

TERMS OF SERVICE

Bark GSuite Offering

Last updated: May 2, 2018

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

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

- 1. Introduction.** The Service is a tool operated by Bark which provides the subscribing school, school district or similar educational entity (“you” or “your”) with a list of, and in some cases email and/or text alerts when potential online dangers (such as cyberbullying) or potential signs of trouble (such as threats, drug abuse, explicit content, depression or similar matters) are identified in email or in designated Google apps involving your registered students (each, a “Covered Account”) using Google Apps or other applications provided through your GSuite services (the “GSuite Platform”). The Service includes automated review by our proprietary technologies of communications involving the Covered Accounts. The Service currently supports English language interactions only; additional language interactions may become available in the future.
- 2. Subscription, Cancellation and Refund Policy.** The Service is offered on a free subscription basis. Subscriptions are month-to-month and automatically renew at the end of each month for the next succeeding month unless you cancel the subscription. To cancel your subscription at any time, please navigate to the “My Account” page on our Site. Bark may terminate this Agreement at any time by providing at least thirty (30) days’ prior written notice to you other than in the event of a material breach of this Agreement by you in which case Bark may immediately terminate this Agreement without notice. Upon cancellation, the Service will terminate and Bark will cease any further review of the Covered Account(s).
- 3. Registration.**
 - (a) General; Administrators; Users.** You must be 18 years of age or older in order to subscribe to the Service. Registration requires you to provide Bark with your name, address, telephone number and email address, and to set up your account as an account administrator (“Administrator”) using a user name and password that you select. You may authorize and set up additional account Administrators and users such as teachers, principals and other representatives participating within your school system who will have access to the Service and will receive alerts provided by the Service as selected by you (each a “User”), provided that all Administrators and Users must be your employees or authorized contractors. You represent and warrant that all information you provide regarding your account, your Administrators and your Users is accurate and up to date and will be kept up to date.
 - (b) Security/Passwords.** You and your Administrators and Users are responsible for maintaining the confidentiality of your access to the Services. We have no control over use of user names and passwords and cannot tell whether an unauthorized person is accessing the Services under user names and passwords belonging to your Administrators or Users. You and your Administrators will

be responsible for immediately terminating access to the Services for your Administrators and Users who are no longer employed by You or who you no longer wish to have access to the Services. You and your Administrators and Users are solely responsible for any use of the user names and passwords associated with your account by you or any third party. We have no responsibility or liability for any such use. You agree to immediately notify us of any unauthorized use of your account, 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 students using your GSuite Platform to be monitored under your subscription to the Service. You hereby represent and warrant that each student specified for any Covered Account to be monitored by the Service is a student using your GSuite Platform.

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

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

4. Collection of Student's Information.

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

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

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

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

5. **Health, Welfare, and Safety Reporting.** We provide alerts to you regarding your student's online activities. If you suspect or determine a threat to the health, welfare, or safety of any individual or entity, you should contact law enforcement or other governmental agencies to make a report. If we identify information that in our sole discretion indicates health, welfare, or safety concerns for an individual or entity, we have the right, but not the obligation, to make reports to law enforcement or other appropriate governmental agencies.
6. **Alerts.** In some cases Bark will endeavor to send alerts by email to your designated Administrator and User email address(es), or by text to your designated Administrator and User mobile devices (if requested). You are required to maintain updated email or text contact information for your designated Administrators and Users and bear all risks associated with providing Bark with inoperable or incorrect contact information.
7. **Publicity.** You agree that Bark may include your name or logo in a list of our customers, online or in promotional materials. You also agree that we may verbally reference you as a customer of our products or services that are the subject of this Agreement.
8. **Disclaimers.** YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT:
 - (a) 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;
 - (b) BARK DOES NOT WARRANT THAT THE SERVICE WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED;
 - (c) BARK MAKES NO WARRANTY THAT THE SERVICE WILL MEET ANY OF YOUR EXPECTATIONS OR REQUIREMENTS; OR THAT USE OF THE SERVICE WILL PROTECT ANY STUDENTS FROM HARM;
 - (d) ANY INFORMATION OBTAINED THROUGH USE OF THE SERVICE IS DELIVERED TO YOU FOR YOUR USE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE THAT RESULTS FROM BARK'S PROVISION OF OR FAILURE TO PROVIDE ANY SUCH INFORMATION;
 - (e) NO ADVICE, RESULTS OR INFORMATION OR MATERIALS, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN;
 - (f) BARK DOES NOT PROVIDE LEGAL OR MEDICAL ADVICE AS PART OF THE SERVICE; AND
 - (g) IF YOU ARE DISSATISFIED WITH THE SERVICE, YOUR SOLE REMEDY IS TO DISCONTINUE USING THE SERVICE.
9. **Changes to these Terms.** Bark may modify these Terms from time to time. You should check these Terms periodically for modifications. The provisions contained herein supersede all previous notices or statements regarding our Terms with respect to use of the Services. We include the effective date of our Terms at the top of the statement. We encourage you to check our Site frequently to see the current Terms in effect and any changes that may have been made to them. If we make material changes to the Terms, we will post the revised Terms and the revised effective date on this Site, and may notify you of such changes by displaying a notice (or link thereto) on the Site or otherwise. By

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

10. **Proprietary Rights.**

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

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

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

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

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

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

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

12. **Compliance with Law.** You agree to comply with all applicable laws, rules and regulations in connection with your use of the Service. Without limiting the generality of the foregoing, you agree

to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

13. **Applicable Law/Jurisdiction.** You agree that the laws of the state in which your school or school district is located, excluding its conflicts-of-law rules, shall govern these Terms. Please note that your use of the Service or the Site may be subject to other local, state, national, and international laws.
14. **Miscellaneous.**
 - (a) The Terms constitute the entire agreement between you and Bark and govern your use of the Service (as the case may be), superseding any prior agreements between you and Bark. You also may be subject to additional terms and conditions that are applicable to certain parts of the Service.
 - (b) You agree that no joint venture, partnership, employment, or agency relationship exists between Bark and you as a result of this Agreement or your use of the Service.
 - (c) Any claim or cause of action you may have with respect to Bark must be commenced within one (1) year after the claim or cause of action arose.
 - (d) The failure of Bark to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect.
 - (e) You may not assign the Terms or any of your rights or obligations under the Terms without Bark's express written consent.
 - (f) The Terms inure to the benefit of Bark's successors, assigns and licensees. The section titles in the Terms are for convenience only and have no legal or contractual effect.
 - (g) Other than as specifically set forth herein, the parties do not confer any rights or remedies upon any third party, including any students, Administrators, Users or any other person or entity other than the parties to this Agreement and their respective successors and permitted assigns.
15. **Notices / Contacting Us.** Bark may notify you via either email or regular mail to the addresses your Administrator provided upon registration of your account or as updated thereafter. Any inquiries you may have concerning these Terms, or to provide any notice to Bark hereunder, should be directed to: Bark Technologies Inc., P.O. Box 1841, Richmond Hill, GA 31324, with a copy to help@bark.us.