

K12 *Insight* TERMS OF USE

Last Updated: December 15, 2019

Welcome! These Terms of Use are designed to help you understand the key terms that govern your use of the Let's Talk!™ and Engage platforms (our “**Service**” or “**Services**”), which Our Clients (schools, school districts or other educational institutions) use to communicate with you.

These Terms of Use, along with our complete [Terms of Service](#) and [Privacy Policy](#) (collectively, our “Terms”) govern your access and use of the Services. Please read these documents carefully before using the Let's Talk!™ communications platform and/or the Engage survey platform to understand your rights and responsibilities as a User. If you have any questions, please contact your school directly or email us at privacy@k12Insight.com.

Our agreements with Our Clients enable your use of the Services. This means Our Clients may have the ability to control the features and functionality of the Services and Our Client and its authorized users will be able to view and respond to your content. If you have any questions on any of the provisions included in the Terms, please contact Our Client directly. These questions may include how to access or delete your information, and how is that information used. You should also be aware that Our Clients may also use the information collected through the Services according to their own Terms of Service or Privacy Policy and K12 *Insight* does not control how they use it.

As between us, any Content you provide is owned by you and/or Our Client. Our Services provide a communications platform that permits you and Our Clients to communicate with one another. Some areas of the Services may allow you to upload photos, submit comment or questions, and perhaps even upload videos. We do not claim any ownership rights over your Content. Through the [Terms of Service](#), we acquire a license to this content only to facilitate the use of the content through our Services. It is your responsibility to ensure you are the owner of the content you post or upload or you have all the necessary consents from the owner to submit the content to our Services. For more information and to understand your responsibility when submitting content to the Services, please review Section 4 (“**User Content**”) of our [Terms of Service](#).

We collect and use your personal information and User Data in accordance with our Privacy Policy. The protection of personal information collected from or about Our Clients, users, parents, students, or community members (“**User Data**”) is very important to us. We collect User Data to provide the Services in accordance with our agreements with you and with Our Clients. To learn more about how we collect, use, maintain, and share User Data, please review our [Privacy Policy](#).

We collect and use Student Data only as permitted by our agreements with Our Clients and in accordance with laws. Through the provision of our Services, we may collect or receive personal information relating to individual students (“**Student Data**”). We collect and process Student Data only as permitted by our contracts with Our Clients and in accordance with privacy laws governing student data such as FERPA, COPPA, SOPIPA and similar state laws. Unless specified under one of our agreements or as permitted by applicable law, we will not sell, disclose, transfer, share or rent any Student Data obtained through our Services except as needed to provide the Services or with the permission of Our Client or the parent. We do not use Student Data to engage in targeted advertising. Our use of Student Data is controlled by Our Clients. If you are a parent who would like to access, modify, or delete your child's Student Data, please contact Our Client directly. For more information on our use of your Student Data, please see Section 6 of the [Terms of Service](#) (“Student Data”), and our [Privacy Policy](#).

Your Data Rights and Choices. Depending on the type of information we maintain about you, you will have certain rights and choices about your data, including accessing and deleting your information, opting out of commercial communications, or modifying your information. For more information on your data rights and choices, please see Section 6 of our [Privacy Policy](#) (“Your Data Rights and Choices”).

Anonymity. We have built features within our Services that may allow for anonymity, for example, you may be able to send communications through the Services without sharing personal information with the recipient. However, please be aware that anonymity of any user may not be maintained if we or an official of Our Client reasonably believes that revealing the user’s identity is necessary to protect the life, health or safety of K12 *Insight*, Our Client, our users, or others, or as may be required by law or in response to a legal request.

Acceptable Uses of User Content and User Data. As a user of our Service, you are responsible for your own conduct. This means that, in connection with any User Content, User Data, or Student Data you provide to our Service, you will comply with our use requirements, including (but not limited to):

- You shall not transmit obscene, threatening, harassing, hate-oriented, defamatory, racist, illegal, or otherwise objectionable messages or material through the Service, nor use the Service to send any Communications that disparage any individual or group, or to bully, harass, intimidate, or otherwise offend any individual or group and you agree not to engage in any behavior or to instigate or participate in any communication via the Service that violates the law.
- You shall not probe, scan, or test the vulnerability of the Service, including any K12 *Insight* system or network.
- You shall not engage in any activity that violates any law, including, but not limited to the Health Insurance Portability and Accountability Act, COPPA, FERPA, or which would result in K12 *Insight* violating any law due to your use or misuse of the Service, nor use the Service for commercial activities or solicitations.
- You may not impersonate another person or otherwise misrepresent your affiliation with a person or entity or conduct fraud.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its own or other conflict of law principles. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the preceding sentences with respect to the substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16). The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the personal jurisdiction of the federal and state courts located in Fairfax County, Virginia for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm. You agree that Fairfax County, Virginia is the proper forum for any appeals of an arbitration award or for trial court proceedings in the event that the arbitration provision below is found to be unenforceable.

Arbitration. READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM K12 *INSIGHT*. For any dispute with K12 *Insight*, you agree to first contact us via privacy@k12insight.com and attempt to resolve the

dispute with us informally. In the unlikely event that K12 *Insight* has not been able to resolve a dispute it has with you after sixty (60) days, we each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to this Agreement, or the breach or alleged breach thereof (collectively, "Claims"), by binding arbitration by JAMS, under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. JAMS may be contacted at www.jamsadr.com. The arbitration will be conducted in Fairfax County, Virginia, unless you and K12 *Insight* agree otherwise. If you are using the Service for commercial purposes, each party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS 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 Service for non-commercial purposes: (a) JAMS may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from JAMS; (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. Nothing in this Section shall be deemed as preventing K12 *Insight* 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.

Class Action/Jury Trial Waiver. WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE SERVICE 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 AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND K12 *INSIGHT* ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

Please note that this summary is not exhaustive, but only a quick guide on key provisions we think are important for you to know. To learn more, please read our full [Terms of Service](#) and [Privacy Policy](#).