

Effective date: August 2025

Chalk General Terms of Use

PLEASE READ THROUGH THE WEBSITE TERMS OF USE CAREFULLY BEFORE USING THE SITE

PowerSchool Group LLC (“**PowerSchool**”) provides services (the “**Chalk**”) that allows teachers to build and plan units and lessons for students and to promote improved student outcomes. The Chalk Services are available through an Internet site located at the URL address of <https://www.powerschool.com/classroom/curriculum-and-instruction/> (“the Site”). References to “**us**,” “**we**,” “**our**,” or “**PowerSchool**” in these Terms of Use, are referring to PowerSchool Group LLC and its affiliates. References to “**you**,” “**your**” or “**User**” in this Terms of Use document is referring to the Teachers, unless mentioned specifically.

A. WHAT ARE TERMS OF USE?

This Terms of Use document (“**ToU**”) informs you of the rules for using the site and how PowerSchool collects and processes your personal data for Chalk. This general ToU is a general agreement between PowerSchool, licensor of Chalk and the User (“you” or “your”) who avail any services from Chalk.

Your use of this Site is subject to all terms and policies posted on this Site (including the Privacy Statement and Chalk Privacy Supplement) or separately agreed to by you (collectively referred to as “Terms of Use” or “ToU”). Any undefined terms used in this ToU shall refer to areas of this site with the same name. The ToU may be revised from time to time through an updated posting, and therefore you should check the ToU periodically. Revisions are immediately effective upon posting and your continued use of this Site following the posting of revisions to the ToU will indicate your acceptance of such revisions.

It is important to PowerSchool that this Site provides a helpful and reliable experience to Users. To protect our rights and yours, we have prepared these Terms of Use that apply to all visitors to this Site. If you have any questions concerning the ToU, please [Contact Us](#).

PowerSchool provides the services as a) a public site with free access under the name “Chalk” or “Planboard” and b) “Chalk Gold,” it is an optional, premium upgrade that helps you better personalize your planner and share it with others. PowerSchool assumes no liability for the quality and genuineness of the lesson and unit planner created by the Teachers in Chalk or Chalk Gold. Nor does PowerSchool monitor the lesson and unit plans created and/or shared by the Teachers.

B. CONSENT

1. BY USING OR ACCESSING THIS SITE OR UPLOADING OR DOWNLOADING INFORMATION TO AND FROM THIS SITE, YOU REPRESENT: AND GIVE YOUR CONSENT THAT:

- YOU HAVE READ AND UNDERSTOOD THE ToU AND THE PRIVACY STATEMENT INCLUDING THE PRIVACY SUPPLEMENT AND AGREE TO BE BOUND BY THEM;
 - YOU AGREE TO USE THIS SITE IN A MANNER CONSISTENT WITH ALL APPLICABLE LAWS AND REGULATIONS AND IN ACCORDANCE WITH THIS ToU;
 - YOU ARE A VALID PERSON MEETING AGE AND OTHER REQUIREMENTS FOR ENTERING INTO AN AGREEMENT.
2. BY USING OR ACCESSING THIS SITE OR UPLOADING OR DOWNLOADING INFORMATION TO AND FROM THIS SITE, YOU GRANT POWERSCHOOL TO YOUR VOLUNTARY CONSENT TO:
- SHARE YOUR DATA WITH OTHER TEACHERS WHEN YOU CHOOSE TO SHARE YOUR LESSON PLANS WITH OTHERS.
 - USE YOUR DATA WITHOUT ANY COMPENSATION TO YOU FOR PROCESSING THE DATA TO PROVIDE SERVICES TO YOU ON THE APPLICATION.
 - USE DATA AND INFORMATION YOU PROVIDE IN THE APPLICATION MAKE RELEVANT SUGGESTIONS AND RECOMMENDATION TO YOU.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. IF YOU DO NOT AGREE WITH ANY PART OF THE ToU OR THE PRIVACY STATEMENT INCLUDING THE CHALK PRIVACY SUPPLEMENT GOVERNING THIS SITE, YOU SHOULD NOT USE THIS SITE. WHEN YOU ACCESS ANY SERVICES OF CHALK OR CHALK GOLD YOU ARE BOUND BY ALL OF THE ToU WHICH ARE INTENDED TO BE FULLY EFFECTIVE AND BINDING.

A PRINTED VERSION OF THIS AGREEMENT AND ANY RELATED NOTICE GIVEN IN ELECTRONIC FORM SHALL BE ADMISSIBLE IN ANY JUDICIAL PROCEEDINGS TO THE SAME EXTENT AS ANY OTHER AGREEMENT ON PAPER OR PRINTED FORM. **BY CLICKING ON “I ACCEPT” OR ANY SUCH CONNOTATION TO THE ELECTRONIC AGREEMENT, YOU ACCEPT THAT YOU DIGITALLY GIVE YOUR COMPLETE AND UNEQUIVOCAL CONSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.**

In addition to these ToU these additional terms may also apply to you by use of the Site:

- Our [Global Privacy Statement](#), which sets out the terms on which PowerSchool processes any personal data that is collected by use of any PowerSchool products.
- Our Cookie Notice, which sets out information about the cookies on our Products and related sites.

C. TERMS AND CONDITIONS APPLICABLE TO TEACHERS

The User agrees to use the Services (Chalk and/or Chalk Gold) with lawful intentions and agrees to provide only truthful information whenever required. If any information provided by the User is found to be incorrect and deemed intentionally deceitful in nature, PowerSchool will not take any responsibility for the actions taken by other Teachers with whom the User have shared their lesson planners.

The User understands that PowerSchool does not influence or does not provide any suggestions to the User in creating their lesson planners. The User agrees not to hold

PowerSchool liable for the outcome of the lesson planner created on the application utilizing Chalk Services. The User undertakes to use Chalk for his/her own purposes.

The user undertakes to use Chalk for his/her own purposes. Using content from Chalk for derivative works with a commercial motive without prior written consent from PowerSchool is strictly prohibited.

Access

Access to some sections of this site is restricted based on whether the User has opted for Chalk or Chalk Gold. Usernames and passwords are personal to the registered User and may not be shared or transferred with any other party. Usernames and passwords must be kept confidential. It is advised that Users log out at the end of each session.

Registration

PowerSchool products may require you to be a registered User. At the time of registration and thereafter at all times you agree to provide accurate, true, and up-to-date and complete information.

User License

Users of this site (each a “User” and collectively, “Users”) are granted, subject to this ToU, a personal, non-exclusive, non-assignable, and non-transferable license to access and use this Site for personal, non-commercial use. Modification of any materials on this Site or use of the materials for any purpose other than as contemplated in these ToU is a violation of PowerSchool’s copyright and proprietary rights. Except for the lesson planner you create in your account under Chalk or Chalk Gold, or share with other Users, you may not reproduce, upload, post, transmit, download, or distribute any part of this site other than printing out or downloading the lesson planners for your own personal, non-commercial use, without written approval of PowerSchool.

Incorporation of Information on this Site

The descriptions of Chalk Services and terms set forth on other areas of this site, including, without limitation, areas relating to the registration of users hereof, are as set forth in such other areas and are expressly incorporated into these Terms of Use by reference.

Information Accuracy

The user has an obligation to provide true and correct information and always keep the data up to date. PowerSchool cannot guarantee the accuracy of lesson planners created by the Users and therefore cannot be held responsible for any incorrect information presented in the lesson planners being shared between the Users using the Chalk services. The information, software, products, and services published on this website may include inaccuracies or typographical errors. PowerSchool cannot be held responsible for complete information or flow not appearing due to faults in certain software, applications, or devices you may be using.

In case a person using the world wide web/internet receives spam or virus which includes a link to the site, PowerSchool should not be held responsible for the same. PowerSchool assumes no responsibility for such mail.

The User(s) shall not upload, post, transmit, publish, or distribute any material or information that is unlawful, or which may potentially be perceived as being harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, or racially, ethnically, or otherwise objectionable.

The User(s) agrees to indemnify PowerSchool for all losses incurred by Chalk or PowerSchool due to any false, distorted, manipulated, defamatory, vulgar, obscene, fraudulent, or misleading facts or otherwise objectionable averments made by the User on the site.

Payment Terms

This Section is only applicable to the Services for which the User is charged a fee – Chalk Gold.

The User is required to pay the fees for Chalk Gold at the time of subscription. PowerSchool will invoice the User annually for the fees in accordance with the order form. The invoice will be sent on or as soon as possible after the Billing Start Date.

The Users must pay all Fees in the currency specified on the invoice. All Fees are due within 30 days of the date of the invoice. Payments must be made using wire transfer or credit card via our payment gateway Stripe. The User is responsible for any Taxes and shall make all such Taxes payable to PowerSchool in respect of the Services. If PowerSchool is responsible to collect the taxes, PowerSchool will invoice the User for such taxes and User the pay such Taxes to PowerSchool along with the Fees. In the case where the User is exempt from payment of such Taxes, the User must timely provide PowerSchool with a valid exemption certificate for such Taxes.

PowerSchool may change the fees at any time. PowerSchool will provide the User at least 30 days' notice prior to making any changes to the Fees. Such changes will become effective at the start of User's next Order term after 30 days.

Content

PowerSchool does not guarantee the accuracy or completeness of any information or content. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

Security

You are responsible for maintaining the confidentiality of your username and password and are fully responsible for all activities that occur under your username and password. You agree to (a) immediately notify PowerSchool of any

unauthorized use of your username and password, or another User's username and password, or any other breach of security, and (b) ensure that you log out from use of this site under your username and password at the end of each session.

PowerSchool cannot and will not be liable for any loss or damage arising from your failure to comply with these Terms of Use. PowerSchool does not ask for the username and password from the Users, in any manner other than to log onto the website.

User

Submissions

As a User, you are responsible for your own communications and are responsible for the consequences of your posting. You must not, and by using this site you agree not to, do the following things:

- post material that is copyrighted, unless you are the copyright owner or have the permission of the copyright owner to post it; post material that reveals trade secrets, unless you own them or have the permission of the owner;
- post material that infringes on any other intellectual property rights of others or on the privacy or publicity rights of others;
- post material that is obscene, defamatory, threatening, harassing, abusive, hateful, or embarrassing to another User or any other person or entity;
- post a sexually explicit image or statement;
- post advertisements or solicitations of business, post chain letters or pyramid schemes;
- impersonate another person; or
- post material that contains viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines or engines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or information.

PowerSchool does not represent or guarantee the truthfulness, accuracy, or reliability of communications posted by Users or endorse any opinions expressed by Users. You acknowledge that any reliance on material posted by other Users will be at your own risk.

PowerSchool acts as a passive conduit for the online distribution and publication of user-submitted information and has no obligation to screen communications or information in advance and is not responsible for screening or monitoring material posted by Users. If notified by a User of communications which allegedly does not conform to these Terms of Use, PowerSchool may investigate the allegation and determine in good faith and its sole discretion whether to remove or request the removal of the communication. PowerSchool has no liability or responsibility to Users for performance or nonperformance of such activities.

Any hyperlinks, "hidden" keywords or any keywords that are irrelevant to the career guidance or are otherwise misleading contained in a career guidance are prohibited.

PowerSchool always welcomes suggestions and comments regarding this Site from Users. Any comments or suggestions submitted to this Site or PowerSchool, either online or offline, will become PowerSchool's property upon their submission and you shall not be entitled to any claim or compensation under any circumstances. This policy is intended to avoid the possibility of future misunderstandings when projects developed by PowerSchool might seem to others to be similar to their own submissions or comments.

Service Availability

The Chalk Services are available 24 hours per day, 7 days per week through an Internet site. However, PowerSchool reserves the right to temporarily restrict access to the Chalk Services in order to perform maintenance and system upgrades. PowerSchool has no obligation to notify the User prior to any system outages and cannot be held responsible for any inconveniences caused by the outage.

PowerSchool reserves the right to employ artificial intelligence to respond to queries, or to handle portions of the User interface.

Assignment

You grant PowerSchool the right to assign this agreement to its affiliate or in connection with a merger, acquisition, or sale with an intimation on the website or to you. Users cannot assign services to any other person without prior written confirmation of PowerSchool.

Unlawful Use

As a condition of your use of this Site, you warrant to PowerSchool that you will not use this Site for any purpose that is unlawful or prohibited by the ToU. You agree not to upload, post, transmit, publish, or distribute or use any material or information in this Site that is unlawful, or which may potentially be perceived as being harmful, threatening, or objectionable in any manner that could damage, disable, overburden, or impair this Site or interfere with any other party's use and enjoyment of this Site. You agree not to obtain or attempt to obtain through this Site any materials or information not intentionally made available to you through this Site.

Software License

Any software you download from this site will be governed by the terms of the User license agreement, if any, which accompanies or is included with the software. You may not install or use any software that is accompanied by or includes a license agreement unless you first agree to the terms of that license agreement. For any software not accompanied by a license agreement, we hereby grant to you, the User, a limited, personal, nontransferable, and nonexclusive

license to use the software for your own personal, non-commercial use, in accordance with these Terms of Use and for no other purpose.

Reverse Engineering Prohibited

You agree not to reverse engineer, duplicate, publish, modify, or otherwise distribute the materials on this Site unless specifically authorized in writing by PowerSchool to do so.

Retention policy

The personal data (Name and User id) provided by the User in the application is retained for as long as you maintain an active account in the application. Curriculum or lesson planner data is retained as long as the User does not modify or delete the data. When you delete your account within the application, all data associated with your account is permanently removed after 30 days of deletion of the account.

Please note that certain aggregated data may still be stored in our database for administrative purposes.

When a User shares the lesson planner with other Users within the application, the shared data may be downloaded by the respective Users and retained in their system even when such data is deleted by the User who shared the lesson planner.

Data Privacy

By accepting the Terms of Use (ToU) and accessing the site, you authorize PowerSchool to collect and process your data as necessary to deliver the product's services. PowerSchool guarantees that all data collection and processing activities comply with applicable laws and regulations. For detailed information on how PowerSchool safeguards your data privacy, please refer to our [Data Privacy Agreement for Publicly Accessible Services](#) (DPA).

User Restrictions

Users accessing Chalk services have the following restrictions:

- Modifications of any materials on this Site or use of the materials for any purpose other than as contemplated in this Site is a violation of PowerSchool's copyright and proprietary rights.
- Unless expressly allowed by Chalk, you may not reproduce, upload, post, transmit, download, or distribute any part of this site other than printing out or downloading portions of the text and images for your own personal, non-commercial use, without written approval of PowerSchool.
- You will not use this Site for any purpose that is unlawful or prohibited by this ToU.
- You agree not to upload, post, transmit, publish, or distribute or use any material or information in this Site that is unlawful, or which may potentially be perceived as being harmful, threatening, or objectionable in any manner

that could damage, disable, overburden, or impair this Site or interfere with any other party's use and enjoyment of this Site.

- You agree not to obtain or attempt to obtain through this Site any materials or information not intentionally made available to you through this Site.

Termination

PowerSchool reserves the right at any time, and from time to time, to modify or discontinue, temporarily or permanently, this Site or any of its services, or any part thereof, with or without notice. You agree that PowerSchool will not be liable to you or any third party for any modification, suspension, or discontinuation of this Site or any services, or any part thereof. Further, PowerSchool reserves the right to terminate your username and password and your use of this site or any of the services if PowerSchool believes that you have violated or acted inconsistently with this ToU or for any other reason. You agree that any termination of your access to this site or any services under any provision of this ToU may be affected with or without prior notice and acknowledge and agree that PowerSchool may immediately deactivate or delete your username and password and all related information and files under your username and password and/or bar any further access to this site or any services. Further, you agree that PowerSchool will not be liable to you or any third party for any termination of your access to this site or any of its services.

Links to Other Sites

The site does not provide any links to third parties on itself. However, the teachers have the option to include links to other websites in their textboxes. Because PowerSchool does not control such websites and resources, you acknowledge and agree that PowerSchool is not responsible or liable for the content, products or performance of such third-party websites and resources, and you hereby irrevocably waive any claim against PowerSchool with respect to such websites and resources. PowerSchool acts as a facilitator in such cases and may not have direct control over the third-party services. PowerSchool reserves the right to terminate any link at any time without notice. The inclusion of a link to such another website or resource does not constitute or imply endorsement, authorization, sponsorship, or affiliation by PowerSchool of that website or resource, or any products or services provided therein. The information practices of those websites are not covered by this Site's Privacy Policy or any other policies or terms applicable to this Site. We recommend that you review any terms of use and privacy policy of any linked third-party website before providing any information to that website or using its products and services. Domain names and trademarks of any linked website, and all content of such linked website, are the sole property of their respective owners. On using such third-party sites, agree or may be manually required to share your contact details viz. email address, phone number with such vendor.

PowerSchool will not be party to any legal proceedings between a User and a party contracted through the site. In case PowerSchool is implicated in any legal proceedings, costs will be recovered from the party that names PowerSchool.

PowerSchool, however, will abide with any court order served on it through due process.

Please note that this Site may also provide links to other sites (PowerSchool, partners, or third parties) brought to you by PowerSchool. The Terms of Use of other PowerSchool sites may vary from this Site. We recommend that you review the Privacy Statement, ToU that may apply to other PowerSchool sites if you should choose to use such sites.

Copyright and Trademark Notices

The entire content of this Site (excluding the Lesson and unit planners created by the teachers) and any supporting software are the proprietary property of PowerSchool and/or its licensors and are protected by United States and international copyright and other intellectual property laws. The reproduction, redistribution, modification, or publication of any part of this Site without the express written consent of PowerSchool and/or its licensors is strictly prohibited.

You agree not to display, disparage, dilute, or taint our trademarks or use any confusing similar marks or use our trademarks in such a way that would misrepresent the ownership of such marks. Any permitted use of our trademarks by you shall be to the benefit of PowerSchool.

All lessons and unit planners created by teachers within the application remain the property of their creators. PowerSchool does not and cannot claim ownership of these materials. If another teacher or User infringes upon a teacher's lesson or unit planner, the affected teacher has the right to sue in their own name. PowerSchool will not be involved in any legal proceedings between a teacher and the infringer. Should PowerSchool be implicated in any legal action, costs will be recovered from the party that names PowerSchool. However, PowerSchool will comply with any court orders served through due process.

Any suggestions received through 'contact us' shall become the property of PowerSchool without any obligation, and you shall not be entitled to any claim or compensation under any circumstances.

Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- YOUR USE OF THIS SITE IS AT YOUR OWN RISK. THIS SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. POWERSCHOOL 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.

POWERSCHOOL MAKES NO WARRANTY THAT:

- THIS SITE WILL MEET YOUR REQUIREMENTS,
- THIS SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE,

- THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THIS SITE WILL BE ACCURATE OR RELIABLE,
- THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THIS SITE WILL MEET YOUR EXPECTATIONS, AND
- ANY ERRORS OR DEFECTS IN THIS SITE WILL BE CORRECTED.
- ANY MATERIAL UPLOADED/DOWNLOADED OR OTHERWISE OBTAINED, FROM THIS SITE IS DONE AT YOUR OWN DISCRETION AND RISK; POWERSCHOOL SHALL NOT BE LIABLE, AND YOU WILL BE SOLELY RESPONSIBLE, FOR ANY AND ALL LOSS, OR CORRUPTION OF DATA UPLOADED OR INPUTTED BY YOU THROUGH THE USE OF THIS SITE, AND ALL SERVICING, REPAIR, OR CORRECTION AND ANY DAMAGE TO YOUR HARDWARE AND SOFTWARE THAT MAY RESULT FROM THE USE OF THIS SITE.

Limitation of Liability

This site is only a venue for Teachers to prepare their curriculum and lesson planners for the students. PowerSchool is not involved in the preparation of curriculum and lesson planners of the Teachers. You assume all risks associated with dealing with other Users or sharing your lesson planners with other Users through the site and PowerSchool in no event can be held liable for any direct, indirect, incidental, consequential, special, exemplary, punitive, or any other monetary or other damages, fees, fines, penalties, or liabilities arising out of such dealings or contacts a User have using this site.

As User authentication on the Internet is difficult, PowerSchool cannot and does not confirm that each User is who they claim to be. Because PowerSchool does not and cannot be involved in User-to-User dealings or control the behavior of participants on the site, in the event that you have a dispute with one or more Users, you release PowerSchool (and our agents and employees) from claims, demands and damages (actual and consequential, direct and indirect) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

If you are a California resident, you waive California Civil Code § 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

PowerSchool is under no legal obligation to, and does not, control the information provided by other Users which is made available through this site. By its very nature, other people's information may be offensive, harmful, or inaccurate, and in some cases will be mislabeled or deceptively labeled.

PowerSchool expects that you will use caution and common sense when using this site.

You acknowledge and agree that you are solely responsible for the form, content and accuracy of any information placed by you on this site.

IN NO EVENT SHALL POWERSCHOOL, OUR AFFILIATES, AND/OUR RESPECTIVE SUPPLIERS AND LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE OR DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THIS SITE OR WITH THE DELAY OR INABILITY TO USE THIS SITE, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES OBTAINED THROUGH THIS SITE, OR OTHERWISE ARISING OUT OF THE USE OF THIS SITE, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF ANY OF POWERSCHOOL, OUR AFFILIATES, AND/OR OUR RESPECTIVE SUPPLIERS AND LICENSORS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT WILL THE AGGREGATE LIABILITY OF POWERSCHOOL, OUR AFFILIATES, AND OUR RESPECTIVE SUPPLIERS AND LICENSORS FOR ANY DAMAGES ARISING OUT OF OR RELATED TO ANY DEFAULT HEREUNDER, REGARDLESS OF THE FORM OF THE ACTION, EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY YOU FOR USE OF THIS SITE.

Indemnification

You agree to indemnify and hold PowerSchool and its subsidiaries, affiliates, officers, agents, directors, licensors, contractors, and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of this Site, your connection to this Site, your violation of these Terms of Use, or your violation of any rights of another User.

General

This Terms of Use and the Privacy Statement constitute the entire agreement between you and PowerSchool and shall govern your use of this Site and supersede any prior agreements between you and PowerSchool concerning this Site. You also may be subject to additional terms and conditions that may apply when you use affiliated services, third-party content, or third-party software. These Terms of Use and the relationship between you and PowerSchool will be governed by the laws of the State of California without regard to its conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed.

The failure of PowerSchool to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Use remain in full force and effect. You agree that

regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of this site or these Terms of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred. You agree that no joint venture, partnership, employment, or agency relationship exists between you and PowerSchool or any of our affiliates or suppliers as a result of this agreement or use of this site. PowerSchool may send email notification of recent events of interest to our visitors. You may opt out of these email notifications by contacting us through our e-mail address at support@powerschool.com. PowerSchool reserves the right to contact you via email to notify you of important system changes.

Any rights not expressly granted herein are reserved.

Please report any violations of these Terms of Use to [Data Subject Access Form](#).

Digital Millennium Copyright Act Compliance

If you have any copyright concerns about any materials posted on this Site or through the Services by others, please let us know. We comply with the provisions of the Digital Millennium Copyright Act (“DMCA”) applicable to Internet service providers (17 U.S.C. § 512). Unless otherwise stated in any specific DMCA designation provided by PowerSchool, please provide us with written notice (“Notice”) by contact using our Designated Agent at the following address:

DMCA Designated Agent
PowerSchool Group LLC
150 Parkshore Dr
Folsom, CA 95630
email: support@powerschool.com

To be effective, the Notice must include the following:

- A physical or electronic signature of the owner, or a person authorized to act on behalf of the owner, (“Complaining Party”) of an exclusive right that is allegedly being infringed upon;
- Information reasonably sufficient to permit PowerSchool to contact the Complaining Party, such as an address, telephone number, and if available, an electronic mail address;
- Identification of the allegedly infringing material on the PowerSchool Site (“Infringing Material”), and information reasonably sufficient to permit PowerSchool to locate such material on the PowerSchool Site;
- Identification of the copyrighted work claimed to have been infringed upon (“Infringed Material”), or if multiple copyrighted works at a single PowerSchool Site are covered by a single Notice, a list of each copyrighted work claimed to have been infringed (please be specific as to which Infringing Material is infringing on which Infringed Material);
- A statement that the Complaining Party has a good faith belief that use of Infringing Material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

- A statement that the information in the Notice is accurate, and under penalty of perjury, that the Complaining Party is the owner or is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Violations

Please [Contact Us](#) to report any violations of the ToU.

PowerSchool Group LLC.