

Edmodo use Agreement:

IMPORTANT! If you are not of legal age to form a binding contract (in many places, this is 18 years old), then you must get your parent or guardian to read these terms and agree to them for you, before you use Edmodo or provide any information to us. Please review this agreement with your parent or guardian so that you both understand how Edmodo works and what restrictions apply to your use of our websites and services.

Remember, always get an adult's permission before going online.

TERMS OF SERVICE

Effective date: January 4, 2013

Thanks for using Edmodo! We're glad you're here, but there are some rules you need to agree to before you use our websites and services ("Services"). When we use the word "Services," we mean not only the edmodo.com website, but also all the other websites, products, services and applications made available by Edmodo (for example, the Edmodo Android app available via the Android Marketplace, and the Edmodo [iPhone](#) and [iPad](#) apps available at the [Apple App Store](#)). If you have any questions, comments, or concerns regarding these Terms or the Services, please contact us at info@edmodo.com, (650) 513-2735, or 60 E. 3rd Ave., Suite 270, San Mateo, CA 94404.

This is a contract, right?

Yep – you've done your homework! These Terms of Service (the "Terms") are a binding contract between you and Edmodo, Inc. ("Edmodo," and sometimes, when we're feeling especially friendly, "we" and "us"). You must agree and accept all of the Terms, or you don't have the right to use the Services. Your using the Services in any way means that you agree to all of these Terms, and these Terms will remain in effect while you use the Services. These Terms include the provisions in this document, and in the [Edmodo Privacy Policy](#), [Acceptable Use Policy](#), [DMCA Takedown Policy](#), [Edmodo Store Policies](#), and [Apple Application Terms](#) (don't worry - each of those is explained in more detail below).

Our Services are constantly changing, to keep up with the dynamic needs of learners everywhere – so, these Terms might need to change, too. If they do change, we will do our best to tell you in advance by placing a notification on the edmodo.com website, or we might send you an email. In certain situations (for example, where a change to the Terms is necessary to comply with legal requirements), we may not be able to give you advance notice. Changes to the [Privacy Policy](#) will be provided in advance, as [described here](#).

If you don't like the new Terms, you are free to reject them – unfortunately, that means you won't be able to use the Services anymore. If you use the Services in any way after a change to the Terms is effective, then please remember that means you agree to all of the Terms.

Except for changes by us as described here, no other amendment or modification of these Terms will be effective unless in writing and signed by both you and us.

Do you care about my privacy?

Edmodo takes the privacy of its users very seriously. For the entire current [Edmodo Privacy Policy](#), please [click here](#), but we've included some information below related to the Children's Online Privacy and Protection Act ("COPPA"), because we get a lot of questions about that:

COPPA requires that online service providers obtain parental consent before they collect personally identifiable information online from children who are under 13. Therefore, we only collect personal information through the Services from a child under 13 where that student's school, district, and/or teacher has agreed (via the terms described in the following paragraph) to obtain parental consent for that child to use the Services and disclose

personal information to us, for the use and benefit of the learning environment. If you are a student under 13, please do not send any personal information about yourself to us if your school, district, and/or teacher has not obtained this prior consent from your parent or guardian, and please do not send any personal information other than what we request from you in connection with the Services. If we learn we have collected personal information from a student under 13 without parental consent being obtained by his or her school, district, and/or teacher, or if we learn a student under 13 has provided us personal information beyond what we request from him or her, we will delete that information as quickly as possible. If you believe that a student under 13 may have provided us personal information in violation of this paragraph, please contact us at info@edmodo.com.

If you are a school, district, or teacher, you represent and warrant that you are solely responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the Services. You are responsible for understanding how any Publisher Software (defined and described below) that you install on behalf of yourself or other users may collect and use information of users of Edmodo's Services. When obtaining consent, you must provide parents and guardians with our [Privacy Policy](#); you can find a [sample permission slip here](#). You must keep all consents on file and provide them to us if we request them. For more information on [COPPA](#), [please click here](#). If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of COPPA compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.

What are the basics of using Edmodo?

First, you have to sign up for an account, and select a password and user name ("Edmodo User ID"). Also, if you are a school or district, you may be permitted to register a school or district "subdomain" within Edmodo.com (an "Edmodo Subdomain"). You promise to provide us with accurate, complete, and updated registration information about yourself. You can't select for your Edmodo User ID a name that you don't have the rights to use or another person's name with the intent to impersonate that person, nor can you select an Edmodo Subdomain name that you don't have the right to use. In certain situations, your Edmodo User ID may be selected for you by your school or district; the same rules apply to them when they select an Edmodo User ID for you. You may not transfer your account to anyone else without our prior written permission.

If you are a school, district, or teacher, Edmodo will generate an access code for you to use with each limited access group you administer (an "Access Code"). For example, if you wished to establish a closed group amongst yourself, as a teacher, and your 5th grade class, you would distribute the Access Code only to those members of your 5th grade class that you wanted to view what was going on within that group. Everyone to whom a group administrator distributes the Access Code to will be a member of that "Limited Access Group."

You represent and warrant that you are of legal age to form a binding contract (or if not, you've received your parent's or guardian's permission to use the Services and gotten your parent or guardian to agree to these Terms on your behalf, as we described earlier). If you're agreeing to these Terms on behalf of an organization or entity (for example, if you're an administrator agreeing to these Terms on behalf of your district), you represent and warrant that you are authorized to agree to these Terms on that organization or entity's behalf and bind them to these Terms.

You promise to only use the Services for your personal, internal, non-commercial, educational use, and only in a manner that complies with all laws that apply to you. If your use of the Services is prohibited by applicable laws, then you aren't authorized to use the Services. We can't and won't be responsible for you using the Services in a way that breaks the law.

Also, your use of the Services is subject to our [Acceptable Use Policy](#), which outlines what you can and can't do with and on the Services. Read the [Acceptable Use Policy](#) carefully, and please be a good digital citizen at all times – we are all in this together! For more on [digital citizenship](#), [please click here](#). A violation of the [Acceptable Use Policy](#) will be grounds for termination of your right to use or access the Services.

What's this intellectual property stuff I've been hearing about?

1. The Content

The materials displayed or performed on the Services (including, but not limited to, text, graphics, articles, photos, images, illustrations, User Submissions (defined below), and so forth) (the "Content") are protected by copyright and other intellectual property laws. You promise to abide by all copyright notices, trademark rules, information, and restrictions contained in any Content you access through the Services, and you won't use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purpose any Content not owned by you, (i) without the prior consent of the owner of that Content or (ii) in a way that violates someone else's (including Edmodo's) rights. For example, if someone shares a really creative lesson plan with you on Edmodo, that doesn't mean you can print it out and start distributing it to other people – unless the owner specifically told you in writing that you could.

You understand that Edmodo owns the Services. You won't modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in this Section), creative derivative works based on, or otherwise exploit any of the Services.

The Services may allow you to copy or download certain Content; please remember that just because this functionality exists, doesn't mean that all the restrictions above don't apply.

2. User Submissions

Anything you post, upload, share, store, or otherwise provide through the Services is your "User Submission." Some User Submissions are viewable by other users. In order to display your User Submissions on the Services, and to allow other users to enjoy them (where applicable), you grant us certain rights in those User Submissions. Please note that all of the following licenses are subject to our [Privacy Policy](#) to the extent they relate to User Submissions that are also your personally-identifiable information.

For all User Submissions, you hereby grant Edmodo a license to translate, modify (for technical purposes, for example making sure your content is viewable on your iPhone as well as your computer) and reproduce such User Submission, in each case to enable us to operate the Services, as described in more detail below. This is a license only – your ownership in User Submissions is not affected.

If you store a User Submission in your own personal Edmodo account, in a manner that is not viewable by any other user except you (a "Personal User Submission"), you grant Edmodo the license above, as well as a license to display, perform, and distribute your Personal User Submission for the sole purpose of displaying that Personal User Submission to you and providing you the Services necessary to do so.

If you share a User Submission only within a Limited Access Group, or otherwise in a manner that only certain specified users can view (for example, a private message to one or more other users) (each, a "Limited Access User Submission"), then you grant Edmodo the license above, as well as a license to display, perform, and distribute your Limited Access User Submission for the sole purpose of displaying that Limited Access User Submission to other members of that Limited Access Group (or to such specified users, as applicable) and providing you the Services necessary to do so. Also, you grant the other members of that Limited Access Group (or such specified users, as applicable) a license to access that Limited Access User Submission, and to use and exercise all rights in it, as permitted by the functionality of the Services. For example, if you share a worksheet (that can be completed through the Services) with students in your Limited Access Group, you grant your students the rights necessary to view that worksheet and fill it out, and return it to you.

If you share a User Submission in a public "community" on the Services or in a manner that more than just you or your Limited Access Group can view (a "Public User Submission"), then you grant Edmodo the license above, as well as a license to display, perform, and distribute your Public User Submission for the purpose of

displaying that Public User Submission to all Edmodo users and providing you the Services necessary to do so, as well as all other rights necessary to use and exercise all rights in that Public User Submission in connection with Edmodo, provided that Edmodo will try to notify you if it uses your Public User Submission for any reason other than displaying it on the Services. Also, you grant all other users of the Services a license to access that Public User Submission, and to use and exercise all rights in it, as permitted by the functionality of the Services.

You agree that the licenses you grant are royalty-free, irrevocable, and worldwide, for as long as your User Submissions are stored with us. When you delete your Edmodo account, we will stop displaying your User Submissions to other users (if applicable), but you understand and agree that it may not be possible to completely delete that content from Edmodo's records, and that your User Submissions may remain viewable elsewhere to the extent that they were copied or stored by other users.

Finally, you understand and agree that Edmodo, in performing the required technical steps to provide the Services to our users (including you), may need to make changes to your User Submissions to conform and adapt those User Submissions to the technical requirements of connection networks, devices, services, or media.

- 3. DMCA Takedown Policy** You may have heard of the Digital Millennium Copyright Act ("DMCA"), as it relates to online service providers like Edmodo removing material that they believe in good faith violates someone's copyright. To learn more about [DMCA, click here](#). [Edmodo's DMCA Takedown Policy is here](#).

Who is responsible for what I see and do on the Services?

Any information or content publicly posted or privately transmitted through the Services is the sole responsibility of the person from whom such content originated, and you access all such information and content at your own risk, and we aren't liable for any errors or omissions in that information or content or for any damages or loss you might suffer in connection with it. We cannot control and have no duty to take any action regarding how you may interpret and use the Content or what actions you may take as a result of having been exposed to the Content, and you hereby release us from all liability for you having acquired or not acquired Content through the Services. The Services may contain, or direct you to websites containing, information you may find offensive or inappropriate; we can't control that, but please let us know if it happens and we'll try to remedy the situation.

We also can't guarantee the identity of any users with whom you interact in using the Services and are not responsible for which users gain access to the Services. But that doesn't mean we don't take security seriously; students are only permitted to access the Services within their Limited Access Groups, we require teachers, schools, and districts guard their Access Codes with the appropriate confidentiality, as described in the [Acceptable Use Policy](#), we enable teachers with moderation tools for monitoring content within Limited Access Groups, and student accounts are not enabled to "browse" groups to join (a student is only permitted to view and join a group he or she has been given an Access Code to).

You are responsible for all Content you contribute, in any manner, to the Services, and you represent and warrant you have all rights necessary to do so, in the manner in which you contribute it. You will keep all your registration information accurate and current. You are responsible for all your activity in connection with the Services.

The Services may contain links or connections to third party websites or services that are not owned, operated, or controlled by Edmodo. When you access third party websites or use third party services (including, without limitation, your use of Publisher Software, defined below), you accept that there are risks in doing so, and that Edmodo is not responsible for such risks. We encourage you to be aware when you leave the Services and to read the terms and conditions and privacy policy of each third party website or service that you visit or utilize.

Edmodo has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any third party websites or by any third party that you interact with through the Services. In addition, Edmodo will not and cannot monitor, verify, censor or edit the content of any third party site or service (including without limitation the Publisher Software). By using the Services, you release and hold us harmless from any and all liability arising from your use of any third party website or service.

Your interactions with organizations and/or individuals found on or through the Services, including payment and delivery of goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties (including without limitation Publishers). You agree that Edmodo shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.

If there is a dispute between participants on this site, or between users and any third party, you agree that Edmodo is under no obligation to become involved. In the event that you have a dispute with one or more other users, you release Edmodo, its officers, employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our Services. If you are a California resident, you shall and hereby do waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

Will Edmodo ever change the Services?

Edmodo is a dynamic learning tool, so the Services will change over time. We may change, suspend, or discontinue any part of the Services, or we may introduce new features or impose limits on certain features or restrict access to parts or all of the Services. We'll try to give you notice when we make a material change to the Services that would adversely affect you, but this isn't always practical. Similarly, we reserve the right to remove any Content from the Services at any time, for any reason (including, but not limited to, if someone alleges you contributed that Content in violation of these Terms), or without any reason, and without notice.

Does Edmodo cost anything?

The basic Edmodo Services are free and always will be – that is, we don't charge for signing up for a basic, individual Edmodo account, or for a basic school or district subdomain. However, we may offer certain premium products and services for a fee, including software available through the [Edmodo Store](#). This does not mean that if you're currently using one of the basic accounts described above, that we'll "reclassify" it as premium account in the future and start charging you to use it.

Tell me more about the Edmodo Store.

Don't mind if we do. Depending on the type of user account you have registered for, you may be able to download or use software from third party publishers ("Publisher Software") via the [Edmodo Store](#) (the "Store"), which can be incorporated into your Edmodo experience. Please [click here for the Edmodo Store Policies](#). Student accounts are not permitted or enabled to download Publisher Software without their teacher's authorization.

Though you can download and access the Publisher Software through the Services, please note that the Publisher Software is being provided by a third party (a "Publisher") and not by Edmodo, so we don't have any control over or responsibility for the Publisher Software. In addition to these Terms with respect to Publisher Software, your download or use of Publisher Software is governed by the terms of any agreement between you and the applicable Publisher offering such Publisher Software. Edmodo prohibits Publishers from collecting or using any information beyond what Edmodo itself collects and uses pursuant to its Privacy Policy, but this does not mean

we are responsible for reviewing or verifying the accuracy of any Publisher’s data collection or use policies. **Each Publisher also has its own data collection and use policies (separate from Edmodo’s own [Privacy Policy](#)), so please review those carefully as well before you opt to download or use any Publisher Software.**

If you are interested in becoming a Publisher, [please click here](#) to learn more about offering your software on the Services. Publishers are subject to the [Edmodo Publisher Agreement](#); the terms of the Publisher Agreement supplement (rather than replace) the terms set forth in these Terms. If there is any conflict between the Publisher Agreement and these Terms, the Publisher Agreement shall control with respect to the subject matter of the Publisher Agreement. If you are a Publisher, you may be permitted to create a “Publisher Page,” where you may post content about yourself and your software; you agree that any content you post to your Publisher Page will be considered a Public User Submission.

What if I want to stop using Edmodo?

You’re free to do that at any time by following the directions [here](#); please refer to our [Privacy Policy](#), as well as the licenses above, to understand how we treat information you provide to us after you have stopped using our Services.

Edmodo is also free to terminate (or suspend access to) your use of the Services or your account, for any reason, including your breach of these Terms. Edmodo has the sole right to decide whether you are in violation of any of the restrictions set forth in these Terms.

Account termination may result in destruction of any Content associated with your account, so keep that in mind before you decide to terminate your account. We will try to provide advance notice to you prior to our terminating your account so that you are able to retrieve any important documents you may have stored in your account (to the extent allowed by law and these Terms), but we may not do so if we determine it would be impractical, illegal, or would not be in the interest of someone’s safety or security to do so.

If you have deleted your account by mistake, contact us immediately at support@edmodo.com – we will try to help, but unfortunately, we can’t promise that we can recover or restore anything.

Provisions that, by their nature, should survive termination of these Terms shall survive termination. By way of example, all of the following will survive termination: any obligation you have to pay us or indemnify us, any limitations on our liability, any terms regarding ownership or intellectual property rights, and terms regarding disputes between us.

I use one of the Edmodo apps available via the Apple App Store – should I know anything about that?

These Terms apply to your use of all the Services, including the [iPhone and iPad applications](#) available via the Apple, Inc. (“Apple”) App Store (the “Application”), but additional terms also apply to the Application, which you can [see here](#).

This contract seems like it needs some more legal-sounding stuff in it.

You’re absolutely right. Don’t space out, this stuff is important:

1. Warranty Disclaimer

Edmodo does not make any representations or warranties concerning any content contained in or accessing through the Services, and we will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in or accessed through the Services. We make no representations or warranties regarding suggestions or recommendations of services or products (including Publisher Software) offered or purchased through the Services. Products and services purchased or offered (whether or not

following such recommendations and suggestions) through the Services are provided “AS IS” and without any warranty of any kind from Edmodo or others (unless, with respect to such others only, provided expressly and unambiguously in writing by a designated third party for a specific product). THE SERVICES, CONTENT, WEBSITE, AND ANY SOFTWARE ARE PROVIDED ON AN “AS-IS” BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. (We’re not yelling, we just want to make sure you pay attention!)

2. Limitation of Liability

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL EDMODO BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, OR (B) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF (I) \$100 OR (II) THE AMOUNTS PAID BY YOU TO EDMODO IN CONNECTION WITH THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THIS APPLICABLE CLAIM, OR (III) ANY MATTER BEYOND OUR REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU. (Again, not yelling!)

3. Indemnity

You agree to indemnify and hold Edmodo, its affiliates, officers, agents, employees, contractors, and partners harmless for and against any and all claims, liabilities, damages (actual and consequential), losses, and expenses (including attorneys’ fees) arising from or in any way related to any third party claims relating to (a) your use of the Services (including any actions taken by a third party using your account), and (b) your violation of these Terms. In the event of such a claim, suit, or action (“Claim”), we will provide notice of the Claim to the contact information we have for your account (provided that failure to deliver such notice shall not eliminate or reduce your indemnification obligations hereunder).

4. Assignment

You may not assign, delegate, or transfer these Terms or your rights or obligations hereunder, or your Services account, in any way (by operation of law or otherwise) without Edmodo’s prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.

5. Choice of Law; Arbitration

These Terms are governed by and will be construed under the laws of the State of California, without regard to the conflicts of laws provisions thereof. Any dispute arising from or relating to the subject matter of these Terms shall be finally settled in San Francisco County, California, in English, in accordance with the Streamlined Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with the Arbitration Rules and Procedures of JAMS. Judgment upon the award rendered by such arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing obligation to arbitrate disputes, each party shall have the right to pursue injunctive or other equitable relief at any time, from any court of competent jurisdiction. For all purposes of this Agreement, the parties

consent to exclusive jurisdiction and venue in the United States Federal Courts located in the Northern District of California.

- 6. Miscellaneous.** You will be responsible for withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with the Services. The failure of either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable. You and Edmodo agree that these Terms are the complete and exclusive statement of the mutual understanding between you and Edmodo, and that it supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of these Terms, and that all modifications to these Terms must be in a writing signed by both parties (except as otherwise provided herein). No agency, partnership, joint venture, or employment is created as a result of these Terms and you do not have any authority of any kind to bind Edmodo in any respect whatsoever. Except as expressly set forth in the [Apple Application Terms](#), you and Edmodo agree there are no third party beneficiaries intended under this Agreement.