



# TERMS OF SERVICE AGREEMENT

**Educational Impact**

**Effective Date:** January 1, 2026

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## 1. Introduction

This Terms of Service Agreement (“Agreement”) is entered into between **Educational Impact** (“Provider,” “we,” “us,” or “our”) and the subscribing school district, organization, or educational entity (“Client,” “you,” or “your”). This Agreement governs your access to and use of Educational Impact’s video library, professional development platform, and related services (collectively, the “Services”).

By accessing or using the Services, you agree to be bound by this Agreement.

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## 2. Services Provided

Educational Impact provides:

- A digital library of instructional and classroom video content
- Online professional development tools and course-building capabilities
- Administrative dashboards and reporting features
- Support services as outlined in your service plan

We reserve the right to modify, enhance, or discontinue features at any time with reasonable notice.

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## 3. Eligibility and Authorized Use

The Services are intended for use by:

- K–12 school districts
- Educational institutions
- Authorized educators, administrators, and staff

You agree to:



- Use the Services solely for educational and professional development purposes
- Ensure all users comply with this Agreement
- Maintain the confidentiality of login credentials

Unauthorized use, including sharing access outside your organization, is strictly prohibited.

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## 4. Licensing and Access

Educational Impact grants the Client a **limited, non-exclusive, non-transferable license** to access and use the Services during the subscription term.

You may not:

- Copy, distribute, or resell content
- Modify or create derivative works without written permission
- Use content for commercial purposes outside your organization

All rights not expressly granted are reserved by Educational Impact.

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## 5. Subscription Term and Fees

- The subscription term and pricing are defined in your service agreement or order form
- Fees are billed annually unless otherwise specified
- Payments are due within the agreed-upon terms (e.g., Net 30)

Failure to pay may result in suspension or termination of access.

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## 6. Data Privacy and Security

Educational Impact is committed to protecting student and educator data.

We agree to:

- Comply with applicable data privacy laws (e.g., FERPA, COPPA where applicable)
- Implement reasonable administrative, technical, and physical safeguards
- Use data solely to provide and improve Services

The Client is responsible for ensuring proper consent and compliance within their jurisdiction.



## **7. Intellectual Property**

All content, including videos, course materials, and platform design, is the intellectual property of Educational Impact or its licensors.

Client-created content remains the property of the Client; however, you grant Educational Impact a limited license to host and display such content as necessary to provide the Services.

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## **8. Acceptable Use Policy**

You agree not to:

- Upload or distribute unlawful, harmful, or inappropriate content
- Attempt to gain unauthorized access to the platform
- Interfere with system performance or security

We reserve the right to suspend access for violations of this policy.

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## **9. Service Availability and Support**

Educational Impact strives for high availability but does not guarantee uninterrupted service.

We provide:

- Technical support during standard business hours
- Ongoing platform updates and maintenance

Scheduled maintenance will be communicated in advance when possible.

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## **10. Termination**

Either party may terminate this Agreement:

- For cause, with written notice if the other party breaches the Agreement
- Without cause, as outlined in the subscription agreement

Upon termination:



- Access to Services will cease
  - Client data will be retained for a limited period, then securely deleted
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## **11. Disclaimer of Warranties**

The Services are provided “as is” and “as available.”

Educational Impact makes no warranties regarding:

- Uninterrupted or error-free operation
  - Specific educational outcomes
  - Compatibility with all systems
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## **12. Limitation of Liability**

To the fullest extent permitted by law, Educational Impact shall not be liable for:

- Indirect, incidental, or consequential damages
- Loss of data or instructional time

Total liability shall not exceed the amount paid by the Client in the preceding 12 months.

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## **13. Indemnification**

The Client agrees to indemnify and hold harmless Educational Impact from claims arising out of:

- Misuse of the Services
  - Violation of this Agreement
  - Evaluation of applicable laws or regulations
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## **14. Governing Law**

This Agreement shall be governed by the laws of the applicable jurisdiction specified in the service agreement, without regard to conflict of law principles.

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## **15. Changes to Terms**



**Educational Impact**

Educational Impact may update this Agreement from time to time. Clients will be notified of material changes. Continued use of the Services constitutes acceptance of the updated terms.

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## **16. Entire Agreement**

This Agreement, along with any order forms or service agreements, constitutes the entire agreement between the parties and supersedes all prior agreements.

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## **17. Contact Information**

For questions regarding this Agreement, please contact:

**Educational Impact**

270 Pennbrook Pkwy, Lansdale, PA, 19446

info@educationalimpact.com

(800) 859 2793

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**By using the Services, you acknowledge that you have read, understood, and agree to this Terms of Service Agreement.**