

LEGAL

Terms Of Service

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Thank you for your interest in IMPACTER Education Corporation ("IMPACTER," "Company," or "we"), which owns and operates the services offered at IMPACTER's informational website available at www.impacterpathway.com ("IMPACTER Website") and our educational platform at <https://students.impacterpathway.com> along with any associated mobile applications, products, and services that Company may provide now or in the future (collectively, the "Services").

These Terms of Service contain general terms that apply to you as a user of the IMPACTER Services ("User"), along with additional terms that may apply to you as a User registered as a teacher, school leader, aide, or other similar personnel ("School Personnel").

By using IMPACTER Services, you agree to be bound by the following terms and conditions of use ("Terms of Use") and the IMPACTER Privacy Policy available at <https://impacterpathway.com/privacy-policy> ("Privacy Policy"), which is incorporated herein by reference. These Terms of Use and the Privacy Policy apply to your use of the Services. Please do not use the Services if you do not agree to be bound by both the Terms of Use and Privacy Policy.

IMPACTER reserves the right to modify or revise its Terms of Use and/or Privacy Policy in its sole discretion, at any time. Your continued use of the Services indicates your agreement to be bound by any and all subsequent modifications or revisions. IMPACTER will attempt to notify users whenever it modifies or revises the Terms of Use and/or Privacy Policy through prominent notice on our Services and, for educational platform users, direct notification to school district administrators. However, we reserve the right to make such modifications or revisions without prior notice to you. IMPACTER recommends that users review the most up-to-date version of the Terms of Use and Privacy Policy periodically at www.impacterpathway.com. If you are using the Services on behalf of an institution that has a separate written agreement with IMPACTER, that agreement governs your use of the Services.

IMPACTER may discontinue, temporarily or permanently, the Services for any reason, at our sole discretion, with or without notice to you, subject to any contractual obligations we may have to educational institutions.

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

If you are entering into these Terms on behalf of a company or other legal entity (including if you are School Personnel entering on behalf of your school), you represent that you have the authority to bind such entity to these terms and conditions, in which case the terms "you," "your," or "User" 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 these Terms and may not use the Services.

Basically, by using or signing up for IMPACTER, you agree to these terms. If you are under the age of 18, your school district is responsible for obtaining any necessary parental consent through their technology use policies and COPPA compliance procedures. Parents provide consent for their children to use educational technology services like IMPACTER through their district's established processes, not by directly agreeing to these Terms.

You represent and warrant that you are capable of entering into the terms, conditions, obligations, affirmations, representations and warranties as set forth in these Terms of Use and Privacy Policy.

Children under the age of 13 years are not eligible to use IMPACTER's informational website at <https://www.impacterpathway.com/> directly without appropriate authorization and consent from a parent or authorized school teacher or leader. Access to our educational platform at <https://students.impacterpathway.com> is restricted to students whose schools or districts have contracted with IMPACTER and have obtained all necessary parental consents and authorizations as required by the Children's Online Privacy Protection Act (COPPA) and its most current amendments.

When you sign up to use a Service that requires registration, we ask you to create a username and password and provide certain other personal information (such as your

first and last name, and email address). Your personal information will be protected by IMPACTER in accordance with the terms of our Privacy Policy.

School Personnel accounts may integrate with third-party authentication services such as Google Workspace, Microsoft 365, or Clever. Your use of such authentication services is subject to their respective terms and privacy policies, and you grant IMPACTER permission to access certain information from these services as described in our Privacy Policy.

Students: If you are a student accessing the Services at the invitation of a teacher or other school official, the following terms apply to you.

4.1 Account Creation

Only students who have been given access to the Services by their teacher, school, or district may use the Services. You may not access or use the Services unless you are given access by a teacher, school, or district who is authorized to give you access (including creating your student account on your behalf to allow you to login).

4.2 Information Provided to IMPACTER

We request only the minimal personal information necessary for students to use the Services. Students may submit written, audio, or video responses as part of classroom activities on the platform. These recordings may contain a student's voice or image. IMPACTER uses these recordings only to transcribe and score the educational content of the response. We do not perform facial recognition, voiceprint matching, or any biometric authentication or identification. Recordings are transcribed within IMPACTER's own cloud environment and are not shared with a separate transcription vendor. Recordings, transcripts, and scores are not used in identified form to train or develop any machine-learning model. Recordings are retained on the schedule in the Privacy Policy, and an institution may elect deletion of recordings once transcribed and scored, or text-only administration.

If you are under 13 years of age and want a student account on IMPACTER, your account must be created at school by a teacher or authorized school official who represents that they have obtained the necessary parental consent or are acting as the parent's agent as permitted under COPPA.

4.3 Consent

The Children's Online Privacy Protection Act ("COPPA") prohibits online service providers from knowingly collecting personal information from children under 13 years of age without verifiable parental consent or notice as applicable ("Consent"). Consent may be obtained by a student's teacher, school, or district ("School Consent"). Children under the age of 13 are prohibited from using certain features of the Services without Consent, including, without limitation, student accounts. By using a student account on the Services, you promise that, if requested during your use of the Services, you provided your real age and that you are (a) over the age of 13; or (b) your teacher, school, or district has set up your student account or is otherwise allowing you to use the Services with proper parental consent. For more information, please see our Privacy Policy.

Basically, students: if you want to create an IMPACTER account, your account must be set up by a teacher. If you're under 13, your school must have obtained your parent's consent or acted as their agent and consented on their behalf.

School Personnel: If you are School Personnel accessing the Services on behalf of a school, school district, or other similar educational institution (the "Institution"), the following terms apply to you:

4.4 Permissions and Authority

You agree that you are acting on behalf of (or have received all necessary permission from) your Institution to enter into these Terms and to register and use the Services as part of your curriculum. Only School Personnel who are current employees of the Institution may use the Services on the Institution's behalf. The School Personnel is responsible for obtaining any necessary approvals from their school's authorities and administrators before using the Services. Upon termination of a School Personnel or other staff member's employment with the Institution, such individual must return and cease using all login details and student access they have in their possession. If at any time you learn a User of the Services claims to be affiliated with your Institution who is not, in fact, affiliated with your Institution, you will notify IMPACTER immediately at privacy@impacterpathway.com.

4.5 Students Under 13

Under updated COPPA rules, personal information includes certain audio and video recordings. Students may submit spoken or recorded responses as part of learning activities. These recordings contain a student's voice or image, and IMPACTER uses them only to transcribe and score the educational content of the response. We do not perform facial recognition, voiceprint matching, or any biometric authentication or identification. Recordings are transcribed within IMPACTER's own cloud environment and are not shared with a separate transcription vendor. Recordings, transcripts, and scores are not used in identified form to train or develop any machine-learning model. Recordings are retained on the schedule in the Privacy Policy, and an institution may elect deletion of recordings once transcribed and scored, or text-only administration. IMPACTER will not provide use of student accounts or access to the Services to children under the age of 13 if we learn that you have not obtained School Consent.

4.6 School Consent

You acknowledge and agree that when School Consent must be utilized to allow children under 13 to use the Services, you and/or the Institution will be solely responsible for:

- **Enhanced Parental Notice Requirements:** Providing all required notices to parents under the latest COPPA amendments, including disclosure that students may submit audio or video recordings as part of classroom activities. These recordings may include a student's voice or image and are used solely for educational transcription, scoring, and feedback. IMPACTER does not use these recordings for facial recognition, voiceprint matching, or any form of biometric identification.
- **Verifiable Parental Consent:** Obtaining verifiable parental consent under COPPA (or if allowed by your Institution's policy, acting as the agent of the parent and consenting on their behalf) using one of the approved mechanisms under the updated COPPA Rule;
- **Parental Access Rights:** Providing a means for parents to review any personal information contained in Student Data collected through the Services, request correction of inaccurate information, request deletion of their child's personal information, and refuse to permit its further use as required by COPPA;
- **Neutral Age-Screening:** If your Institution implements age-screening mechanisms, ensuring they do not encourage children to falsify their age, in accordance with

updated COPPA amendments;

- **Data Security Coordination:** Coordinating with IMPACTER's COPPA Compliance Officer (Ashley Michelson, coppa@impacterpathway.com) regarding any security incidents, parental requests, or compliance questions.

This includes, without limitation, limiting access to the Services to those student Users from whom School Personnel has received valid Consent forms and complying with all parental requests regarding the collection, use and disclosure of such parent's child's information. School Personnel or the Institution are responsible for disseminating any required parental consent forms to the parents of potential student Users, for confirming receipt of valid consent forms for each child before granting the student access to the Services, and for retaining such consent forms on file in accordance with applicable record retention requirements.

If a parent User does not consent or rescinds such School Consent, School Personnel or the Institution shall immediately notify IMPACTER to discontinue that student's access to the Services and ensure that such student's information is no longer accessible through the Services. IMPACTER will delete the child's personal information within 30 days of such notification, unless longer retention is required by applicable education records laws. Independently of School Consent, a school or local educational agency may direct deletion of any student's information at any time, and a parent, guardian, education rights holder, or former student aged 18 or older may request deletion 60 days after the student's unenrollment, each as described in Section 8 of the Privacy Policy.

Under no circumstances will IMPACTER be liable for the School Personnel's failure to consult their school's authorities and administrators or for failing to obtain School Consent when required. For more information, please see our Privacy Policy.

You agree to use the Services only for purposes that are permitted by these Terms of Use and applicable law. You further agree that you shall not do any of the following in connection with your use of the Services:

- a. access (or attempt to access) the Services by any means other than through the interface that is provided by IMPACTER, unless you have been specifically allowed to do so in a separate agreement with IMPACTER;

- b. access the Services through any automated means (including use of scripts, bots, or web crawlers), and shall ensure that you comply with the instructions set out in any robots.txt file present as part of the Services;
- c. engage in any activity that interferes with or disrupts the Services (or the servers and networks which are used in connection with the Services);
- d. attempt to gain unauthorized access to any portion of the Services, other users' accounts, or any systems or networks connected to the Services;
- e. upload, post, email, transmit or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- f. impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- g. upload, post, email, transmit or otherwise make available any content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- h. interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services;
- i. violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission or any rules of any national or other securities exchange;
- j. collect or store personal data about other users in connection with the prohibited conduct and activities set forth above.

You understand that by using the Services, you may be exposed to content that you may find offensive or objectionable and that, in this respect, you use the Services at your own risk.

You understand and agree that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Services. Accordingly, you will be solely responsible to IMPACTER for all activities that occur under your account. If

you become aware of any unauthorized use of your password or of your account, you shall notify IMPACTER immediately at info@impacterpathway.com.

For educational institutions, you are responsible for:

- Managing user access and permissions within your organization
- Ensuring prompt removal of access for users no longer affiliated with your institution
- Maintaining accurate contact information for administrative purposes
- Implementing appropriate internal security measures for accessing our Services

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, which explains how we treat your personal information and protect your privacy when you use our Services, including the administrative, technical and physical safeguards we maintain to protect against unauthorized use, disclosure of, or access to personal information.

Our Privacy Policy has been updated to comply with updated COPPA amendments and includes detailed information about:

- Enhanced security measures including our written information security program
- A written data retention policy: student information is kept no longer than the school keeps the same record, and never longer than 12 months after last educational use
- Expanded definition of personal information, including audio or video recordings that contain a student's voice or image
- Third-party subprocessor management and security requirements
- Incident response procedures and notification timelines
- Parental rights and access procedures
- Our practices under California AB 1159 (Bus. & Prof. Code §22584), including that identified student information is never used to train or develop a machine-learning model, the published de-identification process, and each school's right to review that process and to prohibit de-identified use
- Our written data retention policy, which never exceeds the contracting school's own retention period for the same record

Basically, in addition to these terms, please read our Privacy Policy which outlines our practices towards handling any personal information that we may collect.

IMPACTER understands that it is important that our partner schools comply with the Family Educational Rights and Privacy Act ("FERPA") and related regulations. Certain information that may be provided to IMPACTER by School Personnel that is directly related to a student and maintained by an Institution may be considered an education record ("Education Record") under FERPA. Additionally, certain information provided to IMPACTER by School Personnel 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.

IMPACTER serves as a school official with legitimate educational interests when providing Services to educational institutions, and we maintain appropriate safeguards for education records as required by FERPA. Please see our Privacy Policy for more information regarding FERPA, IMPACTER's commitments to help Institutions comply with FERPA, and Institutions' obligations with respect to FERPA.

IMPACTER is not in a position to provide legal advice regarding whether the school's existing FERPA disclosures are sufficient. To the extent that School Personnel have questions regarding these issues, they should consult the school's own legal counsel for more information.

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

If you decide to use a Linked Account to register for an IMPACTER account through an authentication service (such as Google Accounts, Microsoft Accounts, Clever, or ClassLink) ("Authentication Service"), you give IMPACTER the permission to store and use certain information already associated with your Authentication Service consistent with

our Privacy Policy. The current list of Authentication Services that we use is available in our Privacy Policy and may be updated from time to time.

You may revoke IMPACTER's access to your account on any Authentication Service at any time by updating the appropriate settings in the account preferences of the respective Authentication Service. You should check your privacy settings on each Authentication Service to understand and change the information sent to us through each Authentication Service. Please review each Authentication Service's terms of use and privacy policies carefully before using their services and connecting to our Services. Your use of Linked Accounts and Authentication Services is subject to the applicable third-party terms and privacy policies.

All third-party Authentication Services we integrate with are required to maintain appropriate security standards and comply with applicable privacy laws, including COPPA where children's information may be involved.

Basically, if you want to use third-party services through your IMPACTER account (e.g., Google Log-in or Clever), we'll help you connect your account to those services so you can use them, and you are giving us permission to store and use certain information already associated with your authentication service. You can revoke our access to this account by updating your settings in your authentication service account.

You acknowledge that IMPACTER retains ownership of all rights, titles and interests in and to any curricula, games, training materials, assessment tools, reference documents, educational content, natural language processing algorithms, analytics engines, and other materials (collectively, "Materials"). IMPACTER may make Materials available in various ways, including, without limitation, through presenting Materials at training or consultation sessions, enabling you to download Materials from IMPACTER websites and file-sharing sites, and providing you with access to interactive websites and educational platforms.

You acknowledge that IMPACTER retains all intellectual property rights therein and thereto (including without limitation, all patent rights, design rights, copyrights, trade secret rights, and trademark rights) subject to the limited license granted to you in these Terms of Use and/or any written agreement between you (and/or your educational organization) and IMPACTER. You agree not to:

- a. copy, modify, reverse engineer, or create derivative works based upon any Materials, or use the Materials to develop any competing products or services, without IMPACTER's prior written approval;
- b. sell, license, rent, or transfer Materials to any third party;
- c. remove, alter, or obscure any proprietary rights notices (including copyright and trademark notices) that may be affixed to or contained within the Materials;
- d. use our proprietary analytics, algorithms, or assessment methodologies to create competing educational technology products or services.

You further acknowledge: (a) you have no interest in IMPACTER's logo and other marks; (b) IMPACTER will remain the sole owner of interest in its marks; and (c) all goodwill in IMPACTER's marks will inure solely to the benefit of IMPACTER. You will comply with any reasonable trademark guidelines of IMPACTER.

IMPACTER hereby grants to you and you accept a non-transferable, non-exclusive license to use Materials, subject to the terms and conditions set forth herein, as applicable. You may use, copy, adapt, and distribute the Materials only for purposes of educational program implementation which is, expressly, the subject of these Terms of Use and/or any written agreement between you (and/or your educational organization) and IMPACTER.

Educational institutions must obtain prior written approval from IMPACTER to use Materials for any purpose beyond their internal educational use, including sharing any part of the Materials with other schools, districts, teachers, and the like (such as at workshops or conferences) for non-commercial purposes. Under no circumstances may you distribute any Materials for any purposes intended or directed toward commercial advantage or monetary compensation, or distribute outside your educational organization any customer-created derivatives or revisions of any Materials.

This license is subject to your continued compliance with these Terms and any applicable service agreement. IMPACTER may revoke this license immediately if you breach any provision of these Terms or use the Materials in a manner not expressly authorized herein.

With the exception of any customer's Confidential Information (as such term is defined below), pre-existing intellectual property, and student-created work produced as part of

IMPACTER educational activities, you acknowledge that IMPACTER shall solely and exclusively own all intellectual property rights it develops, whether alone or jointly with others, in connection with the Services and/or under any written agreement between you (and/or your educational organization) and IMPACTER, along with all derivative works thereof (the "Work Product").

You hereby assign to IMPACTER all right, title and interest (including, without limitation, all patent rights, design rights, copyrights and trade secrets) in any modifications or improvements to Materials which you may propose or make as part of the Services. To the extent you grant IMPACTER the right to use any pre-existing customer-owned intellectual property or content in the Work Product, you grant to IMPACTER a non-exclusive, worldwide, royalty-free, perpetual license for use of such intellectual property and/or content in the Work Product.

You acknowledge that you have no rights to Materials provided to you or to the Work Product other than with respect to their separate use as limited by these Terms of Use and/or any written agreement between you (and/or your educational organization) and IMPACTER.

Student Work Product: **IMPACTER does not train on identified student data. It never has and it never will.** IMPACTER does not claim ownership of any response, recording, transcript, project, or other work a student creates using our Services. Students and their educational institutions retain ownership of student-created content. IMPACTER uses student-created content to deliver the Services to the contracting institution. IMPACTER does not use identified or pseudonymized student-created content to train, fine-tune, test, validate, benchmark, or develop any machine-learning model. IMPACTER may use de-identified information derived from student-created content only to improve the Services and demonstrate their effectiveness, only through the de-identification process published at impacterpathway.com/ab1159 and meeting Cal. Bus. & Prof. Code §22584(a)(4), only after the institution has been offered review of that process, and never where the institution has prohibited the use in its agreement with IMPACTER.

"Confidential Information" shall include, by way of example but without limitation, business plans, data, know-how, financial information, artwork, formulas, algorithms, processes, designs, sketches, photographs, plans, drawings, product concepts, specifications, samples, reports, vendor, customer and distributor names, pricing

information, market definitions, inventions, ideas, and student data and educational records. The parties agree that the following information shall be included, without limitation, in the definition of Confidential Information:

- a. schematics, techniques, development tools and processes, computer printouts, computer programs, design drawings and manuals, natural language processing algorithms, educational analytics methodologies, and improvements;
- b. information about costs, profits, markets, and sales;
- c. plans for future development and new product concepts;
- d. student assessment data, learning analytics, and educational progress information;
- e. all documents, books, papers, drawings, models, sketches, audio and video recordings, and other data of any kind and description, including electronic data recorded or retrieved by any means, that have been or will be given to you by IMPACTER (or any affiliate of it), as well as written or verbal instructions or comments.

Confidential Information does not include student projects and creative works created as part of the IMPACTER curriculum, provided such works do not contain IMPACTER's proprietary methodologies or assessment data. Similarly, IMPACTER does not claim ownership of any intellectual property rights or any other proprietary interests associated with such student creative works.

You understand and acknowledge that IMPACTER has developed its Confidential Information through the expenditure of substantial time and money, that IMPACTER desires to retain the same in trust and confidence and to withhold access thereto from third parties, and that the commitments set forth herein are a condition precedent to your use of the Services.

13.1 Nondisclosure

You: (a) will use all reasonable efforts (but in any event not less than those employed for safeguarding your own Confidential Information) to keep Confidential Information from IMPACTER and/or any knowledge which may be imparted through examination thereof or working therewith confidential; and (b) will not, except as specifically authorized in writing by IMPACTER, (i) communicate such Confidential Information and/or knowledge to any third party or any employee, agent, or consultant of yours, unless such employee, agent,

or consultant reasonably requires access thereto and has undertaken an obligation of confidentiality with respect to trade secrets of others entrusted to him or her, or (ii) utilize such Confidential Information and/or knowledge for any purpose other than furthering the educational relationship with IMPACTER and/or internal evaluation. No copies, reproductions or other images of Confidential Information may be made unless approved in writing by IMPACTER.

13.2 Exceptions

You will not be required to treat information as IMPACTER's Confidential Information if such information: (a) was already lawfully known to you at the time of receipt thereof from IMPACTER, as shown by documents or other tangible evidence in your possession; (b) either had been published or was otherwise available to the public at the time of its receipt by you from IMPACTER; (c) is subsequently disclosed to you without any duty of confidentiality by a third party having the legal right to do so; (d) subsequently becomes published or available to the public other than by a breach of these Terms of Use and/or any written agreement between you (and/or your educational organization) and IMPACTER; (e) is subsequently developed by you independently of any disclosure to it by IMPACTER, as shown by documents or other tangible evidence in your possession; or (f) is subsequently intentionally disclosed by IMPACTER to a third party without any duty of confidentiality. Exceptions (c), (d), (e), and (f) will apply only as of the respectively stated subsequent events.

You shall not be restricted from disclosing IMPACTER's Confidential Information pursuant to a judicial or governmental order, but any such disclosure shall be made only to the extent so ordered and provided only that you: (i) shall timely notify IMPACTER so that it may intervene in response to such order, or (ii) if timely notice cannot be given, shall seek to obtain a protective order from the court or government for such information.

IMPACTER maintains comprehensive security measures to protect user information, including:

14.1 Written Information Security Program

We maintain a written information security program that includes administrative, technical, and physical safeguards designed to protect personal information and educational data. This program includes:

- Access controls and multi-factor authentication
- Encryption of data in transit (TLS 1.2+) and at rest (AES-256)
- Regular security assessments and vulnerability testing
- Employee training on data security practices
- Incident response procedures

14.2 Security Assessments

We conduct regular security assessments including:

- Annual third-party penetration testing
- Quarterly vulnerability assessments
- Continuous monitoring of our systems
- Regular reviews of our security policies and procedures

14.3 Security Incident Response

In the event of a security incident involving personal information, we will:

- Contain the incident and assess its scope
- Notify affected users and institutions within 48 hours when required by law
- Provide regular updates on our response efforts
- Implement measures to prevent similar incidents
- Cooperate with any required regulatory notifications

14.4 User Responsibilities

Users are responsible for:

- Maintaining the security of their login credentials
- Promptly reporting suspected security incidents
- Following their institution's data security policies
- Using the Services only on secure networks and devices

If you believe that your work has been copied and posted on the IMPACTER website or through our Services in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed;
- A description of where the material that you claim is infringing is located on the IMPACTER website or Services (and such description must be reasonably sufficient to enable IMPACTER to find the alleged infringing material);
- Your address, telephone number and email address;
- A written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Notice of claims of copyright infringement should be provided to the IMPACTER Copyright Agent at:

Email: info@impacterpathway.com

Mailing Address:

- IMPACTER Education Corporation
- Attn: Copyright Agent
- 780 Roosevelt, Suite 214
- Irvine, CA, 92620

The software that you use may automatically download and install updates from time to time from IMPACTER. These updates are designed to improve, enhance and further develop the Services and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and permit IMPACTER to deliver these to you) as part of your use of the Services.

We will provide reasonable notice of material updates that significantly change functionality, and we will maintain backward compatibility for critical educational features whenever possible.

17.1 Service Availability

While we strive to maintain high availability of our Services, we do not guarantee uninterrupted access. We may experience downtime for:

- Scheduled maintenance and updates
- Emergency security patches
- Circumstances beyond our reasonable control (force majeure events)

We will provide advance notice of scheduled maintenance when possible and will work to minimize disruptions during peak educational hours.

17.2 Support Services

We provide technical support for our Services through designated channels:

- Email support during business hours
- Online documentation and resources
- Training materials and tutorials
- Professional development services (as applicable)

Response times may vary based on the nature of the inquiry and any applicable service level agreements.

You agree to defend, indemnify and hold IMPACTER, its affiliates, and its and their directors, officers, employees and agents harmless from any and all claims, liabilities, costs and expenses, including reasonable attorneys' fees, arising in any way from:

- a. your use of the Services, including any content or other material you contribute as part of the Services;
- b. your breach or violation of the law or of these Terms of Use, and/or the Privacy Policy;
- c. your violation of the rights of a third party;

- d. your failure to obtain required parental consent under COPPA;
- e. your failure to comply with FERPA or other applicable educational privacy laws;
- f. any false or misleading information provided by you to IMPACTER;
- g. your use of the Services in a manner not expressly authorized by these Terms.

IMPACTER reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with IMPACTER's defense of such claim.

Mutual Indemnification for Educational Institutions: For educational institutions with formal service agreements, IMPACTER will indemnify such institutions against third-party claims that our Services infringe intellectual property rights or that we have materially breached our privacy or security obligations, subject to the limitations set forth in our applicable service agreements.

THE SERVICES, INCLUDING, WITHOUT LIMITATION, ALL CONTENT, FUNCTIONS AND MATERIALS CONTAINED OR AVAILABLE THEREON, ARE PROVIDED "AS IS," "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY FOR INFORMATION, DATA, DATA PROCESSING SERVICES, UPTIME OR UNINTERRUPTED ACCESS, AVAILABILITY, ACCURACY, USEFULNESS, OR CONTENT OF INFORMATION, AND ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE HEREBY DISCLAIM ANY AND ALL SUCH WARRANTIES, EXPRESS AND IMPLIED.

IMPACTER ALSO ASSUMES NO RESPONSIBILITY, AND SHALL NOT BE LIABLE FOR, ANY DAMAGES TO, OR VIRUSES THAT MAY INFECT, YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO OR USE OF THE SERVICES OR YOUR DOWNLOADING OF ANY MATERIALS FROM THE SERVICES. IF YOU ARE DISSATISFIED WITH THE SERVICES, YOUR SOLE REMEDY IS TO DISCONTINUE USING THE SERVICES.

WE MAKE THIRD PARTY OPINIONS, ADVICE, STATEMENTS, OFFERS, OR OTHER THIRD PARTY INFORMATION OR CONTENT AVAILABLE AS PART OF THE SERVICES ("THIRD PARTY CONTENT"). ALL THIRD PARTY CONTENT IS THE RESPONSIBILITY OF THE RESPECTIVE AUTHORS THEREOF AND SHOULD NOT NECESSARILY BE RELIED UPON. IMPACTER DOES NOT: (I) GUARANTEE THE ACCURACY, COMPLETENESS, OR

USEFULNESS OF ANY THIRD-PARTY CONTENT WHICH MAY BE PART OF THE SERVICES, OR (II) ADOPT, ENDORSE OR ACCEPT RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE, OR STATEMENT MADE BY ANY PARTY THAT APPEARS AS PART OF THE SERVICES. UNDER NO CIRCUMSTANCES WILL IMPACTER OR ITS AFFILIATES BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE RESULTING FROM YOUR RELIANCE ON INFORMATION OR OTHER CONTENT POSTED ON OR AVAILABLE FROM ANY PART OF THE SERVICES.

Educational Outcomes: While our Services are designed to support educational goals and are based on research-backed methodologies, we do not guarantee specific learning outcomes, test score improvements, or other educational results. Educational success depends on many factors beyond our Services, including individual student effort, teacher implementation, and institutional support.

IN NO EVENT, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL IMPACTER, ANY OF ITS AFFILIATES, OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR CONTENT OR SERVICE PROVIDERS (INCLUDING MODERATORS OR ADMINISTRATORS) (COLLECTIVELY, THE "PROTECTED ENTITIES") BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM, OR DIRECTLY OR INDIRECTLY RELATED TO, THE USE OF, OR THE INABILITY TO USE, THE SERVICES OR THE CONTENT, MATERIALS AND FUNCTIONS RELATED THERETO; YOUR PROVISION OF INFORMATION VIA THE SERVICES; OR IN CONNECTION WITH ANY CONTENT POSTED, TRANSMITTED, EXCHANGED OR RECEIVED BY OR ON BEHALF OF ANY USER OR OTHER PERSON ON OR THROUGH THE SERVICES, EVEN IF SUCH PROTECTED ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN ANY EVENT, THE TOTAL LIABILITY OF IMPACTER TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT PAID BY YOU OR YOUR INSTITUTION TO IMPACTER FOR THE SERVICES IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CERTAIN USERS TO THE EXTENT REQUIRED BY APPLICABLE LAW.

Exceptions: The limitations in this section do not apply to:

- IMPACTER's obligations under our Privacy Policy regarding data protection
- Gross negligence or willful misconduct by IMPACTER
- Violations of intellectual property rights
- Claims that cannot be limited under applicable law

21.1 Governing Law

These Terms of Use are governed by the laws of the State of California, without regard to conflict of law principles. However, if you are a governmental entity, these Terms may be governed by the laws of your jurisdiction as required by applicable law.

21.2 Jurisdiction

For disputes that cannot be resolved through informal means, the parties agree to the jurisdiction of the state and federal courts located in Orange County, California, except that governmental entities may be subject to different jurisdictional requirements under their local laws.

21.3 Informal Resolution

Before pursuing formal legal action, we encourage parties to attempt to resolve disputes informally by contacting us at info@impacterpathway.com.

21.4 Class Action Waiver

To the extent permitted by law, you agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action. This Section does not limit any right a pupil, student, parent, guardian, or education rights holder has under Cal. Bus. & Prof. Code §§22585, 22586.1, or 22587.1.

Our failure to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Use remain in full force and effect.

23.1 Termination by IMPACTER

IMPACTER may terminate, change, suspend or discontinue any aspect of the Services at any time. IMPACTER may restrict, suspend or terminate your access to the Services if we believe you are in breach of these Terms of Use, our Privacy Policy, or applicable law, or for any other reason without notice or liability, subject to any contractual obligations we may have to educational institutions.

Additionally, IMPACTER may terminate the privileges of users who are repeat infringers of intellectual property rights.

23.2 Termination by User

You may terminate your use of the Services at any time by discontinuing use and, if applicable, closing your account. Educational institutions may terminate their use in accordance with their service agreements with IMPACTER.

23.3 Effect of Termination

Upon termination:

- Your right to access and use the Services immediately ceases
- We will handle any remaining data in accordance with our Privacy Policy and applicable data retention requirements
- Provisions of these Terms that by their nature should survive termination will remain in effect
- You remain liable for any obligations incurred prior to termination

23.4 Data Retention After Termination

Upon termination, we will:

- Provide educational institutions with reasonable opportunity to retrieve their data
- Delete personal information in accordance with our Privacy Policy and applicable law
- Maintain records as required by educational privacy laws and regulations

IMPACTER is committed to providing Services that are accessible to users with disabilities. We strive to comply with applicable accessibility standards and guidelines, including Section 508 and WCAG 2.1 AA. If you encounter accessibility barriers while

using our Services, please contact us at info@impacterpathway.com so we can work to address them.

IMPACTER shall not be liable for any failure to perform its obligations under these Terms where such failure results from circumstances beyond IMPACTER's reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, pandemic, labor strikes, government actions, internet outages, or failures of third-party services. In such cases, IMPACTER will make reasonable efforts to resume normal operations as quickly as possible.

For questions about these Terms of Service or our Services, please contact us:

General Inquiries:

- Email: info@impacterpathway.com
- Phone: (949) 656-3673

Privacy and COPPA Questions:

- Ashley Michelson, COPPA Compliance Officer
- Email: coppa@impacterpathway.com

Copyright Issues:

- Email: info@impacterpathway.com (Attn: Copyright Agent)
- Mailing Address: IMPACTER Education Corporation
- 780 Roosevelt, Suite 214
- Irvine, CA, 92620

These Terms of Use, together with our Privacy Policy and any applicable service agreements, constitute the entire agreement between you and IMPACTER regarding the use of our Services and supersede all prior or contemporaneous understandings regarding such subject matter. These Terms may be amended only by a written agreement signed by both parties, except that IMPACTER may modify these Terms as provided in Section 1.2 above.

Last Updated: September 21, 2026

By using our Services, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service and our Privacy Policy.