

Web Site Terms & Conditions and Privacy Statement

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Security & Privacy Policies

AMERICA'S SOFTWARE CORPORATION will not license, disclose, sell or otherwise share information gathered on or through Taleval.com & OnlineDiscoveryPro.com except by court order. AMERICA'S SOFTWARE CORPORATION takes many precautions to protect our Clients' information including the following:

- We protect your data using encryption and user name and password authentication.
- Access to our data center is limited to authorized personnel.
- Badges and biometric scanning control access.
- Our data center uses security cameras to provide video surveillance.
- Independent firm performs annual audits.
- Dual power paths into the facility.
- Uninterruptable power supplies (N+1 or greater).
- Diesel generators (service agreements with fuel suppliers).
- Fire suppression, smoke and flood detection.
- ISO 27001/2-based policies and annual review.
- Documented change management procedures.
- Incident management and business continuity plans.
- Continuous monitoring and third-party reviews.

All Users are entirely liable for all activities conducted through their account, and are responsible for ensuring that any other person who uses the account is aware of, and complies with, the terms of this Agreement. Each person who uses the account agrees to be bound by the terms of this Agreement, whether or not such person is a Member. You agree to notify us of any known or suspected unauthorized use(s) of your account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your User Name and password. We will have no liability for any circumstances arising from the unauthorized use of a User Name, Member's password or your account. You acknowledge that, although AMERICA'S SOFTWARE CORPORATION agrees to use its best efforts to comply with and to ensure that its users, content providers, distributors and licensees comply with our Privacy Policy, AMERICA'S SOFTWARE CORPORATION cannot be held responsible for the actions of third parties who violate our Privacy Policy. If you have reason to believe that your Account is no longer secure (for example, in the event of a loss, theft, or unauthorized disclosure or use of your User Name, password), you must promptly change your password and notify us of the problem by sending an email to admin@americassoftware.com or by telephoning us at 1-800-467-1170. Our web sites, Taleval.com & OnlineDiscoveryPro.com are secured by an SSL certificate. All patient/client and student names, addresses, birth dates etc. are encrypted. This protection can also help defend against login and password theft. TalEval and Discovery Pro software do not track any financial information such as credit card numbers, driver license numbers, health insurance information or Biometric identifiers or patient medical records (TalEval tacks minimal patient information regarding perio/calc). Storing patient names is not required.

Legal Requirements

Use and disclosure of student and patient records ("personal information") is subject to United States Federal and state regulation. Each Client and each User agree to comply at all times with their respective obligations and regulations. While AMERICA'S SOFTWARE CORPORATION provides an infrastructure for storage, retrieval and distribution of Client information, making determinations on disclosure, sharing and distribution of information is solely the responsibility of Clients and Users of Taleval or DiscoveryPro.

Software Access

You agree not to alter or modify the Software. You further agree not to reverse engineer, decompile or otherwise attempt to uncover the source code. America's Software Corporation reserves all rights to the Software. The source code and its organization are the exclusive property of America's Software Corporation and the Software is protected by copyright, including United States Copyright Law. Except as expressly provided for in this section, this Agreement does not grant you any rights to the Software other than to use and all other rights are reserved by America's Software Corporation. America's Software Corporation provides this Software "as is" without warranty of any kind either express or implied, including but not limited to the implied warranties or conditions of merchantability or fitness for a particular purpose.

Records Access

Access to student information and other records will be strictly controlled by user names and passwords issued to individual Users. You are responsible for maintaining the confidentiality of your user name and password, and you will be responsible for all uses of your User Name and password, whether or not authorized by you. Clients and User shall not hold AMERICA'S SOFTWARE CORPORATION responsible for loss or damage arising from unauthorized use of Users' password and/or authentication device, unless such unauthorized use is solely attributable to the gross negligence or willful misconduct of AMERICA'S SOFTWARE CORPORATION. America's Software Corporation performs data backups on a daily basis. If you accidentally delete wanted data, ask us to restore it from backup.

Browsers, Equipment and Accessibility Clients and Users are solely responsible for obtaining and maintaining equipment and software, including without limitation operating system and browser software, that conforms to America's Software Corporation's specifications in effect, as revised from time to time, in order to connect to, communicate with and use the Taleval.com & OnlineDiscoveryPro.com website.

Force Majeure

AMERICA'S SOFTWARE CORPORATION will make every effort to keep its Web site (Taleval.com & OnlineDiscoveryPro.com) and Services operational and keep your data safe from loss.

However, certain technical difficulties and other factors outside of its control may, from time to time, result in temporary service interruptions and/or data loss. You agree not to hold AMERICA'S SOFTWARE CORPORATION liable for any of the consequences of such interruptions or loss.

Cookies

We use a feature on your Internet browser called a cookie. Cookies are small files that your Web browser places on your computer's hard drive. We use cookies to let us identify you. The cookie will not allow access to any secured areas of our site; these will always require a password.

Log Files

We use IP addresses to analyze trends, administer the site, track user movement, and log information for security purposes. IP addresses are not linked to personally identifiable information. All such collected information will be available for review by Client, to enable Client to track usage by the various Users.

Misuse and Termination

Misuse of AMERICA'S SOFTWARE CORPORATION'S hosted services such as by hacking, spamming, solicitations whether commercial or non-commercial, or transmission of information that is harmful, obscene, harassing, libelous or illegal is strictly forbidden. Any such activity, and any other violation of these Terms and Conditions and Privacy Statement by a Client or User may, in AMERICA'S SOFTWARE CORPORATION's discretion, result in termination of hosted services by AMERICA'S SOFTWARE CORPORATION to the Client or User without notice.

Finally, failure of a Client to pay any sum due and owing to AMERICA'S SOFTWARE CORPORATION shall constitute grounds for termination of the hosted Services.

Account Changes or Modifications

AMERICA'S SOFTWARE CORPORATION may change, modify, suspend, or discontinue any aspect of the Website at any time, including, without limitation, access policies, the availability of any Website feature. We reserve the right to change prospectively the amount of, or basis for determining, any fees or charges for the Website, and to institute new fees or charges for access to portions of the Website effective upon prior notice to Users by posting such changes on its web site, by pop-up screen or by sending e-mails to Users.

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In the event that AMERICA'S SOFTWARE CORPORATION determines, in its sole discretion, that a User has breached any portion of these terms and conditions, or has otherwise demonstrated inappropriate conduct, we reserve the right to (i) warn the User via e-mail that she or he has violated this License Agreement; (ii) delete any content provided by the User (or anyone accessing User's account); (iii) discontinue the User's account and/or any other AMERICA'S SOFTWARE CORPORATION service; (iv) notify and/or send content to and/or fully cooperate with the proper law enforcement authorities for further action; and/or (vi) take any other action that AMERICA'S SOFTWARE CORPORATION deems appropriate.

MISCELLANEOUS

In the event any provision of this Agreement conflicts with the law under which this License Agreement is to be construed or if any such provisions are held invalid by a court with jurisdiction over the parties to this Agreement, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remainder of this Agreement will remain in full force and effect. The failure

of either party to insist upon or enforce strict performance by the other party of any provision of this Agreement or to exercise any right under this License Agreement will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance, rather, the same will be and remain in full force and effect. AMERICA'S SOFTWARE CORPORATION may assign its rights and obligations under this Agreement and upon such assignment AMERICA'S SOFTWARE CORPORATION may be relieved of any further obligation hereunder. You represent to AMERICA'S SOFTWARE CORPORATION that you have the authority to subscribe to and/or use AMERICA'S SOFTWARE CORPORATION according to the terms and conditions of this License Agreement.

ACCEPTANCE

By using and/or subscribing to the Taleval.com & OnlineDiscoveryPro.com service, you hereby acknowledge that you have read and understand the foregoing License Agreement, as may be amended or modified from time to time according to its terms, and agree to be bound by all of the terms and conditions hereof.

Notwithstanding an agreement to the contrary, the parties are governed by the terms and conditions listed herein.

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