

Welcome to preschool2me! By using preschool2me software, mobile applications or web sites ("preschool2me services"), you agree to the following terms and conditions (herein referred to as "Terms and Conditions", "Agreement"), and any policies, guidelines or amendments thereto that may be presented to you from time to time. We may update the Terms in the future, and you will be able to find the most current version of this agreement at <http://www.preschool2me.com/users/terms.html>.

1. Your relationship with daycare2me Inc.

Below listed terms and conditions are applicable to end users (pre-school administrators, owners, teachers and parents, herein referred to as "you", "your", "Customer") who choose to access daycare2me Inc's (herein referred to as "we", "us", "our", "Company") website, mobile application and support (collectively termed as "software services"). By choosing to register with our software services, you agree to be bound by these terms and conditions. If you do not agree to the terms mentioned in this document, do not access our software services. To cancel your account, contact us at talk2us@preschool2me.com or your pre-school's administrator. The software services are provided on a subscription basis and are licensed, NOT sold.

2. Subscription and Fees

Subscription and Fees are provided to pre-school owners through a "Contract Agreement" document which is an addendum to this document.

For parents, the use of our software services is free of charge. Pre-school owners may choose to charge parents additional fees.

3. Privacy and Security (use of images)

Preschool2me captures child information (Pictures, Name, Parent's Name and Email), Pre-school information (Name, contact information) and Teacher information (Name and Email address) only. All of this information is stored using SSL security. We will NOT use Child or Teacher information now or in future for marketing purposes (including newsletters, emails, periodic updates etc.). However, we may contact pre-school owners for surveys, future releases, feedback and newsletters.

Neither any child related content (pictures, videos, text) captured by teachers/pre-school owners nor the identity of location of the pre-school they attend shall be posted publicly. Any pictures or videos taken of the child shall not include any images of children other than your own.

Parents may refuse or request any child information to be removed from our systems by contacting pre-school owners or emailing us at talk2us@preschool2me.com.

4. Termination

Prior to the expiration of the Term of Service, either party may terminate this Agreement by providing a written notice. If we choose to terminate your account, we will provide 30 day notice.

Once account is terminated, all information relevant to your account will be removed from our servers and cannot be recovered. Daycare2me Inc. may terminate your account immediately, if (1) you fail to make all payments when due; (2) you declare bankruptcy or are adjudicated bankrupt; or (3) a receiver or trustee is appointed for you or substantially all of your assets; (4) any other reason. Upon termination of this Agreement, all rights and obligations of the parties under this Agreement will automatically terminate except for rights of action accruing prior to termination, payment obligations, and any obligations that expressly or by implication are intended to survive termination.

5. Indemnification

You shall defend and indemnify Daycare2me Inc. against any third-party claim or action arising out of or relating to (1) your failure to obtain any appropriate license, intellectual property rights, or other permissions, regulatory certifications, or approvals associated with technology or data provided by you, or associated with software or other components directed or requested by you to be installed or integrated as part of the Software or Services; (2) your breach of our proprietary rights as stated in this Agreement.

6. Disclaimer of Warranties

SOFTWARE SERVICES PROVIDED UNDER THIS AGREEMENT ARE ON AN "AS IS" AND "AS AVAILABLE" BASIS FOR USE. THESE SOFTWARE SERVICES ARE WITHOUT WARRANTIES OR CONDITIONS, EITHER EXPRESSED OR IMPLIED. THIS INCLUDES BUT NOT LIMITED TO THE WARRANTIES OF FIT FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. WE DO NOT WARRANT THAT YOU WILL BE ABLE TO ACCESS OR USE THE SERVICES AT TIMES OR LOCATIONS OF YOUR CHOOSING.

7. Limitation of Liability

In no event shall the Company be liable for any damages (including, without limitation, lost profits, business interruption, or lost information) rising out of 'Authorized Users' use of or inability to use the Product, even if the Company has been advised of the possibility of such damages. In no event will the Company be liable for loss of data or for indirect, special, incidental, consequential (including lost profit), or other damages based in contract, tort or otherwise. The Company shall have no liability with respect to the content of the Product or any part thereof, including but not limited to errors or omissions contained therein, libel, infringements of rights of publicity, privacy, trademark rights, business interruption, personal injury, loss of privacy, or the disclosure of confidential information.

In no case, shall we be liable for any incidental, indirect, punitive or consequential damages arising from your user of the services. Our liability shall be limited to the fullest extent permitted by law. In no case shall our liability to you under this agreement exceed the subscription fees paid by you to us for the software services which gave rise to such liability.

8. Outages, Service Interruptions and Changes to Services

It may be necessary for Daycare2me Inc. to perform scheduled or unscheduled fixes or maintenance, which may temporarily degrade the quality of the Software Services or result in a partial or complete outage of the Software. We shall strive to provide seven (7) days advance notice of such activities, however, we provide no assurance that you will receive advance notification or that the Software Services will be uninterrupted or error-free. Unless otherwise agreed to in writing between you and Daycare2me Inc., any degradation or interruption in the Software Services shall not give rise to a refund or credit of any fees paid by you. YOU AGREE THAT THE OPERATION AND AVAILABILITY OF THE SYSTEMS USED FOR ACCESSING AND INTERACTING WITH THE SOFTWARE, INCLUDING COMPUTER NETWORKS, AND THE INTERNET, OR TO TRANSMIT INFORMATION, CAN BE UNPREDICTABLE AND MAY, FROM TIME TO TIME, INTERFERE WITH OR PREVENT ACCESS TO OR USE OR OPERATION OF THE SOFTWARE. DAYCARE2ME INC SHALL NOT BE LIABLE FOR ANY SUCH INTERFERENCE WITH OR PREVENTION OF YOUR ACCESS TO OR USE OF THE SOFTWARE OR THE IMPACT SUCH INTERFERENCE OR PREVENTION MAY HAVE ON DAYCARE2ME INC'S ABILITY TO PERFORM THE SERVICES.

Otherwise stated, hours for software services refer to following schedule:

Monday	8 AM - 7 PM EST
Tuesday	8 AM - 7 PM EST
Wednesday	8 AM - 7 PM EST
Thursday	8 AM - 7 PM EST
Friday	8 AM - 7 PM EST

During the above time frame, we shall strive to provide uninterrupted operation. However, we are not liable for any interruption.

9. Intellectual Property Rights

All right, title, and interest in the intellectual property (including all copyrights, patents, trademarks, trade secrets, and trade dress) embodied in the Materials, including the methods by which the Services are performed and the processes that make up the Services, shall belong solely and exclusively to Daycare2me Inc. and you shall have no rights whatsoever in any of the above, except as expressly granted in this Agreement. The Materials are protected by copyright laws as well as other intellectual property laws. You may not modify, remove, delete, augment, add to, publish, transmit, adapt, translate, participate in the transfer or sale of, create derivative works from, or in any way exploit any of the Materials, in whole or in part.

10. Confidentiality and Ownership of Customer Data

The Services are not intended to replace the need for Customer to maintain regular data back-ups or redundant data archives. WE WILL HAVE NO LIABILITY FOR LOSS OR RECOVERY OF DATA OR PROGRAMS or loss of use of system(s) arising out of the Services.

Data uploaded (or entered, saved, pictures, videos etc.) by you shall not (i) infringe any copyright, trademark, patent, trade secret, or other proprietary right of any party; (ii) be profane, obscene, indecent or violate any law or regulation; (iii) defame, abuse, harass, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; (iv) incite discrimination, hate or violence towards one person or a group because of their belonging to a race, a religion or a nation, or that insults the victims of crimes against humanity by contesting the existence of those crimes; or (v) restrict or inhibit any other user from using the Software Services. We have no obligation to monitor User Content related to the Services. However, we reserve the right to review User Content and take any action we deem necessary as to such User Content, including but not limited to editing or removing your User Content and/or suspending or terminating your access to the Services based on your violation of the rules specified here.

11. Notification of changes to agreement

Any changes to this agreement shall be posted at <http://www.preschool2me.com/users/terms.html>

12. Force Majeure

Neither party shall be liable to the other for any failure to perform any of its obligations (except payment obligations) under this Agreement during any period in which such performance is delayed by circumstances beyond its reasonable control, such as fire, flood, war, embargo, strike, riot, terrorism, or the intervention of any governmental authority (a "Force Majeure").

13. Dispute Resolution

Incase of any disputes, claims or controversies between customer and daycare2me Inc., shall be governed by the laws of State of North Carolina without regards to conflict of law. The parties agree that any Dispute shall be brought exclusively in the state or federal courts located in Cabarrus or Mecklenburg County, North Carolina.

By accessing this Terms and Conditions document, or by clicking on login to preschool2me website, PS2MeTeacher App or PS2MeParent App, you acknowledge that you have read through these terms and conditions governing the use of these preschool2me applications. If you have any questions, please contact your pre-school or daycare2me Inc. at talk2us@preschool2me.com