

The Padlet you already love with the privacy and control your school needs

User management and access control

Add and remove people from your school. Student graduates? Revoke access while still keeping their data. New students join? Give them automatic access to lessons and plans and other stuff you have created. Give administrators and teachers rights to see student work.

More privacy

All padlets, by default, are only visible to the people in your school. Plus, you can also remove all social features like Facebook sharing from your padlets. All this without compromising on the ease of sharing with others, including sharing outside the school when you have to.

Extra security

If your school is the type that likes to limit access to its content to the walls of its campus (firewall, if you will), we can do that. This is on top of our already sweet security - our servers are well protected; we use SSL to transfer data between your computers and our servers, the same technology used by banks; we backup your data every day.

Branding

Instead of meaningless "padlet" and our jesterlike crane, see your school name and logo. Get your very own subdomain, e.g., mybeautifulschool.padlet.org or even use your own domain mybeautifulschool.com.

School-wide activity monitoring

Keep tabs on what is going on - what is being created, what is being shared. Know what a student is up to. Catch the mischievous ones.

Bigger file uploads

Want to post a 100MB video? A 50MB photoshop file? Upload files up to 250MB in size. That's 10 times more than what you get on padlet.com.

Controlled environment

Your instance of Padlet will be on its own domain, just for your school. It is completely separate from the vanilla padlet.com and can, therefore, be managed by your school/district IT independently. So your IT department can even block access to the more open padlet.com while allowing your controlled Padlet Backpack instance. Win-win for both teachers and IT.

Delightful support

We'll be there for you when the rain starts to pour. If you need help with anything, you can chat with us, call us, Skype with us, email us, write us a letter - whatever rows your boat.

Lots of love

We love you whether or not you use Padlet Backpack. But if you do, we'll send you a hand-written love letter to remove all doubt. When was the last time you got one?

Student reports and portfolios

Create beautiful reports and portfolios for students - by year, class, or subject.

Google Apps and LMS integration

Use your existing login, student data, or learning management systems to provision users and login without setting another password.

Content filtering

Automatically remove bad words like \$%^& and @!#*.

Analytics coming soon

Who viewed your padlets? Who didn't? Dog ate homework? You can verify.

Terms of Service

PADLET AUG 24, 2016 02:51AM

Hi! You are now reading Padlet's Terms of Service, meaning the contract between you and Padlet when you use Padlet's site, services, and products. You should read this carefully before you use Padlet. We've tried to be fair and straightforward. If you have any questions or suggestions, feel free to email us. We've also included several annotations (*in italics*); these annotations aren't a part of the contract itself, but are intended to help you follow the text and emphasize key sections.

1. Accepting the Terms of Service

Please read these Terms of Service, our [Privacy Policy](#), and our [Community Guidelines](#) (collectively, the "Agreement") carefully before using Padlet.com (the "Site") and/or the other domains, products, services, and/or content provided by Wallwisher, Inc. (all of those collectively with the Site, the "Services") (Wallwisher, Inc., a Delaware corporation, collectively with its agents, consultants, employees, officers and directors, "Padlet," "we," or "us"). By using or accessing the Services, you ("Subscriber" or "you") agree to become bound by all the terms and conditions of this Agreement. If you do not agree to all the terms and conditions of this Agreement, you shouldn't and aren't permitted to use the Services.

2. Modifications to this Agreement

Padlet reserves the right, in its sole discretion, to modify this Agreement at any time by posting a revised Agreement through the Services and by providing notice to you that this Agreement has changed, generally via e-mail where practicable, and otherwise through the Services (such as through a notification in your Padlet Profile). You are responsible for reviewing and becoming familiar with any modifications to this Agreement. Modifications are effective when posted, and your use of the Services following any such posted modification and notice of same constitutes your acceptance of the terms and conditions of this Agreement as modified. Note that, if you have prepaid for any Paid Services (as defined below) prior to a modification of this Agreement, your use of such prepaid Paid Services is governed by the version of this Agreement in effect at the time Padlet received your prepayment.

As Padlet grows and improves, we might have to make changes to the Terms of Service. When we do, we'll let you know. Starting with this version, we're also going to make it a practice to post old

versions so it's easy to see changes/additions/deletions.

3. Use of the Services

Can kids use Padlet? Of course, but Padlet is not currently directed to children and we expect that use by children will only be done with the guidance, supervision and consent of their parents, guardians and/or authorized school officials. Further, we rely on parents and guardians to ensure minors only use the Service if they can understand their rights and responsibilities as stated in these Terms and our [Privacy Policy](#). In the United States, if you are the sponsor of a Sponsored Group (the "Sponsor"), including a School that is using Padlet, that includes children under the age of 13, you (or your school) assumes the responsibility for complying with the U.S. Children's Online Privacy Protection Act ("COPPA") and, to the extent applicable, The Family Educational Rights and Privacy Act ("FERPA"). This means that the Sponsor must notify parents/guardians of the information to be collected and obtain parental/guardian consent before collecting and sharing with the Service the personal information of children under the age of 13 in order to establish an account or use the Service. Schools may under appropriate circumstances provide such consent on behalf of parents/guardians. For more information on complying with COPPA, see the Federal Trade Commission's website at <http://www.ftc.gov/privacy/coppafaqs.shtm>. If you are outside of the United States, please ensure that you are complying with any laws applicable to you before submitting any child's personal information or permitting any child to submit personal information to us. If a school outside the United States wants to enable its students to use Padlet, Padlet will work with such schools on case by case basis to ensure compliance with any applicable laws regarding the collection of information from minors.

Service Changes and Limitations: The Services change frequently, and their form and functionality may change without prior notice to you. Padlet retains the right to create limits on and related to use of the Services in its sole discretion at any time with or without notice. Padlet may also impose limits on certain Services or aspects of those Services or restrict your access to parts or all of the Services without notice or liability. Padlet may change, suspend, or discontinue any or all of the Services at any time, including the availability of any product, feature, database, or Content (as defined below). Padlet may also suspend Accounts (as

defined below) at any time, in its sole discretion.

This section makes it clear that Padlet is an ever-evolving platform. With new products, services, and features launching all the time, we need flexibility to make changes, impose limits, and occasionally suspend or terminate certain offerings (like features that flop). We can also suspend any individual account at any time. That sounds harsh, but we only use that power when we have a reason, as outlined in these Terms of Service, our Privacy Policy, and our Community Guidelines.

Limitations on Automated Use: You may not do any of the following while accessing or using the Services: (a) access, tamper with, or use non-public areas of the Services, or the computer or delivery systems of Padlet and/or its service providers; (b) probe, scan, or test any system or network (particularly for vulnerabilities), or otherwise attempt to breach or circumvent any security or authentication measures; (c) access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by Padlet (and only pursuant to those terms and conditions), unless you have been specifically allowed to do so in a separate agreement with Padlet, or unless permitted by Padlet's robots.txt file or other robot exclusion mechanisms; (d) scrape the Services, and particularly scrape Content (as defined below) from the Services, without Padlet's express prior written consent; (e) use the Services to send altered, deceptive, or false source-identifying information, including without limitation by forging TCP-IP packet headers or e-mail headers; or (f) interfere with, or disrupt, (or attempt to do so), the access of any Subscriber, host or network, including, without limitation, by sending a virus to, spamming, or overloading the Services, or by scripted use of the Services in such a manner as to interfere with or create an undue burden on the Services.

Don't do bad things to Padlet or other users. Some particularly egregious examples of automated "bad things" are listed in this section.

4. Registration, Padlet URLs, and Security

As a condition to using certain of the Services, you may be required to create an account (an "Account") and select a password and Padlet username. You may also select new Padlet URLs (of the form padlet.com/wall/"example") for each blog you create. You should provide Padlet with accurate, complete, and updated registration information, particularly your e-mail address, and failure to do so may result in suspension of your Account.

It's really important that the email address associated with your Padlet Account is accurate and up-to-date. If you ever forget your password - or worse, fall victim to a malicious phishing attack - a working email address is often the only way for us to recover your account.

You agree that you shall not select or use as a Padlet URL a name of another person or entity with the intent to impersonate that person or entity or with the intent to otherwise cause confusion as to the origin or provenance of your Account. Padlet reserves the right to refuse registration of, cancel, or modify a Padlet URL in its sole discretion.

Don't choose a Padlet URL with the intention of impersonating someone/something or otherwise causing confusion about who's behind your blog. Parody, criticism, and other fair uses of others' names are fine, so long as there's no intention to impersonate or confuse.

You are also responsible for maintaining the confidentiality of your Account password and for the security of your Account, and you will notify Padlet immediately of any actual or suspected loss, theft, or unauthorized use of your Account or Account password.

5. Privacy

Any information you provide to Padlet is subject to Padlet's [Privacy Policy](#), which governs our collection and use of your information. You understand that through your use of the Services you consent to the collection and use (as set forth in the [Privacy Policy](#)) of this information.

6. Content and Subscriber Content

Definitions: For purposes of this Agreement: (1) the term "Content" means a creative expression and includes, without limitation, video, audio, photographs, images, illustrations, animations, logos, tools, written posts, replies, and comments, information, data, text, software, scripts, executable files, graphics, and interactive features, any of which may be generated, provided, or otherwise made accessible on or through the Services; (2) the term "Subscriber Content" is all Content that is posted or otherwise provided or transferred to the Services by a Subscriber (including, without limitation, by you); and Content also includes, without limitation, all Subscriber Content.

Ownership: Subscribers retain ownership of all intellectual property rights in their Subscriber Content, and Padlet and/or third parties retain ownership of all intellectual property rights in all Content other than Subscriber Content.

You retain ownership of any intellectual property you post to Padlet.

Subscriber Content License to Padlet: When you transfer Subscriber Content to Padlet through the Services, you give Padlet a non-exclusive, worldwide, royalty-free, sublicensable, transferable right and license to use, host, store, cache, reproduce, publish, display (publicly or otherwise), perform (publicly or otherwise), distribute, transmit, modify, adapt (including, without limitation, in order to conform it to the requirements of any networks, devices, services, or media through which the Services

are available), such Subscriber Content. The rights you grant in this license are for the limited purpose of operating the Services in accordance with their functionality, improving the Services, and allowing Padlet to develop new Services.

When you upload your creations to Padlet, you grant us a license to make that content available in the ways you'd expect from using our services (for example, via your blog, RSS, the Padlets Dashboard, etc.). We never want to do anything with your content that surprises you.

Something else worth noting: We're thrilled to offer our support as a platform for our creators, and we'd never claim to be entitled to royalties or reimbursement for the success of what you've created. It's your work, and we're proud to be a part (however small) of what you accomplish.

You also agree that this license includes the right for Padlet to make all publicly-posted Content available to third parties selected by Padlet, so that those third parties can distribute and/or analyze such Content on other media and services.

An example of what it means to "make all publicly-posted Content available" to a Padlet partner for distribution or analysis would be if we licensed a feed of already-publicly-available Content to a partner, similar to how Twitter makes feeds available through its Streaming API.

Note also that this license to your Subscriber Content continues even if you stop using the Services, primarily because of the social nature of Content shared through the Services - when you post something publicly, others may choose to comment on it, making your Content part of a social conversation that cannot later be erased without retroactively censoring the speech of others.

One thing you should consider before posting: When you make something publicly available on the Internet, it becomes practically impossible to take down all copies of it.

You also agree that you will respect the intellectual property rights of others, and represent that you have all of the necessary rights to grant us this license for all Subscriber Content you submit to the Services.

Compliance with Community Guidelines: You agree that you won't post Subscriber Content that violates, or otherwise use your Account in ways that violate, Padlet's Community Guidelines.

Termination and Deletion: On termination of your Account or upon your deletion of particular pieces of Subscriber Content from the Services, Padlet shall make reasonable efforts to make such Subscriber Content inaccessible and cease use of it; however, you acknowledge and agree that: (a) caching of, copies of, or references to the Subscriber Content may not be immediately removed; and (b) such removed Subscriber Content may persist in backups (not available to others) for a reasonable period of time.

7. Use of Trademarks

Any use of Padlet's trademarks, branding, logos and other such assets in connection with the Services shall be in accordance with the Padlet [Trademark Guidelines](#).

8. Warranty Disclaimer; Services Available on an "AS-IS" Basis

Your access to and use of the Services or any Content is at your own risk. YOU UNDERSTAND AND AGREE THAT THE SERVICES ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. WITHOUT LIMITING THE FOREGOING, TO THE FULL EXTENT PERMITTED BY LAW, PADLET DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. Padlet makes no representations or warranties of any kind with respect to the Services, including any representation or warranty that the use of the Services will (a) be timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data, (b) meet your requirements or expectations, (c) be free from errors or that defects will be corrected, or (d) be free of viruses or other harmful components. Padlet also makes no representations or warranties of any kind with respect to Content; Subscriber Content, in particular, is provided by and is solely the responsibility of, the Subscribers providing that Content. No advice or information, whether oral or written, obtained from Padlet or through the Services, will create any warranty not expressly made herein.

9. Release From Liability

You release, to the fullest extent permitted by law, Padlet, its directors, officers, shareholders, employees, representatives, consultants, agents, suppliers, and/or distributors from responsibility, liability, claims, demands, and/or damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with the following:

- Disputes between Subscribers, including those between you and other Subscribers.
- Third party sites and services, including content found on such sites and services.
- Disputes concerning any use of or action taken using your Account by you or a third party.
- Claims relating to the unauthorized access to any data communications or Content stored under or relating to your Account, including unauthorized use or alteration of such communications or your Content.
- Claims relating to in any way to any face-to-face meetings in any way related to Padlet at any venues.

If you are a California resident, you waive California Civil Code Â§1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must

have materially affected his settlement with the debtor.”

10. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PADLET, ITS DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, AGENTS, SUPPLIERS, AND/OR DISTRIBUTORS SHALL NOT BE LIABLE FOR: (A) ANY INDIRECT, INCIDENTAL, EXEMPLARY PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER; (B) LOSS OF: PROFITS, REVENUE, DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES; (C) DAMAGES RELATING TO YOUR ACCESS TO, USE OF, OR INABILITY TO ACCESS OR USE THE SERVICES; (D) DAMAGES RELATING TO ANY CONDUCT OR CONTENT OF ANY THIRD PARTY OR SUBSCRIBER USING THE SERVICES, INCLUDING WITHOUT LIMITATION, DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OR CONTENT; AND/OR (E) DAMAGES IN ANY MANNER RELATING TO ANY CONTENT. THIS LIMITATION APPLIES TO ALL CLAIMS, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, WHETHER OR NOT PADLET HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND FURTHER WHERE A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL LIABILITY OF PADLET AND ITS DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, AGENTS, SUPPLIERS, AND/OR DISTRIBUTORS, FOR ANY CLAIM UNDER THIS AGREEMENT, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE GREATER OF FIFTY DOLLARS (US\$50.00) OR THE AMOUNT YOU PAID US TO USE THE APPLICABLE SERVICE(S).

11. Exclusions to Warranties and Limitation of Liability

Some jurisdictions may not allow the exclusion of certain warranties or the exclusion/limitation of liability as set forth in Section 14, so the limitations above may not apply to you.

12. Termination

Either party may terminate this Agreement at any time by notifying the other party. Padlet may also terminate or suspend your access to or ability to use any and all Services immediately, without prior notice or liability, for any reason or no reason, including but not limited to if you breach any of the terms or conditions of this Agreement. In particular, Padlet may immediately terminate or suspend Accounts that have been flagged for repeat copyright infringement. Upon termination of your access to or ability to use a Service, including but not limited to suspension of your Account on a Service, your right to use or access that Service and any Content 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. Termination of your access to and use of the Services shall not relieve you of any obligations arising or accruing prior to such termination or limit any liability which you otherwise may have to Padlet or any third party.

13. Legal Disputes

You and Padlet agree that we will resolve any claim or controversy at law or equity that arises out of this Agreement or the Services in accordance with this Section or as you and Padlet otherwise agree in writing. Before resorting to litigation, we strongly encourage you to contact us directly to seek a resolution.

Law and Forum for Legal Disputes: This Agreement shall be governed in all respects by the laws of the State of California as they apply to agreements entered into and to be performed entirely within California between California residents, without regard to conflict of law provisions. You agree that any claim or dispute you may have against Padlet must be resolved exclusively by a state or federal court located in San Francisco County, California, except as otherwise agreed by the parties. You agree to submit to the personal jurisdiction of the courts located within San Francisco County, San Francisco for the purpose of litigating all such claims or disputes.

14. Miscellaneous

This Agreement, as modified from time to time, constitutes the entire agreement between you and Padlet with respect to the subject matter hereof. This Agreement replaces all prior or contemporaneous understandings or agreements, written or oral, regarding the subject matter hereof and constitutes the entire and exclusive agreement between the parties. 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. 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 Padlet's prior written consent. Padlet may assign this Agreement in whole or in part at any time without your consent. 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 Padlet in any respect whatsoever. Any notice to Padlet that is required or permitted by this Agreement shall be in writing and shall be deemed effective upon receipt, when delivered in person by nationally recognized overnight courier or mailed by first class, registered or certified mail, postage prepaid, to Wallwisher, Inc., 175 Acalanes Drive, #31, Sunnyvale, CA, USA, Attn: Legal Department.

15. Special Provisions for Subscribers Located Outside of the

United States

Padlet provides global products and services and enables a global community for individuals to share and follow the things they love. Padlet's operations are, however, located in the United States, and Padlet's policies and procedures are based on United States law. As such, the following provisions apply specifically to Subscribers located outside of the United States: (1) you consent to the transfer, storage, and processing of your information, including but not limited to Subscriber Content and any personal information, to and in the United States and/or other countries; and (2) if you are using the Services from a country embargoed by the United States, or are on the United States Treasury Department's list of "Specially Designated Nationals," you agree that you will not conduct any commercial activities using or through the Services.

16. DMCA Copyright Policy

Padlet has adopted the following policy toward copyright infringement on the Services in accordance with the Digital Millennium Copyright Act (a copy of which is located at <http://www.loc.gov/copyright/legislation/dmca.pdf>, the "DMCA"). The address of Padlet's Designated Agent for copyright takedown notices ("Designated Agent") is listed below.

Reporting Instances of Copyright Infringement: If you believe that Content residing or accessible on or through the Services infringes a copyright, please send a notice of copyright infringement containing the following information to the Designated Agent at the address below:

1. Identification of the work or material being infringed.
2. Identification of the material that is claimed to be infringing, including its location, with sufficient detail so that Padlet is capable of finding it and verifying its existence.
3. Contact information for the notifying party (the "Notifying Party"), including name, address, telephone number and e-mail address.
4. A statement that the Notifying Party has a good faith belief that the material is not authorized by the copyright owner, its agent or law.
5. A statement made under penalty of perjury that the information provided in the notice is accurate and that the Notifying Party is authorized to make the complaint on behalf of the copyright owner.

- b. A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed.

After removing material pursuant to a valid DMCA notice, Padlet will immediately notify the Subscriber responsible for the allegedly infringing material that it has removed or disabled access to the material. Padlet reserves the right, in its sole discretion, to immediately terminate the account of any Subscriber who is the subject of repeated DMCA notifications.

Submitting a DMCA Counter-Notification: If you believe you are the wrongful subject of a DMCA notification, you may file a counter-notification with Padlet by providing the following information to the Designated Agent at the address below:

- The specific URLs of material that Padlet has removed or to which Padlet has disabled access.
- Your name, address, telephone number, and email address.
- A statement that you consent to the jurisdiction of Federal District Court for the judicial district in which your address is located (or the federal district courts located in New York County, New York if your address is outside of the United States), and that you will accept service of process from the person who provided the original DMCA notification or an agent of such person.
- The following statement: "I swear, under penalty of perjury, that I have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled."
- Your signature.

Upon receipt of a valid counter-notification, Padlet will forward it to Notifying Party who submitted the original DMCA notification. The original Notifying Party (or the copyright holder he or she represents) will then have ten (10) days to notify us that he or she has filed legal action relating to the allegedly infringing material. If Padlet does not receive any such notification within ten (10) days, we may restore the material to the Services.

Designated Agent

Wallwisher, Inc.

981 Mission St, San Francisco, CA 94103

Attn: Copyright Agent

Email: hello@padlet.com

EXHIBIT "E"

GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and **Oak Grove School District** and which is dated 11/21/2019 to any other LEA ("Subscribing LEA") who accepts this General Offer through its signature below. This General Offer shall extend only to privacy protections and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the other LEA may also agree to change the data provided by LEA to the Provider in Exhibit "B" to suit the unique needs of the LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products subject listed in the Originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Provider shall notify CETPA in the event of any withdrawal so that this information may be transmitted to the Alliance's users.

Provider: Wallwisher, Inc. DBA Padlet

BY: Joncarla Sese

Date: 11/21/2019

Printed Name: Joncarla Sese

Title/Position: Customer Support Manager

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA.

Subscribing LEA: Davis Joint Unified School District

BY: _____

Date: _____

Printed Name: Amari Watkins

Title/Position: Associate Superintendent
of Business Services

TO ACCEPT THE GENERAL OFFER, THE SUBSCRIBING LEA MUST DELIVER THIS SIGNED EXHIBIT TO THE PERSON AND EMAIL ADDRESS LISTED BELOW

Name: Joncarla Sese

Title: Customer Support Manager

Email Address: HELLO@PADLET.COM