

**CONTRACT NAME: AGREEMENT BETWEEN LIMINEX, INC. dba
GOGUARDIAN AND DAVIS JOINT UNIFIED SCHOOL DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: GoGuardian is a Chromebook Management Software for schools. It is used by classroom teachers and librarians to set up sessions with students, using their Google Account logins, and having real-time visibility and interaction with their online activity in class. Teachers can monitor and restrict what students are able to do online during sessions. This software will be used at Harper Junior High School.

FISCAL IMPACT: The cost of this software will be paid by Harper site discretionary funds.

GoGuardian

Liminex, Inc. dba GoGuardian
200 N. Sepulveda Blvd Suite 200
El Segundo, CA 90245, US
(888) 310-0410
orders@goguardian.com
www.goguardian.com



ADDRESS

Frances Ellen Watkins Harper Junior High
School
4000 E Covell Blvd
Davis, California 95618
United States

SHIP TO

Elizabeth Merrill
Frances Ellen Watkins Harper Junior High
School
4000 E Covell Blvd
Davis, California 95618-1565
United States
5307589563
emerrill@djud.net

QUOTE

Q-74408

DATE

5/31/2018

EXPIRATION DATE

8/31/2018

PRODUCT	QTY	RATE	Discount Description	AMOUNT
GG-TCR1Y-000001 ; 1 yr ; Qty: 1 - 499	400	\$7.50		\$3,000.00
TOTAL:				\$3,000.00

Additional Notes :

1. By eSigning this quote, you confirm that you have the authority to purchase the listed products on behalf of your organization and understand that an invoice will be sent to your organization as a result of your signature.
2. If you would like to decline this quote, do so by clicking Options in the top left corner of this window and selecting "I will not e-sign"
3. If you would like to delegate the signature to another authorized person, do so by clicking Options and selecting "Someone else should sign"
4. If your organization has a purchase order system set up, please upload a PO as an attachment to this quote in the Supporting File field. If you do not have a purchase order system, you can skip this step and accept the quote with signature only.

By checking this box, I verify I have read the above statements ☐

Accepted By :

Supporting File :

Purchase Order # :

Accounts Payable Contact :

Add a Note :

First:

Last:

Email:

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Effective Date: May 17th 2018

GoGuardian Website Terms of Service

Welcome to GoGuardian! This Terms of Service ("**Website Terms**") is a legal agreement between you and GoGuardian (formally — Liminex, Inc. doing business as GoGuardian — "**GoGuardian**," "**we**," "**us**," or "**our**") that governs your access and use of our website with a main page located at goguardian.com (the "**Website**"). You acknowledge and agree that, by accessing or in any way using the Website, you are indicating that you have read, understand, and agree to be bound by these Website Terms, as well as [GoGuardian's Privacy Policy](#) (incorporated herein by reference). If you do not agree to these Website Terms, then you may not access or use our Website.

In the case of a conflict between the Website Terms and the terms of any other electronic or machine-readable statement or policy, the Website Terms shall control, except for any agreement governing the use of a GoGuardian product or service in which the user agrees to or is presented with a different governing agreement, such as our [Terms of Service and End User License Agreement](#) for our products or other agreement. In such case, this other agreement shall control.

You are responsible for regularly reviewing this page of our Website for updates to these terms, which is detailed further below in Section 11.

1. Eligibility and Registration for Our Website

To obtain more information about our products and services, you may be required to signup or register on the Website, and/or be asked to provide certain information about yourself. You must be at least eighteen (18) years of age to use the Website. By signing up or providing such information, you acknowledge and agree that you are over eighteen (18) years of age, and that the information you have provided is true, accurate, and complete as of the date you provide such information, and that you will promptly update your information, should it change.

During the registration process, you may be required to provide an email address and/or create a password, such as to use certain features or to subscribe to our blog. It is your responsibility to keep your password confidential. You agree that you will not allow others to use your account and that you are fully responsible for all activities that occur under your account. You agree to notify us immediately at terms@goguardian.com in the event of unauthorized use of your password or

account, or of any other breach of security relating to your account. We are not liable for any loss or damage resulting from your failure to maintain the confidentiality of your account. We may assume that any communications from your account have been made by you.

As a result of submitting or requesting information about our products, you may receive certain commercial communications from GoGuardian. You understand and agree to receive these communications. You may opt out of receiving these communications at any time by either using the unsubscribe functionality in such communications or by sending an email to unsubscribe@goguardian.com.

2. Our Proprietary Rights

The Website is owned and operated by GoGuardian and contains material, which is derived in whole or in part from material supplied by GoGuardian and its affiliates, subsidiaries, and partners, and other sources. Such materials are protected by United States copyright laws, international treaty provisions, trademarks, service marks, and other intellectual property laws. The Website is also protected as a collective work or compilation under U.S. copyright and other applicable law and treaties. You agree to abide by all applicable copyright and other intellectual property laws, as well as any additional copyright notices or restrictions contained in the Website.

All present and future rights in and to trade secrets, patents, copyrights, trademarks, service marks, know-how, and other proprietary rights of any type under the laws of any governmental authority, domestic or foreign, including rights in and to all applications and registrations relating to the Website shall, as between you and GoGuardian, at all times be and remain the sole and exclusive property of GoGuardian. You agree to protect the proprietary rights of GoGuardian and all others having rights in the Website during and after the term of these Website Terms. You further agree to comply with all reasonable written requests made by GoGuardian, its suppliers, and/or licensors of content or otherwise to protect their and others' contractual, statutory, and common law rights in the Website. You agree to notify us immediately at terms@goguardian.com upon becoming aware of any unauthorized access or use of the Website by any individual or entity or of any claim that the Website infringes upon any copyright, trademark, or other intellectual property rights.

You may not use any of GoGuardian's trademarks, trade names, service marks, copyrights, or logos in any manner that creates the impression that such items belong to or are associated with you or, except as otherwise provided herein, are used with our written consent. You also acknowledge that you have no ownership rights in or to any such items.

You may not modify, copy, reproduce, republish, upload, post, transmit, or in any way distribute material from the Website, including content, code, and software (collectively, "Material") unless specifically granted written permission to do so by us. If you would like permission to distribute content from our Website, please contact us at marketing@goguardian.com. We have the right but not the obligation to make changes and updates to any Material without prior notice.

3. User Content

Our Website may enable you to submit, post, upload, or otherwise make available (collectively, "post") content such as public messages, ideas, comments, and other content (collectively, "User Content") that may or may not be viewable by other users. For example, you may submit User Content through the [GoGuardian Blog](#). You acknowledge and agree that all User Content, whether publicly posted or privately transmitted, is the sole responsibility of the person from whom the User Content originated. You further agree that you have all required rights to submit, post, upload, disseminate, or otherwise use such User Content without violation of any third-party rights.

When you submit User Content on or through your use of any of the Website, you grant us a world-wide, perpetual, irrevocable, royalty-free, non-exclusive, and sub-licenseable license to use, copy, distribute, reproduce, modify, edit, adapt, publicly perform, publicly display, translate, create derivative works from, and publish such User Content, in whole or in part, in any current or future-developed format or medium, including (without limitation) for promoting and redistributing part or all of the Website (and derivative works thereof) in any media formats and through any media channels. All of your suggestions for correction, change, or modification to the Website will be the property of GoGuardian and you hereby assign any rights in such feedback to GoGuardian, without payment to you.

You represent and warrant that you own or otherwise control all rights to any User Content that you post on or through the Website. You agree that you will indemnify, defend, and hold harmless GoGuardian for all claims resulting from User Content you post. We reserve the right, at our own expense, to assume the exclusive defense and control of such disputes, and in any event, you will cooperate with us in asserting any available defenses.

You acknowledge and agree that we and our designees may or may not, at our discretion, screen User Content before or after its appearance on the Website, but that we have no obligation to do so. You further acknowledge and agree that we reserve the right, in our sole discretion, to reject, move, edit, or remove any User Content that is contributed to the Website, but we but do not assume the obligation. Without limiting the foregoing, we and our designees shall have the right, in our sole discretion, to delete any User Content that violates these Website Terms or is otherwise objectionable, or for any reason whatsoever or for no reason. You acknowledge and agree that we do not verify, adopt, ratify, or sanction User Content, and you agree that you must evaluate and bear all risks associated with your use of or your reliance on the accuracy, completeness, or usefulness of User Content. You also understand that you may be exposed on the Website to User Content that you may consider offensive or objectionable.

4. Links

The Website may provide links to third party websites or resources. You acknowledge and agree that we are not responsible for the availability of such external sites or resources, and we do not endorse and are not responsible or liable for such linked websites or resources. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on any linked websites or resources. You also acknowledge and agree that these third party websites may have their own Terms of Service and Privacy Policy to which you may be bound.

5. Acceptable Use of GoGuardian's Website

You agree that you will not:

- Post content or otherwise engage in activity that: harasses, abuses, or threatens any other person, or that contains obscene content; degrades others on the basis of gender, race, class, ethnicity, national origin, religion, sexual preference, disability, or other classification; or is unlawful, harmful, tortious, defamatory, libelous, or invasive of another's privacy.
- Copy, download (other than through page caching necessary for personal use, or as otherwise expressly permitted by these Website Terms), modify, distribute, transmit, display, perform, reproduce, broadcast, duplicate, publish, license, create derivative works from, or offer for sale any content or other information contained on or obtained from or through the Website, by any means except as provided for in these Website Terms or with our prior written consent.
- Scrape, access, monitor, index, frame, link, or copy any content or information on the Website by accessing the Website in an automated way, using any robot, spider, scraper, web crawler, or any method of access other than manually accessing the publicly-available portions of the Website through a browser or any approved API.
- Violate the restrictions in any robot exclusion headers of our Website, if any, or bypass or circumvent other measures employed to prevent or limit access to the Website.
- Post or otherwise make available any material that contains any software, device, instructions, computer code, files, programs, and/or other content or feature that is designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment.
- Post or do anything that could disable, overburden, or impair the proper working of our Website; or interfere with our Website's appearance, security, or functionality.
- Post, utilize, or otherwise make available any other party's intellectual property unless you have the right to do so, whether through an assignment of rights, use waiver, license, or fair use exception.
- Falsely state or otherwise misrepresent your affiliation with a person or entity, or impersonate any person or entity in a manner that does not constitute parody.
- Solicit personal or sensitive information from other users such as address, credit card information, financial account information, or passwords.
- Post spam or other advertisements or solicitations, promote commercial entities, or otherwise engage in commercial activity on or through our Website.
- Violate the law or encourage conduct that would constitute a criminal offense or give rise to civil liability.
- Violate these Website Terms or any guidelines or policies posted by us.
- Interfere with any other user's or party's use and enjoyment of the Website.

If you violate any of these rules or use the Website in any way that is not authorized, we may, in our sole discretion, remove any User Content, block access to the Website, and/or cancel your or any other user's account. You agree to immediately notify us at terms@goguardian.com upon learning of any unauthorized use, misuse, or abuse of the Website.

6. Liability, Warranty Disclaimers, and Other Legal Information

6.1 Warranty Disclaimer

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK. THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE WEBSITE WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE.

ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE WEBSITE IS DOWNLOADED AND USED AT YOUR SOLE DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, MOBILE DEVICE, SOFTWARE, TECHNOLOGY, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH CONTENT.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM THE WEBSITE SHALL CREATE ANY WARRANTY.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

6.2 Indemnity

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD GOGUARDIAN AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, JOINT-VENTURERS, CO-BRANDERS, AND OTHER PARTNERS (AND ALL SUCCESSORS AND ASSIGNS OF ANY OF THE FOREGOING) (THE "**GOGUARDIAN PARTIES**"), HARMLESS FROM AND AGAINST ANY CLAIM OR DEMAND, INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND DISBURSEMENTS, MADE BY ANY THIRD PARTY IN CONNECTION WITH OR ARISING OUT OF YOUR USE OF THE WEBSITE, YOUR CONNECTION TO THE WEBSITE, YOUR VIOLATION OF THE WEBSITE TERMS OR PRIVACY POLICY, YOUR SUBMISSION, POSTING, OR TRANSMISSION OF USER CONTENT TO THE WEBSITE, AND/OR YOUR VIOLATION OF ANY RIGHTS OF ANOTHER. THE GOGUARDIAN PARTIES RESERVE THE RIGHT, AT OUR OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF SUCH DISPUTES, AND IN ANY EVENT YOU WILL COOPERATE WITH US IN ASSERTING ANY AVAILABLE DEFENSES.

6.3 Limitation of Liability

YOU UNDERSTAND AND AGREE THAT IN NO EVENT SHALL THE GOGUARDIAN PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OF, OR THE INABILITY TO USE, THE WEBSITE; (ii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS AND/OR DATA; (iii) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE WEBSITE; OR (iv) ANY OTHER MATTER RELATING TO THE WEBSITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATING TO THE WEBSITE TERMS (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID BY YOU, IF ANY, OR YOUR ORGANIZATION FOR THE WEBSITE GIVING RISE TO SUCH CLAIM IN THE CALENDAR YEAR IN WHICH SUCH CLAIM AROSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

7. Account Termination

You agree that we may, in our sole discretion terminate your account without notice or liability to you or any third party. Grounds for such termination shall include (without limitation), (a) breaches or violations of the Website Terms or other agreements and/or guidelines, (b) discontinuance or material modification of the Website, (c) unexpected technical or security issues or problems, (d) to protect the rights, property, or safety of GoGuardian, its agents and affiliates, its users and the public, and/or (e) for any reason or no reason whatsoever. Termination of your account may include removal of access to all offerings requiring registration and, in our sole discretion, the deletion of your account and/or User Content.

8. Legal Compliance

You acknowledge, consent, and agree that we may access, preserve, and disclose your account information, and communications made by you to us, and/or any User Content that you submit or make available for inclusion on the Website, if required to do so by law or in a good faith belief that such access, preservation, or disclosure is permitted by [GoGuardian's Privacy Policy](#) or as reasonably necessary or appropriate for any of the following reasons: (1) to comply with legal process; (2) to enforce the Website Terms; (3) to respond to claims that any content violates the rights of third parties; (4) to protect the rights, property, or personal safety of GoGuardian, its agents and affiliates, its users, and the public; (5) to comply with applicable law; and/or (6) to address your requests.

9. Governing Law

These Website Terms and the relationship between you and GoGuardian shall be governed by the laws of the State of California without regard to conflict of law provisions. You consent to exclusive personal jurisdiction and venue in federal and state courts located in and serving Los Angeles County, California.

10. Miscellaneous

10.1 Entire Agreement

These Website Terms constitute the entire agreement between you and us with respect to the Website and supersedes any prior agreements, oral or written, between you and us. The section titles in the Website Terms are for convenience only and have no legal or contractual effect.

10.2 Waiver and Severability of Terms

The failure of us to exercise or enforce any right or provision of the Website Terms shall not constitute a waiver of such right or provision. If any provision of the Website Terms 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 the Website Terms remain in full force and effect.

10.3 Third-Party Beneficiaries

You agree that, except for the GoGuardian Family and as otherwise expressly provided in this Website Terms, there shall be no third-party beneficiaries to this Website Terms.

11. Changes to These Website Terms

We reserve the right to make changes to this Website Terms, such as to reflect changes in the law or to our Website. These Terms, including any changes to these terms, will be posted on our Website. You are responsible for regularly reviewing our Website and these Website Terms to obtain notice of such modifications. Your continued use of GoGuardian's Website following an update to the Website Terms will constitute your acceptance of the updated Website Terms.

GoGuardian provides Chromebook management solutions that keep students safer online and make teaching easier.



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Privacy Policy for Website Visitors

Last Updated Date: May 17, 2018

Introduction

Welcome to GoGuardian's Website! GoGuardian (formally — Liminex, Inc. doing business as GoGuardian — "**GoGuardian**", "**we**", "**us**", "**our**") is an educational technology company that provides K-12 schools and school districts with software facilitating safer access to online educational materials along with technology management. GoGuardian's Website refers to our general-audience, public-facing website with a main landing page of goguardian.com ("**Website**"). This Website Privacy Policy applies to visitors and users of our Website and explains how we collect, use, share, disclose, and protect information from these visitors and users of our Website ("**Website Privacy Policy**").

This Website Privacy Policy does *not* apply to:

- the use of GoGuardian's Products by one of our school or school district customers or other organizational customers ("**School(s)**" or "**your Organization**"). For more information about how we treat information in our Products, please visit our Privacy Policy for Product Users ("**Product Privacy Policy**"), and, as applicable to Schools in the European Economic Area ("**EEA**"), our Data Processing Addendum ("**DPA**"); or
- organizations or third parties that GoGuardian does not own or manage, or to individuals that GoGuardian does not employ or manage. For example, there may be links to third parties available on our Website or support center. We encourage you to review the applicable third party privacy policies and terms of use before submitting any information through those sites or services.

By using our Website, you are declaring that you have read and understand this Website Privacy Policy.

Information Provided Directly

We collect the following information directly from you as a visitor and/or of our Website:

- Requests for Information:** If you submit a request for information or otherwise contact us through our Website, we collect your request and your contact information.

- **Support Requests:** If you submit a support request or question about our Website through our Support Center (e.g., [Support Center](#) and [Help Center](#)), we receive your request/question and your associated contact information.
- **Online Forums:** If you use our Website to sign up as a member of our online community, blog, or similar options on our Website, we receive your contact information and your associated messages.
- **Partner Submissions:** When a partner of a School and/or GoGuardian (e.g., a reseller partner helping a School obtain equipment and software from GoGuardian) first signs up as a partner of GoGuardian or submits a request through our reseller portal on our Website, we collect both that partner organization's and partner representative's contact information as well as both the School and School Official's contact information. If you are School Official or partner representative, then we collect this information about you.

Note About Our General Audience Website: Our general audience Website is not geared towards children, nor meant to be used or accessed by children. If we become aware that we have collected "personal information" (as defined by the United States Children's Online Privacy Protection Act ("COPPA") from a child in the United States under the age of 13 without legally-valid parental or school consent or that we have collected data through our Website from an European Union resident under the age of 16 without parental consent, we will take reasonable steps to delete it or obtain valid consent as soon as possible. We also comply with other age restrictions and requirements in accordance with applicable local laws.

Information We Collect Automatically

As you visit or use our Website, we may automatically collect the following information:

- **Analytics Information:** Our Website automatically collects data via Google Analytics and other similar services, including your IP address, Internet service provider (ISP), date and time of your visit, browser language, browser type, referring and exit pages and URLs, amount of time spent on particular pages, which parts of our Website you visit, which links you click, search terms, operating system, traffic and related statistics, keywords, and/or other general browsing or usage data.
- **GoGuardian Advertisements on Other Websites:** We display advertisement for our Products on other websites and services. When you click on a GoGuardian advertisement on these other websites and services, we receive information about the website or service that served the advertisement, and which advertisement you clicked. If you then interact with our Website, we may combine the information about your activity with our advertisement with the information we subsequently collect and/or you subsequently submit on our Website.
- **GoGuardian Advertisements:** We display advertisements about GoGuardian on other websites after you visit our Website or use certain services on our Website such as our blog.
- **Cookies:** GoGuardian and its third party service partners use Cookies. To learn more about our use of Cookies and your choices about Cookies, please see our Cookies Notice below.

How We Use Information Collected Through Our Website

We use the information that we collect through our Website for a variety of purposes, including to:

- provide you with our Website;
- respond to your requests and provide you with support;
- notify you via email of new features and Products that may be of interest to you;

- notify you of company updates and notable events;
- analyze and improve our Website;
- understand the effectiveness of our placement of GoGuardian advertisements on third party websites;
- remind you of GoGuardian through advertisements after you have used our Website;
- help prevent fraud and enforce our legal terms; and
- administer and troubleshoot our Website.

How We Share Information Collected Through Our Website

We may share or disclose information in the following ways:

- **Third Parties Supporting Our Website:** We share information with service providers that assist us in performing business-related functions that support or improve our Website. For example, we use hosting services and customer service tools to support our Website. When we employ another company to perform a function of this nature, we provide them with the information that they need to perform their specific function.
- **Protection of GoGuardian and Others:** We may share or disclose certain information if we believe in good faith that doing so is necessary or appropriate to (i) protect or defend the rights, safety, or property of GoGuardian or third parties, including to defend or enforce our Website Privacy Policy, our Website Terms of Service, or our EULA, or any other contractual arrangement or (ii) to respond to claims that content violates the rights of third parties.
- **Legal Requirements:** We may share or disclose certain information if we believe in good faith that doing so is necessary or appropriate to comply with any law enforcement, legal, or regulatory process, such as to respond to a warrant, subpoena, court order, or other applicable laws and regulations.
- **With Your Consent / At Your Direction:** We also may share or disclose your information with your consent or at your direction.
- **Business Transfer:** We may share or disclose certain information, in connection with or during negotiations of any merger, sale of company assets, financing, or acquisition of all or a portion of our business to another company. If such transfer is subject to additional mandatory restrictions under applicable laws, GoGuardian will comply with such restrictions. The successor entity will be subject to all applicable federal and state laws, including privacy laws.

Data Controller vs. Processor; Our Legal Bases for Using Your Information

Under applicable law, GoGuardian is considered the “data controller” of information from or about our Website visitors. In other words, GoGuardian is responsible for deciding how to collect, use, share, and disclose this information.

The laws of some jurisdictions such as the laws of the European Union (“**EU**”) require companies to tell you about about the legal ground that they rely on for using, sharing, or disclosing your information. To the extent those laws apply, our legal grounds are as follows:

- **Contractual Commitments:** We may use, share, or disclose information to honor our contractual commitments to you. For example, to comply with our [Website Terms](#), which you accept by browsing our otherwise using our Website.
- **With Your Consent:** Where required by law, and in some other cases, we use, share, or disclose information on the basis of your consent.

- **Legitimate Interests:** In many cases, we use, share, or disclose information on the ground that it furthers our legitimate business interests in ways that are not overridden by the interests or fundamental rights and freedoms of the affected individuals, such as customer service, certain promotional activities, analyzing and improving our business, providing security for our Website, preventing fraud, and managing legal issues.
- **Legal Compliance:** We need to use, share, and disclose information in certain ways to comply with our legal obligations.

How Long We Keep Information

We generally retain information for so long as it may be relevant to the purposes above. To dispose of any personal information, we may anonymize it, delete it or take other appropriate steps. Information may persist in copies made for backup and business continuity purposes for an additional time period of time.

Your Choices

You have certain rights and choices with respect to your information such as:

- **Marketing Communications:** You can decline promotional communications at the point information is requested for such purpose on our Website (e.g., by checking or un-ticking (as directed) the relevant box) or, by following the unsubscribe instructions on communications sent to you. You can also contact us as described in the “How to Contact Us” section below.
- **Cookies & Analytics.** You can opt out of certain cookie-related and analytics processing by following the instructions in our Cookie Notice below.
- **California Rights:** Under California law, California residents may annually request a list of the third parties to which we disclose personal information for such third parties’ marketing purposes and the types of information disclosed. However, we do not disclose personal information to third parties for such third parties’ direct marketing purposes.
- **Do Not Track:** Do Not Track (“DNT”) is a privacy preference that users can set in certain web browsers to inform websites and services that they do not want certain information about their webpage visits collected over time and across websites or online services. We do not recognize or respond to browser-initiated DNT signals.
- **Your Legal Rights Under Local Law:**
 - Your local laws (e.g., laws of the EU) may permit you to request that we:
 - provide access to and/or a copy of certain information we hold about you;
 - prevent the processing of your information for direct-marketing purposes; (including any direct marketing processing based on profiling)
 - update information which is out of date or incorrect;
 - delete certain information that we are holding about you;
 - restrict the way that we process and disclose certain of your information;
 - transfer your information to a third party provider of services; and
 - revoke your consent for the processing of your information.

We will consider all of your requests and provide our response within the time period stated by applicable law. Please note, however, that certain information may be exempt from such requests in

some circumstances, which may include needing to continue processing your information for our legitimate interests or to comply with a legal obligation. We may request you provide us with information necessary to confirm your identity before responding to your request.

To exercise any of these rights, please contact us as described in the “How to Contact Us” section below. In addition to those rights, you have the right to lodge a complaint with the relevant supervisory authority. However, we encourage you to contact us first, and we will do our very best to resolve your concern.

How We Protect Your Information

GoGuardian takes the security and privacy of your data very seriously. For these reasons, GoGuardian has implemented various technical, administrative, and physical safeguards to protect your information. These safeguards vary depending on the sensitivity of the information at issue.

GoGuardian is committed to preventing unauthorized access to our systems and data, and will investigate any possible occurrence. In the event of a breach of personal data, GoGuardian will comply with all relevant breach laws.

Notice to EU and Other Non-U.S. Residents

Our Website is operated in the United States. If you are located outside of the United States, please be aware that any information you provide to us will be transferred to and/or accessed within the United States. The recipients of information described in the relevant “How We Share Information” sections above may be located in the United States. This information may be subject to United States law, including laws that may require disclosure of personal information to government authorities.

European Union-United States and Swiss-United States Privacy Shield: GoGuardian has certified with the European Union-United States and Swiss-United States Privacy Shield as set forth by the United States (“U.S.”) Department of Commerce regarding the collection, use, and retention of “personal data” (as defined under the Privacy Shield principles) from applicable European countries. We have certified that we adhere to the Privacy Shield Principles of notice, choice, purpose limitation, onward transfer, security, data integrity, access, recourse, liability, and enforcement for such personal data. To learn more about the Privacy Shield Framework, visit the Department of Commerce’s Privacy Shield list by clicking [here](#).

As required under the principles, when GoGuardian receives personal data under the Privacy Shield and then transfers it to a third-party service provider acting as an agent on our behalf, we have certain liability under the Privacy Shield if both (i) the agent processes the information in a manner inconsistent with the Privacy Shield; and (ii) GoGuardian is responsible for the event giving rise to the damage.

Some international users (including those whose information we collect under the Privacy Shield) of our Website have certain legal rights to access certain information we hold about them and to

request its deletion. Please see the "Choices about Information Collected through Our Website" section above for more information.

How to Contact Us for Non-U.S. Residents: If you are located outside the United States and have questions or concerns regarding GoGuardian's Website Privacy Policy or practices, you may direct a complaint in writing to GoGuardian Privacy Officer, Liminex, Inc. dba GoGuardian, 200 Pacific Coast Highway, Suite 200 El Segundo, CA 90245. Tel: 1-888-310-0410 Email: privacy@goguardian.com. Within a reasonable time of receiving the written complaint, GoGuardian will review and address your complaint, as appropriate, and inform you of the results of such review and any steps taken to address your complaint.

Dispute Resolution for EU and Swiss Residents: If you are a resident of the EU or Switzerland and are dissatisfied with the manner in which we have addressed your concerns, you may seek further assistance, at no cost to you, from our designated Privacy Shield independent recourse mechanism, the JAMS Privacy Shield Program, which you can learn more about by visiting <https://www.jamsadr.com/eu-us-privacy-shield>. Residents of the EU or Switzerland may elect to arbitrate unresolved complaints but prior to initiating such arbitration, you must: (1) afford us the opportunity to resolve the issue; (2) seek assistance via GoGuardian's recourse mechanism above; and (3) contact the U.S. Department of Commerce (either directly or through a European Data Protection Authority) and afford the Department of Commerce time to attempt to resolve the issue. Each party shall be responsible for its own attorney's fees. Please be advised that, pursuant to the Privacy Shield, the arbitrator(s) may only impose individual-specific, non-monetary, equitable relief necessary to remedy any violation of the Privacy Shield Principles with respect to the individual. GoGuardian is subject to the investigatory and enforcement powers of the U.S. Federal Trade Commission (FTC).

Cookies Notice

What are cookies?

Cookies are small text files stored on your computer that allow us to understand usage of our Website. Cookies include cookies, Internet server logs, tags, Software Development Kit/SDKs, tracking pixels, and other similar tracking technologies. A number of Cookies that we use last only for the duration of your session, expiring when your session ends (the so-called "session cookies"). Other Cookies are used to help our systems recognize you if you return to our Website and will thus be retained longer (the so-called "persistent cookies"). Some of the cookies used on our Website are set by us, and some are set by third parties that are delivering services on our behalf.

What types of Cookies does GoGuardian use and what data do they collect?

We use Cookies on **our Website** that automatically collect information to:

- understand how many unique visitors frequent our Website;
- analyze usage of our Website, including to improve our Website;
- authenticate your account for our Website services;

- remember your settings and account information for our Website services;
- understand the effectiveness of GoGuardian advertisements placed on third party websites; and
- show you advertisements about GoGuardian after you visit our Website such as our blog.

We do *not* use any advertising Cookies in our Products and we do not place advertisements in our Products.

What are your choices about Cookies?

You can learn more about how Cookies work and how to turn them off in your particular browsers. Please remember that if you replace, change or upgrade your browser, or delete your Cookies, you may need to use these opt-out tools again.

For information about Cookies used by the developers of these browsers, please visit:

- [Internet Explorer](#)
- [Google Chrome](#)
- [Internet Explorer](#)
- [Mozilla Firefox](#)
- [Safari \(Desktop\)](#)
- [Safari \(Mobile\)](#)
- [Android Browser](#)

For controls specific to advertising and analytics services offered by Google, click [here](#) and [here](#) from each of your browsers.

For more information about advertising and how you can turn off certain advertisements in general, please visit youronlinechoices.com and www.youronlinechoices.com.au and www.youradchoices.com.

Note About Do Not Track: Do Not Track (“DNT”): is a privacy preference that users can set in certain web browsers to inform websites and services that they do not want certain information about their webpage visits collected over time and across websites or online services. Some browsers do not recognize DNT settings. At this time, we do not recognize or respond to browser-initiated DNT signals because we do not track you across websites.

Changes to this Privacy Policy

We may change this Website Privacy Policy to reflect changes in the law, our information practices, or components of our Website. At the top of our Website Privacy Policy, we will indicate the date of the most recent update to this Website Privacy Policy. Where required by applicable law, we will apply changes only after notifying and/or obtaining your consent before any material changes to our Website Privacy Policy apply to you.

How to Contact Us

If you have questions or concerns, the best way to reach us is by emailing privacy@goguardian.com. You can also reach us by calling 888-310-0410 or by writing to Liminex, Inc. dba GoGuardian, Attn: Chief Privacy Officer, 200 Pacific Coast Highway, Suite 200 El Segundo, CA 90245.

Additionally, please feel free to consult additional resources such as the ones listed below.

Student Privacy Resource List:

- [Student Privacy Pledge](#)
- [FERPA | SHERPA](#)
- [Department of Education's Privacy Technology Assistance Center \("PTAC"\)](#)
- [The Federal Trade Commission's Complying with COPPA: Frequently Asked Questions](#)

GoGuardian provides Chromebook management solutions that keep students safer online and make teaching easier.



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