

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

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 12/16/2025

Contract/Agreement Vendor: **Envision Labs Inc., doing business as Chatling / Ali Mahdi**

Name of Vendor & Contact Person

support@chatling.ai

Vendor Email Address

Technology

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.

District

Reason/Audience to benefit

01/13/2025

BOE Date

\$ 2,000.00

Amount of agreement

Person Submitting Contract/Agreement for Review: **Brandon Chitty**

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator: 

Does this Contract/Agreement utilize technology? **YES**/NO

If yes, Technology Admin: 

Cabinet Team Member: 

Funding Source: **11/163**

Fund/Project

163-2560-530-000-000-000-050

OCAS Coding

Consent

Action

Accept and approve the NEW agreement between Broken Arrow Public Schools and Envision Labs Inc., doing business as Chatling to provide a chatbot service to develop support for stakeholders on District information. The cost to the District will not exceed \$2000 and will be for a period of one year from the purchase date. Will be paid for from the General Fund. / B.Chitty

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.



Ultimate

\$990/yr

Go Ultimate

Features:

- ✓ Unlimited chats
- ✓ 20,000 AI credits
- ✓ 6 seats
- ✓ Visual builder
- ✓ 35 chatbots
- ✓ 90 million knowledge base characters
- ✓ Unlimited knowledge base data sources
- ✓ Unlimited websites
- ✓ Full Chatbot Customization
- ✓ 13 AI Models
- ✓ API access
- ✓ Export leads
- ✓ Chatbot analytics
- ✓ Voice Input
- ✓ Satisfaction survey
- ✓ Remove "Powered by Chatling" branding



Extra AI Credits

per 1,000 credits

+\$5/mo

Extra Knowledge Base

Characters

per 1,000,000 characters

+\$2/mo

Extra Chatbots

per chatbot

+\$3/mo

Extra seats

per seat

+\$10/mo

**Remove "Powered by
Chatling" branding**

+\$35/mo



Privacy Policy

Effective Date: 11/28/2024

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Introduction

Chatling is a platform that allows businesses to build and deploy AI chatbots on websites and other channels. It is used for automating customer support, lead

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policies and practices regarding its collection and use of your personal data, and sets forth your privacy rights. We recognize that information privacy is an ongoing responsibility, and so we will from time to time update this Privacy Notice as we undertake new personal data practices or adopt new privacy policies.

Data Protection inquiries

Chatling is headquartered in Ontario, Canada. We remain fully committed to ensuring the protection of personal data and adhering to data protection laws.

If you have any questions or concerns about Chatling's personal data policies or practices, or if you would like to exercise your privacy rights, please contact our data protection team. Contact information is as follows:

Data Protection Team Contact:

Email: privacy@chatling.ai

Address: A4-9131 Keele St, Vaughan, ON, L4K 0G7, Canada

We encourage you to reach out with any inquiries related to the processing of your personal data, and our team will assist you promptly.

How we collect and use (process) your personal information

Chatling collects personal information about its website visitors and customers. With a few exceptions, this information is generally limited to:

- name
- email address
- job title
- company name

We use this information to provide prospects and customers with services.

We do not sell personal information to anyone and only share it with third parties are facilitating the delivery of our services.



website (e.g. LinkedIn)

Use of the Chatling Website

As is true of most other websites, Chatling's website collects certain information automatically and stores it in log files. The information may include internet protocol (IP) addresses, the region or general location where your computer or device is accessing the internet, browser type, operating system and other usage information about the use of Chatling's website, including a history of the pages you view. We use this information to help us design our site to better suit our users' needs. We may also use your IP address to help diagnose problems with our server and to administer our website, analyze trends, track visitor movements, and gather broad demographic information that assists us in identifying visitor preferences.

Chatling has a legitimate interest in understanding how members, customers and potential customers use its website. This assists Chatling with providing more relevant products and services, with communicating value to our sponsors and corporate members, and with providing appropriate staffing to meet member and customer needs.

Cookies and tracking technologies

Chatling makes available a comprehensive [Cookie Policy](#) that describes the cookies and tracking technologies used on Chatling website and provides information on how users can accept or reject them. To view the notice, just click [here](#).

Sharing information with third parties

The personal information Chatling collects from you is stored in one or more databases hosted by third parties located in the United States. These third parties do not use or have access to your personal information for any purpose other than cloud storage and retrieval. On occasion, Chatling engages third parties to send information to you, including information about our products, services, and events.

A list of our third party sub processors can be found here: <https://trust.chatling.ai/subprocessors>



(3) the information is provided to comply with the law (for example, compelled by law enforcement to comply with a search warrant, subpoena, or court order), enforce an agreement we have with you, or to protect our rights, property or safety, or the rights, property or safety of our employees or others; (4) the information is provided to our agents, vendors or service providers who perform functions on our behalf; (5) to address emergencies or acts of God; or (6) to address disputes, claims, or to persons demonstrating legal authority to act on your behalf. We may also gather aggregated data about our services and website visitors and disclose the results of such aggregated (but not personally identifiable) information to our partners, service providers, advertisers, and/or other third parties for marketing or promotional purposes.

Transferring personal data to the U.S.

Chatling has its headquarters in Canada. Information we collect about you will be processed in the United States. By using Chatling's services, you acknowledge that your personal information will be processed in the United States. The United States has not sought nor received a finding of "adequacy" from the European Union under Article 45 of the GDPR. Pursuant to Article 46 of the GDPR, Chatling is providing for appropriate safeguards by entering binding, standard data protection clauses, enforceable by data subjects in the EEA and the UK. These clauses have been enhanced based on the guidance of the European Data Protection Board and will be updated when the new draft model clauses are approved.

Depending on the circumstance, Chatling also collects and transfers to the U.S. personal data with consent; to perform a contract with you; or to fulfill a compelling legitimate interest of Chatling in a manner that does not outweigh your rights and freedoms. Chatling endeavors to apply suitable safeguards to protect the privacy and security of your personal data and to use it only consistent with your relationship with Chatling and the practices described in this Privacy Statement. Chatling also enters into data processing agreements and model clauses with its vendors whenever feasible and appropriate. Since it was founded, Chatling has received zero government requests for information.

For more information or if you have any questions, please contact us at privacy@chatling.ai



occasionally engage subprocessors located in the United States for specific services. As the United States has not received a finding of "adequacy" under Article 45 of the GDPR, Chatling takes special care to ensure all data transfers to the U.S. are performed with appropriate safeguards in place.

Pursuant to Article 46 of the GDPR, Chatling regularly reviews the data protection policies and practices of our subprocessors to ensure they maintain high standards of data protection.

These safeguards help ensure that your personal data is handled securely and in accordance with GDPR requirements despite the geographical distance and differing jurisdictions.

For more information on these data transfers and the measures in place, or if you have any questions or concerns, please contact us at privacy@chatling.ai.

Data Subject rights

The European Union's General Data Protection Regulation (GDPR) and other countries' privacy laws provide certain rights for data subjects. Data Subject rights under GDPR include the following:

- Right to be informed
- Right of access
- Right to rectification
- Right to erasure
- Right to restrict processing
- Right of data portability
- Right to object
- Rights related to automated decision making including profiling

This Privacy Notice is intended to provide you with information about what personal data Chatling collects about you and how it is used.

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categories of personal data concerned; who else outside Chatling might have received the data from Chatling; what the source of the information was (if you didn't provide it directly to Chatling); and how long it will be stored. You have a right to correct (rectify) the record of your personal data maintained by Chatling if it is inaccurate. You may request that Chatling erase that data or cease processing it, subject to certain exceptions. You may also request that Chatling cease using your data for direct marketing purposes. In many countries, you have a right to lodge a complaint with the appropriate data protection authority if you have concerns about how Chatling processes your personal data. When technically feasible, Chatling will—at your request—provide your personal data to you.

Reasonable access to your personal data will be provided at no cost. If access cannot be provided within a reasonable time frame, Chatling will provide you with a date when the information will be provided. If for some reason access is denied, Chatling will provide an explanation as to why access has been denied.

For questions or complaints concerning the processing of your personal data, you can email us at privacy@chatling.ai. Alternatively, if you are located in the European Union, you can also have recourse to the European Data Protection Supervisor or with your nation's data protection authority.

Data storage and retention

Your personal data is stored by the Chatling on its servers, and on the servers of the cloud-based database management services the Chatling engages, located in the EU and the US.

Chatling retains service data for the duration of the customer's business relationship with the Chatling and for a period of time thereafter, to analyze the data for Chatling's own operations, and for historical and archiving purposes associated with Chatling's services.

Chatling retains prospect data until such time as it no longer has business value and is purged from Chatling systems. All personal data that Chatling controls may be deleted upon verified request from Data Subjects or their authorized agents.

For more information on where and how long your personal data is stored, and for more information on your rights of erasure and portability, please contact us at:



1. Data collection

Our platform enables the creation and deployment of chatbots that may collect personal information from users. The types of data collected is defined by you, the chatbot administrator. These data may include, but are not limited to:

- Personal identifiers (e.g., name, email, phone number).
- Business information (e.g., company name, website URL).
- Messages exchanged with the chatbot.
- Any other data you configure the chatbot to collect (e.g., survey responses, feedback).

2. Purpose of data collection

Data collected through the chatbot is processed for purposes determined by you, the chatbot administrator, which may include but are not limited to:

- Identifying and personalizing user interactions.
- Responding to inquiries or support requests.
- Storing lead information for marketing or sales purposes.
- Analyzing user engagement for improvements.

3. Data handling and processing

Data collected through chatbots is stored securely in compliance with applicable data protection laws. We implement robust security measures, including encryption and access controls, to protect personal information from unauthorized access or disclosure.

The data is accessible only to authorized users in your organization. It may be exported by you and integrated with other tools, such as CRMs or email marketing platforms, depending on your configuration.

Chatling does not, and will never, use the collected data for any purposes other than providing the service to you.

4. Data sharing and third parties

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of these sub-processors is maintained and updated regularly to ensure transparency. You can view this list [here](#).

5. Data retention

Data is retained for as long as your account remains active or until you delete the collected data through the platform. You can permanently delete all chatbot data via your admin dashboard ([learn more](#)).

To permanently delete your account and all associated data, please contact us at support@chatling.ai.

6. User Rights

In accordance with data protection regulations, users have the right to access, rectify, or erase their personal data collected through chatbots. They may also object to or restrict certain types of data processing. To exercise these rights, users should contact the administrator of the specific chatbot.

7. Compliance with GDPR and Data Protection Laws

We are committed to complying with data protection regulations, including the General Data Protection Regulation (GDPR). Measures such as [data processing agreement](#) and adherence to data protection principles are implemented to ensure compliance.

Chatling acts as a data processor for the information collected through your chatbot. As the admin, you are the data controller and are responsible for obtaining user consent as required under GDPR or other applicable laws.

Chatling provides tools to help you comply with legal requirements, including the ability to display consent forms, user data requests, and deletion tools.

8. Your responsibilities as the chatbot administrator

As the chatbot admin, you are responsible for configuring data collection questions and ensuring users are informed about how their data will be used. We recommend adding clear disclosures about data collection to your website, such as:

- A link to your Privacy Policy or a dedicated chatbot disclosure.
- A statement explaining what data is collected and why, along with a request for user consent before interacting with the chatbot.



Questions, concerns or complaints

If you have questions, concerns, complaints, or would like to exercise your rights, please contact us at:

Envision Labs Inc.

A4-9131 Keele St, Vaughan, ON, L4K 0G7, Canada

privacy@chatling.ai

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Got questions? Drop us a line at support@chatling.ai





Terms of Service

We are Envision Labs Inc., doing business as Chatling ("Company," "we," "us," "our", "service").

These terms and conditions govern your use of Chatling and all its services; by using this website, you accept these terms and conditions in full and without reservation. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use this website. If you enter into this agreement on behalf of a company or other legal entity, the terms "you" and "your" shall refer to the entity. By signing up, you acknowledge that you have the authority to agree to these terms on behalf of the entity.

Any changes to the Terms of Service will be posted to the website before the new terms become effective. Any new features released by Chatling shall be subject to the Terms of Service. Continued use of the service after any such changes shall constitute your consent to such changes.

Violating of any of the terms below may result in the termination of your account.

1. Account

1. You may not use Chatling for illegal or unauthorized purposes. This includes copyright and trademark laws.
2. You are responsible for keeping your username, password, and API keys secure. Chatling is not liable for any damage due to security issues resulting from your failure to do so.



2. Service

1. Your use of the service is at your sole risk. The service is provided on an “as is” and “as available” basis.
2. Support for Chatling services is only available in English, via email.
3. We provide no guarantees for the level of support unless stipulated by an additional contract or SLA.
4. You understand that Chatling uses third-party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service.
5. You must not modify, adapt or hack the Service or modify another website to falsely imply that it is associated with the Service, Chatling, or any other Chatling service.
6. You agree not to reproduce, duplicate, copy, sell, resell, or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission of Chatling.
7. We may, but have no obligation to, remove Content and Accounts containing Content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene, or otherwise objectionable or violates any party's intellectual property or these Terms of Service.
8. Verbal, physical, written, or other abuse (including threats of abuse or retribution) of any Chatling customer or employee will result in immediate account termination.
9. You understand that the technical processing and transmission of the Service, including your Content, involve (a) transmissions over various networks; and (b) changes to conform and adapt to the technical requirements of connecting networks or devices.
10. You must not upload, post, host, or transmit unsolicited emails, SMSs, or “spam” messages.
11. You must not transmit any worms or viruses or any code of a destructive nature.

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you can reduce your bandwidth consumption.

13. Chatling does not warrant that (i) the service will meet your specific requirements, (ii) the service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and (v) any errors in the Service will be corrected.
14. Removal of our chatbot branding or logo using CSS or JavaScript without subscribing to the applicable plan is prohibited.
15. You expressly understand and agree that Chatling shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Chatling has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third-party on the service; (v) or any other matter relating to the service.
16. You must not attempt to reverse engineer, read, or modify any Chatling code, or any code in a third-party package being used by Chatling. This includes any code, configuration, or tools specifically related to the build process.
17. The failure of Chatling to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitute the entire agreement between you and Chatling and govern your use of the Service, superseding any prior agreements between you and Chatling (including, but not limited to, any previous versions of the Terms of Service). You agree that these Terms of Service and Your use of the Service are governed under Canadian law.
18. Questions about the Terms of Service should be sent to support@chatling.ai.



1. Your content is and will always remain your content. We claim no intellectual property rights over your content and will never sell them to other companies.
2. Your content, data sources, and any inputs and outputs by the chatbots will not be used by our AI model providers (OpenAI, Anthropic, Google) for training their models, as outlined in their terms: [OpenAI](#), [Anthropic](#), [Google](#).
3. You understand that you are solely responsible for Your Content. You represent that you have all necessary rights to all parts of Your Content and that you're not infringing or violating any third party's rights by posting it.
4. The AI will use the data sources you add to provide accurate answers to questions asked by users of your chatbot. Your data will not be accessed or shared with other chatbots and customers. OpenAI, Anthropic, and Google will not use any inputs and outputs to train their language models, as stated above in section 3.2.
5. You give us the right to display your chatbot publicly, such as when you embed the chatbot on your website or share the chatbot with others, with respect to the privacy levels you set for the chatbot.
6. Chatling does not screen or approve content.
7. Chatling holds the copyright to the look and feel of the service. While you can extract your content anytime, you cannot copy any portion of our services' HTML, CSS, JS, and codes.
8. If you publish a testimonial or review about Chatling, either directly or indirectly through third-party platforms, you give us the right to use it for marketing purposes, such as by displaying it on our website.
9. Any documents you upload as data sources will permanently be deleted from our servers once processed. If the document is not processed, for example due to an error, it is automatically deleted from our servers within seven days of upload.
10. For information regarding data handling and processing in connection with the use of chatbots, please refer to our [Privacy Policy](#).

4. Payment

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billed on (or as near as possible) the day of the month or year you initially upgraded.

3. All payments under \$500/mo must be paid via credit card on the Chatling website. Companies on higher plans may request invoice payment, which will be billed regularly. Payment must be completed within 7 days.
4. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties.
5. For any upgrade in plan level while on a billing cycle, the credit card you provided will automatically be charged a prorated amount immediately for the remaining period of the billing cycle. For any downgrade in plan level, the new plan will take effect from the next billing cycle. You will not receive a prorated refund for the difference in the downgrade. If a plan is cancelled partially through a billing cycle, the user will not receive a prorated refund for the remaining days in the plan, unless the user is within the refund period as set out by our Refund Policy.
6. We will do our best to process refunds fairly based on your service usage.

5. Cancellation

1. You are solely responsible for properly canceling your account. An email or phone request to cancel your account is not considered cancellation. You can cancel your account anytime by clicking on the red "Cancel subscription" button in the Billing & Usage page of your account.
2. All of your content will be scheduled for deletion shortly after your subscription comes to an end. This information cannot be recovered.
3. If you cancel the service before the end of the billing cycle, your subscription will remain active until the end of the billing period, after which it will be canceled immediately and you won't be billed unless you reactivate the subscription.
4. Chatling, in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of Chatling for any reason at any time. Such termination of the Service will result in the deactivation or deletion of your Account or your access to your Account, and the forfeiture and



will make a reasonable effort to provide the affected account owner with a copy of their account contents upon request, unless the account was suspended or terminated due to unlawful conduct.

6. Services and Pricing

1. Chatling reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice.
2. Prices of the services, including but not limited to monthly and annual subscription fees to the Service, are subject to change at any time for new, free, or trial customers.
3. Chatling shall not be liable to you or to any third party for any modification, price change, suspension, or discontinuation of the service.

*This document was last updated on **11/28/2024**.*

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