

Clever Terms of Service

Updated: July 30, 2014

Thank you for using Clever. These terms of service (the "Terms") govern School's access to and use of Clever Inc. ("Clever") websites and services (the "Services"), so please carefully read them before using the Services.

By agreeing to these Terms, School authorizes Clever to access School's Student Information System (the "SIS") or receive SIS data via Secure File Transfer Protocol ("SFTP") for the purpose of allowing Clever or authorized third parties to provide you software integration. The term "Student Information System ("SIS") includes "education records" as defined in the Family Educational Rights and Privacy Act ("FERPA") 20 U.S.C. § 1232g.

ACCESS

School authorizes Clever to access student information, and shall facilitate a means for Clever to access the information in its SIS. Clever shall access student information for the purposes of providing software integration, an outsourced institutional function pursuant to FERPA 34 CFR Part 99.31(a)(1).

THIRD PARTY ACCESS

School may designate third parties who are authorized to securely access its student information via the Clever Application Programming Interface (the "API"). Clever shall not redisclose student information to third parties unless explicitly authorized by School. School may, at any time, revoke any third party's access to student information by providing written notice to Clever.

CONFIDENTIALITY

Clever agrees to deem all student information provided to it by School from the SIS as confidential and not to be shared with third parties without written authorization.

Further, Clever agrees to comply with applicable provisions of the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g. Clever's security practices can be found at: <http://assets.clever.com/documents/clever-security.pdf>

TERMINATION

School may, at any time, terminate relationship with Clever by providing written notice. Within 72 hours of receipt of notice of termination, Clever shall cease accessing the School's SIS and destroy any stored student information.

CHILDREN'S DATA

The Children's Online Privacy and Protection Act ("COPPA") requires that online service providers obtain clear and verifiable parental consent before collecting personal information from children under 13. School represents and warrants that it has the authority to provide consent on behalf of parents for Clever to collect information from students before allowing children under 13 to access our Service. We recommend that School provides appropriate disclosures to students and parents regarding School's use of service providers such as Clever and that School provide a copy of our Privacy Policy to parents and guardians.

MODIFICATIONS

Clever reserves the right to modify these Terms at any time without notice, but the most current version of the Terms will always be available on its website. If School finds the Terms unacceptable at any time, School may discontinue its use of the Services. By continuing to use the Services, including accessing Clever's website, after the date of any change to these Terms, School agrees to be bound by the rules contained in the most recent version of these Terms.

DISCLAIMER OF WARRANTIES

THE SERVICES, AND ALL MATERIALS, INFORMATION, AND SERVICES INCLUDED IN THE CLEVER SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH NO WARRANTIES WHATSOEVER. CLEVER INC. AND ITS LICENSORS EXPRESSLY DISCLAIM TO THE FULLEST EXTENT PERMITTED BY LAW ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. CLEVER INC. AND ITS LICENSORS DISCLAIM ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE SERVICES. CLEVER INC. DOES NOT WARRANT THAT (I) THE SERVICES WILL MEET SCHOOL'S SPECIFIC REQUIREMENTS, (II) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY SCHOOL THROUGH THE SERVICES WILL MEET SCHOOL'S EXPECTATIONS, AND (V) ANY ERRORS IN THE CLEVER SITE WILL BE CORRECTED. CLEVER INC. AND ITS LICENSORS DISCLAIM, ANY WARRANTIES FOR ANY INFORMATION, CONTENT OR ADVICE OBTAINED THROUGH THE SERVICES. CLEVER INC. AND ITS LICENSORS DISCLAIM ANY WARRANTIES FOR SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE CLEVER INC. SERVICES OR RECEIVED THROUGH ANY LINKS PROVIDED BY THE CLEVER SITE.

LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL CLEVER INC. OR ITS LICENSORS BE LIABLE TO SCHOOL ON ACCOUNT OF MISUSE OF OR RELIANCE ON THE

SERVICES OR CLEVER SITE ARISING FROM ANY CLAIM RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF. SUCH LIMITATION OF LIABILITY SHALL APPLY TO PREVENT RECOVERY OF DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, AND PUNITIVE DAMAGES WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE. SUCH LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND RELIANCE ON THE SERVICES OR CLEVER SITE, FROM INABILITY TO USE THE SERVICES OR CLEVER SITE, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE SERVICES OR CLEVER SITE (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES).

THIS LIMITATION SHALL ALSO APPLY, WITHOUT LIMITATION, TO THE COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, OR LOST DATA. SUCH LIMITATION SHALL FURTHER APPLY WITH RESPECT TO THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES OR CLEVER SITE OR ANY INFORMATION OR MERCHANDISE THAT APPEARS ON, OR IS LINKED OR RELATED IN ANY WAY TO, THE CLEVER INC. SERVICES. SUCH LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED BY LAW.

ABOUT THESE TERMS

These Terms control the relationship between Clever and School. They do not create any third party beneficiary rights. If School does not comply with these Terms, and Clever does not take action right away, this does not mean that Clever is giving up any rights that Clever may have, such as taking action in the future.

If a provision in these Terms is found unenforceable, the remaining provisions of these Terms will remain in full effect and an enforceable term will be substituted reflecting the original intent as closely as possible.

The laws of California, U.S.A., excluding California's conflict of laws rules, will apply to any disputes arising out of or relating to these Terms or the Services. All claims arising out of or relating to these Terms or the Services will be handled exclusively in the federal or state courts of San Francisco County, CA and School and Clever consent to venue and personal jurisdiction in those courts.

For information about how to contact Clever, please visit Clever's [contact page](#).

<https://clever.com/about/terms>