



ONLINEIPT® SITE TERMS AND CONDITIONS OF USE

Effective starting: June 29, 2018 ([view archived versions](#))

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YOUR ACCOUNT

If you use this Site, you are responsible for maintaining the confidentiality of your Site account ("Account") and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. B&T reserves the right to refuse service, terminate accounts, remove or edit content at its sole discretion. User shall use reasonable precautions to protect User's equipment from an unauthorized access, attack, or use.

REGISTRATION

In order to access our Site you must have an Account. In registering for the Services, you agree to (1) provide true, current, and complete Registration Data; and (2) maintain and promptly update the Registration Data to keep it true, current, and complete. You are responsible for all activities that occur under your Account. You may not share your Account or password with anyone, and you agree to notify B&T immediately of any unauthorized use of your password or any other breach of security. You agree not to create or access an Account using a false identity or information, or on behalf of someone other than yourself. You agree not to create an Account or use the Site if you have been previously banned from the Site by B&T or your organization.

1. **ACCOUNT OWNER.** The "main" account for your organization is created by B&T. Before being allowed to use the Site, you must accept the Terms of Use. As Account Owner, you will be responsible for creating the School Accounts for your organization by entering contact information in them. To create a School Account, you must (1) provide a valid e-mail address, (2) assign test quantities. The Site will automatically notify the School's contacts using the e-mail addresses you provide. As an Account Owner, you will be responsible for any activities, including any violation of the Terms that occur under School Accounts created using your main Account.
2. **SCHOOL ACCOUNTS.** If you are a school, the Account Owner is responsible for creating an Account for you and assigning test quantities to your school. Before you are allowed to use the Site, you must accept the Terms of Use.
3. **EXAMINER ACCOUNTS.** If you are an examiner of the organization, depending on the structure of your organization, the Account Owner and/or School Account person is responsible for creating your Account. To create an Examiner Account, Account Owner and/or School Account person must (1) provide a valid e-mail address, and (2) assign permission rights. Before you are allowed to use the Site, you must accept the Terms of Use.

NECESSARY EQUIPMENT AND SOFTWARE

You must provide all equipment and software necessary to connect to the Site, including but not limited to, a desktop, laptop, or tablet that is suitable to connect with and use the Site. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing the Site.

USER RESPONSIBILITY

You are solely responsible for your interactions with other Users of the Site and any other parties with whom you interact through the Site; however, B&T reserves the right, but has no obligation, to intercede in disputes among Users. You agree that B&T will not be responsible for any liabilities incurred as the result of such interaction.

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The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education.

You recognize B&T is conducting studies that support the validity of B&T's tests, and therefore your educational agency or institution's use of the scores from the tests. You recognize that these studies are conducted in such manner as will not permit the personal identification of students by anyone. Furthermore, you recognize that when B&T provides the IPT Family of Tests for your use, representatives of your organization will have access to personally identifiable information for the students for the purposes of score reporting. This information will be destroyed by B&T when no longer needed for the purpose for which it was recorded. No specific student information will be released to any third party unless there is a written consent from the student's parents specifying records to be released, the reasons for such release, and to whom, and with a copy of the records to be released to the student's parents and the student if desired by the parents.

As applicable, you agree to comply with all FERPA requirements prior to providing B&T access to any student education records.

ASSESSMENT DATA CREATED AND OBTAINED FROM THE USE OF THE ASSESSMENT WEBSITE AND B&T'S RELATED SERVICES

The assessment data created and obtained from the use of the Site, and/or B&T's related services is owned by B&T. B&T may use this assessment data for internal business purposes. B&T agrees to not release assessment data on an individual student or individual school to any third party without the prior notification and authorization of the student or school and in compliance with Children's Online Privacy Protection Act (COPPA). B&T grants the use of the assessment data to the school, district or educational organization subject to the restrictions of COPPA and any other laws that the contracting party is subject to. Such access grant does not allow the school, district, or other organization to sublicense, resell, or transfer the assessment data for profit or for use in connection with development of an assessment product for profit without prior express written consent of B&T. There is no restriction on your royalty-free right to download a digital copy of the assessment data for analysis and archiving in support of your organization's internal operations.

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INDEMNIFICATION

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FORCE MAJEURE

Neither party will be responsible for any delay, interruption or other failure to perform under the Agreement due to acts, events, and causes beyond the control of the responsible party, including, but not limited to, embargoes, explosions, failure of third party suppliers, fires, governmental decrees, labor disputes, natural disasters, riots, strikes, terrorist activities, extreme/dangerous weather, national defense requirements, acts or regulations of national or local governments, war, impossibility of the use of means of public or private telecommunications networks, or the threat of any of these things.

If a Force Majeure Event occurs, we may have to cancel a performance or abandon it part way through and our obligations to you are deemed to be suspended for the period that the Force Majeure Event continues. We will use our reasonable endeavors to find a solution by which our obligations may be performed despite the Force Majeure Event.

TERMINATION

The use of this Site is provided free with no license/program fee for purchased OnlineIPT tests. B&T reserves the rights to terminate your account if it has been inactive for a period longer than two (2) years. You may terminate the use of this Site at any time by submitting a request in writing from an authorized representative. By terminating the use of this Site, B&T reserves the rights to permanently purge your stored data in its entirety including any incomplete or unused test credits without issuing any credits or refunds. Your use of this Site may also be terminated immediately by B&T if in B&T's sole determination you fail to comply with any term or provision of these terms and conditions. Other types of accounts such as trial/demo accounts, which are meant for evaluation purposes, are only valid for 30 days. After this period, all data associated with this evaluation account will be permanently purged without the possibility of porting to other accounts.

DATA RETENTION

To maintain Site's optimum performance and data handling, we reserve the right to delete test records after a two-year period if necessary. Thus, test records at the individual student level may no longer be available. Customers may export the data from the Site at any time prior to the two-year period for internal archiving purposes.

YOUR DATA PORTABILITY AND DELETION

Upon written request by you made within 30 days after the effective date of termination or expiration of this Agreement, we will make your data available to you for export or download. After such 30-day period, we will have no obligation to maintain or provide any of your data, and as provided in the Terms of Use will thereafter delete or destroy all copies of your data in our possession or control, unless legally prohibited.

CONTROL OVER FEATURES, FUNCTIONS AND ACCESS TO THE SITE

While B&T makes the effort to communicate to the User about new features via the "What's New" section on the Site, we reserve the right to change features and functions of the Site without prior notice.

B&T may deny you access to all or part of the Site without prior notice if you engage in any conduct or activities that B&T determines, in its sole discretion, violates this Agreement or is otherwise a misuse or inappropriate use of this Site.

FUTURE FUNCTIONALITY

You agree that your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by B&T regarding future functionality or features.

OTHER

These terms shall be governed by and construed in accordance with the laws of the State of CALIFORNIA, without giving effect to any principles of conflicts of law. Any action at law or in equity arising out of or relating to these terms shall be filed only in the state or federal courts located in CALIFORNIA and you hereby consent to the personal jurisdiction of such courts for the purposes of litigating any such action. If any provision of these terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions.

TECHNICAL SUPPORT

The purpose of technical support is to troubleshoot problems or provide guidance and support related to the product and services. Technical support may be provided through various channels such as phone, online, or e-mail. Inquiries posted to the Site (Ask a question page) are automatically archived in their original form and can be viewed both by you and personnel from your school/district. B&T is not responsible or liable for the content of inquiries posted by users. Technical support is committed to protecting our customer's privacy. We only ask for information necessary to validate you as a legitimate User so support can be provisioned in an efficient and proper manner. We will never share any of your information with any individual outside of B&T without your clear consent. You will receive e-mail and other communication from us, such as responses to your inquiries placed by phone or online and administrative communication relating to your customer account (e.g., for purposes of account recovery or password reset). Note that B&T support team will never e-mail you to ask for your password. If you receive such an e-mail, forward it to support@ballard-tighe.com.

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