

**BROKEN ARROW PUBLIC SCHOOLS**  
*Educating Today*  *Leading Tomorrow*

Contract Committee Review Request  
 MUST BE COMPLETED IN FULL

Date: June 5, 2024

Contract/Agreement Vendor: EdPuzzle

Name of Vendor & Contact Person

Marcia Flynn, marcia@edpuzzle.com

Vendor Email Address

Software for Online learning and lessons

Describe Contract (Technology, program, consultant-prof Development, etc.)

Please use Summary below to fully explain the contract purchase, any titles, and details for the Board of Education to review.

**Students and Teachers**

Reason/Audience to benefit

June 6/24/24

BOE Date


\$ 2,940.00

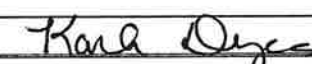
Amount of agreement

Person Submitting Contract/Agreement for Review: Christine McMorris

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator: 

Does this Contract/Agreement utilize technology? YES/NO NO  
 If yes, Technology Admin: 

Leadership Team Member: 

Funding Source: Fund 11 001-2410-653-000-0000-000-700  
Fund/Project OCAS Coding

The renewal cost of a 1 year interactive video lesson subscription service, which will be paid from Instructional Funds. The dates of services will be for 1 fiscal year - 7/1/2024 - 6/30/2025.

**Consent**

**Action**

**Summary** This area must be complete with full explanation of contract

*The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:00a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.*



268 BUSH STREET #4422  
 SAN FRANCISCO, CA 94104  
 UNITED STATES

Bill To Name	Broken Arrow Freshman Academy	Quote Number	00070278
Bill To	301 W New Orleans	Quote Created	3/24/2024
	Broken Arrow, OK 74011	Quote Expires	7/17/2024
	US	Prepared By	Marcia Flynn
		Email	marcia@edpuzzle.com

Product	Period	Item Description	Sales Price	Quantity	Total Price
Pro School	1 year	Unlimited access to Edpuzzle, school-wide.	\$2,940.00	1.00	\$2,940.00
				Subtotal	\$2,940.00
				Grand Total	\$2,940.00

Quote is for fiscal year 7/1/2024 – 6/30/2025

**FAQ's**

**Does Edpuzzle accept purchase orders?**

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

**What payment methods does Edpuzzle accept?**

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

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

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

**Terms & Conditions**

(1) This quote is pre-tax, it doesn't include any local and/or state taxes. Applicable taxes may not be included in our invoice, and customer may be responsible for those taxes. If you are a tax exempt customer, please provide the applicable Tax Exempt Certificate document along with your purchase order.

(2) All spots from the license will expire at the end of the term, regardless of effective use or not.

(3) Each spot is assigned to one teacher and cannot be replaced by another teacher on a general basis.

(4) This agreement supplements EDpuzzle, Inc.'s Terms of Service (<https://edpuzzle.com/terms>) and Privacy Policy (<https://edpuzzle.com/privacy>), which shall rule provision of the service to the customer.

(5) This agreement will automatically renew at the end of each term for a further term of one (1) year unless either party gives the other written notice of termination at least thirty (30) days prior to the end of the relevant term.

## Request for Taxpayer Identification Number and Certification

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

**Give form to the requester. Do not send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

<b>Print or type.</b> <i>See Specific instructions on page 3.</i>	<p><b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <p><b>Edpuzzle, Inc.</b></p> <p><b>2</b> Business name/disregarded entity name, if different from above.</p>	
	<p><b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes</p> <p><input type="checkbox"/> Individual/sole proprietor    <input checked="" type="checkbox"/> C corporation    <input type="checkbox"/> S corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)</p> <p><b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions)</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p style="text-align: right;"><i>(Applies to accounts maintained outside the United States.)</i></p>
	<p><b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/></p>	
	<p><b>5</b> Address (number, street, and apt. or suite no.). See instructions.</p> <p><b>268 Bush Street #4422</b></p> <p><b>6</b> City, state, and ZIP code</p> <p><b>San Francisco, CA 94104</b></p> <p><b>7</b> List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

### Part I Taxpayer Identification Number (TIN)

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

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

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									
6	8		0	6	8	3	3	9	0

### Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person	Date <b>03/26/2024</b>
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## General Instructions

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

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

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



## Overview

**Last updated January 22, 2024: we have edited our Terms of Service to include a new third-party integration. Please read our Terms of Service and Privacy Policy carefully and reach out to [support@edpuzzle.com](mailto:support@edpuzzle.com) should you have any questions.**

The following are the terms and conditions ("Terms of Service") that define the relationship between EDpuzzle, Inc. (operating as Edpuzzle ("Company," "Edpuzzle," "we," or "us")) and you, and govern your use of Edpuzzle's Services. The term "you" shall refer to the individual end-user or, where applicable, to the company, institution or other legal entity utilizing the Services.

If you have any questions or concerns about these Terms of Service or how we protect our community, please contact us at [support@edpuzzle.com](mailto:support@edpuzzle.com) – we'd love to help!

If you are a direct competitor of Edpuzzle, you may not access the Services except with our prior written consent. Unless expressly conceded in writing, you may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

## Agreeing to Our Terms

Thank you for your interest in Edpuzzle, which owns and operates the services offered on [edpuzzle.com](https://edpuzzle.com) ("Edpuzzle Website") and any associated applications ("Edpuzzle Apps") or products and services (e.g. the "Edpuzzle Blog") that the Company may provide now or in the future (collectively, the "Service" or "Services").

When using the Service, you will also be subject to the **Edpuzzle Privacy Policy (/privacy)** and any published guidelines, policies or rules applicable to our website or apps, which may be posted at any time (collectively the "Guidelines"). These Terms of Service and our Privacy Policy, including any other Guidelines and future modifications (collectively, the "Agreement"), govern your use of the Service and are a legal contract between you and Edpuzzle. By signing up for an account on, or otherwise accessing or using the Edpuzzle Service, you acknowledge that you have read and agree to be bound by this Agreement. If you are using the Service on behalf of a school, institution, company or organization that has a separate written agreement with Edpuzzle, that agreement shall govern your use of the Service, and all matters not covered by said agreement will be supplemented by and subject to our Terms of Service, Privacy Policy and related Guidelines. We

reserve the right to monitor your account and usage of our Services to enforce the terms of this Agreement. Your use of our Service constitutes your agreement to such monitoring. Breaches of these terms can result in immediate account termination and further legal action, as well as the imposition of financial penalties at our discretion. We reserve the right to refuse to create an account or to delete an account at our discretion.

If you are entering into this Agreement on behalf of a company, institution or other legal entity, you acknowledge that you have the authority to bind said entity to these terms and conditions, in which case the terms “you,” “your” or “Member” shall refer to said entity. If you do not have such authority, or if you do not agree with these terms and conditions, you must not accept this Agreement and may not use the Service, and Edpuzzle shall not be responsible for any use you make of the Service without the pertinent authorization.

EDUCATIONAL INSTITUTIONS UTILIZING THE SERVICE MUST MONITOR THE RIGHTS AND INTERESTS OF THEIR STUDENTS AND MUST THEREFORE TAKE SPECIAL CARE IN THE REVIEW OF THIS AGREEMENT. EDPUZZLE SHALL NOT BE RESPONSIBLE FOR ANY NEGLIGENCE OF THE EDUCATIONAL INSTITUTION IN THE REVIEW OF THIS AGREEMENT. WHERE APPLICABLE AS PER PRIVACY REGULATIONS, PERTINENT CONSENT FROM PARENTS, LEGAL GUARDIANS OR ELIGIBLE STUDENTS PRIOR TO UTILIZING THE SERVICE MAY BE REQUIRED.

**U.S. Educational Institutions and Parental Consent:** If you or your school decide to utilize the Service with students under the age of thirteen (13), COPPA requires to either obtain parental consent or for the school to consent on behalf of the children's parents, which is commonly referred to as "School Consent." At the same time, yet subject to exceptions, FERPA prohibits schools from disclosing personally identifiable information from a student's education record to a third party without written consent from the parent or eligible student. . Typically, schools are exempted from obtaining parental consent under FERPA when Edpuzzle is identified as a "school official," meaning Edpuzzle is performing an institutional service or function for which the school would otherwise use its own employees. Edpuzzle complies with both COPPA and FERPA regulations when it comes to parental consent required to utilize the Service in an educational context. Please note, however, that the previous statements do not constitute legal advice, and we recommend you seek guidance from the school's designated legal counsel if you have any concerns or inquiries regarding compliance with COPPA, FERPA, and other applicable privacy regulations.

**European Educational Institutions and GDPR:** According to article 8 of the GDPR, minors shall be entitled to give valid consent only if they are 16 years old or older (unless Member States have set a lower age limit which, nonetheless, cannot be under 13 years old). Under that age limit, processing of personal information related to minors shall be subject to parental consent when consent is the lawful basis to process children's education data. Schools are in control of their students' personal information and are obliged to take all necessary measures for protecting said information. In terms of the GDPR, schools are data controllers and thus determine the purposes and means of the processing of student personal data. As a consequence, and as per GDPR/UK GDPR regulations, European educational institutions must inform students and their parents

accordingly about what personal data is processed, the lawful basis for processing, which are the purposes of collection, how data is used, and to which third parties it is disclosed, including Edpuzzle. Please note, however, that the previous statements do not constitute legal advice, and we recommend you seek guidance from the school's designated Data Protection Officer/legal counsel if you have any concerns or inquiries regarding compliance with GDPR/UK GDPR and/or other applicable regulations.

## **Privacy**

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

## **Account Creation, Use and Security**

As a condition to using the Service, you may be required to create an account with Edpuzzle and select a password and username or provide additional contact information ("Login Credentials"). You affirm, acknowledge, and agree to the following when creating and using your account on Edpuzzle:

- You must provide Edpuzzle with accurate, truthful, and complete information, and you agree to update it as necessary to ensure its accuracy and completeness. Each registration for an account with our Service is for a single user only.
- Teacher accounts are restricted to individuals who have reached the age at which they are legally recognized as an adult in their jurisdiction.
- You agree not to share your account or Login Credentials with any other person or entity. You also agree not to let any other person or entity access or use your account.
- You are solely responsible for maintaining the confidentiality of your Login Credentials and for all activities that occur under your account. You agree to notify us immediately of any unauthorized use of your account or any other breach of security.
- When creating or using your account, you may not select or use the name of another person with the intent to impersonate that person. You will not provide any false information or create an account for anyone other than yourself.

- You may not transfer your account to anyone without the express prior written consent from Edpuzzle.

In the event of unauthorized account sharing, we reserve the right to take any and all actions we deem necessary and appropriate, up to and including the temporary or permanent suspension/ban of your account. Furthermore, if you have a Pro Teacher account (or any other kind of teacher account with unlimited storage space) and we detect that your account is being shared amongst multiple users, we reserve the right to charge you for a pro subscription equivalent to the number of individuals found to be sharing the account, and/or any additional fees, penalties, or charges related to such unauthorized usage.

## Using the Service

Subject to the terms and conditions set forth in the Agreement, Edpuzzle gives you permission to access and use the Service that you select through the applicable sign-up process. The Service is available for your personal, non commercial use.

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

Access to and use of the Service itself is currently free, but in the future, we may offer new or additional special features which Edpuzzle may charge for. Additionally, the right to access and use the Service is revoked in jurisdictions where it may be prohibited, if any exist.

EDPUZZLE IS UNDER NO OBLIGATION TO PROVIDE ITS SERVICES. IT IS THE SOLE RESPONSIBILITY OF THE TEACHER, EDUCATIONAL INSTITUTION OR ORGANIZATION TO BE PREPARED TO CONDUCT ANY TEACHING AND/OR TEACHING-RELATED ACTIVITIES WITHOUT ACCESS TO THE EDPUZZLE SERVICE.

## Your Pledge

You affirm, acknowledge and agree that you will not provide any User Submissions (content you create using the Service) or otherwise use the Service in a manner that (i) infringes, violates or misuses another's intellectual property rights, rights of publicity or privacy, or other rights; (ii) violates any international, federal, state or local law, statute, ordinance or regulation or which would render the Company in violation of any applicable laws or regulations (iii) is harmful, fraudulent, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, or

otherwise objectionable; or (iv) jeopardizes the security of your account in any way, such as allowing someone else to access or use your account or Login Credentials; or (v) is otherwise in breach of the terms and conditions outlined in this Agreement. Additionally, you affirm, acknowledge and agree that you possess all the rights necessary to provide your User Submissions and grant the Company the above rights.

## Your Information and Content

In the course of using the Service, you and other users may provide or post certain content or information which Edpuzzle may use in connection with the Service and which may be visible to certain other users ("User Submissions"). Additionally, when the Service is utilized by an educational institution managing student "Educational Records," some User Submissions may be deemed part of said education records (as defined in the "FERPA and Student Data" section below).

You retain all ownership rights for any User Submissions. Edpuzzle does not claim any ownership rights over User Submissions. Nevertheless, if your educational institution, company or organization has purchased a Pro Upgrade and granted you access to Edpuzzle's Pro features, it is possible that your institution, company or organization owns all intellectual property rights inherent to your content, depending on the contents of your employment agreement or the organization's internal regulations. **EDPUZZLE SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS MADE BY YOUR EDUCATIONAL INSTITUTION, COMPANY OR ORGANIZATION AS TO THE OWNERSHIP OF CONTENT ASSOCIATED TO YOUR ACCOUNT, AND ANY CLAIMS IN THAT REGARD SHOULD BE DIRECTED TO THE EDUCATIONAL INSTITUTION, COMPANY OR ORGANIZATION AND NOT EDPUZZLE.**

Without prejudice to the foregoing, Edpuzzle will not heed any deletion requests of "teacher accounts" or "teacher content" made by the educational institution, company or organization, as this should be handled by the educational institution, company or organization itself in accordance with its internal regulations or teacher employment agreements.

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

- use, copy, store, distribute, publicly display, modify, and create derivative works (such as changes we make so that your content works better with our Service) from such User Submissions as necessary to provide, improve and make the Service available to you and other users, including through any future media in which the Service may be distributed;



- use and disclose metrics and analytics regarding the User Submissions in an aggregate or other non-personally identifiable manner (including, for use in improving our Service or for marketing and business development purposes);
- use any User Submission (including any Education Record) that has been de-identified for any product development, research or other purpose; and
- use User Submissions for the data processing purposes outlined in our Privacy Policy.

You are responsible for making sure that you have all the rights for your User Submissions, including the rights necessary for you to grant us the aforementioned licenses to the User Submissions.

The above license will terminate when you delete any User Submissions with intellectual property rights (“IP content”), like photos or videos, you or your institution (as defined below) deletes an Education Record, you delete any personal information, or you delete your account, unless your content has been shared with others and they have not deleted it, or your content is part of an Education Record still under the control of your institution (e.g., co-teaching). If you would like to delete any videos that may contain personal information regarding your identity, please review the “How can I delete my account?” section of our Privacy Policy and follow the steps to request deletion.

When you delete IP content, Education Records, or personal information, it is deleted in a manner similar to emptying the recycle or trash bin on a computer. However, you understand that any removed User Submission may persist in backup copies for a reasonable period of time. Note that the information contained in Edpuzzle's security backups or copies will not be available or accessible to others.

All information posted or transmitted through the Service is the responsibility of the person that posted it, and we will not be liable for any errors or omissions in any content. Edpuzzle cannot guarantee the identity of any other users with whom you may interact in the course of using the Service, or the authenticity of any data which users may provide about themselves. Please note, however, that our system only allows student user accounts to interact with their teacher. This also means that student user accounts cannot interact with other student user accounts, even if they are part of the same classroom. You acknowledge that all content accessed by you using the Service is at your own risk and you will be solely responsible for any damage or loss to any party resulting therefrom. **WE DO NOT GUARANTEE THAT WE WILL PUBLISH ANY OF YOUR USER SUBMISSIONS, AND RESERVE THE RIGHT TO REMOVE USER SUBMISSIONS FROM THE SERVICE AT ANY TIME, FOR ANY REASON, AND AT OUR SOLE DISCRETION.**

Our automated systems analyze your User Submissions (including emails) to provide you personally relevant product features, such as customized search results, and for spam and malware detection. This analysis occurs as the content is sent, received, and when it is stored. Edpuzzle

will not analyze any Educational Records for the purpose of providing behaviorally-targeted advertising to students, yet the aforementioned shall not be construed to limit Edpuzzle's ability to use Educational Records for adaptive learning or customized student learning purposes.

We always appreciate your feedback or other suggestions about Edpuzzle, but you understand that we may use your feedback or suggestions without any obligation to compensate you for them.

## **Ownership of Edpuzzle Teacher Accounts**

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

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

## **Additional Terms by User Types**

### **Students**

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

- Only students who have been invited by their teacher, school, or district may use the Service. You may not access or use the Service unless you are invited by a teacher, school, or district who is authorized to give you access to the Service.
- Subject to our Privacy Policy, we request minimal personal information to be provided from students to enable use of the Service. If you are a student, please do not provide any personal information about yourself to us, other than what we request from you when you sign up for the Service.
- The Children's Online Privacy Protection Act ("COPPA") prohibits online service providers from knowingly collecting personally identifiable information from children under 13 years of age

without verifiable parental consent or notice as applicable (“Consent”). Edpuzzle only collects, uses, shares, and retains personal student information for purposes for which we were authorized by the educational institution/agency and/or teacher.

## Teachers

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

- You understand and acknowledge that COPPA prohibits online service providers from knowingly collecting personally identifiable information from children under 13 years of age without Consent, and you understand that we only collect, use, share and retain student personal information for purposes for which we were authorized by the educational institution/agency or teacher.
- You acknowledge and agree that you have school consent to allow children under 13 years of age to use the Service. Access to the Service is limited to those student users from whom school personnel has received, where mandatory per applicable laws, valid Consent forms and complies with all parental requests regarding the collection, use and disclosure of such child’s information. School Personnel or the educational institution are responsible for providing parental consent forms to the parents of potential student users, for confirming receipt of valid consent forms for each child before granting the student access to the Service, and for retaining such consent forms on file. If a user’s parent does not consent or rescind such School Consent, school personnel or the educational institution shall immediately notify Edpuzzle to discontinue that student’s access to the Service and ensure that such student’s information is no longer accessible through the Services.
- You agree, as applicable, that you are acting on behalf of (or have permission from) your Institution to enter into this Agreement and to use the Service as part of your curriculum.
- You agree that you are responsible for maintaining and monitoring the accuracy of the list of students for each of your classes. By way of example, you will only retain students in your classroom as long as it is reasonably needed for their educational development.
- You acknowledge and agree that, in order to guarantee the privacy and security of your students’ data and provide them with the best possible experience through the Edpuzzle Apps, you will make sure your students use the latest versions available in the Play and Apple Store.

ONLY PERSONNEL WHO ARE CURRENT EMPLOYEES OF THE INSTITUTION MAY USE THE SERVICE ON THE INSTITUTION’S BEHALF. UPON TERMINATION OF A TEACHER, AIDE, TRAINER, OR OTHER STAFF MEMBER’S

EMPLOYMENT WITH THE INSTITUTION, SUCH INDIVIDUAL MUST RETURN AND CEASE USING ALL LOGIN DETAILS AND STUDENT ACCESS HE OR SHE HAS IN HIS OR HER POSSESSION. EDPUZZLE SHALL NOT BE RESPONSIBLE FOR THE MISUSE OF THE SERVICE BY INSTITUTION PERSONNEL AND SHALL NOT BE HELD ACCOUNTABLE FOR TEACHERS, AIDES, TRAINERS, OR OTHER STAFF MEMBERS OF THE INSTITUTION NOT RETURNING STUDENT EDUCATION RECORDS, AND/OR NOT RETURNING AND CEASING TO USE ALL LOGIN DETAILS AND STUDENT ACCESS THEY HAVE IN THEIR POSSESSION, UPON TERMINATION OF THEIR EMPLOYMENT AGREEMENT WITH THE INSTITUTION.

## **Co-Teaching**

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

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

## **FERPA and Student Data**

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

As school personnel or the Institution providing Directory Information or any Education Record to Edpuzzle, you acknowledge, affirm and pledge to Edpuzzle, as applicable, that your Institution has:

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

Edpuzzle will never share Education Records with third parties except (i) as directed by an Edpuzzle user (i.e., teacher sharing with another teacher or parent); or (ii) to our service providers that are necessary for us to provide the Service, as stated in our Privacy Policy. Education Records are never used or disclosed for third-party advertising or any kind of first- or third-party behaviorally-targeted advertising to students or parents. Additionally, information collected directly from a student using Edpuzzle is never used or disclosed for third-party advertising, or any kind of first- or third-party behaviorally-targeted advertising, and personal information collected from a student is never sold or rented to anyone. This section shall not be construed (i) to prohibit Edpuzzle from marketing or advertising directly to parents, where applicable, so long as the marketing or advertising did not result from the use of Education Records to provide behaviorally-targeted advertising or (ii) to limit the ability of Edpuzzle to use student information or Education Records for adaptive learning or customized student learning purposes.

Edpuzzle may use Education Records that have been de-identified for product development, research or other purposes (“De-Identified Data”). De-Identified Data will have all direct and indirect personal identifiers removed. Edpuzzle agrees not to attempt to re-identify the De-Identified Data and not to transfer the De-Identified Data to a third party unless that party agrees not to attempt re-identification.

## GDPR and Minors

The EU General Data Protection Regulation (GDPR) determines that the processing of personal data of a child residing in the European Union shall be lawful where the child is at least sixteen (16)

years old, unless Member States have provided, by law, a lower age that is not below thirteen (13) years.

YOU ACKNOWLEDGE, AFFIRM AND PLEDGE TO EDPUZZLE THAT YOU OR YOUR INSTITUTION HAVE OBTAINED ALL NECESSARY PARENTAL OR ELIGIBLE STUDENT WRITTEN CONSENT TO SHARE THE PERSONAL DATA OF YOUR STUDENTS WITH EDPUZZLE WHEN CONSENT IS THE APPLICABLE LAWFUL BASIS, IN EACH CASE, SOLELY TO ENABLE EDPUZZLE'S OPERATION OF THE SERVICE.

If you have any issues with Edpuzzle's principles set out in these terms, please reach out to [privacy@edpuzzle.com](mailto:privacy@edpuzzle.com). We will respond to your complaints within one (1) month . If your complaint cannot be resolved through our internal processes, we will direct you to the state or national data protection authority in the jurisdiction where you reside.

## **Edpuzzle Technology and Content Copyright**

'The Service and the Edpuzzle Technology are intended solely for the personal, non commercial use of our users and may only be used in accordance with this Agreement. "Edpuzzle Technology" means all past, present and future content of the Service, including but not limited to, all the software, hardware and technology used to provide the Service (including Edpuzzle proprietary code and third-party software), user interfaces, materials displayed or performed on the Service, such as videos, text, graphics, articles, photographs, images, illustrations and the design, structure, sequence and "look and feel" of the Services, and all other intellectual property, including all Edpuzzle Marks and Edpuzzle Originals. "Edpuzzle Marks" are the trademarks, service marks, logos, or any other trade name, trademarks, service marks and other distinctive or proprietary brand features of Edpuzzle.'

Edpuzzle Technology is protected by copyright and other intellectual property laws. You are not allowed to use, store, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, create derivative works from, display, license, sell or otherwise exploit the Edpuzzle Technology for any purposes other than as expressly permitted under this Agreement. You will not decompile, reverse engineer, or otherwise attempt to obtain the source code of any Edpuzzle Technology.

Using our Service does not give you ownership of any intellectual property rights in our Service or the Edpuzzle Technology. You may not use content from our Services, including User Submissions, unless you obtain permission from its owner or are otherwise permitted by law. These terms do not grant you the right to use any Edpuzzle Marks or Edpuzzle Originals. Do not remove, obscure, or alter any copyright or other legal notices displayed in or along with our Services.

You may download a single copy of the Edpuzzle App for personal, non commercial use only.

## Use Restrictions

### User Responsibilities

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

- You will only use the Service as permitted by law.
- You will not post unauthorized commercial communications (such as spam or advertisements) on or through the Service.
- You will not collect users' content or information, or otherwise access the Service, using automated means (such as harvesting bots, robots, spiders, or scrapers) without our prior permission.
- You will not engage in unlawful multi-level marketing, such as a pyramid scheme, on the Service.
- You will not upload viruses or other malicious code, files or programs.
- You will not share your account or Login Credentials with any other person or entity.
- You will keep your Login Credentials confidential and agree not to let any other person or entity access or use your account.
- You agree to notify us immediately of any unauthorized use of your account or any other breach of security.
- You will not collect, solicit or otherwise obtain login information or access an account belonging to someone else.
- You will not collect, use or disclose data, including personal information, about other users without their consent or for unlawful purposes or in violation of applicable laws or regulations.
- You will not post, share or otherwise make available to the community content that is protected by copyright or applicable intellectual property laws and whose dissemination has been prohibited by its legitimate proprietor.

- You will not bully, intimidate, or harass any user or use the Service in any manner that is threatening, abusive, violent, or harmful to any person or entity, or invasive of another's privacy.
- You will not post content that: is hate speech, discriminating, threatening, or pornographic or sexually explicit, incites violence, or contains graphic or gratuitous violence.
- You will not use the Service to do anything unlawful, deceptive, misleading, illegal, unethical, malicious, or discriminatory.
- You will not do anything that could disable, overburden, or impair the proper working or appearance of the Service or prevent other users from using the Service, such as a denial of service attack or interference with page rendering or other Service functionality.
- You will not use the Service in any commercially unreasonable manner or in any manner that would disparage Edpuzzle.
- You will not impersonate an Edpuzzle employee, or any other person, or falsely state or otherwise misrepresent your affiliation with any person or entity.
- You will use the Service in accordance with its purposes. As a general rule, students using the Service per instruction of an educational institution or teacher are not permitted to create teacher accounts. Periodic exceptions to this prohibition shall be determined on a case by case basis.
- You will not facilitate or encourage any violations of this Agreement or our policies.

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

## **Account Bans**

If your account has been involved in serious rule-breaking, the account will be either suspended or banned indefinitely depending on the severity of the offense. A suspension is temporary, whilst a ban, on the contrary, is permanent and cannot be lifted.

If there has been a ban or suspension placed on your account, you will not be able to sign in to Edpuzzle. For further information, please refer to Customer Support at [support@edpuzzle.com](mailto:support@edpuzzle.com). Customer Support shall provide you with the general reason for the ban or suspension, but will not enter into further discussion. EVERY BAN OR SUSPENSION ON EDPUZZLE IS THE RESULT OF THOROUGH



INVESTIGATION BY OUR MODERATION STAFF. AS A RESULT, ALL SUSPENSIONS AND BANS ARE FINAL AND CANNOT BE DISPUTED.

## **Pricing, Billing and Cancellation**

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

### **Billing Cycle**

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

### **Authorization Requests**

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

A first attempt of a \$0 authorization will be done for Visa, MasterCard and American Express. If the \$0 authorization fails, a \$1 authorization will be attempted. For other credit card companies, a \$1 authorization will be the standard request.

## **Cancellation**

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

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

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

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

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

## **Electronic Communications**

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

## Receipts

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

## Miscellaneous

### Social Media

The Company may, now or in the future, incorporate certain functions that allow you to interact with the Service through your accounts on certain supported third-party services, such as social networks or network storage sites ("Linked Accounts"), "Like" and "Share" buttons, or similar features. If you choose to use such features, you grant the Company permission to access and use your Linked Account for the purpose of processing your requests. Your use of Linked Accounts is subject to the applicable third-party terms.

### Indemnity

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

### Copyright Protection

It is Edpuzzle's policy to respond to notices of alleged copyright infringement that comply with the Directive (EU) 2019/790 on Copyright and Related Rights in the Digital Single Market and the Digital Millennium Copyright Act ("DMCA"). You will find the contact details of our Copyright Agent in the **DMCA Designated Agent Directory** ↗ (<https://www.copyright.gov/dmca-directory/>).

If your copyright-protected work was posted on Edpuzzle without authorization, you may submit a copyright infringement notification. The fastest and simplest way to submit a copyright takedown notice is through the form attached to the bottom of **this article from our Help Center** ↗ (<https://support.edpuzzle.com/hc/articles/360010173911-Are-there-any-copyright-issues-with-Edpuzzle->). You will have to fill it out, sign it and email it to us at [copyright@edpuzzle.com](mailto:copyright@edpuzzle.com). Make sure, however, to consider whether fair use, fair dealing or a similar exception to copyright applies before you submit the form. THESE REQUESTS SHOULD ONLY BE SENT BY THE COPYRIGHT OWNER OR AN AGENT AUTHORIZED TO ACT ON THE OWNER'S BEHALF."

Edpuzzle may remove any allegedly infringing content without any liability to the infringing user. Edpuzzle will promptly terminate without notice any user's access to the Service where the user is a "repeat infringer" of copyrights. Edpuzzle, however, reserves the right to identify and terminate users under any circumstances it deems appropriate, including after only a single instance of allegedly infringing behavior by that user.

### Third-Party Integrations, Websites and User Interactions

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

- YouTube's Application Programming Interface ("YouTube API") allows users to access detailed information about YouTube videos from the Edpuzzle's Website and browse any video available on the YouTube platform (governed by the **YouTube Terms of Service** ↗ (<https://www.youtube.com/t/terms>)).
- Screencastify is a screen recorder for Google Chrome that allows users to record and edit videos which can later be uploaded to Edpuzzle (governed by the **Screencastify Terms of Use** ↗ (<https://www.screencastify.com/terms>)).
- Explain Everything is an online interactive whiteboard app that, among others, allows users to screencast and record whiteboard videos. Such videos can be directly shared on Edpuzzle through the integration feature (governed by the **Explain Everything Terms of Use** ↗ (<https://explaineverything.com/terms-of-use/>)).
- Google Classroom allows educators to manage and assess student progress through an online classroom area (governed by the **Google Terms of Service** ↗ (<https://policies.google.com/terms>)).

- Microsoft Teams is a persistent chat-based collaboration app that helps teams stay organized and complete the experience with document sharing, online meetings, and other related features (governed by the **Microsoft Terms of Use** ↗ (<https://www.microsoft.com/en-us/legal/terms-of-use>) ).
- Clever is a Single-Sign-On Solution that simplifies the login experience for students and teachers, removing obstacles that hinder the use of technology in the classroom (subject to the **Clever Terms of Service** ↗ (<https://clever.com/trust/terms>) ).
- ClassLink is an identity and access management tool that streamlines students' and teachers' access to other school/district-approved educational technology tools, and provides added functionalities such as rostering, account provisioning, and analytics reports (subject to applicable terms from **ClassLink** ↗ (<https://www.classlink.com/resources/agreements>) ).
- Learning Management Systems (LMS) compatible with Edpuzzle and used by your educational institution, company or organization shall be ruled by their respective terms of service. Currently compatible LMS Interfaces are **Canvas** ↗ (<https://info.canvas.net/terms-of-use>), **Schoology** ↗ (<https://www.schoology.com/terms-of-use>), **Moodle** ↗ (<https://moodle.com/privacy-notice/>), **Blackboard** ↗ ([https://help.blackboard.com/Terms\\_of\\_Use](https://help.blackboard.com/Terms_of_Use)), **PowerSchool** ↗ (<https://www.powerschool.com/terms/>), and **Blackbaud** ↗ (<https://www.blackbaud.com/terms-and-conditions>) – click on each provided link to be redirected to applicable terms and policies.

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

- **User disputes:** Edpuzzle is not responsible for the actions, content, information or data of other third parties, including other users. You are solely responsible for your interactions with other users of the Services, and any other parties with whom you interact through the Service. We reserve the right, but have no obligation, to become involved in any way with these disputes.

- Release: if you have a dispute with one or more users, you release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes, including damages for loss of profits, goodwill, use, privacy or data. If you are a California resident, you waive California Civil Code §1542, which says: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." And, if you are not a California resident, you waive any applicable state statutes to a similar effect.

## **Modification to Agreement**

We may modify this Agreement or Guidelines to, for example, reflect changes to the law or changes to our Services. You should check the Agreement regularly. We will post notice of material changes to this Agreement on this page and/or send you written notice via email (using the email address you provided upon signing up for the Services and thereafter verified). Changes will not apply retroactively and will only become effective when (a) you use the Service after you know about the change, or (b) thirty (30) days after they are posted (whichever is sooner). However, changes addressing new functions for a Service or changes made for legal reasons will be effective immediately. Your continued use of the Services following notice of the changes to the Agreement or Guidelines, constitutes your acceptance of our amended terms, policies or guidelines. IF YOU DO NOT AGREE TO THE MODIFIED AGREEMENT, PLEASE DISCONTINUE YOUR USE OF THE SERVICE.

As stated in our Privacy Policy, Edpuzzle will not change how Education Records are used or shared under these Terms of Service without advance notice and consent from the competent school or institution.

## **Termination**

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

should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability.

## **Dispute Resolution**

(A) Generally: in the interest of resolving disputes between you and the Company in the most expedient and cost effective manner, you and the Company agree that any and all disputes arising in connection with these Terms of Service shall be resolved by binding arbitration. Our agreement to arbitrate disputes includes, but is not limited to, all claims arising out of or relating to any aspect of these Terms of Service and our Privacy Policy, including any other Guidelines and future modifications, whether based on contract, tort, statute, fraud, misrepresentation or any other legal theory, and regardless of whether the claims arise during or after the termination of these Terms of Service. You understand and agree that, by entering into these Terms of Service, you and the Company are each waiving the right to a trial by jury or to participate in a class action.

(B) Exceptions: notwithstanding subsection (A), we both agree that nothing herein shall be deemed to waive, preclude, or otherwise limit either our right to (i) bring an individual action in small claims court, (ii) pursue enforcement actions through applicable federal, state, or local agencies where such actions are available, (iii) seek injunctive relief in a court of law, or (iv) to file suit in a court of law to address intellectual property infringement claims.

(C) Arbitration: any arbitration between you and the Company will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Terms of Service, and will be administered by the AAA. The AAA Rules and filing forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by contacting the Company.

(D) Notice: a party who intends to seek arbitration must first send a written notice of the dispute to the other, by certified mail or Federal Express (signature required), or in the event that we do not have a physical address on file for you, by electronic mail ("Notice"). The Company's address for Notice is:

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

The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). We agree to use good faith efforts to resolve the claim directly, but if we do not reach an agreement to do so within thirty (30) days after the Notice is received, you or the Company may commence an arbitration proceeding. During the arbitration, the amount

of any settlement offer made by you or the Company shall not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. Provided that our dispute is finally resolved through arbitration in your favor, the Company shall pay you the greater of (i) the amount awarded by the arbitrator, if any, (ii) the greatest amount offered by the Company in settlement of the dispute prior to the arbitrator's award.

(E) Fees: in the event that you commence arbitration in accordance with these Terms of Service, the Company will reimburse you for your payment of the filing fee, unless your claim is for greater than \$10,000, in which case the payment of any fees shall be decided by the AAA Rules. Any arbitration hearings will take place at a location to be agreed upon in San Francisco, California, provided that if the claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a non-appearance based telephonic hearing, or by an in-person hearing as established by the AAA Rules. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In such a case, you agree to reimburse the Company for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within fourteen (14) days of the arbitrator's ruling on the merits.

(F) No Class Actions: you and the Company agree that each may bring claims against the other only in your or its individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Furthermore, unless both you and the Company agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

(G) Governing Law: The laws of the State of California govern these Terms of Service, as well as any disputes, whether in court or arbitration, which might arise between the Company and you, without regard to conflict of law provisions.

(H) Enforceability: If any provision of these Terms of Service is invalid or unenforceable for any reason in any jurisdiction, such provision will be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in these Terms of Service will not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of these Terms of Service invalid or unenforceable whatsoever.



(I) Waiver: The failure of any party at any time to require performance of any provision of these Terms of Service shall in no manner affect such party's right at a later time to enforce the same. A waiver of any breach of any provision of these Terms of Service shall not be construed as a continuing waiver of other breaches of the same or other provisions of these Terms.

## **Legal Disclaimers**

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

### **Disclaimer of Warranties**

THE SERVICE (AND ANY ASSOCIATED CONTENT OR SOFTWARE) IS PROVIDED ON AN "AS IS" BASIS. THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE EDPUZZLE TECHNOLOGY, SERVICES, AND CONTENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF QUALITY, ACCURACY, PERFORMANCE, AVAILABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE AFOREMENTIONED, EDPUZZLE DOES NOT ACKNOWLEDGE OR AFFIRM THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, BE ERROR FREE OR UNINTERRUPTED, THAT ALL ERRORS WILL BE CORRECTED OR THAT THE SERVICES ARE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS.

### **Limitation of Liability**

UNDER NO LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL EDPUZZLE OR ITS SUCCESSORS, AFFILIATES, CONTRACTORS, EMPLOYEES, LICENSORS, PARTNERS OR AGENTS, BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, 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 EDPUZZLE 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 SERVICES, CONTENT, OR USER SUBMISSIONS; OR (iii) ANY INTERACTION WITH ANY THIRD PARTY THROUGH OR IN CONNECTION WITH THE SERVICE, INCLUDING OTHER USERS.

IN NO EVENT WILL EDPUZZLE OR ITS SUCCESSORS, AFFILIATES, CONTRACTORS, EMPLOYEES, LICENSORS, PARTNERS OR AGENTS, 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 THE

COMPANY FOR USE OF THE SERVICE IN THE TWELVE (12) MONTHS PRIOR TO THE EVENTS GIVING RISE TO THE CLAIM, OR ONE HUNDRED U.S. DOLLARS (USD 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.

## **Edpuzzle Teacher Assist**

These Edpuzzle Teacher Assist Supplementary Terms (“Teacher Assist Terms”) form a part of Edpuzzle’s **Terms of Service (/terms#overview)** between you and Edpuzzle (“Agreement”), and they apply to your access and use of the Edpuzzle Teacher Assist service (“Teacher Assist”) and/or any of its related features. The term “you” and “your” shall refer only to the end-user who is a teacher (and/or, by extension, the educational institution they represent). All other terms used herein have the same meaning as in the Agreement, and any references to “information” or “data” shall also include User Submissions.

THE TEACHER ASSIST SERVICE AND ITS AI-BASED FEATURES, AS DESCRIBED BELOW, ARE MADE AVAILABLE FOR USE BY TEACHERS ONLY.

### **Personal Noncommercial Use**

Teacher Assist and its related features are aimed at enhancing your productivity when using the Services. As such, they are designed to help you achieve more with less effort so you can focus on what truly matters and save time when it comes to performing more routine tasks. The features, services, and content provided by Teacher Assist are only for your personal and noncommercial use.

### **Functionality and Content**

Teacher Assist provides a range of features (where some or all may be subject to subscription to one of our pro plans), such as helping you make the most out of the Service by providing you with smart tips and tricks, or by evaluating a video lesson and suggesting potential questions to be included as part of an assignment, among others. Teacher Assist provides information with the goal of saving you time and effort; however, you should exercise your own independent judgment

when reviewing and relying on such information. Edpuzzle does not guarantee the reliability, availability, or timeliness of personalized experiences provided by Teacher Assist. Edpuzzle is not responsible if Teacher Assist or any of its features suffer delays or prevent you from sending, receiving, or reviewing information.

## AI-based Features

In some instances, and for specific functionalities, Teacher Assist may be supported either by AI models developed by Edpuzzle, or by AI models developed by other companies providing services to Edpuzzle, such as OpenAI.

Please note that the use of OpenAI AI models is governed by OpenAI's **Terms of Use** ↗ (<https://openai.com/policies/terms-of-use>). If you choose to use Teacher Assist's AI-based features, you may not use such features in a manner that violates any OpenAI Policy, including their **Content Policy** ↗ (<https://labs.openai.com/policies/content-policy>), **Sharing and Publication Policy** ↗ (<https://openai.com/api/policies/sharing-publication/>), and **Community Guidelines** ↗ (<https://openai.com/api/policies/community-guidelines/>), nor may you use such features in breach of the Agreement and/or these Teacher Assist Terms.

## Input and Output

You may provide input to be processed by Teacher Assist ("Input") and receive output generated and returned by Teacher Assist based on the Input ("Output"). When you use Teacher Assist, Input and Output are your User Submissions and you retain all ownership rights resulting therefrom. You are solely responsible for the development, content, operation, maintenance, and use of your User Submissions. Please review sections "Your Pledge," "Your Information and Content," "Edpuzzle Technology and Content Copyright," "Indemnity," and "Limitation of Liability" from our Terms of Service for further detail on terms applicable to User Submissions.

You will ensure that your Input, Output, and use of Teacher Assist will not (i) violate any applicable law; (ii) violate these Teacher Assist Terms or the Agreement; or (iii) infringe, violate, or misappropriate any of Edpuzzle's rights or the rights of any third party.

You acknowledge that due to the nature of machine learning and the technology on which Teacher Assist relies on in certain cases, as described in section "AI-based Features" above, Output may not be unique, and Teacher Assist may generate the same or similar output to Edpuzzle or a third party.

## Use of Data

When using Teacher Assist's AI-based features you will be sending data either to Edpuzzle (if the feature is powered by one of our AI models), or to OpenAI or any third-party service provider we may rely upon (if the feature is powered by OpenAI or such other company). However, the data you send may or may not include personal information, depending on what you are using Teacher Assist for.

When using Teacher Assist to suggest questions or grades, for example, text-based data (i.e. video transcripts and responses to assignments, respectively) that will be sent to Teacher Assist may or may not include personal information depending on the content of the text. The video transcript of an animal documentary should not, for example, include any personal information. On the other hand, the transcript of a video you recorded to introduce yourself to your students, may include personal information such as your name, age, or other identifying information that you may have chosen to include in said video.

It's important to note that when Teacher Assist requires sending Input from a student (e.g. when using it for the purposes of evaluating the accuracy of a student's response and receiving a suggestion as to the grading of such response), the Input will be processed by Edpuzzle-developed AI models, and not by AI models developed by a third party.

Edpuzzle may use your data to train its own machine learning models only, and you hereby grant Edpuzzle a limited, non-exclusive, sublicensable (as necessary to provide and improve Teacher Assist and its AI-based features), worldwide, royalty-free, and transferable (only to a successor) right and license to train and improve our machine learning models with reliance on data provided by you through Teacher Assist. Notwithstanding the foregoing, Edpuzzle will not share your information or permit others to use such information to train machine learning models of third parties. It's important to note that when Teacher Assist requires sending Input from a student (e.g. when using it for the purposes of evaluating the accuracy of a student's response and receiving a suggestion as to the grading of such response), the Input will be processed by Edpuzzle-developed AI models, and not by AI models developed by a third party.

Any personally identifiable information which may be processed as a result of you using Teacher Assist will be governed by our **Privacy Policy (/privacy)** and made subject to the principles outlined therein.

## Use Restrictions

You may not use Teacher Assist or Output (i) to develop foundation models or other large scale models that compete with Edpuzzle or Teacher Assist; (ii) to mislead any person that Output from the Services was solely human generated; (iii) to generate spam or content for dissemination in

electoral campaigns; (iv) in a manner that violates any technical documentation, usage guidelines, or parameters; or (v) in any other manner which is in breach of these Teacher Assist Terms or the Agreement.

Teachers and educational institutions are responsible for making adequate use of Teacher Assist. Violation of these Teacher Assist Terms, the Agreement, or OpenAI's terms, policies, and guidelines may be grounds for restriction or termination of your right to access or use the Service as foreseen in the Agreement under section "Account Bans."

## **Warranty Disclaimer**

EDPUZZLE DOES NOT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF TEACHER ASSIST OR THE ACCURACY OF ANY OTHER INFORMATION OBTAINED THROUGH TEACHER ASSIST. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA OBTAINED THROUGH THE USE OF ANY TEACHER ASSIST FEATURE IS DONE AT YOUR SOLE RISK. YOU SHOULD NOT RELY ON FACTUAL ASSERTIONS IN OUTPUT WITHOUT INDEPENDENTLY FACT-CHECKING THEIR ACCURACY. OUTPUT THAT APPEARS ACCURATE BECAUSE OF ITS DETAIL OF SPECIFICITY MAY STILL CONTAIN MATERIAL INACCURACIES. NO INFORMATION OR ADVICE, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM EDPUZZLE OR THROUGH TEACHER ASSIST SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.