

Terms and conditions

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Section 1: Introduction and Overview

TERMS OF SERVICE FOR PLAYGROUND IEP

LAST UPDATE: May 23, 2024

Section Summary: Welcome to Playground IEP. Playground IEP is a caseload management tool that helps special educators more efficiently manage their caseload. By using our services, you agree to follow our rules and respect our privacy policy. Please make sure you agree with these terms before using our services.

Welcome to Playground IEP, a web-based caseload management crafted with the unique needs of special educators in mind. Owned and developed by Playground IEP LLC, Playground IEP empowers educators by utilizing advanced generative AI technology to assist in drafting critical portions of Individualized Education Programs (IEPs). Our mission is to streamline the IEP writing process, ensuring educators can focus more on teaching and less on paperwork.

These Terms of Service govern your access to and use of Playground IEP along with any of our websites, portals, mobile applications, email correspondence, social media channels, services, classes, events, video training, tools, or products (collectively, our "Platforms" and "Products"). By registering for an account on or otherwise accessing or using our Platforms and Products, you agree to be bound by these Terms and our Privacy Policy, which is incorporated by reference. **If you do not agree with any part of these Terms, you must not use our Platforms or Products.** If you are using our Platform on behalf of an institution that has a separate written agreement with Playground IEP, that agreement governs your use of the Platform.

If you are entering into this Agreement 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 this Agreement and may not use the Platform.**

We may amend these Terms of Service at any time by posting the amended Terms of Service on this website. All amended terms and conditions will be automatically effective after they are posted on the website.

We may change or discontinue any aspect, service or feature of the Platforms at any time, including, but not limited to, content, hours of availability, and equipment needed for access or use.

You are responsible for obtaining and maintaining all connectivity, computer software, hardware and other equipment needed for access to and use of our Platforms and all charges related to the same.

Precedence of Enterprise Agreement: When a school, institution, or any other organization enters into a separate, legally binding enterprise agreement with Playground IEP LLC for the provision of services, the terms set forth in that specific contract will supersede and prevail over any conflicting or inconsistent terms in this Terms of Service. It is crucial for entities bound by such enterprise agreements to refer exclusively to their individual contracts for the definitive terms and conditions that govern their use of the Playground IEP services. This overriding effect extends to all aspects of the relationship covered by the enterprise agreement, ensuring that the

extends to all aspects of the relationship governed by the Enterprise Agreement, ensuring that the contract terms are the primary legal reference point.

Section 2: Privacy Policy

Section Summary: *We prioritize your privacy and the security of student data. Our practices comply with privacy laws, including FERPA, and are detailed in our Privacy Policy and Data Processing Agreement (DPA). By using our platform, you consent to our data handling methods and assume responsibility for complying with these agreements.*

Privacy Practices: At Playground IEP LLC, we have developed a comprehensive [Privacy Policy](#) that details our practices for collecting, using, disclosing, transferring, and storing your information. We encourage you to thoroughly review our [Privacy Policy](#) to understand our practices. By accessing and using Playground IEP, you acknowledge and agree to the terms outlined in our [Privacy Policy](#), and you consent to our collection, use, disclosure, and processing of your information as described. Our Privacy Policy is incorporated by reference into these Terms of Service.

Data Privacy and Responsibilities:

The Terms of Service delineate the distinct responsibilities assigned to users and Playground IEP regarding the management of data privacy. Users are required to comply with the Family Educational Rights and Privacy Act (FERPA) and other applicable privacy laws, ensuring the protection and confidentiality of student data they input into the Playground IEP platform.

Playground IEP's Role:

Playground IEP is committed to supporting users in their compliance efforts. Upon registration, Playground IEP provides a [Data Processing Agreement \(DPA\)](#) that explicitly outlines how we handle, secure, and process your data. It is imperative that users review, understand, and execute the DPA to ensure alignment with legal requirements.

User's Role:

As a user, you are responsible for ensuring that any student information you provide complies with relevant privacy laws and the stipulations of the DPA. This includes obtaining necessary consents and authorizations to share such data with Playground IEP. Users must take active measures to safeguard the confidentiality and integrity of the data while using the platform.

Mutual Commitment:

Both parties are mutually committed to upholding the highest standards of data privacy. Playground IEP ensures that all data management practices adhere to legal standards and protects user data from unauthorized access or breaches. Users must ensure that their use of the platform does not compromise the privacy or security of the information shared.

By clarifying these responsibilities, we aim to foster a transparent and secure environment for managing sensitive information, ensuring that both Playground IEP and its users are aligned in their roles to uphold data privacy and security.

Data Privacy Addendum: Please review the [Data Privacy Addendum](#), which supplements this policy by detailing additional responsibilities concerning the protection of student data submitted to Playground IEP. This addendum forms an integral part of our agreement with your school or educational institution. By using our platform, you agree that Playground IEP can use such data in accordance with our Privacy Policy. Upon agreeing to the Terms of Service, you will receive an

email containing the Data Privacy Addendum. It is your responsibility to review, sign, and return this document.

Compliance with FERPA and Data Processing Agreement (DPA)

As a user of Playground IEP, you are responsible for handling all student information in accordance with the Family Educational Rights and Privacy Act (FERPA). To support your compliance with FERPA, Playground IEP LLC will provide a [Data Processing Agreement \(DPA\)](#) at the time of registration. You are required to review, execute, and adhere to the terms of the DPA. Failure to sign and return the DPA may restrict your use of the Playground IEP services or lead to termination of your account. By using our services, you commit to maintaining the confidentiality and security of student data in line with FERPA and the DPA.

Section 3: Payment

Section Summary: *Playground IEP offers flexible subscription options tailored to individual needs and institutional requirements. You can cancel at any time, and we will notify you in advance of any price changes. Ensure your payments are up-to-date to maintain uninterrupted service access.*

Subscription Options and Cancellation

Individual Users:

- **Monthly Subscriptions:** Subscribe to Playground IEP on a monthly basis. You have the flexibility to cancel your subscription at any time.
- **Free 30-Day Trial:** New individual users enjoy a 30-day free trial with full access to all features. The trial converts to a paid subscription unless canceled before the end of the period. No payment information is required to start the trial.

Enterprise Customers (Schools and Institutions):

- **Custom Contracts:** Subscription terms, including payments, cancellations, and refunds, are customized based on institutional needs and outlined in separate enterprise agreements.

Refund Policy

For Individual Users:

- **Trial Period:** Eligible for a full refund if the subscription is canceled within the 30-day trial period.
- **Post-Trial Cancellations:** No refunds are issued for cancellations after the trial period; service continues until the end of the billing month.

For Enterprise Customers:

- **Custom Terms:** Refund policies are specifically negotiated and detailed in the enterprise contracts, considering the scope, duration, and any service level agreements (SLAs).

Price Changes

- **Notice of Price Changes:** We reserve the right to modify subscription prices. You will be notified of any changes at least 30 days in advance.
- **Adjustments for Price Changes:** For price decreases, the new lower price will be applied automatically to your next billing cycle. For price increases, you have the option to cancel your subscription if you do not accept the new pricing.

Payment Terms

- **Payment Obligation:** By subscribing to Playground IEP Pro or purchasing any products, you agree to fulfill all payment obligations.
- **Payment Method:** Payments must be made through the methods specified on our platforms.
- **Non-Payment:** We reserve the right to terminate your access for any payment issues, such as insufficient funds or declined transactions, without a refund.

Subscription Management for Individual Users

- **Activation:** Activate your subscription without initial payment, and explore freely during the trial period.
- **Automatic Renewal:** Subscriptions automatically renew each month. You must cancel your subscription via your account settings to stop billing at the end of the current cycle.
- **Cancellation Policy:** You may cancel at any time during the trial or subscription period without charge, effective immediately if during the trial, and at the end of the current billing cycle if post-trial.

Terms for Schools and Institutions

- **Enterprise Agreements:** Subscriptions for schools and other institutions are managed through separate enterprise agreements, which are tailored to the specific needs and usage expectations of each organization. These are not subject to the terms described above for individual users. Please contact our sales team for more information on enterprise subscriptions.

Section 4: Communications Opt-In Clause

Section Summary: *By signing up, you agree to get emails from us about your account and our services. You can choose not to receive marketing emails, but some essential service messages are part of the deal.*

Consent to Receive Communications

By registering for an account, subscribing to Playground IEP, or using any of our Platforms, you hereby consent to receive electronic communications from Playground IEP LLC. These communications may include notices about your account, updates to our Platforms or Products, promotional offers, and information concerning or related to our Products and services. Such communications are considered part of your relationship with us and you may not be able to opt out of receiving them.

Opting Out of Marketing Communications

While you cannot opt out of receiving essential service communications (e.g., account verification, purchase and billing confirmations and reminders, changes/updates to features of the service, technical and security notices), you may opt out of receiving marketing-related emails from us. To do so, you can follow the unsubscribe link at the bottom of each marketing email or contact us directly at the provided contact information to request removal from marketing communications lists. Please note that it may take us some time to process your request.

Changes to Communication Preferences

Playground IEP LLC reserves the right to modify the ways in which we communicate with you. By continuing to use Playground IEP and our Platforms, you agree to any such changes. We will provide notice of any significant changes to our communication policies or practices by updating our Terms of Service or through direct communication to you.

Your privacy is important to us, and we are committed to protecting your personal information in

Your privacy is important to us, and we are committed to protecting your personal information in accordance with our Privacy Policy. By agreeing to these Terms of Service, you acknowledge that you understand and agree to our collection, storage, use, and disclosure of your personal information as described in our Privacy Policy and this Communications Opt-In Clause.

Section 5: Intellectual Property, Content Responsibility, and Usage Rights

Section Summary: *Anything you upload stays yours, but you give us permission to use it to operate and improve our platform. Be sure what you upload is yours to share, and remember that our AI might not always get things perfect.*

User Content and Intellectual Property

As a user of Playground IEP, you may input, upload, or otherwise contribute content to our Services (referred to as "User Content"). This includes data you input to generate specific outputs and any other materials you may share through the use of Playground IEP. You retain all your ownership rights to your User Content. By providing User Content to Playground IEP, you grant Playground IEP LLC a non-exclusive, worldwide, royalty-free, sublicensable, and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the User Content solely for the purposes of operating, developing, providing, and using the Playground IEP platform and its services.

Responsibility for User Content

You affirm and warrant that you are the owner of, or have the necessary licenses, rights, consents, and permissions to provide the User Content in the manner it is contributed. You carry the sole responsibility for ensuring that your User Content does not infringe or violate the rights of any third party or any laws. You agree to indemnify and hold harmless Playground IEP LLC and its affiliates, directors, officers, employees, and agents from any claim, action, damages, liabilities, or expenses arising out of or in connection with your User Content.

Accuracy and Reliability of Generated Outputs

Playground IEP uses advanced AI technology to process User Content and generate outputs. Due to the nature of AI and machine learning, outputs may not always be accurate, unique, or reliable. Playground IEP LLC does not guarantee the uniqueness of any content generated through our Services and expressly disclaims any liability for the accuracy or reliability of the generated outputs. It is your responsibility to review, verify, and assess the suitability of all outputs for your intended purposes before relying on them.

Similarity of Content

Given the AI-driven nature of Playground IEP, it is possible that similar outputs may be generated for different users. Playground IEP LLC does not claim any ownership over the outputs generated for your specific inputs but assigns to you any rights we might have in such outputs, subject to these Terms. This assignment does not extend to similar outputs generated for other users or third-party outputs.

Use of User Content by Playground IEP LLC

Playground IEP LLC reserves the right to use User Content as necessary to provide, maintain, develop, and enhance the Services.

Disclaimer and Limitation of Liability

Playground IEP LLC disclaims all liability related to the accuracy, legality, or reliability of any User Content and generated outputs. Users are advised to exercise caution and due diligence when using outputs for critical decisions. Playground IEP LLC is not liable for any damages or legal implications resulting from the use of the Services.

By using Playground IEP, you acknowledge and agree to these terms, accepting responsibility for your User Content and the consequences of submitting, posting, or publishing it on or through the Services.

Ownership of Content

User Content Ownership: You, the user, retain all your rights to any text, images, data, information, or other materials you submit, post, or display on or through Playground IEP ("User Content"). You confirm you hold the necessary rights to use and share this content within Playground IEP without infringing on any third-party rights or violating any laws.

Output Ownership: As between you and Playground IEP LLC, you own the output generated by Playground IEP from your Input ("Generated Output"). This means that, subject to these Terms of Service, you hold ownership over the Generated Output provided by our Services based on your specific User Content. Playground IEP LLC hereby assigns to you all rights, title, and interest in and to the Generated Output, to the extent permitted by applicable laws. Such ownership is subject to the non-exclusive, worldwide, royalty-free license you grant to Playground IEP LLC to use the Generated Output as part of providing, improving, and developing the Services.

Non-Exclusivity of Generated Outputs: Due to the nature of generative AI technologies, similar or identical outputs may be generated for different users from different inputs. The ownership of your Generated Output does not preclude the possibility of similar outputs being generated for other users. Playground IEP LLC makes no claim to exclusive ownership of any specific outputs generated by our Services that may resemble others' outputs.

Intellectual Property of Playground IEP LLC: Apart from User Content and Generated Outputs, all rights, title, and interest in and to the Services, including all underlying software, interfaces, algorithms, and other technology, are owned by Playground IEP LLC. This includes any enhancements, modifications, or updates made to the Services, which are protected by intellectual property laws and international treaties.

By using Playground IEP, you acknowledge and agree to respect the intellectual property rights of others, including those of Playground IEP LLC and third parties. Any unauthorized use of the Services or content provided therein may violate intellectual property laws and other applicable laws and regulations.

Data Management and Deletion

User Responsibility for Data Backup: Users acknowledge that it is their responsibility to secure backups of their User Content to ensure permanent access. While Playground IEP LLC strives to protect user data, we shall not be liable for any loss, deletion, alteration, or removal of User Content from our Services, unless such actions contradict applicable legal requirements. Users are encouraged to maintain their own backups to safeguard their valuable information.

Compliance with Legal Obligations: Any deletion of data will be carried out in compliance with applicable legal and regulatory requirements, ensuring that the privacy and rights of our users are respected. Playground IEP LLC is committed to the ethical and lawful management of user data, including the responsible deletion of data when necessary.

Section 6: Use of the Platforms and Prohibited Behavior

Section Summary: *Please use our platform responsibly and legally. Don't share anything private or break any laws, especially those protecting student information. If you don't follow these rules, we might have to stop your access to our services.*

User Conduct and Responsibilities

As a user of Playground IEP and our associated Platforms, it is essential to conduct yourself responsibly, ethically, and in full compliance with all applicable laws and regulations. A key aspect

of your responsibility involves adhering to the Family Educational Rights and Privacy Act (FERPA) laws, ensuring the privacy and protection of student educational records. You must not share or input confidential or sensitive information about students or any third parties without proper authorization and in strict adherence to FERPA and other relevant privacy laws.

Prohibited Behavior

To maintain the integrity and security of our service, users of Playground IEP are strictly prohibited from engaging in the following behaviors:

- **Illegal Activities:** Participating in activities that are illegal or violate any local, state, national, or international law or regulation, including but not limited to FERPA laws.
- **Infringement of Intellectual Property:** Uploading, posting, transmitting, or otherwise making available any content that infringes upon the intellectual property rights of others.
- **Sharing Sensitive Information:** Distributing confidential or proprietary information of any third party, including students, without proper authorization or in violation of FERPA and other privacy laws.
- **Harassment and Abuse:** Engaging in behavior that is threatening, harassing, abusive, defamatory, or harmful towards any individual or group.
- **Misuse of Service:** Utilizing Playground IEP to create, distribute, or aid in the distribution of unwanted or unsolicited promotions, advertisements, or solicitations.
- **Impersonation:** Falsely impersonating another person or entity or misrepresenting your affiliation with a person or entity.
- **Destructive Actions:** Introducing harmful elements such as viruses, worms, malware, trojan horses, or engaging in activities that may disrupt, damage, or interfere with the operation of Playground IEP or others' use of the service.

User Agreement and Acknowledgment

By accessing and using Playground IEP, you affirm your agreement to:

- Respect and adhere to the guidelines outlined above, including full compliance with FERPA laws.
- Ensure that any content you provide is lawful, reliable, and appropriate, without violating any laws or these Terms.
- Accept responsibility for the content you submit, including its legality, reliability, and appropriateness.
- Consent to potential monitoring and auditing of service usage to ensure adherence to these Terms.
- Promptly notify us upon discovering any security breach or unauthorized use of your account.

Failure to comply with these guidelines may result in immediate termination of your access to Playground IEP, potential legal action, and/or reporting to appropriate authorities to enforce compliance with the law.

Playground IEP LLC reserves the right, though not obligated, to remove or edit content at our discretion that we determine violates these Terms of Service or poses a risk to our community. Your dedication to these principles is essential for maintaining a secure, respectful, and law-abiding online environment for all users.

Section 7: User Responsibilities in IEP Development

Section Summary: *Our tool helps you with IEPs, but it's your job to make sure they meet the necessary standards and laws. The final content and its compliance are up to you.*

User Responsibilities in IEP Development

Playground IEP's *IEP CoPilot* tool is designed to assist educators in developing Individualized Education Programs (IEPs) by providing suggestions and generating content based on user inputs. While Playground IEP aims to support the educational process, it is crucial that users apply their professional judgment and adhere to all applicable local, state, and federal regulations when using our service. The ultimate responsibility for the content of, and all decisions regarding, the IEPs rests with you, the user. You must review all content generated by Playground IEP and modify it as necessary to ensure it meets the specific and unique needs of each student, complying with the relevant educational standards and legal requirements.

Limitation of Liability for Educational Outcomes

Playground IEP LLC is not responsible for any outcome resulting from the use of Playground IEP in the IEP drafting process. This includes, but is not limited to, disputes or legal challenges related to the content of IEPs developed with the use of our service. In no event shall Playground IEP LLC be liable for any direct, indirect, incidental, special, consequential, or punitive damages arising out of or in any way connected with the use of Playground IEP or the reliance on its content in the IEP process. Furthermore, we are not liable for any claims, damages, or costs that may arise if an IEP developed with the use of our service goes to due process.

Section 8: Violations of Laws, Rules, and Regulations

Section Summary: *Follow all laws while using our service. If you see something wrong, let us know. We take these issues seriously and will take action if needed.*

Compliance with Legal Standards

Users of Playground IEP are required to comply with all applicable laws, rules, and regulations while accessing or using the service. This compliance includes, but is not limited to, laws regarding privacy, intellectual property, and the protection of confidential information, specifically adhering to the Family Educational Rights and Privacy Act (FERPA) laws for the protection of student educational records.

Responsibility for Content

You, as a user, are solely responsible for the content you provide to Playground IEP, including its legality, reliability, and adherence to applicable laws and these Terms of Service. Playground IEP LLC does not endorse or assume any liability for user-generated content. However, we reserve the right to review and, if necessary, remove any content that violates these Terms or any applicable laws.

Reporting and Enforcement

- **Reporting Violations:** If you encounter content or behavior that you believe violates these Terms of Service or any applicable laws, please report it to us immediately. Playground IEP LLC is committed to taking appropriate actions to maintain the integrity and safety of our service.
- **Enforcement Actions:** Upon receiving reports of potential violations, Playground IEP LLC will take necessary actions, which may include, but are not limited to, reviewing the content, contacting the user, removing the content, or suspending or terminating the user's account. We also reserve the right to cooperate with law enforcement authorities as required by law or in response to a valid legal request.

Legal Consequences

Violating the laws or regulations governing the use of Playground IEP, including failure to comply with FERPA laws or infringing on intellectual property rights, may result in severe consequences, including but not limited to:

- Immediate termination of access to Playground IEP.
- Legal action against the individual or entity responsible for the violation.

- Legal action against the individual or entity responsible for the violation.
- Reporting to relevant authorities to ensure adherence to the law.

User Liability

You agree to indemnify and hold harmless Playground IEP LLC, its affiliates, officers, agents, and employees from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of these Terms of Service, your violation of any law, or your violation of the rights of a third party.

Conclusion

Playground IEP LLC is dedicated to providing a safe, lawful, and respectful environment for all users. Your cooperation is essential in maintaining the high standard of conduct expected within our community. By using Playground IEP, you agree to adhere to these legal standards, contributing to a positive and productive experience for everyone involved.

Section 9: Third-Party Content and Links

Section Summary: *Sometimes we link to other websites. We're not responsible for their content or what happens if you use them. Be careful and know that dealing with them is at your own risk.*

Third-Party Content

Playground IEP may display, include, or make available third-party content (including data, information, applications, and other products or services) or provide links to third-party websites or services ("Third-Party Content"). Playground IEP LLC does not control, endorse, or assume responsibility for any Third-Party Content, including its accuracy, validity, legality, or decency. You acknowledge and agree that Playground IEP LLC is not responsible for any loss or damage incurred as the result of your interaction with any Third-Party Content.

Links to Other Sites

Our service may contain links to external sites that are not operated by us. If you click on a third-party link, you will be directed to that third party's site. We strongly advise you to review the Terms of Service and Privacy Policy of every site you visit. We have no control over and assume no responsibility for the content, privacy policies, or practices of any third-party sites, products, or services.

User Interaction with Third-Party Content

- **Caution and Diligence:** Exercise caution and apply your judgment when interacting with Third-Party Content. Use of any such linked website is at the user's own risk.
- **Accuracy and Reliability:** Playground IEP LLC does not guarantee the accuracy, completeness, or usefulness of any Third-Party Content and, under no circumstances, will be liable for any loss or damage caused by your reliance on Third-Party Content.
- **Commercial Transactions:** Any transactions, communications, or interactions you have with third parties found on or through Playground IEP are solely between you and the third party. Complaints, concerns, or questions regarding Third-Party Content should be directed to the third party.

Disclaimer

While Playground IEP aims to provide access to high-quality educational tools and resources, Playground IEP LLC disclaims all liability arising from your use of any Third-Party Content. This includes any reliance on the accuracy, completeness, or usefulness of such content. The inclusion of any links does not imply an endorsement by Playground IEP LLC of the third-party site or any association with its operators.

Your Responsibility

By using Playground IEP, you acknowledge and agree that it is your responsibility to take precautions when downloading files, using applications, or accessing content from Third-Party Content providers to protect your computer system from viruses, worms, Trojan horses, and other harmful or destructive content. Playground IEP LLC bears no liability for any damages resulting from your access to or use of Third-Party Content.

Section 10: Disclaimer of Warranties; Limitation of Liability

Section Summary: *We do our best to offer a great service, but we can't guarantee everything will always work perfectly or fit every need. We're not responsible for certain types of losses or damages from using our platform.*

Disclaimer of Warranties

Playground IEP and all related services, information, and content provided by Playground IEP LLC are offered on an "as is" and "as available" basis, without any warranties of any kind, either express or implied. To the fullest extent permissible pursuant to applicable law, Playground IEP LLC disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

Playground IEP LLC does not warrant that:

- The service will meet your specific requirements or expectations.
- The service will be uninterrupted, timely, secure, or error-free.
- The results obtained from the use of the service will be accurate, reliable, or meet your quality standards.
- Any errors in the service will be corrected.

Limitation of Liability

To the maximum extent permitted by applicable law, in no event will Playground IEP LLC, its affiliates, directors, employees, agents, suppliers, or licensors be liable for any indirect, incidental, special, consequential, or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from:

- Your access to or use of or inability to access or use the service.
- Any conduct or content of any third party on the service.
- Any content obtained from the service.
- Unauthorized access, use, or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence), or any other legal theory, whether or not Playground IEP LLC has been informed of the possibility of such damage.

Accuracy of Content

While Playground IEP LLC strives to provide useful and accurate information, we do not guarantee the accuracy, completeness, or usefulness of any information on the service or adopt, endorse, or accept responsibility for the accuracy or reliability of any information provided by third parties. Under no circumstances will Playground IEP LLC be responsible for any loss or damage resulting from your reliance on information or other content posted on the service or transmitted to or by any users.

Basis of the Bargain

The limitations of liability set forth above are fundamental elements of the basis of the agreement between Playground IEP LLC and you. The provision of the service to you is contingent upon such limitations, and all users who do not agree to these terms are prohibited from using the service.

Indemnification

You agree to defend, indemnify, and hold harmless Playground IEP LLC, its affiliates, and their respective directors, officers, employees, and agents from and against all claims, damages, obligations, losses, liabilities, costs, debt, and expenses (including but not limited to attorney's fees) arising from or relating to your use of the service, your violation of these Terms, or your violation of any rights of a third party.

By using Playground IEP, you acknowledge that you have read this disclaimer and agree to its terms. If you do not agree to these terms, you are not authorized to use or access the service.

Section 11: Governing Law and Dispute Resolution

Section Summary: *Any legal issues will be handled by the laws of the state where we're registered. If you have a disagreement, we'll try to resolve it through arbitration, not in court.*

Governing Law

These Terms of Service and your use of Playground IEP shall be governed by and construed in accordance with the laws of the State where Playground IEP LLC is registered, without giving effect to any principles of conflicts of law. Any legal suit, action, or proceeding arising out of, or related to, these Terms of Service or Playground IEP shall be instituted exclusively in the federal courts of the United States or the courts of the State where Playground IEP LLC is registered. By using Playground IEP, you waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Dispute Resolution

In the event of any dispute, claim, question, or disagreement arising from or related to these Terms of Service or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or disagreements shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules, including the Supplementary Procedures for Consumer-Related Disputes, where applicable.

Arbitration Agreement

You and Playground IEP LLC agree that any dispute, claim, or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation, or validity thereof or the use of Playground IEP (collectively, "Disputes") will be resolved solely by binding, individual arbitration and not in a class, representative, or consolidated action or proceeding. You and Playground IEP LLC agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of these Terms, and that you and Playground IEP LLC are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms and the termination of your use of Playground IEP.

Exceptions

Notwithstanding the above, both you and Playground IEP LLC will have the right to bring an individual claim against the other in small claims court of competent jurisdiction or, if filed in arbitration, the respondent may request that the dispute proceed in small claims court instead if the claim is within the scope of small claims court's jurisdiction. Furthermore, Playground IEP LLC retains the right to apply to any court of competent jurisdiction for provisional relief, including pre-arbitrary injunctions and orders or to seek injunctive relief to protect its intellectual property rights.

Modification of Dispute Resolution

If Playground IEP LLC makes any future change to this arbitration provision (other than a change to Playground IEP LLC's address for Notice), you may reject the change by sending us written notice within 30 days of the change to Playground IEP LLC's address for Notice, in which case your account with Playground IEP will be immediately terminated and this arbitration provision, as in effect immediately prior to the amendments you reject, will survive.

Opt-Out of Agreement to Arbitrate

You have the right to opt out of the provisions of this Section by sending written notice of your decision to opt-out to the specified address of Playground IEP LLC within 30 days after first becoming subject to this arbitration agreement. Your notice must include your name and address, the email address you used to set up your Playground IEP account (if you have one), and an unequivocal statement that you want to opt-out of this arbitration agreement. If you opt-out of this arbitration agreement, all other parts of these Terms will continue to apply to you. Opting out of this arbitration agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

Section 12: Amendments and Modifications

Section Summary: *We may change these terms occasionally to reflect updates or user feedback. We'll let you know about changes through email or our platform.*

Updates to Terms of Service

Playground IEP LLC may update these Terms of Service from time to time to reflect changes in our service, user feedback, or legal and regulatory updates. When we make changes, we'll notify you by posting the updated Terms on the Playground IEP platform and updating the "Last Updated" date at the top of the Terms. Additionally, we'll send an email notification to the address associated with your account and/or provide an in-app notification.

Understanding Changes

To help you understand the impact of any changes, we'll include a summary of the key amendments along with the notification. This summary will highlight the most significant updates to the Terms and how they may affect your use of Playground IEP.

Your Feedback

We value your feedback on any proposed changes to the Terms of Service. Before significant changes become effective, we'll provide a comment period through which you can submit your feedback. Please send your comments or concerns to privacy@playgroundiep.com. While we may not be able to respond to each comment individually, we will review all feedback as we finalize the updated terms.

Effective Date

The revised Terms will become effective as posted on the "Last Updated" date mentioned at the top of the Terms. If you continue to use Playground IEP after the effective date, it will signify your agreement to the new Terms.

Notification of Changes

We commit to notifying you of any changes through:

- Email notifications to the email address associated with your account.
- In-app notifications within the Playground IEP platform.
- Posting on our website with a clear indication of the "Last Updated" date.

Feedback and Concerns

If you have any questions, concerns, or feedback about the new terms, please do not hesitate to contact us at privacy@playgroundiep.com. We're here to clarify any points and ensure that you feel confident in how the changes may affect you.

Opting Out

If you disagree with the updated Terms, you may close your account by contacting privacy@playgroundiep.com before the new terms take effect. Please note that continuing to use Playground IEP after the changes have taken effect indicates your acceptance of the revised Terms.

Your Role in Reviewing Changes

It is important that you review the updated Terms of Service carefully. Your continued use of Playground IEP after changes have been made implies your consent to be bound by the revised Terms. If you do not agree to the new terms, you should discontinue your use of Playground IEP.

By participating in this review process and providing feedback, you play a crucial role in shaping Playground IEP. We appreciate your commitment to making our service better and more responsive to your needs.

Section 13. Compliance and Use of the Platforms

Section Summary: *Make sure your use of our platform follows all laws, including those about privacy and intellectual property. Misusing our service can lead to termination of your access.*

Compliance with Laws and Regulations:

Users must comply with all applicable laws, rules, and regulations when using Playground IEP, including but not limited to privacy laws and intellectual property rights. You are responsible for ensuring that your use of Playground IEP does not violate the Family Educational Rights and Privacy Act (FERPA) or any other applicable laws.

Prohibited Behavior:

You may not engage in illegal activities, violate intellectual property rights, share sensitive or confidential information without proper authorization, or engage in any behavior that is threatening, harassing, abusive, or harmful. Misuse of the service, including the distribution of unwanted or unsolicited promotions or harmful code, is strictly prohibited.

User Responsibility:

You accept responsibility for your use of Playground IEP, including the legality and appropriateness of the content you provide. Failure to comply with these guidelines may result in termination of your access to the service, legal action, and/or reporting to appropriate authorities.

Third-Party Content and Links

Playground IEP may display or link to third-party content or websites. We do not control, endorse, or assume responsibility for third-party content, including its accuracy or legality. Interactions with third-party content and websites are at your own risk. We are not liable for any loss or damage resulting from such interactions.

Governing Law and Dispute Resolution

Governing Law:

These Terms of Service are governed by the laws of the State where Playground IEP is registered, without regard to its conflict of laws principles.

Dispute Resolution:

Any disputes arising from or relating to these Terms or Playground IEP will be resolved through binding arbitration under the rules of the American Arbitration Association. You waive any right to participate in a class-action lawsuit or class-wide arbitration.

Modifications to Terms:

Playground IEP may modify these Terms at any time. We will notify you of any changes by updating the Terms on our site and providing a notice. Your continued use of Playground IEP after any change takes effect signifies your acceptance of the updated Terms.

Severability

If any provision of these Terms of Service is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

No Waiver

Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

Entire Agreement.

These Terms of Service set forth the entire understanding and agreement between us with respect to the subject matter hereof. Notwithstanding the foregoing, Playground IEP LLC may post supplemental terms and conditions regarding privacy and user information on this Website, which shall become binding upon automatically users if and when such additional terms and conditions are posted.

Assignment. You may not assign, license, sublicense, transfer or otherwise convey these Terms of Services and/or your rights to use the Platforms or Products to any third party without the prior written consent of Playground IEP LLC, which may be withheld in our sole and absolute discretion. Any attempted assignment, license, transfer or conveyance is void and not enforceable. Notwithstanding the foregoing, Playground IEP LLC may assign, license, sublicense, transfer or convey its rights and obligations to the Platforms, Products and under these Terms of Service to any party at any time without notice to you.

Section 14. Third-Party AI Services

Section Summary: *We use external AI technologies to help make our services better. We make sure that any data shared with these technologies is handled safely and in line with privacy laws.*

Our platform uses OpenAI's application programming interface (API) to enhance the AI capabilities of our services. We maintain the highest standards of data security and have established a Data Processing Agreement (DPA) with OpenAI to ensure compliant handling of your data in accordance with relevant data protection laws and regulations. We do not share your data with OpenAI for model training purposes. Furthermore, OpenAI will not use data provided by our users through our API for training or enhancing their models. All data transmitted via the API is retained for abuse and misuse monitoring and will be deleted after no more than 30 days, unless required by law to retain it longer.



hello@playgroundiep.com



Features	Resources	Who we serve	Other
IEP Copilot	Webinars	Special Educators	Pricing & Onboarding
Caseload Organization	Learning Library	SPED Admin	Testimonials
IEP Snapshots	Blog	Service Providers	
Progress Monitoring	Merch	Gen-Ed Teachers	
Automated IEP Scheduling		Administrators	
Custom Confidentiality Settings			