

Terms of Use for GradLinks

Welcome to GradLinks, the comprehensive platform designed to help Ohio students, parents, and educators navigate high school graduation requirements with confidence.

These Terms of Use ("Terms") govern your access to and use of the GradLinks platform, including our website at www.gradlinks.net, our mobile applications, and all related services (collectively, the "Service"). By accessing or using the Service, you agree to be bound by these Terms. If you are using the Service on behalf of an organization, you agree to these Terms on behalf of that organization.

If you do not agree to these Terms, please do not access or use the Service.

1. DEFINITIONS

1.1 **"Account"** means a unique account created for you or your organization to access our Service.

1.2 **"Content"** means any information, data, text, graphics, links, or other materials that are uploaded, downloaded, or otherwise accessible through the Service.

1.3 **"District"** means the Local Education Agency or school that has entered into a Subscription Agreement with GradLinks.

1.4 **"Student Data"** means any information that directly relates to an identifiable current or former student that is maintained by a District and provided to GradLinks, or collected, processed, or generated by GradLinks in connection with the Services.

1.5 **"User"** means any individual who accesses or uses the Service, including students, parents/guardians, educators, and District administrators.

2. ACCOUNTS AND REGISTRATION

2.1 **Account Creation.** To use certain features of the Service, you must create an Account or be assigned access by your District. When you create an Account, you must provide accurate and complete information.

2.2 **Account Responsibilities.** You are responsible for maintaining the confidentiality of your Account login information and for all activities that occur under your Account. You agree to notify GradLinks immediately of any unauthorized use of your Account or any other breach of security.

2.3 **Account Types.** The Service offers different types of accounts:

- Student accounts
- Parent/guardian accounts
- Educator accounts
- District administrator accounts
- Career center accounts
- Education service center (ESC) accounts

Each account type has different access levels and features as determined by your role and as configured by your District.

3. ACCESS AND USE OF THE SERVICE

3.1 License. Subject to these Terms, GradLinks grants you a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Service for educational purposes.

3.2 Use Restrictions. You agree not to:

- Use the Service in any way that violates any applicable law or regulation
- Use the Service for any illegal or unauthorized purpose
- Attempt to gain unauthorized access to any portion of the Service
- Interfere with or disrupt the integrity or performance of the Service
- Copy, modify, or create derivative works based on the Service
- Reverse engineer, decompile, or disassemble any aspect of the Service
- Access the Service to build a competitive product or service
- Use automated scripts to collect information from or interact with the Service
- Impersonate any person or entity or falsely state your affiliation with a person or entity

3.3 Service Changes. GradLinks reserves the right to modify, suspend, or discontinue the Service, temporarily or permanently, at any time, with or without notice. You agree that GradLinks will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Service.

4. CONTENT AND DATA

4.1 Student Data. All Student Data is owned and controlled by the District or the individual student/parent, as applicable under relevant laws. GradLinks processes Student Data on behalf of Districts pursuant to our Subscription Agreements and in compliance with applicable privacy laws.

4.2 Your Content. You retain all rights to any Content you submit, post, or display on or through the Service.

5. PRIVACY AND DATA SECURITY

5.1 Privacy Policy. Our Privacy Policy, available at www.gradlinks.net, describes how we collect, use, and share information about users of the Service. By using the Service, you consent to our collection, use, and sharing of information as described in our Privacy Policy.

5.2 Data Security. GradLinks implements and maintains reasonable administrative, technical, and physical safeguards designed to protect the security, confidentiality, and integrity of Student Data and other personal information processed through the Service.

5.3 FERPA Compliance. GradLinks complies with the Family Educational Rights and Privacy Act ("FERPA") and processes Student Data only as a "school official" with a "legitimate educational interest" as those terms are defined under FERPA and as designated in our Subscription Agreements with Districts.

6. THIRD-PARTY LINKS AND SERVICES

6.1 Third-Party Links. The Service may contain links to third-party websites, services, or resources that are not owned or controlled by GradLinks. GradLinks has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or services.

6.2 Third-Party Integrations. The Service may allow you to enable or log in via various online third-party services, such as social media platforms or district authentication systems. By enabling such integrations, you grant GradLinks permission to access and use information from these services as permitted by the terms of those services and your privacy settings.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 GradLinks Property. The Service and its original content, features, and functionality are and will remain the exclusive property of GradLinks and its licensors. The Service is protected by copyright, trademark, and other laws of the United States and other countries.

7.2 Feedback. If you provide feedback, ideas, or suggestions about the Service ("Feedback"), GradLinks is free to use such Feedback without any restriction or compensation to you.

7.3 Trademarks. The GradLinks name and logo are trademarks of GradLinks, and may not be used without the prior written consent of GradLinks.

8. DISCLAIMER OF WARRANTIES

8.1 "As Is" Basis. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. GRADLINKS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER

EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

8.2 No Guarantees. GradLinks makes no warranty that:

- The Service will meet your specific requirements
- The Service will be uninterrupted, timely, secure, or error-free
- The results that may be obtained from the use of the Service will be accurate or reliable
- Any errors in the Service will be corrected

8.3 Educational Information. While GradLinks strives to maintain accurate information regarding Ohio graduation requirements, we do not guarantee that all such information is complete or up-to-date. Districts remain responsible for verifying graduation eligibility of students.

9. LIMITATION OF LIABILITY

9.1 Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL GRADLINKS, ITS AFFILIATES, DIRECTORS, EMPLOYEES, OR LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THE SERVICE.

9.2 Maximum Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, GRADLINKS' TOTAL LIABILITY TO YOU FOR ANY DAMAGES SHALL NOT EXCEED THE AMOUNT PAID BY YOUR DISTRICT TO GRADLINKS DURING THE TWELVE (12) MONTHS PRIOR TO THE CLAIM OR ONE HUNDRED DOLLARS (\$100) IF NO SUCH PAYMENT HAS BEEN MADE.

9.3 Basis of the Bargain. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN GRADLINKS AND YOU.

10. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless GradLinks, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of the Service.

11. TERMINATION

11.1 Termination by You. You may stop using the Service at any time. If your access is provided through your District, you may need to contact your District administrator to terminate your account.

11.2 Termination by GradLinks. GradLinks may terminate or suspend your access to all or part of the Service, with or without notice, for any conduct that GradLinks, in its sole discretion, believes is in violation of these Terms or is harmful to the interests of another user, a third party, or GradLinks.

11.3 Effect of Termination. Upon termination, your right to use the Service will immediately cease. The following provisions survive termination: Intellectual Property Rights, Disclaimer of Warranties, Limitation of Liability, Indemnification, and General Legal Terms.

12. GENERAL LEGAL TERMS

12.1 Governing Law. These Terms and your use of the Service shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to any principles of conflicts of law.

12.2 Dispute Resolution. Any legal action or proceeding arising out of these Terms or the Service shall be brought exclusively in the state or federal courts located in Franklin County, Ohio, and you consent to the jurisdiction of such courts.

12.3 Entire Agreement. These Terms, together with the Privacy Policy, constitute the entire agreement between you and GradLinks regarding the Service and supersede all prior agreements and understandings.

12.4 Waiver and Severability. GradLinks' failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

12.5 Assignment. You may not assign or transfer these Terms, by operation of law or otherwise, without GradLinks' prior written consent. GradLinks may freely assign or transfer these Terms without restriction.

13. SPECIAL PROVISIONS FOR SPECIFIC USERS

13.1 Students. If you are a student user under the age of 18, you represent that you have your parent's or legal guardian's permission to use the Service. Please have them read these Terms with you. If you are a student user under the age of 13, your parent or legal guardian must consent to these Terms on your behalf.

13.2 Parents/Guardians. If you are a parent or legal guardian accessing the Service on behalf of your child, you agree to these Terms on behalf of yourself and your child. You are responsible for monitoring your child's use of the Service.

13.3 Educators and District Administrators. If you are an educator or District administrator, you may only use the Service in accordance with the Subscription Agreement between your District and GradLinks. You are responsible for using the Service in accordance with applicable education laws and regulations, including FERPA.

14. CHANGES TO THESE TERMS

14.1 Updates. GradLinks reserves the right to modify these Terms at any time. If we make material changes to these Terms, we will notify you by email or by posting a notice on our website prior to the changes becoming effective.

14.2 Continued Use. Your continued use of the Service after the effective date of any changes constitutes your acceptance of the modified Terms.

15. CONTACT

15.1 Support. If you have any questions regarding these Terms, please email us at info@gradlinks.net.