

Blooket Terms of Service

ACCEPTANCE OF THE TERMS OF SERVICE

Last updated September 6, 2024

THE FOLLOWING TERMS AND CONDITIONS ("TERMS") APPLY TO YOUR USE OF THE WEBSITE BLOOKET.COM, ("BLOOKET", "WE" "US" OR "OUR"), INCLUDING ANY CONTENT, FUNCTIONALITY, PRODUCTS, AND SERVICES OFFERED ON OR THROUGH SUCH WEBSITE (COLLECTIVELY, THE "WEBSITE"), WHETHER AS A GUEST OR ACCOUNT HOLDER. THESE TERMS ALSO APPLY TO YOUR USE OF OTHER BLOOKET SERVICES THAT DISPLAY OR INCLUDE THESE TERMS ("ADDITIONAL SERVICES"). IN THESE TERMS, THE WEBSITE AND ADDITIONAL SERVICES ARE COLLECTIVELY REFERRED TO AS THE "SERVICES."

BY CLICKING/CHECKING THE "I AGREE" BUTTON/BOX, ACCESSING THE BLOOKET WEBSITE OR BY UTILIZING THE BLOOKET SERVICES YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE AND ALL EXHIBITS, ORDER FORMS, AND INCORPORATED POLICIES AS WELL AS ALL FUTURE MODIFICATIONS TO EITHER THE TERMS OF SERVICE OF PRIVACY POLICY OF BLOOKET.

PLEASE READ THESE TERMS CAREFULLY BEFORE YOU START TO USE THE SERVICES. BY USING THE SERVICES, YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THESE TERMS OF SERVICE. IF YOU DO NOT WANT TO AGREE TO THESE TERMS OF SERVICE, YOU MUST NOT USE THE SERVICES. BY ACCEPTING THESE TERMS:

1. You are also agreeing to Blooket's Privacy Policy which explains what information we collect from you and how we protect it.
2. You and BLOOKET agree to resolve disputes pursuant to the process outlined below.

THESE TERMS CONTAINS A BINDING CLASS-ACTION WAIVER PROVISION. IF YOU ACCEPT THESE TERMS, YOU AND BLOOKET AGREE TO RESOLVE DISPUTES PURSUANT TO THE DISPUTE RESOLUTION PROVISIONS BELOW AND GIVE UP THE RIGHT TO GO TO COURT INDIVIDUALLY AS PART OF A CLASS ACTION.

If you are using the Service on behalf of a school, institution, company or organization that has a separate express written agreement with Blooket and the school, institution or company, that agreement shall govern your use of the Service, and all matters not covered by said agreement will be subject to our Terms of Service and Privacy Policy. Such Agreements with schools, institutions, companies or organizations shall only apply to accounts created and paid for expressly by them and not with Starter or free accounts or accounts paid for by individual educators, employees or teachers of those entities. Individuals who are employees of organizations, schools, institutions or companies which use the Starter or Free accounts or pay for accounts individually are bound by these Terms of Service agreement solely. Only individuals who have the express authority to bind a School District, School, or other entity, may enter into these Terms of Service on behalf of that entity. Without such express authority, the account will be considered an individual account.

TO ENTER INTO THE CONTRACT CREATED BY THESE TERMS, YOU MUST BE OF THE LEGAL AGE OF MAJORITY IN YOUR COUNTRY OF RESIDENCE UNLESS THE ACCOUNT IS CREATED THROUGH AN EDUCATIONAL SUBSCRIBER'S USE EXCEPTION DESCRIBED MORE FULLY BELOW. YOU ARE LEGALLY AND FINANCIALLY RESPONSIBLE FOR ALL ACTIONS USING OR ACCESSING OUR WEBSITE, INCLUDING THE ACTIONS OF ANYONE YOU ALLOW TO ACCESS TO YOUR ACCOUNT. YOU AFFIRM THAT YOU HAVE REACHED THE LEGAL AGE OF MAJORITY, UNDERSTAND AND ACCEPT THESE TERMS (INCLUDING ITS DISPUTE RESOLUTION TERMS). IF YOU ARE UNDER THE LEGAL AGE OF MAJORITY, YOUR PARENT OR LEGAL GUARDIAN MUST CONSENT TO THESE TERMS. IF AN EDUCATIONAL INSTITUTION OR EDUCATOR CONSENTS ON YOUR BEHALF IN LOCO PARENTIS, THE EDUCATIONAL INSTITUTION OR EDUCATOR AGREES THAT IT HAS THE LEGAL AUTHORITY TO DO SO BY EXPRESS AGREEMENT WITH PARENTS OR STATUTORY AUTHORITY.

EDUCATIONAL INSTITUTIONS AND EDUCATIONAL INSTRUCTORS UTILIZING THE SERVICE, INCLUDING THE USE OF BLOOKET CLASSES FEATURE AND STUDENT ACCOUNTS CREATED BY THE BLOOKET CLASSES FEATURE, ARE RESPONSIBLE FOR MONITORING THE RIGHTS AND INTERESTS OF THEIR STUDENTS AND MUST THEREFORE TAKE SPECIAL CARE IN THE REVIEW OF THIS AGREEMENT. EDUCATIONAL INSTITUTIONS AND EDUCATIONAL INSTRUCTORS SHALL BE RESPONSIBLE FOR OBTAINING, WHERE APPLICABLE, PERTINENT CONSENT FROM PARENTS, LEGAL GUARDIANS OR ELIGIBLE STUDENTS PRIOR TO UTILIZING THE SERVICE. BLOOKET SHALL NOT BE RESPONSIBLE FOR ANY NEGLIGENCE OF THE EDUCATIONAL INSTITUTION IN THE REVIEW OF THIS AGREEMENT OR THE OBTAINMENT, WHERE APPLICABLE, OF THE NECESSARY PARENTAL CONSENT.

If you are entering into this Agreement on behalf of a company, educational institution or other legal entity, you acknowledge that you have the authority to bind said entity to these terms and conditions, in which case the terms "you," "your" or "Member" shall refer to said 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 Service, and BLOOKET shall not be responsible for any use you make of the Service without the pertinent authorization.

Privacy Policy

Please review our Privacy Policy found at <https://www.blooket.com/privacy> which also governs your use of the Services, to understand our practices.

Changes to the Terms of Service

We may update these Terms from time to time; you should check this page regularly to take notice of any changes. Your continued use of the Services following the posting of revised Terms means that you accept and agree to the changes as well any changes to the Privacy Policy.

Accessing the Services and Account Security

We may withdraw or amend the Services, and any related service or content, or restrict access (including by means of cancellation, termination, or modification, or suspension of a user account) to all or certain users (including you) without notice and without liability to you in our reasonable discretion. Additionally, due to your geographic location, the Services or some of their features, services, or content may be unavailable to you. Notwithstanding anything to the contrary herein, we may terminate or suspend access to the Services based on your breach of these Terms.

To access certain Services, you may be asked to create an account or provide registration details or other information, and in order to use such resources, all the information you provide must be correct, current, and complete. From time to time, in order to access the Services or certain games, services, or functionality, BLOOKET may require some or all users to download updated or additional software. The terms of use of such software may be subject to separate agreement between you and BLOOKET. By agreeing to this service, you agree not to block any access to the various website directories which are required for functionality of the service including all cloud storage and hosting services. The services which are required to be enabled are located on the Blooket website at <https://debug.blooket.com/>.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential (other than user name), and you must not disclose it to others. You must immediately notify BLOOKET (via contact-us@blooket.com) of any unauthorized use of your user name or password or any other breach of security. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. You may only access the Services through your own account. Users do not own their accounts, and gifting or otherwise transferring of accounts or access keys is prohibited.

We reserve the right to change your display name if we deem it offensive, misleading, potentially infringing the rights of third parties or if you have been inactive for more than a year.

System Requirements

Use of the Services requires one or more compatible devices, Internet access (fees may apply), and certain software (fees may apply), and may require obtaining updates or upgrades from time to time. Because use of the Services involves hardware, software, and Internet access, your ability to access and use the Services may be affected by the performance of these factors. High speed Internet access is recommended. You acknowledge and agree that such system requirements, which may be changed from time to time, are Your responsibility.

Intellectual Property Rights

The Services, including all content, features, and functionality thereof, are owned by BLOOKET, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, and other intellectual property or proprietary rights laws.

You are permitted to use the Services for your personal, non-commercial use only or legitimate business purposes related to your role as a current or prospective customer of BLOOKET. Except as provided below, you must not copy, modify, create derivative works of, publicly display, publicly perform, republish, or transmit any of the material obtained through the Services, or delete, or alter any copyright, trademark, or other proprietary rights notices from copies of materials from the Services. However, if you are otherwise in compliance with these Terms, you are permitted to use, elsewhere and on other websites, an unaltered copy of portions of the content that is publicly available on the Website for the limited, non-commercial purpose of discussing such content.

The Service and the BLOOKET Technology are intended solely for the personal, non-commercial use of our users and may only be used in accordance with this Agreement. "BLOOKET Technology" means all past, present and future content of the Service, including, all the software, hardware and technology used to provide the Service (including BLOOKET proprietary code and third-party software), user interfaces, materials displayed or performed on the Service, such as text, graphics, articles, photographs, images, illustrations and the design, structure, sequence and "look and feel" of the Services, and all other intellectual property, including all BLOOKET Marks. "BLOOKET Marks" are the trademarks, service marks, logos, or any other trade name, trademarks, service marks and other distinctive or proprietary brand features of BLOOKET. BLOOKET Technology is protected by copyright and other intellectual property laws. You are not allowed to use, store, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, create derivative works from, display, license, sell or otherwise exploit the BLOOKET Technology for any purposes other than as expressly permitted under this Agreement.

You agree that You will not use, and will not permit any End User to use, the Services to: (i) modify, disassemble, decompile, prepare derivative works of, reverse engineer or otherwise attempt to gain access to the source code of the Services; (ii) knowingly or negligently use the Services in a way that abuses, interferes with, or disrupts BLOOKET's networks, Your accounts, or the Services; (iii) engage in activity that is illegal, fraudulent, false, or misleading, (iv) transmit through the Services any material that may infringe the intellectual property or other rights of third parties; (v) build or benchmark a competitive product or service, or copy any features, functions or graphics of the Services; or (vi) use the Services to communicate any message or material that is harassing, libelous, threatening, obscene, indecent, would violate the intellectual property rights of any party or is otherwise unlawful, that would give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense, under any applicable law or regulation; (vii) upload or transmit any software, Content or code that does or is intended to harm, disable, destroy or adversely affect performance of the Services in any way or which does or is intended to harm or extract information or data from other hardware, software or networks of BLOOKET or other users of Services; (viii) engage in any activity or use the Services in any manner that could damage, disable, overburden, impair or otherwise interfere with or disrupt the Services, or any servers or networks connected to the Services or BLOOKET's security systems. (ix) use the Services in violation of any BLOOKET policy or in a manner that violates applicable law, including but not limited to anti-spam, export control, privacy, and anti-terrorism laws and regulations and laws requiring the consent of subjects of audio and video recordings, and You agree that You are solely responsible for compliance with all such laws and regulations.

You may not reproduce, resell, or distribute the Services or any reports or data generated by the Services for any purpose unless You have been specifically permitted to do so under a separate agreement with BLOOKET. You may not offer or enable any third parties to use the Services purchased by You, display on any website or otherwise publish the Services or any Content obtained from a Service (other than Content created by You) or otherwise generate income from the Services or use the Services for the development, production or marketing of a service or product substantially similar to the Services.

You are responsible for the activities of all End Users who access or use the Services through your account and you agree to ensure that any such End User will comply with the terms of this Agreement and any BLOOKET policies. BLOOKET assumes no responsibility or liability for violations. If you become aware of any violation of this Agreement in connection with use of the Services by any person, please contact BLOOKET at contact-us@blooket.com. BLOOKET may investigate any complaints and violations that come to its attention and may take any (or no) action that it believes is appropriate, including, but not limited to issuing warnings, removing the content or terminating accounts and/or User profiles. Under no circumstances will BLOOKET be liable in any way for any data or other content viewed while using the Services, including, but not limited to, any errors or omissions in any such data or content, or any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to any data or content.

For clarity, the foregoing permissions are limited to the Services, and no rights are granted with respect to any servers, computers, or databases associated with the Services.

The above license (j) will terminate when you delete any User Submissions with intellectual property rights ("IP content"), like photos, you or your institution deletes an Education Record, you delete any personal information, or you delete your account, unless your content has been shared with others and they have not deleted it, you have made Question Sets public or your content is part of an Education Record still under the control of your institution (e.g., co-teaching). If you would like to delete your account, please see the Settings on your BLOOKET Dashboard which allows you to delete your account in the Edit Info section.

Blooket will not heed any deletion requests of "teacher accounts" or "teacher content" made by the educational institution, company or organization, as this should be handled by the educational institution, company or organization itself in accordance with its internal regulations or teacher employment agreements.

Additionally, when you delete IP content, Education Records, or personal information, it is deleted in a manner similar to emptying the recycle or trash bin on a computer. However, you understand that any removed User Submission may persist in backup copies for a reasonable period of time. Note that the information contained in Blooket's security backups or copies will not be available or accessible to others.

Ownership of BLOOKET Teacher Accounts

Your account belongs to you, regardless of the email address you used when signing up for the Services. However, please keep in mind that if your educational institution, organization or company disables your email address and you're not able to log in, we won't be able to recover your account.

Additionally, if you utilize the Service through a Plus license acquired by another party for you to use (e.g., bought by your school for teaching purposes), the party paying for such feature has the right to control access to and get reports on your use of such paid feature; however, they do not have rights to your personal account.

Additional Terms by User Types

Students

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

Only students who have been invited by their teacher, school, or district may use the Service unless they are of an age in their country which allows the student to create an account. The age is detailed in our Privacy Policy for many of the countries whose citizens utilize the website. You may not access or use the Service unless you are invited by a teacher, school, or district who is authorized to give you access to the Service.

We request minimal personal information to be provided from students to enable use of the Service: first name, last name, username, email and password. If you are a student, please do not provide any personal information about yourself to us, other than what we request from you when you sign up for the Service.

Without prejudice to the aforementioned, when using the Game Code created by Blooket and initiated by an Account Holder, students can access and use the BLOOKET service without the need to create an account. In this modality, students may have to provide a username and only responses will be collected and processed by the service.

In the United States, The Children's Online Privacy Protection Act ("COPPA") prohibits online service providers from knowingly collecting personally identifiable information from children under 13 years of age without verifiable parental consent or notice as applicable ("Consent"). BLOOKET only collects, uses, shares, and retains personal student information for purposes for which we were authorized by the educational institution/agency and teacher.

Teachers

If you are a teacher, aide, trainer or other similar personnel accessing the Service on behalf of an educational institution, company or organization (the "Institution"), the following terms apply to you:

You understand and acknowledge that COPPA prohibits online service providers from knowingly collecting personally identifiable information from children under 13 years of age without Consent, and you understand that we only collect, use, share and retain student personal information for purposes for which we were authorized by the educational institution/agency or teacher.

You acknowledge and agree that you have School Consent to allow children under 13 to use the Service and that you and/or the Institution will be solely responsible (and hereby agree that BLOOKET is not responsible) for compliance with COPPA or any other applicable laws. This includes limiting access to the Service to those student users from whom School Personnel has received valid Consent forms and complying with all parental requests regarding the collection, use and disclosure of such child's information. School Personnel or the educational institution are responsible for providing parental consent forms to the parents of potential student users, for confirming receipt of valid consent forms for each child before granting the student access to the Service, and for retaining such consent forms on file. If a user's parent does not consent or rescind such School Consent, School Personnel or the educational institution shall immediately notify BLOOKET to discontinue that student's access to the Service and ensure that such student's information is no longer accessible through the Services.

You agree that you are acting on behalf of (or have permission from) your Institution to enter into this Agreement and to use the Service as part of your curriculum.

You agree that you are responsible for maintaining and monitoring the accuracy of the list of students for each of your classes. By way of example, you will only retain students in your classroom as long as it is reasonably needed for their educational development, which shall not exceed more than one school year.

You acknowledge and agree that, in order to guarantee the privacy and security of your students' data and provide them with the best possible experience through the BLOOKET website, only personnel who are current employees of the institution may use the service on the institution's behalf. Upon termination of a teacher, aide, trainer, or other staff member's employment with the institution, such individual must return and cease using all login details and student access he or she has in his or her possession. Blooket shall not be responsible for the misuse of the service by institution personnel and shall not be held accountable for teachers, aides, trainers, or other staff members of the institution not returning student education records, and/or not returning and ceasing to use all login details and student access they have in their possession, upon termination of their employment agreement with the institution.

Co-Teaching

Any disputes arising between the teachers participating in the co-teaching class shall be resolved either among themselves, or with the intervention of the educational institution, company or organization. Blooket will not intervene in such conflicts and shall not be held liable for any misconduct of the teachers participating in the co-teaching class.

When setting up a co-teaching class within the service, you and the other participating co-teacher(s) agree to be equally and exclusively responsible and accountable for the class and its management.

FERPA and Student Data

Certain information that may be provided to BLOOKET by School Personnel that is directly related to a student and maintained by an educational institution, may be considered an education record ("Education Record") under the Family Educational Rights and Privacy Act ("FERPA"). Additionally, certain information, provided to BLOOKET by School Personnel about a student, such as student name and grade level, may be considered directory information under FERPA ("Directory Information") and thus not an Education Record. A school may not generally disclose personally identifiable information from an eligible student's education records to a third party without written consent of the parent and/or eligible student or without meeting one of the exemptions set forth in FERPA ("FERPA Exemption(s)"), including the exemption for Directory Information ("Directory Information Exemption") or disclosure to school officials with a legitimate educational interest ("School Official Exemption").

As School Personnel or the Institution providing Directory Information or any Education Record to BLOOKET, you acknowledge, affirm and pledge to BLOOKET, as applicable, that your Institution has:

1. Complied with the Directory Information Exemption, including, without limitation, informing parents and eligible students what information the Institution deems to be directory information and allow parents and eligible students a reasonable amount of time to request that schools do not disclose directory information about them; and/or,
2. Complied with the School Official Exemption, including, without limitation, informing parents in their annual notification of FERPA rights that the Institution defines "school official" to include service providers and defines "legitimate educational interest" to include services such as the type provided by BLOOKET; or,
3. Obtained all necessary parental or eligible student written consent to share the Directory Information and Education Records with the BLOOKET, in each case, solely to enable the BLOOKET's operation of the Service.

BLOOKET will never share Education Records with third parties except (i) as directed by an BLOOKET user (i.e., teacher sharing with another teacher or parent); or (ii) to our service providers that are necessary for us to provide the Service, as stated in our Privacy Policy. Education Records are never used or disclosed for third-party advertising or any kind of first- or third-party behaviorally-targeted advertising to students or parents. Additionally, information collected directly from a student using BLOOKET is never used or disclosed for third-party advertising, or any kind of first- or third-party behaviorally-targeted advertising, and personal information collected from a student is never sold or rented to anyone. This section shall not be construed (i) to prohibit BLOOKET from marketing or advertising directly to parents so long as the marketing or advertising did not result from the use of Education Records to provide behaviorally-targeted advertising or (ii) to limit the ability of BLOOKET to use student information or Education Records for adaptive learning or customized student learning purposes.

BLOOKET may use Education Records that have been de-identified for product development, research or other purposes ("De-Identified Data"). De-Identified Data will have all direct and indirect personal identifiers removed. BLOOKET agrees not to attempt to re-identify the De-Identified Data and not to transfer the De-Identified Data to a third party unless that party agrees not to attempt re-identification.

GDPR and Minors

The EU General Data Protection Regulation (GDPR) and UK GDPR determines that the processing of personal data of a child residing in the European Union and United Kingdom shall be lawful where the child is at least sixteen (16) years old, unless Member States have provided, by law, a lower age that is not below thirteen (13) years.

As a teacher, you acknowledge, affirm and pledge to BLOOKET that you or your Institution has obtained all necessary parental or eligible student written consent to share the personal data of your students with BLOOKET, in each case, solely to enable BLOOKET's operation of the Service.

If you have any issues with BLOOKET's principles set out in these terms, we will respond to your complaints within thirty (30) days.

If your complaint cannot be resolved through our internal processes, we will direct you to the state or national data protection authority in the jurisdiction where you reside.

If you are in the European Union, you may address privacy-related inquiries to our EU representative pursuant to Article 27 GDPR:

EU: EU-REP.Global GmbH, Attn: Blooket LLC, Hopfenstr. 1d, 24114 Kiel, Germany: blooket@eu-rep.global

If you are in the United Kingdom, you may address privacy-related inquiries to our UK representative pursuant to Article 27 GDPR:

UK: DP Data Protection Services UK Ltd., Attn: Blooket LLC, 16 Great Queen Street, Covent Garden, London, WC2B 5AH, United Kingdom: blooket@eu-rep.global

Billing, Payment and BLOOKET Subscription Plans

ALL CHARGES INCURRED IN CONNECTION WITH THE SERVICES AND ALL FUNDS FOR BLOOKET SUBSCRIPTIONS ARE PAYABLE IN ADVANCE AND ARE NOT REFUNDABLE IN WHOLE OR IN PART, REGARDLESS OF THE PAYMENT METHOD, EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS OR AS REQUIRED BY APPLICABLE LAW. AT BLOOKET'S SOLE DISCRETION, BLOOKET MAY REFUND THE PORTION OF A YEARLY SUBSCRIPTION TO AN INDIVIDUAL IF THEIR EDUCATIONAL INSTITUTION PURCHASES A PLAN FOR THEIR USE. THE AMOUNT OF THE REFUND SHALL BE CALCULATED BY MULTIPLYING THE AMOUNT OF MONTHS THE TEACHERS USED THE PLAN BY THE MONTHLY FEE FOR USE CALCULATED AT THE MONTHLY AND NOT YEARLY RATE. THAT AMOUNT SHALL BE DEDUCTED FROM THE YEARLY FEE PAID BY THE TEACHER.

BLOOKET Subscription plans

BLOOKET offers both free and paid subscription plans for services offered as Blooket Plus accounts. Blooket Plus Subscription Plans also include Group Plans. Those plans are available in accordance with the following:

BLOOKET Services that may be accessed subject to payment are currently referred to as "Blooket Plus Subscriptions". You agree to abide by the terms and restrictions applicable to the Service Plan that you have signed up for.

We reserve the right to change or withdraw features, specifications, services and content of a Service Plan at any time, without notice to you. Please note that the content and features of a Service Plan may vary based on when you signed up and whether you have signed up through our website. We reserve the right to terminate your account for any reason acceptable to BLOOKET.

We will not store or collect your payment card details. That information is provided directly to our third-party payment processors whose use of your personal information is governed by their Privacy Policy. These payment processors adhere to the standards set by PCI-DSS as managed by the PCI Security Standards Council, which is a joint effort of brands like Visa, MasterCard, American Express and Discover. PCI-DSS requirements help ensure the secure handling of payment information.

The payment processors we work with are:

- Stripe

Their Privacy Policy can be viewed at <https://stripe.com/us/privacy>.

BLOOKET Starter

BLOOKET Starter Services is provided to you free-of-charge, for as long as you use the Services for non-commercial purposes only, in accordance with the limitations of use set out in these Terms. The Service Plan that does not require payment is currently referred to as the "BLOOKET Starter". YOU MAY NOT USE BLOOKET STARTER FOR COMMERCIAL PURPOSES. HENCE, IF YOU INTEND TO USE BLOOKET SERVICES FOR PROFESSIONAL PURPOSES, INCLUDING BUT

NOT LIMITED TO IN CONJUNCTION WITH OR AS PART OF A PAID SERVICE OR PRODUCT, FOR THE PURPOSE OF MARKETING YOUR OWN OR SOMEONE ELSE'S PRODUCTS OR SERVICES OR OTHERWISE IN CONJUNCTION WITH A COMMERCIAL EVENT SUCH AS A CONCERT, GAME SHOW OR BROADCASTED EVENT, YOU MUST SIGN UP FOR A PAID SUBSCRIPTION OR ENTER INTO A SEPARATE AGREEMENT WITH BLOOKET.

Paid Subscriptions

BLOOKET PLUS is a paid version of our services. BLOOKET may offer additional subscription offers which are subject to these same terms and conditions. BLOOKET offers various Service Plans for use of the BLOOKET Services at home, in schools, businesses and non-profit organizations. Some Service Plans require payment before you can access them and certain areas of use are only permitted if you have signed up for a Paid Subscription or entered into a separate agreement with BLOOKET. If you have signed up for Paid Subscriptions, you may get access to features that are not available through BLOOKET Starter and you may use the Services for commercial purposes, only if and to the extent such commercial use is permitted under the selected Service Plan.

Pre-paid offers

If you have received a code or other offer provided or sold by or on behalf of BLOOKET for access to a Paid Subscription ("Code"), separate terms and conditions presented to you along with the Code may also apply to your access to the Service and you agree to comply with any such terms and conditions.

Trials

We may, at our own sole discretion, offer trials of Paid Subscriptions for a specified period without payment or at a discounted rate (a "Trial"). We reserve the right to revoke the Trial and put your account on hold in the event that we determine that you are not eligible.

For some Trials, we'll require you to provide your payment details to start the Trial. We will charge you on a recurring basis for the selected subscription fee at the end of the Trial using the payment details you have provided us, unless you cancel your subscription prior to the end of the Trial.

You have provided your payment details in conjunction with the Trial and you accept that we charge you using such payment details. If you do not want this charge, you must cancel your Paid Subscriptions through your BLOOKET account's settings or terminate your BLOOKET account before the end of the Trial. If you do not want to continue to be charged on a recurring monthly or annual basis (as the case may be, depending on your Service Plan), you must cancel the applicable paid subscription through your BLOOKET account's subscription page or terminate your BLOOKET account before the end of the recurring monthly period. Paid Subscriptions cannot be terminated before the end of the period for which you have already paid, and except as expressly provided in these terms, BLOOKET will not refund any fees that you have already paid.

Payments, cancellations, upgrades

Payments and cancellations

If you have signed up for BLOOKET Starter or if you cancel your Paid Subscription during a Trial Subscription period, BLOOKET will never charge you any fees for your use of the BLOOKET Service.

If you have signed up for a Paid Subscription for a monthly subscription fee, you will be charged for one month's subscription fee. The Paid Subscription and the payment to BLOOKET will automatically renew at the end of the monthly subscription period, unless you cancel your Paid Subscription through your subscription page before the end of the current monthly subscription period. The monthly subscription period commences on the day of the month that you purchase the subscription and renews on the same day of the month the following month.

If you have signed up for a Paid Subscription which gives you access to the BLOOKET Service for a specific time period ("Pre-Paid Period"), you will be charged for the Pre-Paid Period in advance upon expiration of any Trial. The Paid Subscription and the payment to BLOOKET will automatically renew at the end of the Pre-paid Period unless you cancel your Paid Subscription through your subscription page before the end of the Pre-paid Period.

If you cancel your Paid Subscription, the cancellation will take effect on the day after the last day of the current subscription period, after which you will be downgraded to BLOOKET Starter. We will not refund any subscription fees already paid to us.

BLOOKET may change the price for the Paid Subscriptions from time to time, and will communicate any price changes to you in advance and, if applicable, how to accept those changes. Price changes for Paid Subscriptions will take effect at the start of the next subscription period following the date of the price change. As permitted by local law, you accept the new price by continuing to use the BLOOKET Service after the price change takes effect. If you do not agree with the price changes, you have the right to reject the change by unsubscribing from the Paid Subscription prior to the price change going into effect, in which case you will be downgraded to BLOOKET Starter.

We do not provide any refunds if the price for a Paid Subscription drops, or if we offer subsequent promotional pricing or change the content or features of a Service Plan. Paid Subscriptions purchased through other platforms are subject to the refund policies of those platforms. BLOOKET cannot be held responsible for these platforms' policies.

Upgrades and Downgrades

You may at any time upgrade or downgrade your Paid Subscription to a different Service Plan:

Paid Subscriptions – Monthly:

- If you have downgraded your monthly Paid Subscription to a lower Service Plan, such downgrade will take effect on the day after the last day of the current subscription period.
- If you have upgraded your monthly Paid Subscription to a higher Service Plan, such upgrade will take effect immediately subject to payment of the upgrade fee.

Paid Subscriptions - Pre-paid Period:

- If you have downgraded your Paid Subscription to a lower Service Plan during the Pre-paid Period, such downgrade will take effect on the date of renewal (i.e. the day after the last day of the Pre-paid Period).
- If you have upgraded your Paid Subscription to a higher Service Plan during the Pre-paid Period, such upgrade will take effect immediately subject to payment of the upgrade fee and you will automatically enter into a new Pre-paid Period with the same duration as the preceding Pre-paid Period.

Taxes

Prices listed may not include sales or value added tax and applicable tax may be calculated and added at the time you complete a transaction and, depending on where you have purchased your Paid Subscription, such tax may not be visible to you until you receive a receipt for your purchase. In certain jurisdictions, local laws require that prices include all applicable taxes, in which case this will be indicated at the time of the transaction. In the event that you are claiming an exemption from sales tax, you must supply BLOOKET with exemption certificates in order to benefit from any exemption. Failure to supply an exemption certificate will result in the possibility of the charge for sales or value added taxes.

Prohibited Uses

You may use the Services only for lawful purposes and in accordance with these Terms of Service. You agree not to access or use the Services for any purpose that is illegal or beyond the scope of the Services' intended use (in BLOOKET's sole judgment).

You agree that you will not, in whole or in part or under any circumstances, do the following:

- I. Derivative Works: Copy or reproduce, translate, reverse engineer, derive source code from, modify, disassemble, decompile, or create derivative works based on or related to the Platform.
- II. Cheating: Create, use, offer, promote, advertise, make available and/or distribute the following or assist therein:
 1. cheats; i.e. methods not expressly authorized by Blooket (whether accomplished using hardware, software, a combination thereof, or otherwise), influencing and/or facilitating gameplay, including exploits of any in-game bugs, and thereby granting you and/or any other user an advantage over other players not using such methods;
 2. bots; i.e. any code and/or software, not expressly authorized by Blooket, that allows the automated control of a Game, or any other feature of the Platform, e.g. the automated control of a character in a Game;
 3. hacks; i.e. accessing or modifying the software of the Platform in any manner not expressly authorized by Blooket;
 4. and/or any code and/or software, not expressly authorized by Blooket, that can be used in connection with the Platform and/or any component or feature thereof which changes and/or facilitates the gameplay or other functionality;

User Contributions

The Services contain various forums, networks, and other interactive features that allow you to post, submit, publish, display, or transmit to BLOOKET and other users ("Post") content or materials ("User Contributions") on or through the Services.

All User Contributions must comply with the following content standards: User Contributions must not be illegal, fraudulent, deceptive, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable, and must not consist of or contain software viruses, commercial solicitation, chain letters, mass mailings, or any form of "spam."

Any User Contribution that you Post will be considered non-confidential and non-proprietary, and you grant BLOOKET a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, copy, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such User Contribution throughout the world in any media; however, BLOOKET will only share personal information that you provide in accordance with BLOOKET's Privacy Policy.

BLOOKET allows users to create or import Question Sets. If the user selects the public option, BLOOKET will obtain a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, copy, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such Question Sets.

You represent and warrant that you own or otherwise control all of the rights to the User Contributions that you Post at the time of Posting; that the User Contributions are accurate and not fraudulent or deceptive; and that the User Contributions do not violate these Terms or the rights (intellectual property rights or otherwise) of any third party, and will not cause injury to any person or entity. You understand that your User Contributions may be copied by other Services users and discussed on and outside of the Services, and if you do not have the right to submit User Contributions for such use, it may subject you to liability. BLOOKET takes no responsibility and assumes no liability for any content posted by you or any third party.

BLOOKET has the right but not the obligation to monitor and edit or remove any User Contributions. BLOOKET also has the right to terminate your access to all or part of the Services for any or no reason, including without limitation, any violation of these Terms. BLOOKET may exercise these rights at any time, without notice or liability to you or any third party.

Linking

You may link to publicly available portions of the Services if you do so in a way that is fair and does not damage or take advantage of our reputation, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part. The Services must not be framed on any other website or service. We reserve the right to withdraw linking permission without notice.

If the Services contain links to other sites and resources provided by third parties, these links are provided for your convenience only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

Disclaimers and Limitation of Liability

Nothing in these Terms will prejudice the statutory rights that you may have as a consumer of the Services. Some countries, states, provinces or other jurisdictions do not allow the exclusion of certain warranties or the limitation of liability as stated in this section, so the below terms may not fully apply to you. Instead, in such jurisdictions, the exclusions and limitations below shall apply only to the extent permitted by the laws of such jurisdictions.

The Services and all information, content, materials, products (including software), and other services included on or otherwise made available to you through the Services are provided by BLOOKET on an "as is" and "as available" basis. BLOOKET makes no representations or warranties of any kind, express or implied, as to the operation of the Services, or the information, content, materials, products (including software), or other services included on or otherwise made available to you through the Services. You expressly agree that your use of the Services is at your sole risk. To the full extent permissible by law, BLOOKET disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. BLOOKET does not warrant that the Services, information, content, materials, products (including software) or other services included on or otherwise made available to you

through the Services, BLOOKET's servers, or electronic communications sent from BLOOKET are free of viruses or other harmful components.

To the full extent permissible by law, BLOOKET will not be liable for any loss of profits or any indirect, incidental, punitive, special or consequential damages arising out of or in connection with these Terms. Further, to the full extent permissible by law, BLOOKET's aggregate liability arising out of or in connection with these Terms will not exceed the total amounts you have paid (if any) to BLOOKET under this Agreement during the twelve (12) months immediately preceding the events giving rise to such liability. These limitations and exclusions regarding damages apply even if any remedy fails to provide adequate compensation.

Indemnification

This section only applies to the extent permitted by applicable law. If you are prohibited by law from entering into the indemnification obligation below, then you assume, to the extent permitted by law, all liability for all claims, demands, actions, losses, liabilities, and expenses (including attorneys' fees, costs and expert witnesses' fees) that are the stated subject matter of the indemnification obligation below.

You agree to defend, indemnify, and hold harmless BLOOKET, its affiliates, and licensors, and their respective officers, directors, employees, contractors, agents, licensors, and suppliers from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) resulting from your User Contributions or violation of these Terms.

Governing Law and Jurisdiction

Any dispute or claim by you arising out of or related to these Terms shall be governed by Delaware law, exclusive of its choice of law rules. You and BLOOKET agree to submit to the exclusive jurisdiction of the Superior Court of Delaware, in and for New Castle County, Delaware, or, if federal court jurisdiction exists, the United States District Court for the District of Delaware. You and BLOOKET agree to waive any jurisdictional, venue, or inconvenient forum objections to such courts (without affecting either party's rights to remove a case to federal court if permissible), as well as any right to a jury trial. The Convention on Contracts for the International Sale of Goods will not apply. Any law or regulation which provides that the language of a contract shall be construed against the drafter will not apply to these Terms. This paragraph will be interpreted as broadly as applicable law permits.

No Class Actions

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

Most issues can be resolved quickly and amicably by contacting BLOOKET customer support at contact-us@blooket.com. But we understand that sometimes disputes can't be easily resolved by customer support. This Section explains how you and BLOOKET agree to resolve those disputes.

Disputes related to these Terms:

If you have an issue related to these Terms, BLOOKET's dispute-resolution terms below apply.

1. Informal Resolution

If you have an issue that our customer support can't resolve, prior to starting arbitration you and BLOOKET agree to attempt to resolve the dispute informally to help get us to a resolution and control costs for both parties. You and BLOOKET agree to make a good-faith effort to negotiate any dispute between us for at least 30 days ("Informal Resolution"). Those informal negotiations will start on the day you or BLOOKET receive a written Notice of a Dispute in accordance with these Terms.

You will send your Notice of Dispute to The Law Office of Gregory D. Stewart, P.A., Attn: Gregory D. Stewart, Esq., 409 South Ridge Avenue, Middletown, DE 19709. Include your name, any relevant account name you use, address, how to contact you, what the problem is, and what you want BLOOKET to do. If BLOOKET has a dispute with you, BLOOKET will send our Notice of Dispute to your registered email address and any billing address you have provided us.

If you reside in the European Union ("EU"), you may also be entitled to submit your complaint to the European Commission's [Online Dispute Resolution \(ODR\) Platform](#). ODR allows EU consumers to resolve disputes related to the online purchases of goods and services without going to court.

If the dispute isn't resolved within by Informal Resolution or small-claims court (below), you or BLOOKET may start an arbitration in accordance with these Terms.

2. Class Action Waiver

To the maximum extent permitted by applicable law, you and BLOOKET agree to only bring Disputes in an individual capacity and shall not: seek to bring, join, or participate in any class or representative action, collective or class-wide arbitration, or any other action where another individual or entity acts in a representative capacity (e.g., private attorney general actions); or consolidate or combine individual proceedings or permit an arbitrator to do so without the express consent of all parties to these Terms and all other actions or arbitrations.

3. Severability

If all or any provision of these Terms of Service is found invalid, unenforceable, or illegal, then you and BLOOKET agree that the provision will be severed and the rest of these Terms shall remain in effect and be construed as if any severed provision had not been included. The sole exception is that if the Class Action Waiver is found invalid, unenforceable, or illegal, you and BLOOKET agree that it will not be severable; any dispute will be resolved in court subject to the venue and choice of clauses specified in these Terms.

Language

To the fullest extent permitted by law, the controlling language for these Terms is English. It is the express wish of the parties that these Terms and all related documents have been drawn up in English. Les parties déclarent qu'elles ont demandé et par les présentes confirment leur désir exprimé que cette convention soit rédigée en anglais. Any translation has been provided for your convenience.

Waiver and Severability

No waiver of these Terms by BLOOKET shall be deemed a further or continuing waiver of such term or condition or any other term or condition, and any failure of BLOOKET to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

If any provision of these Terms is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of these Terms will continue in full force and effect.

If the class action waiver is found to be illegal or unenforceable as to all or some parts of a dispute, then those parts will not be arbitrated but will be resolved in court, with the balance resolved through arbitration.

Notice and Procedure for Making Claims of Copyright Infringement

In accordance with the Digital Millennium Copyright Act ("DMCA") and other applicable law, BLOOKET has adopted a policy of terminating, in appropriate circumstances as determined by BLOOKET, users or account holders who are deemed to be repeat infringers of the copyrights of others. BLOOKET may also at its sole discretion limit access to the Services and/or update, transfer, suspend, or terminate the accounts of any users who infringe the intellectual property rights of others, whether or not there is any repeat infringement.

If you believe that your work has been used on the Website or in any other Services in a way that constitutes copyright infringement, please submit a Notice of Alleged Infringement ("DMCA Notice") to our Designated Copyright Agent as follows:

Law Office of Gregory D. Stewart, P.A.
Attn: Gregory D. Stewart, Esq.
409 South Ridge Avenue
Middletown, DE 19709
Email: gstewart@gregstewartlaw.com

Please include all of the following in your DMCA Notice:

- Identify the copyrighted work that you claim has been infringed. If your DMCA Notice covers multiple works, you may provide a representative list of such works.
- Identify the material that you claim is infringing, including a description of where the material is located. Your description must be reasonably sufficient to enable us to locate the material. Where possible, please include the URL of the webpage where the material is located.
- Provide your full legal name, mailing address, telephone number, and (if available) e-mail address.
- Include the following statement in the body of the DMCA Notice:
 - I have a good-faith belief that the use of the material is not authorized by the copyright owner, its agent, or the law. I represent that the information in this DMCA Notice is accurate and, under penalty of perjury, that I am the owner of the copyright or authorized to act on the copyright owner's behalf.
- Provide your electronic or physical signature.
- Please note that under 17 U.S.C. 512(f), if you knowingly misrepresent that material or activity is infringing, you may be liable for damages, including costs and attorneys' fees, incurred by us or our users. If you are unsure whether the material or activity you are reporting is infringing, you may wish to contact an attorney before filing a notification with us.

General Questions

For general questions, contact us at contact-us@blooket.com.