

Gaggle Services Terms and Conditions

Last Updated: January 13, 2022

Please read the following Agreement carefully. This Agreement explains your rights and obligations as a user of “Services” provided by Gaggle.Net, Inc. (“Gaggle”). Gaggle Services include but are not limited to, Archiving & Backup, Safety Management, and SpeakUp for Safety. For a further Description of Services, please consult the Gaggle Service Level Agreement.

It may be necessary for us to update or revise parts of this Agreement or any feature of Gaggle Services without prior notice. If we make material changes to this Agreement, we will post the updated Agreement (with a notice that the Agreement has been updated) and notify Customers by email using the primary email address specified in their accounts.

1. Acceptance of Terms

The Terms & Conditions herein establish the understanding for Gaggle to provide Services to you (“Customer”). Compensation for the Services provided shall be at the rates and terms set forth in a Gaggle invoice, Customer contract, or Subscription Agreement. By completing the registration process and providing Gaggle with current, complete, and accurate information, you are agreeing to be bound by these Terms &

their usernames and passwords. For this reason, Gaggle recommends that users change their passwords periodically. Access to and use of current or future password-protected or secured Services is restricted to authorized users only. You will be asked to provide accurate and current information on all registration forms for Gaggle Services. You are solely responsible for maintaining the confidentiality of any username and password that you choose or is chosen by someone on your behalf. You agree not to misuse or share your username or password, misrepresent your identity or your affiliation with an entity, impersonate any person or entity, or misstate the origin of any materials that you are exposed to through Gaggle Services. If you violate your obligations under this section, you may be subject to criminal prosecution or civil damages. You agree to notify Gaggle and your applicable administrator immediately of any unauthorized use of your account or any other breach of security known to you.


3. Privacy and Security

Gaggle uses a variety of measures to protect the security and privacy of its users. Users should be aware, however, that Gaggle cannot guarantee security and confidentiality through its Services. Gaggle accepts no responsibility for harm caused directly or indirectly by the use of its Services. Users should also be aware that the use of Gaggle email and/or email through third-party products, such as those from Google Inc. and Microsoft Corporation, is not private. Although Gaggle is not obligated to do so, it has the right to review and monitor your content and communications, including but not limited to fulfilling obligations set forth in your contract or Subscription Agreement, to back up or review messages to identify network problems, or to determine whether you comply with our Terms & Conditions. Gaggle, at its discretion, may choose to turn over or make available message content to appropriate personnel, the National Center for Missing and Exploited Children (“NCMEC”), and/or law enforcement agencies, if required.

For more information, please also refer to the [Gaggle Privacy Policy](#) and [Gaggle Student Data Privacy Notice](#).

4. Confidentiality Policy


As used herein, “Confidential Information” shall mean the respective parties’ proprietary information or material to which the other party may become aware of as a result of this



duty of confidentiality with respect to such information to the disclosing party or which has become publicly known and made generally available through no wrongful act or omission of the receiving party or of others who were under confidentiality obligations with respect thereto. Each party agrees that with respect to the Confidential Information of the other party, during the term of this Agreement and thereafter, such party: (a) shall at all times maintain the confidentiality of the Confidential Information, using the same degree of care that such party uses to protect its own confidential information of a like nature and, (b) shall not disclose the Confidential Information to any other individual, entity, or third party, except as permitted herein or as may be requested or required by (or as deemed advisable by counsel under) applicable law, rule, regulation, court order, legal process, or governmental, judicial, regulatory, or self-regulatory oversight.

5. Family Educational Rights and Privacy Act (FERPA)

The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g; 34 CFR Part 99) is a federal law that protects the privacy of student education records. You are required to comply with FERPA and its applicable regulations. Gaggle shall not disclose any student's education records, personally identifiable information, or other related records monitored, maintained, and retained by Gaggle and/or other Services provided by Gaggle to any third party (other than your school organization) without prior authority. Gaggle shall maintain the privacy and confidentiality of all student education records and shall make available to your school organization the right to inspect and review the student education records upon request. Gaggle shall not disclose or transmit student education records or information to any unauthorized party without the prior consent of the student, guardian, and/or your school organization, or by court order, administrative order, or subpoena. Notwithstanding the foregoing, to protect your school or district against the risks involved in handling explicit content involving minors, Gaggle registers incidents containing pornographic videos and images of possible minors with the CyberTipline at the National Center for Missing and Exploited Children ("NCMEC"). It is NCMEC's mission to prevent the spread of these materials, as well as to prevent the sexual exploitation of children. For more information, consult the Gaggle Student Data Privacy Notice.



After-hours support is provided through a monitored email account at support@gaggle.net.

Gaggle provides additional technical support twenty-four (24) hours per day, seven (7) days per week. Response time commitments are made based on the severity of the issue, ranging from six (6) hours for critical issues to twenty-four (24) hours for informational requests.

7. Assignment

Neither party may assign or transfer any part of this Agreement without the written consent of the other party, but only if: (a) the assignee agrees in writing to be bound by the terms of this Agreement, and (b) the assigning party remains liable for obligations incurred under the Agreement prior to the assignment. Any other attempt to transfer or assign is void.

8. Term of Agreement.


This agreement commences with the start of Services and continues until otherwise terminated, by written agreement of the parties, in accordance with Section 10 or upon the expiration of the last Service Term or Renewal thereof.

9. Automatic Renewal of Services

Except as otherwise specified, Services shall automatically renew for successive one-year periods, unless and until terminated by either party in accordance herewith or unless either party provides written notice of non-renewal to the other party prior to the end of the then-current Services Term. Gaggle may increase pricing applicable to the renewal of any then-current Services Term by providing Customer with notice thereof, including by email, at least 30 days prior to the end of such term.

10. Termination

Customer may terminate the Services under this Agreement at the end of any contract by providing thirty (30) days' written notice of the intent to terminate. Gaggle may also terminate or suspend Services if you breach the conditions of this Agreement, the Gaggle Service Level Agreement (SLA), your contract, or Subscription Agreement.



user or third party.

11. Limitation of Liability, Statute of Limitations

In no event shall Gaggle be liable with respect to Services (i) for any amount in the aggregate in excess of the fees paid by you; or (ii) for any indirect, incidental, punitive, or consequential damages of any kind whatsoever. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to you. You agree that regardless of any statute or law to the contrary, any claim or cause of action against Gaggle arising out of or related to use of Services or the terms of use must be filed within one (1) year after such claim or cause of action arose or be forever barred.

You assume total responsibility for the use of Gaggle Services and use these Services at your own risk. Gaggle exercises no control over and has no responsibility whatsoever for actions taken on the internet, and Gaggle expressly disclaims any responsibility for such actions. You acknowledge to Gaggle, and for Gaggle's benefit and the benefit of its directors, employees, licensors, and agents, that the Services may contain bugs and are not designed or intended for use in mission-critical environments requiring fail-safe performance.

12. Message Storage, Content Storage, and Other Limitations

The amount of email storage space and content storage space is limited for each user depending upon your contract or Subscription Agreement. Gaggle is not responsible or liable for the deletion of messages or other information.

13. Communications

Except for any disclosure by you for technical support purposes, or as specified in the Gaggle Privacy Policy, all communications from you will be considered non-confidential and nonproprietary. You agree that any and all comments, information, feedback, and ideas that you communicate to Gaggle will be deemed, at the time of the communication, the property of Gaggle, and Gaggle shall be entitled to full rights of ownership including, without limitation, unrestricted right to delete, use, or disclose such communication in any form, medium, or technology now known or later developed, and for any purpose,

14. Miscellaneous

Gaggle provides Services to your organization to assist it in the protection of your students and your organization. Gaggle shall undertake every commercially reasonable effort to update its Services to maximize detection of unsafe, graphic, and/or obscene communications. Gaggle does not warrant, represent, and/or guaranty that all unsafe communications can or will be detected while monitoring your student communications or website content.

Gaggle shall not be responsible for contacting, notifying, or alerting any governmental agency or bureau including, but not limited to, child protective services agencies, with jurisdiction over your organization (Customer) for which notification has been provided to Customer. Your organization is responsible for reviewing all Gaggle communications, and to take all reasonable and precautionary actions required by your organization to protect the interests of students including, but not limited to, notifying applicable governmental agencies and/or bureaus, such as child protection services pursuant to the Family Educational Rights and Privacy Act (FERPA) and other applicable laws and regulations.

15. Notices

Unless specified otherwise herein: (a) all notices must be in writing and addressed to the attention of the other party's legal department and primary point of contact; and (b) notice will be deemed given: (i) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (ii) when verified by automated receipt or electronic logs if sent by facsimile or email.

16. Indemnity

You agree to indemnify, defend, and hold Gaggle and its respective officers, directors, shareholders, employees, agents, representatives, successors, and assigns (collectively, the "Gaggle Indemnified Persons") harmless from and against any and all third-party claims, liabilities, damages, losses, or expenses (including reasonable attorney's fees and costs) arising out of, based on, or in connection with your access and/or use of Gaggle Services.

or the transaction is statutorily exempt from Transaction Taxes. Gaggle shall be solely responsible for the timely remittance of all Transaction Taxes to the applicable Governmental Authority, and Gaggle shall pay (without reimbursement by Customer), and shall hold Customer harmless against, any penalties, interest, or additional taxes that may be levied or assessed as a result of the failure to invoice or delay of Gaggle to pay any such taxes. "Transaction Taxes" means sales and use taxes, value-added taxes, goods and services taxes, gross receipts taxes, and excise taxes, and excludes any tax on income, real or personal property taxes, or payroll taxes.

18. Trademarks

The trademarks, service marks, logos, slogans, and product designations of Gaggle ("Trademarks") are the property of Gaggle.Net, Inc., and/or their respective owners. You have no right to use any such Trademarks, and nothing contained in Gaggle Services grants any right to use (by license, implication, waiver, estoppel, or otherwise) any Trademarks without the prior written permission of Gaggle or the respective owner.

19. Acknowledgment of Ownership Rights and Disclosure of Deliverables

Gaggle does not convey any ownership in and Gaggle will own in perpetuity all right, title, and interest, worldwide, in and to: (i) any intellectual property or related rights owned or licensed by Gaggle and used in the performance of Gaggle's service hereunder, including Gaggle's Confidential Information, and (ii) the frameworks, methodologies, processes, inventions, analytical tools, and industry data and insights that may be used or developed by Gaggle in the performance of Gaggle's services hereunder along with any and all intellectual property rights in connection with the foregoing (the "Gaggle IP").

20. Choice of Law

This Agreement is made in and shall be interpreted and governed in all respects in accordance with the laws of the State of Delaware without giving effect to any choice of law or conflict of law rules or provisions.

21. Violations

Please report any violations of these Terms & Conditions to Gaggle's Customer Service department at 800-288-7750, via email at support@gaggle.net, or fax to 309-665-0171.

[CONTACT US](#)

[FIND YOUR REP](#)

[PRESS](#)

[CONTRACT VEHICLES](#)

[800-288-7750](tel:800-288-7750)



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