

NoRedInk will comply with FERPA, and will not disclose or use Education Records received from or on behalf of Client (or its Users) except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by Client. For the purposes of FERPA, NoRedInk shall be considered a "school official".

- (d) To the extent that Client Data includes personal information concerning Student Users under 13, NoRedInk will comply with Children's Online Privacy Protection Act, 15 U.S.C. 6501-6506 ("COPPA") with respect to such information, expressly subject to Client: (i) fulfilling the COPPA consent requirement for the use of the Hosted Service by Student Users under 13, and (ii) if Client learns or believes that a student under 13 may be using the Hosted Service without adequate consent having been provided, Client will immediately suspend such student's access to the Hosted Service and notify NoRedInk.
- (e) More detail concerning NoRedInk's security and privacy practices for personal information provided to NoRedInk under these Terms are set forth in the Data Protection Addendum located at <https://www.noredink.com/data-protection-addendum> (the "DPA"), which is hereby incorporated by reference.

3.3 Subject to these Terms and the DPA, the terms and conditions of the NoRedInk Privacy Policy (which may be viewed at <http://noredink.com/privacy>) is incorporated herein by reference, shall apply to individual Users' use of the Service, and Client hereby acknowledges and agrees to the terms thereof. The NoRedInk Privacy Policy may be amended from time to time. Any changes shall be effective as to Users upon the earlier of Client's approval of such changes (an exchange of emails to suffice) or the beginning of the next Service Term after notice is provided.

3.4 **Suggestions, Ideas and Feedback; Client Data**. NoRedInk shall have the unrestricted right to use or act upon any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Client or any other party relating to the Service.

3.5 **Artificial Intelligence**. NoRedInk may provide services and solutions that include the use of artificial intelligence, such as reviewing student submitted essays compared to a project rubric. Upon submission of the student essay, NoRedInk shall mask, suppress, or otherwise remove the student's legal name and email from the submitted essay. Thereafter, the substance of the submitted essay will be disclosed with our small number of thoroughly vetted partners (such as OpenAI, Anthropic, and LangChain) for the sole purpose of providing Client and its Users with the services requested and in accordance with this Agreement. NoRedInk does not allow such third party partners to use the student essays for training their models. "Student-Generated Content", as used in this section, means materials or content created by a student during and for the purpose of education including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

- (a) For any artificial intelligence services that NoRedInk may offer as part of the Services, all Client Data and Student-Generated Content originates from Users of our Services, whether it be from exclusive ownership or necessary licenses, rights, consents, and permissions, and as such, is beyond the control of NoRedInk. NoRedInk neither initiates the posting of such Client Data and Student-Generated Content nor monitors the specific content or accuracy of the Client Data and Student-Generated Content being posted, though NoRedInk reserves the right to monitor the content or accuracy of Client Data and Student-Generated Content at its sole discretion.
- (b) While NoRedInk takes steps to anonymize the Student-Generated Data, such as the student's legal name and email, it is the sole responsibility of the Staff User and the Client to ensure that the substance of the student submitted essays and other Student-Generated Content do not contain personally identifiable information. Additionally, Staff Users shall have first access to the artificial intelligence output, such as comments for a student submitted essay. Students will only have access to the output after review and release by the Staff User. Therefore, it is the sole responsibility of the Staff User to evaluate the output of the artificial intelligence

services for accuracy and appropriateness for the Staff User's use case, including using human review as appropriate, before using or sharing such output from the Services.

- (c) Without limiting the generality of any other provision of this Agreement, NoRedInk shall have no responsibility for or liability related to (i) the accuracy, content, completeness, suitability, fitness for a particular purpose, or delivery of the Client Data and Student-Generated Content provided by a User to the artificial intelligence services, or (ii) the use, modification, or disclosure of the output by a User. Client and its Users are responsible for the accuracy, content, completeness, suitability, fitness for a particular purpose, and delivery of the Client Data and Student-Generated Content posted by Client and its Users, and Client and its Users warrant that the Client Data and Student-Generated Content is accurate, current, and complete. Client shall indemnify NoRedInk for any and all losses or damages NoRedInk may incur regarding or relating to (y) the accuracy, content, currency, completeness, or delivery of the Client Data and Student-Generated Content furnished by Client and its Users, or (z) the use, modification, or disclosure of the output by a User pursuant to the indemnification provisions of this Agreement.
- (d) Client acknowledges and agrees that Student-Generated Data, in which NoRedInk has taken steps to anonymize, such as removing the student's legal name and email, may be used by NoRedInk for the purposes of development, research, and improvement of its educational Services.

4. Client Responsibilities.

4.1 Responsibility. Client shall: (a) have sole responsibility for all activities that occur under Client's User accounts and for all Client Data; (b) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Hosted Service and notify NoRedInk promptly of any such activity; and (c) comply with all applicable local, state, federal, and foreign laws (including the Family Educational Rights and Privacy Act (20 U.S.C. 1232g) and the Family Educational Rights and Privacy Act Regulations (34 CFR Part 99), as amended or otherwise modified from time to time) in using the Hosted Service.

4.2 Hosted Service Guidelines. Client shall use the Hosted Service solely for its internal pedagogical purposes as contemplated by these Terms and shall not use, or allow Users to use, the Hosted Service in a manner inconsistent with such purpose, including without limitation: (a) attempting to gain unauthorized access to, interfere with or disrupt the integrity or performance of the Hosted Service, computer systems, or networks related to the Hosted Service or any data contained in any of those; or (b) harassing or interfering with any user's use and enjoyment of the Hosted Service.

5. Fees & Payment.

5.1 Fees. Client shall pay the fees as specified in each Order Form or SOW (as applicable). Fees are non-refundable except as otherwise specifically set forth in these Terms.

5.2 Payment Terms. Amounts due shall be payable thirty (30) days from the invoice date. All quotes and payments made under these Terms shall be in United States dollars. Late payments shall bear interest at the lower of one and one-half percent (1.5%) per month or the maximum rate permitted by law. If Client's account is ten (10) days or more overdue, in addition to any of its other rights or remedies, NoRedInk reserves the right to suspend the Service provided to Client, without prior notice or liability to the Client, until such amounts are paid in full. Client shall pay all of NoRedInk's reasonable fees, costs and expenses (including reasonable attorney's fees) if legal action is required to collect outstanding undisputed balances.

5.3 Taxes. NoRedInk's fees are exclusive of all taxes, levies, or duties of any nature ("Taxes"), and Client is responsible for payment of all Taxes, excluding only taxes levied by NoRedInk's local taxing authority on NoRedInk's income. If NoRedInk has the legal obligation to pay or collect taxes for which Client is responsible pursuant to this Section 5.3, the appropriate amount shall be invoiced to and paid by Client, unless Client provides NoRedInk with a valid tax exemption certificate authorized by the appropriate taxing authority.

6. Confidentiality.

6.1 Definition of Confidential Information. As used herein, “**Confidential Information**” means all information of a party (“**Disclosing Party**”) which the Disclosing Party designates in writing as being confidential when it discloses such information to the other party (“**Receiving Party**”), including without limitation these Terms, the Hosted Service and any nonpublic information regarding the same, business and marketing plans, technology and technical information, product designs, and business processes (whether in tangible or intangible form, in written or in machine readable form, or disclosed orally or visually). Confidential Information shall not include any information that: (a) is or becomes generally known to the public without the Receiving Party’s breach of any obligation owed to the Disclosing Party; (b) was independently developed by the Receiving Party without the Receiving Party’s breach of any obligation owed to the Disclosing Party; or (c) is received from a third party who obtained such Confidential Information without any third party’s breach of any obligation owed to the Disclosing Party.

6.2 Protection. Neither party will disclose the other party’s Confidential Information, or use the other party’s Confidential Information for any purpose other than to perform its obligations or exercise its rights under these Terms. Each party will protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either party exercise less than reasonable care in protecting such Confidential Information. Further, to the extent that Client is subject to a freedom of information act, open records law or similar legislative or regulatory obligations (“**Disclosure Laws**”), Client agrees that it will treat NoRedInk’s Confidential Information as subject to exemption from disclosure as “confidential commercial information” or any similar category of information subject to exemption from disclosure to the maximum extent possible under the relevant Disclosure Laws.

6.3 Compelled Disclosure. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior written notice of such compelled disclosure and reasonable assistance (at Disclosing Party’s cost) if the Disclosing Party wishes to contest the disclosure. Without limiting the generality of the foregoing, Client agrees that it will provide NoRedInk with the maximum notice period and right to object to disclosure of NoRedInk Confidential Information available under the applicable Disclosure Laws.

6.4 Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 6, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

7. Warranties & Disclaimers.

7.1 Warranties. Each party represents and warrants that it has the legal power to enter into these Terms, and that it has the right and authority to grant to rights granted under this Agreement. NoRedInk represents and warrants that it will provide the Services in a manner consistent with reasonable standards applicable in NoRedInk’s industry.

7.2 Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NOREDINK MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8. Indemnification.

8.1 Indemnification by NoRedInk. Subject to these Terms, NoRedInk will defend Client against any claims, demands, suits or proceedings made or brought by a third party (“**Claims**”) against Client to the extent based upon an allegation that the Hosted Service, as furnished by NoRedInk hereunder and used by Client within the scope of this Agreement, misappropriates any third party trade secret or infringes any third party’s copyright or U.S. patent or trademark rights. NoRedInk will indemnify and hold Client harmless against damages awarded by a court or settlements agreed by NoRedInk in connection with such Claims. NoRedInk

shall have no obligations to Client under this Section 8.1 to the extent such Claims arise from Client's or Users' breach of these Terms. If any Claim is made under this Section, in NoRedInk's sole judgment, is likely to be made, NoRedInk may, at its discretion, either: (a) procure for Client the right to continue to use the Hosted Service, as such use is specifically provided for in these Terms, (b) replace or modify the Hosted Service to avoid infringement, or (c) terminate these Terms upon written notice to Client, and refund any paid but unused fees to Client. The obligations in this Section are Client's sole remedy for any claim that the Services infringe or misappropriate any third party intellectual property rights,

8.2 Indemnification by Client. Subject to these Terms and to the fullest extent permitted by any state laws limiting Client's liability, Client will defend NoRedInk against any Claims against NoRedInk to the extent: (a) arising out of the Client Data, or the use thereof by either party solely in accordance with this Agreement, or (b) arising from Client's use of the Services in breach of this Agreement, including but not limited to failure to obtain parental consent for Student Users who are under 13. Client will indemnify and hold NoRedInk harmless against damages awarded by a court or settlements agreed by Client in connection with such Claims. Client shall have no obligations to NoRedInk under this Section 8.2 to the extent such Claims arise from NoRedInk's breach of these Terms.

8.3 Procedure. Each party's obligations under this Section 8 are conditioned on the party seeking indemnification: (a) promptly giving written notice of the Claim to the indemnifying party (provided that any delay in notification will excuse the indemnifying party only to the extent such delay materially prejudices the indemnifying party's ability to defend or settle the claim); (b) giving the indemnifying party sole control of the defense and settlement of the Claim (provided that the indemnifying party may not settle or defend any Claim without the indemnified party's consent unless such settlement unconditionally releases the indemnifying party of all liability); and (c) providing to the indemnifying party, at the indemnifying party's cost, all reasonable assistance.

9. Limitation of Liability and Action.

9.1 Limitation of Liability.

- (a) EXCEPT FOR DAMAGES PAYABLE TO THIRD PARTIES UNDER SECTION 8.1, IN NO EVENT SHALL NOREDINK HAVE ANY LIABILITY HEREUNDER FOR ANY LOST PROFITS, LOSS OF DATA, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, WHETHER OR NOT NOREDINK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
- (b) IN NO EVENT SHALL NOREDINK'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS, UNDER ANY THEORY OF LIABILITY, EXCEED THE GREATER OF \$10,000 OR THE AMOUNTS ACTUALLY PAID BY CLIENT FOR THE SERVICE DURING THE ONE (1) YEAR PERIOD IMMEDIATELY PRECEDING THE DATE THE CAUSE OF ACTION AROSE.

9.2 Insurance. NoRedInk will during the Service Term maintain the following insurance coverage at its own cost and expense: (a) Workers' Compensation as required by applicable law in its jurisdiction; (b) Automotive Liability with a minimum limit of not less than \$1,000,000 combined single limit for property damage and bodily injury per accident, covering all vehicles operated by NoRedInk; (c) Commercial General Liability, on an occurrence basis, with a minimum combined single limit of \$1,000,000 per occurrence; and (d) Cyber Liability covering the liability for technology errors and omissions, network security breaches and privacy, in an amount of at least \$1,000,000 per occurrence.

9.3 Limitation of Action. No action (regardless of form) arising out of the Agreement may be commenced by either party more than two (2) years after the expiration of the Service Term for the Service(s) to which such action pertains.

10. Term & Termination.

10.1 Term. These Terms commence on the date an Order Form is executed by both parties and, unless sooner terminated in accordance with these Terms, shall continue until the expiration of the last Service Term to expire. In the event of an inadvertent gap of fewer than ninety (90) days between the expiration of a Service Term and the execution of a new Order Form intended to extend or renew the use of the Services, these Terms shall be deemed to not to have expired and to have continued in force through such inadvertent gap.

10.2 Termination for Cause. A party may terminate the Agreement for cause: (a) upon thirty (30) days written notice of a material breach to the other party, provided such breach remains uncured at the expiration of the notice period; or (b) if the other party becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.

10.3 Effect of Termination. Upon the effective date of termination of this Agreement: (a) all then-active Order Forms will terminate; (b) Client's use of the Services is terminated, and Client shall immediately cease accessing the Hosted Service except that for thirty (30) days after termination, Client may access the Hosted Service solely to downloading its Client Data; (c) any and all payment obligations of Client incurred prior to the date of termination will immediately become due; (d) within thirty (30) days of such termination each party will return or, if return is not feasible, destroy all copies of Confidential Information of the other party in its possession except as required to comply with any applicable legal or accounting record keeping requirement; and (e) within thirty (30) days of termination NoRedInk will provide Client with the opportunity to download the Client Data or if Client is unable to do so, a copy of the Client Data, and will then destroy all Client Data. The following provisions shall survive the termination or expiration of these Terms for any reason and shall remain in effect after any such termination or expiration: Sections 1, 2.3, 3, 5 (as to outstanding payment obligations) and 6 through 11.

11. General Provisions.

11.1 Governing Law; Disputes. This Agreement and all disputes relating hereto shall be governed exclusively by, and construed exclusively in accordance with, the laws of the State of Kentucky, without regard to its conflict of laws provisions. The federal and state courts located in Kentucky shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement, and each party hereby submits to the personal jurisdiction and venue of such courts. The parties acknowledge and agree that any unauthorized disclosure or use of a party's confidential information or intellectual property would cause such party irreparable harm for which monetary damages would be inadequate. Accordingly, in the event of such a disclosure or use, the aggrieved party may seek injunctive or other equitable relief to enforce this Agreement in addition to any available legal remedies. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

11.2 Relationship of the Parties. This Agreement may not be construed to create or imply any partnership, agency or joint venture between the parties. NoRedInk may utilize subcontractors to fulfill any of its obligations or exercise any of its rights hereunder, provided that NoRedInk will remain responsible for such subcontractors' actions and omissions in connection with the Agreement as if NoRedInk had itself acted or failed to act. There are no third party beneficiaries to this Agreement.

11.3 Force Majeure. Except for a failure to make payments when due, a party is not liable under this Agreement for non-performance caused by events or conditions beyond that party's reasonable control, if the party makes reasonable efforts to perform.

11.4 Notices. To the extent notices can be delivered by the use of a designated feature of the user interface of the Hosted Service (e.g., Client termination notices or address changes), notice will be effective when delivered through such user interfaces. All other notices under this Agreement shall be in writing and sent by email, or personally delivered or sent by guaranteed overnight courier, by registered or certified mail, return receipt requested to NoRedInk's address for notice set forth on the Order Form and to Client at the address provided by Client in its Hosted Service account, means evidenced by a delivery receipt or by email. Notice shall be deemed to have been given upon actual delivery (evidenced as to email by a non-automated reply) or refusal of delivery. Notices to NoRedInk shall be addressed to the attention of its CEO, with a copy to its Head of Operations.

11.5 Waiver and Severability. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement. If any provision of this Agreement is held to be contrary to law or unenforceable, the provision shall be changed and interpreted so as to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect, unless the modification or severance of any provision has a material adverse effect on a party, in which case such party may terminate this Agreement.

11.6 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior express written consent of the other party, not to be unreasonably withheld. Notwithstanding the foregoing, NoRedInk may assign this Agreement without Client's consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Any purported assignment in breach of this Section shall be void and of no effect. This Agreement shall bind and inure to the benefit of the parties' respective permitted successors and permitted assigns.

11.7 Counterparts. Order Forms may be executed in counterparts (including by telefacsimile or exchange of PDF or similar documents), which taken together shall form one legal instrument. Unless otherwise prohibited by law, this Agreement and related documents (including the Order Form) may be accepted in electronic form (e.g., by an electronic or digital signature, symbol, initial, or other means of demonstrating assent as defined under U.S. federal E-SIGN Act of 2000) and Client's acceptance will be deemed binding on the Client. Client acknowledges and agrees it will not contest the validity or enforceability of this Agreement and related documents, including under any applicable statute of frauds, because they were accepted and/or signed in electronic form.

11.8 Entire Agreement and Construction. These Terms, the DPA, and the Order Form constitute the entire agreement between the parties as to its subject matter. No modification or waiver of these Terms shall be effective unless in writing and signed by the party against whom the modification or waiver is to be asserted. Notwithstanding any language to the contrary therein, no terms or conditions stated in any Client order documentation (even if used as an Order Form) shall be incorporated into or form any part of these Terms.



Teachers who use NoRedInk's AI-powered Grading Assistant cut their grading time by up to 50%. [Learn more](#)

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Terms of Service

Please note that your use of and access to our Services (defined below) are subject to the following terms; if you do not agree to all of the following, you may not use or access the services in any manner.

Effective date: July 26, 2024

These Terms of Service are currently only available in English.

Welcome to NoRedInk, an online platform that provides users a fun way to practice and master grammar and writing skills. We're excited to have you join us, but first we need you to agree to the rules and restrictions that govern your use of our corporate website(s) (the "Website"), our products, services and applications (the "Applications") (together with the Website, the "Services"). We offer free and paid versions of our Services. The paid version of our Applications are our "Premium Applications" and those are available under a separate agreement with a school or

school district. If you have any questions, comments, or concerns regarding these terms or the Services, please contact us at support@noredink.com.

Agreeing to these Terms; Changes

These Terms of Use (the “Terms”) are a binding contract between you and NoRedInk Corp. (“NoRedInk,” “we” and “us”). You must agree to 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, as well as those in the NoRedInk Privacy Policy and Copyright Dispute Policy.

Since we are constantly trying to improve our Services, these Terms may need to change along with the Services. We reserve the right to change the Terms at any time, but if we do, we will bring it to your attention at least 30 days before those changes take effect, by placing a notice on the noredink.com website, and/or by sending you an email and/or by some other means. We do reserve the right to effect important changes more quickly as needed, as in the case of a requirement for legal compliance, a security threat or other emergency situation, or if we are granting you more rights than you had under the previous version of the Terms. Those important changes will be effective immediately. Please note that if you’ve opted not to receive legal notice emails from us (or you haven’t provided us with your email address), those legal notices will still govern your use of the Services, and you are still responsible for reading and understanding them.

If you don’t agree with the new Terms, you are free to reject them; unfortunately, that means you will no longer be able to use the Services. If you use the Services in any way after a change to the Terms is made effective, that means you agree to all of the changes.

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.

Privacy

For the current, complete NoRedInk Privacy Policy, please [click here](#).

Applicability of These Terms

Generally

These Terms apply to the use of our Website and our Applications. In most cases, these Terms are the same for our Services (our Website and our Applications), but in some cases, we point out where the terms for the use of our Website are different from the terms for the use of our Applications.

The Website is intended for use by the general public, especially educators and other adults who work in education, and including parents and guardians. The Website may be used by students – it is available to anyone with a web browser – but it is not intended to be used by students.

The Applications are intended to be used by students in 3rd grade through 12th grade. The Applications are intended for students to use as part of classroom instruction with their teachers. Unless a parent or guardian is also acting as a teacher, the Applications are not intended for their use except to the extent the parent or guardian is signing up their child to use the Applications and/or is acting as a teacher for the purposes of the Applications.

Free Trials.

We may offer a free trial membership for some of our Services. If you are using a free trial membership and cancel it before the end of the trial period, all your rights to any remaining free trial period will end unless otherwise provided by us.

Users of our Premium Applications.

If you are a student, teacher, or other user of our Premium Applications, then our obligations to you are controlled by a separate written agreement which may have terms which are different from these Terms. That agreement is between us and (usually) the school or school district through which you are accessing the Premium Applications, and any questions about the specific terms of that agreement should be directed to an appropriate person in authority in that school or school district.

Using the Services

Using the Website

Using the Website alone does not require payment, creation of an account or contribution of any content. Your use of the Website is subject to the Privacy Policy and those elements of these Terms applicable to the Services generally.

Signing up to Use the Applications

Use of the free versions of the Applications does not require payment, but we reserve the right to limit or reduce the functionality or features available in the free versions of the Applications.

In order to use the Applications, you must sign up for an account ("Account"), and either select a password and username for the Account ("NoRedInk User ID") or use a single sign-on service such as Google or Clever to create the Account. You promise to provide us with accurate, complete, and updated registration information about yourself during the registration process. You may not select as your NoRedInk User ID a name that you don't have the right to use. You may not (i) select or use as a NoRedInk User ID a name of another person with the intent to impersonate that person; or (ii) use as a NoRedInk User ID a name subject to any rights of a person other than you without appropriate authorization. In certain situations, your NoRedInk User ID may be selected for you by your school or district; the same rules apply to them when they select a NoRedInk User ID for you.

You represent and warrant that you are of legal age to form a binding contract, or If you are not of legal age to form a binding contract (in many jurisdictions, this age is 18), you may only use the Applications with the express consent of and agreement to these Terms by your parent, guardian, school or school district. If you're agreeing to these Terms on behalf of an organization or entity (for example, if you're a teacher agreeing to these Terms on behalf of a school or 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.

As to the Children's Online Privacy Protection Act or any state law which requires consent or authorization from a parent or guardian for the collection or use of information concerning a student, the parent, guardian, teacher, school or school district, is responsible and liable for fulfilling any applicable consent requirement.

You will only use the Services for your personal, 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 your using the Services in a way that breaks the law.

Interacting with the Applications

The Applications consist in large part of exercises to help students improve their writing, with NoRedInk Content (defined below) provided by NoRedInk to give students interesting and relevant subjects for their own writing. Students and teachers create and upload their own written content as part of the use of the Applications.

Students write paragraphs or essays in response to the NoRedInk Content, and submit the paragraphs or essays to the Applications. Student writing and teacher feedback on student writing are collectively "User Submissions". Within the Applications, Students cannot see other students' User Submissions or teacher feedback on other students' User Submissions, and teachers can see only their own students' User Submissions.

NoRedInk usually stores User Submissions in the Applications for as long as we are working with a school or school district. If you want a copy of your User Submissions, please tell us at support@noredink.com, and if your school agrees, we'll provide you with a copy. Please note that NoRedInk will collect and maintain User Submissions in accordance with its agreement with the district, school, or teacher, as applicable. However, NoRedInk's services shall not be used as a file retention system as NoRedInk's services do not replace or act as your district's or school's current retention software, policies, or practices.