


# Terms

EVERYDAY SPEECH, LLC

TERMS OF SERVICE

Last Updated: August 1st, 2020

Welcome to Everyday Speech!

These terms and conditions are a legal agreement (these "Terms") between you (together with the business entity, if any, that you represent, "you" or "your" or "User") and Everyday Speech, LLC ("Everyday Speech" or "we", "us" or "our"), establishing terms and conditions under which you shall access and use the services and features ("Services") available through our mobile application (the "App") and through on Everyday Speech's web-based social learning platform (toget' 

with the App, the "Platform"). The Platform is located at <https://www.everydayspeech.com/> and any related sub-domains (the "Website(s)") and provided through such Website and through our App, as made available by Everyday Speech from time to time. The date you first agree to these Terms is referred to herein as the "Effective Date." Your use of the Platform is also subject to our Privacy Policy available on our Website at <https://everydayspeech.com/privacy> and updated from time to time ("Privacy Policy").

The Platform enables you to provide social skills training and related content to students ("Students") by providing such Students with access to the content available through your use of the Platform.

You represent, warrant and covenant that, prior to displaying content from the Platform to any individual, you will obtain the agreement of such individuals, or their parent or legal guardian where applicable, under applicable law and regulation, permitting such



individuals, or the Students they represent, to access and use content available through your use of the App or Platform under terms and conditions consistent with these Terms.

BEFORE YOU CLICK ON THE "I ACCEPT" BUTTON OR OTHERWISE ACCESS THE PLATFORM OR APP OR USE ANY OF THE SERVICES, CAREFULLY READ THESE TERMS. BY CLICKING ON THE "I ACCEPT" BUTTON OR ACCESSING THE PLATFORM, WEBSITE OR APPS OR USING THE SERVICES, YOU AND THE BUSINESS ENTITY THAT YOU REPRESENT ARE AGREEING TO BE BOUND BY AND ARE BECOMING A PARTY TO THESE TERMS. YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THESE TERMS ON BEHALF OF THE BUSINESS ENTITY YOU REPRESENT. YOU HEREBY COVENANT TO ENSURE THAT ALL USERS THAT GAIN ACCESS TO THE PLATFORM AND/OR THE SERVICES FROM YOU ARE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, THEN DO NOT CLICK "I ACCEPT" AND YOU WILL NOT



# BE PERMITTED TO ACCESS AND/OR USE THE SERVICES.

## 1. Registration

Some portions of our Services may be available to users without registering, other features will only be available to those users who register with us, while still other features will only be available to users based on the features included in their tier of subscription plan or trial of our Services. In consideration of your use of the Service, you agree to (a) provide accurate, current and complete information about you as may be prompted by any registration forms on the Service ("Registration Data"); (b) maintain the security of your password and identification; (c) maintain and promptly update the Registration Data, and any other information you provide to us, to keep it accurate, current and complete; and (d) be fully responsible for all use of your account and for any actions that take place using your account.

## 2. Restricted License



On the condition that you comply with all your obligations under these Terms, Everyday Speech hereby grants you a non-exclusive, non-transferable, restricted license (without the right to sublicense) to access the Platform and use the Services in accordance with these Terms and the instructions and guidelines posted on the Platform. Everyday Speech reserves the rights to terminate your license to use the Platform and Services at any time and for any reason or to change the features included in different tiers of paid or free subscription plans. You may not use the Services to substantially replicate products or services offered by Everyday Speech including the republication of Everyday Speech content or the creation of a competing platform. If Everyday Speech believes, in its sole discretion, that you have violated or attempted to violate these Terms, your ability to use and access the Services may be temporarily or permanently revoked, with or without notice.



Everyday Speech reserves the right to investigate possible violations of these Terms, block users from accessing the Services, and refer matters to law enforcement authorities for further investigation. We may disclose information to third parties, in accordance with our Privacy Policy, located at <https://everydayspeech.com/privacy>.

You agree that if Everyday Speech determines or reasonably suspects that you are reselling or brokering the Services' information, programs, computer applications, or data, or is otherwise violating any provision of these Terms, Everyday Speech may take immediate action, including terminating the delivery of, and the license to use, the Services. Everyday Speech reserves the right to use whatever means it deems appropriate to monitor your compliance with these Terms. Everyday Speech reserves the right to exercise whatever lawful means it deems necessary to prevent unauthorized access to or use of the Services, including but not limited to, technological barriers, IP mapping,



and contacting your Internet Service Provider (ISP) regarding such unauthorized use.

You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

### **3. Your Content**

In order to use some features of the Services, you may choose to provide us with information, or access to information, to create and automatically update your Everyday Speech account (collectively, "your content"). You own your content and may request deletion of your content at any time, unless you have shared your content with others and they have not deleted it, or it was copied or stored by other users while displayed by you to others through the Services, as further described in our Privacy Policy. You represent and warrant that



you have the right to provide us with your content and to permit us to use and disclose your content within the parameters authorized by these Terms or our Privacy Policy.

Everyday Speech permits teachers to provide information identifying content made available to individual students, as a personal memory aid. You agree that you will not provide any information that would constitute an "education record" under the Family Education Rights and Privacy Act ("FERPA") or 34 CFR §99.3, or otherwise provide personal information regarding any minors.

You, and not Everyday Speech, are responsible for maintaining and protecting a separate permanent record of all of your content, if you wish to retain your content. Everyday Speech will not be liable for any loss or corruption of your content, or for backing up or restoring any of your content.





Notwithstanding anything else in these Terms or otherwise, Everyday Speech may monitor your use of the Services and Platform and use data and information related to your use of the Services in an aggregate or de-identified manner, including to compile statistical and performance information related to the provision and operation of the Platform and Services and the efficacy of the Platform, Services and particular Content. You agree that Everyday Speech may make such data and information publicly available and use such information to the extent and in the manner required by applicable law or regulation and/or for purposes of data gathering, analysis, service enhancement and marketing, provided that such data and information does not identify you or any other individual or entity.

#### **4. User Conduct**

You understand that the Services are available for your personal and business use only and for your use in



connection with your Students. You shall not share your login credentials with any third party or otherwise enable a third party to use your account. Information and other text, images, data, links, software, or other material accessible through the Websites or Services, whether created by us or provided by another person for display on the Websites or through the Services ("Content") in the Services may be protected by intellectual property rights of others. Please do not copy, upload, download, or share files unless you have the right to do so. You, not Everyday Speech, will be fully responsible and liable for what you copy, share, post, upload, download or otherwise use while using the Services. You represent, warrant and agree that your content or information shared through your account or otherwise shared by you on or through the Services will not violate or infringe upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary rights; be in violation of any law or used in furtherance of any such violation.



contain libelous, defamatory or otherwise unlawful material.

In addition, you agree not to use the Services:

in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Services;

to share or otherwise make available any content that we deem to be harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable;

to impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age or your affiliation with any person or entity;

to share or otherwise make available any unsolicited or unauthorized advertising, solicitations, promotional materials, "jur



mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation; to share or otherwise make publicly available on the Services any private information of any third party, including addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;

to share or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

to share or otherwise make available content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law;



to use or attempt to use another's account, service or system without authorization from us, or create a false identity on the Services;

to manipulate the Services to obtain fee-bearing features for which you have not subscribed or to start more than one free trial for the Services within a one-month period without authorization from us;

to forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted by you;

to access, retrieve or index the Services for purposes of constructing or populating a searchable database of contact or business information;

to record, process, or mine information about other users;

to use any robot, spider, search/retrieval application, or other automated device, process or means to access, retrieve,



scrape, or index the Services or any Content; or  
to reformat or frame any portion of the Services.

## **5. Content Posted on Other Websites**

We have not reviewed, and cannot review, all of the material, including computer software, made available through the websites and web pages to which Everyday Speech.com links, or that link to our Website. Everyday Speech does not have any control over those non-Everyday Speech websites and web pages and is not responsible for their contents or their use. By linking to a non-Everyday Speech website or webpage, Everyday Speech does not represent or imply that it endorses such website or webpage. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. Everyday Speech disclaims any responsibility for an



harm resulting from your use of non-Everyday Speech websites and web pages.

## **6. Intellectual Property**

These Terms do not transfer from Everyday Speech to you any Everyday Speech or third-party intellectual property, and all right, title and interest in and to such property will remain (as between the parties) solely with Everyday Speech. Everyday Speech, the Everyday Speech logo, and all other trademarks, service marks, graphics and logos used in connection with Everyday Speech, LLC or the Platform, are trademarks or registered trademarks of Everyday Speech or Everyday Speech's licensors. Other trademarks, service marks, graphics and logos used in connection with the Platform may be the trademarks of other third parties. Your use of the Platform grants you no right or license to reproduce or otherwise use any Everyday Speech or third-party trademarks.

## **7. Unsolicited Ideas and Feedback**



While we welcome your feedback, ideas, and suggestions, it is important to be aware of the following restrictions. If you send us feedback, ideas, or suggestions (collectively, "unsolicited ideas"), you agree that: (1) your unsolicited ideas become the property of Everyday Speech and you are not owed any compensation in exchange; (2) none of the unsolicited ideas contain confidential or proprietary information of any third party; (3) Everyday Speech may use or redistribute unsolicited ideas for any purpose and in any way; (4) there is no obligation for Everyday Speech to review or use your unsolicited ideas; and (5) Everyday Speech has no obligation to keep any unsolicited ideas confidential.

## **8. Advertisements**

Everyday Speech reserves the right to display advertisements on Everyday Speech.com or within Everyday Speech's mobile applications.

## **9. Payments**





If you purchase any Services that we offer for a fee, either on a one-time or subscription basis ("Premium Services"), you agree to Everyday Speech or its third-party payment processing service provider storing your payment card information. You also agree to pay the applicable fees for the Premium Services (including, without limitation, periodic fees for premium accounts) as they become due plus all related taxes. You may cancel your Premium Services as provided on the Platform from time to time. If you register for our Services as a member of an organization, your subscription may be paid by such organization; provided that, if so, then your subscription shall be effective for only the period for which such subscription is paid by such third party.

## **10. Changes**

Everyday Speech reserves the right, at its sole discretion, to modify or replace any part of these Terms. It is your responsibility to check these Terms



periodically for changes. Your continued use of or access to the Platform following the posting of any changes to these Terms constitutes acceptance of those changes, except that, if such changes occur during the period of your paid subscription to our Services, then such changes shall take effect upon the sooner of (i) the renewal of your subscription and (ii) the date that you inform Everyday Speech of your acceptance of such changes.

## **11. Termination**

Everyday Speech may terminate your access to all or any part of the Platform at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate your EverydaySpeech.com account (if you have one), you may terminate your subscription via the Platform or provide notice of termination to us at [info@everydayspeech.com](mailto:info@everydayspeech.com).

Everyday Speech will have no obligation to provide a refund of any amounts previously paid to Everyday



Speech. Everyday Speech can terminate the Platform and/or any related Services immediately as part of a general shut down of our Services. If your subscription is paid by a third-party organization, your subscription may be terminated by such organizer. All provisions of these Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, rights in data you share with other users, warranty disclaimers, indemnity, limitations of liability and governing law and jurisdiction.

## **12. Disclaimer of Warranties**

a) THE SERVICES, YOUR EVERYDAY SPEECH ACCOUNT, AND ALL INFORMATION AND CONTENT ARE MADE AVAILABLE TO YOU ON AN "AS IS," "AS AVAILABLE" BASIS. EVERYDAY SPEECH, ITS PARENTS, SUBSIDIARIES, AFFILIATES, AND THIRD PARTY DATA PROVIDERS AND MOBILE APPLICATION DISTRIBUTORS (COLLECTIVELY THE "EVERYDAY SPEECH PARTIES"



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**b) THE EVERYDAY SPEECH PARTIES FURTHER DISCLAIM ALL LIABILITY FOR ANY LOSS OR DAMAGE ARISING OUT OF YOUR USE OF THE EVERYDAY SPEECH SERVICES AND INFORMATION AND CONTENT AVAILABLE THROUGH THE EVERYDAY SPEECH SERVICES. YOUR USE OF THE EVERYDAY SPEECH SERVICES IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY RESULTING LOSS OR DAMAGE, INCLUDING BUT NOT LIMITED TO LOST REVENUE OR PROFITS, ANY LOSS OF DATA, OR DAMAGE TO YOUR COMPUTER FROM VIRUSES THAT MAY BE DOWNLOADED TO YOUR COMPUTER IN THE COURSE OF USING THE EVERYDAY SPEECH SERVICES.**



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d) SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, THE LIMITATION OR EXCLUSION OF IMPLIED WARRANTIES, OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IF YOU RESIDE IN SUCH A JURISDICTION, THE ABOVE LIMITATIONS SHALL APPLY

**TO YOU TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW.**

**e) EVERYDAY SPEECH DOES NOT HAVE ANY OBLIGATION TO VERIFY THE IDENTITY OF THE PERSONS REGISTERING TO USE ITS SERVICES, NOR DO WE HAVE ANY OBLIGATION TO MONITOR THE USE OF ITS SERVICES BY OTHER USERS; THEREFORE, EVERYDAY SPEECH DISCLAIMS ALL LIABILITY FOR IDENTITY THEFT OR ANY OTHER MISUSE OF YOUR IDENTITY OR INFORMATION THAT YOU PERMIT ANY THIRD PARTY TO ACCESS.**

**f) EVERYDAY SPEECH IS NOT RESPONSIBLE, AND MAKES NO REPRESENTATIONS OR WARRANTIES, FOR THE DELIVERY OF ANY MESSAGES (SUCH AS POSTING OR TRANSMISSION OF ANY OTHER USER GENERATED CONTENT) SENT THROUGH EVERYDAY SPEECH TO ANYONE.**

**g) THE EVERYDAY SPEECH SERVICES MAY CONTAIN HYPERLINKS TO THIRD PARTY WEBSITES**



(THE "THIRD PARTY SITES"), AND EVERYDAY SPEECH ASSUMES NO RESPONSIBILITY AND HAS NO CONTROL OVER THE INFORMATION AND OR CONTENT CONTAINED THEREIN. THE EVERYDAY SPEECH PARTIES ALSO DISCLAIM ALL LIABILITY ASSOCIATED WITH YOUR USE OF ANY THIRD PARTY SITES.

### **13. Limitation of Liability**

a) TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE EVERYDAY SPEECH PARTIES BE LIABLE FOR (A) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE, OR CONSEQUENTIAL DAMAGES, (B) LOSS OF PROFITS, (C) BUSINESS INTERRUPTION, (D) LOSS OF OR DAMAGE TO REPUTATION, OR (E) LOSS OF INFORMATION OR DATA REGARDLESS OF LEGAL THEORY, WHETHER OR NOT EVERYDAY SPEECH HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.





b) THE EVERYDAY SPEECH PARTIES' MAXIMUM AGGREGATE LIABILITY TO YOU FOR ANY CAUSES WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION (WHETHER SUCH LIABILITY ARISES DUE TO NEGLIGENCE, BREACH OF CONTRACT, MISREPRESENTATION OR FOR ANY OTHER REASON), WILL AT ALL TIMES BE LIMITED TO THE GREATER OF (I) THE AMOUNT PAID, IF ANY, BY YOU TO EVERYDAY SPEECH IN CONNECTION WITH THE SERVICES IN THE TWELVE (12) MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY OR (II) US \$10.00.

#### **14. General Representation and Warranty.**

You represent and warrant that (i) your use of the Platform will be in strict accordance with the Everyday Speech, LLC Privacy Policy, with these Terms and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all



applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside) and (ii) your use of the Platform will not infringe or misappropriate the intellectual property rights of any third party.

## **15. Indemnification**

You agree to indemnify and hold harmless Everyday Speech, its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the Platform, including but not limited to your violation of these Terms.

## **16. Miscellaneous**

These Terms constitute the entire agreement between Everyday Speech and you concerning the subject matter hereof. We may, at our sole discretion and without notice, revise these Terms at any time by updating t'



posting. These Terms shall be governed and interpreted pursuant to the laws of the Commonwealth of Massachusetts, United States of America, without regard to the conflict of law provisions thereof. All claims, legal proceedings, or litigation arising in connection with the Services will be brought solely in federal or state courts located in the Commonwealth of Massachusetts, and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum. If any part of these Terms is held to be unlawful, void, or unenforceable, that part will be deemed severable and shall not affect the validity and enforceability of the remaining provisions. A waiver by either party of any term or condition of these Terms or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. Neither these Terms nor the licenses granted herein are transferable by You without the prior written consent of Everyday Speech, which may be granted or withheld in Everyday Speech's sole discretion. Ever



Speech may assign or subcontract its rights and obligations under these Terms without condition. These Terms will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

## **17. For Additional Information.**

If You have any questions about these Terms, please contact us at: [info@everydayspeech.com](mailto:info@everydayspeech.com).

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The Social-Emotional Learning platform with no-prep curricula for every student.



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## Our Materials

## Helpful links

