



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

Issue Paper

DATE:

December 2, 2024

AGENDA ITEM (ACTION ITEM):

Consider/Approve the sales contract and terms with NoRedInk for Beechgrove Elementary.

APPLICABLE BOARD POLICY:

01.1 - Legal Status of the Board

HISTORY/BACKGROUND:

NoRedInk is an online tool used for writing, grammar, and citation practice for English classes. NoRedInk helps to develop writing skills through modeling, scaffolding, and ongoing practice and allows teachers to give feedback in real time.

FISCAL/BUDGETARY IMPACT:

\$2,109.20/ Title I

RECOMMENDATION:

Approve the sales contract and terms with NoRedInk for Beechgrove Elementary.

CONTACT PERSON:

Kristie Cahill

Handwritten signature of Kristie Cahill in black ink.

Principal/Administrator

Handwritten signature of Tina Wautman in black ink.

District Administrator

Handwritten signature of the Superintendent in black ink.

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.

Customer name: Beechgrove
Elementary School

Primary contact name:
Kristie Cahill

Primary contact email:
kristie.cahill@kenton.kyschools.us

Billing address:
1029 Bristow Rd
Independence, Kentucky 41051
United States

Will a PO be required? (If Yes, please provide form)

Tax exempt? (If Yes, please provide certificate)

Service start date:
01-07-2025

Service end date:
05-30-2025

Payment terms:
Upfront

Billing terms:
Net 30

**NoRedInk Remittance Address
for Checks:**
NoRedInk Corp
PO Box 92507
Las Vegas, NV 89193-2507

Billing email:

Billing contact name:

SUMMARY

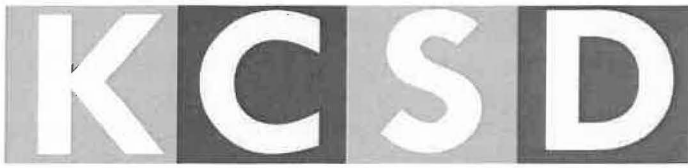
PRODUCT	SCHOOL	DESCRIPTION	UNIT PRICE	DISCOUNT	SALES PRICE	QTY	TOTAL PRICE
NRI Premium	Beechgrove Elementary School	NoRedInk Premium for designated students.	\$18.00	61.89%	\$6.86	220	\$1,509.20
Live Virtual Training - Small	Beechgrove Elementary School	One hour small virtual training session can have up to 4 teachers.	\$300.00		\$300.00	2	\$600.00
TOTAL:							\$2,109.20

- Start date will be as stated or later pending receipt of signatures and any required documents (PO and tax exempt certificates, as applicable).
- End date will be as stated or later to maintain the term length.
- If applicable, all unused Premium training services will expire annually on the service end date.
- Training dates can only be confirmed after order forms are signed by both parties.
- NoRedInk Premium may be unavailable for some portion of July for updates and data archives.
- If applicable, state sales tax will be added to your invoice unless proof of exemption has been received by NoRedInk prior to invoicing.

Please sign and return to: brian.owen@noredink.com

Contract terms: This Order Form incorporates and is subject to the Master Services Terms — collectively the “Agreement” — and constitutes a binding contract entered into by and between NoRedInk Corp. (“NoRedInk”), a Delaware corporation with its principal place of business at 548 Market Street, PMB 66984, San Francisco, CA 94105, and the entity listed below as client (“Client”). The Master Services Terms are available at: [NoRedInk Master Services Agreement](#). The Data Protection Addendum is available at: [NoRedInk Data Protection Addendum](#)

NoRedInk Corp. Signature	Beechgrove Elementary School Signature
Signature:	Signature:
Name:	Name:
Title: Head of Customer Success	Title:
Date:	Email:
	Date:



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

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.

NoRedInk Corp.
Vendor Name

442 N Barranca Ave, Suite 153, Covina, CA 91723
Vendor Address

(844) 667-3346, 3
Vendor Telephone

sales@noredink.com
Vendor Email Address


Signature by Vendor's Authorized Representative

Blake Sipek, Chief Financial Officer
Print Name

11/27/2024
Date

NO RED INK MASTER SERVICE TERMS

Kenton County School District

(last updated November 27, 2024)

The following terms and conditions, including those documents incorporated herein by reference (collectively, the “**Terms**”) are a legal contract between NoRedInk Corp. (“**NoRedInk**”) on the one hand, and you and your employer (collectively, “**Client**”) on the other. By approving an Order Form, having access to, receiving, and/or using the Services provided by NoRedInk you agree, on behalf of Client, without limitation or qualification, to be bound by and to comply with these Terms. Client may not use the Hosted Service or accept Professional Services unless it accepts these Terms and has the power and legal right to form a contract with NoRedInk under these Terms. Any individual using, accessing or procuring Services in the name of or as part of such individual’s responsibilities within an organization, or who submits to the Hosted Service data controlled by such organization, represents and warrants that such individual is authorized and intends by those actions to bind such organization to these Terms.

Each Order Form will be deemed to incorporate these Terms as published by NoRedInk on the effective date of such Order Form.

1. Definitions.

“**Agreement**” means these Terms and each Order Form agreed by the parties.

“**Client Data**” means any electronic data, information or material, including content created by Users and personal information, provided or submitted to NoRedInk by Client or Users to or through the Hosted Service.

“**Hosted Service**” means, collectively, those hosted service(s) set forth in an Order Form(s) made available by NoRedInk, through the use of (and including) NoRedInk’s cloud platform, proprietary software and associated documentation.

“**Order Form**” means an online or written order form or account setup form for the Hosted Service, a statement of work for Professional Services, or another written agreement, submitted by Client and accepted by NoRedInk from time to time, specifying, among other things, the number of licenses, services, fees, the Service Term and other charges as agreed to between the parties, but which does not contain any modifications of or amendments to these Terms.

“**Professional Services**” means the professional consulting service(s) as set forth in an Order Form(s) made available by NoRedInk, and collectively with the Hosted Service, the “**Services**”.

“**Service Term**” means the term during which NoRedInk will provide the Services to Client as specified in each Order Form. Each Service Term commences upon the later of the execution of the Order Form for such Service Term or the designated Service Term start date on such Order Form.

“**Staff Users**” means Client’s employees and contractors who are authorized to use the Hosted Service as a teacher or administrator.

“**Student Users**” means students authorized by a Staff User to use the Hosted Service as a student, and collectively with the Staff Users, “**Users**”.

2. Services.

2.1 Hosted Service. Subject to these Terms, NoRedInk grants Client and its Users a non-exclusive, non-transferable, non-sublicensable right during the Service Term to access and use the Hosted Service, and NoRedInk will make the Hosted Service available for its intended pedagogical purpose in accordance with these Terms and the Order Form(s). Client’s use of the Hosted Service is subject to the limitation on the number of Users specified in the relevant Order Form and payment of the fee specified in the relevant Order Form if Client

exceeds the User limit. NoRedInk may in its sole discretion change the Hosted Service without materially decreasing the functionality of the Hosted Service. Other than as expressly set forth in these Terms, no license or other rights are granted in the Services. NoRedInk expressly reserves all such rights and all title and interest in and to the Services and all intellectual property rights therein.

2.2 Access. NoRedInk will provide Client's Users access to the Hosted Service pursuant to password protected user accounts. NoRedInk will send instructions to Staff Users, including Client-designated administrator Staff Users (each an "**Admin**") regarding the administrative tools made available to Client, and will provide Admins with appropriate administrative credentials. The Admin tools and other Staff User tools allow a variety of actions, including, for example, the creation of additional Admins, approving or rejecting individuals as Staff Users and Student Users, viewing and allowing the viewing of the information of other users, particularly Student Users, and editing or deleting from the Hosted Service information (including Client Data) submitted by other Users. All actions taken using the Admin and Staff User tools will be deemed approved by Client.

2.3 Restrictions. Client shall not itself or cause or permit others to: (a) disassemble, reverse engineer, or decompile the Hosted Service or otherwise attempt to access any technology underlying the Hosted Service; (b) access the administrative interfaces of the Hosted Service for the purposes of competitive analysis, benchmarking, or designing, modifying, or otherwise creating any service or software program, or any portion thereof, that performs functions similar to the functions performed by the Hosted Service; or (c) copy, sublicense, or provide access or other dissemination of any element of the Hosted Service, in whole or in part, to any third party.

2.4 Professional Services. Client may request NoRedInk to provide certain Professional Services that are ancillary to the Service, such as teacher professional development services and training classes, and NoRedInk will use commercially reasonable efforts to provide such Professional Services as set forth on an Order Form from time to time.

2.5 Support . NoRedInk will provide email support for the Hosted Service during normal business hours (between the hours of 7:00 am and 5:00 pm PST on business days).

3. Data Handling, Feedback .

3.1 Client Data. As between NoRedInk and Client, all Client Data remains the sole property of Client (subject to any rights that Student Users may have in content they create within the Hosted Service). Client grants to NoRedInk a non-exclusive license during the Service Term to use and reproduce the Client Data to the extent necessary to provide, maintain, and improve the Services. NoRedInk will also have the right during and after the Service Term to (a) use and analyze data about the use of the Hosted Service by Client and Users in order to maintain and improve the Services, and (b) to disclose statistics aggregating Client and User usage data with NoRedInk's other clients' data for marketing and other purposes; provided that such data and statistics are not used except as de-identified or aggregated in a manner which renders identification of natural persons infeasible, and are never disclosed to any third party (except NoRedInk subcontractors in connection with the provision of the Services) other than in an aggregated format from which neither the identity of Client nor the identity of any natural person can reasonably be derived.

3.2 Data Compliance Basics .

- (a) NoRedInk has implemented commercially reasonable and appropriate technical and organizational measures intended to secure Client Data from accidental loss and from unauthorized access, use, alteration or disclosure.
- (b) NoRedInk will not use or sell the personal information of Student Users to market or advertise to Student Users or their or families or guardians.
- (c) Client Data may include personal information from education records that are subject to the Family Educational Rights and Privacy Act (20 U.S.C. 1232g) and the Family Educational Rights and Privacy Act Regulations (34 CFR Part 99), as amended or otherwise modified from time to time ("**FERPA**"). To the extent that Client Data includes such education records ("**Education Records**"),

NoRedInk will comply with FERPA, and will not disclose or use Education Records received from or on behalf of Client (or its Users) except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by Client. For the purposes of FERPA, NoRedInk shall be considered a “school official”.

- (d) To the extent that Client Data includes personal information concerning Student Users under 13, NoRedInk will comply with Children’s Online Privacy Protection Act, 15 U.S.C. 6501-6506 (“**COPPA**”) with respect to such information, expressly subject to Client: (i) fulfilling the COPPA consent requirement for the use of the Hosted Service by Student Users under 13, and (ii) if Client learns or believes that a student under 13 may be using the Hosted Service without adequate consent having been provided, Client will immediately suspend such student’s access to the Hosted Service and notify NoRedInk.
- (e) More detail concerning NoRedInk’s security and privacy practices for personal information provided to NoRedInk under these Terms are set forth in the Data Protection Addendum located at <https://www.noredink.com/data-protection-addendum> (the “**DPA**”), which is hereby incorporated by reference.

3.3 Subject to these Terms and the DPA, the terms and conditions of the NoRedInk Privacy Policy (which may be viewed at <http://noredink.com/privacy>) is incorporated herein by reference, shall apply to individual Users’ use of the Service, and Client hereby acknowledges and agrees to the terms thereof. The NoRedInk Privacy Policy may be amended from time to time. Any changes shall be effective as to Users upon the earlier of Client’s approval of such changes (an exchange of emails to suffice) or the beginning of the next Service Term after notice is provided.

3.4 **Suggestions, Ideas and Feedback; Client Data** . NoRedInk shall have the unrestricted right to use or act upon any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Client or any other party relating to the Service.

3.5 **Artificial Intelligence**. NoRedInk may provide services and solutions that include the use of artificial intelligence, such as reviewing student submitted essays compared to a project rubric. Upon submission of the student essay, NoRedInk shall mask, suppress, or otherwise remove the student’s legal name and email from the submitted essay. Thereafter, the substance of the submitted essay will be disclosed with our small number of thoroughly vetted partners (such as OpenAI, Anthropic, and LangChain) for the sole purpose of providing Client and its Users with the services requested and in accordance with this Agreement. NoRedInk does not allow such third party partners to use the student essays for training their models. “Student-Generated Content”, as used in this section, means materials or content created by a student during and for the purpose of education including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

- (a) For any artificial intelligence services that NoRedInk may offer as part of the Services, all Client Data and Student-Generated Content originates from Users of our Services, whether it be from exclusive ownership or necessary licenses, rights, consents, and permissions, and as such, is beyond the control of NoRedInk. NoRedInk neither initiates the posting of such Client Data and Student-Generated Content nor monitors the specific content or accuracy of the Client Data and Student-Generated Content being posted, though NoRedInk reserves the right to monitor the content or accuracy of Client Data and Student-Generated Content at its sole discretion.
- (b) While NoRedInk takes steps to anonymize the Student-Generated Data, such as the student’s legal name and email, it is the sole responsibility of the Staff User and the Client to ensure that the substance of the student submitted essays and other Student-Generated Content do not contain personally identifiable information. Additionally, Staff Users shall have first access to the artificial intelligence output, such as comments for a student submitted essay. Students will only have access to the output after review and release by the Staff User. Therefore, it is the sole responsibility of the Staff User to evaluate the output of the artificial intelligence

services for accuracy and appropriateness for the Staff User's use case, including using human review as appropriate, before using or sharing such output from the Services.

- (c) Without limiting the generality of any other provision of this Agreement, NoRedInk shall have no responsibility for or liability related to (i) the accuracy, content, completeness, suitability, fitness for a particular purpose, or delivery of the Client Data and Student-Generated Content provided by a User to the artificial intelligence services, or (ii) the use, modification, or disclosure of the output by a User. Client and its Users are responsible for the accuracy, content, completeness, suitability, fitness for a particular purpose, and delivery of the Client Data and Student-Generated Content posted by Client and its Users, and Client and its Users warrant that the Client Data and Student-Generated Content is accurate, current, and complete. Client shall indemnify NoRedInk for any and all losses or damages NoRedInk may incur regarding or relating to (y) the accuracy, content, currency, completeness, or delivery of the Client Data and Student-Generated Content furnished by Client and its Users, or (z) the use, modification, or disclosure of the output by a User pursuant to the indemnification provisions of this Agreement.
- (d) Client acknowledges and agrees that Student-Generated Data, in which NoRedInk has taken steps to anonymize, such as removing the student's legal name and email, may be used by NoRedInk for the purposes of development, research, and improvement of its educational Services.

4. Client Responsibilities.

4.1 Responsibility. Client shall: (a) have sole responsibility for all activities that occur under Client's User accounts and for all Client Data; (b) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Hosted Service and notify NoRedInk promptly of any such activity; and (c) comply with all applicable local, state, federal, and foreign laws (including the Family Educational Rights and Privacy Act (20 U.S.C. 1232g) and the Family Educational Rights and Privacy Act Regulations (34 CFR Part 99), as amended or otherwise modified from time to time) in using the Hosted Service.

4.2 Hosted Service Guidelines. Client shall use the Hosted Service solely for its internal pedagogical purposes as contemplated by these Terms and shall not use, or allow Users to use, the Hosted Service in a manner inconsistent with such purpose, including without limitation: (a) attempting to gain unauthorized access to, interfere with or disrupt the integrity or performance of the Hosted Service, computer systems, or networks related to the Hosted Service or any data contained in any of those; or (b) harassing or interfering with any user's use and enjoyment of the Hosted Service.

5. Fees & Payment.

5.1 Fees. Client shall pay the fees as specified in each Order Form or SOW (as applicable). Fees are non-refundable except as otherwise specifically set forth in these Terms.

5.2 Payment Terms. Amounts due shall be payable thirty (30) days from the invoice date. All quotes and payments made under these Terms shall be in United States dollars. Late payments shall bear interest at the lower of one and one-half percent (1.5%) per month or the maximum rate permitted by law. If Client's account is ten (10) days or more overdue, in addition to any of its other rights or remedies, NoRedInk reserves the right to suspend the Service provided to Client, without prior notice or liability to the Client, until such amounts are paid in full. Client shall pay all of NoRedInk's reasonable fees, costs and expenses (including reasonable attorney's fees) if legal action is required to collect outstanding undisputed balances.

5.3 Taxes. NoRedInk's fees are exclusive of all taxes, levies, or duties of any nature ("Taxes"), and Client is responsible for payment of all Taxes, excluding only taxes levied by NoRedInk's local taxing authority on NoRedInk's income. If NoRedInk has the legal obligation to pay or collect taxes for which Client is responsible pursuant to this Section 5.3, the appropriate amount shall be invoiced to and paid by Client, unless Client provides NoRedInk with a valid tax exemption certificate authorized by the appropriate taxing authority.

6. Confidentiality.

6.1 Definition of Confidential Information. As used herein, “**Confidential Information**” means all information of a party (“**Disclosing Party**”) which the Disclosing Party designates in writing as being confidential when it discloses such information to the other party (“**Receiving Party**”), including without limitation these Terms, the Hosted Service and any nonpublic information regarding the same, business and marketing plans, technology and technical information, product designs, and business processes (whether in tangible or intangible form, in written or in machine readable form, or disclosed orally or visually). Confidential Information shall not include any information that: (a) is or becomes generally known to the public without the Receiving Party’s breach of any obligation owed to the Disclosing Party; (b) was independently developed by the Receiving Party without the Receiving Party’s breach of any obligation owed to the Disclosing Party; or (c) is received from a third party who obtained such Confidential Information without any third party’s breach of any obligation owed to the Disclosing Party.

6.2 Protection. Neither party will disclose the other party’s Confidential Information, or use the other party’s Confidential Information for any purpose other than to perform its obligations or exercise its rights under these Terms. Each party will protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either party exercise less than reasonable care in protecting such Confidential Information. Further, to the extent that Client is subject to a freedom of information act, open records law or similar legislative or regulatory obligations (“**Disclosure Laws**”), Client agrees that it will treat NoRedInk’s Confidential Information as subject to exemption from disclosure as “confidential commercial information” or any similar category of information subject to exemption from disclosure to the maximum extent possible under the relevant Disclosure Laws.

6.3 Compelled Disclosure. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior written notice of such compelled disclosure and reasonable assistance (at Disclosing Party’s cost) if the Disclosing Party wishes to contest the disclosure. Without limiting the generality of the foregoing, Client agrees that it will provide NoRedInk with the maximum notice period and right to object to disclosure of NoRedInk Confidential Information available under the applicable Disclosure Laws.

6.4 Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 6, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

7. Warranties & Disclaimers.

7.1 Warranties. Each party represents and warrants that it has the legal power to enter into these Terms, and that it has the right and authority to grant to rights granted under this Agreement. NoRedInk represents and warrants that it will provide the Services in a manner consistent with reasonable standards applicable in NoRedInk’s industry.

7.2 Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NOREDINK MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8. Indemnification.

8.1 Indemnification by NoRedInk. Subject to these Terms, NoRedInk will defend Client against any claims, demands, suits or proceedings made or brought by a third party (“**Claims**”) against Client to the extent based upon an allegation that the Hosted Service, as furnished by NoRedInk hereunder and used by Client within the scope of this Agreement, misappropriates any third party trade secret or infringes any third party’s copyright or U.S. patent or trademark rights. NoRedInk will indemnify and hold Client harmless against damages awarded by a court or settlements agreed by NoRedInk in connection with such Claims. NoRedInk

shall have no obligations to Client under this Section 8.1 to the extent such Claims arise from Client's or Users' breach of these Terms. If any Claim is made under this Section, in NoRedInk's sole judgment, is likely to be made, NoRedInk may, at its discretion, either: (a) procure for Client the right to continue to use the Hosted Service, as such use is specifically provided for in these Terms, (b) replace or modify the Hosted Service to avoid infringement, or (c) terminate these Terms upon written notice to Client, and refund any paid but unused fees to Client. The obligations in this Section are Client's sole remedy for any claim that the Services infringe or misappropriate any third party intellectual property rights,

8.2 Indemnification by Client. Subject to these Terms and to the fullest extent permitted by any state laws limiting Client's liability, Client will defend NoRedInk against any Claims against NoRedInk to the extent: (a) arising out of the Client Data, or the use thereof by either party solely in accordance with this Agreement, or (b) arising from Client's use of the Services in breach of this Agreement, including but not limited to failure to obtain parental consent for Student Users who are under 13. Client will indemnify and hold NoRedInk harmless against damages awarded by a court or settlements agreed by Client in connection with such Claims. Client shall have no obligations to NoRedInk under this Section 8.2 to the extent such Claims arise from NoRedInk's breach of these Terms.

8.3 Procedure . Each party's obligations under this Section 8 are conditioned on the party seeking indemnification: (a) promptly giving written notice of the Claim to the indemnifying party (provided that any delay in notification will excuse the indemnifying party only to the extent such delay materially prejudices the indemnifying party's ability to defend or settle the claim); (b) giving the indemnifying party sole control of the defense and settlement of the Claim (provided that the indemnifying party may not settle or defend any Claim without the indemnified party's consent unless such settlement unconditionally releases the indemnifying party of all liability); and (c) providing to the indemnifying party, at the indemnifying party's cost, all reasonable assistance.

9. Limitation of Liability and Action.

9.1 Limitation of Liability.

- (a) EXCEPT FOR DAMAGES PAYABLE TO THIRD PARTIES UNDER SECTION 8.1, IN NO EVENT SHALL NOREDINK HAVE ANY LIABILITY HEREUNDER FOR ANY LOST PROFITS, LOSS OF DATA, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, WHETHER OR NOT NOREDINK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
- (b) IN NO EVENT SHALL NOREDINK'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS, UNDER ANY THEORY OF LIABILITY, EXCEED THE GREATER OF \$10,000 OR THE AMOUNTS ACTUALLY PAID BY CLIENT FOR THE SERVICE DURING THE ONE (1) YEAR PERIOD IMMEDIATELY PRECEDING THE DATE THE CAUSE OF ACTION AROSE.

9.2 Insurance. NoRedInk will during the Service Term maintain the following insurance coverage at its own cost and expense: (a) Workers' Compensation as required by applicable law in its jurisdiction; (b) Automotive Liability with a minimum limit of not less than \$1,000,000 combined single limit for property damage and bodily injury per accident, covering all vehicles operated by NoRedInk; (c) Commercial General Liability, on an occurrence basis, with a minimum combined single limit of \$1,000,000 per occurrence; and (d) Cyber Liability covering the liability for technology errors and omissions, network security breaches and privacy , in an amount of at least \$1,000,000 per occurrence.

9.3 Limitation of Action. No action (regardless of form) arising out of the Agreement may be commenced by either party more than two (2) years after the expiration of the Service Term for the Service(s) to which such action pertains.

10. Term & Termination.

10.1 Term. These Terms commence on the date an Order Form is executed by both parties and, unless sooner terminated in accordance with these Terms, shall continue until the expiration of the last Service Term to expire. In the event of an inadvertent gap of fewer than ninety (90) days between the expiration of a Service Term and the execution of a new Order Form intended to extend or renew the use of the Services, these Terms shall be deemed to not to have expired and to have continued in force through such inadvertent gap.

10.2 Termination for Cause. A party may terminate the Agreement for cause: (a) upon thirty (30) days written notice of a material breach to the other party, provided such breach remains uncured at the expiration of the notice period; or (b) if the other party becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.

10.3 Effect of Termination. Upon the effective date of termination of this Agreement: (a) all then-active Order Forms will terminate; (b) Client's use of the Services is terminated, and Client shall immediately cease accessing the Hosted Service except that for thirty (30) days after termination, Client may access the Hosted Service solely to downloading its Client Data; (c) any and all payment obligations of Client incurred prior to the date of termination will immediately become due; (d) within thirty (30) days of such termination each party will return or, if return is not feasible, destroy all copies of Confidential Information of the other party in its possession except as required to comply with any applicable legal or accounting record keeping requirement; and (e) within thirty (30) days of termination NoRedInk will provide Client with the opportunity to download the Client Data or if Client is unable to do so, a copy of the Client Data, and will then destroy all Client Data. The following provisions shall survive the termination or expiration of these Terms for any reason and shall remain in effect after any such termination or expiration: Sections 1, 2.3, 3, 5 (as to outstanding payment obligations) and 6 through 11.

11. General Provisions.

11.1 Governing Law; Disputes. This Agreement and all disputes relating hereto shall be governed exclusively by, and construed exclusively in accordance with, the laws of the State of Kentucky, without regard to its conflict of laws provisions. The federal and state courts located in Kentucky shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement, and each party hereby submits to the personal jurisdiction and venue of such courts. The parties acknowledge and agree that any unauthorized disclosure or use of a party's confidential information or intellectual property would cause such party irreparable harm for which monetary damages would be inadequate. Accordingly, in the event of such a disclosure or use, the aggrieved party may seek injunctive or other equitable relief to enforce this Agreement in addition to any available legal remedies. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

11.2 Relationship of the Parties. This Agreement may not be construed to create or imply any partnership, agency or joint venture between the parties. NoRedInk may utilize subcontractors to fulfill any of its obligations or exercise any of its rights hereunder, provided that NoRedInk will remain responsible for such subcontractors' actions and omissions in connection with the Agreement as if NoRedInk had itself acted or failed to act. There are no third party beneficiaries to this Agreement.

11.3 Force Majeure. Except for a failure to make payments when due, a party is not liable under this Agreement for non-performance caused by events or conditions beyond that party's reasonable control, if the party makes reasonable efforts to perform.

11.4 Notices. To the extent notices can be delivered by the use of a designated feature of the user interface of the Hosted Service (e.g., Client termination notices or address changes), notice will be effective when delivered through such user interfaces. All other notices under this Agreement shall be in writing and sent by email, or personally delivered or sent by guaranteed overnight courier, by registered or certified mail, return receipt requested to NoRedInk's address for notice set forth on the Order Form and to Client at the address provided by Client in its Hosted Service account, means evidenced by a delivery receipt or by email. Notice shall be deemed to have been given upon actual delivery (evidenced as to email by a non-automated reply) or refusal of delivery. Notices to NoRedInk shall be addressed to the attention of its CEO, with a copy to its Head of Operations.

11.5 Waiver and Severability. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement. If any provision of this Agreement is held to be contrary to law or unenforceable, the provision shall be changed and interpreted so as to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect, unless the modification or severance of any provision has a material adverse effect on a party, in which case such party may terminate this Agreement.

11.6 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior express written consent of the other party, not to be unreasonably withheld. Notwithstanding the foregoing, NoRedInk may assign this Agreement without Client's consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Any purported assignment in breach of this Section shall be void and of no effect. This Agreement shall bind and inure to the benefit of the parties' respective permitted successors and permitted assigns.

11.7 Counterparts. Order Forms may be executed in counterparts (including by telefacsimile or exchange of PDF or similar documents), which taken together shall form one legal instrument. Unless otherwise prohibited by law, this Agreement and related documents (including the Order Form) may be accepted in electronic form (e.g., by an electronic or digital signature, symbol, initial, or other means of demonstrating assent as defined under U.S. federal E-SIGN Act of 2000) and Client's acceptance will be deemed binding on the Client. Client acknowledges and agrees it will not contest the validity or enforceability of this Agreement and related documents, including under any applicable statute of frauds, because they were accepted and/or signed in electronic form.

11.8 Entire Agreement and Construction. These Terms, the DPA, and the Order Form constitute the entire agreement between the parties as to its subject matter. No modification or waiver of these Terms shall be effective unless in writing and signed by the party against whom the modification or waiver is to be asserted. Notwithstanding any language to the contrary therein, no terms or conditions stated in any Client order documentation (even if used as an Order Form) shall be incorporated into or form any part of these Terms.



Teachers who use NoRedInk's AI-powered Grading Assistant cut their grading time by 40%.
[Learn more](#)



Sign Up

Log In

Terms of Service

Please note that your use of and access to our Services (defined below) are subject to the following terms; if you do not agree to all of the following, you may not use or access the services in any manner.

Effective date: July 26, 2024

These Terms of Service are currently only available in English.

Welcome to NoRedInk, an online platform that provides users a fun way to practice and master grammar and writing skills. We're excited to have you join us, but first we need you to agree to the rules and restrictions that govern your use of our corporate website(s) (the "Website"), our products, services and applications (the "Applications") (together with the Website, the "Services"). We offer free and paid versions of our Services. The paid version of our Applications are our "Premium Applications" and those are available under a separate agreement with a school or

school district. If you have any questions, comments, or concerns regarding these terms or the Services, please contact us at support@noredink.com.

Agreeing to these Terms; Changes

These Terms of Use (the “Terms”) are a binding contract between you and NoRedInk Corp. (“NoRedInk,” “we” and “us”). You must agree to and accept all of the Terms, or you don’t have the right to use the Services. Your using the Services in any way means that you agree to all of these Terms, and these Terms will remain in effect while you use the Services. These Terms include the provisions in this document, as well as those in the NoRedInk Privacy Policy and Copyright Dispute Policy.

Since we are constantly trying to improve our Services, these Terms may need to change along with the Services. We reserve the right to change the Terms at any time, but if we do, we will bring it to your attention at least 30 days before those changes take effect, by placing a notice on the noredink.com website, and/or by sending you an email and/or by some other means. We do reserve the right to effect important changes more quickly as needed, as in the case of a requirement for legal compliance, a security threat or other emergency situation, or if we are granting you more rights than you had under the previous version of the Terms. Those important changes will be effective immediately. Please note that if you’ve opted not to receive legal notice emails from us (or you haven’t provided us with your email address), those legal notices will still govern your use of the Services, and you are still responsible for reading and understanding them.

If you don’t agree with the new Terms, you are free to reject them; unfortunately, that means you will no longer be able to use the Services. If you use the Services in any way after a change to the Terms is made effective, that means you agree to all of the changes.

Except for changes by us as described here, no other amendment or modification of these Terms will be effective unless in writing and signed by both you and us.

Privacy

For the current, complete NoRedInk Privacy Policy, please [click here](#).

Applicability of These Terms

Generally

These Terms apply to the use of our Website and our Applications. In most cases, these Terms are the same for our Services (our Website and our Applications), but in some cases, we point out where the terms for the use of our Website are different from the terms for the use of our Applications.

The Website is intended for use by the general public, especially educators and other adults who work in education, and including parents and guardians. The Website may be used by students – it is available to anyone with a web browser – but it is not intended to be used by students.

The Applications are intended to be used by students in 3rd grade through 12th grade. The Applications are intended for students to use as part of classroom instruction with their teachers. Unless a parent or guardian is also acting as a teacher, the Applications are not intended for their use except to the extent the parent or guardian is signing up their child to use the Applications and/or is acting as a teacher for the purposes of the Applications.

Free Trials.

We may offer a free trial membership for some of our Services. If you are using a free trial membership and cancel it before the end of the trial period, all your rights to any remaining free trial period will end unless otherwise provided by us.

Users of our Premium Applications.

If you are a student, teacher, or other user of our Premium Applications, then our obligations to you are controlled by a separate written agreement which may have terms which are different from these Terms. That agreement is between us and (usually) the school or school district through which you are accessing the Premium Applications, and any questions about the specific terms of that agreement should be directed to an appropriate person in authority in that school or school district.

Using the Services

Using the Website

Using the Website alone does not require payment, creation of an account or contribution of any content. Your use of the Website is subject to the Privacy Policy and those elements of these Terms applicable to the Services generally.

Signing up to Use the Applications

Use of the free versions of the Applications does not require payment, but we reserve the right to limit or reduce the functionality or features available in the free versions of the Applications.

In order to use the Applications, you must sign up for an account ("Account"), and either select a password and username for the Account ("NoRedInk User ID") or use a single sign-on service such as Google or Clever to create the Account. You promise to provide us with accurate, complete, and updated registration information about yourself during the registration process. You may not select as your NoRedInk User ID a name that you don't have the right to use. You may not (i) select or use as a NoRedInk User ID a name of another person with the intent to impersonate that person; or (ii) use as a NoRedInk User ID a name subject to any rights of a person other than you without appropriate authorization. In certain situations, your NoRedInk User ID may be selected for you by your school or district; the same rules apply to them when they select a NoRedInk User ID for you.

You represent and warrant that you are of legal age to form a binding contract, or If you are not of legal age to form a binding contract (in many jurisdictions, this age is 18), you may only use the Applications with the express consent of and agreement to these Terms by your parent, guardian, school or school district. If you're agreeing to these Terms on behalf of an organization or entity (for example, if you're a teacher agreeing to these Terms on behalf of a school or an administrator agreeing to these Terms on behalf of your district), you represent and warrant that you are authorized to agree to these Terms on that organization or entity's behalf and bind them to these Terms.

As to the Children's Online Privacy Protection Act or any state law which requires consent or authorization from a parent or guardian for the collection or use of information concerning a student, the parent, guardian, teacher, school or school district, is responsible and liable for fulfilling any applicable consent requirement.

You will only use the Services for your personal, non-commercial, educational use, and only in a manner that complies with all laws that apply to you. If your use of the Services is prohibited by applicable laws, then you aren't authorized to use the Services. We can't and won't be responsible for your using the Services in a way that breaks the law.

Interacting with the Applications

The Applications consist in large part of exercises to help students improve their writing, with NoRedInk Content (defined below) provided by NoRedInk to give students interesting and relevant subjects for their own writing. Students and teachers create and upload their own written content as part of the use of the Applications.

Students write paragraphs or essays in response to the NoRedInk Content, and submit the paragraphs or essays to the Applications. Student writing and teacher feedback on student writing are collectively "User Submissions". Within the Applications, Students cannot see other students' User Submissions or teacher feedback on other students' User Submissions, and teachers can see only their own students' User Submissions.

NoRedInk usually stores User Submissions in the Applications for as long as we are working with a school or school district. If you want a copy of your User Submissions, please tell us at support@noredink.com, and if your school agrees, we'll provide you with a copy. Please note that NoRedInk will collect and maintain User Submissions in accordance with its agreement with the district, school, or teacher, as applicable. However, NoRedInk's services shall not be used as a file retention system as NoRedInk's services do not replace or act as your district's or school's current retention software, policies, or practices.

Artificial Intelligence

We may provide services and solutions that include the use of artificial intelligence, such as reviewing student submitted essays compared to a project rubric. We shall take steps to anonymize such student generated data that is intentionally provided into our artificial intelligence services, such as masking, suppressing, or otherwise removing the student's legal name and email prior to transferring such student generated data to any third parties. We will then transfer such student generated data with a small number of thoroughly vetted partners for the sole purpose of providing you with the services requested and as agreed to under our agreements with your district, school, or teacher, if applicable. We do not allow any partners or third parties to use your data for training their models. Such partners may include OpenAI, Anthropic, and LangChain. Notwithstanding the foregoing, (1) pursuant to this Privacy Policy, we may use Log Data or Analytics Data to update, modify, or otherwise improve our Services, and (2) pursuant to our agreements with your district, school, or teacher, as applicable for the Premium Applications, and for any free users that submit essays and other materials, we may use student generated data and essays that we have taken steps to anonymize, such as removing the student's or individual's legal name and email, for the purpose of development, research, and improvement of our educational Services.

We will only disclose the student generated data or other information you intentionally enter or automatically submit to our artificial intelligence services in order to provide you with writing suggestions, insights, and other services that you have requested.

Reviewing output of the Services – THE OUTPUT FROM THE ARTIFICIAL INTELLIGENCE SERVICES MAY NOT ALWAYS BE ACCURATE. YOU SHOULD NOT RELY ON SUCH OUTPUT FROM OUR SERVICES AS A SOLE SOURCE OF TRUTH OR FACTUAL INFORMATION, OR AS A SUBSTITUTE FOR PROFESSIONAL ADVICE. IT IS YOUR RESPONSIBILITY TO EVALUATE THE OUTPUT OF THE ARTIFICIAL INTELLIGENCE SERVICES FOR ACCURACY AND APPROPRIATENESS FOR YOUR USE CASE, INCLUDING USING HUMAN REVIEW AS APPROPRIATE, BEFORE USING, MODIFYING, OR OTHERWISE RELEASING SUCH OUTPUT FROM THE SERVICES.

Ownership and Licensing

NoRedInk Content and the Services

The materials displayed or performed on the Services provided by NoRedInk or its licensors, including, but not limited to, text, graphics, articles, photos, images, and illustrations (all of the foregoing, the “NoRedInk Content”) are protected by copyright and other intellectual property laws. You promise to abide by all copyright notices, trademark rules, information, and restrictions contained in any NoRedInk Content you access through the Services, and you won’t use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purpose any NoRedInk Content, (i) without NoRedInk’s prior written consent or (ii) in a way that violates someone else’s (including NoRedInk’s) rights.

You understand that NoRedInk owns the Services. You won’t modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in this Section), creative derivative works based on, or otherwise exploit any of the Services.

The Services may allow you to copy or download certain Content; please remember that just because this functionality exists, doesn’t mean that all the restrictions above don’t apply.

User Submissions

In order to display your User Submissions within the Applications so that your teacher or your students can see them in order to use the Applications for their intended educational purposes, you grant us certain limited rights in those User Submissions. It is necessary for the use of the Applications that teachers can see their students’ User Submissions, students can see teacher’s feedback (technically also User Submissions), and in some cases, school or school district administrators can see User Submissions from both teachers and students in the school or school district – this is not something that we can change. However, we don’t display any User Submissions publicly.

Please note that all of the following licenses are subject to our Privacy Policy to the extent they relate to User Submissions that are also your personally identifiable information.

You hereby grant NoRedInk a license to (1) translate, modify (for technical purposes, for example making sure your content is viewable on your mobile device as well as your computer) and reproduce your User Submissions, in each case to enable us to operate the Applications, (2) to display, perform, and distribute your User Submission for the sole purpose of displaying that User Submission to the users who need to see such User Submission for the educational purposes of the Applications. Also, you grant such other users a license to access that User Submission, and to use and exercise all rights in necessary for the educational purposes of the Applications, as permitted by the functionality of the Applications. This is a license only – your ownership in User Submissions is not affected.

You agree that the licenses you grant are royalty-free and worldwide, for as long as your User Submissions are stored with us. When you (or your school or district) delete your Account, we will delete your User Submissions from our servers, unless otherwise required by your school or district to maintain User Submissions or other information.

Links to Third Parties.

Both the Website and the Applications may contain links to third party websites or services that are not owned or controlled by NoRedInk. NoRedInk limits outbound links within the Applications to third-party external websites that NoRedInk believes are age appropriate for students in the grades which the Applications are intended to serve. The outbound links from the Applications are optional, and are not necessary for the use of the Applications' intended educational purposes. Because the Website is intended for adults, we do not formally impose such an age-appropriate limitation, but the Website links only to sites which are intended for the general public or specific individuals with an interest in education.

When you access third party websites or use third party services, you accept that there are risks in doing so, and that NoRedInk is not responsible for such risks. We

encourage you to be aware when you leave the Services and to read the terms and conditions and privacy policy of each third party website or service that you visit or utilize.

NoRedInk 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. In addition, NoRedInk will not and cannot monitor, verify, censor or edit the content of any third party site or service. By using the Services, you release and hold us harmless from any and all liability arising from your use of any third party website or service.

User Responsibility

Any information or content publicly posted or privately transmitted through the Services is the sole responsibility of the person from whom such content originated, and you access all such information and content at your own risk, and we aren't liable for any errors or omissions in that information or content or for any damages or loss you might suffer in connection with it. We cannot control and have no duty to take any action regarding how you may interpret and use the Content or what actions you may take as a result of having been exposed to the Content, and you hereby release us from all liability for you having acquired or not acquired Content through the Services. We can't guarantee the identity of any users with whom you interact in using the Services and are not responsible for which users gain access to the Services.

You are responsible for all Content you contribute, in any manner, to the Services, and you represent and warrant you have all rights necessary to do so, in the manner in which you contribute it. You will keep all your registration information accurate and current. You are responsible for all your activity in connection with the Services.

Your use of the Services is subject to the following additional restrictions:

You represent, warrant, and agree that you will not contribute any Content or User Submission (each of those terms is defined below) or otherwise use the Services or interact with the Services in a manner that:

1. Infringes or violates the intellectual property rights or any other rights of anyone else (including NoRedInk);
2. Violates any law or regulation;
3. Is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
4. Jeopardizes the security of your NoRedInk Account or anyone else's (such as allowing someone else to log on as you on the Services);
5. Attempts, in any manner, to obtain the password, account, or other security information from any other user;
6. Violates the security of any computer network, or cracks any passwords or security encryption codes;
7. Runs Maillist, Listserv, any form of auto-responder or "spam" on the Services, or any processes that run or are activated while you are not logged into the Services, or that otherwise interfere with the proper working of the Services (including by placing an unreasonable load on the Services' infrastructure);
8. "Crawls," "scrapes," or "spiders" any page or portion of the Services (through use of manual or automated means);
9. Copies or stores any significant portion of the Content;
10. Decompiles, reverse engineers, or otherwise attempts to obtain the source code of the Services.

We have a zero tolerance policy for any Content or User Submission that constitute, in our sole discretion, harassment, racism, defamation, disparagement, obscene content, discrimination, or any other offensive content of any kind. At our sole discretion, we may suspend, terminate or permanently ban your access to the Services for any violation of this zero tolerance policy.

However, we do not undertake to review material before it is posted on the Services, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, 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 in this section.

A violation of any of the foregoing is grounds for termination of your right to use or access the Services.

Changes to the Services

We're always trying to improve the Services, so they may change over time. We may suspend or discontinue any part of the Services, or we may introduce new features or impose limits on certain features or restrict access to parts or all of the Services. We'll try to give you notice when we make a material change to the Services that would adversely affect you, but this isn't always practical. Similarly, we reserve the right to remove any Content from the Services at any time, for any reason (including, but not limited to, if someone alleges you contributed that Content in violation of these Terms), in our sole discretion, and without notice.

Termination

You're free to do that at any time, by contacting us at support@noredink.com.

NoRedInk is also free to terminate (or suspend access to) your use of the Services or your Account, for any reason in our discretion, including your breach of these Terms. NoRedInk has the sole right to decide whether you are in violation of any of the restrictions set forth in these Terms.

Account termination may result in destruction of any Content associated with your Account, so keep that in mind before you decide to terminate your Account. We will try to provide advance notice to you prior to our terminating your Account so that you are able to request that we provide you with a copy of any important User Submissions (subject to our agreements with your school or district, if applicable) you may have stored in your Account (to the extent allowed by law and these Terms), but we may not do so if we determine it would be impractical, illegal, not in the interest of someone's safety or security, or otherwise harmful to the rights or property of NoRedInk.

If you have deleted your Account by mistake, contact us immediately at support@noredink.com – we will try to help, but unfortunately, we can't promise that we can recover or restore anything.

Provisions that, by their nature, should survive termination of these Terms shall survive termination. By way of example, all of the following will survive termination: any obligation you have to pay us or indemnify us, any limitations on our liability, any terms regarding ownership or intellectual property rights, and terms regarding disputes between us.

Copyright Infringement

You may have heard of the Digital Millennium Copyright Act (the “DMCA”), as it relates to online service providers, like NoRedInk, being asked to remove material that allegedly violates someone’s copyright. We respect others’ intellectual property rights, and we reserve the right to delete or disable Content alleged to be infringing, and to terminate the accounts of repeat infringers; to review our complete Copyright Dispute Policy and learn how to report potentially infringing content, [click here](#). To learn more about the DMCA, [click here](#).

General Terms

Warranty Disclaimer

NoRedInk does not make any representations or warranties concerning any content contained in or accessing through the Services, and we will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in or accessed through the Services. We make no representations or warranties regarding suggestions or recommendations of services or products offered or purchased through the Services. THE SERVICES AND CONTENT ARE PROVIDED ON AN “AS-IS” BASIS, WITHOUT WARRANTIES OR ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN

IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Limitation of Liability

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL NOREDINK BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, OR (B) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF (I) \$100 OR (II) THE AMOUNTS PAID BY YOU TO NOREDINK IN CONNECTION WITH THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THIS APPLICABLE CLAIM, OR (C) ANY MATTER BEYOND OUR REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

Indemnity

You agree to indemnify and hold NoRedInk, its affiliates, officers, agents, employees, and partners harmless for and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to any third party claims relating to (a) your use of the Services (including any actions taken by a third party using your account), and (b) your violation of these Terms. In the event of such a claim, suit, or action ("Claim"), we will provide notice of the Claim to the contact information we have for your account (provided that failure to deliver such notice shall not eliminate or reduce your indemnification obligations hereunder).

For any artificial intelligence services that we may offer as part of our Services, all User Submissions and Content originates from you or other users of our Services, whether it be from exclusive ownership or necessary licenses, rights, consents, and permissions, and as such, is beyond the control of NoRedInk. NoRedInk neither

initiates the posting of such User Submissions or Content nor monitors the specific content or accuracy of the User Submissions and Content being posted, though NoRedInk reserves the right to monitor the content or accuracy of User Submissions and Content at its sole discretion. Without limiting the generality of any other provision of these Terms, NoRedInk shall have no responsibility for or liability related to the (i) accuracy, content, completeness, suitability, fitness for a particular purpose, or delivery of the User Submissions and Content provided by you or any other user to the artificial intelligence services, or (ii) the use, modification, or disclosure of the output by a user of the Services. You are responsible for the accuracy, content, completeness, suitability, fitness for a particular purpose, and delivery of the User Submissions and Content posted by you, and you warrant that the User Submissions and Content is accurate, current, and complete. You shall indemnify NoRedInk for any and all losses or damages NoRedInk may incur regarding or related to the (i) accuracy, content, currency, completeness, or delivery of the User Submissions and Content furnished by you, and (ii) the use, modification, or disclosure of the output by a user of the Services pursuant to the indemnification provisions of these Terms.

If there is a dispute between participants on this site, or between users and any third party, you agree that NoRedInk is under no obligation to become involved. In the event that you have a dispute with one or more other users, you release NoRedInk, its officers, employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our Services. If you are a California resident, you shall and hereby do waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

Assignment

You may not assign, delegate or transfer these Terms or your rights or obligations hereunder, or your Services account, in any way (by operation of law or otherwise) without NoRedInk's prior written consent. In the event of our acquisition, merger, the

sale of our assets, or if we go out of business, enter bankruptcy, or go through some other change of control, we can and will assign our rights and delegate our duties under these Terms to the successor to our business or assets.

Choice of Law; Arbitration

These Terms are governed by and will be construed under the laws of the State of California, without regard to the conflicts of laws provisions thereof. Any dispute arising from or relating to the subject matter of these Terms shall be finally settled in San Francisco County, California, in English, in accordance with the Streamlined Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with the Arbitration Rules and Procedures of JAMS, and you and we expressly waive trial by jury. Discovery and rights to appeal in arbitration are generally more limited than in a lawsuit, and other rights that you and we would have in court may not be available in arbitration. Notwithstanding the foregoing obligation to arbitrate disputes, NoRedInk shall have the right to pursue injunctive or other equitable relief at any time, from any court of competent jurisdiction. As an alternative, you may bring your claim in your local "small claims" court, if permitted by that small claims court's rules and if within such court's jurisdiction, unless such action is transferred, removed or appealed to a different court. For all purposes of this Agreement, the parties consent to exclusive jurisdiction and venue in the state or federal courts located in, respectively, the City and County of San Francisco, California, or the Northern District of California.

YOU MAY BRING CLAIMS ONLY ON YOUR OWN BEHALF. NEITHER YOU NOR WE WILL PARTICIPATE IN A CLASS ACTION OR CLASS-WIDE ARBITRATION FOR ANY CLAIMS COVERED BY THIS AGREEMENT TO ARBITRATE. YOU ARE GIVING UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS. You also agree not to participate in claims brought in a private attorney general or

representative capacity, or consolidated claims involving another person's account, if we are a party to the proceeding. This dispute resolution provision will be governed by the Federal Arbitration Act and not by any state law concerning arbitration. In the event JAMS, Inc. is unwilling or unable to set a hearing date within one hundred and sixty (160) days of filing the case, then either we or you can elect to have the arbitration administered instead by the American Arbitration Association. Judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction. The arbitration shall be conducted in the English language. Any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies or awards that conflict with these Terms. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of, related to or connected with the use of the Services or these Terms of Service must be filed within one (1) year after such claim of action arose or be forever barred.

If you do not wish to be bound by the arbitration and class-action waiver provisions in this Section, you must notify us in writing within 30 days of the date that you first accept these Terms (unless a longer period is required by applicable law). Your written notification must be mailed to us at the following address: 548 Market St, PMB 66984, San Francisco, California 94104. If you do not notify us in accordance with this Section, you agree to be bound by the arbitration and class-action waiver provisions of these Terms, including such provisions in any Terms revised after the date of your first acceptance. Such notification must include: (i) your name; (ii) your NoRedInk User ID; (iii) your mailing address and (iv) a statement that you do not wish to resolve disputes with us through arbitration. If we make any changes to the Arbitration and Class Action Waiver section of these Terms (other than a change to the address at which we will receive notices of dispute, opt-out notices, or rejections of future changes to the Arbitration and Class Action Waiver section), you may reject any such change by sending us written notice within 30 days of the change to the address set forth in this Section. It is not necessary to send us a rejection of a future change to the Arbitration and Class Action Waiver section of these Terms if you had properly opted out of the arbitration and class-action waiver provisions in this Section within the first 30 days after you first accepted these Terms. If you have

not properly opted out of the arbitration and class-action waiver provisions in this Section, by rejecting a future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this arbitration provision, as modified by any changes you did not reject. This notification affects these Terms only; if you previously entered into other arbitration agreements with us or enter into other such agreements in the future, your notification that you are opting out of the arbitration provision in these Terms shall not affect the other arbitration agreements between you and us.

If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then all of the preceding language in this Arbitration and Class Action Waiver section will be null and void. This arbitration agreement will survive the termination of your relationship with us.

Miscellaneous

You will be responsible for withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with the Services. The failure of either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable. You and NoRedInk agree that these Terms are the complete and exclusive statement of the mutual understanding between you and NoRedInk, and that it supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms, and that all modifications to these Terms must be in a writing signed by both parties (except as otherwise provided herein). No agency, partnership, joint venture, or employment is created as a result of these Terms and you do not have any authority of any kind to bind NoRedInk in any respect whatsoever. You and NoRedInk agree there are no third party beneficiaries intended under this Agreement.

Questions; Contacting Us

We have answered some specific questions [here](#). If there are any questions regarding this Agreement we may be contacted using the information below.

support@noredink.com

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Covina, California

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