



Terms and Conditions

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This is the serious part—the Terms and Conditions. Read them carefully as they provide important information. Please only create a QuaverEd account or otherwise use the QuaverEd resources if you agree to be legally bound by all terms and conditions herein. Your acceptance of these Terms and Conditions creates a legally binding contract between you and QuaverEd.

VERY IMPORTANT: QuaverEd is designed for PK-8th grade educators around the world! Each QuaverEd licensed user must create an individual educator account that is not to be shared with others. Educators, school administrators, school district personnel, or other responsible parties may create student accounts linked to the teacher account—but QuaverEd does not market, collect, or otherwise advertise to students under the age of 18.

All QuaverEd resources comply with applicable law, including but not limited to the Family Educational Rights and Privacy Act (FERPA) and Children's Online Privacy Protection Act (COPPA). In compliance with COPPA, QuaverEd never collects PII directly from any user under the age of 13 without the explicit consent of an authorizing adult such as the teacher, district representative, or guardian. If you are a parent, guardian, educator or other authorizing adult and believe that your child or student under the age of 13 has provided Quaver with personally identifiable information without your authorization, please notify PrivacyDirector@QuaverEd.com so that we can immediately delete the information from our servers. For more information about our privacy policy, please click [here](#).

Unauthorized commercial or other misuse of QuaverEd curriculum resources may result in the cancellation of your account.



Account Creation, Maintenance, Term:

Account Creation & Maintenance: In order to access QuaverEd resources, you are required to provide certain information (such as name, e-mail, school district, etc.). You agree that any information you provide will always be accurate and complete, and you agree to update any such information if it changes. Further, you agree that you will not register under more than one email address in an attempt to subvert our preview account access limits.

Email Permissions, WhiteListing: For the duration of your license term, you agree that QuaverEd can send you weekly emails with teaching tips and any tech updates related to your specific license, as well as important information related to your account, access, and functionality. Further, you agree that QuaverEd can send you periodic emails related to new services, curricula, and content available in support of providing high quality resources for skills-based instruction for students in PK-8th grade. Email permissions can be updated by the Licensee. The Licensee agrees that it will request @QuaverEd.com be whitelisted to ensure that emails, codes, and accessibility are not hindered by district email filters. QuaverEd agrees that it will **never** sell your data or email to any other company or organization.

Confidentiality of Information: You are responsible for maintaining the confidentiality of passwords associated with any account you use to access the QuaverEd resources and you are responsible for all activities that occur under your account(s). You are solely responsible for any consequences, losses, or damages that we may directly or indirectly incur or suffer due to any unauthorized activities conducted by you. If you become aware of any unauthorized use of your password or of your account, you agree to notify QuaverEd immediately at info@QuaverEd.com.

Term: The effective license duration for each Licensee (also referred to as the “Term”) shall be noted on the User’s invoice as well as within the site license User Information profile. In most instances, our license terms are July 1–June 30, to correspond with the academic year.

Licensing Fee: The price for each Licensee’s license “Licensing Fee” is referenced on the Licensee’s invoice. License fees do not include applicable sales or use taxes or book depository fees (where applicable), or credit card merchant fees (convenience payment fees) and which shall be separately stated on the price quote or invoice and



borne by the Licensee, unless the User is Tax Exempt or other conditions apply. QuaverEd reserves the right to adjust prices. Any price changes shall be communicated at least 120 days prior to the change going into effect.

Tax Exemption: Licensee of Curriculum Resources are generally understood to be schools, libraries, and other tax-exempt organizations. It is the duty of the Licensee to maintain its tax exempt status. Tax exempt certificates are requested at the time of purchase in order to verify Tax Exempt Status.

Data Integrations: While data integration (Single Sign On or Rostering) is not a requirement of using QuaverEd licenses, should a district elect to enroll in our Single Sign On, Rostering, or Integrations services, QuaverEd provides robust support for such an integrated experience. It is important for Licensee to understand that the QuaverEd license can be completely accessed and utilized without any type of district integration. QuaverEd cannot control or dictate to District IT offices their workflow in making QuaverEd resources available within a District platform. Due to high volumes, requests for Data Integrations received between July and September can take 3–5 weeks to complete, so educators should also be aware that they can access their account natively (from the QuaverEd.com site). For more on available integrations visit this article: <https://help.quavered.com/integrating-with-quavered/>.

Data Integrations or Data Transfer Fee: QuaverEd licenses are fully functional without an integration into District SSO systems. For information on the integrations we support, you can visit <https://www.quavered.com/systems-integrations/>. For supported platforms, QuaverEd provides technical support both for district SSO integrations and student rostering. Should a license holder or district require subsequent integrations (beyond the first integration, typically caused by a district changing service providers mid-license term) or a license holder request exports of data sets or special data sets, there may be a fee incurred. Our standard employee billing rate is \$125 / hour for technical services such as custom data extraction or integrations services beyond the initial service. We will communicate any conditions warranting a fee-for-service in advance of providing such service and seek budget approvals before beginning any work.

Training Fees: Licenses include access to hundreds of on-demand training resources, recorded and live webinars and training sessions, blogs, weekly tips, social media ideas, and other wrap-around-services to ensure users can make the most of their QuaverEd license. Custom training packages are available for purchase in addition to these offerings.



Customer Service Hotline: QuaverEd agrees to maintain a Customer Service Hotline, staffed by trained professionals, during the school year from 7 AM CST to 6 PM CST.

Unplugged Kits: Licenses may contain access to offline resources created for the instances where Internet access is unavailable - including printables, song downloads, and “unplugged” kits. The term of these Unplugged Kit resources coincides with the term of the Licensee Licenses and shall not be used following expiration of the term of the license. For the avoidance of doubt and to absolve the Licensee from any accidental use or re-use, the unplugged kit (USB drive), mp3s downloaded or other printables downloaded through the license access should be returned to QuaverEd or destroyed following the license expiration date.

A Cloud-Based Software Product:

Licensee acknowledges that the purchase of QuaverEd resources requires computer hardware, Internet with appropriate bandwidth/capacity, and projection or smartboard equipment that complies with the minimum standards to realize the full benefits for classroom use. System Requirements are available at <https://help.quavered.com/technical-support/system-requirements/>. The purchase of QuaverEd resources does not include any hardware or separate software products that may be shown in demonstrations, tutorials, or trainings, other than agreed otherwise in writing. Licensee agrees that they may need to work directly with their district IT office to whitelist Quaver sites in order to ensure better bandwidth prioritization by the district, and to ensure that emails, codes, and accessibility are not hindered by district filters.

Intellectual Property, Ownership, Creative Works:

Intellectual Property: QuaverEd is the sole and exclusive owner of our curriculum resources—owning all legal rights, title, and interest in our creative works including ownership to all intellectual property rights worldwide. This includes art, graphics, songs, sounds, voiceovers, design, training videos, teaching videos, and the code and systems created to build, support, and upgrade our resources. Reproduction of such material outside the QuaverEd platform is prohibited. Attempting to license, sublicense, copy, duplicate, distribute, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, reproduce, sell, trade, or resell the QuaverEd Resources (including, without limitation, the reproduction, sale, trading or resale of lessons or guides customized by other QuaverEd licensees) is strictly prohibited without

our prior written agreement. Original QuaverEd songs used for school plays, recitals, or school (non-commercial) functions are permitted - so long as QuaverEd is credited in the school playbill, social media, or other avenues for crediting QuaverEd as the lawful intellectual property owner. We believe this is yet another teaching opportunity for students to understand that careers in creative works; coding, illustration, design, audio engineering, song writing, music making, and other forms have value. Crediting creators matters.

Song Downloads: As part of an active license for QuaverEd resources, licensees can download certain MP3 files for use only in rehearsals and live school-related performances. Not available for download are all copyrighted songs that QuaverEd has licensed for streaming purposes only. Once downloaded, the MP3 files can be used in school performances or for teaching content, but remain the property of QuaverEd. Upon the termination of the License, the Licensee agrees to delete all MP3 files that have been downloaded (see Unplugged Kits, above). Moreover, the Licensee agrees not to copy or share these files with any other persons or organizations.

Limited License of Certain Commercially-Available Songs: Among the thousands of original recordings, interactives and resources within QuaverEd curriculum resources, there are a handful of licensed commercially-available songs. Our license of these songs is consistent with their intended, classroom use. For teachers wishing to use these songs in a way other than their licensed use within our curriculum (such as for a school performance), an assignment may be required from the licensing entity. Please contact us at Info@QuaverEd.com for avoidance of doubt in any school performances which may be recorded by parents.

Creation of New Resources by Licensed Users: Notwithstanding the foregoing, the QuaverEd platform includes functionality that allows licensees to create new content, make recordings, edit original content, add, annotate or otherwise edit some QuaverEd resources. These activities are permitted to the extent they are enabled within the QuaverEd license, provided that such teacher-customized content is used solely for educational purposes. Unauthorized use of QuaverEd content may give rise to a claim for damages and be a criminal offense. No materials copyrighted by a third party are allowed to be imported into the QuaverEd resources without permission from that party (or through acceptable use of public domain works, as determined by the Licensee). QuaverEd is not responsible for any infringement of intellectual property by its users.

Ownership of Works Created by Licensed Users or Students: Licensee may use the QuaverEd platform to create assignments or request assignments from students. To the extent permitted by the platform functionality, the derivative work created which can be downloaded (for example ringtones, compositions, or mp3s) can remain the property of the Licensee or the student beyond the life of the license.

Intellectual Property Claims of Others: Should QuaverEd be contacted by the owner of a song or other material uploaded by a licensed user into our platform (non-QuaverEd material), it is our policy to respond promptly to claims of intellectual property misuse. Our procedures for responding to alleged copyright infringement are consistent with the form suggested by the United States Digital Millennium Copyright Act, the text of which can be found at the U.S. Copyright Office web site <http://www.copyright.gov/legislation/dmca.pdf>. Please note that you will be liable for damages (including costs and attorneys' fees) if you make any material misrepresentations when making or countering a copyright infringement claim.

Modifications by QuaverEd

Modification of Resources for Technical Reasons: From time to time, QuaverEd will need to modify resources in order to ensure they are properly functioning with updates to operating systems, browser design, hardware changes, and other technical issues beyond our control. These modifications will be made and patched regularly to ensure the proper functioning of the QuaverEd resources. Any significant functionality changes will be accompanied by notice through our email and other communications channels, with training videos provided where applicable.

Other Modification of Resources or Content: QuaverEd will continually assess content through various educational lenses in an effort to ensure resources are free of bias or prejudice. Our commitment to equity, diversity, and inclusion—and details on our resource review process—are available at <https://www.quavered.com/equity-diversity-and-inclusion/>. Any resources removed or altered for these reasons will be announced through the QuaverEd blog with sufficient time provided for educators to make alternative arrangements in their teaching approach or practice prior to the removal of the resources. In order to reduce disruption to school-year plans, we endeavor to make any changes in content which necessitate removing resources from our platform in the summer. We will continue to add, increase, and enhance the quality and content



available through QuaverEd licenses throughout the school year. We welcome feedback on this practice or further questions, which can be addressed to QuaverEd DEI Committee and emailed to info@QuaverEd.com.

Modifications due to Change in Applicable Law: QuaverEd shall have the right to modify the terms of this agreement, as needed (as reasonably determined by QuaverEd), in order to comply with Federal COPPA and FERPA laws or any other relevant legislation, including but not limited to any state or federal privacy laws or other laws governing use of educational materials for minor children.

Acceptable Use

No Unlawful Activity: As a condition of use by the Licensee of the QuaverEd Resources, you will not use the QuaverEd resources for any unlawful purpose. You will not upload any materials that are threatening, pornographic, obscene, harassing, hateful, racially or ethnically offensive or encourages conduct that would be considered a criminal offense, violate any law or is otherwise inappropriate for the profession of educating children in grades PK-8. You may not use the QuaverEd resources or platform in any manner that, in our sole discretion, could damage, disable, overburden, impair or interfere with any other licensed party's use of them. In addition, you agree not to use false or misleading information in connection with your licensed account, and acknowledge that we reserve the right to disable any Licensee's account with a profile which we believe (in our sole discretion) is false or misleading.

Messaging, Chat, Communications Features: The QuaverEd platform provides several communication tools, including video record (teacher and student record) and teacher-student chat mechanisms. By posting information or otherwise using any open communication tools as mentioned, you agree that you will not upload, post, share, or otherwise distribute any content that: (i). is illegal, threatening, defamatory, harassing, degrading, intimidating, fraudulent, racist, and pornographic or contains any type of inappropriate or explicit language; (ii). infringes any trademark, copyright, trade secret, or other proprietary right of any party; or (iii). attempts any type of unauthorized advertising. QuaverEd does not accept any liability for the unauthorized actions of licensed users. QuaverEd is not responsible for filtering or monitoring use by Licensee of chat or messaging features between Licensee and students for whom they are responsible.



Privacy Policy

QuaverEd's Privacy Policy: Our privacy policy can be reviewed at <https://www.quavered.com/privacy-policy/> (the "Privacy Policy"). It describes the collection, use and disclosure of data and information (including location and usage data) by QuaverEd in connection with the QuaverEd resources. The Privacy Policy, as may be updated by QuaverEd from time to time in accordance with its terms, is hereby incorporated into these Terms and Conditions.

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Termination

We may, at our sole discretion, suspend or terminate the Licensee's access to all or part of the QuaverEd resources for any reason, including, without limitation, for breach of these Terms and Conditions. QuaverEd will notify users whose license has been terminated, and provide as much information as is legally permitted related to the reason for QuaverEd's termination of the Licensee's access.

Breach of Agreement: In the event that QuaverEd verifies any actions by an Licensee to intentionally breach the Terms and Conditions of this agreement, such actions will be grounds for immediate termination of the license(s) of the Licensee. Termination will become effective on written notice from QuaverEd to the Licensee. No refunds or credit for the unused term of the license(s) will be granted. Further action by QuaverEd to recover additional costs of the breach may be initiated.

Failure of Quaver to Perform: In the event Licensee believes that QuaverEd has failed to perform under the Terms and Conditions of this agreement, the Licensee is required to give written notice to QuaverEd and allow 30 days to correct the problem. If the problem is not corrected within 30 days, the Licensee will receive a refund for the unused portion of the license term.

Non-Payment: If the Licensee does not pay QuaverEd within 60 days of the due date of the payment for the Licensee's licence, QuaverEd may suspend the license until such payment is made. Timely notice will be provided of pending suspension for non-payment.

Bankruptcy: This Agreement shall terminate, without notice, (i) upon the filing by or against either party of insolvency, receivership, or bankruptcy proceedings or any other proceedings for the settlement of either party's debts, (ii) upon either party making an assignment for the benefit of creditors, or (iii) upon either party's dissolution or ceasing to do business, (iv) in the event of QuaverEd's bankruptcy or insolvency, the company will endeavor to provide a server consisting of all currently licensed materials purchased by the Licensee in order to support the Licensee through the remainder of the license term.

Miscellaneous

Transfer of Rights to Successors: The rights and obligations of either party shall not be transferable without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. All obligations of the parties herein shall be binding upon their respective successors or assignees.

Jurisdiction for Disputes: Unless otherwise agreed with the District of the Licensee, this agreement shall be governed by, and its terms shall be construed in accordance with, the laws of the state of Tennessee or, if Federal, in the jurisdiction of the U.S. Court of the Middle District of Tennessee.

Indemnification: To the extent permitted by law, QuaverEd and Licensee hereby indemnify the other and save and hold the other harmless from any and all claims, causes of action, damages, liabilities, costs, losses, and expenses (including legal costs and reasonable outside attorneys' fees) arising out of or connected with any claim, demand or action which is inconsistent with any of the warranties, representations, covenants, or agreements such party has made in this agreement including but not limited to any claim brought by a Participating Student (or the student's family) or any third party as a result of a failure of Licensee to obtain a valid parental consent/waiver which duly authorizes the Participating Student's use of the Services and/or Materials associated with the Licensee's license.

No Waiver: No waiver or breach of any term or condition of this Agreement shall be construed as a waiver of any other breach of such term or condition, or of any other term or condition, nor shall any failure to enforce any provisions hereunder operate as a waiver of such provision or any other provision hereunder.

Enforceability: In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, except in those instances where removal or elimination of such invalid, illegal, or unenforceable provision or provisions would result in a failure of consideration under this Agreement, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

Force Majeure Event: In the event of an event or circumstance beyond the reasonable control of QuaverEd such as an act of God; strike, lock out or other industrial or trade disputes impacting service delivery (whether involving employees of QuaverEd or a third party); war, threat of war, terrorist act, revolution, riot, civil commotion, public demonstration, sabotage, vandalism; cyber-security attack which could not be prevented by generally-accepted industry best practices, attack to servers, power failure or explosion, governmental restraint of business operations by local, state or federal authorities, natural disasters or weather related emergency conditions (lightning, fire, storm, flood, earthquake) QuaverEd shall not be liable for failure of the site to operate and any clauses related to up-time, speed, or deliverability of services shall not be in effect during the Force Majeure event.

By using the QuaverEd site, the Licensee understands, acknowledges, and agrees to the Terms and Conditions of this Agreement.

If you have any questions or comments about these Terms and Conditions or our [Privacy Policy](#), you can contact us at: PrivacyDirector@QuaverEd.com

For the previous version of our terms and conditions, please visit:
www.QuaverEd.com/TermsandConditionsOld