

CLASSDOJO STUDENT DATA PRIVACY ADDENDUM

This Student Data Privacy Addendum (“**DPA**”) is incorporated by reference into the Service Agreement (as defined below) entered into by and between the educational agency set forth below (hereinafter referred to as “**LEA**”) and ClassDojo (hereinafter referred to as “**Provider**”) effective as of the date the DPA is accepted by LEA (“**Effective Date**”) (each of Provider and LEA, a “**Party**” and together “**Parties**”). The Parties agree to the terms as stated herein.

RECITALS

WHEREAS, the Provider and LEA have entered into certain contractual documents (which collectively are referred to as the “**Service Agreement**”), to provide certain Services to the LEA as set forth in the Service Agreement and this DPA (collectively the “**Agreement**”);

WHEREAS, the Provider is providing education or digital services to LEA; and

WHEREAS, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act (“**FERPA**”) at 20 U.S.C. § 1232g (34 CFR Part 99); the Children’s Online Privacy Protection Act (“**COPPA**”) at 15 U.S.C. § 6501-6506 (16 CFR Part 312), and applicable state privacy laws and regulations; and

WHEREAS, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

NOW THEREFORE, for good and valuable consideration, LEA and Provider agree as follows:

1. **Standard Schedule**. A description of the Service Agreement, and the categories of Student Data that may be processed by the Provider on behalf of LEA, and other information specific to this DPA are attached as **Exhibit “A”** (“**Standard Schedule**”).
2. **Services**. The digital educational services and any other products and services that Provider may provide now or in the future to LEA pursuant to the Agreement (the “**Services**”) as set forth in the Standard Schedule.
3. **Standard Clauses**. The Student Data Protection Clauses (“**Standard Clauses**”)¹ attached hereto as **Exhibit “B”** are hereby incorporated by reference into this DPA in their entirety.
4. **Priority of Agreements**. With respect to the treatment of Student Data only, in the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy, the terms of this DPA shall control. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect, including, without limitation, any license rights, limitation of liability or indemnification provisions.
5. **Term**. This DPA shall stay in effect for three years, unless and until the extent terminated by the Parties.
6. **Termination**. In the event that either Party seeks to terminate this DPA, they may do so by written notice terminating the Service Agreement as set forth therein. Either party may terminate this DPA and the Service Agreement if the other party breaches any material terms of this DPA, or without cause.
7. **Effect of Termination**. If the Service Agreement is terminated, the Provider shall dispose of or return all of LEA’s Student Data pursuant to Article IV, Section 5 of the Standard Clauses.
8. **Notices**. All notices or other communication required or permitted to be given hereunder must be made in writing and may be given via e-mail transmission, or first-class mail, sent to the designated representatives set forth in the Standard Schedule.

¹ Modeled after the Student Data Privacy Consortium’s (SDPC) National Student Data Privacy Model Clauses with changes to reflect how the Service operates.

9. **Entire Agreement.** This DPA and the Service Agreement constitute the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege. For clarity, nothing in this Section prohibits Provider from amending the Service Agreement pursuant to the amendment provisions set forth therein.
10. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
11. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA SIGNING THE DPA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY OF THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.
12. **Successors Bound.** This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business. In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA (“**Change of Control**”), the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of such Change of Control. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.
13. **Waiver.** No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.
14. **Electronic Signature:** The Parties understand and agree that they have the right to execute this Agreement through paper or through electronic signature technology, which is in compliance with applicable state and Federal law governing electronic signatures. The parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature. They will not, at any time in the future, repudiate the meaning of their electronic signature or claim that their electronic signature is not legally binding. They agree not to object to the admissibility of this Agreement as an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

Signatory Information

By signing below, I accept this DPA on behalf of the LEA. I represent and warrant that (a) I have full legal authority to bind the LEA to this DPA, (b) I have read and understand this DPA, and (c) I agree to all terms and conditions of this DPA on behalf of the LEA that I represent.

Name of LEA: _____
Address: _____
Country: _____
LEA Authorized Representative full name: _____
Title: _____
Email: _____
LEA Authorized Representative signature: _____
Date: _____

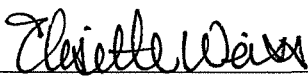
ClassDojo Representative signature: 
Authorized Representative full name: Elisette Weiss
Title: District Partnerships
Email: districts@classdojo.com
Address: 2261 Market Street STE 10437
San Francisco, CA 94114, USA
Date: 12/13/24

EXHIBIT "A"
DESCRIPTION OF SERVICES

1. **Service Agreement**: ClassDojo Terms of Service located at: <https://www.classdojo.com/terms/>; entered into by all individual users of the LEA.
2. **Services**: Pursuant to and as fully described in the Service Agreements, Provider has agreed to provide the Services set forth below. Provider is a school communication and classroom management platform that helps bring teachers, school leaders, families, and students together. For clarity, if not opting in to use Single Sign On (SSO) or another rostering option, the LEA does not provide Student Data to Provider, rather Provider collects Student Data directly from the LEA's users and processes it on behalf of the LEA. This DPA covers access to and use of all Provider's Services, as well as any future Services that Provider may offer, unless noted below. This coverage extends, without limitation, to all subdomains, software, mobile applications, and products that are owned and operated by Provider, its subsidiaries and/or affiliates, except for those explicitly excluded below.

Without limiting the foregoing, Provider provides the following through its platform, all of which the LEA agrees may be utilized by the LEA and its schools or users:

- Communication tools to help teachers, students, and parents or families connect with each other, provided however, that the parties agree that any family messaging, including parent-to-parent messaging or parent-to-parent groups where a teacher is not included ("Family Messaging") are not part of the Services
- A way for School Leaders, Staff, and Teachers to give feedback and assignments to students, and other classroom management tools
- A way for teachers to share photos, videos, files, and more from the classroom for families and students to see
- A way for users connected to an LEA classroom or school (e.g. parents or students) to disclose or share Student Data they have been provided access to by such LEA classroom or school (including, without, limitation, by teachers or other LEA employees) with third parties
- A way for teachers, school leaders, families, and students to post comments and "likes" on Class Story and School Story
- Student portfolios, where students can share their work with teachers and families
- Activities and other content that teachers or families can share with students
- A way for school leaders to see how connected their school community is, and also to communicate with families, other teachers, and school leaders
- Optional artificial intelligence ("AI") technology-driven tools that teachers may choose to utilize
- "School Dojo Island" or "Class Dojo Island"- a virtual playground for students and their classmates where they'll explore a variety of activities focused on creativity and collaboration to explore, build, and live in a world with their classmates at the direction of their teacher. Note, however, that ClassDojo also has an out-of-school Dojo Island ("Home Dojo Island") that the parties agree is not part of the Services.
- ClassDojo Plus and certain Premium Features - an optional, paid subscription or other optional paid premium features that provide additional ways for families to stay engaged with their school community and celebrate their child's growth (such as through expanded reporting on feedback points given in class, yearbooks or "Memories" products (featuring photos from Class Story, Portfolios, or School Stories). Note, however, that ClassDojo Plus has out-of-school features such as Home Points, At-Home Child Monster with premium parts, and Discover tab content that the parties agree are not part of the Services ("ClassDojo Plus Non-School Use Features").

In addition to the above, Provider may use Student Data collected from, or on behalf of, LEA, or a school within the LEA (collectively, "**education agency**"), to improve the learning experience, provide products to the education agency, and ensure secure and effective operation of Provider's products. Student Data provided by (or collected from, or on behalf of) the education agency helps provide and improve our educational products and support the education agency's and authorized users' efforts. Student Data helps Provider fulfill its duties for the purposes requested or authorized by the education agency or as otherwise permitted by applicable laws. Student Data may be used for customer support purposes, to respond to the inquiries and fulfill the requests of education agencies and their authorized users, or to enforce product access and security controls. It may be used to conduct system audits and improve protections against the misuse of our products, or to detect and prevent fraud and other harmful activities. Provider may also process Student Data for adaptive or personalized learning purposes and to provide Program Communications (as defined below) to all account holders.

Provider Services include sharing Student Data with (i) authorized users of the Services, including parents or legal guardians and (ii) to protect the safety and integrity of users or others, or the security of the Services. ClassDojo may also use De-Identified Data for (i) product improvement and new educational product development; (ii) sharing reports on number of users, instructional time delivered or other reports on product usage and results to third parties; (iii) educational research purposes, including transferring or sharing with third parties for such purposes; and (iv) as allowed by laws.

“Program Communications” shall mean in-app or emailed communications relating to Provider’s educational services, including prompts, messages, and content relating to the use of the Service, for example; onboarding and orientation communications, prompts for students to complete, or teachers to assign exercises or provide feedback as part of the learning exercise, periodic activity reports, suggestions for additional learning activities in the Service, service updates (for example new features or content, including using for at home learning opportunities), and information about special or additional programs (e.g. ClassDojo Plus or Dojo Tutoring) offered through the Services or the ClassDojo websites or applications.

More information on how the Service operates is located at www.classdojo.com.

3. Outside School Accounts:

The Service shall not include any Outside School Accounts, Family Messaging, or Home Dojo Islands, and ClassDojo Plus Non- School Use Features. Additionally, the Service shall not include any online live tutoring services offered for children through the website located at <https://tutor.classdojo.com> (“**Dojo Tutor**”). Students, parents, and family users may have personal or non- school accounts (i.e., for use of the ClassDojo at home not related to school) in addition to school accounts, this includes without limitation those accounts used in connection with Provider’s Family Messaging, Home Dojo Island Play, and Dojo Tutoring (“**Outside School Account(s)**”). An Outside School Account of a student may also be linked to their student account. with the Student Data elements as further detailed in the “Linked Accounts” section of the Service Agreement and as set forth here: [https://classdojo.zendesk.com/hc/en-us/articles/4413231512205-What-are-Student-Accounts-and-Outside-School-Child- Accounts](https://classdojo.zendesk.com/hc/en-us/articles/4413231512205-What-are-Student-Accounts-and-Outside-School-Child-Accounts) (“**Linked Data**”). Similarly, an Outside School Account of a parent or family may be linked to their parent or family account used in school. Student Data shall not include Linked Data or information a student, parent, or family provides to Provider through such Outside School Accounts independent of the student’s, parent’s, or family’s engagement with the Services at the direction of the LEA. Additionally, any information a parent or family provides to Provider through such Outside School Account shall not be considered school data or information and shall not be owned or controlled by the LEA.

4. Notices: In the event a written notice is to be provided pursuant to the DPA, notice shall be provided to the following recipients:

Notices to Provider

ClassDojo, Inc

2261 Market Street STE 10437
San Francisco, CA 94114

districts@classdojo.com, with a copy to legalprocess@classdojo.com

Notices to LEA

LEA Name: _____

LEA Mailing Address: _____

LEA E-Mail Address: _____

With a copy to LEA Legal Counsel (if provided).

LEA Legal Counsel Address: _____

4. Student Data Security Inquiries Contact:

Name: Eric Satterly

Chief Information Officer

Title: _____

E-Mail Address: _____

5. LEA Contact for Parent Inquiries Pursuant to Section 2.2:

Name: _____

Title: _____

E-Mail Address: _____

Provider Contact:

Elisette Weiss, District Partnerships, districts@classdojo.com

6. Schedule of Student Data: The following specific items or categories of Student Data may be processed by the Provider on behalf of LEA for the purpose of the Services (collectively, the “**Schedule of Student Data**”).

SCHEDULE OF STUDENT DATA**

In order to perform the Services, the Student Data or school data (e.g. parent or teacher data as specifically noted) processed by Provider on behalf of LEA is set forth below: **LEA should not provide any medical or health-related data.**

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	✓ https://www.classdojo.com/cookies-policy
	Other application technology metadata.	✓ https://www.classdojo.com/transparency
Application Use Statistics	Metadata on user interaction with application	✓ We track product events and progress within a particular feature
Assessment	Standardized test scores	N/A
	Observation data	✓ Optional, only if teacher(s) opt to use the “Feedback Points” feature is this collected from teachers about students. <i>Note this data is automatically deleted on a rolling 365-day basis.</i>
	Other assessment data	N/A
Attendance	Student school (daily) attendance data	N/A
	Student class attendance data	✓ Optional, only if teacher(s) elect to record
Communications	Online communications captured (emails, blog entries)	✓ Optional, only if students opt to message the teacher directly via Portfolios or Class Story. <i>Note, Family Messaging is not considered Student Data.</i>
Biometric Data	Physical or behavioral human characteristics that can be used to identify a person (e.g. fingerprint scan, facial recognition)	N/A from students; may use to validate parents/teachers with iOS or Android technology - we are not passed the information.
Conduct	Conduct or behavioral data	✓ Optional, only if teacher(s) opt to use the “Feedback Points” feature is this collected from teachers about students. <i>Note this data is automatically deleted on a rolling 365-day basis.</i>
Demographics	Date of Birth	✓ Note, this is collected as age, not a DOB.
	Place of Birth	N/A

	Gender	N/A, Not from students. Note, upon account creation for adults (family members or teachers) we optionally ask for a salutation that may indicate gender such as Mr., Miss, etc.
	Ethnicity or race	N/A
	Language information (native, or primary language spoken by student)	✓ Obtained via browser/device preferences
	Other demographic information- Please specify:	N/A
Enrollment	Student school enrollment	✓
	Student grade level	✓
	Homeroom	N/A
	Guidance counselor	N/A
	Specific curriculum programs	N/A
	Year of graduation	N/A
	Other enrollment information- Please specify:	N/A
Parent/Guardian Contact Information	Address	N/A
	Email	✓ Optional, only if a parent or guardian account is created and connected to a student
	Phone	✓ Optional, only if a teacher invites a parent or guardian to connect via SMS
Parent/Guardian ID	Parent ID number (created to link parents to students)	✓
Parent/Guardian Name	First and/or Last	✓ Optional, only if a parent account is created at the invitation of the teacher(s) or school leader(s).
Schedule	Student scheduled courses	N/A
	Teacher names	✓ This is only for the classes a student is connected to, it may not be the complete schedule of all teachers the student has classes with.
Special Indicator	English language learner information	N/A

	Low-income status	N/A
	Medical alerts/ health data	N/A
	Student disability information	N/A
	Specialized education services (IEP or 504)	N/A
	Living situations (homeless/foster care)	N/A
	Other indicator information-Please specify:	N/A
Student Contact Information	Address	N/A
	Email	✓ Only for students whose teachers elect to utilize the Google Login method.
	Phone	N/A
Student Identifiers	Local (School district) ID number	✓
	State ID number	N/A
	Provider/App assigned student ID number	✓
	Student app username	✓
	Student app passwords	✓
Student Name	First and/or Last	✓ Only as provided by the teacher(s) or school leader(s). Initials or unique identifiers may be used.
Student In-App Performance	Program/application performance (typing program- student types 60 wpm, reading program-student reads below grade level)	✓ We track product events and progress within a particular feature
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	N/A
Student Survey Responses	Student responses to surveys or questionnaires	N/A
Student work	Student-generated content; writing, pictures, etc.	✓ Note these may also be teacher-assigned projects.

	Other student work data -Please specify:	N/A
Transcript	Student course grades	N/A
	Student course data	N/A
	Student course grades/ performance scores	N/A
	Other transcript data - Please specify:	N/A
Transportation	Student bus assignment	N/A
	Student pick up and/or drop off location	N/A
	Student bus card ID number	N/A
	Other transportation data – Please specify:	N/A
Other	Please list each additional data element used, stored, or collected by your application:	**
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	N/A

**** Please see the Information Transparency Chart (<https://www.classdojo.com/transparency>) for additional details regarding:**

- Categories of Student Data
- Categories of Data Subjects the Student Data is collected from and the source of the Student Data
- Nature and purpose of the Processing activities of the Student Data
- Country in which the Student Data is stored
- List of any Special Categories of Student Data collected (currently none)
- Categories of other non-student school users (e.g. teachers, school administrators, and parents) data collected

Current list of Sub-Processors: <https://www.classdojo.com/third-party service-providers/>

EXHIBIT “B”
STANDARD CLAUSES
July 2023

PURPOSE AND SCOPE

- 1.1. **Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect Student Data, including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.
- 1.2. **Exemptions under FERPA.** LEA may not generally disclose Personally Identifiable Information from an eligible student’s Education Record to a third-party without written consent of the parent and/or eligible student or without meeting one of the exemptions set forth in FERPA (“**FERPA Exemption(s)**”), including the exemption for Directory Information (“**Directory Information Exemption**”) or School Official exemption (“**School Official Exemption**”). For the purposes of FERPA, to the extent Personally Identifiable Information from Education Records are transmitted to Provider from LEA or from students using accounts at the direction of the LEA, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the control and direction of the LEAs, with respect to Education Records and Student Data. Additionally, certain information, provided to Provider by LEA about a student, such as student name and grade level, may be considered Directory Information under FERPA and thus not subject to the restrictions for Education Records.
- 1.3. **DPA Definitions.** The definition of terms used in this DPA is found in **Exhibit “C”**. With respect to the treatment of Student Data, in the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

2. DATA OWNERSHIP AND AUTHORIZED ACCESS

- 2.1. **Student Data Property of LEA.** As between LEA and Provider, all Student Data processed by the Provider pursuant to the Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are also subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA or the party who provided such data (such as the student or parent).
- 2.2. **Parent Access.** To the extent required by law, the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data, correct erroneous information, and procedures for the transfer of Student-Generated Content to a personal account, consistent with the functionality of the Services. If LEA is not able to update the Student Data itself, Provider shall respond in a reasonably timely manner (and no later than forty five (45) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA’s request for Student Data in an Education Record held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information, provided however, that Provider may also allow for direct access requests (but not correction or deletion rights) of Student Data and/or Education Records from a verified parent.
- 2.3. **Separate Account.** Students, parent, and family users may have personal or non-school accounts (i.e. for use of ClassDojo at home not related to school) in addition to school accounts (“**Outside School Account(s)**”). An Outside School Account of a student may also be linked to their student account. Similarly, an Outside School Account of a parent or family may be linked to their parent or family account used in school. Student Data shall not include information a student, parent or family provides to Provider through such Outside School Accounts

independent of the student's or parent's engagement with the Services at the direction of the LEA. Additionally, any information a parent or family provides to Provider through such Outside School Account shall not be considered school data or information and shall not be owned or controlled by the LEA. Additionally, If Student Generated Content is stored or maintained by the Provider as part of the Services, Provider may, at the request of the LEA, or the student or the student's parent or legal guardian, transfer said Student Generated Content to a separate student account or the Outside School Account upon termination of the Service Agreement; provided, however, such transfer shall only apply to Student Generated Content that is severable from the Service.

- 2.4. **Third Party Requests.** Should a third party, excluding a Sub-Processor, including, but not limited to, law enforcement or other government entities (“**Requesting Party(ies)**”) contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall redirect the Requesting Party to request the Student Data directly from the LEA and shall not provide the requested Student Data to the Requesting Party, unless and to the extent that Provider reasonably believes it is compelled to grant such access to the third party because the data disclosure is necessary: (i) pursuant to a court order or legal process, (ii) to comply with statutes or regulations, (iii) to enforce the Agreement, or (iv) if Provider believes in good faith that such disclosure is necessary to protect the rights, property or personal safety of Provider's users, employees or others. Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request or otherwise legally prohibited.
- 2.5. **Sub-Processors.** Provider shall enter into written agreements with all Sub-Processors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Agreement, whereby the Sub-Processors agree to protect Student Data in a manner no less stringent than the terms of this DPA. The list of Provider's current Sub-Processors can be accessed through the Provider's Privacy Policy (which may be updated from time to time).

3. DUTIES OF LEA

- 3.1. **Provide Data in Compliance with Applicable Laws.** LEA shall use the Services for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.
- 3.2. **Annual Notification of Rights.** If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of FERPA rights (“**Annual Notification of Rights**”). Additionally, LEA represents, warrants and covenants to Provider, as applicable, that LEA has:
- a. Complied with the School Official Exemption, including, without limitation, informing parents in their Annual Notification of Rights that the LEA defines “school official” to include Sub-Processors such as Provider and defines “legitimate educational interest” to include services such as the type provided by Provider; and/or
 - b. Complied with the Directory Information Exemption, including, without limitation, informing parents and eligible students what information the LEA deems to be Directory Information and may be disclosed and allowing parents and eligible students a reasonable amount of time to request that schools not disclose Directory Information about them; and/or
 - c. Obtained all necessary parental or eligible student written consent to share the Student Data with Provider, in each case, solely to enable Provider's operation of the Service.

If LEA is relying on the Directory Information exemption, LEA represents, warrants, and covenants to Provider that it shall not provide information to Provider from any student or parent/legal guardian that has opted out of the disclosure of Directory Information. Provider depends on LEA to ensure that LEA is complying with the FERPA provisions regarding the disclosure of any Student Data that will be shared with Provider.

- 3.3. **Reasonable Precautions.** LEA shall employ administrative, physical and technical safeguards designed to protect usernames, passwords, and any other means of gaining access to the Services and/or hosted data from unauthorized access, disclosure or acquisition by an unauthorized person.
- 3.4. **Unauthorized Access Notification.** LEA shall notify Provider promptly, but in no event less than 72 hours, of any known or suspected unauthorized use or access of the Services, LEA's account or Student Data. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized use or access.z

4. DUTIES OF PROVIDER

- 4.1. **Privacy Compliance.** The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security applicable to the Provider in providing the Service to the LEA, all as may be amended from time to time.
- 4.2. **Authorized Use.** The Student Data shared pursuant to the Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in **Exhibit "A"** or stated in the Service Agreement and/or otherwise authorized under law.
- 4.3. **Provider Employee Obligation.** Provider shall require all of Provider's employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.
- 4.4. **No Disclosure.** Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or personally identifiable information contained in the Student Data other than as directed or permitted by the LEA or this Agreement. This prohibition against disclosure shall not apply to (i) De-Identified information, (ii) Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, (iii) to Sub-Processors performing services on behalf of the Provider pursuant to this DPA, (iv) to authorizes users of the Services, including parents or legal guardians, or (v) to protect the safety or integrity of users or others, or the security of the Services. Provider will not Sell Student Data to any third party.
- 4.5. **De-Identified Data.** Provider agrees not to attempt to re-identify De-Identified Student Data without the written direction of LEA. De-Identified Student Data may be used by the Provider for those purposes allowed under FERPA and applicable state student privacy laws, as well as the following purposes (1) assisting the LEA or other governmental agencies in conducting research and other studies; (2) research development and improvement of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Provider agrees not to transfer De-Identified Student Data to any third party unless that party agrees in writing not to attempt re-identification. Prior to publicly publishing any document that names the LEA, the Provider shall obtain the LEA's written approval of the manner in which De-Identified Student Data is presented.
- 4.6. **Disposition of Data.** Upon written direction or initiation from the LEA, Provider shall dispose of, delete, or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request or according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of or delete all Student Data at the earliest of (a) Provider's standard destruction schedule, if applicable; (b) when the Student Data is no longer needed for the purpose for which it was received; or (c) as otherwise required by law. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to Section 2.3. The LEA may employ a "**Directive for Disposition of Data**" form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ **Exhibit "D,"** no

further written request or notice is required on the part of either party prior to the disposition of Student Data described in **Exhibit “D”**.

- 4.7. **Advertising Limitations.** Provider is prohibited from using, disclosing, or Selling Student Data (a) to inform, influence, or enable Targeted Advertising; (b) to develop a profile of a student, for any purpose other than providing the Service to LEA, or as authorized by the parent or legal guardian; or (c) for any commercial purpose other than to provide the Service to LEA, as authorized by the LEA or the parent/guardian, or as permitted by applicable law. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations or sending Program Communications to account holders); or (ii) to make product recommendations to teachers, LEA employees, or parents/legal guardians; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits.

5. DATA SECURITY AND BREACH PROVISIONS

- 5.1. **Data Storage.** Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.\
- 5.2. **Audits.** No more than once per contract year, or following a Security Incident, upon receipt of a written request from the LEA with at least ten (10) business days’ notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit, during normal business hours and at a time convenient for the Provider, the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of Services to the LEA (“**Security Audit**”). In connection with any Security Audit, the Provider will cooperate reasonably with the LEA and any local, state, or federal agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider’s facilities, staff, agents and LEA’s Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA, as reasonably necessary to fulfill the requests of such Security Audit. Costs for the Security Audit are the responsibility of the LEA. Provider may provide an independent third-party report in place of allowing LEA to conduct such Security Audit.
- 5.3. **Data Security.** The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth in **Exhibit “E”**. Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in **Exhibit “E”**. Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.
- 5.4. **Data Breach.** In the event that Provider confirms an unauthorized release, disclosure of, or access to Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider in violation of applicable federal or state law (a “**Security Incident**”), the Provider shall provide notification to LEA as required by the applicable state law, but in no event later than seventy-two (72) hours of confirmation of the Security Incident (“**Security Incident Notification**”), unless notification within this time limit would disrupt investigation of the incident, by either the Provider or by law enforcement. In such an event, the Security Incident Notification shall be made within a reasonable time after the discovery of the Security Incident. A Security Incident does not include the good faith acquisition of Student Data by an employee or agent of Provider for a legitimate purpose, provided that the Student Data is not used for a purpose unrelated to the Provider’s Service or subject to further unauthorized disclosure. Provider shall follow the following process:
- 5.4.1 Unless otherwise required by applicable state law, the Security Incident Notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:

1. The name and contact information of the reporting Provider subject to this section.
2. A list of the types of PII that were or are reasonably believed to have been the subject of the Security Incident.
3. If the information is possible to determine at the time the notice is provided, then either (a) the date of the Security Incident, (b) the estimated date of the Security Incident, or (c) the date range within which the Security Incident occurred. The Security Incident Notification shall also include the date of the Security Incident Notice.
4. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
5. A general description of the Security Incident, if that information is possible to determine and legally permissible to provide at the time the Security Incident Notification is provided.

5.4.2 Provider agrees to adhere to all requirements applicable to Provider providing the Services in applicable federal and state law with respect to a Security Incident related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such Security Incident.

5.4.3 Provider further acknowledges and agrees to have a written incident response plan that is consistent with industry standards and federal and state law for responding to a Security Incident involving Student Data or any portion thereof, including Personally Identifiable Information (“**Incident Response Plan**”) and agrees to provide LEA, upon request, with a summary of said written Incident Response Plan.

5.4.4 To the extent LEA determines that the Security Incident triggers third party notice requirements under applicable laws, Provider will cooperate with LEA as to the timing and content of the notices to be sent. LEA shall provide notice and facts surrounding the Security incident to the affected students, parents or guardians. Except as otherwise required by law, Provider will not provide notice of the Security Incident directly to individuals whose Personally Identifiable Information was affected, to regulatory agencies, or to other entities, without first providing written notice to LEA. This provision shall not restrict Provider’s ability to provide separate security breach notification to customers, including parents and other individuals with Outside School Accounts.

5.4.5 In the event of a Security Incident originating from LEA’s actions or use of the Service, or otherwise a result of LEA’s actions or inactions (“**LEA Security Incident**”), Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data and may request from LEA reasonable costs incurred as a result of the LEA Security Incident.

6. INTERNATIONAL DATA PROTECTION ADDENDUM

6.1. To the extent that LEA is located outside of the United States, the LEA’s use of the Services will also be governed by the ClassDojo International Data Protection Addendum (“Int. DPA”). Please contact ClassDojo at privacy@classdojo.com to obtain the Int. DPA applicable to your jurisdiction.

EXHIBIT "C" DEFINITIONS

De-Identified Data and De-Identification: Records and information are considered to be de-identified when all Personally Identifiable Information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student and provided that the educational agency, or other party, has made a reasonable determination that a student's identity is not personally identifiable, taking into account reasonable available information.

Educational Records: Educational Records shall have the meaning set forth under FERPA cited as 20 U.S.C. 1232 g(a)(4).

Indirect Identifiers: Means any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty.

Personally Identifiable Information, Personal Information or PII: Means data, including Indirect Identifiers, that can be used to identify or contact a particular individual, or other data which can be reasonably linked to that data or to that individual's specific computer or device. Student PII includes, without limitation, those items set forth in the definition of PII under FERPA. When anonymous or non-personal information is directly or indirectly linked with Personally Identifiable Information, the linked non-personal information is also treated as personal information. Persistent identifiers that are not anonymized, De-Identified or aggregated are personal information.

Program Communications: Shall mean in-app or emailed communications relating to Provider's educational services, including prompts, messages, and content relating to the use of the Service, for example; onboarding and orientation communications, prompts for students to complete, or teachers to assign exercises or provide feedback as part of the learning exercise, periodic activity reports, suggestions for additional learning activities in the Service, service updates (for example new features or content, including using for at home learning opportunities), and information about special or additional programs (e.g. ClassDojo Plus or Dojo Tutoring) offered through the Services or the ClassDojo websites or applications.

School Official: For the purposes of this DPA and pursuant to FERPA 34 CFR § 99.31(b), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Education Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and re-disclosure of personally identifiable information from Education Records.

"Sell" consistent with the Student Privacy Pledge, does not include a Change of Control, provided that the company or successor entity continues to treat the Personally Identifiable Information contained in Student Data in a manner consistent with this DPA with respect to the previously acquired Personally Identifiable Information contained in Student Data. Sell also does not include storing, sharing, transferring or disclosing Student Data with a Sub-Processor provided that the Sub-Processor does not Sell the Student Data except as necessary to perform the business purpose. Provider is also not "selling" personal information (i) if a user directs Provider to intentionally disclose Student Data or uses the Service to intentionally interact with a third party, provided that such third party also does not Sell the Student Data; or (ii) if a parent or other third party authorized by the parent lawfully acquires Student Data (e.g., enhanced classroom reports or photos) for a fee or for free.

Sub-Processor: For the purposes of this DPA, the term "Sub-Processor" means a party other than LEA or Provider, with whom Provider has a written agreement as set forth in the Standard Clauses Section 2.5, and who Provider uses for data collection, analytics, storage, or other service necessary to operate and/or improve its service, and who has access to or storage of Student Data.

Student-Generated Content: The term "student-generated content" means materials or content created by a student in the Services 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.

Student Data: Student Data includes any Personally Identifiable Information, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, for a school purpose, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, or any other information or identification number that would provide information about a specific student. Student Data further includes Personally Identifiable Information, as defined in 34 C.F.R. § 99.3 Education Records are Student Data for the purposes of this DPA. Student Data as specified in **Exhibit "B"** in the Standard Schedule is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not include De-Identified Data or information that has been anonymized, or anonymous usage data regarding a student's or LEA's use of Provider's Services. Student Data shall not include information or data, including Personal Information, a student, parent, or family provides to Provider through an Outside School Account independent of the student's, parent's or family's engagement with the Services at the direction of the LEA.

Targeted Advertising: means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the operator's Internet website, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted Advertising" does not include any advertising to a student on an Internet website based on the content of the web page, search query or a student's contemporaneous behavior on the website, or in response to a student's response or request for information or feedback.

EXHIBIT "D"
DIRECTIVE FOR DISPOSITION OF STUDENT DATA

LEA directs Provider to dispose of Student Data obtained by Provider pursuant to the terms of the DPA between LEA and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

_____Disposition is partial. The categories of Student Data to be disposed of are set forth below or are found in an attachment to this Directive:

[Insert categories of Student Data here]

_____Disposition is Complete. Disposition extends to all categories of Student Data.

2. Nature of Disposition

_____Disposition shall be by destruction or deletion of Student Data, as set forth in Section 4.6 ("Disposition of Data"). De-Identification of Student Data shall be deemed a destruction or deletion.

_____Disposition shall be by a transfer of Student Data. The Student Data shall be transferred to the following site as follows:

[Insert or attach special instructions]

3. Timing of Disposition

Student Data shall be disposed of by the following date:

_____As soon as commercially practicable

_____By *[Insert Date]*

4. Signature

Authorized Representative of LEA

Date

5. Verification of Disposition of Data

Authorized Representative of Company

Date

EXHIBIT “E”
DATA SECURITY REQUIREMENTS

Adequate Cybersecurity Frameworks

MAINTAINING ORGANIZATION/GROUP	FRAMEWORK(S)
National Institute of Standards and Technology	NIST Cybersecurity Framework Version 1.1
National Institute of Standards and Technology	NIST SP 800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171
International Standards Organization	Information technology — Security techniques — Information security management systems (ISO 27000 series)
Secure Controls Framework Council, LLC	Security Controls Framework (SCF)
Center for Internet Security	CIS Critical Security Controls (CSC, CIS Top 20)
Office of the Under Secretary of Defense for Acquisition and Sustainment (OUSD(A&S))	Cybersecurity Maturity Model Certification (CMMC, ~FAR/DFAR)

ClassDojo Specific: Please review our Security Whitepaper for details: <https://www.classdojo.com/security/>



CLASTWI-01

JNGUYEN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/21/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 HUB International Insurance Services Inc. 2300 Clayton Road, Suite 300 Concord, CA 94520	CONTACT NAME: PHONE (A/C, No, Ext): (415) 257-2100 FAX (A/C, No): (415) 455-1516	
	E-MAIL ADDRESS:	
INSURED ClassDojo, Inc. 735 Tehama St. San Francisco, CA 94103	INSURER(S) AFFORDING COVERAGE NAIC #	
	INSURER A : Citizens Insurance Company of America 31534	
	INSURER B : Associated Industries Insurance Company, Inc. 23140	
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			OBFH007195	8/4/2024	8/4/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			OBFH007195	8/4/2024	8/4/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Cyber / Tech E&O			AES1219056-02	5/2/2024	4/19/2025	Aggregate \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Evidence of Coverage	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



CLASTWI-01

JACKLEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/18/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER License # 0757776 HUB International Insurance Services Inc. 2300 Clayton Road, Suite 300 Concord, CA 94520	CONTACT NAME: PHONE (A/C, No, Ext): (415) 257-2100 FAX (A/C, No): (415) 455-1516 E-MAIL ADDRESS: <table style="width:100%;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A : Citizens Insurance Company of America</td> <td>31534</td> </tr> <tr> <td>INSURER B : Associated Industries Insurance Company, Inc.</td> <td>23140</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Citizens Insurance Company of America	31534	INSURER B : Associated Industries Insurance Company, Inc.	23140	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
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B	Cyber/Privacy/Networ			AES1219056-02	5/2/2024	4/19/2025	<table style="width:100%; border-collapse: collapse;"> <tr><td>Aggregate</td><td style="text-align: right;">\$ 5,000,000</td></tr> </table>	Aggregate	\$ 5,000,000												
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Jefferson County Board of Education are additional insured as required by written contract to the extent provided by the policy language, as their interests may appear.

CERTIFICATE HOLDER Board of Education of Jefferson County Attn: Insurance/Real Estate Dept. 3332 Newburg Road Louisville, KY 40218	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CLASTWI-01

JNGUYEN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/21/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 HUB International Insurance Services Inc. 2300 Clayton Road, Suite 300 Concord, CA 94520	CONTACT NAME:	
	PHONE (A/C, No, Ext): (415) 257-2100	FAX (A/C, No): (415) 455-1516
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED ClassDojo, Inc. 735 Tehama St. San Francisco, CA 94103	INSURER A: Citizens Insurance Company of America	NAIC # 31534
	INSURER B: Associated Industries Insurance Company, Inc.	NAIC # 23140
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			OBFH007195	8/4/2024	8/4/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			OBFH007195	8/4/2024	8/4/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Cyber / Tech E&O			AES1219056-02	5/2/2024	4/19/2025	Aggregate \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Evidence of Coverage	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Terms of Service

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Last updated: 2023-10-16

ClassDojo Terms of Service

The following are the terms of service (“Terms of Service”) that define the relationship between ClassDojo, Inc. (doing business as ClassDojo (“Company,” “ClassDojo,” “we,” or “us”)) and you, and govern your use of ClassDojo’s services.

PLEASE NOTE THAT THESE TERMS CONTAIN A DISPUTE RESOLUTION AND BINDING ARBITRATION PROVISION [SECTION](#), INCLUDING A CLASS ACTION WAIVER THAT AFFECTS YOUR RIGHTS UNDER THESE TERMS AND WITH RESPECT TO DISPUTES YOU MAY HAVE WITH THE SERVICES. EXCEPT FOR CERTAIN KINDS OF DISPUTES DESCRIBED IN SECTION 25 (DISPUTE RESOLUTION), YOU AGREE THAT DISPUTES ARISING UNDER THESE TERMS WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION, AND BY ACCEPTING THESE TERMS, YOU AND CLASSDOJO ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING.

Additional terms for Parents and Guardians

FERPA

Linked Accounts

Text, SMS, and other messaging

Third-Party Authentication Services

Third-party Applications and Integrations

Third Party Content and Websites

Premium Features

Modification to Agreement

We've done our best to write this policy in simple, clear terms. We've also added summaries below each section that provide short explanations of the legal language in plain English (it starts with 'Basically...') to aid in understanding, but it isn't legally binding.

You can see past versions of our Terms [here](#) on Github.

The ClassDojo Terms

Thank you for your interest in ClassDojo, which owns and operates the services offered on classdojo.com ("ClassDojo Website"), including the ClassDojo platform ("ClassDojo Platform"), and any associated mobile applications ("ClassDojo Apps") or products and services that Company may provide now or in the future (collectively, the "Service").

These Terms of Service contain general terms that apply to you as a user of the ClassDojo Service ("User"), along with additional terms that may apply to you as a User registered as a teacher, school leader, aide, or other similar personnel ("School Personnel"), or a parent. If you are School Personnel, you will also be subject to our [Student Data Protection Addendum \("DPA"\)](#). If you are purchasing any premium features like [ClassDojo Plus \("Premium Features"\)](#) through the ClassDojo Service or partake in any sweepstakes, giveaways, or promotions we may offer you will be subject to the [ClassDojo Premium Features and Promotions Terms](#). The DPA, Premium Features and Promotions Terms and [Virtual Terms of Service](#) (collectively "Terms") are hereby incorporated by reference.

When using the Service, you will also be subject to the [ClassDojo Privacy Policy](#) and any posted guidelines, policies or rules applicable to specific features of the Service, which may be posted from time to time (collectively the "Guidelines"). These Terms of Service, Terms, including any other Guidelines and future modifications (collectively, the "Agreement"), govern your use of the Service and is a legal contract between you and ClassDojo. If there is any inconsistency between the Terms of Service,

Terms, and any of the Guidelines, the additional Guidelines will prevail to the extent of the inconsistency.

Agreeing to our Terms

By registering for an account on, or otherwise accessing or using the ClassDojo Service, you acknowledge that you have read and agree to be bound by this Agreement. If you are using the Service on behalf of an institution that has a separate written agreement with ClassDojo, that agreement governs your use of the Service.

If you are under the age of 18, you represent that your legal guardian has reviewed and agreed to the Agreement. If you don't get your parent or guardian to read and agree to the Agreement, you don't have permission to use the Service.

For Minor Users under the age of 13, ClassDojo follows the United States Federal Trade Commission's ("FTC") Children's Online Privacy Protection Act and its implementing regulations under the Children's Online Privacy Protection Rule ("COPPA") consent rules that prohibit online service providers from knowingly collecting personal information from children under 13 years of age without verifiable parental consent or notice as applicable ("Consent").

Consent may be obtained either by 1) ClassDojo if the parent is setting up a Student Account (as defined below) or Outside School Child Account (as defined below) directly or is allowing their child to use certain Premium Features within their parent account or otherwise access the Service, or the student has received a unique link from their teacher to set up their own Student Account; or 2) a student's teacher, school, or district if the teacher, school or district is setting up the Student's Account and allowing the Student to login or otherwise allowing Students to access ClassDojo from school ("School Consent").

If you are entering into this Agreement on behalf of a company or other legal entity (including if you are

School Personnel entering on behalf of your school), you represent that you have the authority to bind such entity to these terms and conditions, in which case the terms “you”, “your” or “User” shall refer to such entity. **If you do not have such authority, or if you do not agree with these terms and conditions, you must not accept this Agreement and may not use the Service.**

Basically,

By using or signing up for ClassDojo, you agree to these terms. If you are under the age of 18, your legal guardian or parent will need to review and agree to the Agreement on your behalf.

Welcome to the community!

Registration and Security

As a condition to using Service, you may be required to register with Company and select a password and username or provide additional contact information (“Company User ID”). Alternatively, (1) an Institution or School Personnel or (2) a parent, may create accounts and logins for students or their child (“Student Login(s)”). When you register or create a Student Login, you must provide Company with accurate, complete, and updated Company User ID and Student Login information. You may not select or use as a Company User ID or Student Login, a name of another person with the intent to impersonate that person. You will not provide any false information or create an account for anyone other than yourself without permission. ClassDojo reserves the right to refuse registration or to cancel a ClassDojo ID or Student Login in its discretion.

You shall be responsible for maintaining the confidentiality of your login credentials, ClassDojo ID, Student Login, password or QR code (“Account Credentials”) and will not share with anyone or let anyone else access your Account Credentials or account. You may not transfer your Account Credentials or account to anyone without express prior written consent of Company. Company will not

be liable for any direct or indirect loss that you may incur as a result of someone else using your Account Credentials, either with or without your knowledge or for a failure to comply with this Section. However, you may be held liable for losses incurred by ClassDojo or another party due to someone else using your Account Credentials.

You expressly agree to (a) immediately notify ClassDojo of any unauthorized use of your account or any other breach of security of your Account Credentials, account or a child's personal information, and (b) ensure that you properly logout from your account at the end of each session.

You represent, warrant and covenant that (1) all Account Credential information you submit is truthful and accurate, and (2) if you are setting up a Student Login that you have obtained any and all necessary rights, permissions, or consents to access, setup, monitor, use or disclose any data from such accounts of other Users..

Basically,

You should keep your QR code, username, password and any other login credentials secret!

Using the Service

Permission to use ClassDojo

As long as you are complying with all of the terms and conditions of this Agreement, Company gives you permission to access and use the Service solely to enable your use of the Service. The Service is available for your personal, noncommercial use and should only be used for [educational purposes](#) or lawful purposes that help bring school communities together or help parents and children build stronger relationships at home. You may download a single copy of the ClassDojo App for personal, non-commercial use only.

Access to and use of the Service itself is free, but we do offer, and may add to in the future, optional [Premium Features](#) that ClassDojo may charge for. Please also be aware that while we currently provide our mobile services for free, your carrier's normal rates and fees still apply, such as text messaging and data fees.

The right to access and use the Service is revoked in jurisdictions where it may be prohibited, if any.

Changes to the Service

We are constantly changing and improving our Services. We may add or remove functionalities or features, and we may suspend or stop a Service altogether, including, for example, if you do not comply with this Agreement or if we are investigating suspected misconduct. You can stop using our Service at any time, although we'll be sorry to see you go. We may also add or create new limits to our Service or restrict your access to all or a part of the Service at any time without notice or liability.

We believe that you (or your school as applicable) own your data and preserving your access to such data is important. If we discontinue a Service, where reasonably possible, we will give you reasonable advance notice and a chance to get information out of that Service. Please see our [FAQ](#) for more information.

Restrictions

Except as expressly permitted under this Agreement, you agree that your permission to use the Service is conditioned upon you following all the restrictions set forth in the "[ClassDojo Technology](#)" and "[Acceptable Use and Conduct](#)" sections.

Basically,

You can use ClassDojo, as long as you follow the rules in these terms.

ClassDojo Technology

The Service and the ClassDojo Technology are intended solely for the personal, non-commercial use of our Users and may only be used in accordance with this Agreement. “ClassDojo Technology” means all past, present and future content of the Service, including, all the software, hardware and technology used to provide the Service (including ClassDojo proprietary code and third-party software), user interfaces, materials displayed or performed on the Service, such as text, graphics, articles, photographs, images, illustrations and the design, structure, sequence and “look and feel” of the Services, and all other intellectual property, including all ClassDojo Marks. “ClassDojo Marks” means the trademarks, service marks, logos, or any other trade name, trademarks, service marks and other distinctive or proprietary brand features of ClassDojo.

ClassDojo Technology is protected by copyright and other intellectual property laws. Using our Service does not give you ownership of any intellectual property rights in our Service or the ClassDojo Technology. You agree that, as between you and ClassDojo, all the intellectual property rights in the ClassDojo Service and ClassDojo Technology, which does not include User Content (as defined below), are owned by ClassDojo or its licensors. These terms do not grant you the right to use any ClassDojo Marks.

You will not, nor will you allow any third party (whether or not for your benefit) to:

- Run, license, rent, lease, loan, distribute, or sell access to the ClassDojo Service or the ClassDojo Technology.
- Build or support (and/or assist a third-party in building or supporting) products or services in competition with ClassDojo, or access the ClassDojo Service to build a product using similar ideas, features, functions, interface or graphics of the ClassDojo Service.
- Use, store, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform,

upload, create derivative works from, display, license, sell or otherwise exploit the ClassDojo Technology for any purposes other than as expressly permitted under this Agreement.

- Decompile, reverse engineer, disassemble, or otherwise attempt to obtain the source code of any ClassDojo Technology.
- Circumvent, disable or otherwise interfere with security related features or features that prevent or restrict use or copying of any User Content or ClassDojo Technology or enforce limitations on use of the ClassDojo Service or the User Content and ClassDojo Technology.
- Remove, obscure, or alter any copyright, logo, trademark, or other legal notices displayed in or along with our Services or any ClassDojo Premium Features or other custom products or merchandise, or otherwise use any of the ClassDojo Technology in a manner that creates the impression that the ClassDojo Technology belongs to you.

Basically,

Use of our Service does not give you any ownership rights to our intellectual property. We respect copyrights, trademarks and brands. Please respect ours, too!

Your Information and Content

User Content and Activities

In the course of using the Service, you and other Users may provide or post certain content or information (including, but not limited to, photos, videos, drawings, journals, documents, music, messages sent between parents and teachers or between students and teachers (“Portfolio Comments”), Student Data (as defined in the [DPA](#)), Activities (as defined below), student responses to Activities (“Student Activity Responses”) and Feedback (as defined below)), which may be used by ClassDojo in connection with the Service and which may be visible to certain other

Users (collectively “User Content”). Please visit our [Privacy Policy](#) for additional information on the types of information different types of Users are able to provide. Additionally, some User Content may be deemed an Education Record (as defined below).

School Personnel may contribute educational content, create answers to assessments, create activities for students to complete, create derivative works (e.g. completion of assignments) and transmit this data and content to ClassDojo (collectively “Activities”).

School Personnel and Users may submit feedback, comments or suggestions for improvements to the Services (in written, oral or any other form) (“Feedback”).

Ownership

Consistent with applicable law, as between ClassDojo and you, you (or your school as applicable) retain all ownership rights you have in any User Content. ClassDojo does not claim any ownership rights in the User Content. Please note that, while you retain ownership of your User Content, any template or layout in which you arrange or organize such User Content through tools and features made available through any of our Service are not proprietary to you – rights to such templates or layouts will remain with us or our service providers.

License

User Content

In order to allow ClassDojo to provide the Service, you hereby grant to us a limited, non-exclusive, sublicensable (as necessary to perform the Service, including distributing Activities, and providing the Premium Features), worldwide, royalty-free, and transferable (only to a successor) right and license to:

1. use, host, copy, store, distribute, publicly perform and display, publish (in whole or in part), modify, and create derivative works (such as changes

we make so that your content works better with our Service) such User Content as necessary to (a) provide, improve and make the Service available to you and other Users including through any future media in which the Service may be distributed;

2. use and disclose metrics and analytics regarding the User Content in an aggregate or other non-personally identifiable manner (including, for use in improving our service or in marketing and business development purposes);
3. use, modify, prepare derivative works, publish, distribute and sublicense Feedback without any compensation to you;
4. use any User Content (including any Student Data or Education Record) that has been de-identified for any product development, research or other lawful purpose subject to the DPA; and
5. use for other purposes permitted by the [DPA](#) and the [ClassDojo Privacy Policy](#).

Company will only share and use your [personal information](#) in accordance with ClassDojo's current Privacy Policy at <http://www.classdojo.com/privacy>.

Activities

By default, if School Personnel contribute Activities, such Activities will be licensed royalty-free to ClassDojo under the Creative Commons Attribution 4.0 License ("CC License"), which is available at <https://creativecommons.org/licenses/by/4.0/>. Such Activities shall be available to the School Personnel's school and its Users, but ClassDojo may also sublicense such Activities to other Users of the Services at other schools. You acknowledge and agree that Activities will be licensed under the CC License unless you "opt-out" of sharing to other schools. Such Activities will continue to be licensed under the CC License until School Personnel "turns off" such sharing for that particular Activities. However, you understand and agree that if you "turn-off" sharing for Activities (i)

the Activities will be available to Users within the School Personnel's school only; (ii) the change is prospective and does not terminate any sub-licenses to the underlying Activities previously granted by ClassDojo to any third parties (such as teachers from other schools and districts), and (iii) ClassDojo thereafter shall not grant any additional sub-licenses for the underlying Activities to third parties such as other schools.

License Termination

The license in 1(a) above will terminate when you or your Institution (as defined below) delete (i) any User Content with intellectual property rights (like photos or videos) ("IP content"), (ii) personally identifiable information (such as that in Student Data or an Education Record), or (iii) your account. Such termination may not apply if your User Content has been shared with others, and they have not deleted it. When you post User Content in a [Class Story](#) or [School Story](#), or [Portfolios](#) this can be viewed by other teachers, students and parents and it means that you are allowing others to access and use that information and to associate it with you (i.e., your name and profile picture if you provide one as a teacher or parent).

Note, however, that any User Content that may be in an Education Record or Student Data (including User Content in or related to messages sent through [ClassDojo Messaging](#), [Class Story](#), or [School Story](#) or [Portfolios](#), may be kept after you delete your account for school legal compliance reasons (e.g. maintenance of "education records" under the Family Educational Rights and Privacy Act (FERPA)). Please see the section entitled "Deleting your Account" in our Privacy Policy and our [deletion FAQs](#) for more information. When you delete IP Content, Student Data, Education Records, or personal information, it is deleted in a manner similar to emptying the recycle or trash bin on a computer. However, you understand that any removed User Content may persist in backup copies for a reasonable period of time (but will not be available to others).

Your Responsibilities and ClassDojo Rights

You agree that you, or your Institution, are responsible for making sure that you have all rights in the User Content, including the rights necessary for you to grant us the foregoing licenses to the User Content. Institution or School Personnel, as applicable, represents, covenants and agrees on behalf of yourself and your student Users that the submitting User (including your students) has all required rights to submit, post, upload or otherwise, own, use or disseminate the User Content it submits or uploads without violating any third-party rights. You are responsible for ensuring your User Content complies with the “[Acceptable Use and Conduct](#)” Section and for any other guidelines or conditions specific to a particular category of User (e.g., teacher, parent, or student). When you include User Content, you can create links to external websites. If you elect to create links to external websites, you must verify the quality and substance of each external link. You are solely responsible for any links you create to external websites. ClassDojo is not liable or responsible for any links created by you, or for any damages, direct or indirect, arising therefrom.

All information posted or transmitted through the Service is the responsibility of the person that posted it, and we will not be liable for any errors or omissions in any content. ClassDojo cannot guarantee the identity of any other Users with whom you may interact in the course of using the Service, or the authenticity of any data which users may provide about themselves. You acknowledge that all content accessed by you using the Service is at your own risk and you will be solely responsible for any damage or loss to any party resulting therefrom. You acknowledge that ClassDojo and its designees (such as teachers) reserve the right, but shall have no obligation, to pre-screen, filter, edit, remove, refuse to accept, post, display, or transmit any User Content through or on the Service in whole or in part at any time for any reason or no reason with or without notice and without liability of any kind. Additionally,

we do not guarantee that we will publish any of your User Content, and reserve the right to remove User Content from the Service at any time for any reason, such as if we receive a notice reports a User Content infringes someone's intellectual property rights.

_Your Likeness _

While ClassDojo does not permit User Content containing personal information of Users under the age of 13 to be public, if you as a parent or School Personnel, upload any User Content to any area of our Service in areas that may be viewed by others (for example, in Class Story or School Story) containing your likeness or the likeness of others, you also agree to the following:

You consent to the use of your likeness, and you have obtained (as necessary) the written consent, release, and/or permission of every identifiable individual who appears in your User Content to use such individual's likeness, for purposes of using and otherwise exploiting the User Content in the manner contemplated by this Agreement, or, if any such identifiable individual is under the age of eighteen (18), you have obtained any necessary written consent, release and/or permission from such individual's parent or guardian (and you agree to provide to us a copy of any such consents, releases and/or permissions upon our request). If you do submit a submission that contains the likeness of an identifiable individual under the age of eighteen (18), we strongly encourage you not to include any identifying information (such as the individual's first and last name or address) with such User Content.

Analyzing User Submissions Our automated systems analyze your User Content (including emails) to provide you personally relevant product features, such as customized search results, and for spam and malware detection. This analysis occurs as the content is sent, received, and when it is stored. ClassDojo will not analyze any **personal information** contained in Educational Records or Student Data for the purpose

of providing [behaviorally-targeted advertising](#) to students or parents. The foregoing shall not be construed to (i) prohibit ClassDojo from marketing or advertising directly to parents or other Users so long as the marketing or advertising did not result from the use of personal information contained in Educational Records or Student Data obtained by ClassDojo from providing the Service (unless with parental/guardian consent), (ii) apply to the marketing of school memorabilia such as photographs, yearbooks or class rings, (iii) prohibit ClassDojo from using aggregate or [De-Identified Data](#) to inform, influence or enable marketing, advertising or other commercial efforts by ClassDojo, (iv) limit the ability of ClassDojo to use Educational Records or Student Data for adaptive learning or customized student learning purposes, or (v) prohibit ClassDojo from using Student Data or Education Records to recommend educational products and services to parents/guardians, students or School Personnel so long as the recommendations are not based in whole or part in payment of other consideration from a third party.

Basically,

You (or your school as applicable) own any content you post on ClassDojo. You also give us permission to use it to provide the ClassDojo service to you and other Users. Our use of any [personal information](#) you submit is also subject to our [Privacy Policy](#). You are responsible for making sure that you have all the rights in any information or content you submit to ClassDojo, including to grant us the license we need to provide the service. We do not guarantee that we will publish any of your content or information and we (or our designees, such as School Personnel) reserve the right (but have no obligation) to pre-screen, filter, or remove it from the service at any time, for any reason.

Privacy and Security

Your privacy is extremely important to us, and we take great care to limit what we collect and how we use it, and to enable you to understand our policies. Please read our Privacy Policy which explains how we treat your [personal information](#) and protect your privacy when you use our Service and for [more information](#) on the administrative, technical and physical safeguards we maintain to protect against unauthorized use, disclosure of or access to personal information. Please see our [Privacy Policy](#) for a description of the procedures 1) by which a student, parent or legal guardian of a student may review, access or delete the personal information of a student; and 2) by which the Institution may [access and delete](#) Education Records.

In addition, please read the [DPA](#), which is an agreement between us and your school, and describes the duties and responsibilities to protect Student Data transmitted to ClassDojo. By using our Service, you agree that ClassDojo can use such data in accordance with our Privacy Policy. We won't reduce your rights under the Privacy Policy without your explicit consent.

Basically,

In addition to these terms, please read our [Privacy Policy](#), and the [Data Privacy Addendum](#) provided to your school which outline our practices towards handling any personal information that you may provide us.

Online Safety

ClassDojo cares about the safety of its Users. If any user needs to report any abuse or inappropriate content on the Services that has either not been addressed (i) by the connected teacher or school if used in connection with a school or classroom, or (ii) the parent if the Services are used not in connection with a school or classroom, they may do so by reporting the user or content directly to ClassDojo

from within the Services or by emailing at safety@classdojo.com

Additional Terms for Students and Outside School Child Users

If you are a student accessing the Service at the invitation of a teacher or other school official or your parent for [educational purposes](#) connected to a school or classroom ("Student") or a child using the Service not connected to a school or classroom, including for learning activities at home, such as through Dojo Islands or certain Premium Features ("Outside School Child User"), the following terms apply to you. A "[Student Account](#)" means the account you as a Student are accessing to use the Service and an "[Outside School Child Account](#)" means the account you as an Outside School Child User are accessing to use the Service.

(i) **Invitation:** Only Students or Outside School Child Users who have been invited, or given access to the Service, by their teacher, school, district, or parent may use the Service. You may not access or use the Service unless you are invited or given access to the Service by (i) a teacher, school, or district who is authorized to give you access to the Service (including creating your Student Account on your behalf to allow you to [login](#) or giving you a [unique student code](#) to allow you to set up your own Student Account) or (ii) your parent who must create your Student Account or Outside School Child Account on the Service or allow you to use their ClassDojo App on their device.

(ii) **Account Creation:** If you are under 13 years of age, and you want a Student Account or Outside School Child Account on ClassDojo, you will need to either (1) have your Student Account created at school by your teacher (only after the teacher represents to ClassDojo that they have acted as the agent of the parent and [consented](#) on their behalf), (2) receive a unique student code from your teacher to create your own Student Account with a username (and/or email

address) and password, or (3) have your parent create your Student Account or Outside School Child Account after we have obtained [parental consent](#) from them. Any Student Account (or access to a Student Account) created for the Student by the parent, or the Student's teacher in class, or the Student directly, are [linked together](#) (these are not different accounts, but rather the same singular account).

(iii) **Consent:** Children under the age of 13 are prohibited from using certain features of the Service without Consent, including, without limitation, Student Accounts and Outside School Child Accounts. By using a Student Account or Outside School Child Account on the Service, you promise that, if requested during your use of the Service, you provided your real age and that you are either (a) over the age of 13; or (b) if under 13 that your parent (or you with the unique student code given to you by your teacher) has set up your Student Account or Outside School Child Account and that any response sent to Company in response to Company seeking your parent's consent comes from your parent or legal guardian; or (c) your School Personnel has set up your Student Account or is otherwise allowing you to use the Service and provided School Consent.

(iv) **Student User Content:** Teachers will [review](#) any User Content you as a Student upload to the Service in your [Portfolio](#) prior to the User Content appearing in your [Portfolio](#) for parents to see, but other students in your class may see your User Content if they inadvertently login as you with the code given in class. Once a post has been approved by the teacher, any subsequent comments or replies to that post by the student will be added without approval by the teacher and also become visible to the parent. If you are a Student, please do not provide any personal information about yourself to us, other than what we request from you when you use the Service or as directed by your parent, teacher, school, or district, such as through the use of the Portfolios feature or use of Premium Features or [Dojo Islands](#) while in school.

(v) **Outside School Child User User Content:** If you are using the Services as an Outside School Child User, any User Content that you as an Outside School Child User upload to the Service can be viewed by your connected parents or legal guardians (or others your parents choose to connect to your Outside School Child Account), but will not be viewable by your teacher in your Student Account. Please see our [FAQ](#) for more details.

(vi) **Dojo Islands:** If you are playing in [Dojo Islands](#) as an Outside School Child User ("Home Dojo Island"), you may interact and engage directly with other Users, (including your classmates). Additionally, your teacher may specifically choose to turn on the ability for you to use Dojo Islands while in your classroom with your Student Account ("School Island"). Please be kind when interacting with others and make sure to follow the "[Acceptable Use and Conduct](#)" guidelines. If you are engaging in activities in Dojo Islands, you may also earn ClassDojo Slime that you may use to unlock items in Dojo Islands at the [ClassDojo Shop](#). Your use of the ClassDojo Slime and Shop is also subject to our [Virtual World Terms](#).

Basically, If you want to create a Student Account, your Student Account must be set up by a teacher or parent or you must be given a [unique student code](#) by your teacher to set up your own Student Account. If you're under 13, your parent must first give their permission or your school must have obtained your parent's consent or acted as their agent and [consented](#) on their behalf. If you want to create an Outside School Child Account, your Outside School Child Account must be set up by your parent. If you are playing in [Dojo Islands](#) please be kind when interacting with others and make sure to follow the "[Acceptable Use and Conduct](#)" guidelines.

Additional Terms for School Personnel

If you are a School Personnel accessing the Service on behalf of a school, school district, or other similar

educational institution (the "Institution"), the following terms apply to you:

(i) **Permissions and Authority:** You agree that you are acting on behalf of (or have received all necessary permission from) your Institution to enter into this Agreement and to register and use the Service as part of your curriculum. Only School Personnel who are current employees of the Institution may use the Service on the Institution's behalf. The School Personnel is responsible for obtaining any necessary approvals from their school's authorities and administrators before using the Service. Upon termination of a School Personnel or other staff member's employment with the Institution, such individual must return and cease using all login details and Student access he or she has in his or her possession. If at any time you learn a User of the Service claims to be affiliated with your Institution who is not, in fact, affiliated with your Institution, you will notify ClassDojo immediately at privacy@classdojo.com.

(ii) **Students under 13:** You further understand and acknowledge that COPPA prohibits online service providers from knowingly collecting [personal information](#) from children under 13 years of age without Consent and you understand that we will not let children under the age of 13 use certain features of the Service unless:

1. ClassDojo obtains [Consent](#) from the child's parent or legal guardian if 1) the parent is creating a Student Account for the Student on ClassDojo or allowing the Student to access and use the Services on the parent device; or 2) the Student has created their own Student Account using the unique student code given to them by their teacher; or
2. You provide [School Consent](#) in situations where you set up the child's Student account on their behalf to enable them to [login](#) or otherwise access certain features of the Service in the

classroom (or at home for school purposes) which may result in the collection of personal information from the child. ClassDojo will not provide use of Student Accounts or access to the Service to children under the age of 13 if we are unable to obtain Consent or learn that you have not provided School Consent. You agree that you will not knowingly create a child's Student Account on their behalf or allow the child to use the Service in the classroom until you have provided [School Consent](#).

(iii) **School Consent.** You acknowledge and agree that ClassDojo has provided to you (a) the direct notice required under 16 C.F.R. Part 312.4 of COPPA as set forth [here](#) ("Direct Notice") and (b) a link to ClassDojo's notice of privacy practices that includes a description of all personal information that is collected and how it will be used and disclosed as set forth [here](#). Additionally, you acknowledge and agree that you have read the Direct Notice and privacy practices. You, on behalf of the Institution, (c) authorize ClassDojo to collect and use the [personal information](#) of Students in the Service for [educational purposes](#); and (d) acknowledge and agree that you have the authority to authorize the collection described in (c) and to act as the agent of the parent.

Additionally, you acknowledge and agree that when this [School Consent](#) described above is utilized to allow children under 13 to use the Service, you will be solely responsible (and hereby agree that ClassDojo is not responsible) for 1) providing all required notices and disclosures to parents under COPPA in a format you deem appropriate, including the Direct Notice (of which ClassDojo will provide relevant information to you and/or the Institutions or other School Personnel); 2) [acting as the agent of the parent](#) and consenting on their behalf) under COPPA; and 3) providing a means for a parent to review any [personal information](#) contained in Student Data or Education Records collected through the Service and refuse to permit its further use as required by COPPA. For clarity, it is ClassDojo's obligation to comply with COPPA as a

whole. To do this, we rely on schools to provide consent under COPPA by acting as the agent of the parent, but only after providing the school with the required information and notices as set forth [here](#).

This includes without limitation, limiting access to the Service only to those Student Users from whom School Personnel has Consented for and complying with all parental requests regarding the collection, use and disclosure of such parent's child's personal information. If a Parent User rescinds such School Consent, School Personnel or the Institution shall immediately notify ClassDojo to discontinue that Student's access to the Service and ensure that such Student's information is no longer accessible through the Services. For more information on School Consent please see our [FAQ](#). Under no circumstances will ClassDojo be liable for the School Personnel's failure to consult their school's authorities and administrators or for failing to provide School Consent when required.

(iv) **Parent Code.** Each Student the teacher inputs on ClassDojo is assigned a [unique parent code](#) by ClassDojo. This unique parent code is used by parents to connect with their child's updates from school on ClassDojo. Parents may register for an account on ClassDojo without the unique parent code, including to utilize the [Premium Features](#) or to create an [Outside School Child Account](#), but will be unable to connect with their child's school to see their child's or the school's updates without a code or explicitly getting approved by a verified teacher to connect with a specific child (see [here](#)). Parents with a ClassDojo account may give Consent for their child to have a Student Account or Outside School Child Account on ClassDojo. It is your responsibility to ensure that each student only shares his/her unique parent code with his/her parents. It is solely the School Personnel's decision on how to communicate the parent code to the parent, including by sending home a private letter to the student's parent or otherwise contacting the parent directly. Alternatively, if the School Personnel has access to the student's parent contact information

and has permission to do so, the School Personnel may provide ClassDojo with a list of parent email addresses or phone numbers for ClassDojo to send the parent code at the direction of and on behalf of the School Personnel (via email or SMS) to enable the parent to then create a parent account.

(v) **Verifying Parents.** School Personnel that are teachers, may be asked to [verify](#) Parent Users as they sign-up for ClassDojo and ask to be connected to your class. You acknowledge and agree that ClassDojo may use this verification provided by School Personnel to assist with verifying the identity of the Parent User for [Consent](#) purposes.

(vi) **Student Portfolios and Stories.** If you choose to use the [Portfolios](#) or [Stories](#) feature in your classroom or enable students to contribute to [Stories](#), the following conditions and limitations apply:

1. You may [elect](#) to allow Students to directly contribute User Content, including Student Activity Responses, to their Portfolios or Stories after you have set up their Student Account on their behalf and only after you have obtained School Consent. It is your responsibility to decide whether to set up the Student Account on the Student's behalf and to grant permission to such Student to submit User Content. ClassDojo is not responsible for the selection of Students given access to the Portfolios or Stories feature in your classroom (or used at home in connection with school (such as remote learning)).
2. If you utilize the class [QR code](#) or text code for your Students to access the Service, it is your responsibility to ensure that only the applicable Students can access the class [QR code](#) or text code and that students are only signing in and choosing their own Student Account.
3. If you provide or allow Students to provide Portfolio Comments, you agree that ClassDojo may provide parents with a notice that you are

engaging in the use of such Portfolio Comments, including to communicate with their child prior to any posting of such Portfolio Comments to the child's Portfolio. Additionally, you acknowledge and agree that once a Student Activity Response is reviewed and accepted by you to be posted on the student's portfolio, that all associated Portfolio Comments can be viewed by the child's parent.

4. If you provide, use, or link to any any Third-Party Application Created Content, Third-Party Content or Third Party Websites (all as defined below) in a Student's Portfolio, on on a Class or School Story, you acknowledge and agree (i) to comply with Sections 14 "Third-Party Applications and Integrations" and 15 "Third Party Content and Websites"; and (2) that ClassDojo is not responsible for your choice to include any such Third-Party Application Created Content, Third-Party Content or Third-Party Websites. You also represent and warrant in connection with your use of any Third-Party Applications, Third-Party Websites, or Third-Party Content, that you will only use such Third-Party Application Created Content, Third-Party Content or Third-Party Websites that have been approved by your Institution.

(vii) **Feedback Points.** You may customize any feedback points awarded to your students in your classroom ("Classroom Feedback Points") and agree that you are solely responsible for any such customization of Classroom Feedback Points. Additionally, you agree that you are solely responsible for (a) deciding how and when to award such Classroom Feedback Points to your students, (b) any notes that you may leave in connection with such Classroom Feedback Points, and (c) the decision on whether or not you share a student's individual Classroom Feedback Points with their parent or guardian.

(viii) **Responsible for Your User Content and Student User Content.** You are solely responsible for reviewing

all Student User Content, including, but not limited to, any User Content in Student Dojo Islands, Activities, Student Activity Responses and Portfolio Comments, prior to these being posted on the Student's Portfolio or in Stories or elsewhere on the Service and are also solely responsible for all submitted Student User Content (including any [personal information](#) contained therein if not removed by you) on the Service and for ensuring that such submissions meet all applicable conditions and restrictions set forth in this Agreement, including, but not limited to, those in "[Your Information and Content](#)" and the "[Acceptable Use and Conduct](#)" Sections.

(ix) **School Dojo Islands.** If you choose to use the [School Dojo Islands](#) feature in your classroom, the following conditions and limitations apply:

1. Using the [School Dojo Islands](#) feature, you [may choose](#) to allow Students to engage in the experiences and activities of Dojo Islands while in school (or in connection with school at home, such as remote learning) and will be providing Consent for this use. Please note that you will need to disable School Dojo Islands for your classroom if you choose not to allow Students to use School Dojo Island. You agree and acknowledge that Students may also earn [ClassDojo Slime](#) while participating in School Dojo Islands with their Student Account and may use this ClassDojo Slime at the [ClassDojo Shop](#). It is your responsibility to decide whether to grant permission to Students to use School Dojo Islands. ClassDojo is not responsible for the selection of Students given access to the School Dojo Islands feature in your classroom or used at home in connection with school (such as remote learning).
2. [The Virtual World Terms](#) will also apply to this use, and you agree to these terms and conditions, including on behalf of your Students.

3. You are solely responsible for reviewing all activity on School Dojo Islands by your Student Users and ensuring that all activity that takes place on School Dojo Islands and any content posted (including any [personal information](#) contained therein if not removed by you) meet all applicable conditions and restrictions set forth in this Agreement, including, but not limited to, those in "[Your Information and Content](#)" and the "[Acceptable Use and Conduct](#)" Sections.

(x) **Google Login.** If you choose to instruct your students to log in on the Service using their Google for Education or other Google Accounts ("Google Login(s)"), you are responsible for educating your students on the proper use of their Google Login, including to help educate your students on better protecting their Google Login by turning on [two-factor authentication](#). Note that ClassDojo does not request or store passwords associated with any Google Logins. Please see [here](#) for more information on what we collect through the use of Google Login and how we use that information. Additionally, please see the section "Social Media and Third-Party Authentication Services" for more detail on the use of Google Login.

(xi) **Stories and Other Communications with Parents.** If you choose to use Stories, ClassDojo Messaging, or other digital communications features with parents or guardians ("Parent Communications") the following terms apply:

1. You should use Parent Communications for educational subject matter only and must comply at all times with the [Parent Communication Guidelines](#).
2. You are solely responsible for reviewing all Parent Communications you distribute and ensuring that all Parent Communications (including any [personal information](#) contained therein if not removed by you) meet all applicable conditions and restrictions set forth in this Agreement, including, but not limited to,

those in "[Your Information and Content](#)" and the "[Acceptable Use and Conduct](#)" Sections.

(xii) **Activities.** If you choose to submit Activities to the Service, the following conditions and limitations apply:

1. During the Activities submission process, you may opt-out to sharing with individual third-parties. In doing so, you acknowledge that we may sublicense our rights to the Activities to these third parties as set forth in the Section entitled "Your Information and Content". In addition, you may choose to opt-out with regard to a previously submitted Activities at any time. However, you understand and agree that opting-out with regard to a previously submitted Activities does not terminate any sub-licenses to the affected Activities previously granted by ClassDojo to any third parties, but ClassDojo thereafter shall not grant any additional sub-licenses for the affected Activities.
2. ClassDojo enables its School Personnel to leave publicly-viewable feedback on Activities ("Activities Feedback"). Unless you turn off this feature in your account, you may receive Activities Feedback from other School Personnel which will be shown publicly on the Service.
3. You understand that if you ever need to remove Activities you can do so within the Activities area of your account.
4. You are solely responsible for the content of all Activities and Activities Feedback you leave for other teachers, including any personal information contained therein and for ensuring that material meets all applicable conditions and restrictions set forth in this Agreement, including, but not limited to, those in the "Your Information and Content" and "Acceptable Use and Conduct" Sections. You further acknowledge that Activities and Activities Feedback is subject to any other disclaimers and rights of ClassDojo

with respect to the Activities and Activities Feedback contained in this Agreement.

Basically, Please be sure your school or district is fine with you using ClassDojo, and acting on behalf of your school in this Agreement. Additionally, if you are creating student accounts in the classroom for students under 13 to enable them to login to their accounts, or otherwise allowing students under 13 to use the Service, you will be responsible for obtaining [School Consent](#) under COPPA. You are also responsible for reviewing any User Content submitted by your Students (regardless of age) and for ensuring it complies with our [Content Submission Guidelines](#), as well ensuring it the User Content meets the terms and conditions set forth in the "[Acceptable Use and Conduct](#)" and "[Your Information and Content](#)" Sections. This includes activity on Dojo Islands. Additionally, if you allow your students to login to the Service through the use of a QR or text code, you are responsible for ensuring that student only logs in to his or her own account. If you use any Parent Communications tools, you must only use them for educational subject matter and must abide by our [Parent Communication Guidelines](#).

Additional terms for Parents and Guardians

Parents: If you are at least 18 years of age and you are the legal parent or guardian of a Student or Outside School Child User ("Parent User") you can create a Parent User account on the Service ("Parent Account"). Additionally, as a Parent User, you can link your Parent Account to your child's Student Account through the [unique parent code](#) provided by your child's school. With a Parent Account, you may then (i) create either a Student Account or Outside School Child Account for your child on the Service, (ii) allow your child to create their own account ("Student Created Account"), (iii) allow your child to access or use the Service, including

on your device, without setting up a separate Outside School Child Account or Student Account. The following terms apply to you as a Parent User:

(i) Creating Your Child's Student Account or Outside School Child Account: If you would like to create your child's Student Account or Outside School Child Account at home, you must first have created a Parent Account on ClassDojo. IF YOU REGISTER OR CREATE AN ACCOUNT FOR, APPROVE OR CONSENT TO THE REGISTRATION OF, OR OTHERWISE ASSUME RESPONSIBILITY FOR ANY CHILD USER, YOU REPRESENT AND WARRANT THAT YOU ARE SUCH CHILD USER'S LEGAL PARENT OR GUARDIAN AND YOU AGREE TO BE BOUND BY THIS AGREEMENT ON BEHALF OF SUCH CHILD USER, INCLUDING WITHOUT LIMITATION BEING LIABLE FOR ALL USE OF THE SERVICES BY THE CHILD USER.

To create your child's Student Account or Outside School Child Account, we will first require your [Consent](#). In order to comply with COPPA and similar laws in other applicable jurisdictions, which govern the online collection of data from children, ClassDojo may take additional steps to verify that the user granting permission for the creation of a child's Student Account or Outside School Child Account is his or her parent or legal guardian. The current ways in which we seek to verify are set forth in our [FAQ](#). Any Student Account created by you, your child's teacher, or your child directly are linked together (these are not different accounts, but rather the same singular account). Additionally, any Outside School Child Account will also be linked with the Student Account (if both exist), but only certain content will be viewable by the child's teacher. Please see our [FAQ](#) for more details.

(ii) Your Consent: If your child is under the age of 13, [Consent](#) must be given in order for 1) you to create the Student Account or Outside School Child Account; 2) your child to create a Student Created Account; or 3) your child's School Personnel to create a Student

Account on behalf of your child, enabling them to [login](#).

This Consent may be obtained either by: 1) ClassDojo if (a) you are setting up your child's Student Account or Outside School Child Account or (b) your child is setting up the Student Created Account or you are allowing your child to access or use the Service without setting up an account, including on your device or account; or 2) a Student's School Personnel (through [School Consent](#)) if they are setting up your child's Student Account, enabling them to [login](#), or otherwise allowing them to access and use the Service in school.

In addition to providing Consent when creating your child's Outside School Child Account or Student Account, there may be instances where we will also ask you to provide additional Consent as set forth [here](#) (e.g. heightened verifiable parental consent is done to ensure that if "school consent" was previously used, that we obtain your consent for the use of your child's personal information outside of the school context; or when some of the features that your child may use in Premium Features this may mean that we can't rely on the lower level of "verification" that you are the child's parent when we initially obtained your consent through the "email plus" method at the time you created your child's account).

If you are the parent or legal guardian of a child who is using the Service and your child's Student Account was not set up by your child's School Personnel, or you did not give Consent while setting up your child's Student Account or Outside School Child Account, you can email us at privacy@classdojo.com to have that child's Student Account or Outside School Account deleted. Please note that if you, as a parent, provide an email to School Personnel when the school is obtaining School Consent, we may send an email asking you to verify your child's account, but you will not receive any other emails unless you have opted in to email marketing or have separately created an account on our Service.

(iii) **Responsible for Your Child's User Content:** Once your child has a Student Account or Outside School Child Account, they will be able to upload User Content, including Student Activity Responses, to the Student Account and [Portfolios](#) (which is not viewable by the general public, but by linked parents, legal guardians and School Personnel) as well as in their Outside School Child Account, including in [Dojo Islands](#). You are solely responsible for reviewing and ensuring that such User Content submissions (when not submitted during or in connection with school use) meet all applicable conditions and restrictions set forth in this Agreement, including, but not limited to, those in "[Your Information and Content](#)" and the "[Acceptable Use and Conduct](#)" Sections and are solely responsible for any [personal information](#) contained therein (if not removed by you). You can request to remove any User Content uploaded by your child either by 1) contacting your child's School Personnel if the User Content was uploaded during school, and we will respond to valid requests received from the School Personnel or Institution, or 2) contacting us directly at privacy@classdojo.com when the User Content is collected directly from your child through their Outside School Child Account.

(iv) **Premium Features:** If you are accessing or using the Premium Features, or allowing your child to access and use them, you will also be subject to the [Premium Features Terms](#). Additionally, if you are allowing your child to access and use Premium Features on your device or account, we will first require your [Consent](#). We may also seek your [Consent](#) for the use of certain Premium Features if [School Consent](#) was previously used. Additionally, if you or your child is utilizing a feature where [Student Data](#) or education records under [FERPA](#) will be used and shared between in school and out of school use (use not in connection with a school), you are consenting to this use and sharing. See our [FAQ](#) for more information.

(v) **Home Dojo Islands:** If you choose to allow your child to use the [Home Dojo Islands](#) feature with their

Outside School Child Account, the following conditions and limitations apply:

1. Using the [Home Dojo Islands](#) feature, you may elect to allow your child to engage in the experiences and activities of Home Dojo Islands through their Outside School Child Account after providing [Consent](#) for this use. You agree and acknowledge that your child may also earn ClassDojo Slime while participating in Home Dojo Islands with their Outside School Child Account and may use this ClassDojo Slime at the [ClassDojo Shop](#). It is your responsibility to decide whether to grant permission for your child to use Home Dojo Islands. ClassDojo is not responsible for your selection of which children you give access to the Home Dojo Islands feature with their Outside Child Account. If you have given your Consent and your child visits the Home Dojo Islands, you agree that some of their information may be seen by other children also playing in Home Dojo Islands (including their classmates), but not the general public. Please see [here](#) for more details on what other children may see about your child while in Home Dojo Islands and how children can interact with each other.
2. If your child is using [Dojo Islands](#), or you or your child are using some of our [Premium Features](#), some of your child's data, including what may be considered [Student Data](#) or education records under FERPA, will be used and shared between in school (School Dojo Island) and out of school use (Home Dojo Island) and you are consenting to this use and sharing. See our [FAQ](#) for more information.
3. The Virtual World Terms will also apply to this use and you agree to these terms and conditions.
4. You are solely responsible for reviewing all activity on Home Dojo Islands by your child and

ensuring that all activity that takes place on Home Dojo Islands and any content posted (including any [personal information](#) contained therein if not removed by you) meet all applicable conditions and restrictions set forth in this Agreement, including, but not limited to, those in "[Your Information and Content](#)" and the "[Acceptable Use and Conduct](#)" Sections.

Basically, Parents: We'll need your [permission](#) to set up your child's Student Account or Outside School Child Account if they are under 13 or you allow them to access Premium Features or Home Dojo Islands on your device,. The current ways in which we seek to verify are set forth in our Consent [FAQ](#). In addition to providing Consent when creating your child's Outside School Child Account or Student Account, there may be instances where we will also ask you to provide additional Consent as set forth [here](#). If your child's teacher or other school personnel wants to create your child's student account on their behalf, they will act as your agent and consent on your behalf in what is commonly referred to as "school consent". You are solely responsible for reviewing and ensuring that your child's User Content submissions (when not submitted during or in connection with school use) meet all applicable conditions and restrictions set forth in this Agreement, including, but not limited to, those in "[Your Information and Content](#)" and the "[Acceptable Use and Conduct](#)" Sections and are solely responsible for any [personal information](#) contained therein (if not removed by you). If you are accessing or using the Premium Features , or allowing your child to access and use Premium Features or Home Islands, you will also be subject to the [Premium Features Terms](#) and the Virtual World Terms (as applicable). Additionally, we may also seek your [Consent](#) for the use of certain Premium Features or Home Islands if [School Consent](#) was previously used and if you or your child is utilizing a feature where [Student](#)

[Data](#) or education records under [FERPA](#) will be used and shared between in school and out of school use (use not in connection with a school). See our [FAQ](#) for more information.

FERPA

ClassDojo understands that it is important that our partner schools comply with the [Family Education Rights and Privacy Act](#) (FERPA) and related regulations. Certain information that may be provided to ClassDojo by School Personnel that is directly related to a student and maintained by an Institution, may be considered an [education record](#) under FERPA ("Education Record"). Additionally, certain information, provided to Company by School Personnel about a student, such as student name and grade level, may be considered [directory information](#) under FERPA ("Directory Information") and thus not an Education Record. Please see our [Student DPA](#) for more information regarding FERPA, ClassDojo's commitments to help Institution's comply with FERPA, and Institution's obligations with respect to FERPA.

Institutions may not generally disclose [personal information](#) from an eligible student's Education Record to a third-party without written consent of the parent and/or eligible student or without meeting one of the exemptions set forth in FERPA ("FERPA Exemption(s)"), including the exemption for Directory Information ("Directory Information Exemption") or School Official (as that term is defined in FERPA) exemption ("School Official Exemption"). For the purposes of FERPA, to the extent personal information from Education Records are transmitted to ClassDojo from an Institution or from Students using accounts at the direction of the Institution, ClassDojo shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the Institution.

If the Institution has a policy of disclosing Education Records under FERPA, the Institution shall include a specification of criteria for determining who

constitutes a School Official and what constitutes a legitimate educational interest in its annual notification of FERPA rights ("Annual Notification of Rights"). Additionally, the Institution represents, warrants and covenants to ClassDojo, as applicable, that the Institution has:

1. Complied with the School Official Exemption, including, without limitation, informing parents in their Annual Notification of Rights that the Institution defines "School Official" to include service providers such as ClassDojo and defines "legitimate educational interest" to include services such as the type provided by ClassDojo; and/or
2. Complied with the Directory Information Exemption (if relying on such exemption), including, without limitation, informing parents and eligible students what information the Institution deems to be Directory Information and may be disclosed and allowing parents and eligible students a reasonable amount of time to request that schools not disclose Directory Information about them; and/or
3. Obtained all necessary parental or eligible student written consent to share the Student Data with ClassDojo, in each case, solely to enable ClassDojo's operation of the Service.

If the Institution is relying on the Directory Information exemption, Institution represents, warrants, and covenants to ClassDojo that it shall not provide information to ClassDojo from any student or parent/legal guardian that has opted out of the disclosure of Directory Information. ClassDojo depends on the Institution to ensure that the Institution is complying with the FERPA provisions regarding the disclosure of any Education Records or Student Data that will be shared with ClassDojo. ClassDojo is not in a position to provide legal advice regarding whether the school's existing FERPA disclosures are sufficient. To the extent that School Personnel or the Institutions have questions regarding

these issues, they should consult the school's own legal counsel for more information.

Basically, FERPA gives parents and students certain rights over their [education records](#). FERPA requires schools to not share [PII](#) in education records without either meeting an exemption or obtaining parental permission. So, if a teacher provides student information to ClassDojo, the school must either meet an exemption or obtain the appropriate permission in advance. Please see our [Student DPA](#) for more information regarding FERPA, ClassDojo's commitments to help Institution's comply with FERPA, and Institution's obligations with respect to FERPA.

Linked Accounts

ClassDojo permits Users to associate an [Outside School Child Account](#) with their [Student Account](#), by using the same login credentials associated with an Outside School Child Account to join a class or use the account for school-directed learning. Similarly, a User may choose to associate their Student Account with their Outside School Child Account in the same manner. If a User chooses to associate an Outside School Child Account with their Student Account, the two accounts will be deemed "Linked Accounts". The Linked Accounts will use the same login to access both accounts, but the product data for in-school and out of school use is stored separately and only certain content will be viewable by School Personnel. Note however, that the login data (the username and password) is stored in one place and shared between both the Outside School Child Account and the Student Account. Please see our [FAQ](#) for more details. Parents and Students can also choose to reuse an existing Student Account for home or create a new Outside School Child Account for home activity not associated with a school or classroom.

Student Data shall not include information that a Student User or Parent User provides to ClassDojo through such Outside School Child Accounts

independent of that Student's or parent's engagement of the Services at the direction of the Institution. Additionally, a parent may provide consent for the use of certain categories of Student Data in a non-school context through the use of the Outside School Child Account (e.g., certain limited data sharing in [Dojo Islands](#)). Prior to the termination of Student Accounts (or this Agreement) at the direction of School Personnel or Institution, ClassDojo may, at the request of School Personnel or the Institution, or the Student or the Student's parent or legal guardian, transfer Student Generated Content (as that term is defined in the [Student DPA](#) and/or various Privacy Laws) to the Outside School Child Account instead of deleting such content to enable ongoing ownership by Student Users or Parent Users. Transfer in this case may mean retaining the Student Generated Content within the previously created and Linked Outside School Child Account upon any request to delete the Student Account by the Institution.

Text, SMS, and other messaging

ClassDojo, on behalf of and at the direction of an Institution, may send Parent Users informational text messages or invites from your child's Institution, including, but not limited to, messages: (1) providing information related to a Parent User or their child's use of the Services; (2) supplying information that they request; or (3) responding to their inquiries regarding their account or use of ClassDojo. If you as a Parent User, provide your telephone number to your child's school, you are consenting to ClassDojo (on behalf of and at the direction of your child's school) sending informational text messages closely related to the Institution's mission.

Additionally, if as a User, you have created an account on the Service, and have provided ClassDojo directly with your phone number or email, you further agree that we may send you messages, invites, alerts, and other communications through the Service, including via email, web alert, text messages, push notifications and other similar means, in accordance with the

preferences you set through the Service. Additionally, ClassDojo may send School Personnel and Parent Users marketing messages not on behalf of the Institution. ClassDojo does not charge you for our text message features. But message and data rates may apply whether you send or receive messages, so depending on your plan with your wireless or other applicable provider, you may be charged by your carrier or other applicable provider. Text messages may be sent using an automatic telephone dialing system. IF YOU WISH TO OPT OUT OF MARKETING MESSAGES FROM CLASSDOJO, YOU CAN EMAIL PRIVACY@CLASSDOJO.COM OR TEXT THE WORD "STOP" TO THE NUMBER FROM WHICH YOU ARE RECEIVING THE MESSAGES. You may continue to receive text messages for a short period while we process your request, including a message confirming the receipt of your opt-out request. Your agreement to receive marketing texts is not a condition of any purchase on or use of the Service.

Basically, You may receive text messages, emails, and other notifications from ClassDojo relating to but not limited to your, your child, or Student's activity on ClassDojo or in response to information you request. Additionally, ClassDojo may send you promotions and announcements. You can opt out at any time by adjusting your notification preferences or contacting privacy@classdojo.com

Third-Party Authentication Services

ClassDojo may, now or in the future, incorporate certain functions that allow you to interact with the Service through your accounts on certain supported third-party social networks or network storage sites, such as with "Like" and "Share" buttons or ones allowing you to register on ClassDojo through social networks or otherwise grant access to a third-party social networking service, such as through Facebook Connect or Google, or other similar features (collectively "Linked Accounts"). If you choose to use

such features, you grant Company permission to access and use your Linked Account for the purpose of processing your requests. Additionally, if you decide to use a Linked Account to register for a ClassDojo account through an authentication service (such as Google Accounts, Microsoft Accounts, Facebook Connect, or Clever) ("Authentication Service") you give ClassDojo the permission to store and use certain information already associated with your Authentication Service consistent with our [Privacy Policy](#). The current list of Authentication Services that we use is listed [here](#). You may revoke ClassDojo's access to your account on any Authentication Service at any time by updating the appropriate settings in the account preferences of the respective Authentication Service. You should check your privacy settings on each Authentication Service to understand and change the information sent to us through each Authentication Service. Please review each Authentication Service's terms of use and privacy policies carefully before using their services and connecting to our Service. Your use of Linked Accounts and Authentication Services is subject to the applicable third-party terms and privacy policies.

Basically, If you want to login through or use third-party services with your ClassDojo account (e.g., Google Apps), we'll help you connect your account to those services so you can use them, and you are giving us permission to store and use certain information already associated with your authentication service. You can revoke our access to this account by updating your settings in your authentication service account.

Third-party Applications and Integrations

If you use any third-party applications, such as YouTube video, including, but not limited to, third-party applications that are integrated directly with our Service through application programming interfaces ("APIs") for your convenience, ("Third-Party

Applications"), you are solely responsible for your interactions with such Third-Party Applications. Additionally, if you elect to use any Third-Party Applications, you are solely responsible for the selection of and any transfer or downloading of any User Content, or any other data or content stored on the ClassDojo Service, to such Third-Party Applications, including through any ClassDojo API's. By exporting your User Content to a Third-Party Application, you hereby authorize ClassDojo to transfer that information to that Third-Party Application. ClassDojo shall not be responsible for any disclosure, modification or deletion of your data, or the use of your data by such Third-Party Applications, including, without limitation, any User Content, resulting from any such access by Third-Party Applications.

You acknowledge and agree that in connection with certain Third-Party Applications, you will be required to create accounts on other websites in your name ("User Third-Party Accounts") for such services to function. Such User Third-Party Accounts are required by the Third-Party Applications to be set up directly between you and the Third-Party Application. Use of the User Third-Party Accounts will be governed by the terms of use, agreements, policies, rules, guidelines and privacy policies of such websites ("Third-Party Application Terms"). You agree and acknowledge that you are solely responsible for compliance with such Third-Party Application Terms. If required to provide the Service, you hereby authorize and grant ClassDojo a right to use any names, passwords, API keys or other keys ("Third-Party Application Account Keys") solely as necessary to provide the Service to User.

If you use any Third-Party Applications, including without limitation, to create and link or integrate any videos or other content ("Third-Party Application Created Content") to your account on ClassDojo, it is your responsibility to obtain any and all necessary rights and consents you need, including, without limitation, for any additional photos / videos / music not already part of the ClassDojo Stories or

Portfolios, and as necessary to grant us the license set forth in “Your Information and Content” Section. You are also solely responsible for all Third-Party Application Created Content, and for ensuring that such Third-Party Application Created Content meets all applicable conditions and restrictions set forth in this Agreement, including, but not limited to, those in “Your Information and Content” Section and the Community Guidelines. You further acknowledge that any Third-Party Application Created Content is subject to any other disclaimers and rights of ClassDojo with respect to such content contained in this Agreement, including, but not limited to the “Your Information and Content” Section. You represent and warrant, in connection with any use of Third-Party Applications, that you: (i) shall comply at all times with all applicable Third-Party Application Terms, including regarding the indirect or direct transfer of any User Content or other data to any third parties; (ii) shall comply with any and all process and guidelines set forth (or that may be set forth) by ClassDojo regarding Third-Party Applications; and (iii) will comply with the Community Guidelines for all content you link to or integrate with the Service through the use of any Third-Party Applications.

Basically, If you use any third-party applications in conjunction with ClassDojo, you are responsible for your interactions on those applications. Also, those applications will have their own terms of use and privacy policies you must follow. Any content you share from third-party applications onto ClassDojo must still follow our Terms of Service and Privacy Policy.

Third Party Content and Websites

Content from other Users and third parties, including information about third-party products and services, is made available to you through the Service (“Third-Party Content”). Additionally, the Service may contain links to third-party websites (e.g. YouTube educational videos) that are not owned or controlled by Company,

and includes features that allow you to interact and communicate with third parties ("Third-Party Websites"). The inclusion of Third-Party Content and links to Third-Party Websites on the Service does not imply our affiliation or endorsement of such Third-Party Content or Third-Party Websites.

Because we do not control Third-Party Content or Third-Party Websites, you agree that we are not responsible for any such Third-Party Content or Third-Party Websites, including the accuracy, integrity, quality, legality, usefulness, safety or intellectual property rights of or relating to such Third-Party Content or Third-Party Websites (including privacy policies or opinions expressed on the Third-Party Websites and how these Third Party Websites may use User information), it is the sole responsibility of the person from which such Third-Party Content or Third-Party Websites originated, and ClassDojo has no obligation to monitor such Third-Party Content or Third-Party Websites. When you access Third-Party Websites or interact or communicate with third parties through the Service, you do so at your own risk and are solely responsible for determining whether or not such Third-Party Content and Third-Party Websites are appropriate or acceptable to you. Your interactions with Third-Party Content and Third-Party Websites, organizations and/or individuals found on or through the Service are solely between you and such organizations and/or individuals. You understand that using the Services and interacting with Third-Party Content or Third-Party Websites could subject you to third-party fees, terms and/or policies, such as a privacy policy, and you agree to pay all those fees and to follow those terms and policies. You understand that by using the Service you may be exposed to Third-Party Content or Third-Party Websites that are offensive, indecent or objectionable, and that you use the Service at your own risk.

Basically, We're not responsible for any third-party content posted, or third-party websites or

services linked from our service, or any disputes you may have with them.

Premium Features

ClassDojo offers certain Users the ability to purchase [Premium Features](#) through the Service. The categories and prices of our Premium Features are described in the application and are subject to change from time to time. Any use of the Premium Features and any payment(s) made on connection with the Premium Features is also subject to our [Premium Features and Promotions Terms](#).

Modification to Agreement

General: We may modify this Agreement or Guidelines to, for example, reflect changes to the law or changes to our Services. You should look at the Agreement periodically for changes. We'll post notice of modifications to this Agreement on this page or elsewhere in the Services and/or as required by law. Changes will not apply retroactively. Changes will be effective immediately, except that for existing users, material revisions will be effective thirty (30) days after posting or notice to you of the revisions unless otherwise stated. However, changes addressing new functions for a Service or changes made for legal reasons will be effective immediately. We may require you to accept the modified Agreement or Guidelines in order to continue to use the Service. Your continued use of the Services, following notice of the changes to the Agreement or Guidelines, constitutes your acceptance of our amended terms, policies or guidelines. If you do not agree to the modified Agreement, you should discontinue your use of the Service.

Student Accounts or School Use: ClassDojo will not change how personal information contained in Education Records or Student Data are used or shared under these Terms of Service without advance notice, including prominent notice to affected Users. If a change with respect to how personal information

contained in Education Records or Student Data is used or shared under these Terms of Service has a material adverse impact on the Students, School Personnel or Institution and the School Personnel or Institution does not agree to the change, the School Personnel or Institution must notify ClassDojo within thirty days of receiving the notice of change as described under the caption "[Contact Information](#)" below. If School Personnel or Institution notifies ClassDojo as required, then the Students, School Personnel or Institution will remain governed by the Terms of Service in effect immediately prior to the change until the end of the then current Term of the Institution's Student DPA (or the end of the current school term in absence of a Student DPA). If the Service is renewed, they will be renewed under ClassDojo's then current Terms of Service.

Basically, If these terms of use change, we will notify you, and give you a chance to opt out or discontinue use of the Service. We won't change the terms retroactively. If we materially change how PII contained in an Education Record or Student Data is used, we'll give you advance notice. If you don't like the new changes, we'll give you an opportunity to contact us and to opt out of the change.

Your Representations and Warranty

You warrant, represent and agree that you will not provide any User Content or otherwise use the Service in a manner that (i) infringes, violates or misappropriates another's intellectual property rights, rights of publicity or privacy, or other rights; (ii) violates any international, federal, state or local law, statute, ordinance or regulation or which would render Company in violation of any applicable laws or regulations, including without limitation, COPPA, state student privacy laws, and FERPA (the "Laws"); (iii) is harmful, fraudulent, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, or otherwise objectionable; or (iv) jeopardizes the

security of your account or the Service in any way, such as allowing someone else access to your account or password or submitting User Content that contains viruses. Additionally, you represent, warrant and agree that you (i) possess all rights necessary to provide your User Content and grant Company the rights in this Agreement (ii) you will comply with the Laws in connection with your use of the Service; and (iii) you are solely responsible for providing notices and obtaining consents required by applicable Laws for students to use the Services or to provide User Content, including compliance with the applicable provisions of COPPA when obtaining [School Consent](#).

Basically,

You agree not to post content that harms others or violates anyone's rights. We think you'll be reasonable and responsible, but if you're not, we might have to remove your content.

Acceptable Use and Conduct

We do our best to keep ClassDojo safe, but we cannot guarantee it. We need your help to keep ClassDojo safe, which includes the following commitments by you when using our Service:

1. You will only use the Service as permitted by law, including applicable export or re-export control laws and regulations.
2. You will not post unauthorized commercial communications (such as spam, promotional emails, or advertisements) on or through the Service.
3. You will not engage in unlawful multi-level marketing, such as a pyramid scheme, on the Service.
4. You will not upload viruses or other malicious code, files or programs.
5. You will not collect, solicit or otherwise obtain login information or access an account belonging to someone else.

6. You will not use the Service to violate a person's right to privacy or publicity or otherwise collect, use or disclose data, including personal information, about other users without their consent or for unlawful purposes or in violation of any Law.
7. You will not bully, intimidate, or harass any User or use the Service in any manner that is threatening, abusive, violent, or harmful to any person or entity, or invasive of another's privacy.
8. You will not post or approve any User Content or use the Service in a manner that infringes, violates or misappropriates any third-party's intellectual property rights or other proprietary rights, privacy rights or contractual rights.
9. You will not use the Service in any way to upload, post, transmit, email or otherwise distribute content that: is hate speech, discriminating, defamatory, threatening, pornographic or obscene; incites violence; contains nudity or graphic or gratuitous violence; or is otherwise objectionable as reasonably determined by ClassDojo.
10. You will not use the Service to do anything unlawful, deceptive, misleading, illegal, unethical, malicious, or discriminatory.
11. You will not do anything that could disable, overburden, or impair the proper working or appearance of the Service or prevent other Users from using the Service, such as a denial of service attack or interference with page rendering or other Service functionality.
12. You will not access (or attempt to gain unauthorized access) to the Service or to ClassDojo's computer systems by any means other than as permitted in this Agreement or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of, the Service.
13. You will not use automated means, including spiders, robots, crawlers, data mining tools, or the like to download data from the Service, including any Users' content or information, or

otherwise access the Service, - except for Internet search engines (e.g., Google) and non-commercial public archives (e.g. archive.org) that comply with our robots.txt file, or "well-behaved" web services/RSS/Atom clients. We reserve the right to define what we mean by "well-behaved."

- 1 4. You will not employ misleading email or IP addresses, or forged headers or otherwise manipulated identifiers in order to disguise the origin on any content transmitted to or through the Service.
- 1 5. You will not use the Service in any commercially unreasonable manner or in any manner that would disparage ClassDojo.
- 1 6. You will not impersonate a ClassDojo employee, or any other person, or falsely state or otherwise misrepresent your affiliation with any person or entity.
- 1 7. You will not use the Service in any manner that is harmful to minors. Without limiting the foregoing, you will not transmit or post any content anywhere on the Service, including any User Content, that violate child pornography laws or that otherwise violates any child sexual exploitation laws. ClassDojo absolutely does not tolerate this and will report any suspected instances of child pornography, including reporting any of your user registration information, to law enforcement, including the National Center for Missing and Exploited Children.
- 1 8. You will not copy, modify, or distribute any text, graphics, or other material or content available through the Service without our prior written permission, or if such content is a User Content, the prior written consent of such User.
- 1 9. You will comply at all times with the [Community Guidelines](#).
- 2 0. You will not facilitate or encourage any violations of this Agreement or our policies, including, without limitation, to facilitate the unlawful distribution of copyrighted content.

Any violation of the above may be grounds for termination of your right to access or use the Service.

Basically, You agree to keep ClassDojo a safe and positive place and to not to misuse ClassDojo's services.

WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY

We provide our Service using a commercially reasonable level of skill and care and we hope that you will enjoy using them. But there are certain things that we don't promise about our Services.

DISCLAIMER OF WARRANTIES. THE SERVICE (AND ANY ASSOCIATED PRODUCTS, PREMIUM FEATURES, VIRTUAL GOODS, CLASSDOJO SLIME, CLASSDOJO SHOP, THIRD-PARTY CONTENT, THIRD-PARTY WEBSITES, THIRD-PARTY APPLICATIONS, USER CONTENT, CLASSDOJO TECHNOLOGY OR SOFTWARE AND ANY OTHER CONTENT ("COLLECTIVELY THE "CLASSDOJO OFFERINGS") ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WITHOUT ANY WARRANTY .

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CLASSDOJO (AND ITS PARENT, SUCCESSORS, AFFILIATES, SUBSIDIARIES, CONTRACTORS, SERVICE PROVIDERS, EMPLOYEES, OFFICERS, DIRECTORS, SUPPLIERS, LICENSORS, PARTNERS AND AGENTS (TOGETHER THE "CLASSDOJO PARTIES") EXPRESSLY DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE CLASSDOJO OFFERINGS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF QUALITY, ACCURACY, PERFORMANCE, AVAILABILITY, MERCHANTABILITY, QUIET ENJOYMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

IN PARTICULAR, CLASSDOJO AND THE CLASSDOJO PARTIES MAKES NO REPRESENTATION OR WARRANTY THAT THE CLASSDOJO OFFERINGS (1) WILL MEET

YOUR REQUIREMENTS OR EXPECTATIONS, OR BE TO YOUR LIKING, (2) WILL BE TIMELY, SECURE, ACCURATE, FREE FROM ERRORS OR LOSS, OR UNINTERRUPTED, OR THAT THE SERVICES ARE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS, OR (3) THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED. SOME FEATURES ARE EXPERIMENTAL AND HAVE NOT BEEN TESTED IN ANY MANNER.

ANY MATERIAL DOWNLOADED FROM THE WEBSITE OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT THE USER'S OWN DISCRETION AND RISK, AND THE USER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO THEIR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM ACCESSING OR DOWNLOADING ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY THE USER FROM CLASSDOJO OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

LIMITATION OF LIABILITY. UNDER NO LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO NEGLIGENCE, SHALL CLASSDOJO OR THE CLASSDOJO PARTIES, BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, COST OF COVER, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF CLASSDOJO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM OR RELATING TO (i) THIS AGREEMENT; (ii) YOUR USE OR THE INABILITY TO USE THE CLASSDOJO OFFERINGS; OR (iii) ANY INTERACTION WITH ANY THIRD-PARTY THROUGH OR IN CONNECTION WITH THE CLASSDOJO OFFERINGS, INCLUDING OTHER USERS.

EXCEPT AS NOTED IN THE DISPUTE RESOLUTION SECTION, IN NO EVENT WILL CLASSDOJO OR THE

CLASSDOJO PARTIES BE LIABLE TO YOU IN THE AGGREGATE (FOR ALL POTENTIAL CLAIMS BY YOU) FOR ANY DAMAGES INCURRED IN EXCESS OF THE GREATER OF ANY FEES YOU HAVE ACTUALLY PAID TO COMPANY FOR USE OF THE CLASSDOJO OFFERINGS IN THE 12 MONTHS PRIOR TO THE EVENTS GIVING RISE TO THE CLAIM, OR ONE HUNDRED DOLLARS (\$100).

CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF YOU RESIDE IN SUCH A JURISDICTION, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. IN SUCH CASES, CLASSDOJO'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

Basically, ClassDojo is a free service and is provided "as-is." We're not liable to you for indirect, or special damages if something goes wrong. Additionally, we set a cap of our liability to you for any direct damages that you may incur as a result of using our Services to be the greater of the amount of fees you have paid to us for your use of the Service in the 12 months prior to the claim or \$100 (except as set forth in the Dispute Resolution Section).

Indemnity

You agree, to the extent permissible by your state's laws, to indemnify, hold harmless and defend Company and the ClassDojo Parties from and against all damages, losses, demands, liabilities, judgments, settlements, costs and expenses of any kind (including reasonable attorneys' fees) from any claim or demand made by any third-party relating to or arising out of (i) your access to, use, or misuse of the Service or Premium Features, (ii) your breach of alleged breach of this Agreement, (iii) your failure to comply with applicable Laws (including any failure to obtain or provide any necessary consent), (iv) the infringement by you or any third-party using your account of any

intellectual property, privacy, or other right of any person or entity, including in connection with your User Content, or (v) your breach or alleged breach of any interaction, agreement, or policy between you and any other Users.

ClassDojo reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of ClassDojo. ClassDojo will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

Basically,

If someone brings a claim against us related to your content or use of the Service, violation of another's rights, or a breach of this Agreement, you promise to pay for the cost of legal expenses and any loss or damages we incur.

User Interactions and Release

User Disputes. ClassDojo is not responsible for the actions, content, information or data of other third parties, including other Users. You are solely responsible for your interactions with other users of the Services, and any other parties with whom you interact through the Service. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline interaction with any other person. We reserves the right, but have no obligation, to become involved in any way with these disputes.

Release. If you have a dispute with one or more Users, you release us (and our officers, directors, agents, subsidiaries, successors, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes, including damages for

loss of profits, goodwill, use, privacy or data. If you are a California resident, you waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor." And, if you are not a California resident, you waive any applicable state statutes of a similar effect.

Basically, There are many people who use ClassDojo. Although we expect every user to follow our guidelines, we are not responsible for their actions. We'll enforce our acceptable use and other guidelines, but we won't get involved in, nor are we responsible for any disputes you may have with other users of ClassDojo.

Copyright Protection

It is ClassDojo's policy to respond to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act ("DMCA"). For more information, please go to ClassDojo's [DMCA Notification Guidelines](#). ClassDojo may remove any allegedly infringing content without any liability to you. ClassDojo will promptly terminate without notice any User's access to the Service where the User is a "repeat infringer" of copyrights. ClassDojo, however, reserves the right to identify and terminate Users under any circumstances it deems appropriate, including after only a single instance of allegedly infringing behavior by that User.

ClassDojo's policies prohibit you from providing User Content that infringes trademarks. If you provide User Content that infringes trademarks, your User Content can be blocked or removed. If you are a trademark owner that believes your trademark is being infringed, please note that we are not in a position to mediate disputes between users and the holders of trademark rights. However, we will look into and try to resolve any allegations of trademark infringement by

following the similar process as our DMCA Notification Guidelines for trademarks.

Basically,

We respect copyright and trademarks. If you see any violations, please see our [DMCA Notification Guidelines](#).

Term and Termination

This Agreement shall remain in full force and effect while you use the Service unless your account is terminated as provided in this Agreement ("Term"). All provisions of this Agreement which, by their nature, should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability.

Termination by ClassDojo: For non-school based accounts (including parents not connected to a school or Outside School Child Users): ClassDojo may suspend or terminate your access to the Service or your account at any time, for any reason (without cause or for your violation of any term of this Agreement), and without warning or notice, which may result in the loss of information associated with your account. Upon termination of your account, your right to use the Service will immediately cease. You agree that any termination of your access to the Services or any account you may have, or portion thereof, may be affected without prior notice, and you agree that ClassDojo shall bear no responsibility or liability to you or any third party for any damages or claims resulting from or in connection with such actions, including the loss of information associated with your account.

Termination by ClassDojo of School Personnel, Institutions, Parent Users Connected to Schools or Students: You acknowledge that, if you knowingly, intentionally or negligently violate this Agreement, ClassDojo may suspend your license to the Services, in whole or in part, until the violation has stopped or

terminate your license and use of the Services. In the event that you fail to correct the violation after reasonable notice from ClassDojo, ClassDojo may terminate your license and use of the Services and this Agreement. You agree and if such termination or suspension occurs, ClassDojo shall bear no responsibility or liability for any damages or claims resulting from or in connection with such actions, including the loss of information associated with your account.

The following does not apply in the unforeseen circumstances in which ClassDojo ceases operations or files for bankruptcy at which point ClassDojo may terminate or suspend all User accounts and licenses with or without notice to you, and with no liability to you. We believe that you (or your school as applicable) own your data and preserving access to such data is important. If we discontinue the Service (such as if we went out of business), where reasonably possible, we will give you advance notice and a chance to get information out of the Service. Click [here](#) for more information.

Termination by School Personnel: School Personnel may terminate their use of the Service (or their account) or a Student Account at any time by contacting us at privacy@classdojo.com provided, however, that an Institution may require satisfaction of certain requirements before School Personnel can terminate their account or before a Student Account can be terminated. Prior to the termination of Student Accounts (or this Agreement) at the direction of School Personnel or Institution, ClassDojo may, at the request of School Personnel or the Institution, or the Student or the Student's parent or legal guardian, transfer Student Generated Content (as that term is defined in the Student DPA and/or various Privacy Laws) to the [Outside School Child Account](#) instead of deleting such content to enable ongoing ownership by Student Users or Parent Users. Transfer in this case may mean retaining the Student Generated Content within the previously created and Linked Outside

School Child Account upon any request to delete the Student Account by the Institution.

Termination by Parents: As a parent, if you created your child's Student Account (or your child is not using the Service at school with an Outside School Child Account), you can also terminate your child's account by contacting us at privacy@classdojo.com, although we will need to verify your identity (such as requiring that you send the request to us from the same email address you used to provide your consent to activate the student account originally). Parents of students whose Student Accounts were created (or directed to be used by) your child's teacher in school will first need to contact your child's school to request termination due to legal obligations under FERPA and various state student privacy laws.

Please see our [FAQ](#) for what information is deleted when you terminate or delete your account.

Basically, There is no obligation to use our Service, and you can stop using your account, or delete it completely, at any time. We can do that for you, too. However, if you are a Student (or parent of a Student) – you (or you parent) must first contact your school if you wish to terminate your Student Account and your school can tell you what the process will be. Additionally, we might suspend or terminate your account if you violate our rules or the law. If you are using the Service not in connection with a school, we may suspend or terminate your account at any time for any reason.

Dispute Resolution

1. Generally: In the interest of resolving disputes between you and Company in the most expedient and cost-effective manner, you and Company agree that, except as provided in subsection (b) below, any and all disputes arising in connection with these Terms of Service shall be resolved by binding arbitration.

Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Except as provided in subsection (b) below, our agreement to arbitrate disputes includes, but is not limited to, all claims arising out of or relating to any aspect of these Terms of Service, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, and regardless of whether the claims arise during or after the termination of these Terms of Service. Any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement will be resolved by the arbitrator. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS OF SERVICE, YOU AND COMPANY ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

2. Exceptions: Notwithstanding subsection (a), we both agree that nothing herein shall be deemed to waive, preclude, or otherwise limit either of our right to (i) bring an individual action in small claims court, (ii) pursue enforcement actions through applicable federal, state, or local agencies where such actions are available, (iii) seek injunctive relief in a court of law, or (iv) to file suit in a court of law to address intellectual property infringement claims.
3. Opt-Out: If you do not wish to resolve disputes by binding arbitration, you may opt out of the provisions of this Section 25 within 30 days after the date that you first agreed to the company's Terms of Service by sending a letter to Class Dojo, Inc., Attention: Legal Department – Arbitration Opt-Out, 735 Tehama St, San Francisco, CA 94103, United States of America that specifies: your full legal name, the email address associated with your account on the

Service, and a statement that you wish to opt out of arbitration ("**Opt-Out Notice**"). Once the Company receives your Opt-Out Notice, this Section 23 will be void and any action arising out of this Terms of Service will be resolved as set forth in Section 27. The remaining provisions of this Terms of Service will not be affected by your Opt-Out Notice.

4. Arbitration: Any arbitration between you and Company will be governed by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules and Procedures ("AAA Rules"), as modified by these Terms of Service, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Company.
5. Notice; Process: A party who intends to seek arbitration must first send a written notice of the dispute to the other, by certified mail or Federal Express (signature required), or in the event that we do not have a physical address on file for you, by electronic mail ("Notice"). Company's address for Notice is: Class Twist, Inc., 735 Tehama St, San Francisco, CA 94103, United States of America. The Notice must (a) describe the nature and basis of the claim or dispute; (b) set forth the specific relief sought ("Demand"), and (c) identify the name or account of the party making the claim. We agree to use good faith efforts to resolve the claim directly, but If we do not reach an agreement to do so within 30 days after the Notice is received, you or Company may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or Company shall not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any.
6. Arbitration Relief: Except as provided in subsection (h) (No Class Actions), the arbitrator can award any relief that would be available if the claims had been brought in a court of

competent jurisdiction. If the arbitrator awards you an amount higher than the last written settlement amount offered by the Company before an arbitrator was selected, the Company will pay to you the higher of: (i) the amount awarded by the arbitrator and (ii) US\$10,000. The arbitrator's award shall be final and binding on all parties. Judgment on the award may be entered in any court having jurisdiction.

7. Fees: In the event that you commence arbitration in accordance with these Terms of Service, Company will reimburse you for your payment of the filing fee, unless your claim is for greater than \$10,000, or if the Company has received 25 or more similar demands for arbitration, in which case the payment of any fees shall be decided by the AAA Rules. Any arbitration hearings will take place in the county and state of your residence unless we agree otherwise, provided that if the claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic or video hearing, or by an in-person hearing as established by the AAA Rules in the county (or parish) of your residence. If the arbitrator finds that either the substance of the claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules, and the other party may seek reimbursement for any fees paid to AAA. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from

either party made within 14 days of the arbitrator's ruling on the merits.

8. No Class Actions: you and company agree that each may bring claims against the other only in your or its individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Further, unless both you and Company agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.
9. Modifications to this Arbitration Provision: If the Company makes any substantive change to this arbitration provision, you may reject the change by sending us written notice within 30 days of the change to the Company's address for Notice, in which case your account with the Company will be immediately terminated and this arbitration provision, as in effect immediately prior to the changes you rejected will survive.
10. Enforceability: if only subsection (h) of this Section or the entirety of this Section is found to be unenforceable, then the entirety of this Section 25 shall be null and void and, in such case, the parties agree that the exclusive jurisdiction and venue described elsewhere in Section 29 shall govern any action arising out of or related to these Terms of Service.

Basically, It is our goal to quickly and efficiently resolve disputes that may arise. For that reason, we require disputes to be submitted to arbitration. If you bring a dispute in arbitration that is \$10,000 or less, ClassDojo will pay all the filing fees and make arrangements for telephonic or video-based proceedings (if you prefer). Additionally, we each waive rights to bring class actions.

Experimental Features

We may provide experimental features for you to try. These experimental features are not guaranteed to work the first time or any time. These features may abruptly and unexpectedly cease functioning, or disappear altogether. Other features of ClassDojo are not regularly tested for compatibility with experimental features. To enable an experimental feature, turn the switch on within a teacher account's Settings. Experimental features will be added and old ones removed, possibly (probably) without notice.

Basically,

ClassDojo sometimes offers experimental features which haven't been tested. These may be removed without notice.

Third Party Notices

Apple Notice. If User is using the ClassDojo App on an iOS device, User also acknowledges and agrees to the terms of this Section. This Agreement is between User and ClassDojo only, not with Apple, and Apple is not responsible for the Services and the content of the Services. Apple has no obligation whatsoever to provide any maintenance and support service with respect to the Services. If the Services fail to meet the applicable warranty, User may notify Apple and Apple will refund any applicable purchase price for the ClassDojo App to User. Apple has no other warranty obligation whatsoever with respect to the Services. Apple is not responsible for addressing any claims by User or any third party relating to the Services or User's use of the Services, including: (a) product liability claims; (b) any claim that the Services fail to meet any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third-party claim that the Services or User's use of the ClassDojo App infringe that third party's intellectual property rights. User agrees to comply with any applicable third-party terms when using the Services. Apple and Apple's subsidiaries are third-

party beneficiaries of the ClassDojo Agreement, and when User accepts the ClassDojo Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce the ClassDojo Agreement against User as a third-party beneficiary. User hereby represents and warrants that (i) User is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) User is not listed on any U.S. Government list of prohibited or restricted parties.

Google Notice: THIS SERVICE MAY CONTAIN TRANSLATIONS POWERED BY GOOGLE. GOOGLE DISCLAIMS ALL WARRANTIES RELATED TO THE TRANSLATIONS, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, RELIABILITY, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

Notice to California Residents

If User is a California resident, under California Civil Code Section 1789.3, User may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, CA 95834, or by phone at (800) 952-5210 in order to resolve complaints.

Service Provider under the CCPA

ClassDojo shall be considered a “service provider” to Institutions located in California as that term is defined under the California Consumer Privacy Act, as amended by the California Privacy Rights Act and its implementing regulations (collectively the “CCPA”) and as such agrees to comply with all applicable provisions of the CCPA that apply to service providers. ClassDojo will notify the Institution if it can no longer meet these obligations under the CCPA. The business purpose (as defined by the CCPA) for which ClassDojo is processing personal information of the Institutions’ Users shall be set forth in the Student DPA

and such Institution is disclosing this personal information only for this limited and specified business purpose. In addition to those restrictions set forth in the Student DPA, ClassDojo agrees not to (i) sell or share (as those terms are defined under the CCPA) personal information of the Institution's Users collected by ClassDojo (ii) retain, use, or disclose the personal information of the Institution's Users collected by ClassDojo for any purpose other than the business purpose (as defined under the CCPA) set forth in the Student DPA or as otherwise permitted by the CCPA; (iii) retain, use, or disclose the personal information of the Institution's Users collected by ClassDojo for any commercial purpose other than the business purpose (as defined under the CCPA) set forth in the Student DPA or as otherwise permitted by the CCPA; (iv) retain, use, or disclose the personal information of the Institution's Users collected by ClassDojo outside the direct business relationship between ClassDojo and the Institution, unless expressly permitted by the CCPA.

Miscellaneous

The failure of either party to exercise, in any respect, any right provided for herein shall not be deemed a waiver of any further rights hereunder. Company shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Company's reasonable control. If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by you except with Company's prior written consent. Company may transfer, assign or delegate this Agreement and its rights and obligations without restriction. Except with respect to the Student [DPA](#) which shall be governed by the laws set forth in the Student [DPA](#), this Agreement is governed by and construed in accordance with the laws of the State of California without regard to the conflict of laws

provisions thereof. Except with respect to the Student DPA which shall be governed by the terms set forth in the Student [DPA](#), to the extent any dispute arising from or relating to the subject matter of this Agreement is permitted to be brought in a court of law, such claim shall be subject to the exclusive jurisdiction of the state and federal courts located in San Francisco, California, and for all purposes of this Agreement, you and Company consent to the exclusive jurisdiction and venue of such courts. Unless and solely to the extent that you or your Institution have a separate written agreement with Company that governs your use of the Service (in which case such agreement will control), we both agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that the Agreement may not be modified, except as otherwise provided herein. This Agreement and any subsequent versions of this Agreement posted to the Website will be deemed a writing signed by both parties. No agency, partnership, joint venture, or employment is created as a result of this Agreement and you do not have any authority of any kind to bind Company in any respect whatsoever.

Basically, Please abide by these terms - we will!

Contact Information

For information about how to contact Company, please visit our [contact page](#).