

Engage2Serve Product Privacy Policy

e2s is provided by Engage2Serve, Inc. This Privacy Policy explains our practices regarding the collection, use, disclosure, and protection of personal information that is collected through our website and our mobile application(s) (collectively, our “Service”), as well as your choices regarding the collection and use of information. Capitalized terms that are not defined in this Privacy Policy have the meaning given them in our Terms of Use. Please be sure to read this entire Privacy Policy before using or submitting information with e2s.

e2s products caters to different type of education institutions and for the benefit of the readers, the document will use “School” as a term referring to Schools, Colleges and Universities.

This Privacy Policy is incorporated into the e2s Terms of Use by reference. In addition to reviewing our Privacy Policy, you should also read the e2s Terms of Use. Your use of the e2s Service constitutes your agreement to the e2s Terms of Use and to this Privacy Policy.

“You” or “your” means a User of the Service. An “Individual User” as used in these Terms may be a teacher or school administrator using the free e2s Service. Where applicable, “you” or “your” also means a school or school district/board or other educational institution otherwise known as an “Enterprise User” using the subscription e2s Service, with whom the User is associated either as a student, teacher, school or district/board administrator, or parent of a student and is authorized by the Enterprise User to use the Service (an “Authorized User”). The term “User(s)” as used herein will refer to all users of the Service: Individual Users, Authorized Users, and Enterprise Users. In this Privacy Policy, we use the term “School” to refer to teachers, principals, school districts/boards, school administrators and any other User acting on behalf of an educational institution, regardless of whether the User is an Individual User or an Enterprise User.

At e2s, data security and user privacy are our number one priority. The following core principles guide our decisions around data, security, and technology:

e2s collects, stores, processes and shares student personal information only for the purposes of providing our Service, or as authorized by a school or a parent

e2s does not own the content or data collected from a district, school board, school, teacher, parent or student. Users own their content and data

e2s does not sell, use or share student personal information or content for marketing or advertising purposes, unless with explicit parental consent

e2s does not use student data for targeted advertising purposes

e2s will maintain a comprehensive data security program designed to protect the types of student data maintained by E2s

e2s will delete or de-identify student personal information at the direction or request of the school

e2s will clearly and transparently disclose our data policies and practices

We will not make any material changes to our Privacy Policy or Terms of Service that relate to the collection or use of student personal information without first giving notice to the school or parent and providing a choice before the student personal information is used in a materially different manner than was disclosed when the information was collected.

If you have any questions, please contact us at support@engage2serve.com.

Contents

What is Personal Information?	4
How We Collect Information	4
Information about Schools, College and Universities.....	4
Information about Parents and Guardians	4
Information about Students	5
Information we collect from Third Party Services and Social Media Sites	5
Information Collected Through Technology	6
How e2s uses and shares Information About You.....	6
How e2s Shares and Uses Student Data	8
Communications	8
Communication with Students	9
Calling Services.....	9
Links to Other Websites.....	10
Our Security and Data Storage Practices	10
Control, Access, and Deletion of Personal Information.....	10
Keeping information safe.....	11
Privacy Policy Changes with Respect to Student Data.....	11
Children’s Privacy.....	11
Service Availability and Development	12
Our Privacy Policy Will Change Over Time.....	12
Usage Policy	12
Intellectual Property Rights	14
Warranties and Liability.....	15

What is Personal Information?

Personal information is information that can identify a specific individual, such as a name, address, telephone number, email address, or other account number, and other information linked to that personal information. Personal information does not include “aggregate” information. Aggregate information is data we collect about a group or category of products, services or users, from which individual user identities have been removed. In other words, information about how you use a service may be collected and combined with information about how others use the same service. Aggregate data helps us understand trends and our users’ needs so that we can better consider new features or otherwise tailor the E2s Service.

How We Collect Information

We collect personal information in many ways from college data feeds, integrations and data generated by college on e2s and data collection from social media sites and third-party providers associated with the college using services authorised by the college.

Information about Schools, College and Universities

We ask for certain information when a teacher, principal, school district/board or school administrator (collectively, “School”) registers for a e2s account or corresponds with us online, which may include, but is not limited to, first and last name, email address, profile picture, user name and password, and any additional personal information you voluntarily provide in your e2s profile, which could include, but is not limited to, your school name and location, what grade level and subject matter you teach, your position within the school, and the type of devices your students use (collectively, “School Data”). We may also collect School Data if the School sends us a message or responds to emails and surveys. Once the School has an account, we collect content and information provided by the School through the School’s use of the Service, which could include class rosters, parent contact information, assignments and classroom content, photos, images, video and any other content the teacher or Authorized Users posts to the Service. We use this information to operate, maintain and provide the features and functionality of the Service, to analyze and improve our Service offerings and functionality, and to communicate with our Schools and users.

Information about Parents and Guardians

We ask for certain Information when a parent or guardian (referred to herein as a “parent”) registers for a e2s account, which may include information such as first and last name, email address, profile picture, user name and password, and any additional information the parent voluntarily provides, which could include, but is not limited to the name and location of your child’s school and what your relationship is with the child (parent, grandparent, guardian etc.). We may collect other personal information you provide to the Service, such as your email address and your child’s teacher’s name

and email address if you request that we invite the teacher to check out our Service. We use this information to operate, maintain and provide the features and functionality of the Service, to analyze and improve our Service offerings and functionality, and to communicate with you.

Information about Students

e2s provides the Service to Schools to facilitate School and parent engagement and create personalized learning portfolios. Through the provision of this Service to a School or parent, we may collect or have access to personal information about students (“Student Data”) that is provided by the School, parent or by the student. The type of information we collect will depend on how the School, parent or student uses the Service, but could include the student’s first and last name, email address, profile photo, class assignment data, and another classroom content. Some Schools set up the Service to permit a student to log into a student account. Only students who have been invited and authorized to use the Service by a School may register as a “student” for a e2s account and use the Service.

We consider Student Data to be highly confidential and use this data solely to provide our Services to the School and to the parent, and in limited ways, for our internal purposes in accordance with our Terms of Service or specific agreements with Schools. Our collection, use, and disclosure of Student Data is governed by our Terms of Service and/or any other agreement with the School, in the U.S. by the provisions of the Family Educational Rights and Privacy Act (FERPA) and applicable state laws, and by other applicable Canadian, U.S. and international laws relating to the collection and use of personal information of students. If you have any questions about our collection and use of Student Data, please contact us at care@e2s.com. If you have any questions about reviewing, modifying, or deleting the personal information of a student, please contact your educational institution directly.

See “How E2s Shares Information with Others” below for more information on the limited ways in which we share School Data and Student Data. See “Children’s Privacy” below for more information about how we collect and use the personal information of children under 13.

Information we collect from Third Party Services and Social Media Sites

We may collect information about you from third party services that you connect to our Service. For example, if you use a single-sign on like Google Apps for Education to access your e2s account, we may receive certain information from that third-party application. We may also receive information about you if you interact with us through various social media, for example, by following us on Twitter or liking us on Facebook. The data we receive is dependent upon your privacy settings with the social network. You should always review, and if necessary, adjust your privacy settings on third-party websites and services before linking or connecting them to the Service.

Information Collected Through Technology

Like most websites and online services, we automatically collect certain types of usage information when you visit our website or use our Service. This information is typically collected through cookies, log files, web beacons, and similar tracking technology (collectively, “cookies”). These cookies collect information about how you use the Service (e.g., the pages you view, the links you click, and other actions you take on the Service), information about your browser and online usage patterns (e.g., Internet Protocol (“IP”) address, browser type, browser language, referring / exit pages and URLs, pages viewed, whether you opened an email , links clicked), and information about the device(s) you use to access the Service (e.g., mobile device identifier, mobile carrier, device type, model and manufacturer, mobile device operating system brand and model, and, depending on your mobile device settings, your geographical location data at the city, state, or country level). We may also collect analytics data, or use third-party analytics tools, to help us measure traffic and usage trends for the Service. Although we do our best to honour the privacy preferences of our visitors, we are not able to respond to Do Not Track signals from your browser now.

Cookies allow us to provide you with a better User experience. For example, we use or may use the data collected through cookies to: (i) remember information so that you will not have to re-enter it during your visit or the next time you visit the site, and (ii) provide custom, personalized content and information. Cookies also allow us to analyze, improve and protect our Service and our Users. For example, we may also use Cookies to: (a) provide and monitor the effectiveness of our Service; (b) monitor aggregate metrics such as total number of visitors, traffic, usage, and demographic patterns on our website and our Service; (c) diagnose or fix technology problems; (d) investigate fraud or misuse of the Service and (e) otherwise to plan for and enhance our Service. Most browsers automatically accept cookies as the default setting. You can modify your browser setting to reject cookies or to prompt you before accepting a cookie from the sites you visit by editing your browser options. Depending on your mobile device, you may not be able to reject cookies. If you decide not to accept our cookies, you will still be able to access those parts of the E2s Service available to the general public but you may not be able to use some of the network’s features or services, and you may have a less satisfactory experience.

How e2s uses and shares Information About You

We share data within the Service as needed to perform the Service. For example, Student Data will be shared between and among the School Users and parent(s) as well as with others who have been authorized to access the content for an educational purpose. Sharing within the Service will depend on the settings and functionality selected by the School. e2s only shares personal information with

third parties in limited circumstances, described below. We will never share or sell Student Data with third parties for marketing purposes.

e2s uses and shares your personal information in the following ways:

With consent. We share information with consent and at the direction of schools and parents. A User may direct e2s to share specific information with another individual, for example, if a teacher directs e2s to send a communication to a parent, or an Enterprise User may be able to control data sharing functionality for all User accounts within that school district/board or school system. Parents should contact their child's School with any questions about School-authorized data sharing functionality.

With our trusted vendors and third-party service providers. We may share personal information with certain trusted vendors, third party service providers and individuals to perform tasks on our behalf, but strictly for carrying out their work for us, which may include business development, software design, hosting, customer support, accounting, and other similar services. Personal information will be shared with these third parties as reasonably needed to perform their services to us, and under reasonable confidentiality terms.

We may share information with other companies owned by or under common ownership with e2s. These companies will use your personal information in the same way as we can under this Privacy Policy.

Aggregate Data. We will share information in an aggregated and/or anonymous form that does not reasonably identify you directly as an individual. For example, we may share aggregate data with other students, parents or Schools to display statistical data related to students in a classroom, school, district/board, or geographic location. We may also use aggregate or anonymized data to study and improve our Service, user functionality, and product offerings.

We may disclose your personal information as required or authorized by law or subpoena or if we have a good faith belief that disclosure is necessary to (i) comply with the law or a judicial proceeding, court order, or legal process served on us; (ii) to comply with or the lawful request of law enforcement; (iii) to enforce or apply our Terms of Service or other agreements or to protect the security or integrity of our Service; and/or (iv) to exercise or protect the rights, property, or safety of e2s, our employees, our Users, or others.

If e2s or some or all of its assets were acquired or otherwise transferred to a third party in the course of a company transaction, such as a merger, sale of company assets or shares, reorganization, financing, change of control, bankruptcy or other corporate event, the personal information of our users may be transferred to or acquired by a third party, but only if such third party agrees to be

subject to the same commitments set forth in this Privacy Policy with respect to user personal information. If the transaction involves the transfer of Student Data to a third party, we will provide you with notice and an opportunity to opt-out of the transfer of Student Data by terminating your account before the transfer occurs.

How e2s Shares and Uses Student Data

In addition to the actions described above, E2s may facilitate the sharing of Student Data with third parties through the Service, though only when instructed and authorized to do so on behalf of the School or parent. We will use personal information about Students to provide the E2s Service and permit data sharing among Users authorized to view and access the Student Data. The teacher will be able to collect, review, and edit information about all the students in the classroom. A school principal, school or district/board administrator, or other individual authorized by the School to view and access student accounts, may be able to view and access all activity and content associated with the student accounts associated with the school or district/board. Each student and his or her parent will only have access to view or submit information relative to that particular student. Neither students (nor their parents) will be able to view or otherwise access the personal information of other students, unless it is provided to that student account by the School (for example, a class photo and class roster containing the names and photos of other students may be added by a teacher to a student account). Except for the circumstances noted above, e2s shares student data only for purposes of providing the educational service to and at the direction of Schools and parents. If you have any questions about how e2s uses or shares Student Data, please contact us at support@engage2serve.com or discuss this with your child's School.

Communications

As part of our Service, we may use your information to communicate with you about your account or transactions with us, or send you information about Service updates, newsletters, or promotional materials. You acknowledge that by using the Service, e2s and our trusted third-party business partners working on our behalf may send you email or engage in other communications with you. You can unsubscribe from these emails by clicking on the "unsubscribe" button within the body of the email. Please note that you are not permitted to unsubscribe or opt-out of non-promotional messages regarding your account, such as account verification, changes or updates to features of the Service, or technical or security notices.

When you provide an email address to invite a friend or colleague or other contact to join the Service, we will use this information to send the invitation, and we may send 1-2 reminder emails if we have not received a response. From time to time, we may also send these individuals email communications

letting them know more about e2s and our Service. The recipients may unsubscribe from these emails by clicking on the “unsubscribe” button within the body of the email at any time or by contacting us at support@engage2serve.com

Communication with Students

We use Student Data to facilitate the sending of communications via the e2s Service from the School, student, and parent. We send these communications only on behalf of, and at the direction of the School or parent. In limited circumstances, we may also send the student notifications from e2s regarding the student’s account and use of the e2s Service, but e2s will never use Student Data for advertising or marketing purposes without consent. Please note that all Users who have been authorized to have access to a student’s account, which could include a parent, school administrator, teacher and/or other User, may be able to view activity and content associated with such student account, including the content of communications.

Calling Services

You agree to use the E2s Services in accordance with all applicable guidelines as well as all state and federal laws that the Services are subject to.

E2s only provides that the Services are processed correctly and delivered by E2s to the applicable network. E2s is not responsible for the final delivery of any communication initiated through E2s’s Services, as this is out of our control and is the responsibility of the communications carrier.

E2s transmits and receives text messages and voice broadcasts via major telecommunications companies and mobile network operators, and thus E2s’s influence over the timing of the transmission of your messages and broadcasts is within the technical constraints imposed upon E2s. While E2s shall use commercially reasonable efforts to transmit your messages and broadcasts to the applicable network for final delivery to your designated recipients as fast as possible, we cannot commit to, and do not guarantee, a specific maximum delivery time. Such times depend on various network and system-related factors among the various entities involved in the transportation of your messages and broadcasts across the public switched telephone network and/or Internet. You should know that communications carriers assign text messages and voice broadcasts with a default lifetime and any message or broadcast that cannot be delivered successfully within the lifetime assigned to it will be discarded by the communications carrier without any notice. E2s is not liable for any loss incurred by the failure of a message or broadcast to be delivered, and you acknowledge that damages for financial or other loss resulting from delivery failure cannot be claimed from E2s for any such non-deliveries. Furthermore, you agree that message and broadcast contents are deemed to have zero value.

[Links to Other Websites](#)

The e2s Service and our email communications may contain links to other websites or services. Any personal information you provide on the linked pages is provided directly to that third party and is subject to that third party's privacy policy. Except as described above, we are not responsible for the content or privacy and security practices and policies of websites to which we link. Links from the e2s Service to third parties or to other sites are provided for your convenience. We encourage you to learn about their privacy and security practices and policies before providing them with personal information.

[Our Security and Data Storage Practices](#)

E2s cares about the security of your personal information and uses commercially reasonable physical, administrative and technological safeguards to preserve the integrity and security of all information we collect and that we share with our service providers. Our employees and contractors are bound to uphold the provisions in this Privacy Policy, and violators will be subject to disciplinary action, up to and including termination and further legal action. We maintain physical, electronic, and procedural safeguards that are designed to protect our Users' personal information. We use internet security best practices to transfer Personal Information. Other security safeguards include but are not limited to data encryption, firewalls, and physical access controls to buildings and files. You can help protect against unauthorized access to your account limiting access to your computer and browser by signing off after you have finished accessing your account.

By using this Service, you consent to the transfer of your personal information to Canada in accordance with this Privacy Policy. You understand that your personal information will be subject to the laws of Canada, which may be different from those of your country of residence.

For Canadian users, we store and process your personal information in full compliance with the British Columbia Personal Information Protection Act (PIPA), the Canada Personal Information Protection and Electronic Documents Act (PIPEDA), and provincial Freedom of Information and Protection of Privacy Acts (FOIPPA).

For United States Users, we store and process your personal information in compliance with FERPA, state laws relating to student data privacy, and other applicable U.S. law.

[Control, Access, and Deletion of Personal Information](#)

You may access, update or correct your personal information at any time by logging into your account. If you are a School, you may access, update and correct the personal information contained in any account under your control by logging into your account. Parents may request to access, correct and

update a student's personal information, but these requests may require the School's authorization to update or delete information contained in active School accounts.

We retain your personal information, including E2s content, for as long as the account is covered by an active subscription or license as described in our Terms of Service, or until we receive a request to delete such information.

When a E2s student portfolio is no longer in active use by a School, the portfolio will be archived in "read-only" format. Archived portfolios are maintained to provide parents indefinite access to the student's work, and parents and students can access such data at any time. E2s maintains this information only for the benefit of the parent and student. E2s may continue to send email communications to the parent and student until we receive an unsubscribe request or until the account has been deleted. If the account is no longer covered by a School license, E2s will delete archived accounts, including the personal information and Content associated with such accounts, after a period of dormancy.

In case of expiry or termination of School License, all data are retained for a period of (30) days for the schools to download. Post the (30) Day period all data would be destroyed for further use as per the deletion policy. We may maintain aggregate or de-identified data in a form that does not reasonably identify a particular individual, for our internal use or analytic purposes.

Keeping information safe

e2s maintains strict administrative, technical and physical procedures to protect information stored in our servers. Access to information is limited (through user/password credentials and two factor authentication) to those employees who require it to perform their job functions. We use industry-standard Secure Socket Layer (SSL) encryption technology to safeguard the account registration process and sign-up information.

Privacy Policy Changes with Respect to Student Data

We will use our best efforts to provide at least 30 days-notice of a Privacy Policy change that may involve collecting, using, storing, or sharing Student Data in a materially different way than was disclosed in our previous Privacy Policy, so that you have sufficient time to evaluate the change in practice. If you do not choose to accept the changes, you may opt-out by deleting your account before the changes take effect. You may request previous versions of this Privacy Policy by contacting us at support@engage2serve.com.

Children's Privacy

E2s does not knowingly collect personal information through the E2s Service from a child under 13 unless and until a School has appropriate consent and authorization for a student under 13 to use the

Service and for E2s to collect information from such student. Please contact us at care@e2s.com if you believe we have inadvertently collected personal information from a child under 13 without proper consents so that we may delete such information as soon as possible.

Service Availability and Development

The E2s service is under continuous development and testing. The E2s service may contain bugs and other errors that could adversely affect the use or performance of the E2s service. Issues or errors of this nature may impact our ability to comply with this privacy policy.

Our Privacy Policy Will Change Over Time

Because we continue to develop the E2s Service and take advantage of technologies to improve the services we provide, our policies will change over time. We will note the effective date of the policy at the bottom of this page, and you should review this page periodically for any changes. If we make any material changes in the way we use personal information, we will attempt to notify registered users by sending an email to the user's registered email address and posting a notice on our website homepage and login page. It is your responsibility to check for updates to the Privacy Policy and to delete your account if you do not agree to such changes, as any such update shall be effective even if you do not receive notice of such update. Your continued access and use of the E2s Service will constitute your acceptance of any changes or revisions to our Privacy Policy.

Usage Policy

You represent and warrant that the owners of the phone numbers you provide to E2s, to which outbound messages and broadcasts are transmitted through the Services, have consented or otherwise opted-in to the receipt of such messages and broadcasts. You agree that you will adhere to the Consumer Best Practices Guidelines promulgated by the Mobile Marketing Association. You further agree that any individual requesting "Do-Not-Call" ("DNC") status shall immediately be placed on your DNC accounts list and removed from your list of approved contacts used with the E2s Services and the E2s Sites.

You agree to familiarize yourself with and abide by all applicable local, state, national and international laws and regulations and are solely responsible for all acts or omissions that occur under your account, including without limitation the content of the messages and broadcasts transmitted through the E2s Services. Without limiting the foregoing, you agree to familiarize yourself with the legalities of any messages, calls, broadcasts, and campaigns transmitted through the E2s Services by visiting the following websites:

Federal Trade Commission, <http://www.ftc.gov>

Federal Communications Commission, <http://www.fcc.gov>

DoNotCall Registry Info, <http://www.donotcall.gov>

The Telephone Consumer Protection Act (“TCPA”), the Federal Trade Commission, the Federal Communications Commission, the DNC list registry rules (<http://www.donotcall.gov>) and various state laws, rules and regulations place restrictions on certain types of phone calls and text messages. E2s is in no way attempting to interpret any laws, rules, or regulations. This information is provided merely as a courtesy and is not intended to replace your responsibility to familiarize yourself with and abide by the legal requirements pertaining to your messages, broadcasts and campaigns prior to using the E2s Sites or Services. You are ultimately responsible to make your own informed decisions regarding your messages, broadcasts, and campaigns.

You shall schedule campaigns responsibly and in a manner, that is courteous to the recipients pursuant to local, state, national, and international calling time rules and regulations. You are solely responsible for obtaining any rights or licenses to any data, including without limitation sound files, for inclusion in any outbound messages, broadcasts, and campaigns. If you are unfamiliar or unclear on the legalities of any message, broadcast or campaign, you must consult with your attorney prior to your use of the E2s Sites or Services.

You accept that the Services are provided for professional use only, and you agree that your use of the E2s Sites or Services shall not include:

Sending unsolicited marketing messages or broadcasts (i.e. spam);

Sending any calls to life-line services, such as hospitals, fire, police, 911 or utility- related telephone numbers;

Using strings of numbers as it is unlawful to engage two or more lines of a multi-line business;

Harvesting, or otherwise collecting information about others, without their consent;

Misleading others as to the identity of the sender of your messages or broadcasts, by creating a false identity, impersonating the identity of someone/something else or by providing contact details that do not belong to you;

Transmitting, associating or publishing any unlawful, racist, harassing, libellous, abusive, threatening, demeaning, immoral, harmful, vulgar, obscene, pornographic or otherwise objectionable material of any kind;

Transmitting any material that may infringe upon the intellectual property rights of third parties including trademarks, copyrights or other rights of publicity;

Transmitting any material that contains viruses, trojan horses, worms, time bombs, cancel-bots or any other harmful/deleterious programs;

Interfering with, or disrupting, networks connected to the Services or violating the regulations, policies or procedures of such networks;

Attempting to gain unauthorized access to the Services, other accounts, computer systems or networks connected to the Services, through password mining or any other means;

Interfering with another's use and enjoyment of the Services or E2s Sites; or

Engaging in any other activity that E2s believes could subject it to criminal liability or civil penalty/judgment.

You agree to provide legal contact information in any outbound campaign within the initial greeting message. You further agree that E2s is, under no circumstances, responsible for the contents and/or accuracy of your messages or broadcasts and E2s will only transmit them on a basis of good faith that you use the Services in accordance with these Terms. You will provide your own sound files for all outbound campaigns. E2s will not be liable for any misuse of the Services by you. E2s is not responsible for the views and opinions contained in any of your messages or broadcasts.

Customer will not purposely route calls to high cost non-RBOC (Regional Bell Operating Company) areas for origination or termination of telecommunications traffic on the E2s system. Calls may be monitored and reported upon each billing cycle to ensure sound traffic patterns. Excessive routing of high-cost calls will be addressed to customer by E2s and fines may be assessed to recover excess charges from E2s VoIP termination companies.

Intellectual Property Rights

You agree that E2s owns all rights to the code, databases, visual-design and layout of the Service.

E2s claims no intellectual property rights over the material you provide to the Service. Your profile and materials uploaded remain yours.

You may not use any robot, spider, other automated device, or manual process to monitor or copy any Content from the Service.

You may not resell, duplicate or reproduce or exploit any part of the Service without the written consent permission of E2s.

You may not duplicate, copy, or reuse any portion of the visual design or layout of the Service without the written consent permission of E2s.

Warranties and Liability

YOUR COLLEGE/UNIVERSITY, NONPROFIT AND/OR END USER IS LIABLE FOR ALL CALLS ORIGINATING FROM YOUR ACCOUNT.

E2s does not warrant that:

the Service will meet your requirements or expectations.

the Service will be uninterrupted, timely, secure, bug or error-free.

the calculations performed by the Service are accurate.

any errors or bugs in the Service will be corrected.

You expressly understand and agree that E2s shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if E2s has been advised of the possibility of such damages), resulting from your usage of the Service.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT E2S AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF E2S HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) IN ANY WAY RELATING TO OR ARISING FROM THIS AGREEMENT. IN NO EVENT SHALL E2S OR ITS RESPECTIVE SUPPLIERS AGGREGATE LIABILITY FOR DIRECT DAMAGES UNDER THIS AGREEMENT EXCEED THE FEES PAID FOR THE IMMEDIATELY PRECEDING MONTH BEFORE THE CLAIM. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.