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General Comments

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- Trusting something this sensitive to a startup that seems to have <10 employees)
- I would always be concerned about deploying an enterprise technology that is "free" due to a temporary grant from an unnamed corporation
- Concerns about using something that has this much data access while relying on a click-thru TOS, even if the terms were good (they are not)
- A friend "registered" for the service 2 weeks ago and has yet to be contacted- this would be a big red flag on any service I was testing
- The terms include language that states they they can, based on their risk own determination, release covered (e.g. student PII) data to law enforcement (see "If we identify information that in our sole discretion indicates health, welfare, or safety concerns for an individual or entity, we have the right, but not the obligation, to make reports to law enforcement or other appropriate governmental agencies.")



Bark Technologies

Bark is a common sense solution that helps keep children safe online.

[Richmond Hill, Georgia, United States](#)

[East Coast \(US\), Southern US](#)

Categories	Children, Internet, Parenting, Software
Founded Date	Apr 2015
Founders	Brian Bason
Operating Status	Active
Funding Status	Seed
Last Funding Type	Seed
Number of Employees	1-10

Bark Privacy Policy

SOURCE: <https://www.bark.us/privacy>

Effective date: February 1, 2018

This Privacy Policy tells you how we collect, use and share information we collect (a) through the provision of our Services, and (b) on the Bark website at www.bark.us (the "Site"). By using the Services and/or the Site and submitting information you agree to the terms of this Privacy Policy. This Privacy Policy should be read in conjunction with, and is incorporated into, the Bark website Terms and Conditions of Use (https://www.bark.us/terms_of_use) and the Bark Terms of Service applicable to the Bark Services you are using, which are available as follows (each, referred to herein as the "Terms of Service"):

Bark: https://www.bark.us/terms_of_service

Bark for Schools (G Suite Monitoring Services):

<https://www.bark.us/terms/Bark.GSuite.Monitoring.Terms.of.Service.pdf>

This Privacy Policy is governed by the laws of the State specified in the Terms of Service applicable to your Services. Capitalized, but undefined terms used in this Privacy Policy have the meaning assigned to those terms in the Terms of Service applicable to the Bark Services you are using.

1. **The Services.** Bark Technologies, Inc. ("Bark" or "we" or "us"), is a Delaware corporation with an address at P.O. Box 1841, Richmond Hill, GA 31324. Our Services assist you in monitoring the use of computer devices and applications under your control by children under the age of 18. The Services allow you to determine the devices and applications to be monitored for each of your Covered Account(s). The Bark Services automatically deploy the configuration and the instructions given by you and you are solely responsible for the configuration of the Services for your Covered Account(s).

2. **Data Collection by Bark.** The personal data about you or you Covered Accounts (hereinafter the "Data") that can be collected by us through the use of the Services or the Site are as follows:

a. **Browsing.** We automatically collect information when you visit the Site including your device's IP address, browser and operating system, and statistics about how you use the Site. If you connect to our Site using a mobile device we may also collect information about your device including the operating system and browser used and a unique device identification number. We may collect information from the online interactions of subscribers through other websites, such as social media sites, email accounts or other interactive sites when you identify those sites to us.

b. **Cookies.** We use cookies and similar technology to collect aggregate (non-personal) information about Site usage by all of our visitors and to help us remember you and your preferences when you revisit the Site. These cookies may stay on your browser into the future until they expire or you delete them. We also use technology to remember your purchase selections in your shopping cart. These cookies usually are erased when you close your browser window. Further general information about cookies and how they work is available at www.allaboutcookies.org.

c. **Third Party cookies.** We allow selected third parties to place cookies through the Site to provide us with better insights into the use of the Site or user demographics or to provide relevant advertising to you. For instance, we allow Google Analytics to place cookies through our Site to collect aggregated information about use of our Site and Site visitors to assist us in our analysis to provide better services to

you. These third parties may collect information about a consumer's online activities over time and across different websites when he or she uses our website. We may also permit third party service providers to place cookies through our Site to perform analytic or marketing functions where you are notified of them and you have consented to the usage. We do not control the use of such third party cookies or the resulting information and we are not responsible for any actions or policies of such third parties.

d. **Do-Not-Track.** We do not use technology that recognizes a "do-not-track" signal from your web browser.

e. **Web-forms.** If you submit any webform to us, we collect the data indicated in the forms indicated in and submitted through these forms by you, including name and email address. Required data in order to send the webform is indicated. This data is used for processing your request and contacting you for further communication.

f. **Registration Data.** On registering for Bark Services, we will collect the following personal data: name, company/institution (if applicable to Services chosen), email address, payment information (if applicable) and at least one user name and password ("Registration Data"). This data is obligatory and if it is not provided, an account cannot be created.

g. **Covered Account Data.** On your behalf, as a principal function of the Service, we collect and process personal data relating to your Covered Accounts. Our system uses proprietary algorithms to review Covered Account(s)' online interactions through their registered devices and applications including interactions of Covered Accounts with websites, social media sites, email accounts or other interactive sites including posts, blogs and other communications.

h. **Location information.** We may collect location information (limited to city-level information) of devices connected to our Site. In addition, we may request location information, for instance about the city where your child's school is located, so that we may provide context for our analytics.

3. Use of Data Collected by Bark.

a. **Registration Data.** We are responsible for processing your Registration Data, which is used for communications with you and for the provision and management of your use of our Services. It is also used to measure and improve the Services and functionality and to provide customer service, send email notifications and (unless no longer in the distribution list) newsletters, or communications, in general, about the Services, products and novelties, and offers or promotions offered by us. We will use the Registration Data for these purposes and to comply with the Terms of Service applicable to your Services and other legal notices.

b. **Covered Account Data.** You and, if applicable, your registered Administrators and Users, will be sent notification emails, texts and other reports concerning certain Covered Account Data monitored by the Services.

c. **Sharing your Information.** We treat your Data with strict confidentiality in accordance with applicable law. However, we may reveal your Data or other information about you to unaffiliated third parties: (1) if you request or authorize it; (2) if the information is provided to comply with the law, applicable regulations, governmental and quasi-governmental requests, court orders or subpoenas, to enforce our Terms of Service or other agreements, or to protect our rights, property or safety or the rights, property or safety of our users or others (e.g., to a consumer reporting agency for fraud protection etc.); (3) if the disclosure is done as part of a purchase, transfer or sale of services or assets (e.g., in the event that substantially all of our assets are acquired by another party, your Data may be one of the transferred assets); (4) if the information is provided to our agents, outside vendors or service providers to perform functions on our

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Commented [4]: problematic

Commented [5]: potential red flag

Commented [6]: no assurance that data will be covered by equivalent terms

behalf (e.g., analyzing data, providing customer service, processing orders, etc.); or (5) as otherwise described in this Privacy Policy.

d. **Commercial Communications.** By filling in and sending your Registration Data to us, you expressly consent to receive electronic commercial communications regarding the subject matter of the Services, and other services including alerts, notices, newsletters, offers and promotions. If you do not wish to receive such information from us, you can expressly opt out by sending a notification to help@Bark.us.

4. **Children's Privacy.** The Site and Services are designed to be a tool for parents and others to use to facilitate safe online interactions for children under their custody or control. Only those over the age of 18 may subscribe to our Services. This Site is not designed nor intended to be attractive to children under the age of 13. While our Services include analysis of online interactions by children, we do not knowingly collect data from children under the age of 13 without first receiving verified consent. If you are under 13 please do not submit any information to us.

5. **Data Processing on Your Behalf: Bark as Data Processor.**

a. **User Data.** Upon your registration for, and deployment of, the Bark Services, we start collecting Data from the devices and applications associated with your Covered Account(s), which may include personal data relating to you, to your Covered Accounts or to third parties, including information about your devices used by Covered Accounts, websites and applications that your Covered Accounts use, and contacts, connections, payments, messages and other communications, posted and received by your Covered Accounts (collectively, "User Data"). In accordance with applicable privacy law, to the extent that it applies to the Services, you are the Data Controller of this User Data and you appoint us as a Data Processor of such User Data for the purpose of providing our Services. User Data is not our property or under our control and is only monitored by us for purposes of providing the Services.

b. **Your use of User Data.** As Data Controller, you warrant that you have the appropriate authority to collect and process the User Data and you agree to (i) process and use the User Data in accordance with this Privacy Policy, the applicable Terms of Service and applicable law. You will not submit to the Services any personal data relating to any individual that has not authorized such processing. You will protect the confidentiality of any accessible User Data and prevent access by or disclosure to any unauthorized third person. You will inform us within 24 hours about any problem arising in relation with management of your Bark account and/or User Data. You and your Users will be responsible for any illegal use of other person's data (personal or not) through the Services, including any use contrary to applicable data protection laws and/or in violation this Privacy Policy (including the Federal Family Educational Rights and Privacy Act of 1974 ("FERPA") and/or in violation this Privacy Policy. You acknowledge and agree that the Services are not designed to monitor any User Data covered by FERPA and that the nature of the Services is such that no User Data covered by FERPA will be possessed by us as a result of providing the Services.

c. **Service Configuration.** The Services provide device and application monitoring services for Covered Accounts as described in this Privacy Policy and the applicable Terms of Service. As part of the same, significant amounts of User Data may be collected and transmitted by the Services to Bark. You are responsible for setting the configuration of the Services that (i) controls the supervision and monitoring of activities, and (ii) determines the personal data to be monitored and collected. The setting of those configurations constitutes instructions by you for us to process User Data on your behalf as necessary to provide you the Services. The level and degree of such surveillance and monitoring is entirely under your control and we will not be liable for any such configuration and control carried out by you. All such User Data will be under your responsibility, with Bark as data processor in accordance with this Privacy Policy.

Commented [7]: I could not find a listing of these 3rd parties, which would arguably be required under COPPA at a minimum

Commented [8]: Unclear if these are limited to the 3rd parties listed under "international"

Commented [9]: Relying on only a "click thru" agreement may be risky "direct control" given the nature of what is collected

d. **Data Processor Obligations.** To the extent that we are a Data Processor on your behalf, we shall (a) implement appropriate technical and organizational measures to safeguard any User Data against any unauthorized or unlawful access, loss, destruction, theft, use or disclosure; (b) limit access to User Data only to those employees who need to know it to enable us to perform the Services; (c) only process the User Data as specified by this Privacy Policy and in accordance with your instructions, and (d) will not use the User Data for any purposes other than those related to the performance of the Services or pursuant to your written instructions. Upon the expiry or termination of this Agreement by way of de-registration, or upon your request, we will cease any and all use of the User Data and will destroy it. Other than as described in this Privacy Policy or the applicable Terms of Service, we will not disclose User Data to any third party without your prior written consent or pursuant to court or administrative order.

e. **Subcontracting.** As Data Processor we may provide access to any User Data to a subcontractor processor if we reasonably consider such access and processing necessary to the performance of the Services. In the event of such access and before the access takes place, we shall ensure that an agreement with the third party is in place which is sufficient to require it to treat personal data in accordance with the applicable provisions of this Privacy Policy. In particular, you authorize us to subcontract to the third parties mentioned in the following section on international transfers.

f. **Data removal.** We generally retain your User Data on an identifiable basis for 30 days, after which it is deleted. We may retain portions of your User Data indefinitely as needed for the purpose of providing reports to you concerning your Covered Account(s). If you wish to remove all the User Data in your Bark account, please uninstall Bark from your devices, and send an email (as set out below), with a digital copy of your ID or other identification document to prove your identity. Once your identity is confirmed, we will immediately remove all of your Data from our active systems and back-ups within fifteen (15) days from confirmation of identity (except as indicated below). Each Covered Account's User Data is controlled by the Covered Account and/or you as a Data Controller. We do not control any User Data and can not and will not provide access in response to any Covered Account's request to review or correct errors in his/her User Data. We will forward any such requests received by us to you and you will be responsible for responding to any such requests.

Commented [10]: this appears to be parents, not clear how this works for schools

g. **Warranties. You, as the party responsible for User Data that we process on your behalf as Data Processor for the provision of the Services, represent and warrant to us that:**

i. **You comply with all applicable laws with respect to the monitoring and control of devices and applications used by you or your Covered Accounts; and**

ii. **You have all legally required informed consents from each and every data subject, including without limitation, each Covered Account, whose personal data are submitted to us in the course of the provision of the Services or collected and transmitted to us by the Services.**

h. **Indemnity.** You agree to indemnify and keep us harmless from all claims, damages and losses we may suffer relating to or arising out of the processing of User Data and other third party personal data submitted to our systems during the course of your use and our provision of the Services.

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6. **International Transfers of Data.** We use third party technological services for the provision of Services, whose providers may process Registration Data and User Data collected in the course of providing us their services indicated below, as sub-processors. You authorize us to subcontract the following services and the corresponding transfer of User Data to the entities and countries listed below:

a. Data hosting and information systems: Amazon Inc., USA;

- b. Support and user support / help desk: intercom.com Inc., USA;
- c. Electronic communications: Google Inc., USA;
- d. Sending of commercial emails: Rocket Science Group Llc (Mail Chimp), USA

These companies are all within the EU-US Privacy Shield

7. Data Security. We have adopted technical and organizational measures to preserve and protect your personal information Data (including User Data) that we monitor from unauthorized use or access and from being altered, lost or misused, taking into account the technological state of art, the features of the information stored and the risks to which information is exposed. However, due to the nature of the information and related technology, we cannot ensure or guarantee the security of your personal information Data and expressly disclaim any such obligation. If we learn of a security breach, then we will attempt to notify you electronically as soon as reasonably possible so that you can take appropriate steps. You have a role in the security of your information and you are responsible to make sure your log-in information is kept from other people. If your log-in information is lost or stolen, you can change your user name or password on the Settings page of the Site. If we receive instructions using your log-in information we will consider that you have authorized the instructions.

Commented [12]: Unclear if for schools the notification is to the admin or the user(student) or both

8. Analytics and other anonymous data use. For the purpose of improving our services and providing sector/segment reports, we anonymize your Registration Data and User Data and store and process this data on an anonymous basis, even if your Account has been closed. The principal purpose is to analyze on an aggregated non-identifiable basis how our Services are used, measuring their effectiveness, and providing general customer service. We may also provide this data (or parts of it) on a fully anonymous aggregate basis to third party business partners, including for conducting academic research and surveys or commercial analytics, and to publish periodic sector or segmented information and reports about behavior patterns and tendencies.

Commented [13]: This may be a concern depending on the anon. mechanism or the nature of the survey (e.g. PPRA)

9. Accessing Your Information and Your Choices. You have the right to access, rectify, erase, block and oppose any processing of your personal data that we may have. You can update, amend or delete your contact information at any time by visiting the Settings page on the Site. You can update or change your billing and payment information on the My Account page on the Site. You can choose not to receive promotional emails from us by “unsubscribe” using the instructions in any promotional email you receive from us. This will not stop us from sending emails about your account or your transactions with us. You can choose to delete or block cookies by setting your browser to either reject all cookies or to allow cookies only from selected sites. If you block cookies performance of the Site may be impaired and certain features may not function at all. Moreover, you may at any time withdraw your consent to the processing of your personal data and information. This withdrawal will not have retroactive effects but may prevent us from providing the Services. The above is without prejudice to applicable law enabling conservation of your data for the purpose of defending our responsibility and complying with mandatory legal obligations. The aforementioned rights may be exercised by contacting us at help@bark.us or by mailing us at Bark Technologies Inc., P.O. Box 1841, Richmond Hill, GA 31324. We will assist you in accordance with the functionalities of the Services and this Privacy Policy to address any Covered Account request with regard to the processing of their personal data.

10. Consent. By registering for the Services and creating an account, you declare to have read and accepted the terms of this Privacy Policy. Without prejudice to the generality of the foregoing, you expressly and unequivocally consent to:

- a. the collection and processing of your Data by us in accordance with the indicated purposes and this Privacy Policy;

- b. the collection and processing of User Data on your behalf, as indicated herein; and
- c. the processing of all personal data stated in this Privacy Policy outside the European Economic Area (particularly in the United States of America) by the following subcontractors: Amazon Inc., Intercom.com, Google Inc, and Rocket Science Group LLC for the purposes indicated above.

Your consent to personal data collection and processing may be revoked, without retroactive effects, in accordance with applicable law.

11. Your California Privacy Rights. California residents are permitted by California law to request information about the manner in which we share certain categories of information with others for their marketing purposes. Please email us at california@bark.us to request this disclosure.

12. Links to Other Sites. We may permit others to link to this Site or to post a link to their site on ours. We do not endorse these sites and are not responsible for other sites or their privacy practices. Please read their privacy policies before submitting information.

13. Changes to the Privacy Policy. As we grow and change we may amend this Privacy Policy. The Policy in effect at the time you use the Site governs how we may use your information. If we make material changes we will post the revised Policy and the revised effective date on this Site. Please check back here from time to time to review any changes.

Commented [14]: additional subcontractors?

Commented [15]: could require school to proactively check for changes in order to maintain "direct control"

TERMS OF SERVICE

Bark G-- Suite Offering

Bark for Schools (G Suite Monitoring Services):
<https://www.bark.us/terms/Bark.GSuite.Monitoring.Terms.of.Service.pdf>

Effective date: February 1, 2018

These Terms of Service ("Terms") govern your use of the GSuites Google Apps monitoring services of student online activity (the "Service") made available by Bark Technologies, Inc. ("Bark", "our" or "we"). To agree to these Terms, click "I Agree" where indicated in the registration process for the Service.

Please note your use of the www.bark.us website or related applications (the "Site") indicates that you agree to be bound by our [Privacy Policy](#) and [Website Terms of Use](#).

1. **Introduction.** The Service is a tool operated by Bark which provides the subscribing school, school district or similar educational entity ("you" or "your") with a list of, and in some cases email and/or text alerts when potential online dangers (such as cyberbullying) or potential signs of trouble (such as threats, drug abuse, explicit content, depression or similar matters) are identified in email or in designated Google apps involving your registered students (each, a "Covered Account") using Google Apps or other applications provided through your GSuite services (the "GSuite Platform"). The Service includes automated review by our proprietary technologies of communications involving the Covered Accounts. The Service currently supports English language interactions only; additional language interactions may become available in the future.

2. **Subscription, Cancellation and Refund Policy.** The Service is offered on a free subscription basis. Subscriptions are month--to--month and automatically renew at the end of each month for the next succeeding month unless you cancel the subscription. To cancel your subscription at any time, please navigate to the "My Account" page on our Site. Bark may terminate this Agreement at any time by providing at least thirty (30) days' prior written notice to you other than in the event of a material breach of this Agreement by you in which case Bark may immediately terminate this Agreement without notice. Upon cancellation, the Service will terminate and Bark will cease any further review of the Covered Account(s).

3. **Registration.**

(a) General; Administrators; Users. You must be 18 years of age or older in order to subscribe to the Service. Registration requires you to provide Bark with your name, address, telephone number and email address, and to set up your account as an account administrator ("Administrator") using a user name and password that you select. You may authorize and set up additional account Administrators and users such as teachers, principals and other representatives participating within your school system who will have access to the Service and will receive alerts provided by the Service as selected by you (each a "User"), provided that all Administrators and Users must be your employees or authorized contractors. You represent and warrant that all information you provide regarding your account, your Administrators and your Users is accurate and up to date and will be kept up to date.

(b) Security/Passwords. You and your Administrators and Users are responsible for maintaining the confidentiality of your access to the Services. We have no control over use of usernames and passwords and cannot tell whether an unauthorized person is accessing the Services under

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Commented [18]: These are not hyperlinked to the actual policies. The Website TOS is likely this link https://www.bark.us/terms_of_service which seems to apply to the family product and has potentially conflicting terms

Commented [19]: No information about what happens to data upon termination

usernames and passwords belonging to your Administrators or Users. You and your Administrators will be responsible for immediately terminating access to the Services for your Administrators and Users who are no longer employed by You or who you no longer wish to have access to the Services. You and your Administrators and Users are solely responsible for any use of the user names and passwords associated with your account by you or any third party. We have no responsibility or liability for any such use. You agree to immediately notify us of any unauthorized use of your account, username or passwords or any other breach of security that is known or suspected by you.

(c) Students Only. You may register only your students using your GSuite Platform to be monitored under your subscription to the Service. You hereby represent and warrant that each student specified for any Covered Account to be monitored by the Service is a student using your GSuite Platform.

(d) Covered Accounts. Upon registration, you must identify all Covered Accounts to be monitored by the Service. You must also provide the applications within your GSuite Platform to be monitored and the user name and password or other means of authentication of the student for each Covered Account to be connected to the Service. The Covered Account user's log-in information is not stored by Bark but is used to establish our access to the online interactions in the Covered Account. For each Covered Account, you expressly authorize Bark to access, monitor, review, and store all online interactions and other communications to and from the Covered Account. Administrators on your account may add or remove Covered Accounts through your Google Apps dashboard.

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(e) Minimum Age Requirements of Third-Party Platforms. You expressly acknowledge that most third-party platforms are restricted to individuals who are 13 or older, and that, as between you and Bark, compliance with any such age requirement is your sole responsibility.

4. Collection of Student's Information.

(a) Information. During your registration of a Covered Account for the Service, Bark will collect the name and date of birth of the student associated with each Covered Account associated with your account. In connection with providing the Service to you thereafter, Bark will access and monitor communications to and from each Covered Account, which you understand and agree may include communications by or from other children. Bark also collects certain location information regarding the student associated with each Covered Account (including school name and general location).

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(b) Consent. You expressly consent to Bark's collection, monitoring and review of any information obtained in connection with a Covered Account, including all communications to and from such Covered Account.

(c) Child Privacy. Questions about Bark's policies or use of information from children under the age of 13 can be directed to Bark Technologies Inc., P.O. Box 1841, Richmond Hill, GA 31324 or at help@bark.us. You may terminate Bark's access, monitoring, collection and/or review of any Covered Account by terminating your subscription by removing Bark from your Google Apps dashboard.

(d) Disclosure of Information. You acknowledge and agree that the Services may allow you to share the alerts provided to you through the Services which may contain User Data (as defined in the Privacy Policy) of your students (all such shared information referred to herein as your "Shared Information"). We will have no control over your choice to provide access to your Shared Information or the persons to whom you provide access. We will have no liability to you in connection with any access you provide to your Shared Information, including without limitation, liability arising from mistakes that you make in your attempts to provide such access.

5. **Health, Welfare, and Safety Reporting.** We provide alerts to you regarding your student's online activities. If you suspect or determine a threat to the health, welfare, or safety of any individual or entity, you should contact law enforcement or other governmental agencies to make a report. If we identify information that in our sole discretion indicates health, welfare, or safety concerns for an individual or entity, we have the right, but not the obligation, to make reports to law enforcement or other appropriate governmental agencies.

Commented [22]: The fact that they can disclose data without permission, based on their own judgement may be valid under the FERPA exception for health or safety emergencies, but IMO it is a stretch, weakens the vendor's role as only a data processor and is potentially a FERPA violation

6. **Alerts.** In some cases Bark will endeavor to send alerts by email to your designated Administrator and User email address(es), or by text to your designated Administrator and User mobile devices (if requested). You are required to maintain updated email or text contact information for your designated Administrators and Users and bear all risks associated with providing Bark with inoperable or incorrect contact information.

7. **Publicity.** You agree that Bark may include your name or logo in a list of our customers, online or in promotional materials. You also agree that we may verbally reference you as a customer of our products or services that are the subject of this Agreement.

Commented [23]: This is something that would be unacceptable to many district

8. **Disclaimers.** YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT:

(a) THE SERVICE IS PROVIDED "AS IS," al WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY FOR INFORMATION, DATA, DATA PROCESSING SERVICES, OR UNINTERRUPTED ACCESS, (ii) ANY WARRANTY CONCERNING THE AVAILABILITY, ACCURACY, COMPLETENESS, USEFULNESS, OR CONTENT OF INFORMATION, AND (iii) ANY WARRANTY OF TITLE, NON-- INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE;

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(b) BARK DOES NOT WARRANT THAT THE SERVICE WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR-- FREE, OR THAT DEFECTS WILL BE CORRECTED;

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(c) BARK MAKES NO WARRANTY THAT THE SERVICE WILL MEET ANY OF YOUR EXPECTATIONS OR REQUIREMENTS; OR THAT USE OF THE SERVICE WILL PROTECT ANY STUDENTS FROM HARM;

(d) ANY INFORMATION OBTAINED THROUGH USE OF THE SERVICE IS DELIVERED TO YOU FOR YOUR USE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE THAT RESULTS FROM BARK'S PROVISION OF OR FAILURE TO PROVIDE ANY SUCH INFORMATION;

(e) NO ADVICE, RESULTS OR INFORMATION OR MATERIALS, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN;

(f) BARK DOES NOT PROVIDE LEGAL OR MEDICAL ADVICE AS PART OF THE SERVICE;

AND

(g) IF YOU ARE DISSATISFIED WITH THE SERVICE, YOUR SOLE REMEDY IS TO DISCONTINUE USING THE SERVICE.

9. **Changes to these Terms.** Bark may modify these Terms from time to time. You should check these Terms periodically for modifications. The provisions contained herein supersede all previous notices or statements regarding our Terms with respect to use of the Services. We include the effective date of our Terms at the top of the statement. We encourage you to check our Site frequently to see the current Terms in effect and any changes that may have been made to them. If we make material changes to the Terms, we will post the revised Terms and the revised effective date on this Site, and may notify you of such changes by displaying a notice (or link thereto) on the Site or otherwise. By

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using the Service following any modifications to these Terms, you agree to be bound by such modifications.

10. Proprietary Rights.

(a) Bark (or our licensor) is the owner and/or authorized user of any trademark, registered trademark and/or service mark appearing in connection with the Service, and is the copyright owner or licensee of all content and/or information provided to you through the Service, unless otherwise indicated. Except as otherwise provided herein, use of the Service does not grant you a license to any content, features or materials you may access through the Service and you may not modify, rent, lease, loan, sell, distribute or create derivative works of such Content, features or materials, in whole or in part. Any commercial use of the Service is strictly prohibited, except as allowed herein or otherwise approved by us.

(b) If you make use of the Service other than as provided herein, in doing so you may violate copyright and other laws of the United States, other countries, as well as applicable state laws and may be subject to liability for such unauthorized use. We do not grant any license or other authorization to any user of our trademarks, registered trademarks, service marks, other copyrightable material or any other intellectual property by including them on the Service.

(c) The information on the Service, including, without limitation, all text, graphics, interfaces, and the selection and arrangements is protected by law including copyright law.

(d) Product names, logos, designs, titles, words or phrases may be protected under law as the trademarks, service mark or trade names of Bark or other entities. Such trademarks, service marks and trade names may be registered in the United States and internationally.

(e) The Bark logos and service names are trademarks of Bark (the "Bark Marks"). Without our prior permission, you agree not to display or use Bark Marks in any manner. Nothing on the Site should be construed to grant any license or right to use any Bark Mark without our prior written consent.

(f) License by You to Use Feedback. You grant to us and our affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction or other feedback provided by you or your Administrators or Users relating to the operation of the Services.

11. **Limitations of Liability.** IN NO EVENT SHALL BARK, ITS AFFILIATES OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR CONTENT OR SERVICE PROVIDERS BE LIABLE FOR ANY 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 SERVICE, OR ANY OF THE CONTENT, MATERIALS OR FUNCTIONS RELATED THERETO, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, OR ANTICIPATED PROFITS, OR LOST BUSINESS, DATA OR SALES, OR COST OF SUBSTITUTE SERVICES, EVEN IF BARK OR ITS REPRESENTATIVE OR SUCH INDIVIDUAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN NO EVENT SHALL THE TOTAL LIABILITY OF BARK TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) ARISING FROM YOUR USE OF THE SERVICE EXCEED, IN THE AGGREGATE, \$100.

Commented [30]: I believe this is not permitted in some states, but may be mitigated by the clause later that talks about conflicts

12. **Compliance with Law.** You agree to comply with all applicable laws, rules and regulations in connection with your use of the Service. Without limiting the generality of the foregoing, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

13. **Applicable Law/Jurisdiction.** You agree that the laws of the state in which your school or school district is located, excluding its conflicts-of-law rules, shall govern these Terms. Please note that your use of the Service or the Site may be subject to other local, state, national, and international laws.

14. **Miscellaneous.**

(a) The Terms constitute the entire agreement between you and Bark and govern your use of the Service (as the case may be), superseding any prior agreements between you and Bark. You also may be subject to additional terms and conditions that are applicable to certain parts of the Service.

(b) You agree that no joint venture, partnership, employment, or agency relationship exists between Bark and you as a result of this Agreement or your use of the Service.

(c) Any claim or cause of action you may have with respect to Bark must be commenced within one

(1) year after the claim or cause of action arose.

(d) The failure of Bark to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms 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 the Terms remain in full force and effect.

(e) You may not assign the Terms or any of your rights or obligations under the Terms without Bark's express written consent.

(f) The Terms inure to the benefit of Bark's successors, assigns and licensees. The section titles in the Terms are for convenience only and have no legal or contractual effect.

(g) Other than as specifically set forth herein, the parties do not confer any rights or remedies upon any third party, including any students, Administrators, Users or any other person or entity other than the parties to this Agreement and their respective successors and permitted assigns.

15. **Notices / Contacting Us.** Bark may notify you via either email or regular mail to the addresses your Administrator provided upon registration of your account or as updated thereafter. Any inquiries you may have concerning these Terms, or to provide any notice to Bark hereunder, should be directed to: Bark Technologies Inc., P.O. Box 1841, Richmond Hill, GA 31324, with a copy to help@bark.us.

Commented [31]: Consider how this would interact if a district or state were to have a separate data sharing addenda-what would take precedence?

Commented [32]: Usually there is superseding language.

Commented [33]: unclear if they are acquired/merge, do the same terms apply?