

***TO BE TRANSLATED INTO STUDENT'S HOME LANGUAGE***

**CLASS DOJO INFORMED CONSENT AND RELEASE**

I, the undersigned parent/legal guardian, hereby understand that CPS is utilizing the services of Class Dojo (www.classdojo.com), an online application owned and operated by Class Twist, Inc. that allows student users to create avatars and earn points from their teacher for appropriate student behavior and progress. I also understand that as part of this activity my child may be posting his/her name, email address, image, likeness, spoken words, student work, performance and movement and/or other personal and/or personally identifiable information, in any form (hereinafter collectively referred to as "Works"), and displaying, publishing, distributing or exhibiting these Works or any part thereof on the Internet and that all or part of these submissions may be viewed, accessed or otherwise seen by members of the general public and such content may be redistributed through the Internet and/or other media channels. I further understand that I may sign up and provide an email address to receive weekly reports on my child's behavior and progress in connection with his/her participation in Class Dojo. I understand that to the extent that either I or my child are provided with a password for the use of this site, that my child and I can help protect against unauthorized access to my child's account and personal information by appropriately protecting and limiting access to this password and appropriately logging off of the account when finished. I hereby acknowledge and agree that the City of Cambridge, Cambridge School Committee and Cambridge Public Schools do not own or control Class Dojo, and any of my child's Works that are posted on or through this website shall be managed and controlled by Class Dojo in accordance with its privacy policy and terms of service. I further acknowledge that I and my child have read Class Dojo privacy policy and terms of service, true copies of which are attached to this informed consent and release.

By entering into this informed consent and release and granting the permission as stated herein, I am expressly authorizing my child to participate, use and submit Works for posting on Class Dojo. I also am expressly authorizing the Cambridge Public Schools to use, in whole or in part, my child's Works in connection with Class Dojo, including without limitation, the posting of these Works on or through Class Dojo. I further understand that neither the City of Cambridge, Cambridge School Committee and/or Cambridge Public Schools and/or their respective officers, directors, agents and/or employees shall compensate either me or my child in connection with the posting of the Works on or through Class Dojo.

By entering into this informed consent and release and granting the permission as stated herein, I also am releasing the City of Cambridge, Cambridge School Committee and Cambridge Public Schools and their respective officers, directors, agents and/or employees from and against any and all liability, loss, damage, costs, claims and/or causes of action arising out of or related to my child's Works being posted on or through Class Dojo, and/or for my child participating and using Class Dojo. I have read this Informed Consent and Release and understand its terms. I sign it voluntarily and with full knowledge of its significance.

Child's Name: \_\_\_\_\_ Grade: \_\_\_\_\_

Child's Signature: \_\_\_\_\_ Homeroom Teacher: \_\_\_\_\_

Parent/Guardian's Name: \_\_\_\_\_

Parent/Guardian's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# Privacy Policy

[Terms of Service \(/terms\)](/terms)

[Privacy Policy \(/privacy\)](/privacy)

---



ClassDojo’s mission is to build the most important relationships in education — the ones between teachers, parents, and students. We’re humbled that millions of teachers, parents and students like you trust ClassDojo to do that every day. Keeping this trust through your privacy and safety is incredibly important to us. This Privacy Policy explains:

- What information ClassDojo collects from you (and why we collect it),
- How we use and share that information,
- The choices you have, including how to access, update and delete your information.

This policy applies to all products and services offered by Class Twist, Inc. (“ClassDojo,” “we,” “us,” “our,” and our subsidiaries or affiliates).

We've done our best to write this policy in simple, clear terms. We've also added a column on the right that provides short explanations of the legal language in plain English (it starts with 'Basically...') to help even more with understanding, but it isn't legally binding.

Last updated: March 21, 2015. You can see past versions of this policy [here](https://github.com/classdojo/policies/blob/master/privacy.md) (<https://github.com/classdojo/policies/blob/master/privacy.md>) on Github.



([http://studentprivacypledge.org/?page\\_id=45](http://studentprivacypledge.org/?page_id=45))



([https://privacy.truste.com/privacy-seal/Class-Twist,-](https://privacy.truste.com/privacy-seal/Class-Twist,-Inc/validation?rid=9942290d-9cbe-490a-9277-72f17594c0b3)

[Inc/validation?rid=9942290d-9cbe-490a-9277-72f17594c0b3](https://privacy.truste.com/privacy-seal/Class-Twist,-Inc/validation?rid=9942290d-9cbe-490a-9277-72f17594c0b3))



(<https://privacy.truste.com/privacy-seal/Class-Twist,-Inc/validation?rid=35a28526-c90f-4929-b3bc-a335afcac007>)



([http://studentprivacypledge.org/?page\\_id=45](http://studentprivacypledge.org/?page_id=45))



([https://privacy.truste.com/privacy-seal/Class-Twist,-Inc/validation?rid=9942290d-9cbe-490a-](https://privacy.truste.com/privacy-seal/Class-Twist,-Inc/validation?rid=9942290d-9cbe-490a-9277-72f17594c0b3)

[9277-72f17594c0b3](https://privacy.truste.com/privacy-seal/Class-Twist,-Inc/validation?rid=9942290d-9cbe-490a-9277-72f17594c0b3))



([https://privacy.truste.com/privacy-seal/Class-Twist,-](https://privacy.truste.com/privacy-seal/Class-Twist,-Inc/validation?rid=35a28526-c90f-4929-b3bc-a335afcac007)

[Inc/validation?rid=35a28526-c90f-4929-b3bc-a335afcac007](https://privacy.truste.com/privacy-seal/Class-Twist,-Inc/validation?rid=35a28526-c90f-4929-b3bc-a335afcac007))

## Quick Reference

### Overview

What is ClassDojo?

How does ClassDojo protect children's personal information?

What information does ClassDojo collect?

Information you provide to us

Information collected automatically

How does ClassDojo use the information it collects?

Will ClassDojo share any information it collects?

How does ClassDojo protect and secure my information?

ClassDojo's commitments to providing Transparency and Choice

Can I opt-out of providing information?

How can I access and manage my personal information?

How can I delete my account?

**How long does ClassDojo keep information about me?**

**What communications will I receive from ClassDojo?**

**Social Media Features/Widgets**

**How will ClassDojo notify me of changes to this policy?**

**What if I'm not in the U.S.?**

**EU and Swiss Safe Harbor**

**Canada**

**California Privacy Disclosures**

**How can I contact ClassDojo with questions?**

**Further Privacy and Security Resources**

## Overview

Personal information is any information you provide to us that personally identifies you, like your name or email address, or other information which could be reasonably linked to such identifying information by us. We will only collect, use, and share your personal information in accordance with this Privacy Policy. This policy applies whether you use ClassDojo through <http://www.classdojo.com> (the "ClassDojo Website"), our mobile applications (the "ClassDojo Apps"), or any of our other products or services that link to this Privacy Policy (collectively, the "Service"). In addition, this Privacy Policy also covers ClassDojo's treatment of any personal information about our users that our partners or other services might share with us, for example responses to a teacher survey collected through **WuFoo**.

This policy does not apply to websites or services or practices of companies that ClassDojo doesn't own or control, such as third party services you might access through links or other features (e.g., social media buttons) on the Service. These other services have their own privacy policies, and we encourage you to review them before providing them with personal information.

Whether you are new here (welcome!), or have been using ClassDojo for a long time (welcome back!), please do take the time to get to know our privacy practices. We think they're pretty clear and friendly, but if you have any questions, we're here to help. You can visit the **ClassDojo Privacy Center (/privacycenter)** to learn more about how we protect your privacy, or send us an email at [privacy@classdojo.com](mailto:privacy@classdojo.com). By using the Service, you acknowledge that you accept and agree to this Privacy Policy.

We are proud that we've received TRUSTe's Privacy and Children's Privacy Seals signifying that this Privacy Policy and our practices with respect to the operation of the Service have been reviewed for compliance with the TRUSTe program (viewable on the validation page available by clicking [here \(http://clicktoverify.truste.com/pvr.php?page=validate&](http://clicktoverify.truste.com/pvr.php?page=validate&)

[url=www.classdojo.com](http://www.classdojo.com)). The TRUSTe Privacy Certification and the **TRUSTe Children's certification** (<http://www.truste.com/privacy-program-requirements/childrens-privacy-coppa/>) cover information collected on both the ClassDojo Website and the ClassDojo Apps. If you have an unresolved privacy or data use concern that we've not addressed satisfactorily, please contact TRUSTe **here** (<https://feedback-form.truste.com/watchdog/request>).

ClassDojo is also a signatory to the Student Privacy Pledge, agreeing to a set of principles intended to safeguard student privacy, including responsible stewardship, protection, and transparent handling of student personal information. Read more about the Student Privacy Pledge **here** ([http://studentprivacypledge.org/?page\\_id=45](http://studentprivacypledge.org/?page_id=45)).

Basically,

Protecting your privacy is incredibly important to us. This Privacy Policy is here to help you understand how we treat any personal information that you share with us when you use ClassDojo. This policy applies to every ClassDojo product - other companies that ClassDojo doesn't own or control will have their own privacy policies, and you should read them, too! ClassDojo has been **certified by TRUSTe** (<http://clicktoverify.truste.com/pvr.php?page=validate&url=www.classdojo.com>), an FTC-approved COPPA Safe Harbor, for compliance with TRUSTe's Privacy Program and Children's Privacy Program, and has also signed the **Student Privacy Pledge** ([http://studentprivacypledge.org/?page\\_id=45](http://studentprivacypledge.org/?page_id=45)).

---

## What is ClassDojo?

ClassDojo is a simple, easy-to-use platform that helps teachers encourage students and engage parents. In the classroom, teachers use ClassDojo to give students encouragement (or "**feedback points** (<https://classdojo.zendesk.com/hc/en-us/articles/204422125>)") for showing critical skills or strengths - ones like persistence, critical thinking, teamwork and leadership. They use the ClassDojo App or the ClassDojo Website - if multiple devices are used, they will all sync with each other. Beyond the classroom, teachers use ClassDojo to engage families. Teachers can instantly message parents with text messages, pictures, voices notes and stickers. Teachers can also let parents see how their children are doing at

school by sharing their student profiles to highlight the feedback points they've earned.

Parents access ClassDojo using a **unique code** (<https://classdojo.zendesk.com/hc/en-us/articles/203730289>) provided by their child's teacher, or through an email/SMS invitation directly from the teacher. Parents can only view their own children's progress, not those of any other students. Students can also create their own account, but can only tie that account to a class after they receive a **unique code** (<https://classdojo.zendesk.com/hc/en-us/articles/204422145>) from their teacher; if they're under 13, they'll need to have parental consent or notice (as applicable) in order to access certain features of their account. In the student account, students can, for example, see feedback given by their teacher, as well as customize their ClassDojo avatar - a cute monster that represents the student on ClassDojo.

When students set up a ClassDojo account, they create a unique username and password. In accordance with the Children's Online Privacy Protection Act ("COPPA"), we ask for their age, and if they are under 13, we also ask for a parent or guardian's email address to request parental consent. We don't ask students to enter any other personal information.

More information on how the Service operates is located [here](https://classdojo.zendesk.com/hc/en-us/sections/200873509) (<https://classdojo.zendesk.com/hc/en-us/sections/200873509>) and your participation and use of the Service is governed by our **Terms of Service (/terms)** ("Terms").

Basically,

ClassDojo helps teachers encourage students and engage parents! Learn more [here \(/#LearnMore\)](#).

---

## How does ClassDojo protect children's personal information?

Protecting children's privacy is especially important to us - we're educators and parents ourselves, after all. This is why we've signed the Student Privacy Pledge and received TRUSTe's Children's Privacy Seal, signifying that this Privacy Policy and our practices with respect to the operation of the Service have been reviewed and approved for compliance with TRUSTe's Children's Privacy Program. COPPA protects the online privacy of children under the age of 13 ("child" or "children"); for more information about COPPA and generally protecting children's online privacy, please visit **OnGuard Online** (<http://www.onguardonline.gov/articles/0031-protecting-your-childs-privacy-online>).

### **What information does ClassDojo collect from children, and how is it used?**

ClassDojo collects the minimal amount of information from students necessary to create accounts on our Service: we ask students to provide a unique username (we advise students not to use their real names), a password, and the **unique code** (<https://classdojo.zendesk.com/hc/en-us/articles/204422145>) they have been given by their teacher to connect with a class. Consistent with the requirements of COPPA, we also ask for the child's age, and a parent or guardian email address from the child so we can seek verifiable parental consent or provide parental notice (as applicable). We will not use parent emails provided this way to market our Service to the parent, unless the parent has opted in to email marketing or has separately created an account on our Service. Beyond this, the ClassDojo student account does not allow the child the ability to upload any other content to their account, or enter any other personal information. In addition to the information entered by the child, we automatically collect some information from any use of our Service as set forth in the "**Information collected automatically**" section.

We use this information to provide the Service to the child, for security and safety purposes, or as required by law or to enforce our Terms. We will not require children to provide more personal information than is reasonably necessary in order to participate in the Service. If we discover that we have collected information from a child in a manner inconsistent with COPPA, we will take appropriate steps to either delete the information, or immediately seek the parent's consent for that collection. We do not disclose any personal information about children to third parties, except to **service providers** necessary to provide the Service, as required by **law**, or to protect the security of the Service or other users. Information collected from students (including personal information and information collected automatically) is **never** used or disclosed for third party advertising, including any kind of first- or third-party behaviorally targeted advertising, and children's personal information is **never** sold or rented to anyone, including marketers or advertisers.

We also receive from the child's teacher whatever name he or she has provided for the student, and the **feedback points** (<https://classdojo.zendesk.com/hc/en-us/articles/204422125>) assigned by that teacher. Teachers can choose to provide full names for students (e.g., first name and last name) when setting up their class; they can also opt to only provide non-identifying information (e.g., just first name, only initials, or even just seat numbers).

Basically,

ClassDojo has been certified by TRUSTe, an FTC-approved COPPA Safe Harbor, for compliance with TRUSTe's Privacy Program and Children's Privacy Program. We don't ask for or require children to provide personal information beyond that

which is reasonably necessary to use ClassDojo. Information collected from students is **never** used or disclosed for third party advertising or any kind of behaviorally-targeted advertising, and it is **never** sold or rented to anyone, including marketers or advertisers.

---

## Push Notifications

ClassDojo may send push notifications to students - for example, letting them know when their weekly report is ready, or telling them about an achievement milestone they reached! We require children provide a parent's email address before he or she can receive push notifications from ClassDojo. We will then provide the parent with notice and provide the parent the opportunity to prevent further notifications. The device identifier for a child's account will only be associated with other personal information once parental consent is provided. If you are a student or a parent of a child and no longer want these communications to be sent, please either turn off the push notifications on your device, or contact us at [privacy@classdojo.com](mailto:privacy@classdojo.com).

Basically,

Before ever sending a push notification to a child, we will provide notice to parents, or obtain parental consent. Parents can always opt-out later as well.

---

## What Children's Information is Visible to Others?

No student's profile is made available or visible to the public, or to any other students, through ClassDojo. Teachers may **share their classes** (<https://classdojo.zendesk.com/hc/en-us/articles/202027909>), including **feedback points** (<https://classdojo.zendesk.com/hc/en-us/articles/204422125>), with other teachers they co-teach with in their school, to help them collaborate. If the teacher chooses to display ClassDojo in their classroom, such as projecting via a smartboard or interactive whiteboard, students physically present in that classroom may see other students' names, avatars (which can be the default avatars, or



avatars modified by students) and total feedback points - this is similar to how paper-based sticker charts displayed in a classroom might work. Students' full profiles showing each feedback point awarded are not shown in this class view, and are therefore kept private for each student, their teacher, and their parents. Teachers can of course choose not to display ClassDojo this way, for example by using the ClassDojo App on their mobile devices — and many do!

Basically,

By default, the full set of feedback posted to a student's account is private to the student, their teacher(s) and their parents. If a teacher displays the ClassDojo website in class - which is completely optional - only a student's total points and avatar will be displayed.

---

## How Long Does ClassDojo Keep Children's Information?

We only keep a child's personal information for as long as his or her student account is **active** (<https://classdojo.zendesk.com/hc/en-us/articles/204422165>), unless we are required by law to retain it, need it to ensure the security of our community or our Service, or to enforce our Terms. More specifically, ClassDojo operates a 3-tier student data protection policy to protect all students' (not just children's) information ("**3-Tier Student Data Protection Policy**"):

1. **Minimal information:** As mentioned before, ClassDojo collects the minimal amount of information from students necessary to create accounts on our Service: we ask students to provide just the unique student code given by their teacher, a username, and a password. We advise students to not use any personal information in their username. Consistent with the requirements of COPPA, we ask students for their age, and a parent or guardian's email address if they are under 13 years of age so we can seek verifiable parental consent or provide parental notice (as applicable). Beyond this information, the ClassDojo student account does not allow students the ability to upload any content to their account, or enter any additional personal information. In addition to the information entered by the child, we automatically collect some information from any use of our Service as set forth in the "**Information collected automatically**" section.

## 2. **One year deletion policy for feedback points:**

To protect students, ClassDojo sets limits on how long students' **feedback points** (<https://classdojo.zendesk.com/hc/en-us/articles/204422125>) are retained. For all students, feedback points older than 12 months are automatically deleted, unless the student or their parent chooses to retain them by creating their own associated account. For example, if a teacher sets up a class on ClassDojo on January 1, 2016, then unless students or parents create accounts, on January 1, 2017 any feedback points given in that class on or before January 1, 2016 would be deleted (and will continue to be deleted on an ongoing basis as each point reaches 12 months in age). This means feedback points cannot exist long-term without either being deleted automatically, or students or parents knowing about them and being able to access and delete them on their own (by deleting both the parent and student accounts entirely). Teachers can also delete feedback points at any time.

## 3. **Deleting inactive accounts:**

If a student's account is **inactive** (<https://classdojo.zendesk.com/hc/en-us/articles/204422165>) for twelve months or more (meaning no teacher has given feedback to the student or messaged with the student's parent, and neither the parent nor the student have logged into his or her account), ClassDojo will automatically delete the student account, including all personal information provided by students or collected by ClassDojo from students, as well as feedback points associated with the account that are more than 12 months old. Learn more about how we delete student accounts **here** (<https://classdojo.zendesk.com/hc/en-us/articles/204422165>).

Basically,

We only keep a child's personal information for as long as the account is active, unless we are required by law to retain it, need it to ensure the security of our community or our Service, or to enforce our Terms. Additionally, we protect students with our industry-leading 3-Tier Student Data Protection Policy: (1) we collect only minimal information from students (a random username, a password, and a parent's email), (2) we automatically delete their feedback points after a year - unless students or parents choose to save them for longer, and (3) we delete students' accounts if they're **inactive** (<https://classdojo.zendesk.com/hc/en-us/articles/204422165>) for more than twelve months.

## Parental Choices

If you are the parent or legal guardian of a child who has created a ClassDojo account and you did not receive an email seeking your consent or providing notice (as per COPPA), you can email us at [privacy@classdojo.com](mailto:privacy@classdojo.com) to have that child's account deleted.

Any parents that want copies of their children's personal information that we may have stored can contact us either by sending an email at [privacy@classdojo.com](mailto:privacy@classdojo.com) or as described in the "**How Can I Contact ClassDojo With Questions**" section below. At any time, parents can refuse to permit us to collect further personal information from their children, and can request that we delete the personal information we have collected from their child by contacting us as per the "**How can I contact ClassDojo with questions?**" section below. Please keep in mind that deleting records may require us to terminate the account in question. Also remember that before we can share the information with you, or delete it per your request, we will need to verify your identity, for example by requiring that you provide acceptable forms of personal identification.

Basically,

We believe parents should always be able to delete their child's account, request for us to delete their child's personal information, or obtain a copy of their child's personal information. Just **email us** and we'll be happy to help.

---

## What information does ClassDojo collect?

We collect two types of information about you: (1) information that you voluntarily provide us by using the ClassDojo Service (described below under "**Information you provide to us**") and (2) information collected automatically as result of your use of the Service (described below under "**Information collected automatically**"). The types and amounts of information collected will vary depending on whether the user is a teacher, parent or student (e.g. we collect minimal information from students) and how they use ClassDojo (e.g. if teachers join their school, we may need to collect school address information).

Basically,

ClassDojo asks for some limited information directly from teachers, parents, and students (such as account information), and also collects some information

automatically (such as crash reports when errors occur) in order to provide you with the best possible ClassDojo experience.

---

## Information you provide to us

There are currently three categories of users on our Service: teachers, parents, and students. We describe the information collected from students under 13 in the section **above**; for other users, we collect and store the following types of information from each type of user:

- **Account Sign-up and Profile Information:** To create a ClassDojo account as a teacher or parent, you may be asked to provide some basic information such as your first and last name, email address, telephone number, password and a profile photo. If you create a ClassDojo account as a student, you will be asked to enter the **unique code** (<https://classdojo.zendesk.com/hc/en-us/articles/204422145>) you have been given by your teacher (students are unable to sign up for the Service without this), along with a unique username and password. Per COPPA, we may also ask for your age and, if you are under 13, a parent or guardian's email address so we can give parents notice or seek parental consent, as appropriate. We don't ask students to enter any other personal information, and students currently cannot enter any additional personal information through the use of our Service. Teacher profiles may be viewed by other teachers in the same school; however, no teacher, parent or student profile is made available or visible to the general public through the functionality of our Service.
- **School Information:** If you are a teacher, as part of the profile information you provide, you may choose to associate your account with an existing school or may enter a new school name and possibly your school's address if we do not have it already. If you are using the Service as a teacher, we may ask you for permission to collect and store your precise geolocation information to help us identify schools located nearby for you. By connecting you with your school, the Service may enable and provide additional collaboration features for teachers within the same school such as sharing information about student feedback points. Learn more about our current collaboration features and what information will be shared **here** (<https://classdojo.zendesk.com/hc/en-us/articles/202027909>).
- **Class Information:** As a teacher you'll need to enter the class year (e.g., first grade)

and the names of the students in your class (these may or may not be the student's actual first and last names - it is entirely the teacher's choice what they enter here: for example, teachers could enter 'John S', 'John', 'JS', or 'Student 23' to describe the same person). If a teacher opts to share the classes they set up on ClassDojo with other teachers in their school, such as teachers they co-teach with, then those teachers can also see that class's information.

- **Inviting Others:** As a teacher, you can invite your students' parents to join the Service, for example by providing their email address or phone number (to invite them via SMS). As a parent or teacher you can also invite others to join the Service by utilizing your own native mobile application functionality through the ClassDojo App, for example by email, SMS, or sharing via Facebook or Twitter. We will collect and store the email and phone numbers you provide with these requests, and will also treat this as personal information in accordance with this Privacy Policy. We may also ask you for access to the contacts on your mobile device to prevent you having to enter contact information for those invitations you send through our application and may store these contacts from your address book. If these individuals would like to request deletion of their information, they may contact us directly at [privacy@classdojo.com](mailto:privacy@classdojo.com).
- **Feedback Points:** As a teacher, you can customize a list of feedback types that you want to encourage or recognize using **feedback points** (<https://classdojo.zendesk.com/hc/en-us/articles/204422125>), such as persistence, teamwork, or leadership. These feedback points cannot be viewed by the general public through our Service. A student's feedback points can only be viewed on ClassDojo by that student, the teacher who awarded them, that student's parents, and other teachers the class is shared with. If the teacher chooses to display totals to the class, other students in the class may be able to see each other's aggregated totals (but not individual feedback points).
- **Messaging:** As a teacher you can privately message with individual parents that have signed up for the Service, or send broadcast messages to all parents at once, using the **ClassDojo Messaging** (<https://classdojo.zendesk.com/hc/en-us/articles/203730309>) feature. Teachers and parents can send each other messages, which can also include things such as photos, voice notes and virtual stickers. As a teacher or parent, your name and profile photo may be displayed to the person with whom you are messaging, and if you are a teacher, you may receive a 'read receipt' showing how many parents have read your message. We will store messages, and any content sent with the messages (e.g., photos), to provide the Service, and to help teachers keep a log of their communications with parents.

- **Contact Information:** When you choose to provide us with your personal information through the Service in some other manner (e.g., when you send us an email asking a question, submit a support request, participate in a video testimonial about our Service, or choose to participate in any research efforts with ClassDojo to improve the Service).

Our use of the information above is described below in the "**How Does ClassDojo Use the Information it Collects**" section. If you are using the ClassDojo App, we may ask you for certain permissions - please click **here** (<https://classdojo.zendesk.com/hc/en-us/articles/204422195>) for more detail about those permissions.

Basically,

We ask you for different types of information based on who you are (i.e., teacher, parent, and student) and which ClassDojo features you use (e.g., sending a message between a teacher and a parent, or helping a teacher join their school).

---

## Information collected automatically

Like most web-based services, we (or our **service providers**) may automatically receive and log information on our server logs from your browser or your device when you use the Service. For example, this could include the frequency and duration of your visits to ClassDojo (similar to TV ratings that indicate how many people watched a particular show). If you use ClassDojo on different devices, we may link the information we collect from those different devices to help us provide a consistent Service across your different devices. If we do combine any automatically-collected information with personal information, we will treat the combined information as personal information, and it will be protected as per this Privacy Policy.

The technologies and information we automatically collect include:

- **Cookies and other similar technologies:** We (or our **service providers**) may use various technologies to collect and store information when you visit our Service including, **clear GIFs (also known as "web beacons"), "tags", "scripts", and "cookies"** (<https://classdojo.zendesk.com/hc/en-us/articles/204430505>). We use both session and persistent cookies: a session cookie disappears after you close your browser; a

persistent cookie remains after you close your browser (although it can be removed) and may be used by your browser to identify you on subsequent visits to the Service. We may also use, collect and store information locally on your device using mechanisms such as browser web storage (including HTML 5). Like many services, ClassDojo uses these technologies to tailor the Service for you, and to help the Service work better for you - for example, by remembering your language preferences.

Please read our **Cookie Policy** (<https://classdojo.zendesk.com/hc/en-us/articles/204430505>) for more details, including how to remove or modify your cookie settings.

- **Device information:** We collect device-specific information such as your operating system, hardware version, device settings, file and software names and types, battery and signal strength, and device identifiers. This helps us measure how the Service is performing, improve ClassDojo for you on your particular device, and send you push notifications if you've opted in to receive them.
- **Log information:** Like most online services, when you use our Service, we automatically collect and store certain information in our server logs. Examples include things like:
  - Details of how you used our service, such as your activity on the Service, and the frequency and duration of your visits to the ClassDojo Website or ClassDojo App (similar to TV ratings that indicate how many people watched a particular show)
  - Telephony log information like your phone number and SMS routing information
  - IP Address
  - Device event information such as crashes, system activity, hardware settings, browser type, browser language, the date and time of your request and referral URL

This information helps us make decisions about what we should work on next - for example, by showing which features are most (or least!) popular.

- **Location information:** When you use our Service we may collect and process information about your geographic location, for example through GPS, Bluetooth, or WiFi signals. We collect both coarse (i.e., city-level) location data and precise location data. If we collect precise geolocation information ("precise" meaning sufficient to identify street name and name of city or town) from you (such as when a teacher is

searching for a school), we ask for your explicit opt-in permission. We **do not** collect precise geolocation data from students. We will not store or track your device location on an on-going basis or without your permission. We do not share precise geo-location data with third parties, other than our **service providers** as necessary to provide the Service. If you no longer wish to allow us to track your location information, you may opt-out at any time by turning it off at the device level.

Basically,

We collect some information from you automatically using **cookies** (<https://classdojo.zendesk.com/hc/en-us/articles/204430505>) so that we know when things go wrong, or to help us understand what parts of ClassDojo need some improvement. If we need to collect street-level (“precise”) geolocation data from you as a teacher or parent, we’ll ask for your explicit, opt-in consent. We do not collect precise geolocation data from students.

---

## How does ClassDojo use the information it collects?

First and foremost, you should know that ClassDojo does not sell or rent any of your, or your child’s, personal information to any third party for any purpose - including for advertising or marketing purposes. Third-party advertising is not permitted on ClassDojo. We use the information we collect from you to provide you with the best ClassDojo experience. More specifically, this information is used to:

- Provide and improve the Service, for example by developing new products and features
- Respond to your requests for information or customer support
- Customize the Service for you, and improve your experience with it
- Send you information about new features and ClassDojo products we believe you may be interested in
- Most crucially, to protect our community by making sure the Service remains safe and secure

We use automatically collected information (described in the "**Information collected**



**automatically"** section above) to provide and support our Service, and for the additional uses described in this section of our Privacy Policy.

Basically,

ClassDojo doesn't sell or rent your information to third-parties, and we don't permit advertising on ClassDojo. We only ask you to share information with us when it can help provide you with a better ClassDojo experience.

---

## Will ClassDojo share any information it collects?

First and foremost, you should know that ClassDojo **does not sell or rent** your (or your child's) personal information to any third party for any purpose - including for advertising or marketing purposes. Third-party advertising is not permitted on ClassDojo. Furthermore, we do not share personal information with any third parties except in the limited circumstances described in this Privacy Policy:

- **Other Users You Share and Communicate with on ClassDojo:** No teacher, parent or student profiles are made available to the general public through our Service. Furthermore, students cannot share their **account information** (except their avatar) with anyone on ClassDojo. If you are a teacher or a parent, you may choose to share information or content through the Service with other ClassDojo teachers or parents - for example, things like your account information, **feedback points** (<https://classdojo.zendesk.com/hc/en-us/articles/204422125>) awarded to students you teach (if you are a teacher) or to your children (if you are a parent) or other information you share with teachers or parents you are messaging through the **ClassDojo Messaging** (<https://classdojo.zendesk.com/hc/en-us/articles/203730309>) feature or our other collaboration features.

Please keep in mind that information (including personal Information or children's personal information) or content that you voluntarily disclose to others - including to other ClassDojo users you interact with through the Service (such as messages you might send other users or other teachers you collaborate with) - can be viewed, copied, stored, and used by the people you share it with. We cannot control the actions of people with whom you choose to share information.

- **Third-party integrations on our Service:** When, as a teacher or parent, you use third-party apps, websites or other services that use, or are integrated with, our Service, they may receive information about what you post or share. For example, when you invite others via Facebook or Twitter, these services receive the information that you share through this functionality, and information that you are sharing this from ClassDojo. Information collected by these apps, websites or integrated services is subject to their own terms and policies.
- **Service Providers:** Third party advertising is not permitted on ClassDojo. We do work with vendors, service providers, and other partners to help us provide the Service by performing tasks on our behalf - we can't build everything ourselves, after all! We may need to share or provide information (including personal information) to them to help them perform these business functions, for example sending emails on our behalf, database management services, database hosting, providing customer support software, and security. Please see **here** (<https://classdojo.zendesk.com/hc/en-us/articles/203732189>) for a list of the third parties we work with to provide the Service. Generally, these service providers do not have the right to use your personal information we share with them beyond what is necessary to assist us. Additionally, these service providers must adhere to confidentiality and security obligations in a way that is consistent with this Privacy Policy.
- **Testimonials:** We post testimonials on our Service which may contain personal information such as the name, photo and/or a video of the individual in the testimonial. We obtain the individual's consent in advance to ensure we have permission to post this content publicly. To request removal of your personal information from our testimonials, please contact us at [privacy@classdojo.com](mailto:privacy@classdojo.com).
- **Analytics Services:** We use analytics services, including mobile analytics software, to help us understand and improve how the Service is being used. These services may collect, store and use information in order to to help us understand things like how often you use the Service, the events that occur within the application, usage, performance data, and from where the application was downloaded. A current list of analytics providers that we use is located **here** (<https://classdojo.zendesk.com/hc/en-us/articles/203732189>).
- **Aggregated Information and Non-Identifying Information:** We may share aggregated, non-personally identifiable information publicly, including with users, partners or the press in order to, for example, demonstrate how ClassDojo is used, spot industry trends, or to provide marketing materials for ClassDojo. Any aggregated information shared this way will not contain any personal information.
-

**Legal Requirements:** We may disclose personal information if we have a good faith belief that doing so is necessary to comply with the law, such as complying with a subpoena or other legal process. We may need to disclose personal information where, in good faith, we think it is necessary to protect the rights, property, or safety of ClassDojo, our employees, our community, or others, or to prevent violations of our Terms of Service or other agreements. This includes, without limitation, exchanging information with other companies and organizations for fraud protection or responding to government requests.

- **Sharing with ClassDojo Companies:** Over time, ClassDojo may grow and reorganize. We may share your personal information with affiliates such as a parent company, subsidiaries, joint venture partners or other companies that we control or that are under common control with us, in which case we will require those companies to agree to use your personal information in a way that is consistent with this Privacy Policy.
- **Change of control:** In the event that all or a portion of ClassDojo or its assets are acquired by or merged with a third party, personal information that we have collected from users would be one of the assets transferred to or acquired by that third party. This Privacy Policy will continue to apply to your information, and any acquirer would only be able to handle your personal information as per this policy (unless you give consent to a new policy). We will provide you with notice of an acquisition within thirty (30) days following the completion of such a transaction, by posting on our homepage, or by email to your email address that you provided to us. If you do not consent to the use of your personal information by such a successor company, you may request its deletion from the company.

In the unlikely event that ClassDojo goes out of business, or files for bankruptcy, we will protect your personal information, and will not sell it to any third party.

- **With your consent:** Other than the cases above, we won't disclose your personal information for any purpose unless you consent to it. Additionally, as discussed above, we will never sell or rent your personal information to advertisers or other third parties.

Basically,

ClassDojo doesn't sell or rent your information to any **third parties** (<https://classdojo.zendesk.com/hc/en-us/articles/203732189>). We believe your information is yours, and you should own it - we think that's the right way to operate. We share some information with service providers who help us provide

you with the ClassDojo service - like companies that help us send emails, for example, or if we have to to comply with the law.

And, if ClassDojo is ever acquired or goes out of business, our commitments don't change: we still won't sell or rent your information to anyone. Your information will continue to be protected by this policy, and any company that acquires ClassDojo will have to abide by this policy.

---

## How does ClassDojo protect and secure my information?

Your ClassDojo account is protected by a password. You can help us protect against unauthorized access to your account by keeping your password secret at all times. The security of your personal information is important to us. We work hard to protect our community, and we maintain administrative, technical and physical safeguards designed to protect against unauthorized use, disclosure of or access to personal information. In particular:

- Our engineering team is dedicated to keeping your personal information secure
- We work with a team of security researchers to continually test ClassDojo's security practices for vulnerabilities
- We periodically review our information collection, storage and processing practices, including physical security measures, to guard against unauthorized access to systems
- We continually develop and implement features to keep your personal information safe - for example, when you enter any information anywhere on the Service, we encrypt the transmission of that information using secure socket layer technology (SSL) by default
- We ensure passwords are stored and transferred securely using encryption and salted hashing
- We automatically delete **inactive student accounts** (<https://classdojo.zendesk.com/hc/en-us/articles/204422165>) after a specific period of time, as per our retention policy, described in the "**How Long Does ClassDojo Keep Children's Information?**"

section

- We also operate a ‘bug bounty’ security program to encourage an active community of third party security researchers to report any security bugs to us. More information on this is available by contacting us at [privacy@classdojo.com](mailto:privacy@classdojo.com)

For additional information on our security practices, please visit our **Privacy Center (/privacycenter)**.

Although we make concerted good faith efforts to maintain the security of personal information, and we work hard to ensure the integrity and security of our systems, no practices are 100% immune, and we can’t guarantee the security of information. Outages, attacks, human error, system failure, unauthorized use or other factors may compromise the security of user information at any time. If we learn of a security breach, we will attempt to notify you electronically (subject to any applicable laws) so that you can take appropriate protective steps; for example, we may post a notice on our homepage ([www.classdojo.com](http://www.classdojo.com)) or elsewhere on the Service, and may send email to you at the email address you have provided to us. Depending on where you live, you may have a legal right to receive notice of a security breach in writing.

Basically,

The security of your information is important to us, and we take it very seriously. We’re always adding safeguards to ensure the safety and security of ClassDojo and our community of teachers, parents, and students. You can help us out by keeping your password secret!

---

## **ClassDojo’s commitments to providing Transparency and Choice**

As you can see, we try to be transparent about what information we collect, so that you can make meaningful choices about how it is used. For example, you can:

- **Opt-out of providing certain information**
- **Access and manage your account information by using the account settings within ClassDojo**
- **Control who you share information with**

- **Delete your information from ClassDojo;**
- **Take information out of ClassDojo (<https://classdojo.zendesk.com/hc/en-us/articles/202927885>)**

Basically,

At ClassDojo, we believe that more transparency is better. We try to give you control, with easy settings and options, so that you can make good choices when it comes to your information and how it is used.

---

## Can I opt-out of providing information?

You can always decline to share personal information with us, or even block all **cookies** (<https://classdojo.zendesk.com/hc/en-us/articles/204430505>). However, it's important to remember that many of ClassDojo's features may not be accessible, or may not function properly - for example, we may not be able to remember your language preferences for you.

Basically,

You can always opt-out of providing us information, though we might not be able to provide you with all of ClassDojo's features.

---

## How can I access and manage my personal information?

ClassDojo aims to provide you with easy access to any personal information we have collected about you. If that information is incorrect, we give you easy ways to update it, or to delete it, unless we have to keep that information for legitimate business (e.g., we need at least an email address for your account) or legal purposes.

- **Accessing Your Information:** To request access to all your personal information we have on file, please contact us at [privacy@classdojo.com](mailto:privacy@classdojo.com). In some cases, we won't be

able to guarantee complete access due to legal restrictions - for example, you will not be allowed to access files that contain information about other users or information that is confidential to us. We may not be able to fulfill requests that are unreasonably repetitive, require disproportionate technical effort or would be extremely impractical.

- **Updating Your Information:** You may update, correct, or delete some of your profile information or your preferences at any time by logging into your account on ClassDojo and accessing your account settings page. You may have to verify your identity before you can do that. You may also, at any time, update, correct, or delete certain personal information that you have provided to us by contacting us at [privacy@classdojo.com](mailto:privacy@classdojo.com). Please note that while your changes may be reflected promptly in active content, users that have previously accessed the content may still have access to old copies cached on their device or may have copied and stored your content. In addition, we may retain a backup copy of the prior version for a limited period of time or for legal purposes.
- **Accessing Your Child's Information:** Take a look at our “**Parental Choices**” section to see how you can obtain copies of your child's personal information.

Basically,

You can always access and manage your personal information through your ClassDojo account, or by **contacting us**.

---

## How can I delete my account?

We hope you'll love using ClassDojo now and always. However, if for some reason you ever want to delete your account (or your child's account, if you are his or her parent), you can do that at any time by contacting us at [privacy@classdojo.com](mailto:privacy@classdojo.com). If you are a parent or teacher using the ClassDojo Website, you may also delete your account by logging into your account and accessing your account settings page.

When you delete your account, we delete your profile information and any other content you provide in your profile (such as your name, username, password, email address, and profile photos) and depending on the category of user you are (i.e., teacher, parent or student), **feedback points** (<https://classdojo.zendesk.com/hc/en-us/articles/204422125>) and information collected through the **mobile permissions** (<https://classdojo.zendesk.com>)

[/hc/en-us/articles/204422195](#)) you've granted. Information that you have shared with others, others have shared about you, or content other users may have copied and stored, is not part of your account and may not be deleted when you delete your account. For more details, please read "**What happens when I delete my account?**" (<https://classdojo.zendesk.com/hc/en-us/articles/203730319>)" in our FAQs.

Basically,

You can always delete your account by visiting your account settings, or simply by **contacting us**. For more details on what happens when you delete your account, click **here** (<https://classdojo.zendesk.com/hc/en-us/articles/203730319>).

---

## How long does ClassDojo keep information about me?

We store your personal information for as long as it is necessary to provide products and Services to you and others, including those described above. Personal information associated with your account will be kept until your account is deleted, unless we no longer need the data to provide products and services.

Please note that we may have to retain some information after your account is closed, to comply with legal obligations, to protect the safety and security of our community or our Service, or to prevent abuse of our Terms. You can, of course, delete your account at any time, as per the "**How can I delete my account?**" section.

**3-Tier Student Data Protection Policy:** In addition to the policy above that applies to all users, we only keep a student's personal information while the student's account is active, unless we are required by law to retain it, need it to ensure the security of our community or our Service, or to enforce our Terms. More specifically, we have a **3-Tier Student Data Protection Policy** to protect students' information: we collect minimal information from students, delete feedback points automatically after 1 year if parents or students haven't created associated accounts, and delete student accounts if they are **inactive** (<https://classdojo.zendesk.com/hc/en-us/articles/204422165>) for twelve months. Read more details about this incredibly student-friendly policy in the "**How Long Does ClassDojo Keep Children's Information?**" section.



Basically,

We keep teacher and parent personal information until it is deleted, or until we no longer need it to provide you with the ClassDojo service. We only keep student personal information for as long as the student's account is **active** (<https://classdojo.zendesk.com/hc/en-us/articles/204422165>), unless we are required by law to retain it, or need it to protect the safety of our users. Additionally, for students, we have our 3-Tier Student Data Protection Policy that states how we delete students' information after some time - our business is not about creating permanent records.

---

## What communications will I receive from ClassDojo?

If you registered on ClassDojo, provided an email or phone number to us, or otherwise opted-in to receive communications from us, we may send you messages and updates regarding your account, including privacy and security notices, updates regarding the Service, and information regarding products, features or services from ClassDojo. These communications may include, but are not limited to, social media updates, SMS, push notifications, email and postal mail. If you have an account with us, we'll also use your email address to contact you for customer service purposes, or for any legal matters that arise in the course of business.

If you invite another person to join you on ClassDojo by providing their email address or phone number, we may contact them regarding the Service using the appropriate form of communication. If they would prefer not to receive our communications, they may opt-out using the "Unsubscribe" or "STOP" instructions contained in those communications.

We may receive a confirmation when you open an email from us if your device supports it. We use this confirmation to help us understand which emails are most interesting and helpful. You can always unsubscribe from receiving any of our email or other communications whenever you'd like by clicking the "Unsubscribe" link at the bottom of any ClassDojo email, by replying or texting 'STOP' to '23656' if you receive SMS communications, by turning off push notifications on your device, or sending an email to [privacy@classdojo.com](mailto:privacy@classdojo.com). You can further indicate your preferences by contacting us using the information in the "**How can I contact ClassDojo with questions?**" section below. Please

note that if you do not want to receive legal notices from us, such as this Privacy Policy, those legal notices will still govern your use of the Website, and you are responsible for reviewing those legal notices for changes.

Basically,

From time to time, we may send you useful messages about updates or new features. You can always opt-out of these messages if you'd rather we didn't contact you.

---

## **Social Media Features/Widgets**

The Service may now or in the future include social media features, such as the Facebook Like button, and the Twitter Tweet button. These social media features may collect your IP address, which page you are visiting on our site, and may set a cookie to enable the feature to function properly. Social media features and widgets are either hosted by a third party or hosted directly on our Website. Your interactions with these social media features are governed by the privacy policy of the company providing each social media feature. If you are not comfortable accessing such social media websites and using such social media features, please don't use them!

Basically,

We may have some social media sharing features from Facebook, Twitter, and other popular social networking sites available for use. These features are governed by the respective company's privacy policy.

---

## **How will ClassDojo notify me of changes to this policy?**

We may occasionally update this Privacy Policy - you can see when the last update was by looking at the "Last Updated" date at the top of this page. We won't reduce your rights under this Privacy Policy without your explicit consent. If we make any significant changes,

we'll provide prominent notice by posting a notice on the Service and/or notifying you by email (using the email address you provided), so you can review and make sure you know about them.

In addition, if we ever make significant changes to the types of personal information we collect from children, or how we use it, we will notify parents in order to obtain parental consent or notice for those new practices.

We encourage you to review this Privacy Policy from time to time, to stay informed about our collection, use, and disclosure of personal information through the Service. If you don't agree with any changes to the Privacy Policy, you may terminate your account (although we'll be sad to see you go!). By continuing to use the Service after the revised Privacy Policy has become effective, you acknowledge that you accept and agree to the current version of the Privacy Policy.

Basically,

We will let you know by email and/or on our website when we make significant changes to our Privacy Policy. If we make significant changes to the types of personal information we collect from children, or how we use it, we will notify parents, or ask for their consent.

---

## What if I'm not in the U.S.?

ClassDojo is hosted in the United States. If you use the Service from the European Union, or any other region with laws governing data collection, protection and use that may differ from United States law, please note that you may be transferring your personal information outside of those jurisdictions to the United States. By using the Service, you consent to this, and to the use and storage of personal information in accordance with this Privacy Policy.

Basically,

Our servers are located in the U.S., so if you are using the Service from any other country, your data might be transferred to the U.S.

---

## EU and Swiss Safe Harbor

ClassDojo complies with the U.S. – E.U. Safe Harbor framework and the U.S. – Swiss Safe Harbor framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal data from European Union member countries and Switzerland. We adhere to the Safe Harbor Privacy Principles of notice, choice, onward transfer, security, data integrity, access, and enforcement.

For more information about the US-EU and US-Swiss Safe Harbor programs, and to view our certification, visit the U.S. Department of Commerce’s **Safe Harbor website** (<https://safeharbor.export.gov/list.aspx>). For more information about ClassDojo’s participation in the Safe Harbor program, please visit our **Safe Harbor details page** (<https://classdojo.zendesk.com/hc/en-us/articles/203858609>). If you have any questions about our Safe Harbor participation, please contact us at [privacy@classdojo.com](mailto:privacy@classdojo.com).

As part of our participation in the Safe Harbor programs, we will resolve disputes you have with us in connection with our policies and practices through TRUSTe. You can contact TRUSTe through their **website** (<https://feedback-form.truste.com/watchdog/request>).

Basically,

ClassDojo is certified as an approved company under the U.S.-E.U Safe Harbor and the U.S.-Swiss Safe Harbor.

---

## Canada

We endeavor to provide privacy protection that is consistent with Canada’s private sector privacy laws, including the Personal Information Protection and Electronic Documents Act (“PIPEDA”). For any questions regarding how we comply with PIPEDA, please contact us at [privacy@classdojo.com](mailto:privacy@classdojo.com).

Basically,

ClassDojo works hard to provide privacy protections consistent with PIPEDA in Canada.

---

## California Privacy Disclosures

**Do Not Track:** ClassDojo does not track its users over time and across third party websites to provide targeted advertising and therefore does not respond to Do Not Track (DNT) signals. For more information on “do not track”, please visit [www.allaboutdnt.org](http://www.allaboutdnt.org) (<http://www.allaboutdnt.org>).

Third parties that have content embedded on the ClassDojo Website, such as a social feature, may set cookies on a user’s browser and/or obtain information about the fact that a web browser visited a the ClassDojo Website from a certain IP address. Third parties cannot collect any other personally identifiable information from ClassDojo’s websites unless you provide it to them directly.

Basically,

We do not track our users over time across third party websites to provide targeted advertising and thus do not respond to Do Not Track signals.

---

## Notice for Minors (users under 18):

Currently, we do not allow minors to post content to share publicly or with friends, but we do still allow minors (or the minor’s parents if under 13) the option to delete personal information associated with their user accounts. If you are a minor, or the parent of a minor under 13, and would like to delete personal information associated with your account, please follow the directions set forth in the “**ClassDojo’s commitments to providing Transparency and Choice**” section. Although we offer deletion capability on our Service, you should be aware that the removal of content may not ensure complete or comprehensive removal of that content or information posted through the Service.

Basically,

If you are a minor or parent of a minor, you may delete information per the "**How**

**can I delete my account?"** section.

---

## How can I contact ClassDojo with questions?

If you have any questions or concerns about this Privacy Policy or how we protect our community, please contact us at [privacy@classdojo.com](mailto:privacy@classdojo.com) - we'd love to help. If you'd like, you may also write to us at:

**Class Twist, Inc.**

735 Tehama Street

San Francisco, CA 94103

650-503-3656

Attention: Chief Privacy Officer

Basically,

Questions? We're here to help! Email us any time at [privacy@classdojo.com](mailto:privacy@classdojo.com).

---

## Further Privacy and Security Resources

For teachers, parents, students, directors of technology, or administrators seeking more information on how we provide safety on ClassDojo, we provide privacy and security related materials on our **Privacy Center (/privacycenter)**.

Basically,

If you'd like some more safety and privacy resources for your school, please visit our **Privacy Center (/privacycenter)**.

## Company

**Home (/)**

**About us (/about)**

**Careers (/jobs)**

**Engineering**

**(<http://engineering.classdojo.com>)**

## Resources

**Teacher resources (/resources)**

**Press (/press)**

**Blog (<http://blog.classdojo.com>)**

**Privacy Center (/privacycenter)**

## Support

**Helpdesk (<http://classdojo.zendesk.com>)**

**Contact (/contact)**

**Terms of Service (/terms)**

**Privacy Policy (/privacy)**

## Community

**Facebook (<http://facebook.com/classdojo>)**

**Twitter (<http://twitter.com/classdojo>)**

**Pinterest (<http://pinterest.com/classdojo>)**

**Instagram (<https://instagram.com/classdojo>)**

English (US) ■

© ClassTwist, Inc.

# Terms of Service

**Terms of Service (/terms)**

**Privacy Policy (/privacy)**



The following are the terms of service (“Terms of Service”) that define the relationship between Class Twist, Inc. (doing business as ClassDojo (“Company,” “ClassDojo,” “we,” or “us”)) and you, and govern your use of ClassDojo’s services.

We’ve done our best to write this policy in simple, clear terms. We’ve also added a column on the right that provides short explanations of the legal language in plain English (it starts with ‘Basically...’) to aid in understanding, but it isn’t legally binding.

Last updated: March 21, 2015. You can see past versions of our Terms **here** (<https://github.com/classdojo/policies/blob/master/terms.md>) on Github.



## Quick Reference

**Agreeing to our Terms**  
**Using the Service**  
**Your Information and Content**  
**Privacy**  
**Additional Terms by User Type**  
**FERPA**  
**ClassDojo Technology**  
**Social Media**  
**Modification to Agreement**  
**Your Warranty**  
**Restrictions**  
**Warranty Disclaimer and Limitation of Liability**  
**Registration and Security**  
**Indemnity**  
**Copyright Protection**  
**Third Parties and User Interactions**  
**Termination**  
**Dispute Resolution**  
**Miscellaneous**

---

## Agreeing to our Terms

Thank you for your interest in ClassDojo, which owns and operates the services offered on classdojo.com (“ClassDojo Website”) and any associated mobile applications (“ClassDojo Apps”) or products and services that Company may provide now or in the future (collectively, the “Service”).

When using the Service, you will also be subject to the **ClassDojo Privacy Policy (/privacy)** and any posted guidelines, policies or rules applicable to specific features of the ClassDojo Site or ClassDojo App, which may be posted from time to time (collectively the “Guidelines”). These Terms of Service, including any other Guidelines and future modifications (collectively, the “Agreement”) govern your use of the Service and is a legal contract between you and ClassDojo. By registering for an account on, or otherwise

accessing or using the ClassDojo Service, you acknowledge that you have read and agree to be bound by this Agreement. If you are using the Service on behalf of an institution that has a separate written agreement with ClassDojo, that agreement governs your use of the Service.

If you are under the age of 18, you represent that your legal guardian has reviewed and agreed to the Agreement. If you don't get your parent or guardian to read and agree to the Agreement, you don't have permission to use the Service.

If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these terms and conditions, in which case the terms "you", "your" or "Member" shall refer to such entity. **If you do not have such authority, or if you do not agree with these terms and conditions, you must not accept this Agreement and may not use the Service.**

Basically,

By using or signing up for ClassDojo, you agree to these terms. Welcome to the community!

---

## Using the Service

As long as you are complying with all of the terms and conditions of this Agreement, Company gives you permission to access and use the Service that you select through the applicable registration process. The Service is available for your personal, noncommercial use.

We are constantly changing and improving our Services. We may add or remove functionalities or features, and we may suspend or stop a Service altogether, including, for example, if you do not comply with this Agreement or if we are investigating suspected misconduct. You can stop using our Service at any time, although we'll be sorry to see you go. We may also stop providing Service to you, or add or create new limits to our Service or restrict your access to all or a part of the Service at any time without notice or liability. Access to and use of the Service itself is free, but in the future, we may offer new or additional special features which ClassDojo may charge for. Please also be aware that while we currently provide our mobile services for free, your carrier's normal rates and fees still apply, such as text messaging and data fees.

The right to access and use the Service is revoked in jurisdictions where it may be prohibited, if any.

Basically,

You can use ClassDojo, as long as you follow the rules in these terms.

---

## Your Information and Content

In the course of using the Service, you and other users may provide or post certain content or information which may be used by ClassDojo in connection with the Service and which may be visible to certain other users (“User Submissions”). Please visit our **Privacy Policy (/privacy)** for additional information on the types of information different types of users are able to provide. Additionally, some User Submissions may be deemed an Education Record (as defined below).

You retain all ownership rights you have in any User Submissions. ClassDojo does not claim any ownership rights in the User Submissions.

In order to allow ClassDojo to provide the Service, you hereby grant to us a limited, non-exclusive, sublicensable (as necessary to perform the Service), worldwide, royalty-free, and transferable (only to a successor) right and license to (i) use, copy, store, distribute, publicly perform and display, modify, and create derivative works (such as changes we make so that your content works better with our Service) such User Submissions as necessary to provide, improve and make the Service available to you and other users, including through any future media in which the Service may be distributed, (ii) use and disclose metrics and analytics regarding the User Submissions in an aggregate or other non-personally identifiable manner (including, for use in improving our service or in marketing and business development purposes), (iii) use any User Submission (including any Education Record) that has been de-identified for any product development, research or other purpose; and (iv) use for other purposes permitted by the **ClassDojo Privacy Policy (/privacy)**.

Company will only share and use your personally identifiable information in accordance with ClassDojo’s current Privacy Policy at <http://www.classdojo.com/privacy>.

The license in (i) above will terminate when you delete any User Submissions with

intellectual property rights (like photos or videos) (“IP content”), you or your Institution (as defined below) deletes an Education Record, you delete any personal information, or you delete your account, unless your content has been shared with others, and they have not deleted it. Note, however, that any User Submissions that may be in or related to messages sent through **ClassDojo Messaging** (<https://classdojo.zendesk.com/hc/en-us/articles/203730309>) may be kept after you delete your account. Please see our **deletion FAQs** (<https://classdojo.zendesk.com/hc/en-us/articles/203730319>) for more information. When you delete IP content, Education Records, or personal information, it is deleted in a manner similar to emptying the recycle or trash bin on a computer. However, you understand that any removed User Submission may persist in backup copies for a reasonable period of time (but will not be available to others). You are responsible for making sure that you have all rights in the User Submissions, including the rights necessary for you to grant us the foregoing licenses to the User Submissions.

All information posted or transmitted through the Service is the responsibility of the person that posted it, and we will not be liable for any errors or omissions in any content. ClassDojo cannot guarantee the identity of any other users with whom you may interact in the course of using the Service, or the authenticity of any data which users may provide about themselves. You acknowledge that all content accessed by you using the Service is at your own risk and you will be solely responsible for any damage or loss to any party resulting therefrom. We do not guarantee that we will publish any of your User Submissions, and reserve the right to remove User Submissions from the Service at any time for any reason, such as if we receive a notice reports a User Submission infringes someone’s intellectual property rights.

Our automated systems analyze your User Submissions (including emails) to provide you personally relevant product features, such as customized search results, and for spam and malware detection. This analysis occurs as the content is sent, received, and when it is stored. ClassDojo will not analyze any Educational Records for the purpose of providing behaviorally-targeted advertising to students or parents. The foregoing shall not be construed to (i) prohibit ClassDojo from marketing or advertising directly to parents so long as the marketing or advertising did not result from the use of Educational Records to provide behaviorally-targeted advertising or (ii) to limit the ability of ClassDojo to use Educational Records for adaptive learning or customized student learning purposes.

We always appreciate your feedback or other suggestions about ClassDojo, but you understand that we may use your feedback or suggestions without any obligation to compensate you for them.

Basically,

You own any content you post on ClassDojo. You also give us permission to use it to provide the ClassDojo service to you and other users. Our use of any personal information you submit is also subject to our **Privacy Policy (/privacy)**.

---

## Privacy

Your privacy is extremely important to us, and we take great care to limit what we collect and how we use it, and to enable you to understand our policies. Please read our **Privacy Policy (/privacy)** which explains how we treat your personal information and protect your privacy when you use our Service. By using our Service, you agree that ClassDojo can use such data in accordance with our Privacy Policy.

Basically,

Have a read of our **Privacy Policy (/privacy)**, which outlines our practices towards handling any personal information that you may provide us.

---

## Additional Terms by User Type

a) **Students:** if you are a student accessing the Service at the invitation of a teacher or other school official, the following terms apply to you.

(i) Only students who have been invited by their teacher, school, or district may use the Service. You may not access or use the Service unless you are invited by a teacher, school, or district who is authorized to give you access to the Service.

(ii) We request minimal personal information to be provided from students to enable use of the Service: username, password, and age or date of birth. If you are under 13 years of age, we also collect your parent's email address so that we can provide notice or obtain consent for you to use the Service. If you are a student, please do not provide any personal information about yourself to us, other than what we request from you when you are able to sign up for the Service.

(iii) The Children’s Online Privacy Protection Act (“COPPA”) prohibits online service providers from knowingly collecting personally identifiable information from children under 13 years of age without verifiable parental consent or notice as applicable (“Consent”). Children under the age of 13 are prohibited from using certain features of the Service without Consent. For that reason, the signup flow for the Service requests the age of each new student user. By registering, you promise that you provided your real age during your signup, and you are either (a) over the age of 13 or (b) you gave us your parent or legal guardian’s actual and current email address, and that any response sent to Company in response comes from your parent or legal guardian.

Basically,

Students: if you want to create a ClassDojo account and connect it with a class, you must be invited by a teacher. If you’re under 13, you have to get your parent’s permission.

We collect minimal information from students to provide them with the ClassDojo service – usually just a username, password and their age (and a parent’s email address to ask for Consent when applicable).

---

b) **Teachers:** if you are a teacher, aide, or other similar personnel accessing the Service on behalf of a school, school district, or other similar educational institution (the "Institution"), the following terms apply to you:

(i) You agree that you are acting on behalf of (or have permission from) your Institution to enter into this Agreement and to use the Service as part of your curriculum.

(ii) You further understand and acknowledge that COPPA prohibits online service providers from knowingly collecting personally identifiable information from children under 13 years of age without Consent and you understand that we will not let children under the age of 13 use certain features of the Service unless ClassDojo obtains verifiable parental consent from the child’s parent or legal guardian. ClassDojo will not provide full access to or use of the Service to students under the age of 13 that you invite to the Service if we are unable to obtain parental consent.

(iii) Only teachers and staff members who are current employees of the Institution may use

the Service on the Institution's behalf. Upon termination of a teacher or other staff member's employment with the Institution, such individual must return and cease using all login details and student access he or she has in his or her possession. If at any time you learn a user of the Service claims to be affiliated with your Institution who is not, in fact, affiliated with your Institution, you will notify Company immediately.

Basically,

Teachers: Please be sure your school or district is fine with you using ClassDojo, and acting on behalf of your school in this Agreement.

---

c) Parents: if you are a parent of a Student that has been invited to create an account on the Service then the following terms apply to you:

(i) If your child is under the age of 13, Consent must be given in order for a student to use certain features of a ClassDojo student account. If you are the parent or legal guardian of a child who has created an account with us and you did not receive an email seeking your Consent, you can email us at [privacy@classdojo.com](mailto:privacy@classdojo.com) to have that child's account deleted. Information collected from students (including personal information and information collected automatically) is never used or disclosed for third-party advertising or any kind of first- or third-party behaviorally-targeted advertising, and personal information is never sold or rented to anyone, including marketers or advertisers. See our **Privacy Policy (/privacy)** for more details.

(ii) You further agree that we may send you messages, alerts, and other communications through the Service, including via email, web alert, text messages, push notifications and other similar means, in accordance with the preferences you set through the Service, and you agree to accept such messages, and pay any applicable network access, data usage, or similar fees.

Basically,

Parents: if your child is under 13 and creates a ClassDojo account, we'll need your permission to activate certain features on their account.

## FERPA

Certain information that may be provided to ClassDojo by teachers, teacher aides, or other personnel at an Institution (“School Official”) that is directly related to a student and maintained by an Institution, may be considered an education record (“Education Record”) under the Family Educational Rights and Privacy Act (“FERPA”). Additionally, certain information, provided to Company by School Officials about a student, such as student name and grade level, may be considered directory information under FERPA (“Directory Information”) and thus not an Education Record. A school may not generally disclose personally identifiable information from an eligible student’s education records to a third party without written consent of the parent and/or eligible student or without meeting one of the exemptions set forth in FERPA (“FERPA Exemption(s)”), including the exemption for Directory Information (“Directory Information Exemption”) or disclosure to school officials with a legitimate educational interest (“School Official Exemption”).

As a School Official or Institution providing Directory Information or any Education Record to ClassDojo, you represent, warrant and covenant to ClassDojo, as applicable, that your Institution has:

(i) complied with the Directory Information Exemption, including, without limitation, informing parents and eligible students what information the Institution deems to be directory information and allowing parents and eligible students a reasonable amount of time to request that schools not disclose directory information about them; and/or

(ii) complied with the School Official Exemption, including, without limitation, informing parents in their annual notification of FERPA rights that the Institution defines “school official” to include service providers and defines “legitimate educational interest” to include services such as the type provided by ClassDojo; or

(iii) obtained all necessary parental or eligible student written consent to share the Directory Information and Educational Records with Company, in each case, solely to enable Company’s operation of the Service.

ClassDojo will never share Education Records with third parties except (i) as directed by a ClassDojo user (i.e., teacher sharing with another teacher or parent); or (ii) to our service providers that are necessary for us to provide the Service, as stated in our **Privacy Policy (/privacy)**. A list of our current essential service providers is located **here (<https://classdojo.zendesk.com/hc/en-us/articles/203732189>)**. Education Records are never used or disclosed for third party advertising or any kind of first- or third-party



behaviorally-targeted advertising to students or parents. Additionally, information collected directly from a student using ClassDojo is never used or disclosed for third party advertising, or any kind of first- or third-party behaviorally-targeted advertising, and personal information collected from a student is never sold or rented to anyone. This section shall not be construed (i) to prohibit ClassDojo from marketing or advertising directly to parents so long as the marketing or advertising did not result from the use of Educational Records to provide behaviorally targeted advertising or (ii) to limit the ability of ClassDojo to use student information or Educational Records for adaptive learning or customized student learning purposes.

ClassDojo may use Education Records that have been de-identified for product development, research or other purposes (“De-Identified Data”). De-Identified Data will have all direct and indirect personal identifiers removed, this includes, but is not limited to, name, date of birth, demographic information, location information and school identity. ClassDojo agrees not to attempt to re-identify the De-Identified Data and not to transfer the De-Identified Data to a third party unless that party agrees not to attempt re-identification.

Basically,

FERPA gives parents and students certain rights over their education records. FERPA requires schools to not share personal information in education records without either meeting an exemption or obtaining parental permission. So, if a teacher provides student information to ClassDojo, the school must either meet an exemption or obtain the appropriate permission in advance.

---

## **ClassDojo Technology**

The Service and the ClassDojo Technology are intended solely for the personal, non-commercial use of our users and may only be used in accordance with this Agreement. “ClassDojo Technology” means all past, present and future content of the Service, including, all the software, hardware and technology used to provide the Service (including ClassDojo proprietary code and third-party software), user interfaces, materials displayed or performed on the Service, such as text, graphics, articles, photographs, images, illustrations and the design, structure, sequence and “look and feel” of the Services, and all other intellectual property, including all ClassDojo Marks. ClassDojo Technology is protected by

copyright and other intellectual property laws. You are not allowed to use, store, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, create derivative works from, display, license, sell or otherwise exploit the ClassDojo Technology for any purposes other than as expressly permitted under this Agreement. You will not decompile, reverse engineer, or otherwise attempt to obtain the source code of any ClassDojo Technology. “ClassDojo Marks” means the trademarks, service marks, logos, or any other trade name, trademarks, service marks and other distinctive or proprietary brand features of ClassDojo.

Using our Service does not give you ownership of any intellectual property rights in our Service or the ClassDojo Technology. You may not use content from our Services, including User Submissions, unless you obtain permission from its owner or are otherwise permitted by law. These terms do not grant you the right to use any ClassDojo Marks. Don’t remove, obscure, or alter any copyright or other legal notices displayed in or along with our Services.

You may download a single copy of the ClassDojo App for personal, non-commercial use only.

Basically,

We respect copyrights, trademarks and brands. Please respect ours, too!

---

## Social Media

Company may, now or in the future, incorporate certain functions that allow you to interact with the Service through your accounts on certain supported third party services, such as social networks or network storage sites (“Linked Accounts”), such as with “Like” and “Share” buttons, or similar features. If you choose to use such features, you grant Company permission to access and use your Linked Account for the purpose of processing your requests. Your use of Linked Accounts is subject to the applicable third party terms.

Basically,

If someday you want to use third-party services through your ClassDojo account (e.g., Google Apps), we’ll help you connect your account to those services so you can use them.

---

## Modification to Agreement

We may modify this Agreement or Guidelines to, for example, reflect changes to the law or changes to our Services. You should look at the Agreement regularly. We'll post notice of modifications to this Agreement on this page. Changes will not apply retroactively and will only become effective when (a) you use the Service after you know about the change, or (b) thirty days after they are posted (whichever is sooner). However, changes addressing new functions for a Service or changes made for legal reasons will be effective immediately. Your continued use of the Services, following notice of the changes to the Agreement or Guidelines, constitutes your acceptance of our amended terms, policies or guidelines. If you do not agree to the modified Agreement, you should discontinue your use of the Service.

ClassDojo will not change how Education Records are used or shared under these Terms of Service without advance notice and consent from a School Official or Institution.

Basically,

If these terms of use change, we will notify you, and give you a chance to opt out. We won't change the terms retroactively.

---

## Your Warranty

You warrant, represent and agree that you will not provide any User Submissions or otherwise use the Service in a manner that (i) infringes, violates or misappropriates another's intellectual property rights, rights of publicity or privacy, or other rights; (ii) violates any international, federal, state or local law, statute, ordinance or regulation or which would render Company in violation of any applicable laws or regulations, including without limitation COPPA and FERPA; (iii) is harmful, fraudulent, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, or otherwise objectionable; or (iv) jeopardizes the security of your account in any way, such as allowing someone else access to your account or password. Additionally, you represent, warrant and agree that you possess all rights necessary to provide your User Submissions and grant Company the

rights above.

Basically,

You agree not to post content that harms others or violates anyone's rights. We think you'll be reasonable and responsible, but if you're not, we might have to remove your content.

---

## Restrictions

We do our best to keep ClassDojo safe, but we cannot guarantee it. We need your help to keep ClassDojo safe, which includes the following commitments by you when using our Service:

1. You will only use the Service as permitted by law, including applicable export or re-export control laws and regulations.
2. You will not post unauthorized commercial communications (such as spam or advertisements) on or through the Service.
3. You will not collect users' content or information, or otherwise access the Service, using automated means (such as harvesting bots, robots, spiders, or scrapers) without our prior permission.
4. You will not engage in unlawful multi-level marketing, such as a pyramid scheme, on the Service.
5. You will not upload viruses or other malicious code, files or programs.
6. You will not collect, solicit or otherwise obtain login information or access an account belonging to someone else.
7. You will not collect, use or disclose data, including personal information, about other users without their consent or for unlawful purposes or in violation of applicable law or regulations.
8. You will not bully, intimidate, or harass any user or use the Service in any manner that is threatening, abusive, violent, or harmful to any person or entity, or invasive of another's privacy.

9. You will not post content that: is hate speech, discriminating, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence.
10. You will not use the Service to do anything unlawful, deceptive, misleading, illegal, unethical, malicious, or discriminatory.
11. You will not do anything that could disable, overburden, or impair the proper working or appearance of the Service or prevent other users from using the Service, such as a denial of service attack or interference with page rendering or other Service functionality.
12. You will not use the Service in any commercially unreasonable manner or in any manner that would disparage ClassDojo.
13. You will not impersonate a ClassDojo employee, or any other person, or falsely state or otherwise misrepresent your affiliation with any person or entity.
14. You will not facilitate or encourage any violations of this Agreement or our policies.

Any violation of the above may be grounds for termination of your right to access or use the Service.

Basically,

You agree not to misuse ClassDojo's services.

---

## WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY

We provide our Service using a commercially reasonable level of skill and care and we hope that you will enjoy using them. But there are certain things that we don't promise about our Services.

**DISCLAIMER OF WARRANTIES.** THE SERVICE (AND ANY ASSOCIATED CONTENT OR SOFTWARE) ARE PROVIDED ON AN "AS IS" BASIS. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE CLASSDOJO TECHNOLOGY, SERVICES, AND CONTENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF QUALITY, ACCURACY, PERFORMANCE, AVAILABILITY, MERCHANTABILITY, QUIET ENJOYMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. WITHOUT LIMITING THE

GENERALITY OF THE FOREGOING, CLASSDOJO MAKES NO REPRESENTATION OR WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, BE ERROR FREE OR UNINTERRUPTED, THAT ALL ERRORS WILL BE CORRECTED OR THAT THE SERVICES ARE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS.

**LIMITATION OF LIABILITY.** UNDER NO LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO NEGLIGENCE, SHALL CLASSDOJO OR ITS SUCCESSORS, AFFILIATES, CONTRACTORS, EMPLOYEES, LICENSORS, PARTNERS OR AGENTS, BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, COST OF COVER, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF CLASSDOJO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM OR RELATING TO (i) THIS AGREEMENT; (ii) YOUR USE OR THE INABILITY TO USE THE SERVICES, CONTENT, OR USER SUBMISSIONS; OR (iii) ANY INTERACTION WITH ANY THIRD PARTY THROUGH OR IN CONNECTION WITH THE SERVICE, INCLUDING OTHER USERS.

IN NO EVENT WILL CLASSDOJO OR ITS SUCCESSORS, AFFILIATES, CONTRACTORS, EMPLOYEES, LICENSORS, PARTNERS OR AGENTS, BE LIABLE TO YOU IN THE AGGREGATE (FOR ALL POTENTIAL CLAIMS BY YOU) FOR ANY DAMAGES INCURRED IN EXCESS OF THE GREATER OF ANY FEES YOU HAVE ACTUALLY PAID TO COMPANY FOR USE OF THE SERVICE IN THE 12 MONTHS PRIOR TO THE EVENTS GIVING RISE TO THE CLAIM, OR ONE HUNDRED DOLLARS (\$100).

CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF YOU RESIDE IN SUCH A JURISDICTION, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

Basically,

ClassDojo is a free service and is provided “as-is.” We’re not liable to you for damages if something goes wrong.

---

## Registration and Security

As a condition to using Service, you may be required to register with Company and select a

password and username or provide additional contact information ("Company User ID"). You must provide Company with accurate, complete, and updated Company User ID information. You may not select or use as a Company User ID a name of another person with the intent to impersonate that person. You will not provide any false information or create an account for anyone other than yourself without permission. Company reserves the right to refuse registration of or cancel a Company User ID in its discretion. You shall be responsible for maintaining the confidentiality of your password and will not share with anyone or let anyone else access your account. You may not transfer your account to anyone without express prior written consent of Company.

You represent, warrant and covenant all registration information you submit is truthful and accurate.

Basically,

You should keep your username and password secret!

---

## Indemnity

You will indemnify, defend, and hold Company, its parents, partners, subsidiaries, affiliates, officers, and employees harmless from and against all damages, losses, demands, liabilities, settlements, costs and expenses of any kind (including reasonable attorneys' fees) from any claim or demand made by any third party relating to or arising out of (i) your access to, use, or misuse of the Service, (ii) your violation of this Agreement (including any failure to obtain or provide any necessary consent and/or violation of applicable laws or regulations), or (iii) the infringement by you or any third party using your account of any intellectual property or other right of any person or entity, including in connection with your User Submissions.

Basically,

If someone brings a claim against us related to your content or use of the Service, you promise to pay for the cost of legal expenses and any loss or damages we incur.

## Copyright Protection

It is ClassDojo's policy to respond to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act ("DMCA"). For more information, please go to ClassDojo's **DMCA Notification Guidelines** (<https://classdojo.zendesk.com/hc/en-us/articles/203858619>). ClassDojo may remove any allegedly infringing content without any liability to you. ClassDojo will promptly terminate without notice any User's access to the Service where the User is a "repeat infringer" of copyrights. ClassDojo, however, reserves the right to identify and terminate Users under any circumstances it deems appropriate, including after only a single instance of allegedly infringing behavior by that User.

Basically,

We respect copyright. If you see any violations, please see our **DMCA Notification Guidelines** (<https://classdojo.zendesk.com/hc/en-us/articles/203858619>).

---

## Third Parties and User Interactions

The Service may contain links to third party websites that are not owned or controlled by Company, and includes features that allow you to interact and communicate with third parties. When you access third party websites or interact or communicate with third parties through the Service, you do so at your own risk. Company has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any third party websites, or which are posted to or through the Service by other users. Your interactions with organizations and/or individuals found on or through the Service are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline interaction with any other person.

**User Disputes.** ClassDojo is not responsible for the actions, content, information or data of other third parties, including other users. You are solely responsible for your interactions with other users of the Services, and any other parties with whom you interact through the Service. We reserves the right, but have no obligation, to become involved in any way with these disputes.



**Release.** If you have a dispute with one or more users, you release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes, including damages for loss of profits, goodwill, use, privacy or data. If you are a California resident, you waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor." And, if you are not a California resident, you waive any applicable state statutes of a similar effect.

Basically,

We're not responsible for any third party services, or any disputes you may have with them, or other users of ClassDojo.

---

## Termination

This Agreement shall remain in full force and effect while you use the Service. You may terminate your use of the Service or your account at any time by contacting us at [privacy@classdojo.com](mailto:privacy@classdojo.com) – parents, you can also terminate your child's account the same way, although we will need to verify your identity (such as requiring that you send the request to us from the same email address you used to provide your consent to activate the student account originally). Company may suspend or terminate your access to the Service or your account at any time, for any reason (without cause or for your violation of any term of this Agreement), and without warning or notice, which may result in the loss of information associated with your account. Upon termination of your account, your right to use the Service will immediately cease. All provisions of this Agreement which, by their nature, should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability.

Basically,

There is no obligation to use our Service, and you can stop using your account, or delete it completely, at any time. We can do that for you, too.

## Dispute Resolution

a) Generally: In the interest of resolving disputes between you and Company in the most expedient and cost effective manner, you and Company agree that any and all disputes arising in connection with these Terms of Service shall be resolved by binding arbitration. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Our agreement to arbitrate disputes includes, but is not limited to all claims arising out of or relating to any aspect of these Terms of Service, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, and regardless of whether the claims arise during or after the termination of these Terms of Service. You understand and agree that, by entering into these Terms of Service, you and Company are each waiving the right to a trial by jury or to participate in a class action.

b) Exceptions: Notwithstanding subsection (a), we both agree that nothing herein shall be deemed to waive, preclude, or otherwise limit either of our right to (i) bring an individual action in small claims court, (ii) pursue enforcement actions through applicable federal, state, or local agencies where such actions are available, (iii) seek injunctive relief in a court of law, or (iv) to file suit in a court of law to address intellectual property infringement claims.

c) Arbitration: Any arbitration between you and Company will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Terms of Service, and will be administered by the AAA. The AAA Rules and filing forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by contacting Company.

d) Notice; Process: A party who intends to seek arbitration must first send a written notice of the dispute to the other, by certified mail or Federal Express (signature required), or in the event that we do not have a physical address on file for you, by electronic mail ("Notice"). Company's address for Notice is: Class Twist, Inc., 735 Tehama St, San Francisco, CA 94103, United States of America. The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). We agree to use good faith efforts to resolve the claim directly, but If we do not reach an agreement to do so within 30 days after the Notice is received, you or Company may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or Company shall not be disclosed to the arbitrator until after the arbitrator makes a final

decision and award, if any; provided that if our dispute is finally resolved through arbitration in your favor, Company shall pay you the greater of (i) the amount awarded by the arbitrator, if any, and (ii) the greatest amount offered by Company in settlement of the dispute prior to the arbitrator's award.

e) Fees: In the event that you commence arbitration in accordance with these Terms of Service, Company will reimburse you for your payment of the filing fee, unless your claim is for greater than \$10,000, in which case the payment of any fees shall be decided by the AAA Rules. Any arbitration hearings will take place at a location to be agreed upon in San Francisco, California, provided that if the claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a non-appearance based telephonic hearing, or by an in-person hearing as established by the AAA Rules. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In such case, you agree to reimburse Company for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

f) No Class Actions: you and company agree that each may bring claims against the other only in your or its individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Further, unless both you and Company agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

g) Enforceability: if only Subsection F of this Section or the entirety of this Section is found to be unenforceable, then the entirety of this Section shall be null and void and, in such case, the parties agree that the exclusive jurisdiction and venue described elsewhere in this Section shall govern any action arising out of or related to these Terms of Service.

Basically,

It is our goal to quickly and efficiently resolve disputes that may arise. For that reason, we require disputes to be submitted to arbitration. If you bring a dispute in arbitration that is \$10,000 or less, ClassDojo will pay all the filing fees and

make arrangements for non-appearance based proceedings (if you prefer). Additionally, we each waive rights to bring class actions.

---

## Miscellaneous

The failure of either party to exercise, in any respect, any right provided for herein shall not be deemed a waiver of any further rights hereunder. Company shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Company's reasonable control. If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by you except with Company's prior written consent. Company may transfer, assign or delegate this Agreement and its rights and obligations without restriction. This Agreement is governed by and construed in accordance with the laws of the State of California without regard to the conflict of laws provisions thereof. To the extent any dispute arising from or relating to the subject matter of this Agreement is permitted to be brought in a court of law, such claim shall be subject to the exclusive jurisdiction of the state and federal courts located in San Francisco, California, and for all purposes of this Agreement, you and Company consent to the exclusive jurisdiction and venue of such courts. Unless and solely to the extent that you or your Institution have a separate written agreement with Company that governs your use of the Service (in which case such agreement will control), we both agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that the Agreement may not be modified, except as otherwise provided herein. This Agreement and any subsequent versions of this Agreement posted to the Website will be deemed a writing signed by both parties. No agency, partnership, joint venture, or employment is created as a result of this Agreement and you do not have any authority of any kind to bind Company in any respect whatsoever.

For information about how to contact Company, please visit our **[contact page \(/contact\)](#)**.

Basically,

Please abide by these terms - we will!

## Company

**[Home \(/\)](#)**

**[About us \(/about\)](#)**

**[Careers \(/jobs\)](#)**

**[Engineering](#)**

**[\(http://engineering.classdojo.com\)](http://engineering.classdojo.com)**

## Resources

**[Teacher resources \(/resources\)](#)**

**[Press \(/press\)](#)**

**[Blog \(http://blog.classdojo.com\)](http://blog.classdojo.com)**

**[Privacy Center \(/privacycenter\)](#)**

## Support

**[Helpdesk \(http://classdojo.zendesk.com\)](http://classdojo.zendesk.com)**

**[Contact \(/contact\)](#)**

**[Terms of Service \(/terms\)](#)**

**[Privacy Policy \(/privacy\)](#)**

## Community

**[Facebook \(http://facebook.com/classdojo\)](http://facebook.com/classdojo)**

**[Twitter \(http://twitter.com/classdojo\)](http://twitter.com/classdojo)**

**[Pinterest \(http://pinterest.com/classdojo\)](http://pinterest.com/classdojo)**

**[Instagram \(https://instagram.com/classdojo\)](https://instagram.com/classdojo)**

English (US) ■

© ClassTwist, Inc.