



Purpose Project Terms and Conditions of Use

These Purpose Project Terms and Conditions of Use (“TOU”) were last updated on September 27, 2020.

Riverdale Country School (“Riverdale”) owns and/or operates the internet site located at www.thepurposeproject.org (the “Site”) and the associated mobile application (the “App”). This TOU applies to your access to, and use of, the Site, the App, and features, sites and applications accessible through, or in connection with, the Site or the App (collectively, the “Services”). Certain parts of the Services, some of which may be provided by third parties, may be subject to additional terms and conditions as may be set forth in this TOU, on the Site or the App, or in connection with your use thereof, and your use of the Site, App and such Services constitutes your agreement to all applicable additional terms.

PLEASE READ THIS TOU CAREFULLY AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR RIGHTS, REMEDIES AND OBLIGATIONS. BY ACCESSING OR USING THE SITE, APP OR THE SERVICES, YOU ARE ENTERING INTO A LEGAL CONTRACT WITH RIVERDALE, THE TERMS OF WHICH GOVERN YOUR USE OF THE SITE, APP OR THE SERVICES. BY ACCESSING OR USING THE SERVICES, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS DESCRIBED HEREIN, THE PRIVACY POLICY AND ALL ADDITIONAL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THE SITE, APP OR THE SERVICES.

1. MODIFICATION OF TOU

Riverdale reserves the right to change or modify any of the terms and conditions contained in the TOU at any time and in its discretion. If Riverdale changes or modifies this TOU, Riverdale will post the changes to this TOU on the Site and will indicate at the top of this page the date this TOU was last revised. We may also choose to notify you of any material changes or modification to the TOU through your email address that you have used to register for the Services. Any changes or modification will be effective immediately upon posting of the revisions to the Site.

Your continued use of the Services following the posting of changes or modifications will constitute and confirm your agreement to and acceptance of such changes or modifications. It is your responsibility to regularly check the Site to determine if there have been changes to this TOU and to review such changes. If you do not agree to the amended TOU, please discontinue using the Services. Because our Services are evolving over time, we may change or discontinue all or any part of the Services at any time and without notice, at our sole discretion.

2. ELIGIBILITY

Students: Students who are under 13 years of age or the age of consent in their home country must not further access the Services. Students between the age of 14 and 18 may only use the Services in conjunction with and under the supervision of their parents or legal guardians.

(i) We request the following personal information to be provided from students to enable use of the Services: first and last name, and email address. This information becomes their login information (“Login Information”).

Teachers and school leaders: If you are a teacher, school leader, aide, or other similar personnel accessing the Services on behalf of a school, school district, or other similar educational institution (“Institution”), the following terms apply to you:

(i) You agree that you are acting on behalf of (or have permission from) your Institution to enter into this Agreement and use the Service as part of your curriculum.

(ii) You further understand and acknowledge that the Children’s Online Privacy Protection Act (“COPPA”) prohibits online service providers from knowingly collecting personally identifiable information from children under 13 years of age without consent, and you understand that children under the age of 13 must not use the Services. Riverdale will not knowingly provide access to or use of the Services to students under the age of 13 that you invite to the Services.

(iii) Only teachers and staff members who are current employees of the Institution may use the Services on the Institution’s behalf. Upon termination of a teacher or other staff member’s employment with the Institution, such individual must return and cease using all login details and student access he or she has in his or her possession. If at any time you learn a user of the Service claims to be affiliated with your Institution who is not, in fact, affiliated with your Institution, you will notify Riverdale immediately.

Parents: If you are a parent of a student who has been invited to create an account on the Services, then the following terms apply to you:

(i) If your child is under the age of 13 and has gained unauthorized access to our Services, please notify us. If you are the parent or legal guardian of a student who is 13 years of age or older and has created an account with Riverdale, you can email us to request more information at headofschool@riverdale.edu. Information collected from students (including personal information and information collected automatically) is never used or disclosed for third-party advertising or any kind of first – or third party behaviorally-targeted advertising, and personal information is never sold or rented to anyone, including marketers or advertisers.

3. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (“FERPA”)

Certain information that may be provided to Riverdale by teachers, school leaders, teacher aides, or other personnel at an Institution (“School Official”) that is directly related to a student and maintained by an Institution, may be considered an education record (“Education Record”) under the Family Educational Rights and Privacy Act (“FERPA”). Additionally, certain information provided to Riverdale by School Officials about a student, such as student name and grade level, may be considered directory information under FERPA (“Directory Information”) and thus not an Education Record. A school may not generally

disclose personally identifiable information for an eligible student's Education Records to a third party without written consent of the party and/or eligible student or without meeting one of the exemptions set forth in FERPA ("FERPA Exemption(s)"), including the exemption for Directory Information ("Directory Information Exemption") or disclose to School Officials with a legitimate educational interest ("School Official Exemption").

As a School Official or Institution providing Directory Information or any Education Record to Riverdale, you represent, warrant and covenant to Riverdale, as applicable, that your Institution has:

- (i) complied with the Directory Information Exemption, including, without limitation, informing parents and eligible students what information the Institution deems to be Directory Information and allowing parents and eligible students a reasonable amount of time to request that schools not disclose Directory Information about them; and/or
- (ii) complied with School Official Exemption, including, without limitation, informing parents in their annual notification of FERPA rights that the Institution defines "School Official" to include service providers and defines "legitimate educational interest" to include services such as the type provided by Riverdale; or
- (iii) obtained all necessary parental or eligible student written consent to share the Directory Information and Education Records with Riverdale, in each case, solely to enable Riverdale's operation of the Services.

Riverdale will never share Education Records with third parties except (i) as directed by a user (i.e., teacher sharing with another teacher or parent); or (ii) to our service providers that are necessary for Riverdale to provide the Services, as stated in our Privacy Policy. A list of our current essential service providers include: Heroku, Bluehost, Webflow, Forest, Mailchimp, MLab, Zendesk, Google Apps, Mixpanel, and Vimeo. Educational Records are never used or disclosed for third-party advertising or any kind of first or third-party behaviorally-targeted advertising to students or parents. Additionally, information collected directly from a student using the Services is never used or disclosed for third-party advertising, or any kind of first or third-party behaviorally-targeted advertising, and personal information collected from a student is never sold or rented to anyone. This section shall not be construed (i) to prohibit Riverdale from marketing or advertising directly to parents so long as marketing or advertising did not result from the use of Education Records to provide behaviorally targeted advertising or (ii) to limit the ability of Riverdale to use student information or Education Records for adaptive learning or customized student learning purposes.

Riverdale may use Education Records that have been de-identified for product development, research or other purposes ("De-Identified Data"). De-Identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, date of birth, demographic information, location information and school identity. Riverdale agrees not to attempt to re-identify the De-Identified Data and not to transfer the De-Identified Data to a third party unless that party agrees not to attempt re-identification.

4. GRANT AND RESTRICTIONS ON USE

The Services are owned and operated by Riverdale. The curriculum, features, visual interfaces, graphics, design, compilation, information, computer code, products, software (including any downloadable software) and all other elements of the Site, App and Services (the "Materials") are protected by copyright,

trade dress, author's rights, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. Except for any content submitted by you and other users of the Services, including without limitation any survey answers and feedback, ("Submitted Content"), all Materials contained on the Services are the copyrighted property of Riverdale, its subsidiaries or affiliated companies, or third-party licensors. All trademarks, service marks, and trade names are proprietary to Riverdale, its subsidiaries, affiliated companies, and/or third-party licensors. Riverdale claims all rights associated with unregistered trademarks, service marks, domain names, logos and company names. You may not use any trademark, service mark, domain name, logo, or company name of Riverdale or any third party without permission from the owner of the applicable trademark, service mark, domain name, logo or company name. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services or Materials.

Riverdale grants you a non-exclusive, revocable right to (i) install one copy of the App solely for your personal, non-commercial use for lawful purposes, on a mobile device that you own or control, and (ii) use the Services for their intended purposes provided that you do not sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the Materials.

Riverdale hereby grants you a limited license to use the Materials provided by Riverdale solely for your personal, non-commercial use. Nothing herein shall be construed as conferring in any manner, whether by implication, estoppel or otherwise, any title or ownership of, or exclusive use-rights to any intellectual property right in the Site, the App or any Materials.

The Services contain links to third-party websites, services and/or resources. We provide these links as a convenience and are not responsible for the content, products or services on or available from those websites or resources or links displayed on such sites. You acknowledge sole responsibility for and assume all risk arising from, your use of any third-party websites, services and/or resources and acknowledge such use is subject to any terms of use of those websites, services and/or resources.

While Riverdale endeavors to ensure that the Services are available at all times, Riverdale shall not be liable if, for any reason, the Services are unavailable at any time or for any period.

5. REGISTRATION AND YOUR INFORMATION

The Services enable you to participate with Riverdale and other users of the Services, as further described hereunder and in our Privacy Policy. You must login to participate in the Services.

You agree that you won't disclose your account password to anyone and you will notify us immediately of any unauthorized use of your account. You are responsible for all activities that occur under your account, whether or not you know about them. Please refer to our Privacy Policy for information on how we collect, use and disclose information from our users.

6. ACCEPTABLE USE POLICY

Users do not need to publicly disclose personally identifiable information to use the Services and Riverdale advises against such. We do not want to receive through the Site or App any confidential or proprietary information or materials otherwise subject to use restrictions.

You are prohibited from posting or transmitting any “sensitive” personally identifiable information over the Site or App, which may include, but not be limited to, any information about yourself or another person that may relate to health or medical conditions, social security numbers or national identifiers, credit card, bank account or other financial information, other information concerning trade union membership, sex life, political opinions, criminal charges or convictions, religious or philosophical beliefs, racial or ethnic origin, or other sensitive matters.

You are also prohibited from:

- using the Site or App to send or post harassing, abusive, or threatening messages;
- transmitting through the Site or App any information, data, text, files, links, images, software, or other materials that Riverdale considers to be unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, pornographic, hateful, racially, ethnically or otherwise objectionable or which threatens our relationships with our users, partners, customers or suppliers;
- attempting to conceal or misrepresent the identity of the sender, user or person submitting the information, or impersonate any individual (real names, email addresses and other information must be used);
- disrupting the normal flow of the Site or App, including any dialogue on the Site or App or otherwise acting in a manner that negatively affects other users; or posting any unsolicited chain letters, advertising, promotional materials, contests, or any other commercial or non-commercial solicitations;
- sending spam or other direct marketing communications or posting, transmitting or linking to any unsolicited advertising, promotional materials, or any other forms of solicitation or commercial content;
- intentionally or unintentionally performing or promoting any activity that would violate any applicable local, state, national or international law, including but not limited to any regulations having the force of law while using or accessing the Site or App;
- posting or transmitting executable programming of any kind, including viruses, spyware, trojan horses, easter eggs, or any other form of computer programming; and
- using the Site or App in such a way that damages the image or rights of Riverdale, other users, or third parties, including posted Submitted Content that breaches the copyright (or other proprietary rights) of third parties.

If you are using the Site on a public computer or are otherwise using a computer to which multiple people have potential access, you agree to follow good practice and ensure that you are sufficiently disconnected and logged off the Site and the computer system you are using to prevent unauthorized contributions of Submitted Content.

Although we are not obligated to monitor access to or use of the Services or Materials or to review or edit any Submitted Content, we have the right to do so for the purpose of operating the Services, to ensure compliance with this TOU, or to comply with applicable law or other legal requirements. We reserve the right, but are not obligated, to remove or disable access to any Submitted Content, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider any Submitted Content to be objectionable or in violation of this TOU including this acceptable use policy. We have the right to investigate violations of this TOU or conduct that affects the Services. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

If we notice any Submitted Content that we deem in our discretion to be a danger to a user or a third party, we may take steps such as reporting such content to the relevant school officials or authorities. Riverdale is under no obligation to monitor or screen Submitted Content or other information provided by users and is under no obligation to take any action based on such content.

In addition to the acceptable uses outlined above, you also agree to comply with any Acceptable Use Policy that your Institution has in place.

7. USER PARTICIPATION

Your use of and contributions to the Services are entirely voluntary, non-confidential and gratuitous. By making any Submitted Content available through the Services, you hereby grant to Riverdale and our designees a non-exclusive, irrevocable, transferable, sublicensable, worldwide, royalty-free license to use, copy, modify, create derivative works based upon, distribute, publicly display, publicly perform and distribute your Submitted Content in connection with operating and providing the Services and Materials to you and to other users. You also grant Riverdale the right to use and disclose metrics and analytics regarding Submitted Content in an aggregate or other non-personally identifiable manner (including for use in improving our Services or in business development purposes. Administrators and teachers You may also have the opportunity to export your Submitted Content outside of the Site and App; your doing so will be entirely at your own risk, for which Riverdale shall not be liable.

You are solely responsible for all of your Submitted Content. You represent and warrant that: (i) you are the owner of all of your Submitted Content, (ii) you have all legal right and authority to (a) submit and post the Submitted Content to the Services and (b) grant Riverdale and other users the license and rights to review and comment on your Submitted Content, (iii) your Submitted Content represents your own original work, (iv) all necessary licenses, permissions, releases and consents required (including without limitation, privacy releases and/or publicity releases necessary for the Submitted Content depicting people, products, businesses or other content) have been obtained for you to submit the Submitted Content and grant the rights and licenses contained herein, and (v) your Submitted Content will not infringe upon any other individual's or entity's rights, or result in any violation of any applicable law or regulation. You agree to defend, indemnify and hold Riverdale harmless from any damages, losses, costs or expenses, including attorneys' fees, that Riverdale may incur as a result of your Submitted Content or your violation of this TOU.

8. DIGITAL MILLENNIUM COPYRIGHT ACT ("DMCA") PROCEDURE

Infringement Notification Procedures

It is Riverdale's policy to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act ("DMCA"). In addition, Riverdale will promptly terminate without notice the accounts of users that are determined by Riverdale to be "repeat infringers." A repeat infringer is a user who has been notified by Riverdale of infringing activity violations more than twice and/or who has had Submitted Content removed from the Site or App more than twice.

To file a copyright infringement notification with us, you will need to send a written communication that sets forth the items specified below (please consult your legal counsel or see Section 512(c)(3) of the DMCA to confirm these requirements):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material. Providing URLs in the notice is the best way to help us locate content quickly.
- Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an email address at which the complaining party may be contacted.
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law (for example, “I am under the good faith belief that the use of the copyrighted content that is identified herein is not authorized by the copyright owner, its agent, or the law.”).
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed (for example, “I swear, under penalty of perjury, that the information in this notification is accurate and that I am the copyright owner, or authorized to act on behalf of the copyright owner, of the copyright(s) that is (are) allegedly infringed by the aforementioned content.”).

To expedite our ability to process your request, such written notice should be sent to our designated copyright agent via email at headofschool@riverdale.edu or via regular mail to the following address:

Dominic AA Randolph, Head of School

5250 Fieldston Road

Bronx, NY 10471

For clarity, only DMCA notices should go to the **Riverdale** designated copyright agent. Any other feedback, comments, requests for technical support or other communications should be directed to Riverdale through headofschool@riverdale.edu. You acknowledge that if you fail to comply with all of the requirements of this section, your DMCA notice may not be valid.

Please note that under Section 512(f) of the DMCA, any person who materially misrepresents that material or activity is infringing may be subject to liability for damages (including costs and attorneys’ fees).

Please also note that the information provided in this legal notice may be forwarded to the person who provided the allegedly infringing content.

Counter-Notification Procedures

The process for counter-notifications is governed by Section 512(g)(3) of the DMCA.

To file a counter notification with us, you will need to send a written communication that sets forth the

items specified below (please consult your legal counsel or see Section 512(g)(3) of the DMCA to confirm these requirements):

- A physical or electronic signature of the user.
- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled. Providing the specific URL(s) of the material that Riverdale has removed or to which Riverdale has disabled access is the best way to help us locate content quickly.
- Your full name, address, telephone number, and email address, and the username of your Riverdale account.
- A statement that you consent to the jurisdiction of Federal District Court for the judicial district in which your address is located (or any judicial district in which Riverdale may be found if your address is outside of the United States), and that you will accept service of process from the person who provided notification under subsection (c)(1)(C) or an agent of such person.
- A statement under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled (for example, “I swear, under penalty of perjury, that I have a good faith believe that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled.”).

Send the written communication to our designated copyright agent via email at headofschool@riverdale.edu or via regular mail to the following address:

Dominic AA Randolph, Head of School

5250 Fieldston Road

Bronx, NY 10471

Please note that under Section 512(f) of the DMCA, any person who materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability. Accordingly, if you are not sure whether certain material infringes the rights of others, we suggest you consult your legal counsel.

What happens next?

After we receive your counter-notification, we will forward it to the party who submitted the original claim of copyright infringement. Please note that when we forward the counter-notification, it includes your personal information. By submitting a counter-notification, you consent to having your information revealed in this way.

After we send out the counter-notification, the claimant must then notify us within 10 days that he or she has filed an action seeking a court order to restrain you from engaging in infringing activity relating to the material on the Site or the App. If we receive such notification we will be unable to restore the material. If we do not receive such notification, we may reinstate the material.

DISCLAIMER: WE ARE NOT YOUR ATTORNEYS, AND THE INFORMATION PRESENTED HERE IS NOT LEGAL ADVICE. WE PRESENT THIS INFORMATION FOR INFORMATIONAL PURPOSES ONLY.

9. TERMINATION

We may terminate your access to and use of the Services, at our sole discretion, at any time and without notice to you. You may request cancellation of your account at any time by sending an email to us at headofschool@riverdale.edu.

Upon any termination, discontinuation or cancellation of Services or your account, all provisions of this TOU which by their nature should survive will survive, including without limitation, ownership provisions, warranty disclaimers, limitations of liability, and dispute resolution provisions.

10. DISCLAIMER

The Materials and information on the Site and App may include technical inaccuracies or typographical errors. Riverdale may make changes or improvements at any time without notice. The Materials, information and Services on the Site and App are provided “as is” without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by applicable law, Riverdale provides the Site and App on the basis that Riverdale excludes all representations, warranties, conditions and other terms (including without limitation, the conditions implied by law of satisfactory quality, fitness for a particular purpose, efficacy and the use of reasonable care and skill) which but for this TOU might have effect in relation to the Site and App.

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SERVICES.

YOU UNDERSTAND THAT Riverdale DOES NOT WARRANT OR GUARANTEE ANY RESULTS OR OUTCOMES FROM YOUR USE OF THE SITE, MATERIALS OR APP. YOU UNDERSTAND THAT Riverdale DOES NOT SCREEN OR INQUIRE INTO THE BACKGROUND OF ANY USERS OF THE SERVICES, NOR DOES Riverdale MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE SERVICES. Riverdale MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF THE SERVICES OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE USERS OF THE SERVICES. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SERVICES, PARTICULARLY IF YOU DECIDE TO MEET OFFLINE OR IN PERSON.

11. LIABILITY

To the maximum extent permitted by applicable law, Riverdale and its trustees, administrators, employees, or agents exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damage or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damage arising from or connected in any way to business interruption and whether in tort (including without limitation negligence, contract or otherwise)) in connection with the Services in any way or in

connection with the use, inability to use, or the results of use of the Services, any websites linked to the Services, or the Material, including but not limited to loss or damage due to viruses that affect your computer equipment, devices, software, data or other property on account of your access to, use of or browsing the Sites and App, uploading Submitted Content, or your accessing or using any Submitted Content or Materials from the Site or App or any website linked to the Site or App.

IN NO EVENT WILL Riverdale's TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS TOU OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR MATERIALS EXCEED THE GREATER OF THE AMOUNTS YOU HAVE PAID TO Riverdale FOR USE OF THE AFFECTED SERVICES AND ONE THOUSAND DOLLARS (\$1,000.00). THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN Riverdale AND YOU.

Nothing in this TOU shall exclude or limit Riverdale's liability for (i) fraud, willful misconduct or gross negligence; (ii) death or personal injury caused by Riverdale's negligence; or (iii) any liability which cannot be excluded or limited by law.

12. GOVERNING LAW AND JURISDICTION

This TOU and the [Privacy Policy](#) are governed by and shall be construed in accordance with the laws of the State of New York, USA, excluding the application of its conflict of law rules. You agree that any dispute arising out of or relating to the Site, App, Services, or Materials, may only be brought by you in a state or federal court located in New York City.

YOU HEREBY WAIVE ANY OBJECTION TO THIS VENUE AS INCONVENIENT OR INAPPROPRIATE, AND AGREE TO EXCLUSIVE JURISDICTION AND VENUE IN NEW YORK.

13. GENERAL PROVISIONS

This TOU, the [Privacy Policy](#), and the DMCA Procedure, constitutes the entire and exclusive understanding and agreement between Riverdale and you regarding the Services and Materials, and this TOU supersedes and replaces any and all prior oral or written understandings or agreements between Riverdale and you regarding the same. If for any reason a court of competent jurisdiction finds any provision of this TOU invalid or unenforceable, such provision will be deemed omitted and the other provisions of this TOU will remain in full force and effect.

You may not assign or transfer this TOU, by operation of law or otherwise, without Riverdale's prior written consent. Any attempt by you to assign or transfer this TOU, without such consent, will be null and of no effect. Riverdale may freely assign or transfer this TOU without restriction. Subject to the foregoing, this TOU will bind and inure to the benefit of the parties, their successors and permitted assigns.

Any notices or other communications provided by Riverdale under this TOU, including those regarding modifications to this TOU, will be given: (i) by Riverdale via email; or (ii) by posting to the Services. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted.

Riverdale's failure to enforce any right or provision of this TOU will not be considered a waiver of those rights. The waiver of any such right or provision will be effective only if in writing and signed by a duly

authorized representative of Riverdale. Except as expressly set forth in this TOU, the exercise by either party of any of its remedies under this TOU will be without prejudice to its other remedies under this TOU or otherwise.

14. CONTACT INFORMATION

If you have any questions about this TOU or the Services, please contact Riverdale at headofschool@riverdale.edu.