

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

# Issue Paper

**DATE:**

05/28/26

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve the agreement of 17 premium 3-year subscriptions for Everyday Speech curriculum components for social skills instruction for use by all schools within the Kenton County School District.

**APPLICABLE BOARD POLICY:**

01.1 Legal Status of the Board

**HISTORY/BACKGROUND:**

The Kenton County School District has consistently purchased 17 premium subscriptions for students and staff from Everyday Speech. Once the subscription is renewed, all schools and students receiving special education will have full access to the program. While this subscription is for all schools, it is especially beneficial for students who are identified as needing interventions or special education in social skills. This program provides both instructional resources and data-collection tools to assess student progress.

**FISCAL/BUDGETARY IMPACT:**

\$27, 514.46 with tri-annual renewal paid out of Special Education: IDEA

**RECOMMENDATION:**

Approve the agreement of 17 premium 3-year subscriptions for Everyday Speech subscription for use by all students and staff within the Kenton County School District.

**CONTACT PERSON:**

Danielle Rice, Director of Special Education

  
Principal/Administrator

  
District Administrator

  
Superintendent

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

# Everyday Speech

## Renewal - The Kenton County School District - 17 Licenses, 3 Years

### Kenton County School District

1055 Eaton Drive

Fort Wright, Kentucky 41017

United States

Reference: 20260423-140259535

Quote created: April 23, 2026

Quote expires: August 31, 2026

Quote created by:

John Burns

john@everydayspeech.com

### Comments from Samantha Sonnier

#### Subscription Term: August 2026-August 2029

- Quote for 12 month term for **Everyday Speech \$599.99 plan subscription**
  - Full access to our complete suite of offerings, including the Tier 2 & 3 curriculum as well as Whole group/Tier 1 Units and Lessons
  - Including:
    - Session Planning
    - Students & Group Profiles
    - Send Homework Links
    - Unlimited Playlists
    - Mark Content as Seen



## Products & Services

Item & Description	Quantity	Unit Price	Total
Team Plan - Individual license From 08/27/2026 to 08/27/2029	17	\$1,798.33	\$30,571.61
	One-time subtotal		\$30,571.61
	Bulk Discount from 08/27/2026 to 08/27/2029		(\$3,057.15)
		<b>Total</b>	<b>\$27,514.46</b>

### Purchase terms

**Please note that our licensing is one user per subscription. We define a user as a professional running an independent session. Students do not need their own subscription.**

This quote is valid only until the date indicated.

Please upload your purchase order online at [everydayspeech.com/po](https://everydayspeech.com/po)

If you are required to mail or fax your quote, please also send an electronic version via [everydayspeech.com/po](https://everydayspeech.com/po)

Your purchase might be subject to state sales tax. If you're unsure if your state charges sales tax, or if you would like to claim an exemption, please see <https://everydayspeech.com/sales-tax>. If you need a quote that includes the sales tax charge, please contact us at [purchasing@everydayspeech.com](mailto:purchasing@everydayspeech.com).

All mail should be sent to:

Everyday Speech LLC

DEPT CH 17439

Palatine, IL 60055-7439, USA



## Questions? Contact me

Everyday Speech

1515 E Cesar Chavez St, Suite 100 #1008

Austin, TX 78702

US



New

## VENDOR ASSURANCES REGARDING PROTECTION OF PERSONAL AND CONFIDENTIAL INFORMATION

### Data Security and Breach Protocols

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

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

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

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

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

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

The vendor hereby agrees to report to the KCBOE, immediately and within ~~twenty-four (24)~~ seventy-two (72) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site.

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

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

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

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

### **Student Data Security**

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

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

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

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

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

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

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

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

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

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

Everyday Speech LLC

Vendor Name

1515 E Cesar Chavez St, Suite 100 #1008, Austin, TX 78702

Vendor Address

617-564-3143

Vendor Telephone

purchasing@everydayspeech.com

Vendor Email Address

*Caleb Brunell*

Signature by Vendor's Authorized Representative

Caleb Brunell

Print Name

05/26

Date





# KCBOE Vendor Assurance (2) (1)

Final Audit Report

2026-05-21

Created:	2026-05-14
By:	Luke Ferree (luke@everydayspeech.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAibXCNzZ4isl2v9CgPczlCq8V0mpl73m5

## "KCBOE Vendor Assurance (2) (1)" History

-  Document created by Luke Ferree (luke@everydayspeech.com)  
2026-05-14 - 1:54:59 PM GMT
-  Document emailed to Caleb Brunell (cal@everydayspeech.com) for signature  
2026-05-14 - 1:55:03 PM GMT
-  Document e-signed by Caleb Brunell (cal@everydayspeech.com)  
Signature Date: 2026-05-21 - 4:55:50 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE
-  Agreement completed.  
2026-05-21 - 4:55:50 PM GMT

## EVERYDAY SPEECH, LLC

### TERMS OF SERVICE

Last Updated: July 28, 2025

Welcome to Everyday Speech!

These terms and conditions are a legal agreement (these “**Terms**”) between you (together with the business entity, if any, that you represent, “**you**” or “**your**” or “**User**” or “**Customer**”) and Everyday Speech, LLC (“**Everyday Speech**” or “**we**”, “**us**” or “**our**”), establishing terms and conditions under which you shall access and use the services and features available through our mobile application (the “**App**”) and through on Everyday Speech’s web-based social learning platform (together with the App, the “**Platform**”) accessed via the website at <https://everydayspeech.com/> and any related sub-domains (the “**Website**”, the App, Platform, and Website collectively the “**Services**”), each as made available by Everyday Speech from time to time. The date you first agree to these Terms is referred to herein as the “Effective Date.” Your use of the Platform or App and Website is also subject to our Privacy Policy available on our Website at <https://everydayspeech.com/privacy> for the Website and <https://everydayspeech.com/platform-privacy> for the App and Platform and updated from time to time (collectively, “**Privacy Policy**”) and you consent to the collection and use of your data in accordance with the Privacy Policy.

In some instances, both these Terms and separate guidelines, rules, or terms of service or sale setting forth additional or different terms and/or conditions will apply to your use of the Services (in each such instance, and collectively “**Additional Terms**”). To the extent there is a conflict between these Terms and any applicable Additional Terms, the Additional Terms will control unless they expressly state otherwise.

If you are entering into these Terms on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these terms and conditions, in which case the terms “you” or “your” shall refer to such entity.

If you purchase Services for use by students, if required under applicable state or federal law, you will be responsible for obtaining verifiable parental consent prior to making such Services available to its students under the age of 13. Otherwise, if you purchased Services and are not authorized by an educational institution, then you agree to not input the personal information of any children under the age of 13 into the Platform or to allow children under the age of 13 to input their personal information into the Platform. Everyday Speech shall comply with its responsibilities under the Children’s Online Privacy Protection Act and applicable law, as provided in the Privacy Policy.

BEFORE YOU CLICK ON THE “I ACCEPT” BUTTON OR OTHERWISE ACCESS THE PLATFORM OR APP OR USE ANY OF THE SERVICES, CAREFULLY READ THESE TERMS. BY CLICKING ON THE “I ACCEPT” BUTTON OR ACCESSING THE PLATFORM OR APP, WEBSITE OR APPS OR USING THE SERVICES, YOU AND THE

BUSINESS ENTITY THAT YOU REPRESENT ARE AGREEING TO BE BOUND BY AND ARE BECOMING A PARTY TO THESE TERMS. YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THESE TERMS ON BEHALF OF THE BUSINESS ENTITY YOU REPRESENT. YOU HEREBY COVENANT TO ENSURE THAT ALL USERS THAT GAIN ACCESS TO THE PLATFORM OR APP AND/OR THE SERVICES FROM YOU ARE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, THEN DO NOT CLICK "I ACCEPT" AND YOU WILL NOT BE PERMITTED TO ACCESS AND/OR USE THE SERVICES.

## **1. Access and Use; Registration; Payment; Termination**

### **A. Permissions.**

Everyday Speech grants you a personal, revocable, non-exclusive, non-transferable, limited permission to access the Website solely for your personal, non-commercial use, provided that you comply with these Terms, including, without limitation, Section 4 below.

### **B. Restricted License.**

On the condition that you comply with all your obligations under these Terms, Everyday Speech hereby grants you a non-exclusive, non-transferable, restricted license (without the right to sublicense) to access the App and Platform and use the Services in accordance with these Terms and the instructions and guidelines posted on the Platform or App. Everyday Speech reserves the rights to terminate your license to use the Platform or App and Services at any time and for any reason or to change the features included in different tiers of paid or free subscription plans.

### **C. Registration.**

Some portions of our Services may be available to users without registering for an account, other features will only be available to those users who register with us, while still other features will only be available to users based on the features included in their subscription plan or trial of our Services.

In some cases, an account may be assigned to you by an administrator, such as your school or other teaching organization you may be a member of. If you are using or logging into an account assigned to you by an administrator, Additional Terms may apply to your use of the Services. Moreover, your administrator may be able to access or disable your account without our involvement.

In consideration of your use of the Service, you agree to (a) provide accurate, current and complete information about you as may be prompted by any registration forms on the Service ("Registration Data"); (b) maintain the security of your password and identification; (c) maintain and promptly update the Registration Data, and any other information you provide to us, to keep it accurate, current and complete; and (d) be fully responsible for all use of your account and for any actions that take place using your account.

If you believe that your account has been compromised at any time, please notify us at [support@everydayspeech.com](mailto:support@everydayspeech.com).

#### **D. Payments.**

If you purchase any Services that we offer for a fee, either on a one-time or subscription basis (“Premium Services”), you agree to Everyday Speech or its third-party payment processing service provider storing your payment information, whether a credit card or other payment methods offered to you. You also agree to pay the applicable fees for the Premium Services (including, without limitation, periodic fees for premium accounts) as they become due plus all related taxes. You may cancel your Premium Services as provided on the Platform or App from time to time. If you register for our Services as a member of an organization, your subscription may be paid by such organization; provided that, if so, then your subscription shall be effective for only the period for which such subscription is paid by such third party.

## **2. Our Content, Ownership, Limited License, and Reservation of Rights A.**

### **Our Content.**

The Services and Website contain a variety of: (i) materials and other items relating to Everyday Speech and its Services, and similar items from our licensors and other third-parties, including any and all copyrightable material (including source and object code) as well as software libraries, articles, and other materials provided by third-parties; (ii) trademarks, logos, trade names, service marks, and trade identities of various parties, including those of Everyday Speech (collectively, “**Trademarks**”); and (iii) other forms of intellectual property (all of the foregoing, collectively “**Everyday Speech Content**”).

### **B. Ownership.**

The Services (including past, present, and future versions), Website, and the Everyday Speech Content are owned or controlled by Everyday Speech, our licensors and/or certain other third parties. All right, title, and interest in and to the Everyday Speech Content available via the Services are the property of Everyday Speech, our licensors and/or certain other third parties, and is protected by U.S. and international copyright, trademark, patent, or other intellectual property rights and laws to the fullest extent possible.

### **C. Limited License.**

Subject to your compliance with these Terms and any applicable Additional Terms, Everyday Speech grants you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to (i) download (temporary storage only), display, view, use, and/or play, the Everyday Speech Content (excluding source and object code in raw form or otherwise, other than as made available to access and use to enable display and functionality) on a personal computer, mobile phone or other wireless device, or other Internet enabled device (each, a “**Device**”) for your personal, non-commercial use only, and (ii) to use certain Everyday Speech Content that we may from time to time make available on the Services explicitly for you for use

as part of your User Content (“**Everyday Speech Licensed Elements**”), but only for such purposes as may be explicitly stated at the time that the Everyday Speech Licensed Elements are made available on the Services; but we and our licensors and certain other third-parties, as the case may be, retain ownership of such Everyday Speech Licensed Elements. The foregoing limited license (x) does not give you any ownership of, or any other intellectual property interest in, any Everyday Speech Content, and (y) may be immediately suspended or terminated for any reason, in Everyday Speech’s sole discretion, and without advance notice or liability. Any use of the Everyday Speech Content other than as set forth herein shall require a separate agreement between Everyday Speech and you.

#### **D. Ideas and Feedback**

While we welcome your feedback, ideas, and suggestions, it is important to be aware of the following restrictions. If you send us feedback, ideas, or suggestions (collectively, “offered ideas”), you agree that: (1) your ideas become the property of Everyday Speech and you are not owed any compensation in exchange; (2) none of the ideas contain confidential or proprietary information of any third party; (3) Everyday Speech may use or redistribute ideas for any purpose and in any way; (4) there is no obligation for Everyday Speech to review or use your ideas; and (5) Everyday Speech has no obligation to keep any ideas confidential.

### **3. Your Content; Ownership; Limited License**

#### **A. Your Content.**

The Services may allow you to submit, post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material (“**User Content**”) (whether by collaboration on or sharing files, emailing, messaging, sharing a link, sharing files with other applications or Services or users, posting in a forum or gallery or otherwise). Suspending or terminating your account will not delete or inhibit access to any of your User Content that was earlier shared or published. If you do not want others to have any such access or any of those rights, do not use the sharing, publishing or other collaboration features of the Services and set your permissions accordingly. You are responsible for the User Content that you post on or through the Service, including its accuracy, completeness, legality, reliability, and appropriateness.

By posting User Content on or through the Services, you represent and warrant that: (i) the User Content is yours (you own it and/or you have the right to use it and the right to grant us the rights and license as provided in these Terms), (ii) the posting of your User Content on or through the Services does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity, (iii) you have fully complied with any third party license terms relating to User Content that you upload or post using the Services and have satisfied all terms and conditions to pass through to end users the right to use User Content; and (iv) User Content does not contain or will not install any viruses, worms, malware, Trojan horses, or other harmful or destructive programming. We reserve the right to terminate the account of anyone found to be infringing on a copyright.

Except where otherwise stated, Everyday Speech has the right but not the obligation to monitor

all User Content provided by users.

## **B. Ownership.**

You retain any and all of your rights to any User Content you submit, post or display on or through the Services and you are responsible for protecting those rights. We take no responsibility and assume no liability for User Content you or any third-party posts on or through the Services. However, by posting User Content using the Services you grant us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such User Content on and through the Services for the sole purpose of providing the Services to you and any users of the User Content and Services who you authorize.

In addition, other User Content not owned by you found on or through the Services are the property of Everyday Speech or used with permission. You may not distribute, modify, transmit, reuse, download, repost, copy, or use said User Content, whether in whole or in part, for commercial purposes or for personal gain, without express advance written permission from us.

## **C. Limited License.**

Except as otherwise described in any applicable Additional Terms, you hereby grant to Everyday Speech, and you agree to grant to Everyday Speech, the non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual, and cost-free right and license to use, copy, record, modify, distribute, reproduce, sublicense (through multiple levels), display, and make derivative works of your User Content.

## **4. Service and Content Use Restrictions**

### **A. Service Use Restrictions.**

You agree to use the Services (including the App and Website), and any Everyday Speech Content, in a manner consistent with all applicable laws and regulations. Additionally, you will not take any of the following actions with respect to the Services, or Everyday Speech Content, nor will you use the Services or related services to upload, post, email, distribute, transmit, link, solicit or otherwise make available any Everyday Speech Content or use the Services in any manner that:

- is unlawful, harmful to minors, threatening, harassing, abusive, defamatory, slanderous, vulgar, gratuitously violent, obscene, pornographic, indecent, lewd, libelous, invasive of another's privacy, or racially, ethnically or otherwise offensive, hateful or abusive;
- infringes someone else's patent, trademark, trade secret, copyright or other intellectual property or other rights;
- removes any proprietary notices or labels on the Everyday Speech Content;
- advocates or solicits violence, criminal conduct or the violation of any local, state, national or international law or the rights of any third party;
- is deceptive in any way, such as an offer to sell fraudulent goods or contains an

impersonation of any person or entity or misrepresents an affiliation with a person or entity;

- specifically advertises firearms or ammunition, tobacco, alcohol, illegal drugs, or other contraband;
- constitutes unsolicited or unauthorized advertising, junk or bulk e-mail (SPAM), chain letters, or any other unsolicited commercial or non-commercial communication;
- interferes with others using the Services;
- contains software viruses, worms, time bombs, corrupted files, Trojan horses or any other computer code, files, or programs that are designed or intended to disrupt, damage, overburden, impair or limit the functioning of any software, hardware, network, server or communications systems or equipment;
- contains a petitions for signatures, chain letters or letters relating to a pyramid scheme;
- disrupts, interferes or inhibits any other user from enjoying the Services or other affiliated or linked websites, material, contents, products and/or services.
- uses any robot, spider, or other such programmatic or automatic device, inducing but not limited to automated dial-in or inquiry devices, to obtain information from the Services or otherwise monitor or copy any portion of the Services, products and/or services;
- creates a false identity for the purpose of misleading others;
- prepares, compiles, uses, downloads or otherwise copies any user information and/or usage information for any portion thereof, or transmit, provide or otherwise distribute (whether or not for a fee) such information to any third party;
- uses any Everyday Speech domain name, or confusingly similar variation, as a pseudonymous return email address;
- contains any offer for unsolicited goods or services or any advertising or promotional materials, except in those areas specifically designated for such purpose (e.g., classified bulletin board);
- provides material support or resources (or conceals or disguises the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to Section 219 of the Immigration and Nationality Act;
- attempts to disable, bypass, modify, defeat or otherwise circumvent any of the digital rights management or other security related tools incorporated into the software or any Everyday Speech Content or the Services;
- reproduces, duplicates, copies, sells, trades, resells or exploits for any commercial purposes, any portion of the Services or Everyday Speech Content, use of the Services, or access to the Services;
- publishes, publicly performs or displays, or distributes to any third party any Everyday Speech Content, including reproduction on any computer network or broadcast or publications media;

- systematically collects and uses any Everyday Speech Content including the use of any data mining, or similar data gathering and extraction methods;
- makes derivative uses of the Services or the Everyday Speech Content;
- uses, frames, or utilizes framing techniques to enclose any portion of the Services (including the images found at the Services or any text or the layout/design of any page or form contained on a page); and/or
- modifies, translates, decompiles, disassembles, uses reverse engineering or otherwise attempts to derive the source code for the computer systems and other technology that operate the Services. For purposes of these Terms, “reverse engineering” shall include the examination or analysis of the Services to determine the source code, structure, organization, internal design, algorithms or encryption devices of the Services’ underlying technology.

#### **B. Availability of the Services and Content.**

Everyday Speech reserves the right, in its sole discretion, at any time, to modify, suspend, terminate or discontinue, temporarily or permanently, the availability of the Services and Everyday Speech Content (or any elements and features of them) for any reason, with or without advance notice. You agree that Everyday Speech shall not be liable to you or to any third-party for any modification, suspension or discontinuance of the Services.

#### **C. Enforcement; Suspension; Termination.**

Everyday Speech reserves the right to investigate possible violations of these Terms, block users from accessing the Services, and refer matters to law enforcement authorities for further investigation. We may disclose information to third parties, in accordance with our Privacy Policy.

You agree that if Everyday Speech determines or reasonably suspects that you are reselling or brokering the Services’ information, programs, computer applications, or Everyday Speech Content, or is otherwise violating any provision of these Terms, Everyday Speech may take immediate action, including terminating the delivery of, and the license to use, the Services. Everyday Speech reserves the right to use whatever means it deems appropriate to monitor your compliance with these Terms. Everyday Speech reserves the right to exercise whatever lawful means it deems necessary to prevent unauthorized access to or use of the Services, including, but not limited to, technological barriers, IP mapping, and contacting your Internet Service Provider (ISP) regarding such unauthorized use.

Everyday Speech may terminate your access to all or any part of the Services at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate your account (if you have one), you may terminate your subscription via the Platform or App or provide notice of termination to us at [support@everydayspeech.com](mailto:support@everydayspeech.com). Everyday Speech will have no obligation to provide a refund of any amounts previously paid to Everyday Speech. Everyday

Speech can terminate the Platform or App and/or any related Services immediately as part of a general shut down of our Services. If your subscription is paid by a third-party organization, your subscription may be terminated by such organizer. All provisions of these Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, rights in data you share with other users, warranty disclaimers, indemnity, limitations of liability and governing law and jurisdiction.

## **5. Procedure for Alleging Copyright Infringement**

### **A. DMCA Notice.**

Everyday Speech asks our users to respect the intellectual property of others. It is our policy to respond appropriately to clear notices of alleged copyright infringement, as set forth more fully below. In Everyday Speech's sole discretion, Everyday Speech may remove content that may be infringing on another person's intellectual property rights with or without notice to the potential infringer. In accordance with the U.S. Digital Millennium Copyright Act ("DMCA") and other applicable law, Everyday Speech has adopted a policy of terminating, in appropriate circumstances and at Everyday Speech's sole discretion, users who are deemed to be repeat infringers. If you own a copyright in a work (or represent such a copyright owner) and believe that your (or such owner's) copyright in that work has been infringed by an improper posting or distribution of it via the Site, then you may send us a written notice that includes all of the following:

- (i) a legend or subject line that says: "DMCA Copyright Infringement Notice";
- (ii) a description of the copyrighted work that you claim has been infringed or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
- (iii) a description of where the material that you claim is infringing or is the subject of infringing activity is located that is reasonably sufficient to permit us to locate the material (please include the URL of the Site on which the material appears);
- (iv) your full name, address, telephone number, and e-mail address;
- (v) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- (vi) a statement by you, made under penalty of perjury, that all the information in your notice is accurate, and that you are the copyright owner (or, if you are not the copyright owner, then your statement must indicate that you are authorized to act on the behalf of the owner of an exclusive right that is allegedly infringed); and
- (vii) your electronic or physical signature.

Everyday Speech will only respond to DMCA Notices that it receives by mail, e-mail, or facsimile at the addresses below:

By Mail: Everyday Speech  
Copyright Agent  
1515 E Cesar Chavez St Unit 100, #1008  
Austin, TX 78702  
By E-Mail: [copyright@everydayspeech.com](mailto:copyright@everydayspeech.com)

For clarity, only DMCA Notices should go to the above e-mail address.

It is often difficult to determine if your copyright has been infringed. Everyday Speech may elect to not respond to DMCA Notices that do not substantially comply with all of the foregoing requirements, and Everyday Speech may elect to remove allegedly infringing material that comes to its attention via notices that do not substantially comply with the DMCA.

Please note that the DMCA provides that any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

We may send the information that you provide in your notice to the person who provided the allegedly infringing work. That person may elect to send us a DMCA Counter-Notification (as described below).

Without limiting Everyday Speech's other rights, Everyday Speech may, in appropriate circumstances, terminate a repeat infringer's access to the Site and any other website owned or operated by Everyday Speech.

#### **B. Counter-Notification.**

If access on the Site to a work that you submitted to Everyday Speech is disabled or the work is removed as a result of a DMCA Notice, and if you believe that the disabled access or removal is the result of mistake or misidentification, then you may send us a DMCA Counter-Notification to the addresses above. Your DMCA Counter-Notification should contain the following information:

- (i) a legend or subject line that says: "DMCA Counter-Notification";
- (ii) a description of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled (please include the URL of the Site from which the material was removed or access to it disabled);
- (iii) a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;
- (iv) your full name, address, telephone number, e-mail address, and the username of your Account (if you have an Account);
- (v) a statement that you consent to the jurisdiction of the United States District Court for

the State of Kentucky, and that you will accept service of process from the person who provided DMCA notification to us or an agent of such person; and

(vi) your electronic or physical signature.

If we receive a DMCA Counter-Notification, then we may replace the material that we removed (or stop disabling access to it) in not less than ten (10) and not more than fourteen (14) business days following receipt of the DMCA Counter-Notification. However, we will not do this if we first receive notice at the addresses above that the party who sent us the DMCA Copyright Infringement Notice has filed a lawsuit asking a court for an order restraining the person who provided the material from engaging in infringing activity relating to the material on the Site. You should also be aware that we may forward the Counter-Notification to the party who sent us the DMCA Copyright Infringement Notice.

#### **6. Procedure for Alleging Infringement of Other Intellectual Property**

If you own intellectual property other than copyrights and believe that your intellectual property other than copyright has been infringed by an improper posting or distribution of it via the Site, then you may send us a written notice to the addresses set forth above that includes: (a) a legend or subject line that says: "Intellectual Property Infringement Notice"; and (b) all the other information required for the DMCA notice above, except describing the other intellectual property alleged to have been infringed.

We will act on such notices in our sole discretion. Any user of the Site that fails to respond satisfactorily to Everyday Speech with regard to any such notice is subject to suspension or termination. We may send the information that you provide in your notice to the person who provided the allegedly infringing material.

#### **7. Third-Party Content and Sites**

Some of the content, services and functionality on the Site, such as advertisements, widgets, software, applications, articles, photographs and videos, may be provided by third parties (collectively, "**Third-Party Content**"). Although we try to keep inappropriate third-party ads and other content off of the Site, we are not responsible for this Third-Party Content or the third parties if you interact with them.

Users of the Site may be able to view, access and interact with Third-Party Content without leaving the Site, including viewing, accessing or interacting with Third-Party Content that is imported or "framed" within the Site. The Site may also contain links to third-party websites that are not owned, controlled or operated by Everyday Speech, and the Site may include links to third-party ads on the Site or otherwise, to or from third-party websites (collectively, "**Third-Party Sites**"), including websites operated by advertisers, licensors, licensees, and certain other third-parties who may have business relationships with Everyday Speech.

Everyday Speech may have no control over the content, operations, policies, terms, or other elements of Third-Party Content or Third-Party Sites, and Everyday Speech does not assume any obligation to review any of them. Everyday Speech does not endorse, approve, or sponsor any

Third-Party Sites, or any Third-Party Content, advertising, information, materials, products, services, or other items. Furthermore, Everyday Speech is not responsible for the quality or delivery of the products or services offered, accessed, obtained by or advertised at such sites. Finally, Everyday Speech will under no circumstances be liable for any direct, indirect, incidental or special loss or other damage, whether arising from negligence, breach of contract, defamation, infringement of copyright or other intellectual property rights, caused by the exhibition, distribution or exploitation of any information or content contained within these Third-Party Sites. Any activities you engage in connection with any of the same are subject to the privacy and other policies, terms and conditions of use and/or sale, and rules issued by the operator of the Third-Party Sites, and you agree to be bound thereto. Everyday Speech disclaims all liability in connection therewith.

## **8. Dispute Resolution**

Certain portions of this Section 8 are deemed to be a “written agreement to arbitrate” pursuant to the Federal Arbitration Act. You and Everyday Speech agree that we intend that this Section 8 satisfies the “writing” requirement of the Federal Arbitration Act. This Section 8 can only be amended by mutual agreement. Where arbitration is not permitted by the mandatory laws in your country of residence, or where the parties have not otherwise agreed to arbitration in accordance with applicable laws, the provisions of Section 10 shall apply to all relevant disputes between you and us.

### **A. First – Try to Resolve Disputes and Excluded Disputes.**

To the fullest extent permitted by applicable law, if any controversy, allegation, or claim arises out of or relates to the Services, Platform, Website, the Everyday Speech Content, your User Content, these Terms, or any applicable Additional Terms, whether heretofore or hereafter arising (collectively, “**Dispute**”), or to any of Everyday Speech’s actual or alleged intellectual property rights (an “**Excluded Dispute**”, which includes those actions set forth in Section 8(D)), then you and we agree to send a written notice to the other providing a reasonable description of the Dispute or Excluded Dispute, along with a proposed resolution of it. Our notice to you will be sent to you based on the most recent contact information that you provide us. But if no such information exists or if such information is not current, then we have no obligation under this Section 8(A). Your notice to us must be sent to: [address], Attention: Customer Service. For a period of sixty (60) days from the date of receipt of notice from the other party, Everyday Speech and you will engage in a dialogue in order to attempt to resolve the Dispute or Excluded Dispute, though nothing will require either you or Everyday Speech to resolve the Dispute or Excluded Dispute on terms with respect to which you and Everyday Speech, in each of our sole discretion, are not comfortable.

### **B. Binding Arbitration.**

If we cannot resolve a Dispute as set forth in Section 8(A) (or agree to arbitration in writing with respect to an Excluded Dispute) within sixty (60) days of receipt of the notice, then ANY AND ALL DISPUTES ARISING BETWEEN YOU AND EVERYDAY SPEECH (WHETHER BASED IN CONTRACT, STATUTE, REGULATION, ORDINANCE, TORT— INCLUDING,

BUT NOT LIMITED TO, FRAUD, ANY OTHER INTENTIONAL TORT OR NEGLIGENCE,—COMMON LAW, CONSTITUTIONAL PROVISION, RESPONDEAT SUPERIOR, AGENCY OR ANY OTHER LEGAL OR EQUITABLE THEORY), WHETHER ARISING BEFORE OR AFTER THE EFFECTIVE DATE OF THESE TERMS, MUST BE RESOLVED BY FINAL AND BINDING ARBITRATION. THIS INCLUDES ANY AND ALL DISPUTES BASED ON ANY PRODUCT, SERVICE OR ADVERTISING CONNECTED TO THE PROVISION OR USE OF THE SITE. The Federal Arbitration Act (“**FAA**”), not state law, shall govern the arbitrability of all Disputes between Everyday Speech and you regarding these Terms (and any Additional Terms) and the Site. Everyday Speech and you agree, however, that Kentucky or federal law shall apply to and govern, as appropriate, any and all claims or causes of action, remedies, and damages arising between you and Everyday Speech regarding these Terms and the Site, whether arising or stated in contract, statute, common law, or any other legal theory, without regard to Kentucky’s’ choice of law principles.

A Dispute will be resolved solely by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association (“**AAA**”). If a party properly submits the Dispute to the AAA for formal arbitration and the AAA is unwilling or unable to set a hearing date within sixty (60) days of the filing of a “demand for arbitration,” then either party can elect to have the arbitration administered by the Judicial Arbitration and Mediation Services Inc. (“**JAMS**”) using JAMS’ streamlined Arbitration Rules and Procedures, or by any other arbitration administration service that you and an officer or legal representative of Everyday Speech consent to in writing. If an in-person arbitration hearing is required, then it will be conducted in the “metropolitan statistical area” (as defined by the U.S. Census Bureau) where you are a resident at the time the Dispute is submitted to arbitration. You and we will pay the administrative and arbitrator’s fees and other costs in accordance with the applicable arbitration rules; but if applicable arbitration rules or laws require Everyday Speech to pay a greater portion or all of such fees and costs in order for this Section 8 to be enforceable, then Everyday Speech will have the right to elect to pay the fees and costs and proceed to arbitration.

### **C. Limited Time to File Claims.**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IF YOU OR WE WANT TO ASSERT A DISPUTE (BUT NOT AN EXCLUDED DISPUTE) AGAINST THE OTHER, THEN YOU OR WE MUST COMMENCE IT (BY DELIVERY OF WRITTEN NOTICE AS SET FORTH IN SECTION 8(A)) WITHIN ONE (1) YEAR AFTER THE DISPUTE ARISES -- OR IT WILL BE FOREVER BARRED.

### **D. Injunctive Relief.**

To the fullest extent permitted by applicable law, the foregoing provisions of this Section 8 will not apply to any legal action taken by Everyday Speech to seek an injunction or other equitable relief in connection with, any loss, cost, or damage (or any potential loss, cost, or damage) relating to the Site, any Everyday Speech Content, your User Content and/or Everyday Speech’s intellectual property rights (including such Everyday Speech may claim that may be in dispute), Everyday Speech’s operations, and/or Everyday Speech’s products or services.

### **E. Small Claims Matters Are Excluded from Arbitration Requirement.**

Notwithstanding the foregoing, either of us may bring qualifying claim of Disputes (but not Excluded Disputes) in small claims court, subject to Section 8(G).

### **F. No Class Action Matters.**

To the fullest extent permitted by applicable law, Disputes will be arbitrated only on an individual basis and will not be consolidated with any other arbitrations or other proceedings that involve any claim or controversy of any other party. But if, for any reason, any court with competent jurisdiction or any arbitrator selected pursuant to Section 8(B) holds that this restriction is unconscionable or unenforceable, then our agreement in Section 8(B) to arbitrate will not apply and the Dispute must be brought exclusively in court pursuant to Section 8(G).

### **G. Federal and State Courts in Kenton County Kentucky**

Except to the extent that arbitration is required in Section 8(B), and except as to the enforcement of any arbitration decision or award, any action or proceeding relating to any Dispute or Excluded Dispute may only be instituted in state or federal court in Kenton County Kentucky. Accordingly,

you and Everyday Speech consent to the exclusive personal jurisdiction and venue of such courts for such matters.

## **9. Other Dispute Resolution Where Arbitration Is Not Available**

This Section 9 applies to all users of the Site, if, and only to the extent that, the mandatory laws in your country of residence do not permit arbitration of Disputes in accordance with Section 8 or the parties have not otherwise agreed to arbitration if required by applicable law.

### **A. Section 9 Disputes.**

To the fullest extent permitted by applicable law, if any controversy, allegation, or claim (including any non-contractual claim) arises out of or relates to the Site, the Everyday Speech Content, these Terms, whether heretofore or hereafter arising or to any of Everyday Speech's actual or alleged intellectual property rights (collectively, a "**Section 9 Dispute**"), then you and we agree to send a written notice to the other providing a reasonable description of the Section 9 Dispute, along with a proposed resolution of it. Our notice to you will be sent to you based on the most recent contact information that you provide us. But if no such information exists or if such information is not current, then we have no obligation under this Section 10(A). Your notice to us must be sent to: 1515 E Cesar Chavez St Unit 100, #1008, Austin, TX 78702, Attention: Everyday Speech Customer Service. Subject to applicable law, for a period of sixty (60) days from the date of receipt of notice from the other party, Everyday Speech and you will engage in a dialogue in order to attempt to resolve the Section 9 Dispute, though nothing will require either you or Everyday Speech to resolve the Section 9 Dispute on terms with respect to which you and Everyday Speech, in each of our sole discretion, are not comfortable.

## **B. Jurisdiction.**

The parties agree that the state or federal courts in Kenton County Kentucky shall have non-exclusive jurisdiction of any Section 9 Dispute, unless otherwise required by applicable laws of your jurisdiction of residence.

## **C. Governing Law.**

To the maximum extent permitted by the mandatory laws in your country of residence, these Terms and any Section 9 Dispute arising out of or in connection with it or its subject matter or formation (including non-contractual disputes), will be governed by, and construed in accordance with, the laws of the State of Kentucky, without regard to its conflicts of law provisions.

## **D. Limited Time to File Claims.**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IF YOU OR WE WANT TO ASSERT A SECTION 9 DISPUTE AGAINST THE OTHER, THEN YOU OR WE MUST COMMENCE IT (BY DELIVERY OF WRITTEN NOTICE AS SET FORTH IN SECTION 10(A)) WITHIN ONE (1) YEAR AFTER DISCOVERY OF THE SECTION 9 DISPUTE ARISES -- OR IT WILL BE FOREVER BARRED.

## **E. Injunctive Relief.**

The foregoing provisions of this Section 9 will not apply to any legal action taken by Everyday Speech to seek an injunction or other equitable relief in connection with, any loss, cost, or damage (or any potential loss, cost, or damage) relating to the Site, any Everyday Speech Content, your User Content and/or Everyday Speech's intellectual property rights (including such Everyday Speech may claim that may be in dispute), Everyday Speech's operations, and/or Everyday Speech's products or services.

## **10. Disclaimer of Warranties**

(A) THE SERVICES, YOUR EVERYDAY SPEECH ACCOUNT, AND ALL INFORMATION AND EVERYDAY SPEECH CONTENT ARE MADE AVAILABLE TO YOU ON AN "AS IS," "AS AVAILABLE" BASIS. EVERYDAY SPEECH, ITS PARENTS, SUBSIDIARIES, AFFILIATES, AND THIRD PARTY DATA PROVIDERS AND MOBILE APPLICATION DISTRIBUTORS (COLLECTIVELY THE "EVERYDAY SPEECH PARTIES") MAKE NO WARRANTIES, REPRESENTATIONS, OR CONDITIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO (1) THE OPERATION AND FUNCTIONALITY OF THE EVERYDAY SPEECH SERVICES, (2) THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, SAFETY, AND IP RIGHTS OF ANY OF THE INFORMATION AND CONTENT, INCLUDING BUT NOT LIMITED TO THE ACCURACY OF CONTACT AND BUSINESS INFORMATION CONTAINED ON THE SERVICES, (3) THE FUNCTIONS CONTAINED ON THIS SITE WILL BE UNINTERRUPTED OR ERROR-FREE; (4) THAT DEFECTS WILL BE CORRECTED, OR (5) THE PRODUCTS AND SERVICES ASSOCIATED WITH THE SERVICES. THE EVERYDAY SPEECH PARTIES

FURTHER DISCLAIM ALL WARRANTIES, EXPRESS, STATUTORY, OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY QUALITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, THAT YOU OBTAIN FROM EVERYDAY SPEECH OR THE EVERYDAY SPEECH SERVICES SHALL CREATE ANY WARRANTY, REPRESENTATION, OR CONDITION NOT EXPRESSLY STATED HEREIN.

(B) THE EVERYDAY SPEECH PARTIES FURTHER DISCLAIM ALL LIABILITY FOR ANY LOSS OR DAMAGE ARISING OUT OF YOUR USE OF THE EVERYDAY SPEECH SERVICES AND INFORMATION AND CONTENT AVAILABLE THROUGH THE EVERYDAY SPEECH SERVICES. YOUR USE OF THE EVERYDAY SPEECH SERVICES IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY RESULTING LOSS OR DAMAGE, INCLUDING BUT NOT LIMITED TO LOST REVENUE OR PROFITS, ANY LOSS OF DATA, OR DAMAGE TO YOUR COMPUTER FROM VIRUSES THAT MAY BE DOWNLOADED TO YOUR COMPUTER IN THE COURSE OF USING THE EVERYDAY SPEECH SERVICES.

(C) THE EVERYDAY SPEECH PARTIES ALSO DISCLAIM ALL LIABILITY FOR ANY LOSS OR DAMAGE ARISING OUT OF YOUR COMMUNICATIONS OR DEALINGS WITH ANY OF THE BUSINESSES, ADVERTISERS, OR USERS LISTED ON THE EVERYDAY SPEECH SERVICES. YOU ACKNOWLEDGE THAT EVERYDAY SPEECH HAS NO AFFILIATION WITH SUCH BUSINESSES, ADVERTISERS, AND USERS. YOUR COMMUNICATIONS OR DEALINGS WITH SUCH BUSINESSES, ADVERTISERS, AND USERS ARE SOLELY BETWEEN YOU AND THEM, THOUGH EVERYDAY SPEECH RESERVES THE RIGHT TO MONITOR DISPUTES BETWEEN YOU AND THEM.

(D) SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, THE LIMITATION OR EXCLUSION OF IMPLIED WARRANTIES, OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IF YOU RESIDE IN SUCH A JURISDICTION, THE ABOVE LIMITATIONS SHALL APPLY TO YOU TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW.

(E) EVERYDAY SPEECH DOES NOT HAVE ANY OBLIGATION TO VERIFY THE IDENTITY OF THE PERSONS REGISTERING TO USE ITS SERVICES, NOR DO WE HAVE ANY OBLIGATION TO MONITOR THE USE OF ITS SERVICES BY OTHER USERS; THEREFORE, EVERYDAY SPEECH DISCLAIMS ALL LIABILITY FOR IDENTITY THEFT OR ANY OTHER MISUSE OF YOUR IDENTITY OR INFORMATION THAT YOU PERMIT ANY THIRD PARTY TO ACCESS.

(F) EVERYDAY SPEECH IS NOT RESPONSIBLE, AND MAKES NO REPRESENTATIONS OR WARRANTIES, FOR THE DELIVERY OF ANY MESSAGES (SUCH AS POSTING OR TRANSMISSION OF ANY OTHER USER CONTENT) SENT THROUGH EVERYDAY SPEECH TO ANYONE.

## **11. Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE EVERYDAY SPEECH PARTIES BE LIABLE FOR (A) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE, OR CONSEQUENTIAL DAMAGES, (B) LOSS OF PROFITS, (C) BUSINESS INTERRUPTION, (D) LOSS OF OR DAMAGE TO REPUTATION, OR (E) LOSS OF INFORMATION OR DATA REGARDLESS OF LEGAL THEORY, WHETHER OR NOT EVERYDAY SPEECH HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

THE EVERYDAY SPEECH PARTIES' MAXIMUM AGGREGATE LIABILITY TO YOU FOR ANY CAUSES WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION (WHETHER SUCH LIABILITY ARISES DUE TO NEGLIGENCE, BREACH OF CONTRACT, MISREPRESENTATION OR FOR ANY OTHER REASON), WILL AT ALL TIMES BE LIMITED TO THE GREATER OF (I) THE AMOUNT PAID, IF ANY, BY YOU TO EVERYDAY SPEECH IN CONNECTION WITH THE SERVICES IN THE TWELVE (12) MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY OR (II) US \$10.00.

## **12. General Provisions**

**A. Everyday Speech's Consent or Approval.** As to any provision in these Terms or any applicable Additional Terms that grants Everyday Speech a right of consent or approval or permits Everyday Speech to exercise a right in its "sole discretion," Everyday Speech may exercise that right in its sole and absolute discretion. No Everyday Speech consent or approval may be deemed to have been granted by Everyday Speech without being in writing and signed by an officer of Everyday Speech.

**B. Applicable Law.** These Terms and any applicable Additional Terms will be governed by and construed in accordance with, and any Dispute and Excluded Dispute will be resolved in accordance with, the laws of the State of Kentucky, without regard to its conflicts of law provisions.

**C. Indemnity.** You agree to, and you hereby, defend, indemnify, and hold all Everyday Speech Parties harmless from and against any and all claims, damages, losses, costs, investigations, liabilities, judgments, fines, penalties, settlements, interest, and expenses (including attorneys' fees) that directly or indirectly arise from or are related to any claim, suit, action, demand, or proceeding made or brought against any Everyday Speech Party, or on account of the investigation, defense, or settlement thereof, arising out of or in connection with, whether occurring heretofore or hereafter: (i) your User Content; (ii) your use of the Services and your activities in connection with the Services; (iii) your breach or alleged breach of these Terms or any applicable Additional Terms; (iv) your violation or alleged violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities in connection with your use of the Services or your activities in connection with the Services; (v) information or material transmitted through your Device, even if not submitted by you, that infringes, violates, or misappropriates any copyright, trademark, trade secret, trade

dress, patent, publicity, privacy, or other right of any person or entity; (vi) any misrepresentation made by you; and (vii) Everyday Speech Parties' use of the information that you submit to Everyday Speech (including your User Content) (all of the foregoing, "**Claims and Losses**"). You will cooperate as fully required by Everyday Speech Parties in the defense of any Claim and Losses. Notwithstanding the foregoing, Everyday Speech Parties retain the exclusive right to settle, compromise, and pay any and all Claims and Losses. Everyday Speech Parties reserve the right to assume the exclusive defense and control of any Claims and Losses. You will not settle any Claims and Losses without, in each instance, the prior written consent of an officer of an Everyday Speech Party.

**D. Operation of the Services; Availability of Services; International Issues.** Everyday Speech controls and operates the Services from its U.S.-based offices in the United States of America ("USA"). If you use the Services from other locations, you are doing so on your own initiative and are responsible for compliance with applicable local laws regarding your online conduct and acceptable content, if and to the extent local laws apply. We reserve the right to limit the availability of the Services and/or the provision of any content, program, Product, service, or other feature described or available on the Services to any person, entity, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any content, program, Product, service, or other feature that we provide. You and we disclaim any application to these Terms of the UN Convention on Contracts for the International Sale of Goods.

**E. Web Browser Support.** Access to the Website requires the use of a web browser. Everyday Speech recommends the use of "modern" web browsers with release dates within the last 6 months for maximum performance and security. Additionally, Everyday Speech cannot be expected to support all browser extensions. Browser extension compatibility, even for supported browsers, is the responsibility of the user.

**F. Bug Bounty.** Everyday Speech does not currently offer any "bug bounty" program at this time for any reported computer, software, or network vulnerabilities. Any legitimate and valid reported security vulnerabilities will be greatly appreciated, but no compensation can be offered at this time.

**G. Export Controls.** Software related to or made available by the Services may be subject to export controls of the U.S.A. No software from the Services may be downloaded, exported, or re-exported to any country, or to any person, entity, or end-user subject to U.S. export controls.

**H. Government.** For U.S. Government procurement, all Services that constitute or include software are deemed to be commercial computer software as defined in FAR 12.212 and DFARS 227.7202, as applicable, and any successor regulations. Any use, modification, reproduction release, performance, display or disclosure of the software by the U.S. Government will be solely in accordance with the license rights, restrictions and other terms set forth in these Terms.

**I. Severability; Interpretation.** If any provision of these Terms, or any applicable Additional Terms, is for any reason deemed invalid, unlawful, void, or unenforceable by a court or arbitrator of competent jurisdiction, then that provision will be deemed severable from these Terms or the Additional Terms, and the invalidity of the provision will not affect the validity or enforceability

of the remainder of these Terms or the Additional Terms (which will remain in full force and effect). To the extent permitted by applicable law, you agree to waive, and you hereby waive, any applicable statutory and common law that may permit a contract to be construed against its drafter. Wherever the word “including” is used in these Terms or any applicable Additional Terms, the word will be deemed to mean “including, without limitation.”. The summaries of provisions and section headings are provided for convenience only and shall not limit the full Terms.

**J. Communications.** When you communicate with Everyday Speech electronically, such as via e-mail and text message, you consent to receive communications from Everyday Speech electronically. Please note that we are not obligated to respond to inquiries that we receive. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

**K. Investigations; Cooperation with Law Enforcement; Termination; Survival.** Everyday Speech reserves the right, without any limitation, to: (i) investigate any suspected breaches of the Services security or its information technology or other systems or networks, (ii) investigate any suspected breaches of these Terms and any applicable Additional Terms, (iii) investigate any information obtained by Everyday Speech in connection with reviewing law enforcement databases or complying with criminal laws, (iv) involve and cooperate with law enforcement authorities in investigating any of the foregoing matters, (v) prosecute violators of these Terms and any applicable Additional Terms, and (vi) discontinue the Services, in whole or in part, or, except as may be expressly set forth in any applicable Additional Terms, suspend or terminate your access to it, in whole or in part, including any user accounts or registrations, at any time, without notice, for any reason and without any obligation to you or any third-party. Any suspension or termination will not affect your obligations to Everyday Speech under these Terms or any applicable Additional Terms. Upon suspension or termination of your access to the Services, or upon notice from Everyday Speech, all rights granted to you under these Terms or any applicable Additional Terms will cease immediately, and you agree that you will immediately discontinue use of the Services. The provisions of these Terms and any applicable Additional Terms, which by their nature should survive your suspension or termination will survive, including the rights and licenses you grant to Everyday Speech in these Terms, as well as the indemnities, releases, disclaimers, and limitations on liability and the provisions regarding jurisdiction, choice of law, no class action, and mandatory arbitration.

**L. Assignment.** Everyday Speech may assign its rights and obligations under these Terms, the Privacy Policy, and any applicable Additional Terms, in whole or in part, to any party at any time without any notice. These Terms and any applicable Additional Terms may not be assigned by you, and you may not delegate your duties under them, without the prior written consent of an officer of Everyday Speech.

**M. No Waiver.** Except as expressly set forth in these Terms or any applicable Additional Terms, (i) no failure or delay by you or Everyday Speech in exercising any of rights, powers, or remedies under will operate as a waiver of that or any other right, power, or remedy, and (ii) no waiver or modification of any term of these Terms or any applicable Additional Terms will be effective

unless in writing and signed by the party against whom the waiver or modification is sought to be enforced.

**N. Notices and Questions.** You agree that: (A) we may give you notices of new, revised or changed terms and other important matters by prominently posting notice on the home page of the Services, or in another reasonable manner; and (B) we may contact you by mail or e-mail sent to the address provided by you. Everyday Speech may give notice by means of an electronic mail to your e-mail address on record in Everyday Speech's account information, or by written communication sent by first class mail or pre-paid post to your address on record in Everyday Speech's account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to Everyday Speech (such notice shall be deemed given when received by Everyday Speech) at any time by letter to Everyday Speech delivered by nationally recognized overnight delivery service or first-class postage prepaid mail to Everyday Speech, in either case, addressed to:

Everyday Speech

1515 E Cesar Chavez St Unit 100, #1008, Austin, TX 78702

**O. Call Monitoring and Recording.** For quality assurance, we may record and/or monitor incoming calls to, and outgoing calls from, Everyday Speech. By accepting these Terms, you also consent to any and all call recording and monitoring performed by Everyday Speech or our agents, employees and/or affiliates.

### **13. Questions of Additional Information**

If you have a question regarding using the Services, you may contact Everyday Speech Customer Support by sending an e-mail to [support@everydayspeech.com](mailto:support@everydayspeech.com). You acknowledge that the provision of customer support is at Everyday Speech's sole discretion and that we have no obligation to provide you with customer support of any kind.

## **SOCIAL LEARNING PLATFORM APPLICATION PRIVACY POLICY**

**<https://slp.everydayspeech.com/>**

**Last Updated: July 12, 2024**

This Privacy Policy applies only to the Everyday Speech Social Learning Platform Application offered at <https://slp.everydayspeech.com> (the “Platform” or the “Everyday Speech Platform”). This Privacy Policy does not apply to our website at <https://www.everydayspeech.com> (the “Website”). The Privacy Policy for the website may be found here <https://www.everydayspeech.com/privacy>.

The Platform is a web and mobile-based platform designed to provide educators and students with a comprehensive, online social learning curriculum. The Platform is owned and operated by Everyday Speech, LLC, a Massachusetts limited liability company (“everydayspeech.com”, “Everyday Speech”, “Company”, “we”, “us” or “our”). Everyday Speech is committed to protecting your (collectively, “you,” “your”) personal information. We provide this Privacy Policy to inform you, the administrators, educators, and students who may interact with our Platform, of the types of information we collect, how we may use that information, and how we share it.

Capitalized terms are defined throughout this Privacy Policy. Some provisions of this Privacy Policy might only apply to these specific types of users, people or entities:

- “Customer” refers to the employer, organizational or educational institution that has signed up for the Platform. If you have directly signed up for the Platform or otherwise purchased Platform services then you are the Customer. If you are an employee, contractor or any other type of authorized representative of the Customer and are accessing the platform in that capacity, then the provisions of the Privacy Policy for the customer’s data will also be for your data.
- “Student” refers to any children, students, or anyone else who has a student account or student information administered by the Customer in the Platform.

Our use of your personal information may also be governed by a separate written agreement between us and the Customer regarding their right to use the Platform (a “Customer Agreement”). To the extent that the terms and conditions contained in the applicable Customer Agreement conflict with the terms and conditions contained in this Privacy Policy, the terms and conditions contained in the applicable Customer Agreement shall govern our collection, use, and sharing of your personal information.

By using or accessing the Platform, you agree to the terms of this Privacy Policy.

## Information We Collect and How We Collect It

### Information You Provide

We collect and store information that you voluntarily provide to us, as well as data related to your use of the Platform. When you use the Platform, you may choose to provide us with:

- **User Account Information** including first name, last name, email address, username, and password.
- **Payment and Transactional Data** including the financial information required to process payments, collected by our payment processor, such as name, payment card information, bank account number, and billing information.
- **Student Information.** including the optional information that you or the Customer provide about students such as first name, last name, email, session group information, assignments, session information, performance, observational notes, the Platform username and password, and student-generated content, such as student responses to open-ended questions in an interactive activity.
- **Information or Support Requests** including the information you provide when you contact us for support or to request information such as your name, username, address, telephone number, email address and other information from which your identity is or may be discernible.
- **Customer Information** including contact information for administrators or finance personnel as part of the setup and provision of services.
- **Platform User Communication** including any information shared between users of the same Customer, which could include sensitive information, personally identifiable information, education records, or protected health information.
- **Surveys and User Research** including any responses that you elect to share that answer questions provided by us as feedback on the Platform and its services.

### Information We Collect Automatically

When you use the Platform, our system automatically captures certain information. The information collected from your browser may include your Internet Protocol (IP) address, which browser type and version you are using, the name of the domain and host you are using to access the internet, the type of device you are using, and your device's unique device ID. Additionally, we may collect the pages of the Everyday Speech Platform you visit, the time spent on each page, the activities on each page you engage with, and the access times and dates for each visit. We collect this data automatically to monitor and improve the Platform. We collect this data with features such as:

- **Cookies.** We may use cookies, persistent data files provided by the application to your computer or mobile device, to help us better understand your usage of the application and aggregate performance and activity data over time.
- **Analytics.** We may use third-party service providers to help us better understand and use

automatically collected information.

Our use of cookies and analytics technologies allows us to better service your usage of the application.

### **Information Provided About You**

We may receive information about you from the Customer such as when they share user account information to connect you to the Platform. Additionally, we may supplement the information we collect with records from third parties, such as a single-sign-on provider, for purposes, including to help us correct our records, to enhance our ability to serve you, or to help detect and prevent fraud. We may also supplement Customer information from third parties to tailor the Platform and other communications to you.

To the extent we combine information we receive from those sources with your personal information, the combined information will be treated as personal information under this Privacy Policy, unless we have disclosed otherwise.

### **Using the Information We Collect**

We collect personal information to provide the Platform to our customers. We may use personal information as follows:

- **Provision of the Platform.** We may use your personal information and usage information to support the delivery of our services on the Platform.
- **Support the Platform.** We may use the information you provide us to service any customer support you request, including troubleshooting problems and monitoring such requests.
- **Improve the Platform.** We may use the information you provide us to customize, measure, and improve the Platform through various analytical methods and user research.
- **Announce updates to the Platform.** We may occasionally share information with Customers about new products and features. You may remove your name from our product announcement list to stop receiving these feature and product improvement notifications.
- **Protect the Platform.** We may need to use the information to protect our rights, prevent fraud, and keep the security of Everyday Speech, our employees, our customers, and your data.

### **Can We Use De-Identified Information?**

In addition to the uses of personal information above, we may remove the identifiable parts of your information to create de-identified forms (“De-identified Information”). This process involves removing or masking details such as names, geographic location, student-generated content and any other data that can be used to trace back to a specific student or school, with or without additional context about that student. De-identified Information may be compiled with other data in aggregated forms. We use this De-identified Information in the following ways:

- **Improving Our Services:** We may use De-identified Information for improving our product and services including to the Platform as well as sharing it with our third-party service providers to help us better deliver and improve our services to you.
- **Compliance and Reporting:** We may use aggregated De-identified Information to compile reports that demonstrate compliance with educational standards, regulations and the Platform's effectiveness. These reports may be shared with interested parties, potential or current customers, or published online to showcase the impact and efficacy of our services.
- **Research:** We may aggregate De-identified Information to conduct research aimed at developing new educational tools and resources or describing trends and patterns. This research may be used internally, published online, or presented at industry conferences and other educational research seminars.

## **How Do We Share The Information We Collect?**

We do not sell, rent or trade your personally identifiable information to third parties. We use third-party service providers to provide you with the Platform, and will share personally identifiable information with them as reasonably necessary to provide you the service requested. We may be required to share personal information with law enforcement as required to do so by court order or other legal process to comply with statutes or regulations, to enforce our Terms of Use, or if we believe in good faith that disclosure is necessary or appropriate to protect the rights, property, or safety of our users, our customers, and Everyday Speech.

As a part of business transfers, such as mergers or acquisitions, it is possible that our assets are merged with or acquired by a third party. Your personal information will likely be one of the transferred assets for uses, such as continuing to provide Platform services.

Information collected by or sent to us is stored and processed in the continental United States. If you access the Platform outside of the United States, we reserve the right to transfer your personal information outside of the country where you reside and/or from which you use the Platform to the United States. By using the Platform, you consent to any such transfer of information to the United States.

## **Children's Privacy**

We value and strive to follow additional privacy protections with respect to personal information we may collect from children under the age of 13. When we intend to collect personal information from children, we take additional steps to protect children's privacy as more specifically set forth in this section. This section of the Privacy Policy is in accordance with the U.S. Children's Online Privacy Protection Act ("COPPA") and outlines our practices in the United States regarding our collection, use, and disclosure of children's personal information.

## **The Information We Collect From Children**

In addition to the personal information we collect as provided in this Privacy Policy, with respect to children under the age of 13 we may collect certain personal information of a child using the Platform, such as learning, tutoring, or support activities. See the “Student Information” under the “Information we collect and how it is collected” section for information on the data we collect. All of the children’s personal information (“Children’s Information”) is considered Student Information, because we collect the information as authorized by an educational institution and we limit the use of the information to an educational context.

The Children’s Information will then be associated with other personal information about the child that we maintain in the account created by the child’s educational institution to which the child belongs. We will retain Children’s Information only for as long as is reasonably necessary to fulfill the purpose(s) for which the information was collected. We will not require a child to provide more information than is reasonably necessary to provide the services, and their personal information will only be used for the purposes set forth in this policy and any additional agreements with the Customer and not for other commercial purposes.

### **How We Use and Disclose Children’s Information**

We use and disclose the Children’s Information to provide the Platform and as described in the section of this Privacy Policy entitled “How We Use and Disclose Information.” Generally, we may disclose and share Children’s Information with our service providers that enable us to provide the Platform and the teacher or educational institution to which the child belongs. We do not sell Children’s Information, use it for targeted advertising, or advertise to children on our platform.

### **Consent for the Collection, Use, and Disclosure of Children’s Information**

We collect personal information about Students under the age of 13 solely through the authorization of the Customer. When a school or district partners with us, they act as the primary custodian of Children’s Information, providing consent on behalf of parents or guardians. This delegated consent process allows schools to manage and control the sharing of Children’s Information with our services. We expect that the Customer will provide parents with a notice of this arrangement.

### **Compliance with U.S. Student Privacy Laws**

Everyday Speech is committed to complying with applicable U.S. federal and state laws governing students’ privacy, including the Family Educational Rights and Privacy Act (“FERPA”)( 20 U.S.C. § 1232g; 34 CFR Part 99 ), the Pupil Privacy Protection Amendment (PPRA) and COPPA. The Customer is responsible for consent or notification in instances where parental or guardian consent or notification is required.

Customers subject to FERPA agree that Everyday Speech is under their direct control with respect to use and control of applicable education records and that they shall maintain this

relationship as required by FERPA. Everyday Speech agrees to be bound by the relevant provisions of FERPA, including that we will remain under the “direct control” of the Customer, with respect to the use and handling of “education records” as the term is used in FERPA and will use education records only for authorized purposes.

### **Retention of Your Information**

We will retain your personal information for as long as necessary to fulfill any of the legal, contractual, or business purposes for which we collected the personal information as listed in this Privacy Policy.

You can choose to cancel or delete your entire account at any time. If you choose to cancel, we will retain your data in case of reactivation for no longer than 120 days. We may retain Customer profile information for a commercially reasonable time for backup, archival, or audit purposes, but any and all identifiable Student Information associated with the Customer will be deleted.

### **Security**

We have a multi-tiered approach to protecting your personal data that includes organizational and technical safeguards. Our security program aligns with the National Institute of Standards and Technology Cybersecurity Framework (NIST CSF). We rely on this industry standard to guide us on protecting the personal information submitted to or collected by us, both during transmission and once we receive it. We aim to protect personal data against known and anticipated threats through policies and controls. Our security controls include industry-standard data encryption in transit and at rest, role-based access controls, and web application firewalls. Everyday Speech restricts access to personal data to a need-to-know basis and maintains a disciplinary process for any violations.

### **Jurisdiction Specific Disclosures**

Some jurisdictions may require additional disclosures. To view our jurisdiction specific disclosures and determine whether they apply to you, visit <https://everydayspeech.com/state-privacy-notice>.

### **Updates of this Privacy Policy**

Each time you use or access the Platform, the current version of the Privacy Policy will apply. We will occasionally update this Privacy Policy to reflect changes in our Platform and/or business practices. Unless otherwise stated, our current Privacy Policy applies to all information that we have about you. You will be notified at least 30 days in advance of any material changes to our Privacy Policy coming into effect. Customers with concerns on any changes should reach out to their account representative to have them addressed within those 30 days. The “last updated” date at the top of this policy indicates when it was last revised.

## **Governing Law**

This Privacy Policy is governed by the laws of the Commonwealth of Massachusetts, without giving effect to any principles of conflict of law.

## **Contact Us**

To contact us with your questions or comments regarding this Privacy Policy or our information collection and dissemination practices, please contact us at: [privacy@everydayspeech.com](mailto:privacy@everydayspeech.com) or 617-564-3143.

VENDOR: Everyday Speech LLC

Signature: *Kyle Lawrence*

Title: Director of Business Operations

Date: 05/26

CUSTOMER:

Signature: \_\_\_\_\_

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

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






# Kenton Copy Everyday Speech - Terms of Service & Platform Privacy Policy Contract 2025

Final Audit Report

2026-05-27

Created:	2026-05-27
By:	Luke Ferree (luke@everydayspeech.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8MJIS4R44WVw8mvlJySDCNffaLDcMMC9

## "Kenton Copy Everyday Speech - Terms of Service & Platform Privacy Policy Contract 2025" History

-  Document created by Luke Ferree (luke@everydayspeech.com)  
2026-05-27 - 11:59:04 AM GMT
-  Document emailed to Kyle Lawrence (kyle@everydayspeech.com) for signature  
2026-05-27 - 11:59:10 AM GMT
-  Email viewed by Kyle Lawrence (kyle@everydayspeech.com)  
2026-05-27 - 2:59:48 PM GMT
-  Document e-signed by Kyle Lawrence (kyle@everydayspeech.com)  
Signature Date: 2026-05-27 - 3:01:29 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE
-  Agreement completed.  
2026-05-27 - 3:01:29 PM GMT