

## **Terms of Use**

Enroll Arkansas "OneApp"

### **Terms of Use:**

These Terms of Use (the "Terms") set forth the terms and conditions governing your access to and use of this website and its subdomains (the "Site"); all of the services offered through the Site, including, but not limited to, school admission application services, and a student lottery if needed, and student enrollment and registration services (collectively, the "Services"); and any information, text, graphics, photos, or other materials uploaded, downloaded, or appearing on the Site (collectively, the "Content"). By accessing or using the Site or Services, you agree to be bound by the Terms. Your access to and use of the Site and Services are conditioned on your acceptance of and compliance with the Terms. These Terms are an agreement between you and APSRC, Inc. (APSRC) ("we," "us").

The Site and Services are intended for use by parents or legal guardians of students, or students who have reached the age of majority, who may enroll in schools in Arkansas. In these Terms, "you" or "your" refers to any user of the Site or Services.

### **Privacy Policy**

We are committed to protecting the privacy of the information you submit through the Site. APSRC collects personal and sensitive information through the App, including student details, parent/guardian contact information, and any other data necessary for enrollment. APSRC is committed to maintaining the privacy and security of the information collected. Please review our Privacy Policy for details about how we collect, use, and disclose your information in connection with your use of our Site and Services. By using our Site and Services, you agree to the terms of our Privacy Policy.

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### **Site Submissions**

You may input or upload personally identifiable information about students or prospective students to our Site, including demographics, contact information, student identification numbers, and health and medical information. By inputting or uploading such information about students or prospective students, you are confirming that you are a student over the age of majority, a parent or legal guardian with the authority to send such information to APSRC. APSRC is not responsible or liable for your conduct, whether online or offline, with respect to the information you submit through the Site.

You are prohibited from using this Site to transmit any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic or profane material or any material that could constitute or encourage unlawful conduct. We may from time to time monitor or review material transmitted or posted using this Site, and

we reserve the right to delete any material that we deem inappropriate. We are under no obligation to do so and assume no responsibility or liability arising from any material transmitted using this Site.

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YOUR SOLE RIGHT AND REMEDY WITH RESPECT TO ANY DISPUTE WITH US IS TO STOP USING THE SITE AND SERVICES.

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS APSRC, APSRC ASSOCIATES, OR A SCHOOL DISTRICT OR CHARTER SCHOOL FROM AND AGAINST ANY CLAIMS, DAMAGES, COSTS, AND EXPENSES, INCLUDING ALL COSTS OF LEGAL PROCEEDINGS AND ATTORNEYS' FEES, ARISING IN CONNECTION WITH USE OF THE SITE BY YOU, OR IN CONNECTION WITH A VIOLATION OR BREACH OF THESE TERMS BY YOU, INCLUDING WITHOUT LIMITATION, YOUR VIOLATION OF ANY LAWS GOVERNING COMMUNICATIONS OR INTELLECTUAL PROPERTY.

YOU ACKNOWLEDGE AND AGREE THAT ANY AND ALL DISCLAIMERS IN THESE TERMS AND THE PROVISIONS OF THESE TERMS REFLECT A FAIR AND REASONABLE ALLOCATION OF RISK BETWEEN APSRC, INC. AND YOU.

### **Right of Modification and Termination**

We may at any time revise the Terms by updating this posting. You are bound by such revisions and should therefore periodically visit this page to review the current Terms. Further, APSRC reserves the right, without notice and for any reason, to remove any content on the Site and to deny access of any user to all or any part of the Site or Services. You may terminate your agreement to these Terms by ceasing to use our Site and Services.

We reserve the right, without notice and for any reason, to remove any Content on the Site, correct any errors, inaccuracies, or omissions in any Content on the Site, change or update any Content on the Site, and to deny access of any user(s) to all or any part of the Site. We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Site and Services (or any part thereof) with or without notice. You agree that we will not be liable to you or to any third party for any modification, suspension or discontinuance of the Site and Services.

### **Applicable Law**

These Terms and the relationship between you and APSRC will be governed by and construed under the laws of the State of Arkansas, notwithstanding the choice of law provisions of the venue where any action is brought, where the violation occurred, where you may be located, or any other jurisdiction. You agree and consent to the exclusive jurisdiction of the state or federal courts located in Little Rock, Arkansas and waive any defense of lack of personal jurisdiction or improper venue or forum non conveniens to a claim brought in such court, except that APSRC may elect, in its sole discretion, to litigate the action in the county or state where any breach by you occurred or where you can be found.

### **General Information**

Any failure by APSRC to enforce any of its rights under the Terms or applicable laws shall not constitute a waiver of such right. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, you, APSRC, and the court shall endeavor to give effect to the intent reflected in that provision, and the remaining Terms provisions shall retain their full force and effect. You agree that no joint venture, partnership, employment, or agency relationship exists between you and APSRC as a result of this agreement or use of the Site and Services. APSRC's performance of the agreement under these Terms is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of APSRC's right to comply with law enforcement requests or requirements relating to your use of the Site and Services or information provided to or gathered by APSRC with respect to such use. If any part of the Terms is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

### **Entire Agreement**

These Terms constitute the entire agreement between you and APSRC with respect to the Site and Services, and the Terms supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and APSRC with respect to the Site and Services. Any rights not expressly granted herein are reserved.

If you have any questions or concerns regarding these Terms of Use or the App, please contact APSRC at:

Email: [help@enrollarkansas.com](mailto:help@enrollarkansas.com)

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