FINALFORMS

AUTHORIZED USER TERMS OF SERVICE AGREEMENT

BC Technologies Company, doing business as FinalForms (“FinalForms”), is the developer and owner of a proprietary Internet-based data management service (“Service”). Among other things, FinalForms collects, processes, formats and stores Student Data, as requested by its clients, which include school districts. Certain data used by FinalForms to provide its Service can be created by and made accessible to Authorized Users, who are designated by such clients. Authorized Users are permitted to establish an Account and input Student Data, as part of the Service. This Authorized User Terms of Service Agreement (“TOS Agreement”) sets forth the contractual obligations that are binding upon an Authorized User’s use of the Service. An Authorized User’s use of the Service constitutes his/her agreement to be bound by the terms set forth in this TOS Agreement. If an Authorized User does not agree to be bound by this TOS Agreement, he/she may not access the Service. Text message program disclosures are set out in Section IX.

I. GENERAL

Authorized User:
An “Authorized User” may be:

> 1) an employee, agent, or representative of a client, the performance of whose job duties on behalf of the client reasonably requires the individual to access the Services, as determined by the client;
> 2) any individual specifically designated by a client; and
> 3) a student of a client, or a participant in an activity organized by a client, as well as his/her parent, guardian, custodian, or other individual, as permitted by the client.

License:
FinalForms grants Authorized Users a non-exclusive, non-transferable, non-sublicensable, limited right to access and use the Service solely for personal and noncommercial purposes.

Limitations:
Authorized Users are solely responsible for all equipment, software, and connections, including the security and privacy of those connections, to the Internet, which is required to gain access to the Service.

Instructions:
Instructions for creating a FinalForms Account (“Account”) and for inputting Student Data into the Service are provided within the Service.

Verification of Accuracy and Completeness of Student Data:
The Service provides features that permit an Authorized User to verify the accuracy and completeness of Student Data. Authorized Users are responsible for the accuracy and completeness of all Student Data.

II. SECURITY AND DATA RIGHTS

Account:
To use the Service, an Authorized User must create an Account. To complete the Account creation process, an Authorized User may be required to provide:

1) His/her legal first and last name;
2) A valid e-mail address; and
3) Any other information about himself/herself, as prompted by the Service's registration form.

Age Restriction:
Children under the age of thirteen (13) are prohibited from becoming Authorized Users or directly providing personal information to FinalForms without the consent of their parents or guardians.

Security:
An Authorized User is solely responsible for maintaining the confidentiality of his/her user identification and password. An Authorized User is solely responsible for all activities that occur in connection with his/her Account. An Authorized User must immediately notify FinalForms of any unauthorized use of his/her Account or other security related breaches of which he/she becomes aware. An Authorized User agrees to access and use the Service in accordance with this TOS Agreement and all applicable local, state, and federal laws and regulations. FinalForms reserves the right to deny or revoke access to the Service, in whole or in part, if FinalForms reasonably believes that an Authorized User is in breach of this TOS Agreement or is otherwise using or accessing the Service in a manner that is inconsistent with the TOS Agreement.

Exporting of Student Data:
FinalForms clients may allow Authorized Users to export Student Data from FinalForms. FinalForms assumes no responsibility for the use, security, or privacy of Student Data once exported from FinalForms.

Financial Information and Billing:
Authorized Users may be required by clients to provide true, accurate, current, complete, and valid financial information for purposes of online billing ("Billing Data"). If an Authorized User supplies Billing Data that is untrue, inaccurate, not current, or incomplete, or if FinalForms reasonably believes or suspects that Billing Data is untrue, inaccurate, not current or incomplete, FinalForms has the right to suspend or terminate his/her status as an Authorized User and/or suspend, discontinue, or terminate the Service or any portion thereof temporarily or permanently with or without notice.

By supplying FinalForms with Billing Data, an Authorized User permits FinalForms to charge the credit card listed in his/her Billing Data for all applicable fees incurred in connection with his/her use of the Service. An Authorized User's Account will specify all charges that have been made. An Authorized User shall notify FinalForms of any changes to his/her Billing Data.

III. PROPRIETARY RIGHTS

FinalForms Materials:
The information and materials provided on or through the Service, including any ideas, know-how, methodologies, processes, content, data, text, logos, graphics, images, photographs, designs, illustrations, charts, graphs, audio and video clips, icons, links, and all modifications and derivative works thereof ("Materials") are exclusively owned by FinalForms, or are licensed for use by FinalForms.

General Restrictions:
Authorized Users shall not do any of the following, or allow a third party to do any of the following:

1) Use the Service for any fraudulent or illegal purpose;
2) Upload, transmit, or otherwise distribute any content that is unlawful, defamatory, harassing, abusive, fraudulent, obscene, contains viruses, or is otherwise objectionable as reasonably determined by FinalForms;
3) Use any robot, spider, other automated device, or manual process to monitor or copy any content from the Service;
4) Resell, duplicate, make derivative works of, reproduce, or exploit any part of the Service without the express written permission of FinalForms;
5) Rent, lease, distribute, or resell the Service, or use the Service for developing a competitor service (or contract with a third party to do so), or remove or alter any of the logos, trademark, patent or copyright notices, confidentiality or proprietary legends, or other notices or markings that are on or in the Service; or
6) Decipher, decompile, hack, delete, augment, alter, disassemble, or reverse engineer any of the software comprising or in any way used or downloaded from the Service.

IV. TERM AND TERMINATION

Term:
This TOS Agreement will commence as soon as an Authorized User accesses the Service, and will continue for the duration of such access and use.

Termination by FinalForms:
FinalForms may terminate an Authorized User's access to all or part of the Service at any time, with or without notice.

V. WARRANTIES

Warranties:
An Authorized User represents and warrants to FinalForms that he/she has the capacity to understand and accept this TOS Agreement. Further, an Authorized User represents and warrants that he/she is not accessing the service through misrepresentation or false identification.

DISCLAIMER:
F I N A L F O R M S , I T S E M P L O Y E E S , R E P R E S E N T A T I V E S , A N D SUBCONTRACTORS, IF ANY, MAKE NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING OR RELATING TO THE SERVICE PROVIDED TO AN AUTHORIZED USER UNDER THIS TOS AGREEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, FINALFORMS SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. THE SERVICE IS PROVIDED “AS IS,” AND “WITH ALL FAULTS.” FINALFORMS DOES NOT GUARANTEE THAT AN AUTHORIZED USER’S ACCESS TO THE SERVICE PROVIDED UNDER THIS TOS AGREEMENT WILL BE UNINTERRUPTED OR ERROR FREE. FINALFORMS DOES NOT GUARANTEE THAT AN AUTHORIZED USER’S INTERNET CONNECTION TO THE SERVICE WILL BE SECURE. FINALFORMS MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE COMPLETENESS OR ACCURACY OF THE STUDENT DATA AN AUTHORIZED USER INPUTS. FINALFORMS DOES NOT WARRANT THAT THE SERVICE WILL BE AVAILABLE AT ALL TIMES.

VI. LIMITATION OF LIABILITY

F I N A L F O R M S , I T S E M P L O Y E E S , R E P R E S E N T A T I V E S , A N D SUBCONTRACTORS, IF ANY, SHALL NOT BE LIABLE FOR ANY LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF OR DAMAGE TO STUDENT DATA, COST OF COVER, DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE, OR USE OF THE SERVICE UNDER THIS TOS AGREEMENT, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORT, INCLUDING NEGLIGENCE, EVEN IF FINALFORMS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, FINALFORMS WILL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY ANY DELAY IN DELIVERY OR FURNISHING ACCESS TO THE SERVICE. BECAUSE THE SERVICE IS PROVIDED TO AN AUTHORIZED USER AT NO CHARGE, FINALFORMS SHALL NOT BE LIABLE UNDER THIS TOS AGREEMENT FOR DAMAGES OF ANY KIND.

VII. INDEMNIFICATION

Parent/Guardian and Student:
FinalForms does not have any responsibility for an Authorized User's acceptance, participation, treatment, or health care. An Authorized User shall indemnify, defend, and hold harmless FinalForms, its employees, representatives, and subcontractors, if any, and defend any action brought against the same with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, arising out of or relating to:

1) Any injury resulting from the use of Student Data;
2) Any claim that Student Data is inaccurate or incomplete;
3) Claims that content or information provided by an Authorized User infringes the intellectual property rights of a third party; or
4) Any non-compliance with or breach of this TOS Agreement.

Authorized User:
FinalForms does not have any responsibility for the use of Student Data by an Authorized User, including, but not limited to sorting, filtering, exporting and printing, and any actions that may occur thereafter. An Authorized User assumes all responsibility for the use of exported data. An Authorized User is solely responsible for all communication, direct or indirect, initiated by the Authorized User using the Service, including, but not limited to notifications, emails, text messages, or phone calls. FinalForms retains records of all Authorized User initiated communication for no less than ten (10) years.

VIII. PRIVACY AND CONFIDENTIALITY

Privacy Policy:
The FinalForms Privacy Policy is applicable to an Authorized User's use of the Service and is incorporated into this TOS Agreement by reference, and is available here (https://www.finalforms.com/wp-content/uploads/2026/02/FinalForms-Privacy-Policy.pdf). The terms of the Privacy Policy may be updated by FinalForms from time to time. Updated FinalForms Privacy Policy terms shall likewise be incorporated into this TOS Agreement by this reference.

X. TEXT MESSAGE PROGRAM (SMS) TERMS

Program:
FinalForms operates the FinalForms Text Alerts program on behalf of the school district that has enrolled you.

Program description:
By providing your mobile phone number and opting in, you agree to receive recurring automated text messages from your school district through FinalForms. These messages include:

- Registration and form completion reminders, signature requests, and physical and athletic eligibility expiration notices
- Athletic and activity event notifications, including schedules, practice and game changes, and participation reminders
- Emergency, weather, closure, and safety announcements

Message frequency:
Message frequency varies.

Rates:
Message and data rates may apply.

Opt-out and help:
Reply STOP to any message to cancel. Reply HELP for help.

Customer support:
support@finalforms.com

Carrier liability:
Carriers are not liable for any delayed or undelivered messages.

Consent is optional:
Consent to receive text messages is not a condition of registration or of any district service.

Minors:
Where a mobile number belongs to a student under 18, consent must be provided by the student's parent or legal guardian.

Privacy:
FinalForms' Privacy Policy is available here (https://www.finalforms.com/wp-content/uploads/2026/02/FinalForms-Privacy-Policy.pdf).

X. MISCELLANEOUS

Waiver and Severability:
Any waiver or modification of this TOS Agreement will not be effective unless executed in writing and signed by the Authorized User and a duly authorized representative of FinalForms. The failure of either party to enforce, or the delay by either party in enforcing, any of its rights under this TOS Agreement will not be deemed to be a waiver or modification by such party of any of its rights under this TOS Agreement. If any provision of this TOS Agreement is held to be unenforceable by a court of law, in whole or in part, such holding will not affect the validity of the other provisions of this TOS Agreement.

Governing Law:
This TOS Agreement will be interpreted and construed in accordance with the laws of the State of Ohio, without regard to conflict of law principles. All disputes arising out of this TOS Agreement shall be brought only in the district and federal courts located in Cuyahoga County, Ohio.

AN AUTHORIZED USER CONSENTS TO PERSONAL JURISDICTION AND VENUE OF THE COURTS, STATE AND FEDERAL, LOCATED IN OHIO.

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