

Mailing Address

ManageBac Inc.
548 Market St. #40438
San Francisco, CA 94104

Shawn Marshall
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Riverside, California 92503
United States

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Dear Shawn Marshall,
Thank you for your interest in ManageBac. Please find below a formal quotation.

Recurring Services	Students	Annual Fee (USD)
Diploma Programme Pro	300	\$6,000.00
Recurring Services Subtotal		\$6,000.00

Email

sales@managebac.com

Total Annual Recurring Fee **\$6,000.00**

Tax ID Information

20-8964233

The annual fee is all-inclusive and covers the software service, hosting and online training. There are no other charges. This quotation is valid through October 30, 2020.

Payment Method

Check, Purchase Order (P.O.),
Bank Transfer or Credit Card

Sincerely yours,
Stephen Worden

August 31, 2020

Terms of Service

ManageBac.com is a website made available by ManageBac LLC.

All services and facilities provided through it are provided subject to the following terms and conditions. The Terms of Service, Terms of Use, Privacy Policy, COPPA Disclosure, Service Level Agreement and EU-US Privacy Shield notice and other documents published on the <https://managebac.com/terms> page on each of the Websites (the “**Terms and Policies**”) govern your use of each website. We limit our liability to you in our Disclaimer at paragraph 1.5 and elsewhere below.

A copy of the Terms & Policies is available for download [here](#).

1. Preliminary

1.1 Definitions

ManageBac LLC 548 Market St. #40438, San Francisco, CA 94104 USA and its subsidiaries, affiliates, successors or assigns “ManageBac”, “we,” “us,” or “our,” the operators of the Website.

“**IB Student Registry**” refers to the service provided by the International Baccalaureate at <http://registry.ibo.org> to connect to and share information between students enrolled in International Baccalaureate accredited schools and accredited colleges and universities.

“**Member**” refers to an individual authorised to use the Website and/or the Service by a School, whether a member of staff of a School, a Parent, or a Student.

“**Membership**” means an individual’s licence to access our service and associated login information (such as a login email and password), as authorised.

“**Parent**” means a parent or legal guardian of a student as the case may be. “Parental” shall be interpreted accordingly.

“**Service**” refers to the services provided through any of our Websites.

“**School**” refers to a school, school district, or institution, which are primary account subscribers to the Service.

“**Student**” means a student invited to use the Service by a School.

“**Websites**” means our websites at managebac.com, openapply.com, onatlas.com, rubiconatlas.org, schools buddy.net, the SchoolsBuddy iOS app, the SchoolsBuddy android app, SchoolsBuddy Asia (iOS and Android), clubs buddy.net, and comms buddy.net. Use of the term “Website” below means the one or more of our Websites, those which you are a Member, and/or use and access.

1.2 Terms. These Terms of Service should be read as a whole with the other Terms and Policies, and provide the exclusive terms of the relationship between ManageBac and (1) Schools, (2) Members, (3) Students other users of the Website, and (4) any other users. With the exception of a valid signed written agreement between a School and ManageBac, nothing outside the terms published in our Terms and Policies shall constitute part of any agreement between ManageBac and you relating to your use of the Service. Any previous version of these Terms and Policies is superseded by these Terms and Policies. These Terms and Policies govern any Scope of Services Agreement signed between the School and ManageBac.

1.3 Subject to Change. We reserve the right to update and change our Terms of Service on 14 days’ notice. Any new features that augment, enhance, or change the current Service, including the release of new tools and resources, shall be subject to our Terms of Service. Continued use of the Service after any such changes shall constitute consent to such changes. Our current version of the Terms of Service is available at the Terms and Policies page of our respective Websites.

1.4 Violations. Violation of any of these terms by you may result in the termination of (1) your account and/or denial of your ability to access the Websites without notice, and/or (2) the account of the School on 14 days’ notice in writing. ManageBac reserves the right to bar use of the Service by any person or entity that has violated the Terms of Service at any time.

1.5 Disclaimers. To the full extent permitted by law, you agree to use the Service on an “as is” basis and understand that ManageBac is not responsible for prohibiting or regulating in any way any information or data provided or transmitted by the Website (“**Content**”), or provided or transmitted by you or any other person. You confirm and agree that ManageBac shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses. This is regardless of whether ManageBac has been advised of the possibility of such damages, whether or not resulting from: (i) the use or the inability to use the Service; (ii) the unauthorized access to or alteration of your transmissions or data; (iii) statements or conduct of any third party on the Service; (iv) termination of your account; and/or (v) any other matter relating to the Service.

1.6 ManageBac does not warrant that the Service will meet your specific requirements or that the Service will be uninterrupted or error-free. We shall not be liable for and make no warranties in relation to the Website or its functionality, Content or capabilities of the Website, to the fullest extent that such liabilities can be excluded by law.

1.7 Content. We provide all information on our Website free of any access charge other than our charges to Schools. The information provided on our Website is provided on the basis that we accept no liability for any of the information published.

1.8 School and Parents shall:

i. Ensure that information contained in anything sent to ManageBac is accurate and does not breach any third parties’ rights including trade mark, database right, copyright or other intellectual property rights nor is libelous, obscene, menacing, threatening, bullying, offensive, abusive, fraudulent, pornographic, criminal nor infringes the rights of other people such as privacy rights or is in any way illegal or unlawful;

ii. Verify the accuracy of any information before sending it to us; and

iii. Ensure that information provided on the Website complies with all applicable laws and, by posting information, agrees to indemnify us in full on request and continue to indemnify us on request against any claim or liability arising in connection therewith.

1.9 ManageBac reserves the right to reject any information published to the Website without notice.

1.10 Any views expressed in messaging facilities after you login are not those of ManageBac.

1.11 We make no statement and provide no warranty that Content is accurate, up to date or complete and we accept no liability for any loss or damage caused by anything inaccurate or misleading which without limitation, may contain statistical data which may have inaccuracies or errors. If you find that information on the Website is not accurate, please inform your School in the first instance to have information corrected.

1.12 Nothing in these terms and conditions shall exclude or limit our liability for fraud, personal injury or death caused by our negligence, or for any other liability which cannot be excluded or limited under the laws of State of Delaware or under English law (as per clause 9.5 below). Other than the foregoing, all warranties, guarantees or benefits implied or provided by law are excluded to the fullest extent possible and with an absolute limitation of liability capped at the value of the School’s annual subscription fees.

1.13 If any agreements or arrangements are made by you with any third party as a result of your use of the Website, they are and remain entirely at your own risk.

1.14 Security. You will ensure at all times that (1) you do not share your designated password with any other person, (2) you maintain active and effective security measures to protect the integrity and security of your and our computer systems. You will be responsible for loss and damage suffered by us where any third party abuses the services using your login details and/or computing environment, including hardware and software.

1.15 Privacy. The privacy of information submitted to or transmitted through the service is governed by our Privacy Policy, which is published at each of our Websites. With regard to children under the age of thirteen (13), an additional COPPA Compliance Policy applies which is available at the same location.

a. The School is responsible for having and communicating a data privacy policy for parents and staff.

b. Any need for parental consent is obtained by the School

1.16 All disputes between the parties arising out of or relating to these terms or the breach, termination or validity thereof shall be referred by either party in writing, first to each party's representative. The representatives shall meet and attempt to resolve the dispute within a period of thirty (30) working days from the date of referral of the dispute to them.

2. Services

2.1 Each of our Websites describes the Services which are available. For more information please refer to the specific Website for details of the services available.

2.2 Generally speaking, our services revolve around providing Members with online access to School information such as curriculum details, assessments & tasks, academic records, assessment submission & deadline dates, and other information, as well as acting as a communications medium to facilitate interaction between Teachers, IB Coordinators, Administrators, and Members.

2.3 Administrators, IB Coordinators and Teachers employed by Schools determine the scope and nature of the information to make available to Students and Parents. Depending upon the preferences of the School and subject to the consent of Parents, students may be encouraged to make educational materials, results and grades available to third parties, such as Higher Education Institutions (i.e. Colleges & Universities) on one or more of the Websites. Schools administering the International Baccalaureate education programme have access to the information provided on the Service. Further details are available on the Websites.

2.4 No information is shared on the IB Student Registry in respect to a Student without express Parental Consent, as defined below. We operate an opt-in policy, which requires all Members to consent in advance to make information which identifies them (such as academic and extra-curricular achievements) available publicly on the International Baccalaureate Student Registry.

3. Account Terms: Child Online Privacy Protection Act Compliance

3.1 Informed Parental Consent. Before a Student of 13 years of age or less may use the Service or a School facilitates access to a Student (separately to a Parent), the Parent **MUST** provide a signed copy of the Form of Written Parental Consent ("**Parental Consent**") to the school.

3.2 The School is responsible at all times for obtaining Parental Consent, and is wholly responsible for verifying that a parent or legal guardian is properly identified, that the Parent has properly authorised a Student's access, and has in fact signed the Parental Consent, before signing up or causing to sign up any Student for an account.

3.3 The School must provide a copy of the signed Parental Consent to ManageBac within 7 days of a request made in writing.

3.4 Indemnification. To the maximum extent permitted by law, and in addition to any other indemnification mentioned in these Terms of Service, the School agrees to fully indemnify ManageBac on request and keep ManageBac indemnified on request with regard to any claim, if the suit involves claims arising directly or indirectly from failures to comply with this paragraph. The fact that a cause other than a failure to comply with the foregoing paragraph may have contributed to the harm alleged in such suit or proceeding will not in any way diminish the scope or force of this indemnification, even if such other cause is ManageBac's own failure or negligence.

4. Payment Terms

4.1 The Service is provided on an annual basis. Schools are invoiced in advance on an annual basis for use of the Service, and Schools shall make payment to ManageBac net 30 days from the invoice date. The payments are in consideration of the creation, deletion, modification and maintenance of Members, and the license to use the Service. ManageBac will not pay any refund or credit if the School terminates or suspends use of the Service before the end of any prepaid period. Each payment is non-refundable.

4.2 Separate subscriptions are required for each of our Websites.

4.3 Accounts are automatically renewed for successive periods equal to the Initial Term, (each a "Renewal Term") as detailed in the Scope of Services Agreement, SOW, Services Agreement or Framework Agreement. In the absence of a signed agreement detailing the Initial Term, accounts are automatically renewed on an annual basis on the anniversary of the services start date as detailed on our invoice. Notice of termination must be received in writing 45 days in advance of the end of the then current term in order to terminate at the end of the current term. For the avoidance of doubt, the current term is the Initial Term, or any subsequent Renewal Term which has started.

4.4 Schools are solely responsible for any and all duties, taxes, levies or fees (including any sales, use or withholding taxes) imposed on or in connection with payment for Services provided by ManageBac.

4.5 Without prejudice to any other rights or remedy that it may have, if the School fails to pay ManageBac on the due date for payment of any undisputed invoice, ManageBac may:

a. suspend all Services until payment has been made in full; and/or

b. charge interest on any delinquent amounts owed by Schools to ManageBac from the due date at a rate equal to the lesser of i) two (2%) per month or ii) the maximum legal interest rate chargeable per month until payment is made, whether before or after any judgment.

4.6 For any multi-year discount to be enjoyed, 2-year or 3-year Annual Services Fee payments must be received in full on or before the Commence Date of Services.

4.7 Any Non-Recurring Services, as set out in the Pricing Schedule, will be invoiced before each Year in which the services will be performed.

4.8 Any Non-Recurring Services are valid for one year, and expire at the end of the Year specified in the Pricing Schedule.

4.9 Professional Services are assumed to be accepted if no written feedback is provided by the main contact within four (4) weeks of completion.

4.10 If Out of Pocket Expenses ("OPE") are included in the Non-Recurring Services, the School agrees to pay the amounts indicated with initial invoice. If the Non-Recurring Services does not include OPE, the School will be billed based on actual expenses incurred. OPE includes, but is not limited to, air travel, taxi, public transportation, lodging, daily meal per-diem, parking and car rental. The School is responsible for all travel expenses incurred for services indicated in this agreement in the event of cancellation for any reason. If travel to your location requires a flight greater than eight (8) hours, we reserve the right to come in a day early.

4.11 Except where multi-year payments of 2-year or 3-year Annual Services Fees have received in full on or before the Commence Date of Services, ManageBac reserves the right to increase Annual Service Fees up to 5% each year.

4.12 The Annual Subscription Service Fees (as set out in the Pricing Schedule) are based on the number of students (tier-based and per student model) and the School is requested to provide the current number of enrolled students by programme on an annual basis in order to calculate the subscription fees for the following Years.

5. Cancellation and Termination

5.1 It is your sole responsibility to notify us that you wish to cancel your account. This can be done by e-mailing us at support@managebac.com with the subject line "Cancellation Request". We will require written and telephone confirmation of a cancellation request from a School as this will affect the accounts of all Members associated with a School.

5.2 All Content associated with the School and its Students will be unavailable to Members from the time we are instructed to process the cancellation request. As a convenience, we can continue to make the Content available for a period after cancellation of up to 3 months. All Content associated with Members, including (and not limited to) all Content related to the School, data related to Students, contact information, database records will be irrecoverably deleted within 18 months of notification of termination of the Service by the School.

5.3 Subject to 4.3 above, where the School cancels the Service more than forty-five (45) days before the end of the then current term and full payment has been received, the cancellation may take on any date before the end of the then current term, as requested by the School in writing, and the School will not incur any further charge.

5.4 We may terminate the Service to a School upon 180 days' notice in writing for our own convenience.

5.5 Violation of these Terms of Use. Schools are responsible for the use of the Service by Students and Parents. Misuse of the Service, by any individual, may result in permanent and/or temporary suspension or termination of the School's account (at ManageBac's sole discretion) without notice if problems are not addressed to the satisfaction of ManageBac.

5.6 ManageBac reserves the right to refuse the Service to anyone in its own unfettered discretion.

5.7 In case of termination for any reason, ManageBac shall either (i) return all content, data etc in a readable (PDF or Excel) format or (ii) provide the School with the features to do so themselves, provided that ManageBac shall not be required to return or delete all or part of the content, data, etc that it is legally permitted to retain.

6. Modifications to the Service and Prices

6.1 Prices of all plans, including but not limited to annual subscription fees to the Service, are subject to change without notice.

6.2 ManageBac shall not be liable to you or to any third party as a result of any modification, price change, suspension or discontinuance of the Service, loss of data, or any consequence thereof whatsoever.

7. Copyright and Content Ownership

7.1 Unless otherwise stated below, ManageBac owns all intellectual property rights vesting in the Website.

7.2 ManageBac claims no intellectual property rights to Content published and/or loaded to the Service by Members or Schools. You irrevocably grant us a perpetual licence to publish Content on the Websites for the duration of our Agreement with your School.

7.3 Subject to the consent of the relevant School, Members may download material from the Website for their sole purpose of retaining copies for your own personal use alone, subject to rights granted by others to you. The Service is made available to Schools and Members for school administration and academic functions, not for any other purpose, and you shall not access the Service for any other purpose without the written permission of ManageBac.

7.4 You may not modify, adapt or hack the Service or modify the Websites so as to falsely imply that it is associated with the Service, or any other service of ManageBac.

7.5 Any hypertext links to other sites, which appear on the Website are operated by third parties and use of such a link means you are leaving the Website. We are not responsible for, and give no warranties, guarantees or representations in respect of linked sites or information upon them.

7.6 "ManageBac", "OpenApply", "Atlas", "AtlasNext", "SchoolsBuddy", "ClubsBuddy", "CommsBuddy", "SummerStart", "BookJetty" and our logos are trade names of Faria Education Group Ltd. You may not use these names or similar variants without our written consent.

8. Indemnification

8.1 To the maximum extent permitted by law, the School and Members jointly and severally agree to hold harmless and indemnify ManageBac, and its subsidiaries, affiliates, officers, agents, and employees from and against any third party claims arising from or in any way related to use of the Service or Website, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. In such a case, ManageBac will provide the School and Members with written notice of such claim, suit or action.

8.2 Additionally, and to the maximum extent permitted by law, the School agrees to fully indemnify ManageBac with regard to any suit or proceeding for damages, if the suit involves claims arising directly or indirectly from your failure to comply with its obligations under the Child Online Privacy Protection Act Compliance paragraphs of these Terms of Service. The fact that a cause other than your failure to comply with such obligations may have contributed to the harm alleged in such suit or proceeding will not in any way diminish the scope or force of this indemnification, even if such other cause is ManageBac's own failure or negligence.

9. General Conditions

9.1 You may not assign or transfer your rights or licences granted under this Agreement. ManageBac may assign, sub-contract or sub-let this Agreement or any part thereof.

9.2 In the event that any (or any part) of these terms, conditions or provisions shall be declared invalid, unlawful or unenforceable such terms (or parts), conditions or provisions shall be severed. The remaining terms (or parts), conditions or provisions shall continue to be valid and enforceable to the fullest extent permitted by law.

9.3 You understand that the technical processing and transmission of the Service, including Content, may occur in an unencrypted form if SSL is not enabled on your computer, and result in transmissions over the Internet, which may be intercepted by others. Loss of SSL may also result from changes in transmissions between networks to conform and adapt to technical requirements of connecting networks or devices. Please look for the SSL notification in the address bar of your browser to ensure that SSL is active during your session.

9.4 If the bandwidth associated with a School exceeds 200 GB in a single month, or significantly exceeds the expected bandwidth allocation for the number of Members associated with the School (as notified by ManageBac (from time to time), we reserve the right to (1) cap file or image hosting until the School reduces its bandwidth consumption, and/or (2) raise further invoices for your additional bandwidth requirements.

9.5 These Terms of Service will be governed by and construed in accordance with (i) the laws of the State of Delaware, without giving effect to its conflict of laws provisions if you are resident in USA or Canada, or (ii) English law if you are resident in the European Economic Area or elsewhere. Non-contractual claims shall be governed by the same system of law. Any claims, legal proceedings or litigation arising in connection with the Service will be brought solely in Wilmington, Delaware, and you irrevocably submit to the jurisdiction of its Courts.

10. Questions & Contact Information

Any questions about this Terms of Service agreement should be addressed to legal@fariaedu.com; or by mail to:

ManageBac, LLC.
548 Market St. #40438,
San Francisco,
CA 94104 USA;
+1 (415) 670-9038.