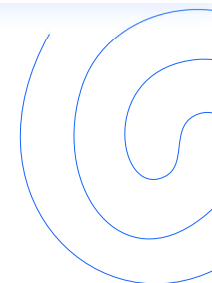
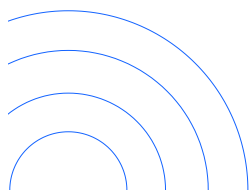




Log in



Clever General Terms of Use



Effective Date: June 30, 2022

[Privacy](#) - [Terms](#)

Welcome to Clever! We're ("we", "us", or "Clever") delighted to have you on our website and maybe even using our service (the "Services"). Please continue reading to learn about the terms by which you may use our web and/or mobile services (collectively, the "Services").

These General Terms of Use apply to all: (i) schools, school districts, and related entities and organizations that sign up to use the Services, including but not limited to administrators who access the Services on their behalf (each a "School"); (ii) non-School visitors, users, and others, including students, teachers, and their parents or guardians, who use the Services; and (iii) third-party providers of software, applications or tools (each a "Developer" and collectively with the individuals referenced in (ii) above and Schools, the "Users" or "you"). If you're a School, our [Additional Terms of Use for Schools](#) apply to you too. If you are a parent or guardian that creates an account on Clever (each a "Parent"), our [Additional Terms of Use for Parents](#) apply to you, too. If you're a Developer, our [Additional Terms of Use for Developers](#) apply to you too. These General Terms of Use, the [Additional Terms of Use for Schools](#) (as applicable to Schools), [Additional Terms of Use for Parents](#) (applicable to Parents) and the [Additional Terms of Use for Developers](#) (as applicable to Developers) are collectively referred to herein as the "Agreement".

By accessing or using the Services, checking the box marked ["I Agree"], or by otherwise affirmatively stating your desire to use the Services, you signify that you have read, understood, and agree to be bound by this Agreement and to the collection and use of your information as set forth in the Clever [Privacy Policy](#), otherwise you may not use the Services. Because our Services change relatively often, the terms in this Agreement and our Privacy Policy may change too. If you are a School or a Developer using the Services, we will notify you via email in advance of any material changes to the terms. Upon making changes, we will update the "Effective Date" found at the top of this page. Your continued use of the Services after any changes constitutes your acceptance of the new terms. This next sentences are surrounded by stars because they are important: ***Please read these terms carefully to ensure that you understand each provision. If you are a Developer or a Parent, these terms contain a mandatory individual arbitration agreement in Section 3(viii) (the "Arbitration Agreement") and class action/jury waiver provision in Section 3(ix) (the "Class Action/Jury Trial Waiver") that apply to you. The Arbitration Agreement and Class Action/Jury Trail Waiver require, with only specified exceptions in Sections 3(viii) and 3(ix) or unless you opt out pursuant to the instructions in Section 3(viii), the exclusive use of final and binding arbitration on an individual

basis only to resolve disputes, rather than jury trials or class, collective, private attorney general or representative actions or proceedings. ***

SECTION 1. WHAT ARE CLEVER'S SERVICES AND WHO CAN USE THEM?

What do we do? We provide Schools both data integration and single sign-on functionality, making it easier for Schools to choose, deploy, and control software, applications or tools made available by Developers that are used by their teachers and students, as well as to use certain Clever software applications we may make available to access the Services via a website or mobile device (our "App"). We also operate an online application marketplace where Developers can offer to sell subscriptions to their own software applications for direct distribution to Schools (the "Clever App Store").

You're allowed to use the Services only if you can form a binding contract with Clever, and only in compliance with this Agreement and all applicable local, state, national, and international laws, rules and regulations. If you've been removed from the Services previously, you're not allowed to use them again.

Subject to the terms and conditions of this Agreement, Clever grants to you permission to access and use the Services. We reserve all rights not expressly granted to you in the Services and the Clever Content (as defined below). We may terminate this license at any time for any or no reason.

i) DETAILS ABOUT THE CLEVER SERVICES

Your Clever account gives you access to our Services, but don't sign up on behalf of a School if you do not have the requisite authority to do so. Once you sign up, you are responsible for your account and any data associated with it.

Your Clever account gives you access to the Services and functionality we make available from time to time and at our discretion, which may include single sign-on capability for certain applications made available by Developers. We maintain different types of accounts for different types of Users. If you open a Clever account on behalf of a

School or a Developer, then (a) “you” includes you and that entity, and (b) you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to this Agreement and that you agree to this Agreement on the entity’s behalf.

Remember: you are responsible for any activity that occurs on your account, you may never use someone else’s account without permission, and you must keep your account password secure. We recommend using “strong” passwords (passwords that use a combination of upper and lower case letters, numbers and symbols, and are not reused with any other service) with your account to avoid unauthorized use. Please let us know immediately if you think your account’s security has been compromised so we can help; we are not liable for any losses of any kind caused by any unauthorized use of your account.

ii) WHAT CONTROL DO I HAVE OVER MY USE OF THE SERVICES?

You may control your profile and how you interact with the Services by changing the settings in your [settings page](#). By providing your email address to us you consent to our using the email address to send you Services-related notices, including any required legal notices and other messages, such as additions or changes to the Services and/or notices of product offers. You may opt out or change your preferences in your [settings page](#). While we need your email address to send you important Services-related notices, you can always ask us to stop sending you certain marketing messages. Opting out may prevent you from receiving email messages regarding updates, improvements, or offers.

iii) RESTRICTED USES

Please don’t do anything to harm our product or try to hack our Services. Specifically, by using the Services, you agree not to do any of these things: (i) copy, distribute, or disclose any part of the Services in any medium, including but not limited to by any automated or non-automated “scraping”; (ii) use any automated system, including but not limited to “robots,” “spiders,” “offline readers,” etc., to access the Services in a manner that sends more request messages to the Clever servers than a human can reasonably produce in the same period of time by using a conventional online web browser; (iii) transmit spam, chain letters, or other unsolicited email; (iv) attempt to interfere with, compromise the system integrity or security or decipher any transmissions to or from the

servers running the Services; (v) take any action that imposes, or may impose an unreasonable or disproportionately large load on our infrastructure; (vi) transmit any malicious software agents through the Services; (vii) collect or harvest any third-party personally identifiable information, including account names or Student Data (as defined below), from the Services; (viii) use the Services for any commercial solicitation purposes; (ix) impersonate another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) interfere with the proper working of the Services; (xi) access any content on the Services through any technology or means other than those provided or authorized by the Services; or (xii) bypass the measures we use to prevent or restrict access to the Services, including but not limited to features that prevent or restrict use or copying of any content or enforce limitations on use of the Services or related content.

We continually update our Services to offer the best possible product. While we plan to continue to offer and improve our Services, we may, without prior notice, change, cancel, create usage limits for, or permanently or temporarily stop offering or allowing you access to the Services generally (“Service Changes”). While we’ll try to give you advance notice of Service Changes that will adversely affect you, this might not be practical or possible and we retain the right to make Service Changes without notice and liability for any reason. If this Agreement ends you continue to be bound by it in any interactions you may have with the Services.

You are fully responsible for your interactions with other Users, and we have no liability for your interactions with any other Users, or for any User’s actions or inactions with respect to you.

iv) USER CONTRIBUTIONS

The Services may contain interactive features like personal messaging and product review functions that allow Users to post, submit, publish, display, or transmit (collectively, “Share”) messages, content and other materials (“User Contributions”) to Users or other persons content or materials on or through the Services. All User Contributions must comply with this Agreement.

By Sharing User Contributions through our Services, you agree to allow others to view, edit, share, and/or interact with those User Contributions in accordance with your settings and this Agreement. We have the right (but not the obligation) in our sole discretion to monitor and remove any User Contributions that are Shared via our Services. You hereby grant each User a non-exclusive license to access your User Contributions through our Services, and to use, reproduce, distribute, display and perform your User Contributions, which you make

available to such User through our Services. You further grant, and represent and warrant that you have all rights necessary to grant, to us an irrevocable, perpetual, transferable, sublicensable (through multiple tiers), fully paid, royalty-free, and worldwide right and license to use, copy, store, modify, distribute and display your User Contributions: (a) to maintain and provide our Services; (b) other User Contributions submitted as personal messaging, to improve our products and services and for our other business purposes, such as data analysis, customer research, developing new products or features, and identifying usage trends; and (c) to perform such other actions as described in the Clever Privacy Policy or as authorized by you in connection with your use of our Services.

You represent and warrant that you own or control all rights in and to the User Contributions, have the right to grant the licenses granted above, and all of your User Contributions do and will comply with this Agreement. You understand and acknowledge that you are responsible for any User Contributions you Share, and you, not we, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness. We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other User.

We have the right to:

- Remove or refuse to post any User Contributions in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates this Agreement, infringes any intellectual property right or other right of any person or entity, threatens the safety of Users or the public, or could create liability for us.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Services.

- Terminate or suspend your access to all or part of the Services for any or no reason, including without limitation, any violation of this Agreement.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Services. This next sentence is surrounded by stars because it is important: *** You waive and hold us and our affiliates, licensees, and service providers harmless from any claims resulting from any action we or our affiliates, licensees, and service providers take during, or taken as a consequence of, investigations related to such cooperation. ***

We cannot review all User Contributions before they are Shared, and cannot ensure prompt removal of objectionable material after it has been posted. We assume no liability for any action or inaction regarding transmissions, communications, or content provided by any User or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described above.

vi) ADDITIONAL TERMS APPLICABLE TO OUR APP

To use our App you must have a mobile device that is compatible with the App. Clever does not warrant that our App will be compatible with your mobile device. You may use mobile data in connection with our App and may incur additional charges from your wireless provider for these services. You agree that you are solely responsible for any such charges. Clever hereby grants you a non-exclusive, non-transferable, revocable license to use a compiled code copy of our App for one Clever User account on one mobile device owned or leased solely by you, for your personal use. You may not: (i) modify, disassemble, decompile or reverse engineer our App, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer our App to any third party or use the App to provide time sharing or similar services for any third party; (iii) make any copies of our App; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of our App, features that prevent or restrict use or copying of any content accessible through our App, or features that enforce limitations on use of our App; or (v) delete the copyright and other proprietary rights notices on our App. You acknowledge that Clever may from time to time issue upgraded

versions of the App, and may automatically electronically upgrade the version of the App that you are using on your mobile device. You consent to such automatic upgrading on your mobile device, and agree that the terms and conditions of this Agreement will apply to all such upgrades. Any third-party code that may be incorporated in our App is covered by the applicable open source or third-party license EULA, if any, authorizing use of such code. The foregoing license grant is not a sale of our App or any copy thereof, and Clever or its third-party partners or suppliers retain all right, title, and interest in the App (and any copy thereof). Any attempt by you to transfer any of the rights, duties or obligations hereunder, except as expressly provided for in this Agreement, is void. Clever reserves all rights not expressly granted under this Agreement. If our App is being acquired on behalf of the United States Government, then the following provision applies. Our App will be deemed to be “commercial computer software” and “commercial computer software documentation”, respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, reproduction, release, performance, display or disclosure of the Services and any accompanying documentation by the U.S. Government will be governed solely by these Terms of Service and is prohibited except to the extent expressly permitted by these Terms of Service. Our App originates in the United States, and is subject to United States export laws and regulations. Our App may not be exported or re-exported to certain countries or those persons or entities prohibited from receiving exports from the United States. In addition, our App may be subject to the import and export laws of other countries. You agree to comply with all United States and foreign laws related to use of our App and the Services.

The following applies if you acquire our App from the Apple App Store (“Apple-Sourced Software”): You acknowledge and agree that this Agreement is solely between you and Clever, not Apple, Inc. (“Apple”) and that Apple has no responsibility for the Apple-Sourced Software or content thereof. Your use of the Apple-Sourced Software must comply with the App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Apple-Sourced Software. In the event of any failure of the Apple-Sourced Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Sourced Software to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Sourced Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by this Agreement and any law applicable to Clever as provider of the software. You acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the Apple-Sourced Software or your possession and/or use of the Apple-Sourced Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Apple-Sourced Software fails to conform to any

applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by this Agreement and any law applicable to Clever as provider of the software. You acknowledge that, in the event of any third-party claim that the Apple-Sourced Software or your possession and use of that Apple-Sourced Software infringes that third party's intellectual property rights, Clever, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by this Agreement. You and Clever acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of this Agreement as relates to your license of the Apple-Sourced Software, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement as relates to your license of the Apple-Sourced Software against you as a third-party beneficiary thereof.

SECTION 2. RIGHTS IN OUR CONTENT

"Student Data" is any information (in any format) that is directly related to any identifiable current or former student that is maintained by a School, and may include "educational records" as defined by the Family Educational Rights and Privacy Act ("FERPA") that Schools provide to us. While we may need to access Student Data to provide the Services to you, Schools own the Student Data and remain responsible for it. Our [Additional Terms of Use for Schools](#), [Additional Terms of Use for Developers](#), and [Privacy Policy](#) provide more detail around how we handle Student Data.

"Intellectual Property Rights" means all worldwide patent rights, copyright rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all related applications and registrations, renewals and extensions.

Except for Student Data or the applications made available by Developers, the Services and all materials made available to you in connection with them, including, but not limited to, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and any content belonging to other Users (the "Clever Content"), and all related Intellectual Property Rights, are the

exclusive property of Clever and its licensors. Except as specified in this Agreement, nothing may be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any Clever Content. To be clear: any use of the Clever Content for a purpose not expressly permitted by this Agreement is strictly prohibited.

If you send us ideas or comments about our Services, you agree that we may freely use or reference those ideas and comments and we do not owe you any payment or have any other obligation of any kind for such ideas or comments.

SECTION 3. GENERAL LEGAL TERMS

i) CLEVER DATA

Certain parts of the Services may allow you to obtain or access analytics or other data or information associated with your account (“Clever Data”). The data elements we collect and use to create Clever Data depends on your student information system (“SIS”) type and the applications you are working with. You can find the data elements used by each application by going to your dashboard.

Clever Data is licensed to you for your use on a limited basis, and is governed solely by the terms of this Agreement and available for distribution only at our sole discretion. Clever owns the account you use to access the Services along with any rights of access or rights to data stored by or on behalf of Clever on Clever servers (except with respect to any Student Data that we may be storing for you), including but not limited to any data representing any or all of your Clever Data. Clever has the right to manage, control and even eliminate Clever Data, except that Clever may only use Student Data as specifically permitted by this Agreement.

These next sentences are surrounded by stars because they are important: *** You understand and agree that any data, account history and account content residing on Clever’s servers may be deleted at any time for any reason in Clever’s sole discretion, with or without notice and with no liability of any kind. We do not provide or guarantee, and expressly disclaim, any value, cash or otherwise, attributed to any data residing on Clever’s servers. If you’re a

School, you should be absolutely sure to keep copies of Student Data in your SIS or in other secure storage. You should not rely on us to provide copies of or access to your student data. ***

ii) PRIVACY AND SECURITY

We take very seriously the privacy of our users, including schools, teachers, parents, and students. By using the Services you consent to the collection, use and disclosure of your information (including but not limited to Student Data) as set forth in our [Privacy Policy](#) and, if you're a School, in the [Additional Terms of Use for Schools](#), and to have your information (including but not limited to Student Data) collected, used, transferred to and processed in the United States pursuant to our [Privacy Policy](#).

iii) THIRD-PARTY SERVICES

Our Services may incorporate or contain links to websites, products, applications, services, related product and service descriptions, marketing materials and/or other content or information made available by Developers or other third party providers (collectively, "Third-party Materials"). Keep in mind that we do not endorse or assume any responsibility for any Third-party Materials (including but not limited to software or applications made available by Developers via the Clever App Store or otherwise). If you access or use any Third-party Materials or engage with a third-party Developer from or within the Services, you understand that you do so at your own risk, and you understand that this Agreement, the [Additional Terms of Use for Schools](#), [Additional Terms of Use for Developers](#), and our [Privacy Policy](#) do not apply to your use of those Third-party Materials, which have their own applicable terms and policies. Additionally, your dealings with Developers found on or through the Services, including for payment, use of your Student Data by the Developers, and your agreement to any terms and conditions of such Developers (such as warranties or privacy policies) are only between you and such Developers. We are not responsible for any loss or damage of any sort relating to your dealings with such Developers or other Third-party Providers.

Without limiting the foregoing, with respect to any use of Google Classroom as integrated with the Services, you agree to comply with the [Google APIs Terms of Service](#) and such other terms and conditions as Google may provide from time to time.

iv) INDEMNITY

You agree to defend, indemnify and hold harmless Clever and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Services, including any data or content transmitted or received by you; (ii) your violation of any term of this Agreement, including but not limited to your breach of any of the representations and warranties; (iii) your violation of any third-party right, including but not limited to any right of privacy or Intellectual Property Rights; (iv) your violation of any applicable law, rule or regulation, including but not limited to FERPA, the Protection of Pupil Rights Amendment ("PPRA"), and the Children's Online Privacy and Protection Act ("COPPA"); (v) any content or information that is submitted via your account; or (vi) any other party's access and use of the Services with your unique username, password or other appropriate security code.

These next few sections are surrounded by stars so we can be sure we have your attention because they are important. Again, please feel free to contact us by visiting our [Help Center](#) if any of this is unclear or if you have any questions about what these sections mean.

v) WARRANTY DISCLAIMER

*** The Services are provided on an "as is" and "as available" basis. Use of the Services is at your own risk. To the maximum extent permitted by applicable law, the Services are provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Without limiting the foregoing, Clever, its subsidiaries, its affiliates, and its licensors do not warrant that the Clever Content is accurate, reliable or correct; that the Services will meet your requirements; that the Services will be available at any particular time or location, uninterrupted; that any defects or errors will be corrected; or that the Services are free of viruses or other harmful components. Any content downloaded or otherwise obtained through the use of the Services is downloaded at your own risk and you will be solely responsible for any damage to your computer system or loss of data that results from such download or your use of the Services. ***

*** We do not warrant, endorse, guarantee, or assume responsibility for any Third-party Materials (including without limitation Developers' applications or any product or services advertised or offered by a third party through the Services), and we will not be a party to or in any way monitor any transaction between you and third-party providers of Third-Party Materials (including without limitation Developers). ***

Federal law, some states, provinces and other jurisdictions do not allow exclusions and limitations of certain implied warranties, so some of the above limitations may not apply to you.

vi) LIMITATION OF LIABILITY

*** To the maximum extent permitted by applicable law, in no event shall Clever, its affiliates, agents, directors, employees, suppliers or licensors be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data or other intangible losses, that result from the use of, or inability to use, the Services. Under no circumstances will Clever be responsible for any damage, loss or injury resulting from hacking, tampering or other unauthorized access or use of the Services or your account or the information contained therein. ***

*** To the maximum extent permitted by applicable law, Clever assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our services; (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein; (iv) any interruption or cessation of transmission to or from the services; (v) any malicious software agents that may be transmitted to or through our services by any third party; (vi) any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the services; and/or (vii) content you create or the defamatory, offensive, or illegal conduct of any third party. In no event shall Clever, its affiliates, agents, directors, employees, suppliers, or licensors be liable to you for any claims, proceedings, liabilities, obligations, damages, losses or costs in an amount exceeding the amount you paid to Clever hereunder or \$100.00, whichever is greater. ***

*** This limitation of liability section applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if Clever has been advised of the possibility of such damage. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction. ***

The Services are controlled and operated from US-based facilities, and we make no representations that they're appropriate or available for use in other locations. If you access or use the Services from other jurisdictions, you understand that you're entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. Because we have to say this, you may not use the Services if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government.

vii) GOVERNING LAW

You agree that: (i) the Services will be deemed solely based in California; and (ii) the Services will be deemed passive services that do not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than California. This Agreement will be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. You acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the preceding sentences with respect to the substantive law, the Federal Arbitration Act (9 U.S.C. §§ 1-16) ("FAA") governs the interpretation and enforcement of the Arbitration Agreement in Section 3(viii) and preempts all state laws to the fullest extent permitted by law. If the FAA is determined to not apply to any issue that arises from or relates to the Arbitration Agreement, then that issue shall be resolved under and governed by the law of your state of residence. The application of the United Nations Convention on Contracts for the International Sale of Goods does not apply. You agree to submit to the exclusive personal jurisdiction of the federal and state courts located in Santa Clara County, California for any actions related to this Agreement. You agree that Santa Clara County, California is the proper and exclusive forum for any appeals of an arbitration award or for trial court proceedings in the event that the arbitration provision below is found to be unenforceable.

viii) ARBITRATION

*** Read this section carefully because it requires Parents and Developers to arbitrate their disputes and limits the manner in which they can seek relief from Clever. ***

If you are a Parent or a Developer, then this section (the “Arbitration Agreement”) applies to and governs any dispute, controversy, or claim between you and Clever that arises out of or relates to, directly or indirectly: (a) this Agreement, including the formation, existence, breach, termination, enforcement, interpretation, validity, or enforceability thereof; (b) access to or use of the Services, including receipt of any advertising or marketing communications; (c) any transactions through, by, or using the Services; or (d) any other aspect of your relationship or transactions with us, directly or indirectly, as a consumer (“Claim” or collectively, “Claims”). The Arbitration Agreement shall apply, without limitation, to all Claims that arose or were asserted before or after your agreement to this Agreement.

If you are a new User, you can reject and opt-out of this Arbitration Agreement within 30 days of accepting this Agreement by emailing us at legal@clever.com with your first and last name and stating your intent to opt-out of the Arbitration Agreement. Note that opting out of this Arbitration Agreement does not affect any other part of this Agreement, including the provisions regarding controlling law or in which courts any disputes must be brought.

For any Claim, you agree to first contact us at legal@clever.com and attempt to resolve the dispute with us informally. In the unlikely event that we have not been able to resolve a Claim after sixty (60) days, we each agree to resolve any Claim exclusively through binding arbitration by AAA before a single arbitrator (the “Arbitrator”), under the Expedited Procedures then in effect for AAA (the “Rules”), except as provided herein. In the event of any conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement shall control. AAA may be contacted at www.adr.org, where the Rules are also available. The arbitration will be conducted in the U.S. county where you live or Delaware, unless we agree otherwise. If you are using the Services for commercial purposes, each party will be responsible for paying any AAA filing, administrative and arbitrator fees in accordance with AAA rules, and the award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys’ fees and reasonable costs for expert and other witnesses. If you are an individual using the Services for non-commercial purposes: (i) AAA may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from AAA; (ii) the award rendered by the arbitrator may include your costs of arbitration, your reasonable attorney’s fees, and your reasonable costs for expert and other witnesses; and (iii) you may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this does not absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. You and Clever agree that the Arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any

disputes relating to the interpretation, applicability, enforceability or formation of this Arbitration Agreement, including any claim that all or any part of this Arbitration Agreement is void or voidable. The Arbitrator shall also be responsible for determining all threshold arbitrability issues, including issues relating to whether the Agreement, any provision of the Agreement, is unconscionable or illusory and any defense to arbitration, including waiver, delay, laches, unconscionability, or estoppel.

Nothing in this section shall be deemed as: preventing us from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, Intellectual Property Rights or other proprietary rights; or preventing you from asserting claims in small claims court, if your claims qualify and so long as the matter remains in such court and advances on only an individual (non-class, non-representative) basis.

If this Arbitration Agreement is found to be void, unenforceable, or unlawful, in whole or in part, the void, unenforceable, or unlawful provision, in whole or in part, shall be severed. Severance of the void, unenforceable, or unlawful provision, in whole or in part, shall have no impact on the remaining provisions of the Arbitration Agreement, which shall remain in force, or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to the Arbitration Agreement. Notwithstanding the foregoing, if the Class Action/Jury Trial Waiver below is found to be void, unenforceable, or unlawful, in whole or in part, because it would prevent you from seeking public injunctive relief, then any dispute regarding the entitlement to such relief (and only that relief) must be severed from arbitration and may be litigated in a civil court of competent jurisdiction. All other claims for relief subject to arbitration under this Arbitration Agreement shall be arbitrated under its terms, and the parties agree that litigation of any dispute regarding the entitlement to public injunctive relief shall be stayed pending the outcome of any individual claims in arbitration.

ix) CLASS ACTION / JURY TRIAL WAIVER

*** With respect to all Parents and Developers, regardless of whether they have obtained or used the Services for personal, commercial or other purposes, all claims must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class action, collective action, private attorney general action or other representative proceeding. This waiver applies to class arbitration, and unless we agree otherwise, the arbitrator may not consolidate more than one person's claims. You and Clever agree that the arbitrator may award relief only to an individual claimant and only to the extent necessary to provide relief on your individual claim(s). Any relief

awarded may not affect other users. You and Clever further agree that , by entering into this Agreement, you and Clever are each waiving the right to a trial by jury or to bring, join, or participate in a class action, collective action, private attorney general action, or other representative proceeding of any kind as a plaintiff or class member. ***

x) DMCA NOTICE

Since we respect artist and content owner rights, it is our policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 (“DMCA”). If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Services, please notify our copyright agent as set forth in the DMCA. For your complaint to be valid under the DMCA, you must provide the following information in writing:

1. An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
2. Identification of the copyrighted work that you claim has been infringed;
3. Identification of the material that is claimed to be infringing and where it is located on the Services;
4. Information reasonably sufficient to permit us to contact you, such as your address, telephone number, and, e-mail address;
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and
6. A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to the following DMCA Agent:

Attn: DMCA Notice

Legal Department

Tel.: 1-877-578-5572

Email: legal@clever.com



*** Under Federal Law, if you knowingly misrepresent that online material is infringing, you may be subject to criminal prosecution for perjury and civil penalties, including monetary damages, court costs, and attorneys' fees.

This procedure is exclusively for notifying us that your copyrighted material has been infringed. The requirements above are intended to comply with our rights and obligations under the DMCA, but do not constitute legal advice. It may be advisable to contact an attorney regarding rights and obligations under the DMCA and other applicable laws. In accordance with the DMCA and other applicable law, we have a policy of terminating, as appropriate, Users deemed to be repeat infringers. We may also choose to limit access to the Services and terminate the accounts of Users who infringe intellectual property rights of others, whether or not there is any repeat infringement.

xi) SEVERABILITY AND WAIVER

This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by us in accordance with the terms of our [Privacy Policy](#). This Agreement, together with any amendments and any additional agreements you may enter into with Clever in connection with the Services including other agreements referenced herein, constitute the entire agreement between you and Clever concerning the Services. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of this Agreement, which will remain in full force and effect. No waiver of any term of this Agreement will be deemed a further or continuing waiver of such term or any other term, and Clever's failure to assert any right or provision under this Agreement will not constitute a waiver of such right or provision. If access to the Services is licensed to the United States government or any agency thereof, then the Services will be deemed to be "commercial computer software" and "commercial computer software documentation," pursuant to DFARS Section 227.7202 and FAR Section 12.212, respectively, as applicable. Any use, reproduction, release, performance, display, or disclosure of the Services and any accompanying documentation by the U.S. Government will be governed solely by this Agreement and is prohibited except to the extent expressly permitted by this Agreement. Neither party will hold themselves out to be joint venturers, and neither party is authorized or empowered to act as the agent of the other.

xii) HOW TO CONTACT US

If you have any questions about this Agreement, please contact us by visiting our [Help Center](#).

Additionally, Clever can be reached:

By Email: trust@clever.com

By Phone: 1-800-521-6516



Solutions

For schools

For partners

For teachers

For parents

Data & Access

Rostering for Partners

Rostering for Schools

SSO for Partners

SSO for Schools

Clever Badges

Clever Analytics

Digital Classroom

Identity & Security

Identity Management

Multi-factor Authentication

[Classroom Portal](#)

[Clever Library](#)

[Clever Messaging](#)

Other Products

[Interoperability](#)

[Clever Global](#)

[Clever Parents](#)

Platform

[Pricing](#)

[Apps on Clever](#)

Help

Services

[Clever Academy](#)

[Consulting Services](#)

[24/7 Support](#)

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Log in

Clever's Commitment to Your Privacy

Effective Date: June 23, 2023

[Privacy](#) - [Terms](#)

Clever is a proud signatory of the [Student Data Privacy Pledge](#).

Clever (“Clever,” “we,” or “us”) understands that privacy is tremendously important to our online visitors to our website (“Website Visitors”), to schools who use our Service (“Schools”), and to students whose information we may access on behalf of a School (“Students”). Clever provides a platform that enables Schools to securely provision the accounts with the third-party applications that they use. As we describe below, Schools decide which data is integrated with Clever, and Schools are responsible for determining whether data is ever shared with applications through Clever. This privacy policy applies to our website <https://clever.com/> and to the Clever platform (our “Service”) and describes the steps we take to protect your data.

Capitalized terms that are not defined in this Privacy Policy have the meaning given them in our [Terms of Use](#).

Click on the links below to jump to each section:

1. [How We Collect and Use Information](#)
2. [Sharing of Your Information](#)
3. [How We Protect Your Information](#)
4. [Your Choices About Your Information](#)
5. [Children’s Privacy](#)
6. [Links to Other Websites and Services](#)
7. [How to Contact Us](#)
8. [Jurisdiction-Specific Disclosures](#)
9. [Changes to Our Privacy Policy](#)

In certain jurisdictions, we are required by applicable data protection laws to provide different or additional disclosures relating to the processing of personal information about residents of certain countries, regions or states. If you are a resident of the states of California, Colorado, Connecticut, Nevada, Virginia or Utah, or if you

are located in the European Economic Area, Switzerland or the United Kingdom, Canada or Australia, please click on [Jurisdiction-Specific Disclosures](#) for additional disclosures that may be applicable to you.

We strive to be transparent in our data collection and use practices. This is the type of personal information we may collect. Student Data is used only for educational purposes at the direction of the School.

1. HOW WE COLLECT AND USE INFORMATION

We collect the following types of information:

Information about Schools: We ask for certain information when a School administrator registers a School with Clever, or if the administrator corresponds with us online, including a name, school name, school district, school email address and/or account name and password, phone number, message content, and information relating to the School's information systems. We may also retain information provided by a School if the School sends us a message, posts content to our website or through our Service, or responds to emails or surveys. Once a School begins using the Clever Service, we will collect content and information provided by the School through the School's use of the Service and we will keep records of activities related to the Service. We use this information to operate, maintain, and provide to the features and functionality of the Service, to analyze and improve our Service offerings and functionality, and to communicate with our Schools and Website Visitors.

If a School uses Clever IDM, Clever will also access user data from the School's identity provider to create, update, and archive user accounts in selected identity providers. This may include updates to account fields and an account's membership in organizational units and groups. If the School sets up Google Workspace as a destination in Clever IDM, Clever's use and transfer to any other app of information received from Google APIs will adhere to [Google API Services User Data Policy](#), including the Limited Use requirements.

Student Data: Through the course of providing its Service to a School, Clever may have access to personally identifiable information about students (“Student Data”) that is provided by the School, by the parent or guardian, or by the Student. Depending on the features and functionality of the Service selected by the School, a School may authorize Clever to receive Student Data from the learning application(s) provided by third-party developers that are used by the School. Clever has access to Student Data only as requested by the School and only for the purposes of performing Services on the School’s behalf. The type of Student Data we collect will depend on how the School uses the Service and the learning applications which the School connects through the Service. In many instances, Clever receives Student Data only from the School or its designated third parties and never interacts with the Student directly. In some instances, depending on the level of Clever’s Service selected by the School, the Schools may allow Students to log into the Clever Service to access third party applications that have been authorized by the School. In that instance, the School provides each student with login credentials and confirms that it has obtained appropriate parental consents, as needed, before the student is permitted to access the Service.

Badges: As an alternative to a user name and password login, a School may choose to use the Clever Badge to authenticate Student users. The Clever Badge is a QR code provided by the School to the Student (usually in the form of a laminated card or paper print-out) which recognizes a user’s Clever account when the Badge is read by the camera on a Chromebook, laptop or other device. Clever does not collect or store any image collected by the device camera. The camera content is processed on the users’ device and Clever only receives the tokens used for authentication. You can learn more about Clever Badges [here](#).

Student Data is used only for educational purposes at the direction of the School. We consider Student Data to be confidential and do not use such data for any purpose other than to provide the services on the School’s behalf, in accordance with contractual agreements with the School. Our collection, use, and disclosure of Student Data is governed by our [General Terms of Use](#), our [Additional Terms of Use for Schools](#), and/or any other agreement with the School, by the provision of the Family Educational Rights and Privacy Act (FERPA), the Children’s Online Privacy Protection Act (COPPA), and applicable state laws which relate to the collection of Student Data. If you are a Student or parent, please contact your School if you have questions about the School’s use of technology service providers like Clever.

See [“How We Share Your Information”](#) below for more information on the limited ways in which we share School and Student Data. See [“Children’s Privacy”](#) below for more information on how we collect and use the personal information of children under 13.

Information about Parents: Depending on the features and functionality selected by the School, we may collect personal information about a student’s parent or legal guardian (a “Parent”) that is provided by the school or by the Parent if the Parent creates an account to access the School’s Clever Service. Please refer to the [Additional Terms of Use for Parents](#) to learn more about how we treat Parent personal information and accounts.

Information about Others: We also collect personal information from Developers and other individuals who create an account, correspond with us online or otherwise use or interact with the Clever Service, including a name, contact information and information relating to the Developer business or service. We may also retain information if the Developer sends us a message, posts content to our website or through our Service, or responds to emails or surveys. Once a Developer begins using the Clever Service, we will collect content and information about the Developer’s use of and interaction with the Service and we will keep records of activities related to the Service. We use this information to operate, maintain, and provide to the features and functionality of the Service, to analyze and improve our Service offerings and functionality, and to communicate with our Developers and others.

Information collected through use of the Service: We may collect information you provide or upload to the Service as well as activity and actions within our Service. For example, we collect information from files that you upload or content you post to the Service (such as in a classroom dashboard), messages you send or receive through the Service, and content you post such as in product reviews or comments. If you are a Developer, we will also collect information you make available to us when developing an Application via the Service.

Information collected through technology: Like most websites and online services, we and our third-party partners automatically collect certain types of usage information when you visit our Services, read our emails, or otherwise engage with us. We typically collect this information through a variety of tracking technologies, including cookies, web beacons, file information and similar technology (collectively, “tracking technologies”). For example, we collect information about your device and its software, such as your IP address, browser type, Internet service provider, platform type, device type, operating system, date and time stamp, a unique ID that

allows us to uniquely identify your browser, mobile device, or your account, and other such information. We also collect information about the way you use our Service, for example, the site from which you came and the site to which you are going when you leave our website, the pages you visit, the links you click, how frequently you access the Service, whether you open emails or click the links contained in emails, whether you access the Service from multiple devices, and other actions you take on the Service. When you access our Service from a mobile device, we may collect unique identification numbers associated with your device or our mobile application, mobile carrier, device type, model, and manufacturer, and mobile device operating system. We may be able to determine your approximate location by analyzing other information, like an IP address to associate a user with their School. 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 honor the privacy preferences of our visitors, we are not able to respond to Do Not Track signals from your browser at this time.

Cookies and related technology allow us to provide you with a better user experience. For example, we may use the data collected through cookies to: (a) remember information so that a user will not have to re-enter it during subsequent visits; (b) provide custom, personalized content and information; (c) identify you across multiple devices; (d) provide and monitor the effectiveness of our Service; (e) monitor aggregate metrics such as total number of visitors, traffic, and usage on our website and our Service; (f) diagnose or fix technology problems; (g) help users efficiently access information after signing in; and (h) otherwise to plan for and enhance our Service. On certain portions of our website, we and our third party partners may also collect device and usage data for purposes of tracking adult visitors to our websites and for other targeted advertising, attribution, research and analytics purposes. While we may permit third party advertising partners to collect information from visitors to adult-directed pages of our site (such as the support pages), we do not permit third party advertising networks to collect information about authenticated users of our Service for the purpose of serving targeted advertising and we will never use Student Data for targeted advertising.

If you would prefer not to accept cookies, most browsers will allow you to: (i) change your browser settings to notify you when you receive a cookie, which lets you choose whether or not to accept it; (ii) disable existing cookies; or (iii) set your browser to automatically reject cookies. Please note that doing so may negatively impact your experience using the Service, as some features and services on our Service may not work properly. Depending on your mobile device and operating system, you may not be able to delete or block all cookies. You

may also set your email options to prevent the automatic downloading of images that may contain technologies that would allow us to know whether you have accessed our email and performed certain functions with it. For more information about the types of tracking technologies we use and how you can control them, please see our [Cookie Notice](#).

Student privacy is very important to us. Student Data is only shared in limited circumstances – and never shared with or sold to third parties for marketing purposes.

2. HOW WE SHARE YOUR INFORMATION

Clever only shares personal information in a few limited circumstances, described below. We do not rent or sell information for marketing purposes and we will never share or sell Student Data with third parties for marketing purposes.

Who we may share information with:

- We share information within the Service as needed to perform the Service and/or at the direction of the School. For example, information including Student Data will be shared between and among authorized School users such as teachers and School administrators, and will be shared with third parties such as specific Developers as directed and authorized by the School. This sharing will depend on the settings and functionality selected by the School.
- We may share information with our trusted third-party service providers who perform technology services on our behalf (e.g., web hosting and analytics services), but strictly for the purpose of carrying out their work for us. Contractors and service providers who may have access to Student Data in the course of performing their services are subject to confidentiality and data security requirements.

- We may be required to share information with law enforcement or other third parties when compelled to do so by court order or other legal process, to comply with statutes or regulations, to enforce our [General Terms of Use](#) or if we believe in good faith that the disclosure is necessary to protect the rights, property or personal safety of our users.
- We may share information in an aggregated and/or anonymous form that does not reasonably identify an individual or School. For example, we may use and share aggregate or anonymized data to study and improve our Service, user functionality, and product offerings.

In the event of a change of control: If we sell, divest or transfer our business, we will not transfer personal information of our customers unless the new owner intends to maintain and provide the Service as a going concern, and provided that the new owner has agreed to data privacy standards no less stringent than our own. In such case we will provide you with notice and an opportunity to opt-out of the transfer of personally identifiable Student Data.

How Student Data is shared: Other than the disclosures described above, Clever does not disclose Student Data other than as authorized and permitted by the School. The Clever Service may facilitate the School's sharing of Student Data with third parties. For example, some elements of our Service enable Schools to interact or communicate with parents, students, teachers and to share Student Data with designated third-party applications for the benefit of the student's education. Clever does not facilitate the sharing of any Student Data with third parties on the Service except on behalf of the School after the School has authorized a third party or application to access Student Data through the Service. Please remember that this Privacy Policy applies to the Clever Services, and not to other services or third-party applications, which have their own privacy policies. Schools should carefully read the privacy practices of each third-party application before agreeing to share Student Data with the third-party application through the Service.

We take strong measures to keep data safe and secure.

3. HOW WE PROTECT YOUR INFORMATION

Storage and processing: Any information collected through the Service from US residents is stored in the United States. Clever maintains strict administrative, technical, and physical procedures to protect information stored in our servers, which are located in the United States. 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. Other security safeguards include but are not limited to data encryption, firewalls, and physical access controls to building and files. You can learn more about our comprehensive security program by reviewing the [Clever Security Practices](#).

Unauthorized disclosure: If there is any disclosure or access to any personally identifiable Student Data by an unauthorized party that compromises the security, confidentiality, or integrity of the Student Data, we will promptly notify the affected School(s) and will use reasonable efforts to cooperate with their investigation of the incident.

Questions about data? Here are your options.

4. YOUR CHOICES ABOUT YOUR INFORMATION

Account information and settings: Schools may update account information and modify Services by signing into the administrator account. Schools and other Website Visitors can opt-out of receiving promotional email from us

by clicking on the “unsubscribe” feature at the bottom of each email. Sorry, you cannot unsubscribe from Service-related messaging.

If you have any questions about reviewing or modifying account information, contact us directly by visiting our [Help Center](#).

Access to Student Data: Student Data is provided and controlled by the Schools. If you have any questions about reviewing, modifying, or deleting personal information of a student, please contact your School directly.

How long we keep User Content: Following termination or deactivation of a School account, Clever may retain School profile information and content for a commercially reasonable time for backup, archival, or audit purposes, but any and all Student Data associated with the School will be deleted promptly. We may maintain de-identified or aggregated data, including usage data, for analytics purposes. We also may not be able to delete information that was previously shared with other users (such as through messages) or information previously shared with third-party applications. If you have any questions about data retention or deletion, please contact us by visiting our [Help Center](#).

We do not collect any information from students without consent.

5. CHILDREN’S PRIVACY

Clever does not knowingly collect any information from children under the age of 13 (or the applicable age of consent in local jurisdictions) unless and until the School has obtained appropriate parental consent for the student to use the Service. Because Clever collects and uses Student Data at the direction of and under the control of a School, Clever relies on each School to provide appropriate notice to parents of the School’s use of third party service providers such as Clever, and for the Schools to provide consent, if necessary, and authorization for Clever to collect Student Data, as permitted by the Children’s Online Privacy Protection Act

(COPPA) and other applicable data protection laws. Please contact us at trust@clever.com if you believe we have inadvertently collected personal information of a child without proper consent so that we may delete such data as soon as possible.

6. LINKS TO OTHER WEB SITES AND SERVICES

We are not responsible for the practices employed by websites, applications or services linked to or from our Service. We recommend that the School review the privacy policies of other applications before authorizing a third party to access data through the Service.

7. HOW TO CONTACT US

If you have any questions about this Privacy Policy or the Service, we recommend contacting us by visiting our [Help Center](#).

Additionally, Clever can be reached:

- By Email: trust@clever.com
- By Phone: 1-800-521-6516

If you are not satisfied with our response, you can contact the iKeepSafe Safe Harbor Program's dedicated consumer complaint department at: coppaprivacy@ikeepsafe.org

If a Student contacts Clever with a question about our Service, we will collect personal information from that Student only as necessary to respond to the Student's request and direct the Student to contact the Student's

School, and we will then delete or anonymize the personal data of the Student after providing our response.

8. JURISDICTION-SPECIFIC DISCLOSURES

We may be required by law to provide additional privacy disclosures, depending on the jurisdiction in which you reside. Please refer below for disclosures that may be applicable to you:

- *United States.* If you are a resident of California, Colorado, Connecticut, Nevada, Utah or Virginia, please click [here](#) for additional privacy disclosures.
- *Europe.* If you are located in the European Economic Area, Switzerland or the United Kingdom (“Europe”), please click [here](#) for additional Europe-specific privacy notice.
- *Canada.* If you are located in Canada, please click [here](#) for additional Canadian-specific privacy notice.
- *Australia.* If you are located in Australia, please click [here](#) for additional Australia-specific privacy notice.

9. CHANGES TO OUR PRIVACY POLICY

Clever may modify or update this Privacy Policy from time to time so you should review this page periodically. [Click here](#) to see all changes to this Privacy Policy. If we change the policy in a material manner, for example if we seek to use personal information in a materially different way than we had previously, we will provide at least 30 days’ notice. Of course, you can always opt-out by deleting your account before the changes take effect.



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