

Pigeon Terms of Service

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Updated February 28, 2019

These Terms of Service (“Terms”) govern your use of the Pigeon service (“the Services”). The Services are operated by Pigeon for Teachers, LLC, an Ohio limited liability company. If you have any questions concerning the Terms, please address them to legal@pigeonforteachers.com prior to any use of the Services.

BY USING PIGEON, YOU AGREE TO THESE TERMS OF SERVICE, THE PIGEON PRIVACY POLICY, ANY AGREEMENT YOU HAVE OTHERWISE ENTERED INTO WITH PIGEON, AND ANY OTHER OPERATING RULES, POLICIES, AND PROCEDURES THAT MAY BE PUBLISHED FROM TIME TO TIME ON PIGEON. YOU FURTHERMORE AGREE TO RECEIVE REQUIRED NOTICES, AND TO TRANSACT BUSINESS WITH PIGEON, ELECTRONICALLY. IF YOU DO NOT AGREE TO ANY OF THE SAID TERMS, RULES, POLICIES, OR PROCEDURES, DO NOT USE OR ACCESS THE SERVICES FOR ANY PURPOSE.

BY SIGNING UP TO USE PIGEON ON BEHALF OF A COMPANY OR OTHER ENTITY, YOU REPRESENT THAT YOU HAVE AUTHORITY TO SO ACT ON THEIR BEHALF AND TO ACCEPT THESE TERMS ON THEIR BEHALF.

1. **Definitions**

In the Terms, “Use” and the like refer to the utilization or accessing of Pigeon for any purpose whatsoever, including, but not limited to, communicating with students’ parents.

2. **Changes to Terms**

Pigeon may add to or discontinue any content, function, or features at any time, with or without notice. It reserves the right to modify any of these Terms at any time, for any reason. In the event that Pigeon should modify the Terms, you will be shown the modified Terms and required to accept them prior to continuing to use Pigeon. If any change to the Terms is not acceptable to you, your sole recourse is to cease using the Services. Your continued use of the Services after any such modification constitutes their acceptance.

3. Eligibility for Use and Acceptable Use

Use of Pigeon is restricted to educators over the age of 18. If you are under the age of 18, you may not use the Services, and parents or legal guardians may not agree to these Terms on your behalf.

In order to use the Services, you must register a user account on Pigeon, and agree to these Terms. You agree that you will provide accurate contact information during this registration, and that you will keep said contact information up to date during your use of Pigeon. You agree that you will not misrepresent your identity to Pigeon, or in communications made to third parties through Pigeon. Two or more persons may not share a single Pigeon account.

You acknowledge that Pigeon will make no independent effort to verify the ownership of any user account or the authenticity of any user information. Pigeon is not responsible for the use of the Services by any person for the purpose of impersonating another or creating a fake user.

You agree that you will not use Pigeon for any reason, or in any way, that is in violation of local, state, or federal law, that is intended to harass or defame any person, that will interfere with or disrupt the Services, or that is intended to or substantially likely to cause harm to any person, property or business entity. You agree that you will not resell or attempt to resell the Services in any fashion.

You agree that you will not directly communicate with students and/or persons under the age of 18 using Pigeon, and that you will not use Pigeon for the advertisement, promotion, or sales of any goods or services, whether of an educational nature or otherwise.

Your use of the Services signifies your continuing consent to the Pigeon Privacy Policy.

You agree that you will not transmit material through, or store material on, Pigeon that is of a sexual or suggestive nature, obscene, defamatory, intended for the purpose of harassment, or prohibited by law. You acknowledge that Pigeon does not warrant that it is suitable for the secure storage or transmission of protected health information, and that it is not intended for the purpose of storing or transmitting protected health information.

You understand that you are solely responsible for determining whether your use of Pigeon, or storage of information in Pigeon, is permissible under federal, state, and local law, and for compliance with applicable law governing parent-teacher communication and the transmission and storage of information about students, and that Pigeon accepts no liability for violation of law or regulations on your part.

4. User Accounts

You agree that Pigeon may terminate your use of Pigeon at any time, for any reason or no reason, at its discretion. Pigeon further reserves the right to refuse service to any new User at its discretion, to the extent permitted by law.

You are responsible for maintaining the confidentiality of your account password, and are fully responsible for all activity in your account. You agree that Pigeon is not liable for any loss, damage, or other liability arising from any unauthorized access to or use of your account, and that you will promptly notify Pigeon of any known or suspected unauthorized use of your account.

Upon the closing of a user account by you or by Pigeon, Pigeon may permanently delete any data associated with said account without notice to you.

5. Proprietary Rights

Pigeon reserves all rights under intellectual property law in Pigeon, its marks, domain name, and other indicia, and you agree that you will not reproduce, reprint, publish, reverse engineer, disassemble, decompile, or otherwise exploit content or technology from Pigeon without its express prior written consent. You agree that Pigeon will own all rights to and interest in any feedback, suggestions, ideas, enhancement requests, recommendations, or other such communications provided to it by you pertaining to Pigeon.

6. Third Party Web Sites

Pigeon, and/or other Users on Pigeon, may include links to third party web sites. You agree that Pigeon is not responsible or liable for any content or other materials on third party web sites, including, but not limited to, malware or other harmful or offensive material. You also agree that Pigeon is not responsible for content or claims supplied by any parties advertising on Pigeon. You agree that Pigeon is not responsible for any claim or loss due to a third party site or any advertiser.

7. Disclaimer of Warranties

Pigeon provides a service to facilitate the ability of teachers to communicate with parents. The Services are provided "AS IS". Pigeon makes no express warranties or guarantees about the Services. TO THE EXTENT PERMITTED BY LAW, PIGEON DISCLAIMS IMPLIED WARRANTIES, INCLUDING ANY WARRANTY THAT THE SITE IS OR WILL BE MERCHANTABLE, OF SATISFACTORY QUALITY, ACCURATE, TIMELY, FIT FOR A PARTICULAR PURPOSE OR NEED, OR NON-INFRINGEMENT UPON THE RIGHTS OF A THIRD PARTY. PIGEON DOES NOT GUARANTEE THAT THE SERVICES WILL MEET THE REQUIREMENTS OR EXPECTATIONS OF ANY PERSON, ARE ERROR-FREE, RELIABLE, OR WILL OPERATE WITHOUT INTERRUPTION, OR THAT ANY ERRORS OR DEFECTS REPORTED TO PIGEON WILL BE CORRECTED. THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. PIGEON IS NOT RESPONSIBLE FOR ANY DAMAGES RESULTING FROM SUCH PROBLEMS.

8. Limitation of Liability and Indemnification

You may not assert claims against Pigeon, its members, employees, or agents for damages arising from the use or misuse of the Services, including adverse administrative actions, civil or criminal liability resulting from such use or misuse. To the maximum extent permitted by law, Pigeon shall not be liable for any indirect, punitive, special, incidental, consequential, or exemplary damages, even if it knew or should have known of the possibility of such damages.

You agree to defend, indemnify, and hold harmless Pigeon, its members, employees, and agents, from any and all liabilities, claims, and expenses, including attorney's fees, that arise from your use or misuse of Pigeon. Pigeon reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with Pigeon in asserting any available defenses.

9. International Use

Pigeon makes no representation that the Services are appropriate for use or available for use in locations outside the United States. If you choose to access Pigeon from a location outside the United States, you do so on your own initiative and you are responsible for compliance with local laws.

10. Choice of Law, Forum Selection, and Treatment of Claims

You agree that the laws of the State of Ohio will govern these terms of use, their subject matter, your use of the Services, any transactions into which you enter as a result of your use of the Services, and any claim or dispute that you may have against Pigeon, without regard to its conflicts of laws rules.

You further agree that any disputes or claims that you may have against Pigeon of any nature must be brought in a court located in Franklin County, Ohio. You agree and submit to the exercise of personal jurisdiction over you by such state or federal courts, and waive any defense that such action is improperly venued in Franklin County, Ohio, in the event that Pigeon should bring an claim or action against you.

You agree that any claim or cause of action arising out of, related to, or connected with these Terms of Use or your use of the Services must be filed within one (1) year of the time such claim or cause of action arises or be forever barred. YOU UNDERSTAND THAT THIS PROVISION SUPERSEDES ANY OTHERWISE APPLICABLE STATUTE OF LIMITATIONS ARISING OUT OF OHIO LAW.

You acknowledge that no waiver by Pigeon of any rights or remedies arising under these Terms of Use, or failure to pursue or decision by Pigeon not to pursue any claim or remedy against any person, shall constitute a course of dealing, prevent, inhibit, or otherwise bar Pigeon from pursuing such claim or remedy against any other person, or create any obligation to grant any similar waiver to any other person.

11. Severability

This contract and any supplemental terms, policies, rules, and guidelines published on Pigeon constitute the entire agreement between Pigeon and you, and supersede all previous written or oral agreements. If any part of the Terms of Use should be held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly a possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

12. Headings

The headings of the sections of the Terms are intended for descriptive purposes only, and neither govern the interpretation of nor form any substantive part of the Terms.