

OnHand Schools may prohibit you from using or accessing the site for any or no reason, at any time, in its sole discretion, without notice to you.

Governing Law

The laws of the State of Pennsylvania will govern these Terms of Service, without giving effect to any principles of conflicts of laws. You agree that any action arising out of the Terms of Service or your use of the site shall be brought in state or federal court in Pittsburgh, Pennsylvania, and you consent to the jurisdiction of such courts.

Miscellaneous

You may not assign or otherwise transfer these Terms of Service or any rights or obligations hereunder. OnHand Schools' failure to act on any breach of any provision hereof shall not be construed as a waiver of the enforcement of any provision unless OnHand Schools agrees to such waiver in writing.

If any portion of these Terms of Service is deemed unlawful, void or unenforceable, that portion will be deemed severable and will not affect the validity or enforceability of the remaining provisions. These Terms of Service set forth the entire understanding between you and OnHand Schools with respect to the subject matter hereof and supersede any prior or contemporaneous communications, representations, or agreements, whether oral or written, between you and OnHand Schools with respect to such subject matter.

Notice and Procedure for Making Claims of Intellectual Property Infringement

OnHand Schools respects the intellectual property rights of others. If you believe that any content on this site may infringe your copyrights or other intellectual property rights, please provide OnHand Schools the written information specified below. Please note that this procedure is exclusively for notifying OnHand Schools that your intellectual property rights have been infringed.

- An electronic or physical signature of the person authorized to act on behalf of the owner of the intellectual property interest;
- A description of the intellectual property right that you claim has been infringed;
- A description of where the material that you claim is infringing is located on the site;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the intellectual property owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the intellectual property owner or authorized to act on the intellectual property owner's behalf.

Contact

OnHand Schools' contact for notice of claims of copyright infringement or other intellectual property infringement on the site can be reached as follows:

OnHand Schools Inc.
1501 Reedsdale St.
Ste 5000
Pittsburgh, PA 15233
412-325-8000

<mailto:info@kandoolu.com>.

If you have any questions relating to these Terms of Service, the site or OnHand Schools, please contact us using the information provided above.