



CATCH.org TERMS AND CONDITIONS

The foregoing are the terms and conditions for organizations subscribing ("Client") to content hosted on CATCH.org and seljourneys.com ("Content").

By making a subscription payment to CATCH® Global Foundation ("CATCH") and accessing Content, Client accepts and agrees to these terms. If CATCH and Client have signed a separate agreement covering this subject matter, that separate agreement shall control.

Client: Crowley ISD

Subscription term: July 1, 2022 – June 30, 2025

Product: CATCH K-8 Health & PE TEKS / CSH Package

Number of schools: 19

TOTAL Cost: \$81,170.85

1. End-User Access. Client may make Content available to its employees including teachers and staff ("End-Users") through CATCH and/or Client's systems. End-Users must accept and abide by the End-User licensing agreement located here: <https://letsqo.catch.org/pages/terms>. Client shall be responsible for its End-Users' adherence to the agreement and their ensure compliance with it in accessing Content.
2. Content Use. Content is to be used for educational purposes only, no resale or other commercial use.
3. Copyright. Client understands and agrees that CATCH and its licensors hold all title and copyright to Content, and that Client's subscription provides a license to use Content during a limited time for a limited set of school personnel. Client shall not circumvent this arrangement in any manner, whether providing access to Content for personnel not covered by its subscription, retaining copies of Content following the end of its subscription period, or any other means.
4. Substitutions. Client accepts and agrees that CATCH may, in its sole discretion, make reasonable additions, deletions, and substitutions to Content at no extra cost to Client, and Client shall have no recourse other than to discontinue use of Content with no pro-rata reimbursement.
5. Non-refundable. Client shall be entitled to a full refund if requested in writing 30 days after the date of its purchase order or payment. After that time, Client's subscription to CATCH.org is non-refundable, regardless of the length of that subscription.

6. No Warranty. CATCH makes no express warranty of its product's merchantability or fitness for a particular purpose.
7. Limited Liability. CATCH's liability under this agreement is limited to the amount paid by Client during the previous twelve (12) months.
8. Insurance. Client shall maintain satisfactory insurance for its employees' complaints against CATCH, and shall indemnify CATCH against them within the limits of law.

CATCH

Client

Printed Name:

Title:

Date:

Printed Name:

Title:

Date: