



Kenton County School District | It's about ALL kids.

# Issue Paper

**DATE:**

05/16/2023

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve The renewal contract with EdPuzzle for Simon Kenton and Dixie Heights High School for the 2023-2024 school year.

**APPLICABLE BOARD POLICY:**

01.1 Legal Status of the Board

**HISTORY/BACKGROUND:**

EdPuzzle is an Edtech software that allows teachers to turn videos into interactive assignments and presentations.

**FISCAL/BUDGETARY IMPACT:**

\$4,410.00 – Instructional Funds

**RECOMMENDATION:**


Approval The renewal contract with EdPuzzle for Simon Kenton and Dixie Heights High School for the 2023-2024 school year.

**CONTACT PERSON:**

Joe Chavez

  
Principal/Administrator

  
District Administrator

  
Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.  
Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.



PO BOX 446  
SAN FRANCISCO, CA 94104-0446  
UNITED STATES

Bill To Name	Kenton County Schools	Quote Number	00057886
Bill To	1055 EATON DR	Quote Created	5/9/2023
	FORT WRIGHT, KY 41017	Quote Expires	7/31/2023
	US	Prepared By	Courtney Hodges Purvis
Contact Name	Joe Chavez	Email	courtney@edpuzzle.com
Email	joe.chavez2@kenton.kyschools.us		

Product	Period	Product Description	Line Item Description	Sales Price	Quantity	Total Price
Pro School	9 months	Unlimited access to Edpuzzle, school-wide.	Pro for all teachers at Dixie Heights (October 2023 - July 2024)	\$2,055.00	1.00	\$2,055.00
Pro School	9 months	Unlimited access to Edpuzzle, school-wide.	Pro for all teachers at Simon Kenton (October 2023 - July 2024)	\$2,355.00	1.00	\$2,355.00
Subtotal						\$4,410.00
Grand Total						\$4,410.00

#### FAQ's

##### Does Edpuzzle accept purchase orders?

Yes, we do! This quote can be used to generate a PO. If you need any other information or would prefer a credit card payment instead just let us know. We will get you set up with Pro within 24h of receiving the order.

##### What payment methods does Edpuzzle accept?

We accept credit card payments, checks, and direct deposits (wire transfers).

##### Can we use next year's funds this school year?

Yes! Send us your PO by June 30th and we can invoice you in July so that you can use next year's funds to purchase at this year's rates.

#### Terms & Conditions

- (1) This quote is pre-tax, it doesn't include any local and/or state taxes. Applicable taxes may not be included in our invoice, and customer may be responsible for those taxes. If you are a tax exempt customer, please provide the applicable Tax Exempt Certificate document along with your purchase order.
- (2) All spots from the license will expire at the end of the term, regardless of effective use or not.
- (3) Each spot is assigned to one teacher and cannot be replaced by another teacher on a general basis.
- (4) This agreement supplements EDpuzzle, Inc.'s Terms of Service (<https://edpuzzle.com/terms>) and Privacy Policy (<https://edpuzzle.com/privacy>), which shall rule provision of the service to the customer.
- (5) This agreement will automatically renew at the end of each term for a further term of one (1) year unless either party gives the other written notice of termination at least thirty (30) days prior to the end of the relevant term.

## Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Edpuzzle, Inc.**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☒ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
**PO BOX 446**

6 City, state, and ZIP code  
**SAN FRANCISCO, CA, 94104-0446**

7 List account number(s) here (optional)

Requester's name and address (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-				-				
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or

Employer identification number

6	8	-	0	6	8	3	3	9	0
---	---	---	---	---	---	---	---	---	---

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

Date ► **01/09/2023**

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

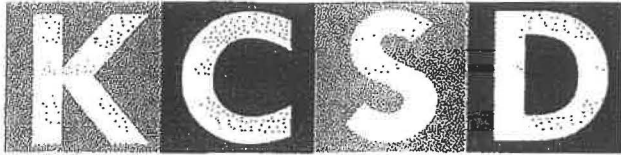
### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)  
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Kenton County School District | *It's about ALL kids*

**THE KENTON COUNTY BOARD OF EDUCATION**

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY 41017

TELEPHONE: (859) 344-8888 / FAX: (859) 344-1531

WEBSITE: [www.kenton.kyschools.us](http://www.kenton.kyschools.us)

Dr. Henry Webb, Superintendent of Schools

**VENDOR ASSURANCES REGARDING PROTECTION OF  
PERSONAL AND CONFIDENTIAL INFORMATION**

**Data Security and Breach Protocols**

Vendors that receive Personal Information from Kenton County Board of Education (herein referred to as "KCBOE") as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq., (the "Act"), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set forth in the Act.

"Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:

- a) An account number, credit card number, or debit card number that, in combination with any required security code, access code or password, would permit access to an account;
- b) A Social Security number;
- c) A taxpayer identification number that incorporates a Social Security number;
- d) A driver's license number; state identification card number or other individual identification number issued by any agency as defined under the Act;
- e) A passport number or other identification number issued by the United States government; or
- f) Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec 1232g."

As provided in KRS 61.931(5), a "non-affiliated third party" includes any person or entity that has a contract or agreement with the KCBOE and receives (accesses, collects or maintains) personal information from the KCBOE pursuant to the contract or agreement.

The vendor hereby agrees to cooperate with the KCBOE in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.

The vendor shall notify as soon as possible, but not to exceed seventy-two (72) hours, KCBOE, the Commissioner of the Kentucky State Police, the Kentucky Auditor of Public Accounts, the Commonwealth (Kentucky) Office of Technology, and the Commissioner of the Kentucky Department of Education of a determination of or knowledge of a breach, unless the exception set forth in KRS 61.932(2)(b)(2) applies and the vendor abides by the requirements set forth in that exception. Notification shall be in writing on a form developed by the Commonwealth (Kentucky) Office of Technology.

The vendor hereby agrees to report to the KCBOE, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site.

The vendor hereby agrees that the KCBOE may withhold payment(s) owed to the vendor for any violation of the Act's notification requirements.

The vendor hereby agrees to undertake a prompt and reasonable investigation of any security breach as defined under the Act in accordance with KRS 61.933.



Upon conclusion of an investigation of a security breach as defined under the Act as required by KRS 61.933, the vendor hereby agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach.

In accordance with KRS 61.932(2)(a), the vendor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth (Kentucky) Office of Technology and that are reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction.

### **Student Data Security**

Pursuant to KRS 365.734, if the vendor is a cloud computing service provider (which is defined pursuant to KRS 365.734(1)(b) as any person or entity other than an educational institution that operates cloud computing services) or, through service to the KCBOE, becomes the equivalent of a cloud computing service provider, the vendor further hereby agrees that:

- The vendor shall not process student data as defined pursuant to KRS 365.734 for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless the vendor receives express permission from the student's parent. The vendor shall work with the KCBOE to determine the best method of collecting parental permission.
- With a written agreement for educational research, the vendor may assist the KCBOE to conduct educational research as permitted by the Family Education Rights and Privacy Act of 1974, as amended, 20 U.S.C. sec. 1232g.
- Pursuant to KRS 365.734, the vendor shall not in any case process student data to advertise or facilitate advertising or to create or correct an individual or household profile for any advertisement purposes.
- Pursuant to KRS 365.734, the vendor shall not sell, disclose, or otherwise process student data for any commercial purpose.
- Pursuant to KRS 365.734, the vendor shall certify in writing to the agency that it will comply with KRS 365.734(2).

### **Family Educational Rights and Privacy Act, National School Lunch Act and Child Nutrition Act**

If during the course of this agreement, the KCBOE discloses to the vendor any data protected by the Family Educational Rights and Privacy Act of 1974 (FERPA), as amended (20 U.S.C. sec. 1232g, *et seq.*), and its regulations, and data protected by the Richard B. Russell National School Lunch Act (NSLA) (42 U.S.C. sec. 1751 *et seq.*, and the Child Nutrition Act of 1966 (CNA) (42 U.S.C. sec. 1771 *et seq.*), the vendor agrees that it is bound by and will comply with the confidentiality, security and redisclosure requirements and restrictions stated in FERPA, NSLA and CNA.

The vendor hereby agrees to report to the KCBOE, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site.

The vendor agrees that FERPA-protected information is confidential information. FERPA-protected information includes, but is not limited to the student's name, the name of the student's parent or other family members, the address of the student or student's family, a personal identifier, such as the student's social security number, student number, or biometric record, other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name, and other information that, alone or in combination, is linked or linkable to a specific

student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.

The vendor understands and acknowledges that any unauthorized disclosure of confidential information is illegal as provided in FERPA and in the implementing federal regulations found in 34 CFR, Part 99. The penalty for unlawful disclosure is a fine of not more than \$250,000 (under 18 U.S.C. sec. 3571) or imprisonment for not more than five years (under 18 U.S.C. sec. 3559), or both.

The vendor understands and acknowledges that children's free and reduced price meal and free milk eligibility information or information from the family's application for eligibility, obtained under provisions of the NSLA or the CNA is confidential information and that any unauthorized disclosure of confidential free and reduced price lunch information or information from an application for this benefit is illegal. The penalty for unlawful disclosure is a fine of not more than \$1,000.00 (under 7 C.F.R. 245.6) or imprisonment for up to one year (under 7 C.F.R. 245.6), or both.

In the event there is a conflict between this agreement and any other agreement between KCBOE and Vendor, the terms of this agreement shall apply.

EDpuzzle, Inc.

Vendor Name

833 Market Street, #427, San Francisco, CA 94103

Vendor Address

n/a

Vendor Telephone

legal@edpuzzle.com

Vendor Email Address



Signature by Vendor's Authorized Representative

Xavier Francàs, Director of Revenue

Print Name

08 / 25 / 2022

Date

**Addendum to  
the Vendor Assurances Regarding Protection of Personal and Confidential Information  
and the Terms of Service between  
the Kenton County Board of Education and EDpuzzle, Inc.**

**WHEREAS**, the Kenton County Board of Education ("KCBOE"), and EDpuzzle, Inc. ("Edpuzzle") are parties to a Service Agreement composed of Edpuzzle's Terms of Service and Privacy Policy, both accessible at <https://edpuzzle.com/terms> and <https://edpuzzle.com/privacy>, respectively. The KCBOE and Edpuzzle may be individually referred to as the "Party" or collectively referred to as the "Parties."

**WHEREAS**, Edpuzzle has agreed to subscribe the Vendor Assurances Regarding Protection of Personal and Confidential Information ("Vendor Assurances") of even date herewith, as amended by this addendum ("Addendum").

**WHEREAS**, the Parties agree to modify the terms contained in the Vendor Assurances as well as the Terms of Service part of the Service Agreement, pursuant to the terms and conditions of this Addendum.

**WHEREAS**, all additions made herein shall be valid as if part of the Vendor Assurances.

**NOW, THEREFORE**, the amendments are as follows:

Fifth paragraph under section Data Security and Breach Protocols of the Vendor Assurances is amended to read, as follows:

*"The vendor shall notify as soon as possible, but not to exceed seventy-two (72) hours, KCBOE of a determination of or knowledge of a breach, unless the exception set forth in KRS 61.932(2)(b)(2) applies and the vendor abides by the requirements set forth in that exception."*

Sixth paragraph under section Data Security and Breach Protocols of the Vendor Assurances is amended to read, as follows:

*"The vendor hereby agrees to report to the KCBOE, as soon as reasonably possible but no later than seventy-two hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site."*

Seventh paragraph under section Data Security and Breach Protocols of the Vendor Assurances is amended to read, as follows:

*"The vendor hereby agrees that the KCBOE may withhold payment(s) owed to the vendor for not notifying KCBOE in accordance with the terms outlined above."*

Second paragraph under section Family Educational Rights and Privacy Act, National School Lunch Act and Child Nutrition Act of the Vendor Assurances is amended to read, as follows:

*"The vendor hereby agrees to report to the KCBOE, as soon as reasonably possible but no later than seventy-two hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site."*

Subsection "Dispute Resolution", under section "Miscellaneous" of the Edpuzzle Terms of Service (<https://edpuzzle.com/terms>) is amended to read, as follows:

*"Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the Commonwealth of Kentucky in each case located in the city of Covington and County of Kenton, in the Commonwealth of Kentucky, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby."*


To the extent that any terms contained in the Vendor Assurances or the Terms of Service, including any future versions of the same, conflict with the other terms of this Addendum, the terms of this Addendum shall apply and be given effect. In case of conflict between the Service Agreement and the Vendor Assurances, as amended by this Addendum, the Vendor Assurances shall prevail.

Each person signing this Addendum on behalf of either party individually warrants that he or she has full legal power to execute it on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to the changes set forth herein.

**Kenton County Board of Education:**

**EDpuzzle, Inc.:**

Signed: \_\_\_\_\_

Signed:  \_\_\_\_\_

Name: \_\_\_\_\_

Name: Xavier Francàs

Title: \_\_\_\_\_

Title: Director of Revenue

Date: \_\_\_\_\_

Date: 08 / 25 / 2022



# Overview

Last Updated Oct. 7th: Due to the recent decision by the Court of Justice of the European Union invalidating Privacy Shield, Edpuzzle has updated its Privacy Policy to add the relevant Standard Contractual Clauses ("SCC") as a transfer mechanism for personal data being transferred out of the European Economic Area, Switzerland, and the United Kingdom to the United States. This update is solely to address the recent developments for GDPR compliance and does not give Edpuzzle any additional rights over your data, and you do not need to take any action. The following are the terms of service ("Terms of Service" or the "Agreement") that define the relationship between EDpuzzle, Inc. (operating as Edpuzzle ("Company," "Edpuzzle," "we," or "us")) and you, and govern your use of Edpuzzle's services. We have done our best to write these conditions in simple, clear terms.

## Agreeing to Our Terms

Thank you for your interest in Edpuzzle, which owns and operates the services offered on edpuzzle.com ("Edpuzzle Website") and any associated applications ("Edpuzzle Apps") or products and services (e.g. the "Edpuzzle Blog") that the Company may provide now or in the future (collectively, the "Service" or "Services"). When using the Service, you will also be subject to the Edpuzzle Privacy Policy and any published guidelines, policies or rules applicable to our website or apps, which may be posted at any time (collectively the "Guidelines"). These Terms of Service and our Privacy Policy, including any other Guidelines and future modifications (collectively, the "Agreement"), govern your use of the Service and are a legal contract between you and Edpuzzle. By signing up for an account on, or otherwise accessing or using the Edpuzzle Service, you acknowledge that you have read and agree to be bound by this Agreement. If you are using the Service on behalf of a school, institution, company or organization that has a separate written agreement with Edpuzzle, that agreement shall govern your use of the Service, and all matters not covered by said agreement will be subject to our Terms of Service and Privacy Policy. If you are entering into this Agreement on behalf of a company, institution or other legal entity, you acknowledge that you have the authority to bind said entity to these terms and conditions, in which case the terms "you," "your" or "Member" shall refer to said entity. If you do not have such authority, or if you do not agree with these terms and conditions, you must not accept this Agreement and may not use the Service, and Edpuzzle shall not be responsible for any use you make of the Service without the pertinent authorization. EDUCATIONAL INSTITUTIONS UTILIZING THE SERVICE ARE RESPONSIBLE FOR MONITORING THE RIGHTS AND INTERESTS OF THEIR STUDENTS AND MUST THEREFORE TAKE SPECIAL CARE IN THE REVIEW OF THIS AGREEMENT. EDUCATIONAL INSTITUTIONS SHALL BE RESPONSIBLE FOR OBTAINING, WHERE APPLICABLE, PERTINENT CONSENT FROM PARENTS, LEGAL GUARDIANS OR ELIGIBLE STUDENTS PRIOR TO UTILIZING THE SERVICE. EDPUZZLE SHALL NOT BE RESPONSIBLE FOR ANY NEGLIGENCE OF THE EDUCATIONAL INSTITUTION

IN THE REVIEW OF THIS AGREEMENT OR THE OBTAINMENT, WHERE APPLICABLE, OF THE NECESSARY PARENTAL CONSENT.

## Privacy

Your privacy is extremely important to us, and we take great care to limit what we collect and how we use it, and to help you understand our policies. Please read our Privacy Policy, which explains how we treat your personal information and protect your privacy when you use our Service. By using our Service, you agree that Edpuzzle can use such data in accordance with our Privacy Policy.

## Sign-up and Security

As a condition to using the Service, you may be required to create an account with Edpuzzle and select a password and username or provide additional contact information. You must provide Edpuzzle with accurate, complete, and updated personal information. You may not select or use the name of another person with the intent to impersonate that person. You will not provide any false information or create an account for anyone other than yourself without permission. We reserve the right to refuse to create an account or to delete an account at our discretion. You shall be responsible for maintaining the confidentiality of your password and will not share your account with anyone or let anyone else access your account. You may not transfer your account to anyone without the express prior written consent from Edpuzzle. You affirm, acknowledge and pledge that all the information you submit when creating an account is truthful and accurate.

## Using the Service

As long as you are complying with all of the terms and conditions of the Agreement, Edpuzzle gives you permission to access and use the Service that you select through the applicable sign-up process. The Service is available for your personal, non-commercial use. We are constantly changing and improving our Services. We may add or remove functionalities or features, and we may suspend or stop a Service altogether if, for example, you do not comply with this Agreement or if we are investigating suspected misconduct. You can stop using our Service at any time, although we will be sorry to see you go. We may also stop providing the Service to you, or add or create new limits to our Service or restrict your access to all or a part of the Service at any time without notice or liability. Access to and use of the Service itself is currently free, but in the future, we may offer new or additional special features which Edpuzzle may charge for. The right to access and use the Service is revoked in jurisdictions where it may be prohibited, if any exist. EDPUZZLE IS UNDER NO OBLIGATION TO PROVIDE ITS SERVICES. IT IS THE SOLE RESPONSIBILITY OF THE TEACHER, EDUCATIONAL INSTITUTION OR ORGANIZATION TO BE PREPARED TO CONDUCT ANY TEACHING AND/OR TEACHING-RELATED ACTIVITIES WITHOUT ACCESS TO THE EDPUZZLE SERVICE.

## Your Pledge

You affirm, acknowledge and agree that you will not provide any User Submissions (content you create using the Service) or otherwise use the Service in a manner

that (i) infringes, violates or misuses another's intellectual property rights, rights of publicity or privacy, or other rights; (ii) violates any international, federal, state or local law, statute, ordinance or regulation or which would render the Company in violation of any applicable laws or regulations (iii) is harmful, fraudulent, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, or otherwise objectionable; or (iv) jeopardizes the security of your account in any way, such as allowing someone else access to your account or password. Additionally, you affirm, acknowledge and agree that you possess all the rights necessary to provide your User Submissions and grant the Company the above rights.

## Your Information and Content

In the course of using the Service, you and other users may provide or post certain content or information which Edpuzzle may use in connection with the Service and which may be visible to certain other users ("User Submissions"). Please review our Privacy Policy for additional information on the types of information different kinds of users are able to provide. Additionally, when the Service is utilized by an educational institution managing student "Educational Records," some User Submissions may be deemed part of said education records (as defined in the "FERPA and Student Data" section below). You retain all ownership rights for any User Submissions. Edpuzzle does not claim any ownership rights over User Submissions. Nevertheless, if your educational institution, company or organization has purchased a Pro Upgrade and granted you access to Edpuzzle's Pro features, it is possible that your institution, company or organization owns all intellectual property rights inherent to your content, depending on the contents of your employment agreement or the organization's internal regulations. **EDPUZZLE SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS MADE BY YOUR EDUCATIONAL INSTITUTION, COMPANY OR ORGANIZATION AS TO THE OWNERSHIP OF CONTENT ASSOCIATED TO YOUR ACCOUNT, AND ANY CLAIMS IN THAT REGARD SHOULD BE DIRECTED TO THE EDUCATIONAL INSTITUTION, COMPANY OR ORGANIZATION AND NOT EDPUZZLE.** In order to allow Edpuzzle to provide the Service, you hereby grant us a limited, non-exclusive, sublicensable (as necessary to perform the Service), worldwide, royalty-free, and transferable (only to a successor) right and license to:

- use, copy, store, distribute, publicly display, modify, and create derivative works (such as changes we make so that your content works better with our Service) from such User Submissions as necessary to provide, improve and make the Service available to you and other users, including through any future media in which the Service may be distributed;
- use and disclose metrics and analytics regarding the User Submissions in an aggregate or other non-personally identifiable manner (including, for use in improving our service or for marketing and business development purposes);
- use any User Submission (including any Education Record) that has been de-identified for any product development, research or other purpose; and
- use for other purposes permitted by the Edpuzzle Privacy Policy.

You are responsible for making sure that you have all the rights for your User Submissions, including the rights necessary for you to grant us the aforementioned licenses to the User Submissions. The above license (i) will terminate when you delete any User Submissions with intellectual property rights ("IP content"), like photos or videos, you or your institution (as defined below) deletes an Education Record, you delete any personal information, or you delete your account, unless your content has been shared with others and they have not deleted it, or your content is part of an Education Record still under the control of your institution (e.g., co-teaching). If you would like to delete any videos that may contain personal information regarding your identity, please review the "How Do I Delete My Account?" section of our Privacy Policy and follow the steps to request deletion. Edpuzzle will not heed any deletion requests of "teacher accounts" or "teacher content" made by the educational institution, company or organization, as this should be handled by the educational institution, company or organization itself in accordance with its internal regulations or teacher employment agreements. Additionally, when you delete IP content, Education Records, or personal information, it is deleted in a manner similar to emptying the recycle or trash bin on a computer. However, you understand that any removed User Submission may persist in backup copies for a reasonable period of time. Note that the information contained in Edpuzzle's security backups or copies will not be available or accessible to others. All information posted or transmitted through the Service is the responsibility of the person that posted it, and we will not be liable for any errors or omissions in any content. Edpuzzle cannot guarantee the identity of any other users with whom you may interact in the course of using the Service, or the authenticity of any data which users may provide about themselves. You acknowledge that all content accessed by you using the Service is at your own risk and you will be solely responsible for any damage or loss to any party resulting therefrom. We do not guarantee that we will publish any of your User Submissions, and reserve the right to remove User Submissions from the Service at any time for any reason, such as if we receive a notice report that a User Submission infringes on someone's intellectual property rights. Our automated systems analyze your User Submissions (including emails) to provide you personally relevant product features, such as customized search results, and for spam and malware detection. This analysis occurs as the content is sent, received, and when it is stored. Edpuzzle will not analyze any Educational Records for the purpose of providing behaviorally-targeted advertising to students, yet the aforementioned shall not be construed to limit Edpuzzle's ability to use Educational Records for adaptive learning or customized student learning purposes. We always appreciate your feedback or other suggestions about Edpuzzle, but you understand that we may use your feedback or suggestions without any obligation to compensate you for them.

## Ownership of Edpuzzle Teacher Accounts

Your account belongs to you, regardless of the email address you used when signing up for the Services. However, please keep in mind that if your educational institution, organization or company disables your email address and you're not able to log in, we won't be able to recover your account. Additionally, if you utilize



the Service through a Pro license acquired by another party for you to use (e.g., bought by your school for teaching purposes), the party paying for such feature has the right to control access to and get reports on your use of such paid feature; however, they do not have rights to your personal account.

## Additional Terms by User Types

### Students

If you are a student accessing the Service at the invitation of a teacher or other school official, the following terms apply to you:

- Only students who have been invited by their teacher, school, or district may use the Service. You may not access or use the Service unless you are invited by a teacher, school, or district who is authorized to give you access to the Service.
- We request minimal personal information to be provided from students to enable use of the Service: first name, last name, username, email and password. If you are a student, please do not provide any personal information about yourself to us, other than what we request from you when you sign up for the Service. Without prejudice to the aforementioned, when using the Open Classroom feature, students can access and use the Edpuzzle service without the need to create an account. In this modality, students may have to provide a nickname, and only responses will be collected and processed by the service.
- The Children's Online Privacy Protection Act ("COPPA") prohibits online service providers from knowingly collecting personally identifiable information from children under 13 years of age without verifiable parental consent or notice as applicable ("Consent"). Edpuzzle only collects, uses, shares, and retains personal student information for purposes for which we were authorized by the educational institution/agency and teacher.

### Teachers

If you are a teacher, aide, trainer or other similar personnel accessing the Service on behalf of an educational institution, company or organization (the "Institution"), the following terms apply to you:

- You understand and acknowledge that COPPA prohibits online service providers from knowingly collecting personally identifiable information from children under 13 years of age without Consent, and you understand that we only collect, use, share and retain student personal information for purposes for which we were authorized by the educational institution/agency or teacher.
- You acknowledge and agree that you have School Consent to allow children under 13 to use the Service and that you and/or the Institution will be solely responsible (and hereby agree that Edpuzzle is not responsible) for

compliance with COPPA or any other applicable laws. This includes limiting access to the Service to those student users from whom School Personnel has received valid Consent forms and complying with all parental requests regarding the collection, use and disclosure of such child's information.

School Personnel or the educational institution are responsible for providing parental consent forms to the parents of potential student users, for confirming receipt of valid consent forms for each child before granting the student access to the Service, and for retaining such consent forms on file. If a user's parent does not consent or rescind such School Consent, School Personnel or the educational institution shall immediately notify Edpuzzle to discontinue that student's access to the Service and ensure that such student's information is no longer accessible through the Services.

- You agree that you are acting on behalf of (or have permission from) your Institution to enter into this Agreement and to use the Service as part of your curriculum.
- You agree that you are responsible for maintaining and monitoring the accuracy of the list of students for each of your classes. By way of example, you will only retain students in your classroom as long as it is reasonably needed for their educational development, which shall not exceed more than one school year.
- You acknowledge and agree that, in order to guarantee the privacy and security of your students' data and provide them with the best possible experience through the Edpuzzle Apps, you will make sure your students use the latest versions available in the Play and Apple Store.

ONLY PERSONNEL WHO ARE CURRENT EMPLOYEES OF THE INSTITUTION MAY USE THE SERVICE ON THE INSTITUTION'S BEHALF. UPON TERMINATION OF A TEACHER, AIDE, TRAINER, OR OTHER STAFF MEMBER'S EMPLOYMENT WITH THE INSTITUTION, SUCH INDIVIDUAL MUST RETURN AND CEASE USING ALL LOGIN DETAILS AND STUDENT ACCESS HE OR SHE HAS IN HIS OR HER POSSESSION. EDPUZZLE SHALL NOT BE RESPONSIBLE FOR THE MISUSE OF THE SERVICE BY INSTITUTION PERSONNEL AND SHALL NOT BE HELD ACCOUNTABLE FOR TEACHERS, AIDES, TRAINERS, OR OTHER STAFF MEMBERS OF THE INSTITUTION NOT RETURNING STUDENT EDUCATION RECORDS, AND/OR NOT RETURNING AND CEASING TO USE ALL LOGIN DETAILS AND STUDENT ACCESS THEY HAVE IN THEIR POSSESSION, UPON TERMINATION OF THEIR EMPLOYMENT AGREEMENT WITH THE INSTITUTION.

## **Co-Teaching**

ANY DISPUTES ARISING BETWEEN THE TEACHERS PARTICIPATING IN THE CO-TEACHING CLASS SHALL BE RESOLVED EITHER AMONG THEMSELVES, OR WITH THE INTERVENTION OF THE EDUCATIONAL INSTITUTION, COMPANY OR ORGANIZATION. EDPUZZLE WILL NOT INTERVENE IN SUCH CONFLICTS AND SHALL NOT BE HELD LIABLE FOR ANY MISCONDUCT OF THE TEACHERS PARTICIPATING IN THE CO-TEACHING CLASS. WHEN SETTING UP A CO-TEACHING CLASS WITHIN THE SERVICE, YOU AND THE

OTHER PARTICIPATING CO-TEACHER(S) AGREE TO BE EQUALLY AND EXCLUSIVELY RESPONSIBLE AND ACCOUNTABLE FOR THE CLASS AND ITS MANAGEMENT, AS SET FORTH IN THE "CO-TEACHING" SECTION OF OUR PRIVACY POLICY.

## FERPA and Student Data

Certain information that may be provided to Edpuzzle by School Personnel that is directly related to a student and maintained by an educational institution, may be considered an education record ("Education Record") under the Family Educational Rights and Privacy Act ("FERPA"). Additionally, certain information, provided to Edpuzzle by School Personnel about a student, such as student name and grade level, may be considered directory information under FERPA ("Directory Information") and thus not an Education Record. A school may not generally disclose personally identifiable information from an eligible student's education records to a third party without written consent of the parent and/or eligible student or without meeting one of the exemptions set forth in FERPA ("FERPA Exemption(s)"), including the exemption for Directory Information ("Directory Information Exemption") or disclosure to school officials with a legitimate educational interest ("School Official Exemption"). As School Personnel or the Institution providing Directory Information or any Education Record to Edpuzzle, you acknowledge, affirm and pledge to Edpuzzle, as applicable, that your Institution has:

- complied with the Directory Information Exemption, including, without limitation, informing parents and eligible students what information the Institution deems to be directory information and allow parents and eligible students a reasonable amount of time to request that schools do not disclose directory information about them; and/or
- complied with the School Official Exemption, including, without limitation, informing parents in their annual notification of FERPA rights that the Institution defines "school official" to include service providers and defines "legitimate educational interest" to include services such as the type provided by Edpuzzle; or
- obtained all necessary parental or eligible student written consent to share the Directory Information and Education Records with the Company, in each case, solely to enable the Company's operation of the Service.

Edpuzzle will never share Education Records with third parties except (i) as directed by an Edpuzzle user (i.e., teacher sharing with another teacher or parent); or (ii) to our service providers that are necessary for us to provide the Service, as stated in our Privacy Policy. Education Records are never used or disclosed for third-party advertising or any kind of first- or third-party behaviorally-targeted advertising to students or parents. Additionally, information collected directly from a student using Edpuzzle is never used or disclosed for third-party advertising, or any kind of first- or third-party behaviorally-targeted advertising, and personal information collected from a student is never sold or rented to anyone. This section

shall not be construed (i) to prohibit Edpuzzle from marketing or advertising directly to parents so long as the marketing or advertising did not result from the use of Education Records to provide behaviorally-targeted advertising or (ii) to limit the ability of Edpuzzle to use student information or Education Records for adaptive learning or customized student learning purposes. Edpuzzle may use Education Records that have been de-identified for product development, research or other purposes ("De-Identified Data"). De-Identified Data will have all direct and indirect personal identifiers removed. Edpuzzle agrees not to attempt to re-identify the De-Identified Data and not to transfer the De-Identified Data to a third party unless that party agrees not to attempt re-identification.

## GDPR and Minors

The EU General Data Protection Regulation (GDPR) determines that the processing of personal data of a child residing in the European Union shall be lawful where the child is at least sixteen (16) years old, unless Member States have provided, by law, a lower age that is not below thirteen (13) years. As a teacher, you acknowledge, affirm and pledge to Edpuzzle that you or your Institution has obtained all necessary parental or eligible student written consent to share the personal data of your students with Edpuzzle, in each case, solely to enable Edpuzzle's operation of the Service. If you have any issues with Edpuzzle's principles set out in these terms, we will respond to your complaints within thirty (30) days. If your complaint cannot be resolved through our internal processes, we will direct you to the state or national data protection authority in the jurisdiction where you reside.

## Edpuzzle Technology Copyright

The Service and the Edpuzzle Technology are intended solely for the personal, non-commercial use of our users and may only be used in accordance with this Agreement. "Edpuzzle Technology" means all past, present and future content of the Service, including, all the software, hardware and technology used to provide the Service (including Edpuzzle proprietary code and third-party software), user interfaces, materials displayed or performed on the Service, such as text, graphics, articles, photographs, images, illustrations and the design, structure, sequence and "look and feel" of the Services, and all other intellectual property, including all Edpuzzle Marks. "Edpuzzle Marks" are the trademarks, service marks, logos, or any other trade name, trademarks, service marks and other distinctive or proprietary brand features of Edpuzzle. Edpuzzle Technology is protected by copyright and other intellectual property laws. You are not allowed to use, store, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, create derivative works from, display, license, sell or otherwise exploit the Edpuzzle Technology for any purposes other than as expressly permitted under this Agreement. You will not decompile, reverse engineer, or otherwise attempt to obtain the source code of any Edpuzzle Technology. Using our Service does not give you ownership of any intellectual property rights in our Service or the Edpuzzle Technology. You may not use content from our Services, including User Submissions, unless you obtain permission from its owner or are otherwise



permitted by law. These terms do not grant you the right to use any Edpuzzle Marks. Do not remove, obscure, or alter any copyright or other legal notices displayed in or along with our Services. You may download a single copy of the Edpuzzle App for personal, non-commercial use only.

## Use Restrictions

## User Responsibilities

We do our best to keep Edpuzzle safe, but we cannot make any guarantees. We need your help to keep Edpuzzle safe, which includes the following commitments by you when using our Service:

- You will only use the Service as permitted by law.
- You will not post unauthorized commercial communications (such as spam or advertisements) on or through the Service.
- You will not collect users' content or information, or otherwise access the Service, using automated means (such as harvesting bots, robots, spiders, or scrapers) without our prior permission.
- You will not engage in unlawful multi-level marketing, such as a pyramid scheme, on the Service.
- You will not upload viruses or other malicious code, files or programs.
- You will not collect, solicit or otherwise obtain login information or access an account belonging to someone else.
- You will not collect, use or disclose data, including personal information, about other users without their consent or for unlawful purposes or in violation of applicable laws or regulations.
- You will not post, share or otherwise make available to the community content that is protected by copyright or applicable intellectual property laws and whose dissemination has been prohibited by its legitimate proprietor.
- You will not bully, intimidate, or harass any user or use the Service in any manner that is threatening, abusive, violent, or harmful to any person or entity, or invasive of another's privacy.
- You will not post content that: is hate speech, discriminating, threatening, or pornographic or sexually explicit; incites violence; or contains graphic or gratuitous violence.
- You will not use the Service to do anything unlawful, deceptive, misleading, illegal, unethical, malicious, or discriminatory.
- You will not do anything that could disable, overburden, or impair the proper working or appearance of the Service or prevent other users from using the Service, such as a denial of service attack or interference with page rendering or other Service functionality.
- You will not use the Service in any commercially unreasonable manner or in any manner that would disparage Edpuzzle.
- You will not impersonate an Edpuzzle employee, or any other person, or falsely state or otherwise misrepresent your affiliation with any person or entity.

- You will use the Service in accordance with its purposes. As a general rule, students using the Service per instruction of an educational institution or teacher are not permitted to create teacher accounts. Periodic exceptions to this prohibition shall be determined on a case by case basis.
- You will not facilitate or encourage any violations of this Agreement or our policies.

Any violation of the above may be grounds for restriction or termination of your right to access or use the Service as foreseen in the next section "Account Bans".

## Account Bans

If your account has been involved in serious rule-breaking, the account will be either suspended or banned indefinitely depending on the severity of the offense. A suspension is temporary, whilst a ban, on the contrary, is permanent and cannot be lifted. If there has been a ban or suspension placed on your account, you will not be able to sign in to Edpuzzle anymore. For further information, please refer to Customer Support at [support@edpuzzle.com](mailto:support@edpuzzle.com). Customer Support shall provide you with the general reason for the ban or suspension, but will not enter into further discussion. **EVERY BAN OR SUSPENSION ON EDPUZZLE IS THE RESULT OF THOROUGH INVESTIGATION BY OUR MODERATION STAFF. AS A RESULT, ALL SUSPENSIONS AND BANS ARE FINAL AND CANNOT BE DISPUTED.**

## Pricing, Billing and Cancellation

This section rules membership fees for the Edpuzzle Pro Teacher plan. Membership fees for the Edpuzzle Pro School plans and any other charges educational institutions, companies or organizations may incur in connection with their use of the service, such as taxes and possible transaction fees, will be charged on a one-time payment in exchange for a one-year subscription ("Initial Term"), with a renewal option for successive one-year periods at the end of each year ("Renewal Term"). Pro School memberships will be subject to the terms set forth in the issued quotes and invoices. Aspects not contemplated by said documents shall be ruled by these Terms of Service.

### Billing Cycle

The membership fee for the Edpuzzle Pro Teacher plan and any other charges you may incur in connection with your use of the service, such as taxes and possible transaction fees, will be charged on a monthly basis to your Payment Method on the calendar day corresponding to the commencement of the paid portion of your membership. Visit our website and click on the "Payments" section on the "Plan" page to see your next payment date.

### Authorization Requests

A request to the issuing bank for either a \$0 or a \$1 authorization is sent to verify that the card is issued and the bank will allow it to be authorized. Regardless of whether the authorization is declined or not, the authorization request is reversed immediately. However, even if the bank declines the authorization, you may still see an authorization for \$1 on your credit card statement. The important thing to

remember is that this is not a charge, and it will disappear, depending on the bank, in anywhere from a few minutes to a few weeks. A first attempt of a \$0 authorization will be done for Visa, MasterCard and American Express. If the \$0 authorization fails, a \$1 authorization will be attempted. For other credit card companies, a \$1 authorization will be the standard request.

## **Cancellation**

You can cancel your Edpuzzle Pro Teacher membership at any time, and you will continue to have access to the Pro Teacher premium features through the end of your monthly billing period. To the extent permitted by the applicable law, payments are non-refundable and we do not provide refunds or credits for any partial-month membership periods. To cancel, go to the "Plan" page and follow the instructions for cancellation. If you cancel your membership, your account will automatically lose access to the Pro Teacher premium features at the end of your current billing period. To see when your account will close, see the "Payments" section on the "Plan" page. If you change your mind about the cancellation before your monthly billing period ends, you can reactivate the billing cycle by clicking on "Reactivate." Please note that subscriptions will also be automatically cancelled upon account deletion.

## **Changes to the Price and Plan**

We may change our subscription plans and the price of our service from time to time; however, any price changes or changes to our subscription plans will apply to you no earlier than 30 days following notice to you.

## **Switching from Pro Teacher to Pro School**

If your educational institution, company or organization upgrades to Pro School and grants you a license to use Edpuzzle in accordance with that plan, your subscription to the Pro Teacher plan will automatically be cancelled at the end of the current month and your account will be integrated into the Pro School plan purchased by your educational institution, company or organization.

## **Electronic Communications**

We will send you information related to your billing (e.g., invoices and expiration notices) in electronic form only, via email to the email address you provided when you signed up.

## **Receipts**

You can download detailed information about past payments on the "Plan" page, including, but not limited to, amount charged, billing address and date paid.

## **Miscellaneous**

### **Social Media**

The Company may, now or in the future, incorporate certain functions that allow you to interact with the Service through your accounts on certain supported third-party services, such as social networks or network storage sites ("Linked

Accounts”), “Like” and “Share” buttons, or similar features. If you choose to use such features, you grant the Company permission to access and use your Linked Account for the purpose of processing your requests. Your use of Linked Accounts is subject to the applicable third-party terms.

## Indemnity

You will indemnify, defend, and hold the Company, its parents, partners, subsidiaries, affiliates, officers, and employees not responsible for damages, losses, demands, liabilities, settlements, costs and expenses of any kind (including reasonable attorneys’ fees) from any claim or demand made by any third party relating to or arising out of (i) your access to, use, or misuse of the Service, (ii) your violation of this Agreement (including any failure to obtain or provide any necessary consent and/or violation of applicable laws or regulations), or (iii) the infringement by you or any third party using your account of any intellectual property or other right of any person or entity, including in connection with your User Submissions.

## Copyright Protection

It is Edpuzzle’s policy to respond to notices of alleged copyright infringement that comply with the Directive (EU) 2019/790 on Copyright and Related Rights in the Digital Single Market and the Digital Millennium Copyright Act (“DMCA”). You will find the contact details of our Copyright Agent in the DMCA Designated Agent Directory. If your copyright-protected work was posted on Edpuzzle without authorization, you may submit a copyright infringement notification. The fastest and simplest way to submit a copyright takedown notice is through the form attached to the bottom of this article from our Help Center. You will have to fill it out, sign it and email it to us at [privacy@edpuzzle.com](mailto:privacy@edpuzzle.com). Make sure, however, to consider whether fair use, fair dealing or a similar exception to copyright applies before you submit the form. **THESE REQUESTS SHOULD ONLY BE SENT BY THE COPYRIGHT OWNER OR AN AGENT AUTHORIZED TO ACT ON THE OWNER’S BEHALF.** Edpuzzle may remove any allegedly infringing content without any liability to the infringing user. Edpuzzle will promptly terminate without notice any User’s access to the Service where the User is a “repeat infringer” of copyrights. Edpuzzle, however, reserves the right to identify and terminate Users under any circumstances it deems appropriate, including after only a single instance of allegedly infringing behavior by that User.

## Third-Party Integrations, Websites and User Interactions

The Service may eventually allow for integrations with third-party apps or tools (e.g., YouTube) to provide certain features and improve your experience when using the Service. As a result, we are obligated to make you aware of certain terms related to the use of such features. **YOU ACKNOWLEDGE AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS APPLICABLE TO THE FOLLOWING THIRD-PARTY SERVICES WHEN USING THEIR RESPECTIVE INTEGRATIONS WITH THE SERVICE:**



- YouTube's Application Programming Interface ("YouTube API") allows users to access detailed information about YouTube videos from the Edpuzzle's Website and browse any video available on the YouTube platform (governed by the YouTube Terms of Service).
- Screencastify is a screen recorder for Google Chrome that allows users to record and edit videos which can later be uploaded to Edpuzzle (governed by the Screencastify Terms of Use).
- Explain Everything is an online interactive whiteboard app that, among others, allows users to screencast and record whiteboard videos. Such videos can be directly shared on Edpuzzle through the integration feature (governed by the Explain Everything Terms of Use).
- Learning Management Systems (LMS) compatible with Edpuzzle and used by your educational institution, company or organization shall be ruled by their respective terms of service. Currently compatible LMS Interfaces are Canvas, Schoology, Moodle, Blackboard, PowerSchool, and Blackbaud – click on each provided link to be redirected to applicable terms and policies.

The Service may also contain links to third-party websites that are not owned or controlled by the Company, and include features that allow you to interact and communicate with third parties. When you access third-party websites or interact or communicate with third parties through the Service, you do so at your own risk. The Company has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any third-party websites, or which are posted to or through the Service by other users. Your interactions with organizations and/or individuals found on or through the Service are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline interaction with any other person.

- **User disputes:** Edpuzzle is not responsible for the actions, content, information or data of other third parties, including other users. You are solely responsible for your interactions with other users of the Services, and any other parties with whom you interact through the Service. We reserve the right, but have no obligation, to become involved in any way with these disputes.
- **Release:** if you have a dispute with one or more users, you release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes, including damages for loss of profits, goodwill, use, privacy or data. If you are a California resident, you waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor." And, if you are not a California resident, you waive any applicable state statutes to a similar effect.

## Modification to Agreement

We may modify this Agreement or Guidelines to, for example, reflect changes to the law or changes to our Services. You should check the Agreement regularly. We will post notice of material changes to this Agreement on this page. Changes will not apply retroactively and will only become effective when (a) you use the Service after you know about the change, or (b) thirty days after they are posted (whichever is sooner). However, changes addressing new functions for a Service or changes made for legal reasons will be effective immediately. Your continued use of the Services following notice of the changes to the Agreement or Guidelines, constitutes your acceptance of our amended terms, policies or guidelines. IF YOU DO NOT AGREE TO THE MODIFIED AGREEMENT, PLEASE DISCONTINUE YOUR USE OF THE SERVICE. As stated in our Privacy Policy, Edpuzzle will not change how Education Records are used or shared under these Terms of Service without advance notice and consent from the competent school or institution.

## Termination

This Agreement shall remain in full force and effect while you use the Service. You may terminate your use of the Service or your account at any time by either accessing your account's settings page or by contacting us at [privacy@edpuzzle.com](mailto:privacy@edpuzzle.com). Parents and students should reach out to us through an authorized school official. The Company may suspend or terminate your access to the Service or your account at any time, for any reason (without cause or for your violation of any term of this Agreement), and without warning or notice, which may result in the loss of information associated with your account. Upon termination of your account, your right to use the Service will cease immediately. All provisions of this Agreement which, by their nature, should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability.

## Dispute Resolution

(A) Generally: in the interest of resolving disputes between you and the Company in the most expedient and cost effective manner, you and the Company agree that any and all disputes arising in connection with these Terms of Service shall be resolved by binding arbitration. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Our agreement to arbitrate disputes includes, but is not limited to, all claims arising out of or relating to any aspect of these Terms of Service and our Privacy Policy, including any other Guidelines and future modifications, whether based on contract, tort, statute, fraud, misrepresentation or any other legal theory, and regardless of whether the claims arise during or after the termination of these Terms of Service. You understand and agree that, by entering into these Terms of Service, you and the Company are each waiving the right to a trial by jury or to participate in a class action. (B) Exceptions: notwithstanding subsection (A), we both agree that nothing herein shall be deemed to waive, preclude, or otherwise limit either our right to (i)

bring an individual action in small claims court, (ii) pursue enforcement actions through applicable federal, state, or local agencies where such actions are available, (iii) seek injunctive relief in a court of law, or (iv) to file suit in a court of law to address intellectual property infringement claims. (C) Arbitration: any arbitration between you and the Company will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Terms of Service, and will be administered by the AAA. The AAA Rules and filing forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by contacting the Company. (D) Notice: a party who intends to seek arbitration must first send a written notice of the dispute to the other, by certified mail or Federal Express (signature required), or in the event that we do not have a physical address on file for you, by electronic mail ("Notice"). The Company's address for Notice is: Edpuzzle, Inc.

833 Market Street, Suite 427,  
San Francisco, CA 94103,  
United States of America

The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). We agree to use good faith efforts to resolve the claim directly, but if we do not reach an agreement to do so within 30 days after the Notice is received, you or the Company may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or the Company shall not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any; provided that our dispute is finally resolved through arbitration in your favor, the Company shall pay you the greater of (i) the amount awarded by the arbitrator, if any, (ii) the greatest amount offered by the Company in settlement of the dispute prior to the arbitrator's award. (E) Fees: in the event that you commence arbitration in accordance with these Terms of Service, the Company will reimburse you for your payment of the filing fee, unless your claim is for greater than \$10,000, in which case the payment of any fees shall be decided by the AAA Rules. Any arbitration hearings will take place at a location to be agreed upon in San Francisco, California, provided that if the claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a non-appearance based telephonic hearing, or by an in-person hearing as established by the AAA Rules. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In such case, you agree to reimburse the Company for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at

any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.(F) No Class Actions: you and the Company agree that each may bring claims against the other only in your or its individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Furthermore, unless both you and the Company agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.(G) Enforceability: if only Subsection F of this Section or the entirety of this Section is found to be unenforceable, then the entirety of this Section shall be null and void and, in such case, the parties agree that the exclusive jurisdiction and venue described elsewhere in this Section shall govern any action arising out of or related to these Terms of Service.

## Limitation of Liability

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