

Educator Dashboard's products and services are provided by Don Johnston Incorporated ("DJI" or "We" or "Us"). These Terms of Service ("Terms") govern your access to and use of Educator Dashboard's website, products, and services ("Products").

1. Agreeing to the Terms

By accessing or using Educator Dashboard, you agree to be bound by these Terms, Privacy Policy, and any applicable Organizational License Agreement.

- 1.1 If you create an account on behalf of an Educational Institution, company, or other entity ("Organization"), then (a) "you" includes you and the Organization, and (b) you represent and warrant that you are authorized to grant all permissions and licenses provided in these Terms and bind the Organization to these Terms, and that you agree to these Terms on the Organization's behalf.
- 1.2 If you are under the age of 18, you must have your parent or guardian read these Terms and agree for you, or have your teacher, professor, representative of school district/university ("Educator") or Educational Institution read these Terms and agree for you. If you do not have consent from your parent, guardian, Educator, or Educational Institution, you do not have permission to use Educator Dashboard.
- 1.3 If you are a parent, guardian, educator or Educational Institution and you consent for your child or student to create an account and use Educator Dashboard, you agree to be bound by these Terms.
- 1.4 If you are under the age of 13 ("Child User"), you may not register any other other type of account other than a "Child Account" (set up by your parent or guardian) or a "Student Account" (set up by an Educator or Educational Institution).

2. Changes to the Terms of Use

We reserve the right to modify the Terms at any time, but you will be notified on Educator Dashboard's login page or by some other means. We will not change the Terms in any material way without providing notice of the change via email to you (in the case of a Child User, to the Parent or Guardian; and in the case of a Student User, to the Educator User), and obtaining consent to any new uses. If you do not agree with the new terms, you may reject them, but you will need to terminate your account and/or stop using Educator Dashboard. Your continued use constitutes your acceptance of the new Terms.

3. Using Educator Dashboard

3.1 Account Registration and Security

As a condition to using Educator Dashboard, you must register for an account. Accounts can be created with a password and either a username or valid email address. Accounts can also be created through an Integrated Service such as, but not limited to, "Google Sign-In."

You will provide true, accurate, complete, and updated account information. You may not select or use the name or email of another person without that person's prior authorization. You are responsible for maintaining the confidentiality of your account

and password, and you agree to accept responsibility for all activities that occur under your account. If you learn of any unauthorized use of your account, contact us at support@donjohnston.com.

You may not transfer your account to anyone without express prior written consent of Don Johnston Incorporated. An account can be created for and accessed by a single individual only. You may not share an account with anyone without express prior written consent of Don Johnston Incorporated. Violation of any of the foregoing may result in immediate termination of your account, revocation of your ability to use Educator Dashboard, and may subject you to reimburse us for unauthorized accounts, pay for past use, state and federal penalties, and other legal consequences.

Don Johnston Incorporated reserves the right, but will have no obligation, to investigate your use of Educator Dashboard in order to determine whether a violation of the Terms has occurred or to comply with any applicable law, regulation, legal process or governmental request.

3.2 Integrated Service

Educator Dashboard permits you to register for an account through third party integrated services, such as, but not limited to, “Google Sign-in.” By registering with an Integrated Service, you agree that Don Johnston Incorporated may access your unique identifier provided by the Integrated Service and your registration information: your first name, last name, and email address.

3.3 Use by Children under 13 (Child User)

If you are a Child User, you may not create an account. You must either use a Child Account created through a Parent Account or a Student Account created through an Educator Account.

We do not collect personally identifiable information on Child Accounts. Collected information for Student Accounts are solely used for educational purposes by Educator(s) and Educational Institution(s).

We do not knowingly collect or solicit personally identifiable information from a Child User except in the following circumstance: We may collect personal information through Educator Dashboard from a Child User where that Child User’s Educational Institution and/or Educator has agreed to 1) obtain parental or legal guardian consent or 2) consent on the parent or guardian’s behalf for that Child User to use Educator Dashboard with a Student Account and disclose personal information solely for educational use.

If you are an Educational Institution or Educator, you represent and warrant that you are responsible for complying with The Children’s Online Privacy and Protection Act (“COPPA”). If we learn we have collected personal information from a Child User other than pursuant to the above, we will delete that information as quickly as possible.

3.4 Parent User

If you are at least 18 years of age and you are the legal parent or guardian of a child, you may register a Parent Account. As a Parent User, you may create, register, and manage Child User accounts only for your own child or children for whom you are a legal guardian. If you register a Child User, you represent and warrant that you are such Child User’s legal parent or guardian and you agree to be bound by the Terms on Behalf of such Child User.

3.5 Educator User

If you are at least 18 years of age and you provide education to students, you may register an Educator Account. Educator Dashboard makes available to Educators an educator, analyst, and administrator account that permits such Educator Users to register student accounts and/or review and evaluate educational data of such Student Users. You represent and warrant that you will use all information collected by Educator Dashboard solely to provide education-related services. You represent and warrant that you are responsible for complying with the Family Educational Rights and Privacy Act (“FERPA”) and The Children’s Online Privacy and Protection Act (“COPPA”). If you are an Educator User and you register an account for a Student User, you represent and warrant that 1) you have received express consent from such Student User’s parent or legal guardian for you to register the Student User and for you to provide Educator Dashboard the information you disclose in connection with the registration of such Student User, or 2) you are consenting on the parent or guardian’s behalf to provide Educator Dashboard the information you disclose in connection with the registration of such Student User solely for educational purposes.

3.6 Collection and Use of Personal Information

For information about Educator Dashboard’s policies and practices regarding the collection and use of personal information, please read Educator Dashboard’s [Privacy Policy](#). The Privacy Policy is incorporated by reference and made part of these Terms. By agreeing to these Terms, you agree that your use of Educator Dashboard is governed by the Privacy Policy.

4. Subscriptions and Billing

4.1 Educator and Parent Users with Credit Card

a. Purchasing

After your free trial, you will not be charged unless you decide to purchase a subscription for Educator Dashboard. You pay only for the Student or Child Accounts you have set up.

Once purchased, you will be charged immediately for your first month of your subscription (often called pre-billing). You will be billed automatically every month until the subscription is canceled.

b. Adding More Students/Children

You may want to purchase the product for more students/children. We will automatically prorate the additional charges. You will not be charged immediately for the additional students/children: those charges will be reflected on the next invoice. Again, the plan changes impact the next invoice, which remains on the same billing cycle (as your plan will always have the same billing frequency). The prorated amount is calculated down to the second. We will calculate the differences between the two plans based on the exact time you added/removed students/children and their relation to the current billing period's start and end times.

c. Removing Students/Children

If you decide to remove students/children from your plan, you will receive a prorated credit, which will be reflected on the next invoice. The prorated credit is calculated down to the second. We will calculate the differences between the two plans based on the exact time you added/removed students/children and their relation to the current billing period's start and end times.

d. Canceling All Subscriptions

When you cancel all subscriptions, your card will not be charged again. Cancellation takes effect immediately. If your subscription was canceled partway through the billing period, you will not be credited a refund.

e. Failed Payments

If a payment fails, we will automatically retry. If it fails repeatedly, your subscription will be canceled.

f. Invoice Timing

An invoice is created at the end of the subscription's billing cycle.

g. Processing of Payments

We use Stripe, a third party electronic payment processor to process credit card transactions for payment of Educator Dashboard. You irrevocably authorize us to instruct Stripe to handle such transactions, and you irrevocably agree that we may give instructions on your behalf in accordance with your requests submitted within Educator Dashboard. You agree to be bound by the terms and conditions of Stripe, and in the event of conflict between these Terms and Stripe's Terms, these Terms shall prevail.

4.2 Personal User with a Credit Card

a. Purchasing

After your free trial, you will not be charged unless you decide to purchase a subscription for Educator Dashboard. Once purchased, you will be charged immediately for the first month of your subscription (often called pre-billing). You will be billed every month until the subscription is canceled.

b. Canceling Subscription

When you cancel your subscription, your card will not be charged again. Your subscription will be canceled at the end of the billing cycle. If your subscription was canceled partway through the billing period, you will be able to use the product for the remainder of the monthly billing period, but no money will be refunded.

c. Failed Payments

If a payment fails, we will automatically retry. If it fails repeatedly, your subscription will be canceled.

d. Invoice Timing

An invoice is created at the end of the subscription's billing cycle.

e. Processing of Payments

We use Stripe, a third party electronic payment processor to process credit card transactions. You irrevocably authorize us to instruct Stripe to handle such transactions, and you irrevocably agree that we may give instructions on your behalf in accordance with your requests submitted within Educator Dashboard. You agree to be bound by the terms and conditions of Stripe, and in the event of conflict between these Terms and Stripe's Terms, these Terms shall prevail.

4.3 Organizational Accounts

You agree to pay DJI a license fee for the Initial Term based upon the current fee schedule as set forth in the Invoice. Prior to the end of the Initial Term, DJI shall, based upon the current fee schedule or as otherwise agreed to by the parties, invoice you the amount payable for the annual fee for each subsequent Renewal Term. To ensure continuity of service, you agree to pay the invoice amount prior to the end of the term.

If you cancel your subscription, you will not be invoiced again. Your subscription will be canceled at the end of the billing cycle. If your subscription was canceled partway through the billing period, you will be able to use the product for the remainder of the billing period, but no money will be refunded.

If you terminate for any reason prior to the end of the Initial or Renewal Term, your organization shall be liable to DJI for payment of all Fees through the entire Initial or Renewal Term.

5. Saving Sensitive Information

You agree to not save Protected Health Information (any information about one's health status, provision of health care, or payment for health care), Cardholder Data (any information associated with one's credit or debit card), Social Security Number, or Bank Account Information within Educator Dashboard. Data is transmitted securely through Secure Socket Layer (SSL) and is encrypted while at rest on our servers, but as a best practice you should avoid storing such information within Educator Dashboard. See the Privacy Policy for more information on what is saved on Educator Dashboard's servers.

6. Miscellaneous

- Student records continue to be the property of and under the control of the educational institution.
- Copyright Notice. All the visual interfaces, design, compilation, information, source code, object code, services, and all other elements of Educator Dashboard are protected under the copyright laws of the United States and other countries. Any unauthorized reproduction, derivative work, distribution, in whole or in part and by any means, electronic or otherwise, of Educator Dashboard material or licensed material is strictly prohibited and may subject the offender to civil liability and severe criminal penalties (Title 17, United States Code, Sections 501 and 506).
- Trademark Notice. All trademarks, service marks, and trade names, contained on or available through Educator Dashboard are owned by Don Johnston Incorporated. Our terms do not grant you the right to use our trademarks, service marks, or trade names. All reference to other brands and products appearing on Educator Dashboard are trademarks of their respective owner.
- Relationship of Parties. This Agreement shall not be construed as creating a legal agency, partnership, joint venture or any other form of legal association and shall not represent to the contrary, whether expressly, by implication, appearance or otherwise.
- Waiver; Construction. Failure by DJI to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. Each party acknowledges and confirms that it has reviewed this Agreement

and that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation and/or construction of this Agreement.

- **Assignability.** Neither this Agreement nor any interest, licenses, or rights may be assigned, transferred, or conveyed, in whole or in part. Any assignment in violation of this Agreement is deemed null and void. DJI shall have the right to assign, transfer, or convey any interest, licenses, or rights, in whole or in part of this Agreement.
- **Severability.** If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the economic benefits and intent of the parties, and the remainder of this Agreement will continue in full force and effect.
- **Limitation of Liability.** Under no circumstances shall DJI, or its Directors, Officers, Employees or Agents be liable to you for any incidental, indirect, special or consequential damages, or punitive damages (including damages for loss of business profits, business interruption, loss of business information, and the like) arising out of or relating to Educator Dashboard or your use, your reliance on the Educator Dashboard, modification, production, delivery, misuse or inability to use the Educator Dashboard or any portion thereof, whether under a theory of contract, warranty, tort (including negligence), products liability or otherwise, even if DJI or DJI's Authorized Representative has been advised of the possibility of such damages and notwithstanding the failure of essential purpose of any remedy, some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so some of the the above limitation or exclusion may not apply to you. In no event shall DJI's total liability to YOU for all damages, losses and any cause of action whatsoever (whether in contract, tort (including negligence) or otherwise exceed the price paid by You in the twelve month period preceding this applicable claim for the use of Educator Dashboard. You agree to bear all costs resulting from the use of Educator Dashboard. DJI assumes no responsibility for errors or omissions in content or other documents which are referenced or linked to Educator Dashboard. Educator Dashboard may contain links to third party sites on the internet that are not under the control of DJI. DJI is not responsible for the content or available of any linked third party sites.
- **Duty to Back Up Computer System, Data, and User Content.** You agree that it is your responsibility to maintain backup copies of your computer system and any and all data or electronic files of including, but not limited to, any and all documents, information, programs, user content, or otherwise that are used, posted, stored, or hosted by DJI, or otherwise used in conjunction with Educator Dashboard ("Data"). You further agree that DJI is not responsible for any Data (as defined herein).
- **Responsibility.** You agree to bear all costs resulting from the use of Educator Dashboard. DJI assumes no responsibility for errors or omissions in content or other documents which are referenced by or linked to this service. Educator Dashboard may contain links to third party sites on the Internet that are not under the control of DJI. DJI is not responsible for the content or availability of any linked third party sites.
- **Dispute Resolution.** All claims, disputes, controversies, differences or misunderstandings between the parties hereto arising under, out of, or in connection with this Agreement which cannot be amicably settled and resolved by the parties hereto, shall be finally settled or determined by arbitration before a panel of arbitrators in Chicago, Illinois, in accordance with the rules of the American Arbitration Association and any final award rendered in such arbitration shall be binding upon the parties and shall be enforceable in any court of competent jurisdiction.
- **Limited License; Permitted Uses.** DJI grants to each authorized User a non-exclusive, non-transferable, non-assignable limited license to access and use Educator Dashboard for their personal, non-commercial use. All other license rights not specifically granted herein, whether by estoppel, implication, or otherwise, are expressly reserved by DJI and any other use of the DJ Services are strictly prohibited. DJI further reserves the right, at its sole discretion, to revoke this limited license at any time and without notice. This DJ Service is owned by DJI or its suppliers and is protected by United States copyright laws and international treaty provisions.
- **Retention of Rights.** DJI reserves all rights not expressly granted to you in this Agreement. You acknowledge and agree that: (i) except as specifically set forth in this Agreement, DJI retains all rights, title and interest in and to Educator

Dashboard, and to any modifications, enhancements or derivative works thereof created by DJI, and you acknowledge and agree that they do not acquire any rights, express or implied, therein, (ii) any configuration or deployment of Educator Dashboard shall not affect or diminish DJI's rights, title, and interest in and to Educator Dashboard, and (iii) if you suggest any new features, functionality, or performance enhancements for Educator Dashboard that DJI subsequently incorporates into Educator Dashboard, such new software or features, functionality, or performance enhancements of shall be the sole and exclusive property of DJI.

- **Disclaimers.** You expressly acknowledge and agree that use of Educator Dashboard is at your sole and entire risk. EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN AN AGREEMENT BETWEEN YOU AND DJI, EDUCATOR DASHBOARD IS PROVIDED "AS IS" AND THAT USE IS AT YOUR SOLE AND ENTIRE RISK. **YOU ASSUME ALL RISK AS TO THE SELECTION, USE, PERFORMANCE AND QUALITY OF EDUCATOR DASHBOARD AND AGREE NOT TO USE EDUCATOR DASHBOARD IN ANY SITUATION WHERE SIGNIFICANT DAMAGE OR INJURY TO PERSONS, PROPERTY, OR BUSINESS COULD OCCUR FROM SOFTWARE ERROR. EDUCATOR DASHBOARD IS PROVIDED WITHOUT WARRANTY OF ANY KIND AND DJI EXPRESSLY DISCLAIMS ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. DJI DOES NOT WARRANT INTERFERENCE WITH YOUR ENJOYMENT OF EDUCATOR DASHBOARD OR THAT THE FUNCTIONS CONTAINED IN EDUCATOR DASHBOARD WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF EDUCATOR DASHBOARD, WILL BE UNINTERRUPTED OR ERROR-FREE, THAT EDUCATOR DASHBOARD WILL BE AVAILABLE AT ALL TIMES, OR THAT DEFECTS IN EDUCATOR DASHBOARD WILL BE CORRECTED. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF EDUCATOR DASHBOARD IS ASSUMED BY YOU. FURTHERMORE, DJI DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF EDUCATOR DASHBOARD IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY, CURRENTNESS, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY DJI OR DJI'S AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. SHOULD EDUCATOR DASHBOARD PROVE DEFECTIVE, YOU (AND NOT DJI OR DJI'S AUTHORIZED REPRESENTATIVE) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE EXCLUSION MAY NOT APPLY HERE. DJI does not control and is not responsible for what You or other Users create or upload through Educator Dashboard and is therefore not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content that You may encounter. You also agree that DJI shall not be responsible in any manner whatsoever for Your conduct in respect to Educator Dashboard.** Educator Dashboard may be distributed internationally and may contain references to products and services that have not been released in your country. These references do not guarantee that DJI intends to release those products and services in your country.
- **Governing Law.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Illinois without regard to its conflicts of law provisions.
- **Don Johnston Incorporated** makes no representation that information on this Website is appropriate or available for use in all countries, and prohibits accessing materials from territories where contents are illegal. Those who access Educator Dashboard may do so on their own initiative and shall be responsible for compliance with all applicable laws.
- **Export Control Laws.** Educator Dashboard is subject to export controls administered by the United States, and other countries. Diversion contrary to U.S. law, where applicable, is strictly prohibited. Export, re-export or import of certain products, software, documentation and information may require action on your behalf prior to purchase and it is your

responsibility to comply with all applicable international, national, provincial, state, regional and local laws, and regulations, including any applicable import and use restrictions. By downloading or using Educator Dashboard, you are agreeing to the foregoing and all applicable export control laws.

- When you use Educator Dashboard, you agree to have your data transferred and processed and stored in the United States of America. Given this information, if this use of Educator Dashboard would violate any law that is applicable to you, your right to use these services is revoked.
- Termination. Upon termination, you agree to immediately stop any further use. DJI reserves the right to delete all data at termination. Provisions which, by their nature should remain in effect beyond termination of the Agreement shall survive, including but not limited to Retention of Rights, Limitation of Liability, and Disclaimers. The termination of this Agreement shall be without prejudice to any and all other right or remedy available to DJI as a result of your breach.
- Force Majeure. Neither DJI nor your organization shall be liable for any breach of its obligations under this Agreement resulting from causes beyond its reasonable control including but not limited to fires, strikes (of its own or other employees), insurrection or riots, embargoes or container shortages, requirements or regulations of any civil or military authority.
- Integration. DJI and you agree that this Amendment sets forth the entire Agreement and understanding between them as to the subject matter hereof and merge any and all prior discussions between them. Neither DJI nor you shall be bound by any warranties, understandings, or representations other than as expressly provided herein and in this Agreement.
- Taxes. You shall, in addition to the other amounts payable under this Agreement, pay all taxes including but not limited to sales, and other taxes, federal, state, local, use, excise, value-added, privilege or assessments or governmental charges, or otherwise, and any other types of taxes, however designated, which are levied or imposed by reason of the transactions contemplated or relating to this Agreement.
- Entire Agreement. This document constitutes the entire Agreement between the Parties and supersedes any and all prior or contemporaneous understandings or Agreements, whether written or oral. Except as expressly set forth herein, the Parties make no warranties, representations, covenants, or Agreements, express or implied. This Agreement shall not be modified except by a written agreement executed by an authorized representative of DJI and you.

7. Contact Information

Don Johnston Incorporated welcomes your comments regarding the legal terms. If you have any questions or comments regarding the legal terms, please contact us electronically or via postal mail at the address provided below and Don Johnston Incorporated will use commercially reasonable efforts to promptly determine and remedy the problem.

Don Johnston Incorporated
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Volo, Illinois 60073
info@donjohnston.com Subject Line: Attn: Legal Department