



# Willow Ed Terms of Service

## Terms of Service Agreement

This Terms of Service Agreement ("Agreement") is made between Willow Education and your school "School" regarding the use of the web application known as Willow Ed ("Application").

### 1. Grant of License

Company grants School a non-exclusive, non-transferable license to access and use the Application within the School's premises for educational purposes only.

This license is limited to the number of users stipulated in the purchase agreement between the Company and the School.

### 2. User Responsibility

School is responsible for the actions of its students, faculty, and staff related to the use of the Application ("Users").

School will ensure Users comply with this Agreement and refrain from any activity that disrupts the Application or infringes on the rights of others.

### 3. Intellectual Property

Company retains all intellectual property rights in and to the Application, including code, design, and documentation.

School and Users may not copy, modify, or reverse-engineer the Application.

### 4. Data Privacy

Company will collect and process personal data from Users in accordance with applicable privacy laws, including FERPA (Family Educational Rights and Privacy Act) if operating in the U.S.

Company will have in place security measures that protect this data from unauthorized access, use, or disclosure.



School will gain proper consent from parents or guardians when required before allowing student data to be collected.

#### 5. Fees and Payment

School shall pay Company the fees indicated in the purchase agreement within the timeframe outlined in the purchase agreement.

Late payments may incur interest or additional fees..

#### 6. Support and Maintenance

Company will provide technical support to the School during standard business hours via email and phone.

Company will update the Application to provide bug fixes and maintain compatibility with standard web browsers.

#### 7. Warranty Disclaimer

THE APPLICATION IS PROVIDED "AS IS" WITH NO WARRANTIES EXPRESS OR IMPLIED. COMPANY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

#### 8. Limitation of Liability

COMPANY SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING FROM THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### 9. Termination

Either party may terminate this Agreement for breach by providing written notice to the other party with [number] days opportunity to cure such breach.

Upon termination, the School will cease all use of the Application and return or destroy any Company materials related to it.

#### 10. Governing Law and Jurisdiction



This Agreement will be governed by the laws of the United States.

Disputes shall be resolved within the jurisdiction of Vermont.