

Terms & Conditions 2024

Customer License Terms and Conditions

Welcome to Accelerate Learning! These Terms of Service (the “Terms”) of Accelerate Learning (“we”, “us”, or “ALI”) apply to all: (i) schools, school districts, and related entities and organizations that sign up to use the Services (as defined below), including but not limited to teachers (“Teachers”), principals, and other school officials who access the Services on their behalf (each a “School”); (ii) visitors of our website (available at <https://acceleratelearning.com/>), and others who may use the Services (collectively, the “Users” or “you”).

By accessing or using the Services, you signify that you have read, understood, and agree to be bound by these Terms. You also understand and acknowledge that your personal information will be collected, used, shared, and otherwise processed in accordance with our [Privacy Notice](#). Because our Services change relatively often, these Terms and our Privacy Policy may change too. Upon making changes, we will update the “Effective Date” found at the top of this page.

Your continued use of the Services after any changes constitutes your acceptance of these terms.

This is a contract between you and ALI. You may use the Services only if you can form a binding contract with ALI, and only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations.

SECTION 1. THE SERVICE

The “Services” means any online and/or mobile services, website, software, and documentation provided by or made available by ALI or in connection with ALI’s platforms (the “ALI Learning Platforms”). The Services provide information, data, resources, and advice, but you assume

full risk and responsibility for your use of information obtained through the Services. You assume full risk and responsibility for the use of or reliance on information you obtain from or through the Services or from ALI. The products and services we provide through the Services are not exclusive to you.

A. DETAILS ABOUT THE ALI SERVICES

Your ALI account gives you access to our Services, but don't sign up on behalf of a School if you do not have the requisite authority to do so. Once you sign up, you are responsible for your account and any data associated with it.

Your ALI account gives you access to the Services and functionality we make available at our discretion. We maintain different types of accounts for different types of Users. If you open a ALI account on behalf of a School or district (collectively "Organization"), then (i) "you" includes you and that Organization, and (ii) you represent and warrant that you are an authorized representative of the Organization with the authority to bind the entity to these Terms and that you agree to these Terms on the Organization's behalf. By connecting to ALI with a third-party service, you give us permission to access and use your information from that service as permitted by that service, and to store your log-in credentials for that service.

Remember: you are responsible for any activity that occurs on your account, you may never use someone else's account without permission, and you must keep your account password secure. We recommend using "strong" passwords (passwords that use a combination of upper- and lower-case letters, numbers and symbols, and are not reused with any other service) with your account to avoid unauthorized use. Please let us know immediately if you think your account's security has been compromised so we can help; we are not liable for any losses of any kind caused by any unauthorized use of your account.

B. LICENSE and PERMITTED USE OF THE SERVICES

Subject to Customer's continued compliance with these Terms and Conditions, ALI grants Customer a nonexclusive, nontransferable and nonassignable license during the term of the relevant order to use (and grants Customer's authorized student access to use) the digital, print and hands-on ALI Learning Platforms and materials provided by ALI or its designated distributor (collectively, the "ALI Learning Platform Content") solely for its internal education purposes. Customer is responsible for its and its employees, contractors and users compliance with these Terms.

Customers can always ask us to stop sending you certain marketing messages. Opting out of marketing communications will not opt you out of receiving important Services-related notices, including in relation to your use of the ALI Learning Platforms.

C. RESTRICTED USES

By using the Services, Customer agrees to not directly or indirectly (a) distribute, sell, resell, sublicense, disclose any part of the Services in any medium, assign, transfer, content scrape or otherwise make the ALI Learning Platform Content available to any third party other than its authorized users; (b) access or use the ALI Learning Platforms for any purpose other than its internal access or use the ALI Learning Platform Content for any purpose other than its internal educational purposes; (c) decompile, reverse engineer, reverse assemble, or otherwise attempt to discover any source code of the ALI Learning Platforms or ALI Learning Platform Content; (d) copy, mirror, frame, modify, or create derivative works based on the ALI Learning Platforms or ALI Learning Platform Content, or (e) transfer any viruses, malware, or other malicious code using the ALI Learning Platforms or otherwise interfere with, disrupt the integrity of performance of, or attempt to gain unauthorized access to the ALI Learning Platforms or ALI Learning Platform Content or any related systems or networks; (f) use any automated system, including but not limited to "robots," "spiders," "offline readers," etc., to access the Services

in a manner that sends more request messages to the ALI servers than a human can reasonably produce in the same period of time by using a conventional online web browser; (g) transmit spam, chain letters, or other unsolicited email (including marketing messages and broadcasts); (h) attempt to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Services; (i) take any action that imposes, or may impose an unreasonable or disproportionately large load on our infrastructure; (j) transmit any malicious software agents through the Services; (k) collect or harvest any third-party personally identifiable information, including account names or Student Data (as defined below), from the Services; (l) use the Services for any commercial solicitation purposes; (m) impersonate another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (n) interfere with the proper working of the Services; (xi) access any content on the Services through any technology or means other than those provided or authorized by the Services; or (xii) bypass the measures we use to prevent or restrict access to the Services, including but not limited to features that prevent or restrict use or copying of any content or enforce limitations on use of the Services or related content. If you believe any of the above restrictions have not been followed, please email us at customersupport@acceleratelearning.com.

You are fully responsible for your interactions with other Users, and we have no liability for your interactions with any other Users, or for any User's actions or inactions with respect to you.

D. TERM

Customer's license under these Terms and Conditions will terminate upon the expiration of the applicable Order. In addition, ALI may terminate Customer's license or suspend Customer's access to the ALI Services, ALI Learning Platforms or ALI Learning Platform Content (in whole or in part) if Customer or its employees, contractors, or users materially breach any of these Terms.

E. PRODUCT RETURNS/EXCHANGES

There are no refunds or cancellations for ALI Services, ALI Learning Platforms or ALI Learning Platform Content. Print or kit materials damages upon delivery may be returned for replacement by ALI's distributor. There are no refunds for or returns of un-damaged kit or print materials.

F. RESPONSIBLE Artificial Intelligence (AI) POLICY

ALI Learning Platforms may include AI driven features developed using industry best practices that provide an enhanced user experience. These features comply with all applicable local, state, national, and international laws, rules, and regulations. Organizations must opt-in for the use of AI-driven features for their users. Personal Identifiable Information (PII) collected while using ALI Learning Platforms are not shared with third-party AI models nor used in training said models. ALI is not responsible nor liable for AI provided outputs that may include AI hallucinations, misinformation, information that is inaccurate, biased, discriminatory, toxic, or inappropriate.

SECTION 2. RIGHTS IN OUR CONTENT

A. ALI CONTENT

"Student Data" is any information (in any format) that is directly related to any identifiable current or former student that is maintained by a School and may include "educational records" as defined by the Family Educational Rights and Privacy Act ("FERPA") that Schools provide to us. While we may need to access Student Data to provide the Services to you, Schools own the Student Data and remain responsible for it.

"Intellectual Property Rights" means all worldwide patent rights, copyright rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property

rights as may now exist or hereafter come into existence, and all related applications and registrations, renewals and extensions.

Except for Student Data, the Services and all materials made available to you in connection with them, including, but not limited to, software, button icons, computer code, documents, guides, modules, training modules, resource and instructional guides, know-how and other writings, images, designs, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, information, and any content belonging to other Users, whether tangible or intangible, or whether existing now or in the future (collectively, the “ALI Content”), and all related Intellectual Property Rights, are the exclusive property of ALI and its licensors. Except as specified in these Terms, nothing may be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any ALI Content. All ALI Content and the compilation (meaning the collection, arrangement, and assembly) of all ALI Content are the property of ALI or its licensors and are protected under copyright, trademark, and other laws.

If you send us ideas or comments about our Services, you agree that we may freely use or reference those ideas and comments and we do not owe you any payment or have any other obligation of any kind for such ideas or comments.

B. OWNERSHIP

Services, ALI Learning Platforms and ALI Learning Platform Content is licensed, not sold, to Customer. As between Customer and ALI, ALI retains all rights, title, and interest in and to the Services, ALI Learning Platforms and ALI Learning Platform Content and any translations or other derivative works based thereon, including any corresponding copyrights, trademarks, trade secrets, and other intellectual property rights. Nothing herein will be deemed to convey any rights, title, or interest in any such

rights to Customer. Periodically, the Services, ALI Learning Platforms and ALI Learning Platform Content is enhanced, improved, and made current against changes in the area of study, customer feedback, or changes in specific state standards. Additionally, 3rd party content may be replaced to improve and keep current/relevant as needed throughout the term of the agreement.

C. ALI MARKS

“ALI,” the ALI logo, and other ALI logos and product and service names are or may be trademarks of ALI (the “ALI Marks”). ALI hereby grants to you a limited, non-exclusive, non-transferable license, with no right to sublicense, to display the ALI Marks on your Organization’s websites. Any display of ALI Marks is subject to ALI’s trademark usage guidelines, as may be provided by ALI in writing to you from time to time. ALI may use your Organization’s name in connection with ALI’s general marketing materials.

SECTION 3. GENERAL LEGAL TERMS

A. ALI DATA

Certain parts of the Services may allow you to obtain or access analytics or other data or information associated with your account (“ALI Data”).

ALI Data is licensed to you for your use on a limited basis and is governed solely by these Terms and available for distribution only at our sole discretion. ALI owns the account you use to access the Services along with any rights of access or rights to data stored by or on behalf of ALI on ALI servers (except with respect to any Student Data that we may be storing for you), including but not limited to any data representing any or all of your ALI Data. ALI has the right to manage, control and even eliminate ALI Data, except that ALI may only use Student Data as specifically permitted by these Terms.

B. USER INFORMATION

ALI reserves the right to collect and store all user information for district reporting. ALI may aggregate or otherwise de-identify user information such as that it cannot be used to identify any individual ("Aggregated Data"). Furthermore, ALI agrees not to attempt to re-identify de-identified data. ALI may retain, use, and disclose such Aggregated Data for any reason and to any their parties whatsoever.

C. PRIVACY AND SECURITY

We take very seriously the privacy of our users, including Schools, Teachers, parents, and students. By using the Services you consent to the collection, use and disclosure of your information (including but not limited to Student Data) as set forth in our Privacy Notice and, if you're a School, in the Additional Terms for Teachers and Schools in Section 4 below, and to have your information (including but not limited to Student Data) collected, used, transferred to and processed in the United States pursuant to our Privacy Notice.

D. INDEMNITY

You agree to defend, indemnify and hold harmless ALI and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Services, including any data or content transmitted or received by you; (ii) your violation of any term of these Terms, including but not limited to your breach of any of the representations and warranties; (iii) your violation of any third-party right, including but not limited to any right of privacy or Intellectual Property Rights; (iv) your violation of any applicable law, rule or regulation, including but not limited to FERPA, the Protection of Pupil Rights Amendment ("PPRA"), and the Children's Online Privacy and Protection Act ("COPPA"); (v) any content or information that is submitted via your

account; or (vi) any other party's access and use of the Services with your unique username, password or other appropriate security code.

E. WARRANTY DISCLAIMER

You use the Services at your own risk. We make no warranties or guarantees.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

i. YOUR USE OF THE SERVICES AND ANY PRODUCTS OR OTHER SERVICES MADE AVAILABLE ON OR THROUGH THE SERVICES IS AT YOUR SOLE RISK, AND THE SERVICES AND ANY PRODUCTS OR SERVICES MADE AVAILABLE ON OR THROUGH THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THE RELEASED PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AS TO PRODUCTS OR SERVICES OFFERED BY THE RELEASED PARTIES OR OTHER PERSONS ON OR THROUGH THE SERVICES, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT;

ii. THE RELEASED PARTIES MAKE NO WARRANTY THAT (a) THE SERVICES OR ANY PRODUCTS MADE AVAILABLE ON OR THROUGH THE SERVICES WILL MEET YOUR REQUIREMENTS, (b) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (c) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, (d) THE QUALITY OF ANY PRODUCTS OR SERVICES AVAILABLE ON THE SERVICES WILL MEET YOUR EXPECTATIONS, AND (e) ANY ERRORS IN THE SERVICES WILL BE CORRECTED; AND

iii. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH MATERIAL.

F. LIMITATION OF LIABILITY

ALI PROVIDES THE SERVICES, ALI LEARNING PLATFORMS AND ALI LEARNING PLATFORM CONTENT ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES (EXPRESS, IMPLIED, OR STATUTORY), INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE OR NON-INFRINGEMENT. ALI DOES NOT GUARANTEE THAT THE SERVICES, ALI LEARNING PLATFORMS OR ALI LEARNING PLATFORM CONTENT WILL BE INTERRUPTED, CONTINUOUSLY AVAILABLE, ACCURATE, COMPLETE, OR ERROR-FREE. ALI IS NOT RESPONSIBLE FOR THE ACTS OR OMISSIONS OF ANY THIRD PARTIES. IN NO EVENT WILL ALI BE LIABLE FOR (A) ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, OR INDIRECT DAMAGES, EVEN IF WARNED OF THE POSSIBILITY THEREOF; OR (B) ANY AGGREGATE AMOUNT EXCEEDING THE AMOUNTS PAID BY CUSTOMER TO ALI (DIRECTLY OR INDIRECTLY) FOR THE SERVICES, ALI LEARNING PLATFORMS OR ALI LEARNING PLATFORM CONTENT IN THE PRIOR SIX (6) MONTHS, IF ANY.

ALI IS NOT LIABLE FOR ANYTHING THAT HAPPENS TO YOU INVOLVING THE SERVICES. IF YOU USE THE SERVICES IN A WAY THAT CAUSES US TO BE INCLUDED IN LITIGATION, YOU AGREE TO PAY ALL LEGAL FEES AND COSTS FOR RELEASED PARTIES.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE RELEASED PARTIES SHALL NOT BE LIABLE TO YOU 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 RELEASED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM:

i. THE USE OR THE INABILITY TO USE THE SERVICES OR ANY PRODUCTS OR SERVICES MADE AVAILABLE ON OR THROUGH THE SERVICES;

ii. THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH, FROM, OR AS A RESULT OF THE SERVICES;

iii. UNAUTHORIZED ACCESS TO, CORRUPTION OF, interference WITH, OR ALTERATION OF YOUR TRANSMISSIONS OR DATA;

iv. STATEMENTS OR CONDUCT OF ANY USER OR THIRD PARTY ON THE SERVICES;

v. YOUR RELIANCE ON CONTENT MADE AVAILABLE BY US; OR

vi. ANY OTHER MATTER RELATING TO THE services. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS IN THIS PARAGRAPH MAY NOT APPLY TO YOU.

TO THE FULLEST EXTENT POSSIBLE BY LAW, THE RELEASED PARTIES' COLLECTIVE MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE SERVICES OR YOUR USE OF ALICONTENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY, OR OTHERWISE), WILL NOT EXCEED \$100.

G. GOVERNING LAW

You agree that: (i) the Services will be deemed solely based in Delaware; and (ii) the Services will be deemed passive services that do not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than Delaware. These Terms will be governed by the internal substantive laws of the State of Delaware without respect to its conflict of laws principles. You acknowledge that these Terms evidence a transaction involving interstate commerce. Notwithstanding the preceding sentences with respect to the substantive law, the Federal Arbitration Act (9 U.S.C. §§

1-16) ("FAA") governs the interpretation and enforcement of the Arbitration Agreement in Section 3(viii) and preempts all state laws to the fullest extent permitted by law. If the FAA is determined to not apply to any issue that arises from or relates to the Arbitration Agreement, then that issue shall be resolved under and governed by the law of your state of residence. The application of the United Nations Convention on Contracts for the International Sale of Goods does not apply. You agree to submit to the exclusive personal jurisdiction of the federal and state courts located in the state of Delaware for any actions related to these Terms. You agree that the state of Delaware is the proper and exclusive forum for any appeals of an arbitration award or for trial court proceedings if the arbitration provision below is found unenforceable.

H. ARBITRATION

This Section (the "Arbitration Agreement") applies to and governs any dispute, controversy, or claim between you and ALI that arises out of or relates to, directly or indirectly: (i) these Terms, including the formation, existence, breach, termination, enforcement, interpretation, validity, or enforceability thereof; (ii) access to or use of the Services, including receipt of any advertising or marketing communications; (iii) any transactions through, by, or using the Services; or (iv) any other aspect of your relationship or transactions with us, directly or indirectly, as a consumer ("Claim" or collectively, "Claims"). The Arbitration Agreement shall apply, without limitation, to all Claims that arose or were asserted before or after your agreement to these Terms.

If you are a new User, you can reject and opt-out of this Arbitration Agreement within 30 days of accepting these Terms by emailing us at customersupport@acceleratelearning.com with your first and last name and stating your intent to opt-out of the Arbitration Agreement. Note that opting out of this Arbitration Agreement does not affect any other part of these Terms, including the provisions regarding controlling law or in which courts any disputes must be brought.

For any Claim, you agree to first contact us at customersupport@acceleratelearning.com and attempt to resolve the dispute with us informally. In the unlikely event that we have not been able to resolve a

Claim after sixty (60) days, we each agree to resolve any Claim exclusively through binding arbitration by AAA before a single arbitrator (the "Arbitrator"), under the Expedited Procedures then in effect for AAA (the "Rules"), except as provided herein. In the event of any conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement shall control. AAA may be contacted at www.adr.org, where the Rules are also available. The arbitration will be conducted in the U.S. County where you live or Delaware, unless we agree otherwise. If you are using the Services for commercial purposes, each party will be responsible for paying any AAA filing, administrative and arbitrator fees in accordance with AAA rules, and the award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses.

If you are an individual using the Services for non-commercial purposes: (a) AAA may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from AAA; (b) the award rendered by the arbitrator may include your costs of arbitration, your reasonable attorney's fees, and your reasonable costs for expert and other witnesses; and (c) you may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this does not absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. You and ALI agree that the Arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any disputes relating to the interpretation, applicability, enforceability or formation of this Arbitration Agreement, including any claim that all or any part of this Arbitration Agreement is void or voidable. The Arbitrator shall also be responsible for determining all threshold arbitrability issues, including issues relating to whether the

Agreement, any provision of the Agreement, is unconscionable or illusory and any defense to arbitration, including waiver, delay, laches, unconscionability, or estoppel.

Nothing in this Section shall be deemed as: preventing us from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, Intellectual Property Rights or other proprietary rights; or preventing you from asserting claims in small claims court, if your claims qualify and so long as the matter remains in such court and advances on only an individual (non-class, non-representative) basis.

If this Arbitration Agreement is found to be void, unenforceable, or unlawful, in whole or in part, the void, unenforceable, or unlawful provision, in whole or in part, shall be severed. Severance of the void, unenforceable, or unlawful provision, in whole or in part, shall have no impact on the remaining provisions of the Arbitration Agreement, which shall remain in force, or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to the Arbitration Agreement. Notwithstanding the foregoing, if the Class Action/Jury Trial Waiver below is found to be void, unenforceable, or unlawful, in whole or in part, because it would prevent you from seeking public injunctive relief, then any dispute regarding the entitlement to such relief (and only that relief) must be severed from arbitration and may be litigated in a civil court of competent jurisdiction. All other claims for relief subject to arbitration under this Arbitration Agreement shall be arbitrated under its terms, and the parties agree that litigation of any dispute regarding the entitlement to public injunctive relief shall be stayed pending the outcome of any individual claims in arbitration.

I. CLASS ACTION / JURY TRIAL WAIVER

WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE SERVICES FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN

THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AND ALI AGREE THAT THE ARBITRATOR MAY AWARD RELIEF ONLY TO AN INDIVIDUAL CLAIMANT AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF ON YOUR INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED MAY NOT AFFECT OTHER USERS. YOU AND ALI FURTHER AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND ALI ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO BRING, JOIN, OR PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND AS A PLAINTIFF OR CLASS MEMBER.

J. DMCA NOTICE

Since we respect artist and content owner rights, it is ALI's policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 ("DMCA").

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Service, please notify ALI's copyright agent as set forth in the DMCA. For your complaint to be valid under the DMCA, you must provide the following information in writing:

1. An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
2. Identification of the copyrighted work that you claim has been infringed;

3. Identification of the material that is claimed to be infringing and where it is located on the Service;
4. Information reasonably sufficient to permit ALI to contact you, such as your address, telephone number, and e-mail address;
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and
6. A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to the following DMCA Agent:

Attn: DMCA Notice
Accelerate Learning, Inc.
Address: 5177 Richmond Ave. #800
Houston, TX 77056

Email: customersupport@acceleratelearning.com

UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES.

Please note that this procedure is exclusively for notifying ALI and its affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with ALI's rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws.

AMERICANS WITH DISABILITIES ACT

ALI is committed to making its digital content accessible for all users. In accordance with this commitment, and with the knowledge that accessible digital content generally enhances usability for everyone, this Policy is established to ensure accessibility for those with disabilities. If you have a disability that may cause any difficulty in accessing any part of this digital content, please feel free to email us at customersupport@acceleratelearning.com. We will work with you to provide the necessary accommodation(s) you seek to ensure our digital content is accessible for you consistent with applicable law.

K. SEVERABILITY AND WAIVER

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by us in accordance with the terms of our Privacy Notice. These Terms, together with any amendments and any additional agreements you may enter into with ALI in connection with the Services including other agreements referenced herein, constitute the entire agreement between you and ALI concerning the Services. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of these Terms, which will remain in full force and effect. No waiver of any term of these Terms will be deemed a further or continuing waiver of such term or any other term, and ALI's failure to assert any right or provision under these Terms will not constitute a waiver of such right or provision. If access to the Services is licensed to the United States government or any agency thereof, then the Services will be deemed to be "commercial computer software" and "commercial computer software documentation," pursuant to DFARS Section 227.7202 and FAR Section 12.212, respectively, as applicable. Any use, reproduction, release, performance, display, or disclosure of the Services and any accompanying documentation by the U.S. Government will be governed solely by these Terms and is prohibited except to the extent expressly permitted by these Terms. Neither party will hold themselves out to be joint venturers, and neither party is authorized or empowered to act as the agent of the other.

SECTION 4. ADDITIONAL TERMS FOR TEACHERS AND SCHOOLS

ALI Learning Platforms are built on the 5E + IA lesson model combining research-based teaching strategies with insight of educators to provide a rigorous curriculum that both challenges and sparks the curiosity of students. The terms and conditions of this Section are in addition to, and not a limitation of, the terms and conditions provided elsewhere in these Terms.

A. STUDENT DATA CONFIDENTIALITY AND APPLICABLE LAW

We treat your Student Data as confidential and do not knowingly share it with third parties other than as described in Section 4(B)(ii), these Terms, and our Privacy Policy.

Both parties agree to uphold their responsibilities under FERPA, PPRA, AND COPPA. We provide the Services under the school official exception of FERPA 34 CFR Part 99.31(a)(1). COPPA requires that online service providers obtain clear and verifiable parental consent before collecting personal information from children under 13. You represent and warrant that you have the authority to provide consent on behalf of parents, for us to collect information from students for the purpose of providing the Services to you as described in these Terms before allowing children under 13 to access our Services. We recommend that all Schools provide appropriate disclosures to students and parents regarding their use of service providers such as ALI and that they provide a copy of our Privacy Policy to parents and guardians.

B. AUTHORIZATION TO ACCESS DATA

i. DISTRICT AND PROGRAM LEADER ACCESS TO TEACHER INFORMATION.

The Service provides functionality for districts to control the information received by the Service.

iv. THIRD PARTY ACCESS

We provide access to Student Data only to those employees and certain trusted service providers who have a legitimate need to access such information in connection with providing the Services to you. Of course, anyone involved in the handling of Student Data will treat such data as strictly confidential and shall not redisclose such data except as necessary in order to provide the Services.

Access to Student Data is controlled by Schools. Parents, legal guardians, and students can ask for their Student Data via their Schools. If there are any changes that need to be made in the Services, the School will be responsible for making such changes.

C. USE OF DATA

i. IN GENERAL

By submitting Student Data or other information to us, whether via the Services or otherwise, you expressly grant, and you represent and warrant that you have all rights necessary to grant, to us a non-exclusive, royalty-free, worldwide license to use, transmit, distribute, modify, reproduce, display, and store the Student Data only for the purposes of: (a) providing the Services as contemplated in these Terms, (b) maintaining, supporting, evaluating, diagnosing and developing our Services, and (c) enforcing our rights under these Terms. We will not use the Student Data for any purpose except as explicitly authorized by these Terms or our agreement(s) with your Organization.

ii. DE-IDENTIFIED DATA

You agree that we may collect and use De-Identified Data to operate, analyze, improve, market or develop educational sites, services or applications and to demonstrate the effectiveness of our products or services. De-Identified Data means data from which all personally

identifiable information, including direct and indirect identifiers, has been permanently removed or obscured so that the remaining information does not reasonably identify an individual and there is no reasonable basis to believe that the information can be used to identify an individual. If we share or publicly disclose De-Identified Data, that data will be aggregated or anonymized to reasonably avoid identification of a specific School or individual student.

iii. RESTRICTIONS ON USE OF STUDENT DATA FOR ADVERTISING

For clarity and without limitation, we will not use Student Data to: (a) advertise or market to students or to direct targeted online advertising to students, (b) advertise or market educational products and services to Parents, unless with consent of the Parent and/or School, (c) develop a profile of a student, Parent or group, other than for the purpose of providing educational services or as authorized by School or by a Parent, or (d) for any other commercial purpose unless authorized by School or permitted by applicable law. Notwithstanding the foregoing, nothing in this Section shall be read to prohibit ALI from: (1) marketing educational products and services directly to School employees so long as the marketing does not result from the use of Student Data obtained by ALI from providing the Services, (2) using Student Data to recommend educational products or services to School employees so long as the recommendations are not based in whole or in part by payment or other consideration from a third party, or (3) using aggregate information to inform, influence or enable marketing, advertising, or other commercial efforts, generally.

D. DELETING STUDENT DATA AND TERMINATING YOUR ACCESS TO THE SERVICES

i. DELETING STUDENT DATA

By law, a Student or Parent may have the right to request modification or deletion of Student Data. All such requests should be submitted to the

Student's School and not to ALI. Upon a written request received from a School, we will De-Identify the Data in our possession. We will comply with the request in a commercially reasonable time not to exceed ten (10) business days (other than data residing on backups or internal logs which will be removed within sixty (60) days). We may not be able to delete information that was previously shared with others through the Services, such as the content of messages.

ii. TERMINATING YOUR ACCESS TO THE SERVICES Schools may, at any time and for any or no reason, terminate these Terms by providing written notice to us at customersupport@acceleratelearning.com, except that provisions that by their nature should survive termination will survive termination, such as provisions relating to warranty disclaimers, limitations of liability, indemnities, and governing law.

Within seventy-two (72) hours of our receipt of such notice of termination or earlier, if commercially reasonable to do so, we will terminate access to our Services. You may request ALI to return your Student Data within fifteen (15) days from receipt of your termination notice. We will automatically delete or de-identify all Student Data within thirty (30) days of our receipt of the termination notice, except for Student Data residing on backups or internal logs which will be removed within sixty (60) days.

E. PRIVACY AND SECURITY

We care deeply about the privacy and security of Student Data. We maintain strict administrative, technical, and physical safeguards to protect Student Data stored in our servers, which are located in the United States. We limit access to Student Data only to those employees or service providers who have a legitimate need to access such data in the performance of their duties. All employees with access to Student Data must have passed a background check and receive annual training on how to maintain the security and confidentiality of student records.

In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by ALI (a “Security Incident”), we will promptly notify the affected Schools via email and will use reasonable efforts to cooperate with their investigations of the incident. To the extent known, this notice will identify (i) the nature of the Security Incident, (ii) the steps we have executed to investigate the Security Incident, (iii) the type of Student Data affected, (iv) the cause of the Security Incident, if known, (v) the actions we have taken or will take to remediate any deleterious effects of the Security Incident, and (vi) any corrective actions we have taken or will take to prevent a future Security Incident. If, due to a Security Incident caused by the acts or omissions of ALI or its agents, a notification to an individual, organization or government entity is required under applicable privacy laws, you agree that, as the owner of the Student Data, you are responsible for the timing, content, cost, and method of any required notice and compliance with those laws and ALI will indemnify Schools for all reasonable costs related to legally-required notifications. ALI shall be responsible for the timing, content, cost and method of notice and compliance with such laws as they relate to users that are not associated with a School account.

F. Previous Terms and Conditions

Click here for our previous terms and conditions ([2022](#)) and ([2023](#))

G. Questions

If you have any questions concerning these terms and conditions, contact customersupport@acceleratelearning.com for assistance.