

TERMS OF SERVICE

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Security. ISA utilizes some of the most advanced technology for Internet security available. Secure Socket Layer (SSL) technology protects the data using both server authentication and data encryption, ensuring that the data is secure and only available to the subscribing school or facility. Strict access policies, 128-bit encryption, firewalls, and private secure bandwidth are in use to ensure the highest standards for our security requirements. ISA always ensures our system is compliant with The *Family Educational Rights and Privacy Act* (FERPA) and we have signed the *Student Privacy Pledge*. Our security is constantly being improved. For any questions on our security practices or improvements, please email info@identakid.com.

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MISCELLANEOUS

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Government Use. The Services constitute Commercial Off The Shelf (“COTS”) items as that term is defined in the U.S. Government Federal Acquisition Regulations (“FAR”). Government use rights are limited to those minimum rights required by the appropriate provisions of the FAR.

Export; Terms of Service for Non-U.S. Residents. You shall not export the Services or any part thereof, directly or indirectly, to any country for which the United States requires an export license or other governmental approval. In particular, You acknowledge that the Services or any part thereof, may not be exported or re-exported to, or otherwise used in, any U.S.-embargoed countries or to anyone on the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Department of Commerce’s Denied Persons or Entity List. By using the Services, You represent and warrant that You are not located in any such country or on any such list.

Shipping/Returns. All orders for products are shipped by Fedex ground. Additional charges may apply for shipping to Alaska, Hawaii or outside the United States. Your account must be current in order to receive a shipment from ISA. Any equipment returned to ISA shall be subject to a 15% restocking charge. Customers have the option to pay additional charges to receive shipments faster.

Sales Tax. ISA does not collect sales tax on orders from customers outside the state of FL, except for HI. You are solely responsible for payment of any sales and/or use tax to the applicable state authority.

Governing Law and Arbitration. These Terms shall be governed, construed and enforced in accordance with the laws of the state of Florida, without reference to conflicts of law principles, and You acknowledge sufficient contacts with that forum state. The parties agree that the exclusive jurisdiction of any actions arising out of, relating to or in any way connected with these Terms, shall be in the state or federal courts, as applicable, located in or nearest to Pinellas County, Florida, the location of ISA’s corporate office. Any dispute, controversy or claim arising out of or relating to this Agreement, including the arbitrability of the matter or the formation, interpretation, scope, applicability, termination or breach thereof, shall be referred to and finally determined by arbitration in accordance with the JAMS Streamlined Arbitration Rules and Procedures, or JAMS International Arbitration Rules, if the matter is deemed “international” within the meaning of that term as defined in the JAMS International Arbitration Rules. The arbitration shall be administered by JAMS, shall take place before a sole arbitrator and shall be conducted in Pinellas County, Florida. If the JAMS International Arbitration Rules apply, the language to be used in the arbitral proceedings will be English. Judgment upon the arbitral award may be entered by any court having jurisdiction. This section shall apply to and require arbitration of all disputes, controversies and claims, regardless of whether such disputes, controversies or claims concern a single individual, entity or other person, multiple individuals, entities or other persons, or classes of individuals, entities or other persons.

General. These Terms constitute the entire understanding of the parties and supersede all prior and contemporaneous written and oral agreements with respect to the subject matter hereof. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of these Terms. If one or more of the provisions herein shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforcement of the remaining provisions shall not be affected or impaired. Any inconsistency between these Terms in English and these Terms in any other language shall, to the fullest extent permitted by applicable law, be resolved by

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