

Thank you for choosing PSSK12.com as your website of choice. The following terms of service agreement ("Agreement") governs your use of the website PSSK12.com ("Website").

By using the Website, you agree to be bound by these terms of service. If you do not agree with any of these terms, please do not use the Website.

1. **Read our Privacy Policy:** For information about our data practices, please see our [Privacy Policy](#). By agreeing to these Terms, you agree that we can collect and use any information that you submit through the Sites or when creating an account in accordance with the Privacy Policy

2. **Use of Cookies:** We may use cookies, including but not limited to Google, HubSpot, and Facebook, to enhance your user experience and improve the functionality of the Website. By using the Website, you consent to our use of cookies.

3. **Ownership:** The Website is owned and operated by Pro 22:6, LLC, doing business as PSS ("PSS"). All content, graphics, design, and other materials on the Website are owned by PSS or its affiliates and are protected by copyright and other intellectual property laws.

4. **Limitation of Liability:** PSS shall not be liable for any direct, indirect, incidental, special, or consequential damages arising out of or in connection with the use of the Website, including but not limited to damages for loss of profits, use, data, or other intangible losses.

5. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without giving effect to any principles of conflicts of law.

6. **Linking to Other Websites:** The Sites may display or permit linking or other access to or use of third-party content, promotions, websites, apps, services and resources (collectively "**Third-Party Software**") that are not under PSS's control. We provide these links only as a convenience and are not responsible for the products, services, or other content that are available from Third-Party Software. You acknowledge that any Third-Party Software that you use is not controlled by PSS, and you take sole responsibility and assume all risk arising from your interaction with or use of any Third-Party Software. You also acknowledge that these Terms and the PSS Privacy Policy do not apply to any Third-Party Software. You are responsible for reading and understanding the terms and conditions and privacy policy that applies to your use of any Third-Party Software.

7. **Support:** PSS provides email support at support@pssk12.com PSS will use good faith efforts to provide 100% availability for the Sites, but cannot guaranty such. PSS disclaims any liability for any losses, costs, or expenses incurred by you due to the unavailability of the Sites.

8. **Processing of European Union Resident Personal Data:** PSS may at times provide services to a company or other entity (“**you**”) located in the European Union (“**EU**”). With respect to information relating to an identified or identifiable natural person in the EU that PSS receives from a you (“**Personal Data**”), PSS shall be regarded as a “**Processor**,” and the you shall be regarded as a “**Controller**.” With respect to Processing of Personal Data covered by the General Data Protection Regulation (“**GDPR**”), or other law regarding the collection, use, disclosure, or security of Personal Data (“**Data Protection Laws and Regulations**”), PSS and you shall have the obligations set forth in the Data Processing Addendum attached to these Terms as Exhibit A (the “**DPA**”). All capitalized terms in the DPA not otherwise defined in these Terms shall have the same meaning as provided by GDPR.

9. **Changes to the Agreement:** PSS reserves the right to modify or amend this Agreement at any time, and such modifications or amendments shall be effective immediately upon posting on the Website. Your continued use of the Website after such modifications or amendments shall constitute your acceptance of the revised terms of service.

10. **Indemnity:** You will indemnify and hold harmless PSS and its officers, directors, employees, affiliates, agents, licensors, and contractors from and against any claims, suits, actions, demands, disputes, allegations, or investigations brought by any third party, governmental authority, or industry body, and all liabilities, damages, losses, costs, and expenses, including without limitation reasonable attorneys’ fees, arising out of or in any way connected with (i) your access to or use of Folio, (ii) your breach or alleged breach of any warranties made by you hereunder or your violation of any other provision of these Terms, (iii), your negligence, or (iv) your violation of any law or the rights of a third-party. We reserve the right to assume control of the defense of any third-party claim that is subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

11. **Marketing:** You agree that PSS may issue a press release regarding your use of pssk12.com. Further, PSS may publicly refer to you as a customer of PSS, including on PSS’s Sites and in sales presentations and may use your organization or school logo for such purposes. You hereby grant PSS a worldwide, royalty-free, perpetual, irrevocable right and license to use your name and trademarks, including without limitation tradenames and logos, solely to advertise our products and services and indicate that you are a customer of our business.

12. **General Terms:** Except as otherwise stated herein, these Terms constitute the entire and exclusive understanding and agreement between PSS and you regarding your use of the Sites and Folio, and these Terms supersede and replace any and all prior oral or written understandings or agreements between PSS and you regarding your use of the Sites.

We will notify you before we make material changes to these Terms and give you an opportunity to review the revised Terms before continuing to use Folio. When you use Folio after a modification becomes effective, you are telling us that you accept the modified Terms.

If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of these Terms will remain in full force and effect. You may not assign, delegate, or transfer these Terms, by operation of law or otherwise, without PSS's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null. PSS may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors, and permitted assigns.

Any notices or other communications provided by PSS under these Terms, including those regarding modifications to these Terms, will be given: (i) via email, electronic communication, or text message, or (ii) by posting to the Sites. For notices made by e-mail, the date of receipt on the message will be deemed the date on which such notice is transmitted.

PSS's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of PSS. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

By using the Website, you acknowledge that you have read, understood, and agreed to this Agreement. If you have any questions or concerns about this Agreement, please contact us at support@pssk12.com.