Terms of Service & Privacy Policy

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This page has been moved over to https://support.goalexandria.com/privacy-policy/#alexandria-tos

COMPanion Corporation

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Licensing

COMPanion Licenses are granted to Customers on a per site/facility basis, with specified license limits on the number of people/patrons and other records retained in your database for each site. Your License may include software add-ons. Licenses may not be transferred without written permission from COMPanion. Your service relies on maintaining your Software Subscription. By using the software you are agreeing to these Terms of Service.

This is a contract. Read this document carefully, as by using COMPanion software you accept all the terms and conditions of these Terms of Service. Unauthorized use of this software or related materials can result in civil damages and criminal penalties.

COMPanion maintains Customer contact information for every license; if the contact information changes for your licenses please notify us ASAP (via email to renewals@companioncorp.com) so you can be sure you won't miss our notifications and communications.

A "**License**" is an agreement for the use of the software alone.

"**COMPanion Services**" or "**Service**" is used to refer to the License, 24/7/365 customer support, and Support Center resources.

"**Software Subscription**" is the time period in which the Service is available. Typically subscriptions run for one or more years. When the subscription expires, some or all of your services may terminate. A current subscription is required to obtain software updates and support.

"**Cloud-Hosted**" is used to describe Service for which COMPanion hosts your server(s) and data.

"**Self-Hosted**" is used to describe Service where Customers host their own server(s) and data.

"**Customer**" is the entity COMPanion has granted Services to.

"**Users**" are authorized users of the Customer's license/services.

"**COMPanion**" is used to refer to COMPanion Corporation.

Cloud-Hosted

Description of Service

COMPanion Cloud-Hosted servers are managed by secure, access-restricted equipment that is protected by backup power, housed in a climate-controlled environment, and connected to the internet via redundant internet connections. All equipment is monitored electronically 24/7, so if a problem does occur, it can be addressed quickly. Equipment modification and upgrades are scheduled during low-use periods and are processed as quickly as possible.

Each Customer's data is stored in a private location separate from the data of other customers. Customer data is archived daily in a private location for each customer, with an additional archive encrypted and stored securely offsite. Daily archives are kept for a minimum of seven (7) days as part of this agreement.

COMPanion respects your Cloud-Hosted data as confidential and will not distribute any of the data contents to a third party without prior written authorization. Any authorized third party with which COMPanion does business guarantees the same expectation of confidentiality.

COMPanion provides a unique customized URL for Customers to access their software services.

Customers are responsible for maintaining access security via proper password management and software configuration.

Customers are responsible for maintaining their Software Subscription. Letting the subscription expire may result in the loss of your data, and reinstatement fees.

It is the customer's responsibility to schedule their subscription renewal date at a time when it can be renewed prior to expiration. We can adjust your renewal date to meet your business needs, or if the unexpected happens, we can extend services for up to 30 days with written notice. Please contact COMPanion Corporation at renewals@companioncorp.com or 800-347-6439 to discuss options for adjusting your renewal date or dealing with unexpected delays with your renewal.

Self-Hosted

Description of Service

COMPanion Self-Hosted servers are managed by our Customers. Customers are responsible for the following:

- Obtaining training on how to host and manage a COMPanion server.
- Hosting the server on hardware that meets the Customer's needs for performance, security, and reliability.
- Maintaining a stable URL for the Customer's users to access the software.
- Updating their COMPanion server at least once per quarter to the latest version of the software.
- Updating their server hardware operating system to stay current on OS security updates and maintain compatibility with COMPanion software.
- Updating their user's browsers to maintain compatibility with COMPanion software.
- Ensuring that customer's data is archived on a regular basis at the server hardware level, and backed up offsite so that customer data can not be lost due to physical damage to the server or backup media.
- **Customers are responsible for maintaining access security via proper password management and software configuration.**
- **Customers are responsible for maintaining their Software Subscription. Letting the subscription expire may result in loss of data, and reinstatement fees.**

It is the customer's responsibility to schedule their subscription renewal date at a time when it can be renewed prior to expiration. We can adjust your renewal date to meet your business needs, or if the unexpected happens, we can extend services for up to 30 days with written notice. Please contact COMPanion Corporation at renewals@companioncorp.com or 800-347-6439 to discuss options for adjusting your renewal date or dealing with unexpected delays with your renewal.

General Terms of Service

1. Licenses from COMPanion.

Subject to the terms of these Terms of Service, COMPanion grants to Customer during the Software Subscription term the non transferable, nonexclusive worldwide right to permit those individuals authorized by Customer or on Customer's behalf ("Users") to use the COMPanion Services and any materials provided or disclosed to Customer by COMPanion or its third-party suppliers ("Third-Party Providers") solely in connection with these Terms of Service, for Customer's own internal business operations. These licenses, materials, and services will thus be referred to as "COMPanion Services" for the remainder of these Terms of Service.

The rights granted to Customer in these Terms of Service are subject to all of the following restrictions:

- (i) the license restrictions that Customer authorizes to access the COMPanion Services shall not exceed the restrictions allowed by the licenses Customer has purchased;
- (ii) licenses cannot be shared or used by more than one institution/site;
- (iii) Customer shall not license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, or otherwise commercially exploit or make the COMPanion Services available to any third party other than an authorized User;
- (iv) Customer shall not modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the COMPanion Services or access the COMPanion Services in order to build a similar or competitive product or service;
- (v) except as expressly stated herein, no part of the COMPanion Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted, or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means;
- (vi) Customer shall not disclose any review of the COMPanion Services to any third party without COMPanion's prior written approval;
- (vii) Customer agrees to make every reasonable effort to prevent unauthorized third parties from accessing the COMPanion Services; and
- (viii) Customer acknowledges and agrees that COMPanion or its Third-Party Providers shall own all right, title, and interest in and to all intellectual property rights (including all derivatives or improvements thereof) in the COMPanion Services and any suggestions, enhancement requests, feedback, recommendations, or other information provided by Customer or any other party relating to the COMPanion Services.

2. Transfer.

You may not rent, lease, or sublicense the software. You may not transfer the software or any rights under this License to another party without written permission from COMPanion. If written permission is given, and the other party reads and agrees to accept the terms and conditions of this License, you must provide them a copy of this License and all written materials accompanying the software. In addition, the new owner must purchase a Software Subscription and pay all transfer fees before the transfer of this License is considered complete.

3. Notice to Government End Users.

If this product is acquired under the terms of a:

- GSA contract—Use, reproduction, or disclosure is subject to the restrictions set forth in the applicable ADP Schedule contract;
- DoD contract—Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c) (1) (ii) of 252.227-7013;
- Civilian agency contract—Use, reproduction, or disclosure is subject to 52.227-19 (a) through (d) and restrictions set forth in the accompanying end user agreement.

4. Copyright and other rights of ownership.

The software is owned by COMPanion and its suppliers, and its structure, organization, and code are the valuable trade secrets of COMPanion and its suppliers. The software is protected by United States Copyright Law and International Treaty provisions. You agree not to modify, adapt, translate, reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the software. You may use trademarks only to identify printed output produced by the software, in accordance with accepted trademark practice, including identification of trademark owner's name. Such use of any trademark does not give you any rights of ownership in that trademark. Except as stated above, these Terms of Service do not grant you any intellectual property rights in the software.

5. Licenses from Customer.

Customer grants to COMPanion and its Third-Party Providers the non-exclusive, worldwide right to use, copy, transmit, and display (a) any data, information, or other materials, provided to COMPanion by Customers and their Users in the course of using the COMPanion Services ("Customer Data") solely to the extent necessary to provide the COMPanion Services to Customer, and (b) any trademarks that Customer provides COMPanion for the purpose of including them in Customer's user interface of the COMPanion Services ("Customer Trademarks").

Customer acknowledges that:

- COMPanion uses Google Analytics in our Web Interfaces to provide information we use to improve our software.
- COMPanion uses Amazon Web Services to exchange data between COMPanion Cloud and Self-Hosted servers, and our Licensing control system(s).
- Our web interfaces use Cookies and other local storage mechanisms to manage user login and configuration. Customers must permit the use of Cookies in order to use our software.

6. Billing and Payment.

Customer agrees to pay for all products and services ordered under these Terms of Service. All fees under these Terms of Service are irrevocable and nonrefundable.

COMPanion's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Customer shall be responsible for payment of all such taxes, levies, or duties, even if such amounts are not listed on an order form/invoice. Customer shall not be responsible for payment of sales or use taxes to COMPanion upon presentation of tax exempt certificate.

All amounts invoiced hereunder shall be due within 30 days of the date of the invoice. If timely payment is not received, additional fees will be assessed and service may be suspended.
COMPanion's suspension of the COMPanion Services based on Customer's failure to make payment shall not excuse Customer from its obligation to make payment(s). In the event Customer's account is 30 days or more past due, any and all unpaid balances shall accelerate and become due and payable, notwithstanding any limitations set forth in Section 10. After payment of the total accelerated amount, Customer shall be entitled to restoration of the COMPanion Services.

7. Term and Termination.

The term of these Terms of Service shall become effective upon Customer's use of the COMPanion Services or invoice for the COMPanion Services, whichever comes first, and shall continue for the period of time set forth in the Software Subscription. Customer's subscription to the COMPanion Services will renew upon Customer's request and payment of the current subscription renewal fees. In the event of any breach of these Terms of Service by either party, the non-breaching party shall have the right to terminate these Terms of Service for cause if such breach has not been cured within 30 days of written notice from the non-breaching party specifying the breach in detail, provided however that if COMPanion is the non-breaching party, COMPanion may immediately suspend Customer's password, account, access to or use of the COMPanion Services during such cure period.

8. Representations & Warranties.

Each party represents and warrants that it has the power and authority to enter into these Terms of Service. COMPanion warrants that (a) it will provide the COMPanion Services and all Services in a manner consistent with generally accepted industry standards, and (b) the COMPanion Services will perform substantially in accordance with the COMPanion Services Materials under normal use.

9. Disclaimer of Warranties.

Except for the express warranties set forth in Section 8 above, COMPanion Services are being delivered to you AS IS and COMPanion makes no warranty as to its use or performance. COMPanion and its suppliers do not and cannot warrant the performance or results you may obtain by using the software or other COMPanion Services. COMPanion and its suppliers make no warranties, express or implied, as to non-infringement of third-party rights, merchantability, or fitness for any particular purpose. In no event will COMPanion or its suppliers be liable to you for any consequential, incidental or special damages, including any lost profits or lost savings, even if a COMPanion representative has been advised of the possibility of such damages, or for any claim by any third party.

COMPanion and its Third-Party Providers hereby disclaim all express or implied representations, warranties, guaranties, and conditions with regard to the COMPanion products, the COMPanion products materials, and related services including but not limited to any implied representations, warranties, guaranties, and conditions of merchantability, fitness for a particular purpose, title and non-infringement, and quality of service. COMPanion and its Third-Party Providers make no representations or warranties regarding the reliability, availability, timeliness, quality, suitability, truth, accuracy or completeness of the COMPanion products or content, or the services or the results client may obtain by using the COMPanion products.

The parties agree that the COMPanion products do not constitute—and shall not be construed as—legal advice. The accuracy of specific information contained within the COMPanion products and may be affected by differing federal and state laws and regulations.

Without limiting the generality of the foregoing, COMPanion and its Third-Party Providers do not represent or warrant that:

- (a) the operation or use of the COMPanion products will be timely, secure, uninterrupted, or error-free;
- (b) the quality of any products, services, information, or other material client purchases or obtains through the COMPanion products will meet client's requirements; or
- (c) the COMPanion products or the systems that make the service available are free of viruses or other harmful components.

Customer acknowledges that neither COMPanion or its Third-Party Providers controls the transfer of data over communications facilities, including the internet, and that the COMPanion products may be subject to limitations, delays, and other problems inherent in the use of such communications facilities. COMPanion is not responsible for any delays, delivery failures, or other damage resulting from such problems.

Except where expressly provided otherwise by COMPanion, the COMPanion products are provided to client on an "as is" basis.

Some states or jurisdictions do not allow the exclusion or limitation of incidental, consequential or special damages, or the exclusion of implied warranties or limitations on how long an implied warranty may last, so the above limitations may not apply to you.

10. Limitation of Liability.

Except with respect to a breach of confidentiality, in no event shall either party or the Third-Party Providers be liable to anyone for any indirect, punitive, special, exemplary, incidental, or consequential damages, or for any damages for loss of data, revenue, profits, use, or other economic advantage, arising out of, or in any way connected with COMPanion Services, including but not limited to the use or inability to use the COMPanion products/services, regardless of cause, whether in an action in contract or negligence or other tortious action, even if the party from which damages are being sought or the Third-Party Provider have been previously advised of the possibility of such damages.

11. Confidential Information.

Each party may have access to information that is confidential to the other party ("Confidential Information"). Confidential Information shall include any information that is clearly identified in writing at the time of disclosure as confidential, as well as any information that, based on the circumstances under which it was disclosed, a reasonable person would believe to be confidential. A party's Confidential Information shall not include information that:

(i) is or becomes a part of the public domain through no act or omission of the other party;

(ii) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party;

(iii) is lawfully disclosed to the other party by a third party without restriction on disclosure;

(iv) is independently developed by the other party without use of or reference to the other party's Confidential Information; or

(v) is public record pursuant to Customer's state law.

The parties agree to use all reasonable care to prevent disclosure of the other party's Confidential Information to any third party. Notwithstanding the foregoing, Customer acknowledges and agrees that COMPanion may disclose Customer's Confidential Information to its Third-Party Providers solely to the extent necessary to provide COMPanion Services, provided that COMPanion has a non-disclosure agreement in place with such Third-Party Provider. These Terms of Service constitute the entire understanding of the parties and supersedes all prior or contemporaneous agreements, representations, or negotiations, whether oral or written, with respect to Confidential Information.

12. Family and Educational Rights and Privacy Act of 1974 (20 U.S. C. 1232g ("FERPA").

COMPanion Corporation acknowledges that certain information pertaining to students may be contained in records hosted by COMPanion Corporation and that this information can also be confidential by reason of FERPA. Customer assumes sole responsibility for complying with all applicable state and federal laws regarding student privacy, including the federal Family Education and Privacy Act (FERPA). COMPanion Corporation warrants that it will not use any information from students' accounts for any purpose other than servicing the Customer's subscription, and that it will not disclose such information to any third party except as (a) permitted or required by these Terms of Service, (b) required by law, or (c) otherwise authorized by Customer in writing.

13. Children's Online Privacy Protection Act ("COPPA").

COMPanion does not knowingly solicit or collect any personally identifying information from children under the age of 13 through the COMPanion products. The contents of records maintained in the system are under the control of and are the sole responsibility of the client.

COMPanion cannot make the same claim on behalf of any third-party site that may be located through COMPanion Services. Customer therefore agrees to inform and educate patrons under the age of 13 that they should not provide any personally identifying information on any third-party sites without the direct involvement and verifiable consent of their parents.

14. Customer’s Responsibilities.

Customer will comply with all applicable local, state, national, and foreign laws, treaties, regulations, and conventions in connection with its use of the COMPanion Services, including without limitation those related to data privacy, international communications, and exportation of technical or personal data from locations other than the location from which COMPanion controls and operates the COMPanion Services. Customer will ensure that any use of the COMPanion Services by Customer’s Users is in accordance with these Terms of Service, to which Customer and all Users hereby agree to be bound.

15. Communications.

Use of COMPanion products indicates the Customer’s agreement to receiving email, phone, fax, and written communications from COMPanion and its representatives. COMPanion may give notice by means of:

- a general notice on the user interfaces;
- notices specific to Customer by electronic mail to Customer’s email address on record in COMPanion’s account information; and
- written communication sent by first class mail or pre-paid post to Customer’s address on record in COMPanion’s account information.

Customer may give notice to COMPanion at any time by letter sent by confirmed facsimile to COMPanion, fax number 801-943-7752, or by letter delivered by first class mail or pre-paid post to COMPanion at the address set forth herein. All notices shall be deemed to have been given two days after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending by confirmed facsimile, email, or display in the COMPanion interfaces or Support Centers.

16. Sex Offender Records (SOR) and Criminal Background Check Services (CBC) are consumer reports as defined under the Federal Credit and Reporting Act (FCRA.)

For Customer Services that include SOR and CBC the following restrictions apply:

The CBC and SOR services are only permitted for screening people in your COMPanion Services database, such as Visitors, Volunteers, Vendors, etc. and can only be used for such permissible purposes. Further, the data is subject to the State Data Source Requirements (DSR) and future restrictions as required from time-to-time from our data providers. Customer certifies that the use of the licensed data is in compliance with all DSR and for a lawful purpose, taking into account all Applicable Laws.

Please be advised that many people share the same or similar names, and the same date of birth. Name and Date of Birth are not sufficient to establish identity and it’s up to the Customer to use additional information to firmly establish identity before making decisions based upon this data. As an employer relying on a third party to run background checks, you must follow the Federal Fair Credit Reporting Act (FCRA). If the provided data is challenged, COMPanion has a procedure to dispute or explain an inaccurate report. See http://www.keepntrack.com/FCRA for further information.

The SOR & CBC data is provided on an “as is” and “as available” basis. COMPanion and its data providers make no representations or warranties, express or implied, with respect to the SOR & CBC data and disclaim any express or implied warranties with respect thereto. Without limiting the foregoing, COMPanion and its data providers do not guarantee or warrant the accuracy, timeliness, completeness, currentness, merchantability, non-infringement, or fitness for a particular purpose of the SOR & CBC data and shall not be liable for any loss or injury arising out of or caused in whole or in part by use of the SOR & CBC data.

Customer shall indemnify, defend, and hold harmless COMPanion and its data providers, from and against any and all liabilities, damages, losses, claims, costs, fees, and expenses (including but not limited to reasonable attorney and expert witness fees and expenses) arising out of or related to Customer’s use of the SOR & CBC data obtained from COMPanion. Customer acknowledges and agrees that COMPanion’s data providers are a third party beneficiary of the provisions of this section, with right of enforcement.

17. Authentication services.

Google Authentication

Alexandria's use and transfer to any other app of information received from Google APIs will adhere to the Google API Services User Data Policy, including the Limited Use requirements.

Authentication Services

We allow End Users with certain third-party accounts to authenticate on the Services using those third-party accounts. We support the OAuth standard and will use the OAuth standard to facilitate End Users' use of the Services to upload their data from their respective contact management provider whenever possible. Use of the Service with respect to third-party contact management providers that support the OAuth standard does not require Alexandria to have access to, and Alexandria will not in fact have access to, your End Users' passwords in such instances. Alexandria may request End Users' credentials for certain third-party contact management providers in order to complete the upload of any information from any source that does not support the OAuth standard. When we request this information from a third-party contact management service or use the OAuth standard to facilitate authentication with a third-party contact management service, we receive certain End User Content, namely registration or basic profile information from that third-party service and other information that your End Users may authorize. This information enables us to authenticate the End User on that third-party service and improve the Services. The information we receive depends on which communication services the End User authorizes and any options that are available. End Users should always review, and if necessary, adjust your privacy settings on third-party websites and services before linking or connecting them to our Services.

Third Party Communication Services

We may also receive information from third-party services to communicate with people on the End User's accord. These communications will only ever be initiated by the End User. Alexandria will never attempt to communicate using the End User's credentials without explicit permission. These communications pertain to the End User's needs.

Third Party Analytics Services

We may also receive information from third-party services to help us better understand you and how you use our Services.

End Users

We also process information about our End Users, on behalf of our Users and in accordance with our user agreements. Typically, the information we receive from an End User may include the End User's email address and permission to use the End User's email server to send emails. For clarity, Alexandria only collects the minimum amount of personal data necessary for it to perform its obligations under its Terms of Service with its respective User Accordingly, any personal data about an End User is only stored on secure, separated databases for the requesting customer. The data about an End User that remains within the application is limited to their email address and refresh token. This data is stored on the user's secure database, located in COMPanion Corporation's cloud. This data is not made accessible to any other third party.

18. General provisions.

Any action related to these Terms of Service will be governed by Utah law and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply. Any disputes, actions, claims, or causes of action arising out of or in connection with these Terms of Service or the COMPanion Services shall be subject to the exclusive jurisdiction of the state and federal courts located in Utah.

These Terms of Service will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. You agree that the software will not be shipped, transferred, or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions, or regulations.

If any part of these Terms of Service is found void and unenforceable, it will not affect the validity of the balance of these Terms of Service, which shall remain valid and enforceable according to its terms.

These Terms of Service, together with any applicable Order Form(s), represents the parties' entire understanding relating to the use of the COMPanion Services and supersedes any prior or contemporaneous, conflicting or additional, communications. COMPanion reserves the right to change these Terms of Service or its policies relating to the COMPanion Services at any time, and such changes will be effective upon publication. Customer's continued use of the COMPanion Services after any such changes shall constitute Customer's consent to such changes.

If any provision of these Terms of Service is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.

No joint venture, partnership, employment, or agency relationship exists between COMPanion and Customer as a result of these Terms of Service or use of the COMPanion Services. Customer may not assign these Terms of Service without the prior written approval of COMPanion. Any purported assignment in violation of this section shall be void. COMPanion reserves the right to use Third-Party Providers in the provision of COMPanion Services, COMPanion Services Materials, or related services hereunder. The failure of either party to enforce any right or provision in these Terms of Service shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing.

Any rights not expressly granted herein are reserved by COMPanion.

ACKNOWLEDGEMENT

These Terms of Service contains the entire agreement of the parties and supersedes all proposals or prior agreements both oral and written, and all other communications between the parties relating to the subject matter of these Terms of Service. COMPanion reserves the right to update this document at any time and without prior notice.

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