

Terms of Service last updated September 13, 2024.

Dashscored – Terms of Service

Welcome to Dashscored! To use our website and services, you will use our intellectual property and technology for your benefit. Because of that, we have rights on what you may do with our property and may limit your use of the website and services. We will have responsibilities to you, and you will have responsibilities to us. Together, these rights and responsibilities are called “Terms of Service” (or “Terms”). By using our Site and Services (defined below), you agree to these Terms. That is why it is important that you carefully read this whole page before you use our Site and Services.

The Site and Services are operated in the United States. If you are not located in the United States, you are not authorized to use the Site and Services and are directed not to do so. If you are located outside of the United States, please be aware that information we collect will be transferred to and processed in the United States in accordance with the Privacy Policy.

Certain features of the Services may be subject to more terms, including but not limited to, the Privacy Policy. Those added terms are part of these Terms and are legally binding just as if they were written on this page.

Some provisions in these Terms may only apply to certain categories of Users. For example, certain provisions may only apply to users that would be considered consumers under various state laws. Such provisions will note when applicable only to consumers.

By using the Services, you represent and warrant that you are of legal age to enter into these Terms or, if you are not, that you have obtained the consent of your parent or legal guardian

The Services offered on this Site may be subject to automatic renewal for subscriptions. The relevant sections of these terms will have more Information about our renewal policy and termination options.

THESE TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, AND DO NOT PERMIT JURY TRIALS OR CLASS ACTIONS. THESE TERMS ALSO LIMIT YOUR REMEDIES IN THE EVENT OF A DISPUTE.

1. What Definitions apply to the Dashscored Terms of Service?

“Confidential Information” means, but is not limited to, all formulas, processes, designs, plans, programs, software, customer and price lists, supplier lists, marketing strategies, reports, financial information and the like, in whatever form or medium, and whether or not designated or marked “confidential,” which relate to or are derived from the products, services or business of Dashscored and not disclosed by Dashscored to the general public.

“Personal Information” means information that can reasonably be used alone or in combination with other reasonably available information, to identify or contact a specific individual.

“Services” means the Dashscored products and services made available on the Site, including the “Dashscored Bot”, a Discord hosted application – aka “bot” developed by Stride for installation in Discord servers and which generates data analytics using the Discord API in your Discord server(s), and/or related services and technologies developed and provided by Stride to you.

“**Site**” means Dashscored website Dashscored.stride.gg and, applications, subdomains, support server, and other websites (including third party applications) in which we make our Services available.

“**Dashscored**” (and “**we,**” “**us,**” and “**our**”) means Stride Learning Intelligence Inc. and our subsidiaries and Affiliates. An "Affiliate" of Stride Learning Intelligence Inc. is an entity that controls Stride Learning Intelligence Inc., is controlled by Stride Learning Intelligence Inc., or is under common control with Stride Learning Intelligence Inc. "Control" means the direct or indirect possession of the power to direct or cause the direction of the management policies of an entity.

“**User Content**” means all information and content (including text, photos, images, sound, video and any other materials) that a user submits to the Site or Services. However, User Content does not include deidentified and aggregated data, which may be used by Stride in its sole determination.

“**Usage Data**” means Stride’s technical logs, data and learnings about your use of the Service, but excluding User Content.

“**You**”, “**your(s)**” and “**user(s)**” means users using/accessing our Site and Services.

2. What Requirements and Responsibilities Apply to Creating an Account?

Signing Up. To use some of the Services, you must register for an account (“Account”) on our Site and provide information about yourself. Registering with us will require f disclosure of information you have with third party applications and sites, including Discord. You must always provide true, complete and updated information for the Account. You may turn off your Account at any time by following the instructions on the Site.

Account Responsibilities. Keep your password and Personal Information private. You are responsible for the activity that happens on or through your Account. You must immediately tell Dashscored of any unauthorized use, or suspected unauthorized use of your Account or any other failure of security. We are not responsible for any unauthorized access to your Account or Personal Information you have provided to us resulting from your failure to protect your Account or Personal Information.

3. What Subscription and Cancellation Terms apply to our Services?

Subscriptions

Some portions of our Services are available only with a paid Subscription. If you subscribe to the premium version of our Services, such as Dashscored Essential, Dashscored Complete or Dashscored Premier, you will be billed in advance on a recurring and periodic basis every month.

At the end of each period, your subscription will automatically renew with the then-current terms and conditions unless you cancel your subscription, or we cancel the subscription.

You may cancel your Subscription renewal by selecting “Cancel my subscription” once logged into Dashscored on the “Manage My Account” page. You will not receive a refund for the fees you already paid for your current Subscription period and you will be able to access our products and services until the end of your current subscription period.

Payment Information

By subscribing to Dashscored, you may be asked to supply certain information relevant to your subscription order, including, without limitation, your name, your email, your phone number, payment information (such as credit card number and expiration date), and your billing address. For more information regarding how your personal information, including payment information is processed by us please refer to our Privacy Policy.

You represent and warrant that: (i) you have the legal right to use any credit or debit card(s) or other payment method(s) in connection with any subscription order; and that (ii) the information you supply to us is true, correct and complete.

By submitting such information, you grant us the right to provide the information to payment processing third parties for purposes of facilitating the completion of your subscription order.

Payment cards (credit cards or debit cards) are subject to validation checks and authorization by your card issuer. If we do not receive the required authorization, we will not be liable for any delay or non-delivery of your subscription order.

Subscription Cancellation

Your subscription order can only be cancelled and any potential refund in accordance with these Terms.

Cancellation: Since the subscription is based on digital products and services once a subscription order is confirmed it may no longer be cancelled.

REFUNDS: EXCEPT WHEN REQUIRED BY LAW, PAID SUBSCRIPTION FEES ARE NON-REFUNDABLE.

We may consider certain refund requests for subscriptions on a case-by-case basis and granted at our sole discretion.

Cancellation by Us

We reserve the right to refuse or cancel your subscription order at any time for certain reasons including but not limited to:

1. Availability of our Services.
2. Errors in the description or prices for our Services.
3. Errors in your subscription order.

We reserve the right to refuse or cancel your subscription order if fraud or an unauthorized or illegal transaction is suspected.

Subscription Termination

Either party may terminate the Services, including Services provided under a purchase order, in whole or in part, for the material breach of the other party if such material breach remains uncured

for thirty (30) days after receipt of written notice of such material breach from the non-breaching party. Notice shall describe the breach in reasonable detail.

Either party may terminate the Services, including Services provided under a purchase order, at any time without cause by providing thirty (30) days advanced written notice to the other party. Unless otherwise stated in the purchase order, either party may terminate the subscription with a 30-business day written notice to the other party. You understand in exercising your termination right, no refunds, whether in full or prorated will be provided.

Your right to use the Service and any applicable professional services will cease upon any termination or expiration of these Terms or related purchase order.

Dashscored Specific Subscription and Services

Dashscored Essential

- \$100 monthly subscription fee
- Unlimited dashboard access for server administrators
- Dashscored Bot installation on up to 5 Discord servers

Dashscored Complete

- \$500 monthly subscription fee
- Unlimited dashboard access for server administrators
- Dashscored Bot installation on up to 90 Discord servers
- Campaign tracking and marketing analytics dashboard reports add-on
- 1 data discovery monthly consultation - approximately 60 minutes.

Dashscored Premier

- \$3,000 monthly subscription fee
- Unlimited dashboard access for server administrators
- Installation on up to 90 Discord servers
- Campaign tracking and marketing analytics dashboard reports add-on
- 1 data discovery monthly consultation - approximately 60 minutes.
- Dedicated white-labeled instance of Dashscored Bot deployed for the duration of your subscription.
- Market segmentation and audience insight reporting
- Third party platform integration development services at \$150 per hour
- Ongoing bot development for customer customization at \$150 per hour

Dedicated White-Labeled Dashscored Bot

- \$3,000 one-time fee added to monthly subscription cost; this fee is waived if purchased in combination with Dashscored Premier. [This one-time fee is non-refundable]
- Dedicated white-labeled instance of Dashscored Bot deployed for duration of your subscription.
- Ongoing bot development for customer customization at \$150 per hour

Pricing

We reserve the right to revise our prices at any time prior to accepting a subscription order.

We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

Payments

Subscriptions may be subject to a one-time payment or recurring payments depending on the type of subscription plan you select.

Where applicable, you shall provide us with accurate and complete billing information including full name, address, state, zip code, telephone number, and valid payment method information.

Should automatic billing fail to occur for any reason, we will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice. We reserve the right to cancel your subscription if you fail to pay any outstanding balance and you will be responsible for any costs and fees incurred by us in our attempts to collect payment from you. We reserve the right to refer your outstanding account balance to collections.

Fee Changes

We may modify the subscription fees in our sole discretion at any time. Any subscription fee change will become effective at the end of the then-current subscription period.

Promotions/Discounts/Trial Installations

Any promotions or trial installations made available may be governed by rules or additional terms that are separate from these Terms. If you participate in any promotions or trial installations, please review the applicable rules or additional terms as well as our Privacy Policy. If the rules or terms for a promotion or trial installation conflict with these Terms, the promotion rules or trial installation terms will apply.

4. What Requirements and Restrictions Apply to Your Use of the Site and Services?

How You Use the Site and Services. We give you a non-transferable, limited license to use and access the Site and Services only for your own personal use or when applicable under a purchase order, for internal business purposes during the Subscription term. We can take back that license at any time. You do not have the rights to:

- Change or use our content for other purposes;
- communicate or publish it to a third party, including the public, people you know, or other businesses and entities;
- record, photograph or stream it;
- post it on a website or social media platform;
- sell it; or
- otherwise violate our intellectual property rights, including using it to develop another product or service.

Ownership. Except for User Content, all content in the Site and Services, text, graphics, data, photographic images, moving images, sound, drawings, and software is either owned by Dashscored or licensed by Dashscored from third-parties. All content in the Site and Services is protected by copyright, trademark, patent and other laws relating to the protection of intellectual property. You do not own any User Content except that which you have submitted.

Access. You are responsible for getting access to the Site and Service. You must provide and are responsible for all equipment necessary to access the Site and Service.

No-fee Access. If Services are provided to you for trial installation, evaluation, beta, release candidate or free purposes, as identified in a purchase order or otherwise, Dashscored hereby grants you a limited, non-exclusive, non-transferable, non-sublicensable right to access and use evaluation, beta, or release candidate features and functionality or free versions of the Services pursuant to these Terms and Services provided for evaluation, beta, or release candidate purposes shall not be used for production use, and your access and use right shall terminate on the end date of the predetermined period set forth in the applicable purchase order or immediately upon notice from us in our sole discretion. YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES PROVIDED UNDER THIS SECTION ARE PROVIDED ON AN "AS-IS" BASIS AND WITHOUT ANY INDEMNIFICATION, SUPPORT, OR WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED. Dashscored reserves the right to alter, modify or eliminate any of the features and functionality and to limit access, terminate or discontinue evaluation, beta, release candidate or free versions of the Services at any time in its sole discretion. Except to the extent such terms conflict with this section, all other sections set forth in these Terms shall apply to the Services provided for evaluation, beta, release candidate or free purposes.

5. What additional obligations apply to you?

Customer acknowledges, agrees, and warrants that: (i) it shall not exceed its rights to use the Services set forth in any applicable purchase order or these terms; (ii) you are responsible for your activity and compliance with these Terms, you will comply with all applicable local, state, federal, and international laws; (iv) Customer will install the latest version of the Services/applications; (v) you are legally able to process consumer data (including personal data as defined under applicable privacy applicable laws, rules, and regulations) of your members and to legally provide such data to Dashscored, Stride, Inc. and its affiliates, including obtaining appropriate consents or rights for such data processing, and have the right to access and use any system or network, to obtain or provide the Services and will be solely responsible for the accuracy, security, quality, integrity, and legality of the same.

6. What Requirements Apply to Users Under the Age of 13?

The Children's Online Privacy Protection Act ("COPPA") protects the privacy of children under the age of 13. It requires web site operators and online services to post privacy policies and obtain true parental permission before collecting information from those children. Dashscored does not knowingly collect or ask for any Personal Information from children under 13. If we learn that we have collected Personal Information from a person under 13 that does not comply with COPPA, we

will delete that information. If you believe that a child under the age of 13 has given Personal Information to us without complying with COPPA, please contact us at privacy@K12.com.

7. What Are Dashscored's Rights Regarding Service Modifications and Support?

Modification. At any time, we may change, suspend, add to or discontinue some or all of the Site or Services with or without telling you. Dashscored is not liable for any changes, suspension, added or discontinuation of any of the Site or Services.

No Support or Maintenance. Dashscored has no duty to provide any support or maintenance on the Site or Services unless you have subscribed to a subscription service that includes support or maintenance or you have engaged us to provide such services via a purchase order. However, users can seek additional information regarding Dashscored on our Discord support server.

8. What Requirements Apply to User Content?

User Content. You are responsible for your User Content. You need to make sure that it has not been copied or changed from somebody else without their permission. If you post something that concerns us, we may contact the authorities – such as the police or social services.

Code of Conduct. You may not represent or suggest that your User Content is given, sponsored or endorsed by Dashscored. We do not have a duty to backup any User Content unless we must do so by law. Therefore, your User Content may be deleted at any time without prior notice.

We May Use Your Feedback. We welcome your feedback, comments, opinions ideas or suggestions, including but not limited to, any feedback, comments, opinions, or suggestions that you post on our Site (“Feedback”) about our Services! We may use your Feedback without any restriction or duty to you, even after you stop using the Site or Services.

How We Use User Content. Your User Content stays yours. These Terms do not give us any rights to your User Content, except as explicitly stated in these Terms. When you provide your User Content to us through our Site and Services, you give us (and those we work with) a worldwide perpetual license to use, host, store, reproduce, change, publish, perform, display and distribute that content. The rights you grant to us are for the limited purpose of commerce, operating, promoting, protecting and improving our Site and Services, and to develop new ones. To the extent we need to do so for those purposes, we may provide User Content to other entities; however, to the extent we are able to do so, we will require those entities to use the User Content obeying the same restrictions that we have to do so. This license continues even if you stop using our Site and Services.

Usage Data. We may collect Usage Data and use it to operate, improve and support the Service and for other lawful business purposes, including benchmarking and reports. However, we will not disclose Usage Data externally unless it is (a) de-identified so that it does not identify our customers, their users or any other person and (b) aggregated with data across other customers.

Enforcement. We may, but do not have to, review User Content, and investigate and/or act against you in our sole determination if you violate the Acceptable Use Policy below or any other provision of these Terms or otherwise create liability for us or any person. Such action may include removing or changing your User Content, ending your Account and/or reporting you to police or other authorities.

9. What Is Dashscored's Acceptable Use Policy?

We expect you to behave responsibly. Here are some examples of prohibited behavior:

1. Abusing and Disrupting the Site or Services

- Don't probe, scan or test the weaknesses of any system or network.
- Don't breach or otherwise bypass any security or authentication measures.
- Don't access, tamper with or use nonpublic areas of the Services, or areas of the Site or Services to which you have not been invited.
- Don't interfere with or disrupt any user, host or network, for example by distributing harmful programs or apps or overloading, flooding or mail-bombing any part of the Services.
- Don't take apart, decompile or reverse engineer any part of the Services.
- Don't access, search or create accounts for the Services by any means other than our publicly supported interfaces (for example, do not scrape, spider or crawl).
- Don't take any action that creates an unreasonable (as determined by us) load on systems or the systems of our providers.
- Don't provide your password to any other person, use any other person's username and password, or otherwise manage the Services through shared credentials.
- Don't upload, transmit, or distribute to or through the Services any computer viruses, worms, or any software meant to damage or change a computer system or data.
- Use Stride content, including Confidential Information, provided in the Services to develop software, including but not limited to, using Stride content and Confidential Information to train any large language models, machine learning, generative AI or any other AI enabled technologies.

2. Spamming and Phishing

- Don't send spam or other unsolicited communications, promotions or advertisements.
- Don't send altered, deceptive or false source-identifying information, including phishing or spoofing.

3. Lying to and Pretending to be Others

- Don't do or post anything that's fake or misleading (including, for clarity, by claiming that content is human generated when it is not).
- Don't pretend to be another person, company or entity.

4. Stealing

- Don't sell the Services unless specifically approved in writing by Dashscored to do so or publish or use the Services on any network or system other than those we provide to you.

5. Infringing, Misappropriating and Violating Rights

- Don't infringe or misappropriate anyone's copyright, trademark, trade secret, patent or other intellectual property rights.
- Don't violate anyone's privacy or publicity rights.

- Don't harvest, collect, gather or put together information or data related to other users, including e-mail addresses, without their permission.

6. Harming Others

- Don't do or post anything threatening, harassing, abusive, excessively violent, offensive, harmful, defamatory, sexually explicit, pornographic, or obscene.
- Don't promote bigotry, violence, property damage or hatred against any person or group based on their race, ethnicity, nationality, religion, gender, gender identity, sexual preference, age, disability or any other category that is protected by law.
- Don't bully anyone.

7. Breaking the Law

- Don't use the Services in violation of any US export controls, rules or sanctions.
- Don't do anything that otherwise violates the law, including all local laws about online conduct and acceptable content.
- Don't provide material support or resources to any organization named by the United States government as a foreign terrorist organization.
- Do not use the Services if you are 1) located in, under the control of, or a national or resident of any country to which the U.S. has embargoed goods or (2) a person on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders.

We may monitor compliance with this Acceptable Use Policy and investigate any violations. If we determine that you violated this Acceptable Use Policy, we may terminate, remove or suspend access to our Services.

10. **Restrictions.** Except as expressly authorized in these Terms, you shall not, directly or indirectly: (i) license, sublicense, rent, lease, sell, resell, loan, transfer, distribute, translate, or otherwise transfer rights to the Services; (ii) reverse engineer, decompile, or disassemble or otherwise obtain or attempt to create, derive, or obtain the source code of the Services; (iii) modify, translate, enhance or otherwise change the Services or prepare derivative works of the Services, including creation and distribution of add-ons or enhancements or incorporation either independently or into another product unless expressly agreed between the parties; (iv) copy, reproduce, republish, upload, post, or transmit the Services or any other materials provided in connection therewith; (v) remove, obscure, or alter any notice of copyright, trademark or other proprietary right appearing in or on any item included with the Services; (vi) circumvent or attempt to circumvent any methods employed by Dashscored to control access to the components, features or functions of the Services or to prevent unauthorized use of the Services; (vii) interfere with, impair, or disrupt the integrity or performance of the Services or any other party's use of the Services; (viii) use or otherwise exploit the Services for any purpose, commercial or otherwise, other than the purpose outlined in these Terms, including for purposes of benchmarking, competitive analysis or the development of a competing software product.

11. What Privacy Rights Apply to the Site and Services?

Please review our [Privacy Policy](#) for a description of Dashscored's privacy practices and obligations.

12. What Are My Indemnification Obligations to Dashscored?

To the fullest extent permitted by applicable law, you will indemnify, defend (at Stride's option), and hold harmless Stride and its subsidiaries and affiliates, and its and their respective officers, directors, agents, partners, and employees (individually and collectively, the "Stride Parties") from and against any losses, liabilities, claims, demands, damages, expenses, or costs (including legal fees) ("Indemnification Claims") arising out of or related to: (a) your breach of these Terms; (b) your User Content; (c) your violation (or alleged violation) of applicable law or the rights of any third party; or (e) your use of the Services.

13. How Is Dashscored's Potential Liability to Me Limited?

DISCLAIMERS. Your use of our Services and any content or materials provided therein or therewith (including any third-party content or materials) is at your sole risk. The Site and Services are provided to you "as is," without warranties, either express, implied or by law. Dashscored disclaims any warranties to you of merchantability, fitness for a particular purpose, accuracy and non-infringement. Dashscored does not promise to you that the Site and Services will: (a) be timely, uninterrupted, secure, or error-free; (b) meet your requirements or expectations; or (c) be free from viruses or other harmful components. If applicable law requires any warranties with respect to the Site and Services, those warranties are limited in duration to sixty days from the date of first use. Some jurisdictions don't allow the disclaimers in this paragraph, so they may not apply to you.

LIMITATION ON LIABILITY. If something bad happens as a result of your using the Site or Services, our liability is limited as described in this paragraph. Dashscored and its providers are not liable for anything related to the Site, Services or these Terms for: (a) any direct, indirect, special, incidental, exemplary, punitive or consequential damages; (b) any loss of profits, revenue, data, goodwill or other intangible losses; (c) any damages related to your access to, use of or inability to access or use the Site or Services or any part of the Service; (d) any damages related to loss or corruption of any content or data, including User Content; (e) any User Content or other conduct or content of any user or third party using the Site or Services; or (f) any third-party sites accessed via the Site or Services. In no event shall Dashscored's total liability to you for all damages, losses, or causes of action, whether in contract or in tort exceed the lesser of (1) the amount paid by you to Dashscored during the twelve (12) months immediately preceding the date of the claim, if any, or (2) \$100. These limitations apply whether or not Dashscored has been informed of the possibility of such damage. You agree that the above warranty disclaimers and limitation on liability in these Terms are material, bargained for bases of these Terms, and that they have been taken into account in determining the consideration to be given by each party under these Terms and in the decision by each party to enter into these Terms. Some jurisdictions don't allow the types of limits in this paragraph, so they may not apply to you.

14. What Happens When My Account Is Terminated?

We may suspend or end your rights to use the Services (including your Account) at any time for any reason at our sole discretion. If that happens, your Account and right to access and use the Services will end immediately. Dashscored is not responsible to you for any ending of your rights under these Terms.

15. What Should I Do If I Have Concerns About Copyrights or Intellectual Property?

Dashscored respects the intellectual property of others and asks that users of our Site and Services do the same. If you believe that one of our users is using the Site or Services to illegally violate the copyright(s) in a work, please review Stride Learning Intelligence Inc.'s [Intellectual Property Policy](#).

16. What Rights and Obligations Apply Related to Linking to Third-Party Sites?

Our Site or Services will link to other third-party services, applications and websites (collectively, "Third-Party Services"). The Third-Party Services may have their own terms and policies, and your use of them will be ruled by those terms and policies. We don't control Third-Party Services, and we're not liable for Third-Party Services or as a result of any third-party advertising. Dashscored provides access to Third-Party Services only as a convenience to you and does not review or make any representations with respect to Third-Party Services.

17. What Rights and Obligations Apply to Interactions with Other Users?

Each person using the Site or Services is responsible for all his or her own User Content. We are not responsible for any User Content, whether given by you or by others. We make no promises about the accuracy, suitability, or quality of any User Content. Your interactions with other users of the Services are only between you and such users. Dashscored is not responsible for any loss or damage caused as the result of any such interactions. If there is a dispute between you and any user of the Services, we are under no duty to become involved.

Users assume all risks when using the Site or Services, including any and all of the risks associated with any online or offline interactions with other users. Users shall take all necessary precautions when interacting with other users on the Site and in the use of the Services.

18. What Laws Apply and How Are Disputes Resolved?

Governing Law and Location for Solving Disputes. Subject to the arbitration clause below, all dispute related to these Terms or to the use of the Site or Services are governed by the laws of the Commonwealth of Virginia, except for its conflicts of law terms. To the extent a dispute is not resolved through arbitration, the exclusive location for any claim or action related to these Terms or the use of the Site or Services is the federal or state courts having jurisdiction in Fairfax County, Virginia. You agree to personal jurisdiction in those courts. You agree that that location is not inconvenient.

Informal Resolution. Before filing a claim against Dashscored, you agree to try to resolve the dispute by first emailing legal@K12.com with a description of your claim. We'll try to resolve the dispute informally by following up via email, phone or other methods. If we can't resolve the dispute within thirty (30) days of our receipt of your first email, you or Dashscored may then bring a formal proceeding as described below.

Binding Arbitration. Please read this Arbitration Agreement carefully. It is part of your contract with Dashscored and affects your rights. Any dispute or claim relating in any way to these Terms (including to the validity and enforceability of these Terms) or the Site or Services will be solved

by binding and confidential arbitration, rather than in court. The Federal Arbitration Act and federal arbitration law apply to these Terms. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages) and must follow the Terms as a court would. The arbitration will be conducted in English by the American Arbitration Association (AAA) under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person. The arbitration will be held before one arbitrator and that person will issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. **We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action.** If for any reason a claim proceeds in court rather than in arbitration, **we both give up any right to a jury trial.** We also both agree that you or we may bring a suit in court to enjoin infringement or other misuse of intellectual property rights.

19. What Other Provisions Apply?

California Disclosure. Stride Learning Intelligence Inc. is located at 11720 Plaza America Dr., 9th Floor, Reston, VA 20190. If you are a California resident, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Product of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

Electronic Communications. The communications between you and Dashscored are through electronic means, whether you use the Site or Services, send us emails, or contact us via standard message service (SMS) through your mobile or electronic device, or whether Dashscored posts statements on the Site or communicates with you via emails or SMS through your mobile or electronic device. For contractual purposes, you (a) agree to receive communications from us in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were written in a hardcopy. To opt-out of communications from us please see our Privacy Policy.

Confidentiality. You acknowledge that Stride's Confidential Information constitutes a valuable proprietary asset. You shall not obtain any right or license to any Confidential Information except as specifically provided for herein. You will not disclose Confidential Information to any person or entity outside of Stride or make any use of such Confidential Information in any way, commercially or otherwise, except as specially provided for herein. You shall not allow any unauthorized person to access Stride's Confidential Information and shall take all action reasonably necessary and satisfactory to protect such Confidential Information. Upon expiration or termination of the Services, you must securely delete or destroy all Confidential Information provided by Stride.

Data Privacy. Customer agrees not to provide Stride with personal data of its customers, members or users. In the event personal data is inadvertently processed the parties agree that such information will be governed by the Data Processing Addendum published on our Site and as amended from time to time.

Customer hereby agrees that Stride and its affiliates shall have the right, but not the obligation, to list Customer as a customer, use Customer's name, logo and brief description of the services provided to Customer in promotional and marketing materials, including but not limited to websites, press releases, case studies, presentations, and other advertising.

Force Majeure. Notwithstanding any other section of these Terms, Stride will not be liable for any delay in performance, inability to perform due to acts of God or due to war (declared or undeclared), riot, terrorism, civil war, embargo, fire, flood, explosion, sabotage, labor strike, internet outage or other acts beyond its reasonable control and unrelated to its fault or negligence.

Subcontractors. Stride may use subcontractors to fulfill our service obligations, however, Stride remains responsible for their compliance with these Terms. When applicable, additional terms may apply for subprocessors under a Data Processing Addendum.

Professional Services. We may perform professional services as described in a purchase order or statement of work, which may identify additional terms or milestones for the professional services.

Entire Terms/Waivers/Third Parties. These Terms are the entire agreement between you and us regarding the use of the Site and Services. Any exception to any of these Terms is only valid if it is in writing and signed by an executive of Stride Learning Intelligence Inc. These Terms are between you and Dashscored. No other person or entity has any right to enforce any of the Terms.

Severability. If any provision of these Terms is unenforceable, the remaining provisions will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible.

Assignment. You may not transfer any of your rights and obligations under these Terms, and any attempt to do so is void. We may transfer our rights under these Terms to any of our Affiliates or subsidiaries, or to any successor in interest of any business connected with the Site and Services.

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