



iWalkObservation, LLC

fast, flexible, effective classroom feedback

Last updated on: January 14, 2017

Privacy Policy

iWalkObservation operates the website at <http://iwalkobservation.com> and builds the iWalkObservation software application for us on iOS, MacOS, and Windows based devices. This page informs you of our policies regarding the collection, use and disclosure of Personal Information we receive from users of the website and software application.

Logged Website Data

Like many site operators, while visiting the iWalkObservation website information that your browser sends is collected and used for website analysis and to improve user experience. Log Data section is for businesses that use analytics or tracking services in websites or apps, such as Google Analytics.

Communications

Should you provide us with your personal contact information, we may use this information to contact you with newsletters, marketing or promotional materials and other information that we believe you would be interested in. Your personal information is held by iWalkObservation and will not be shared or sold to any other company.

iWalkObservation App Data

All data stored in the iWalkObservation is stored locally on the users device. iWalkObservation does not store any of this data excluding user's name, user's email address and user's purchasing information (maintained by PayPal.com and mooncleark.com).

Use of iWalkObservation Email Servers

The use of iWalkObservation's email servers to send walkthrough feedback is provided as a service to users and not mandatory for the use of the software application. iWalkObservation data is not stored in any way by iWalkObservation however using iWalkObservation email servers does pass confidential information through iWalkObservation servers to it's intended recipients. In no event shall iWalkObservation, LLC be liable for any special, consequential, incidental or indirect damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, loss of data, breach of data, or any other pecuniary loss) arising out of the use of or inability to use this product, even if the iWalkObservation, LLC is aware of the possibility of such damages and known defects.

End User Licensing Agreement

By installing and using the iWalkObservation software application, you agree to be bounded by the terms of this End-User License Agreement (EULA). If you do not agree to the terms of this EULA, do not install or use the iWalkObservation software application.

SOFTWARE PRODUCT LICENSE (Subscription License)

- a) iWalkObservation is distributed as software application for use with iOS, MacOS and WindowsOS devices for personal and professional purposes. iWalkObservation is downloaded via internet directly to your device. Each subscription license is licensed to an individual or group by name and may not be used or distributed.

1. GRANT OF LICENSE. Subscription License: This EULA grants you, the licensed subscriber, the following rights: Installation and Use. You may install and use an unlimited number of copies of the iWalkObservation on multiple devices to be used by the individual or group named by the subscription. Legacy License: This EULA grants you, the licensed user, the following rights: Installation and Use. You may install and use an unlimited number of copies of the iWalkObservation on multiple devices limited by the OS edition purchased and to be used by the individual or group named in the registration of the license purchased.

iWalkObservation may not be reproduction or distributed by any individual or group in any format or method.

2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

You may not reverse engineer, decompile, or disassemble the SOFTWARE PRODUCT, except and only to the extent that such activity is expressly permitted by applicable law of held copyright and notwithstanding this limitation.

Update and Maintenance.

Subscription License: use and upgrades are provided with your active subscription.

Legacy License: use and upgrades to base components built on and before the release of v8 (August 20, 2016) are provided with for the life of the product.

Software Transfer.

Subscription License & Legacy License: Licensed by user or group by name and email. It is not transferable unless expressly documented or built into a group purchase by the number of seats per license used.

3. COPYRIGHT.

All title and copyrights in and to the SOFTWARE PRODUCT (including but not limited to any images, photographs, clipart, libraries, and examples incorporated into the SOFTWARE PRODUCT), the accompanying printed materials, and any copies of the

SOFTWARE PRODUCT are owned by iWalkObservation, LLC. The SOFTWARE PRODUCT is protected by copyright laws and international treaty provisions. Therefore, you must treat the SOFTWARE PRODUCT like any other copyrighted material.

LIMITED WARRANTY

NO WARRANTIES.

The Author of this Software expressly disclaims any warranty for the SOFTWARE PRODUCT. The SOFTWARE PRODUCT and any related documentation is provided “as is” without warranty, either express or implied, including, without limitation, the implied warranties or merchantability, fitness for a particular purpose, or non-infringement. The entire risk arising out of use or performance of the SOFTWARE PRODUCT remains with the user.

NO LIABILITY FOR DAMAGES.

In no event shall iWalkObservation, LLC be liable for any special, consequential, incidental or indirect damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, loss of data, breach of data, or any other pecuniary loss) arising out of the use of or inability to use this product, even if the Author of this Software is aware of the possibility of such damages and known defects.