

## **BARK FOR SCHOOLS TERMS OF SERVICE**

Effective date: March 14, 2026

These Terms of Service (“Terms”) govern your use of the Bark for Schools services described herein (the “Service”) made available by Bark Technologies, Inc. (“Bark”, “our” or “we”). By accepting these Terms, either by clicking a box indicating your acceptance or by executing (electronically or otherwise) these Terms or a Bark quote or other ordering page or document (an “Order Form”) that references these Terms, you agree to be bound by these Terms. If you are entering into these Terms on behalf of a school, school district, treatment center, or other educational entity, you represent that you have the authority to bind such entity and its affiliates to these Terms, in which case “you” or “your” shall refer to such entity and its affiliates.

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

1. **Introduction.** The Service is a tool operated by Bark which provides you with alerts, which, in some cases may be in the form of email and/or text alerts (collectively, “Alerts”), when/if potential online dangers (such as cyberbullying) or potential signs of trouble (such as threats, drug abuse, explicit content, depression or similar matters) are identified in the email or designated Google or Microsoft apps involving your registered students that you designate for use with the Service (each, a “Covered Account”) using Google Apps or other applications provided through your Google Workspace services and/or Microsoft Office 365 or other applications provided through your Microsoft service (each service referred to herein individually and collectively as your “Platform”). The Service includes automated review by our proprietary technologies of communications involving the Covered Accounts. The Service currently supports English language interactions only. If your purchase of the Services on your Order Form includes the upgraded features currently known as “Bark for Schools Plus”, then the term “Service” as used herein will also include the paid Bark for Schools Plus Services. Additional terms applicable to the Bark for Schools Plus Services are set forth in Section 7 below..

2. **Subscription and Cancellation Policy.** The Service is offered on a subscription basis, for the subscription term set forth on the applicable Order Form (the “Subscription Term”). With respect to your subscription of any free Service (for the avoidance of doubt, this excludes the Bark for Schools Plus subscriptions), either party may cancel the subscription at any time by providing at least thirty (30) days’ prior written notice to the other party, other than in the event of a material breach of this Agreement by you, in which case Bark may immediately cancel your subscription without notice. Upon cancellation, the Service will terminate and Bark will cease any further review of the Covered Account(s). The rights and obligations of the parties that by their nature should survive cancellation or termination shall so survive, including without limitation provisions relating to confidentiality, intellectual property ownership, disclaimers, indemnification, limitations of liability, and any other provisions that expressly or implicitly survive termination. Bark for Schools Plus subscriptions are subject to the cancellation and termination rights set forth in Section 7 below.

3. **Registration.**

(a) **General; Administrators; Users.** Registration requires you to provide Bark with your name, address, telephone number and email address, and to set up your account as an account administrator (“Administrator”) using SSO sign-in via your Google Workspace or Microsoft 365 account. You may authorize and set up additional account Administrators and users such as teachers, principals and other representatives participating within your school system who will have access to the Service and will receive Alerts provided by the Service as selected by you (each a “User”), provided that all Administrators and Users must be your employees or authorized contractors. Your Administrators must be 18 years of age or older in order to subscribe to the Service. You represent and warrant that all information you provide regarding your account, your Administrators and your Users is accurate and up to date and will

be kept up to date.

(b) Security/Passwords. You and your Administrators and Users are responsible for maintaining the confidentiality of your access to the Service. We have no control over use of user names and passwords and cannot tell whether an unauthorized person is accessing the Service under user names and passwords belonging to your Administrators or Users. You and your Administrators will be responsible for immediately terminating access to the Service for your Administrators and Users who are no longer employed by You or who you no longer wish to have access to the Service. You and your Administrators and Users are solely responsible for any use of the user names and passwords associated with your account by you or any third party. We have no responsibility or liability for any such use. You agree to immediately notify us of any unauthorized use of your account, user name or passwords or any other breach of security that is known or suspected by you.

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

(d) Covered Accounts. Upon registration, you must identify all Covered Accounts to be monitored by the Service. You must also provide the applications within your Platform to be monitored and the user name and password or other means of authentication of the student for each Covered Account to be connected to the Service. The Covered Account user's log-in information is not stored by Bark but is used to establish our access to the online interactions in the Covered Account. For each Covered Account, you represent and warrant that: (i) you have the legal authority to access, monitor, review and store online interactions and other communications to and from such Covered Account and to grant Bark all necessary rights to provide the Services in accordance with these Terms and our Privacy Policy, and (ii) you expressly authorize Bark to access, monitor, review, and store all online interactions and other communications to and from the Covered Account. Without limiting the foregoing, you represent and warrant to Bark that you have obtained all legally required consents from, and have provided all legally required notices to, the parent/guardian or Authorized Supervisor (if applicable) of each student holding a Covered Account, as necessary to authorize Bark to provide the Services in accordance with these Terms and our Privacy Policy. For purposes of these Terms, the "Authorized Supervisor" means the party designated by you (or your Administrators) to receive Alerts regarding an Unaccompanied Student User's Covered Account(s), where "Unaccompanied Student User" means an enrolled student who is not accompanied by a parent or guardian (which may include, without limitation, a student that does not have a parent or guardian, the parent or guardian of the student is not reachable or readily available, or the parent or guardian is living abroad). Administrators on your account may add or remove Covered Accounts through your Google Apps or Microsoft dashboard, as applicable.

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

#### **4. Collection, Analysis, and Disclosure of Student's Information**

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

(b) Analysis. To provide the core features of the Services, we use automated technologies, including machine-learning and artificial-intelligence tools, to analyze the communications to and from each Covered Account. This analysis may include scanning text and other content (such as messages, documents, or web activity) associated with the Covered Accounts for certain keywords or patterns. Automated content analysis is performed solely for

the purpose of delivering and improving the functionality of the Service, including identifying content or activity to generate the Alerts and support the features provided as part of the Service. In some cases, the Alerts may be reviewed by Bark's authorized personnel. In either case, the analysis is only used for the purpose of providing the Service and is not used to create profiles for advertising or marketing purposes and is not used for targeted advertising.

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

(d) **Child Privacy.** Questions about Bark's policies or use of information from children under the age of 13 can be directed to Bark Technologies Inc., 10612 Providence Rd., Suite D PMB 705, Charlotte, NC 28277 or at [legal@bark.us](mailto:legal@bark.us). You may terminate Bark's access, monitoring, collection and/or review of any Covered Account by cancelling your subscription or by removing Bark from your Google Apps or Microsoft dashboard, as applicable. The Site and Services do not offer any in application purchases to children under the age of 13.

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

## 5. **Additional Disclosures.**

(a) **Health, Welfare, and Safety Reporting.** We provide Alerts to you regarding online activities with respect to Covered Accounts. If you suspect or determine a threat to the health, welfare, or safety of any individual or entity, you should contact law enforcement or other governmental agencies to make a report. If we identify information that in our sole discretion indicates health, welfare, or safety concerns for an individual or entity, we have the right, but not the obligation, to make reports to law enforcement or other appropriate governmental agencies, and you consent to our authority to do so. The foregoing consent is a condition to your use of the Services. Please note that the Services do not search for, monitor, or report online activity concerning reproductive health.

(b) **Contact with Parents/Guardians/Authorized Supervisors.** If you provide us with the contact information for the parent, guardian or Authorized Supervisor (as applicable) of a Covered Account, we will provide those parents/guardians/Authorized Supervisors of children with such Covered Account(s) with (i) a welcome message upon commencement of Services, (ii) a weekly message concerning their child's Covered Account activity, and (iii) if directed by you, notification of any reports described in Section 5.a. above.

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

## 7. **Bark for Schools Plus.**

(a) **Add-on Service.** Bark for Schools Plus is a paid add-on service to Bark for Schools, in which Bark will review all Alerts produced by the Service with respect to your Covered Accounts and if Bark deems, in its sole discretion, that an Alert presents a severe and imminent risk of significant physical harm to a student, school staff or any other person (a "Severe Alert"), Bark will attempt to contact your Emergency Contact(s) (as defined below) as soon as reasonably practicable after Bark's detection of the Severe Alert. Bark will contact your

Emergency Contact(s) by email, phone call, and/or text message, depending upon the contact information provided for such Emergency Contact(s) and the applicable selection made by you in the Customer Portal (defined below). Additional details with respect to Bark for Schools Plus are available at <https://www.bark.us/schools/emergency-school-alerts>, as may be updated by Bark from time to time, which is informational only and not intended to be part of these Terms.

(b) Fees. With respect to the Bark for Schools Plus Services, you agree to pay Bark the fees listed on the applicable Order Form. Unless otherwise set forth on the applicable Order Form, all fees are due annually in advance, payable within thirty (30) days after your receipt of Bark's invoice.

(c) Subscription Term. Unless otherwise set forth on the applicable Order Form, all subscriptions automatically renew at the end of each Subscription Term for the next succeeding 12 months, unless you provide Bark with notice of non-renewal at least thirty (30) days prior to the end of your then-current Subscription Term, in which case the Subscription Term will terminate as of the last day of the then-current Subscription Term.

(d) Cancellation and Termination Rights.

- i. Cancellation of Bark for Schools Plus Subscription. You may cancel your Bark for Schools Plus subscription at any time upon at least thirty (30) days prior written notice to Bark, in which case the Bark for Schools Plus subscription will terminate as of the effective date of cancellation. For the avoidance of doubt, such cancellation will apply only to the Bark for Schools Plus subscription and not to any other Services unless you expressly request cancellation of such other Services in your cancellation notice.
- ii. Termination For Uncured Breach. Either party may terminate your Bark for Schools Plus subscription upon notice to the other party in the event of a material breach of these Terms that is not cured within ten (10) days after the date of such notice, or immediately upon notice if such breach is not reasonably capable of being cured.
- iii. Effect of Cancellation/Termination. Upon any cancellation or termination of the Bark for Schools Plus subscription except for termination by you for Bark's uncured material breach, all fees paid or payable are non-refundable, and you will remain responsible for payment of all fees that would have become due for the remainder of the then-current Subscription Term had it not been terminated early. In the event of termination by you due to Bark's uncured material breach, you will be entitled to a pro-rata refund of any prepaid fees covering the period after the effective date of such termination.

(e) Emergency Contacts. Prior to commencement of the Subscription Term, you must log onto your Bark for Schools user account (via "My Account" on [www.bark.us](http://www.bark.us), referred to herein as the "Customer Portal") and add and/or select those of its Administrators and/or Users who are designated to receive Severe Alerts (each, an "Emergency Contact" and collectively, the "Emergency Contacts"). You are solely responsible for inputting your Emergency Contacts into the Customer Portal and you are required to maintain updated email, phone number and/or text message contact information for each of your Emergency Contacts. In the event you fail to designate any Emergency Contacts on the Customer Portal, the Emergency Contacts will be those listed on the Order Form, if any. You bear all risks and liability associated with providing Bark with inoperable or incorrect contact information, or failure to properly designate your Emergency Contacts, and Bark will have no liability for any failure to notify Emergency Contacts in the event of inoperable or incorrect contact information or failure to designate Emergency Contact(s).

(f) No Warranties. You hereby acknowledge and agree that any and all information regarding a Severe Alert is delivered to your Emergency Contacts "as is" and without any warranty of any kind. All Severe Alerts are provided to Emergency Contacts for use at your own discretion and risk, and you are solely responsible for reviewing all Severe Alerts and determining the course of action with respect thereto, if any. Notwithstanding the foregoing, Bark retains the right, but not the obligation, to make reports to law enforcement or other appropriate

governmental agencies with respect to any Severe Alerts, and you hereby consent to Bark's right and authority to do so. Bark will have no liability with respect to any Severe Alerts or any acts or omissions by you or your representatives in conjunction therewith.

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

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

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

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

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

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

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

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

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

10. **Proprietary Rights.**

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

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

(c) The information on the Service, including, without limitation, all text, graphics,

interfaces, and the selection and arrangements is protected by law including copyright law.

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

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

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

11. **Limitations of Liability.** IN NO EVENT SHALL BARK, ITS AFFILIATES, SERVICE PARTNERS OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS, OR CONTENT OR SERVICE PROVIDERS BE LIABLE FOR (a) ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM OR DIRECTLY OR INDIRECTLY RELATED TO THE USE OF, OR THE INABILITY TO USE, THE SERVICE, OR ANY OF THE CONTENT, MATERIALS OR FUNCTIONS RELATED THERETO, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, OR ANTICIPATED PROFITS, OR LOST BUSINESS, DATA OR SALES, OR COST OF SUBSTITUTE SERVICES, EVEN IF BARK OR ITS REPRESENTATIVE OR SUCH INDIVIDUAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (b) AGGREGATE DAMAGES, LOSSES, CLAIMS AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) ARISING FROM YOUR USE OF THE SERVICE EXCEEDING THE AMOUNT OF THE SUBSCRIPTION FEES PAID BY YOU TO BARK IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. FOR PURPOSES OF THIS AGREEMENT, THE TERM "SERVICE PARTNERS" REFERS COLLECTIVELY TO BARK'S AFFILIATES, RESELLERS, REFERRAL PARTNERS, CONTENT PROVIDERS AND SERVICE PROVIDERS WHO PROVIDE SERVICES TO BARK IN CONNECTION WITH ITS MARKETING, SALE OR PROVISION OF THE SERVICES.

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

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

14. **Class Arbitration.** Any dispute, controversy or claim arising out of, relating to or in connection with these Terms, including the breach, termination or validity thereof, shall be finally resolved by arbitration. The tribunal shall have the power to rule on any challenge to its own jurisdiction or to the validity or enforceability of any portion of the agreement to arbitrate. The parties agree to arbitrate solely on an individual basis, and that this agreement does not permit class arbitration or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding. The arbitral tribunal may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

15. **Miscellaneous.**

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

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

(c) Any claim or cause of action you may have with respect to Bark must be commenced within one (1) year after the claim or cause of action arose.

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

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

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

(g) Other than the provisions benefiting Bark's Service Partners as set forth in Section 11 hereof, which provisions shall be directly enforceable by such Service Partners, or as otherwise specifically set forth herein, the parties do not confer any rights or remedies upon any third party, including any students, Administrators, Users or any other person or entity other than the parties to this Agreement and their respective successors and permitted assigns.

16. **Notices / Contacting Us.** Bark may notify you via either email or regular mail to the addresses your Administrator provided upon registration of your account or as updated thereafter. Any inquiries you may have concerning these Terms, or to provide any notice to Bark hereunder, should be directed to: Bark Technologies Inc., 10612 Providence Rd., Suite D PMB 705, Charlotte, NC 28277, with a copy to [legal@bark.us](mailto:legal@bark.us).