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- A description of where the material that you claim is infringing is located on this Platform;
- Your address, telephone number, and email address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or duly authorized to act on the copyright owner's behalf.

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Any communication or other material that you send to us through the internet or post on the Platform by electronic mail or otherwise is and will be deemed to be non-confidential as between you and us, and The IDEAL School shall have no obligation of any kind with respect to such information. The IDEAL School will be free to use, for any purpose, and without compensation due or payable to you, any ideas, concepts, know-how, or techniques provided by you to The IDEAL School through the Platform.

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Decisions based on information or materials contained on the Platform are the sole responsibility of the user, and as consideration for access to the Platform, you will be responsible for any liability to The IDEAL School that arises out of your use of the Platform or your breach of these Terms of Use, and you agree to indemnify and hold harmless The IDEAL School and Related Persons from and against any claims whatsoever and of any nature for damages, losses, and causes of action, including but not limited to actions by third parties against you, The IDEAL School or any of its Related Persons, arising out of or in connection with any decisions that you make based on such information or materials, your use of the Platform, or your violation of these Terms of Use.



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### ***Mobile Terms and Conditions***

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The IDEAL School does not charge for the Text Service, but you are responsible for all charges and fees associated with text messaging imposed by your wireless provider. Message and Data Rates may apply. Text messages may be sent using an automatic telephone dialing system or other technology. Text the single keyword command STOP to cancel at any time. You'll receive a one-time opt-out confirmation text message. For Text Service support or assistance, email us at [ITsupport@theidealschool.org](mailto:ITsupport@theidealschool.org).

You acknowledge that any messages, including any STOP requests, you send to a short code or telephone number we have changed may not be received, and The IDEAL School will not be responsible for honoring requests made in such messages.



The wireless carriers supported by the Text Service are not liable for delayed or undelivered messages. You agree to provide us with a valid mobile number. If you change your mobile phone number, you agree to opt out of the Text Service prior to changing your mobile number.

You agree to indemnify, defend, and hold us and our affiliates harmless from any third-party claims, liability, damages, or costs arising from your use of the Text Service or from you providing us with a phone number that is not your own.

You agree that we will not be liable for failed, delayed, or misdirected delivery of any information sent through the Text Service; any errors in such information; and/or any action you may or may not take in reliance on the information or Text Service.

***Applicable Law, Jurisdiction, and Arbitration***

These Terms of Use shall be governed by the law of the State of New York, without regard to its choice of law rules. Notwithstanding the foregoing, any issue concerning the extent to which any dispute is subject to arbitration or concerning the applicability, interpretation, or enforceability of these procedures, including any contention that all or part of these procedures are invalid or unenforceable, shall be governed by the Federal Arbitration Act and resolved by the arbitrators as provided herein.

YOU AGREE TO RESOLVE BY ARBITRATION ANY CONTROVERSY ARISING BETWEEN YOU AND THE IDEAL SCHOOL AND/OR ANY OF OUR RESPECTIVE CONTROL PERSONS, PREDECESSORS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, ASSIGNS, AND EMPLOYEES.

With respect to the resolution of any such controversy, you further acknowledge that:

- Arbitration is final and binding on the parties.
- The parties are waiving their right to seek remedies in court, including the right to jury trial.
- Pre-arbitration discovery is generally more limited than and different from court proceedings.
- The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.

Any arbitration under this Terms of Use shall be conducted in New York, NY before a panel of three (3) arbitrators pursuant to the Commercial Arbitration Rules of the American Arbitration Association, except to the extent that such rules are modified by this Terms of Use.



Arbitration is initiated by a party serving the other party with a written demand for arbitration or a written notice of intention to arbitrate.

No person shall bring a putative or certified class action to arbitration nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated a putative class action in court or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: the class certification is denied; or the class is decertified; or the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Terms of Use except to the extent stated herein.

**General**

The IDEAL School may assign the Terms of Use in whole or in part at any time without your consent. You may not assign the Terms of Use or delegate any of your obligations under the Terms of Use, and any purported assignment of the Terms of Use in violation of the Terms of Use is void. The Terms of Use constitute the entire understanding, and supersedes all other understandings, between you and The IDEAL School concerning the subject matter hereof.

If you have any questions about these Terms of Use, please contact us at [ITSupport@theidealschool.org](mailto:ITSupport@theidealschool.org).

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