

IMPORTANT: If you are under the age of 18, you must read these terms of use with a parent or adult guardian.

Please read these terms of use carefully before using our services. This is a binding agreement between you and BluPods Inc. By accessing or using our services in any manner, you agree to accept, without limitation or qualification, all of these terms of use.

If you do not wish to participate in the program, and also stop receiving Actionaly notifications, please contact your School directly or contact us at support@blupods.com.

Overview

Actionaly is a simple, collaborative platform for school-home communication that facilitates parental engagement in children's education. Actionaly is designed for whole-school adoption and collaborative use by principal, admins, teachers, staff, parent leaders and parents at preK-12 schools. Users can respond to activities about school logistics, newsletters, volunteer requests, payments, registration data, various forms such as field trips, parent teacher conferences, calendaring of events and more.

Modification of Terms of Use

Our legal policies may be modified as our services are updated. BluPods Inc reserves the right at any time to change any of these terms of use contained herein or any information contained in our services, including but not limited to the charges associated with the use of our services. If these terms of use do change, we will alert you by posting a notice on our website and sending your School an email detailing the changes. In certain situations (for example, where a change to these terms of use is necessary to comply with legal requirements or when the change is due to an inaccuracy or typographical error), we may not be able to give you a notice.

Disclosure

BluPods Inc reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request. Questions or comments regarding our services and the information contained in our services should be directed to support@blupods.com. Any communication or material transmitted to us via the Actionaly website, app or e-mail is transmitted on a non-confidential basis.

Privacy

Please read our Privacy Policy, to understand how we collect, use, share and protect information.

Modification of Services

Our services may include inaccuracies or typographical errors that will be corrected. Changes are periodically added to the information herein. Actionaly and/ or your School may make improvements and/or changes in our services at any time. By using our services, you agree in advance to accept any such changes.

Additional Terms

This Agreement applies to all users of our services, but there are special terms for you depending on what type of user you are.

If you are younger than 18, you must get your parent or guardian to read and agree to this Agreement with you.

If you are a parent, staff member or student, you will only join your School, classes and/or Pods to which you have been added, or to which you belong, or those that are made available to everyone at your School to join.

If you are a parent or student you will only view posts for your School, grades, classes and Pods you belong to. You may be allowed to post to the classes based upon your School's discretion and to the Pods you belong to upon the group administrator's discretion.

If you interact with the post, for instance, appreciate, publicly comment, sign up or RSVP, other users who have access to the post will be able to see you did so.

If you are a staff member, you can view posts for your School, all grades, classes and public Pods.

If you are a designated Actionaly Admin at your School, you can view posts for the School, all grades, classes and all Pods.

If you are a School Principal or District Admin, you can view direct messages at your School.

If you are a designated Actionaly Admin or a teacher at your School, you can invite users to join Actionaly. It is your responsibility to maintain the accuracy of the contact information for these users and that you have permission from these users to invite them. You may not invite users that are not associated with your School.

You may be required to register with Actionaly by creating a password, to access the School in Actionaly either via the website or the app. Actionaly reserves the right to refuse registration of or to cancel a Actionaly account in its sole discretion. You will be responsible for maintaining the confidentiality of your account and password.

Consent to Receive Periodic Notifications

Actionaly may send you communication arising from School Submissions (defined later) via email, text, voice call, and/or push notifications. If you do not wish to receive any notifications for School-related activities and notifications resulting from School Submissions, please contact your School directly.

Actionaly is not held responsible for any SMS notifications and charges you may receive in regards to your cell provider plan. You may permanently opt out of receiving SMS text messages in order to avoid certain charges by adjusting your notification settings from your accounts page. To request help in adjusting your notification settings, please

contact support@blupods.com. Note that you may still receive alerts via SMS, for example those regarding school closure, threats, etc. To opt out of School alerts, please contact your school directly.

Apart from notifications for School related activities, Actionaly may contact you with service-related announcements from time to time. By agreeing to these terms of use, you agree to receive and give permission to Actionaly to send communication to you.

Use of Actionaly Services

Our services may contain news feed, chat areas, Pods, forums, communities, personal information, calendars, and/or other message or communication facilities designed to enable you to collaborate with staff members or other users in your School (collectively, "Communication Services"), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- Copy, reproduce, or otherwise share any text, photos, videos, images, contacts or any other information on a public or password-protected BluPods page, without prior express written consent of the owner and in any way that violates anybody's rights.
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.

- Advertise or offer to sell or buy any goods or services for any business purpose, unless your School specifically allows such messages.
- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Violate any code of conduct or other guidelines that may be applicable for any particular Communication Service.
- Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- Violate any applicable laws or regulations.

Actionaly has no obligation to monitor the Communication Services. However, Actionaly reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. BluPods reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

Actionaly specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. School members such as principal or teachers are not authorized Actionaly spokespersons, and their views do not necessarily reflect those of Actionaly.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you download the materials.

Materials Provided to Actionaly or Posted at Any Actionaly Website

Actionaly does not claim ownership of the materials you provide to Actionaly (including feedback and suggestions) or post, upload, input or submit to any our services (collectively "Submissions"). You retain ownership of all of your Submissions. In order to provide you with the Services, Actionaly needs to use your Submission in certain ways including display and send your Submissions to other users at your School. You hereby grant Actionaly a nonexclusive, worldwide, royalty-free, perpetual, irrevocable, sublicensable and transferable (only to a successor) right and license to use your Submissions and to publish your name in connection with your Submissions within your School for purposes related to providing the Services.

Because your Submissions may be viewed or accessed by other Actionaly users at your School, you grant other Actionaly users a non-exclusive, worldwide, royalty -free, perpetual, irrevocable, sublicensable right and license to access, view, edit, and use your Submissions as may be permitted through the functionality of our services (for example, when you send a message through Actionaly, the recipients of your message will be able to save, copy, edit and store that message).

Blupods is under no obligation to post or use any Submission you may provide and may remove any Submission at any time for any reason (including, but not limited to, if we receive claims or allegations from individuals, companies or authorities relating to that Submission or if Actionaly is concerned that you may not have adhered to the foregoing restrictions) or no reason at all in BluPods Inc' sole discretion.

By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to post the Submissions.

All information publicly posted or privately transmitted through our services is the sole responsibility of the person from which such content originated and that Actionaly will not be liable for any errors or omissions in any content. Actionaly cannot guarantee the identity of any other users you may interact with in the course of using the Services. Additionally, Actionaly cannot guarantee the authenticity of any information which users may provide about

themselves. You acknowledge that all content accessed by you while using Actionaly is at your own risk and you will be solely responsible for any resulting damage or loss.

Links

Actionaly does not review or monitor any website linked to or from the Actionaly website and is not responsible for the content of any such linked website. Your linking to such website is at your own risk.

Electronic Signatures

Actionaly provides functionality that allows users to provide electronic signatures as an intended substitute for a physical signature. By using the Electronic Signature function, you agree to transact business electronically in place of using paper documents and wet-ink signatures. You are responsible for ensuring that your contact information is current. You understand that by using an Electronic Signature, you are expressing your acceptance of the terms of use contained within the post you are providing signature for. You should read any such posts carefully before applying your Electronic Signature. You agree that you are solely responsible for any such posts to which you apply your Electronic Signature and for any consequences and legal obligations arising therefrom.

While Actionaly may provide options for supporting identity verification, Actionaly does not have the capability to verify the identity or the authority of a signatory; you are solely responsible for verifying the identity of each signatory. Actionaly does not certify the validity, completeness, or enforceability of any post that requires Signature.

No Unlawful or Prohibited Use

As a condition of your use of our services, you warrant to Actionaly that you will not use our services for any purpose that is unlawful or prohibited by these terms of use. You may not use

our services in any manner which could damage, disable, overburden, or impair our services or systems, or interfere with any other party's use and enjoyment of our services.

Actionaly reserves the right to investigate use in order to determine whether or not a violation of the above conditions have occurred or in order to comply with any applicable law, regulation, legal process or governmental request. In the case that a violation has occurred, Actionaly may revoke your ability to use our services or terminate your account in order to maintain the confidentiality, safety, and quality of our services.

Availability

Our services are available worldwide to anyone with Internet access. However, our services may not be continuously available due to maintenance or repairs to computer problems or crashes, disruption in Internet service or other unforeseen circumstances, and we disclaim any liability for non-availability.

Warranty Disclaimer

Your use of our services and the Actionaly website is at your own risk. The Actionaly website contains information, facts, and opinions from various individuals and organizations. Neither Actionaly nor the schools using it, Actionaly affiliates, agents, and representatives endorse or are responsible for the accuracy or reliability of any opinion, advice, or statement on the Actionaly website.

Limitation of Liability

NEITHER ACTIONALY OR ANY OF THE SCHOOLS USING OUR SERVICES OR ANY OF BLUPODS INC SUBSIDIARIES, DIVISIONS, AFFILIATES, AGENTS, REPRESENTATIVES, OR LICENSORS SHALL BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSS OR INJURY OR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR SIMILAR DAMAGES ARISING OUT OF YOUR ACCESS OR USE OF , OR FROM MISSING

REMINDERS, OR YOUR INABILITY TO ACCESS OR USE, OUR SERVICES OR ANY MATERIALS, OPINIONS, OR RECOMMENDATIONS OF THIRD PARTIES ON OUR SERVICES, OR FOR ANY DATA LOSS IN OUR SERVICES. ALL INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. ACTIONALY AND/OR YOUR SCHOOL HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

Indemnity

You will indemnify and hold Actionaly, its parents, subsidiaries, affiliates, officers, and employees harmless (including, without limitation, from all damages, liabilities, settlements, costs and attorneys' fees) from any claim or demand made by any third party due to or arising out of your violation of these terms of use.

Deactivating your BluPods Account

You can deactivate your account at any time by writing to your School's administrator or by writing to us at support@actionaly.com. Your name and contact information may be put in an Alumni Database for the School to use. Please let us know if you wish to be removed completely from the Actionaly database.

Actionaly reserves the right to terminate (or suspend) your access to our services, for any reason, including your breach of these terms of use. Actionaly has the sole right to decide whether you are in violation of any of the restrictions set forth in these terms of use.