**Acatar API Terms of Service**

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**Glossary**

**Acatar API or "our API"** – The publicly available Acatar Application Programming Interface ("API") as well as the related API Documentation.

**Acatar Brand** – The Acatar brand and brand assets, including names, logos, trade names and trademarks.

**Acatar Service(s)** – (a) Acatar's learning environment services and related systems and technologies, as well as the websites http://acatar.com and http://uncompromising.education, and (b) all software (including the Software, as defined below), applications, data, reports, text, images, and other content made available by or on behalf of Acatar through any of the foregoing. The "Service" does not include Your Data (as defined below) or any software application or service that is provided by you or a third party, which you use in connection with the Service, whether or not Acatar designates them as "official integrations" (each a "Non-Acatar Product"). Any modifications and new features added to the Service are also subject to this TOS. Acatar reserves the right to modify or discontinue the Service (or any Service plan) or any feature or functionality thereof at any time without notice to you. All rights, title and interest in and to the Service and its components (including all intellectual property rights) will remain with and belong exclusively to Acatar.

**Affiliated Users**: "Affiliated Users" refers to the Organization, School regulators, persons authorized to have access to education records held by Acatar, Administrative Users, the teaching staff, and other Users designated by the Organization, the instructor(s), or by law.

**API Documentation** – The documentation, data and information that Acatar provides regarding the use of the Acatar API through the Developer Site.

**Application** – Any software application, website, or product you create or service you offer using the Acatar API (defined below).

**Data** – Any data and content uploaded, posted, transmitted or otherwise made available by users via the Services, including messages, files, comments, profile information and anything else entered or uploaded into the Service by a user of the Service.

**Developer Site** – Acatar's Developer site found at https://github.com/Acatar/acatar-apis

**Organization**: The company, institution, or other legal entity

**Tenant**: A secured, and isolated organizational entity within Acatar

**Terms of Service**

1. **Acceptance of Terms.** This Acatar API Terms of Service document (the **"API TOS"**) must be accepted before using the Acatar API (as described below). This document describes your rights and obligations as part of using the Acatar API. Acatar (**"Acatar" "we" "us"**) only provides the Acatar API to you subject to this API TOS. By accepting this API TOS or by accessing or using the Acatar API, you agree to be bound by this API TOS (including the Privacy Policy, and general Terms of Service, which are incorporated herein by reference).

   If entering into this TOS on behalf of a company or other legal entity, you represent that you have the authority to bind such entity, its Members, its Administrative Users, and its affiliates to this TOS. In that case, the terms "you" or "your" shall also refer to such entity, its Members, its Administrative Users, and its affiliates, as applicable. If no such authority exists, or if you do not

agree with this TOS, you may not use the Service. You acknowledge that this TOS is a contract between you and Acatar, even though it is electronic and is not physically signed by either party, and it governs your use of the Service.

2. **API License.** As long as you follow this API TOS, Acatar grants you a limited, non-exclusive, non-assignable, non-transferable license to use the API to develop, test, and support any software application, website, or product, and to integrate the Acatar API with your Application.

3. **Use of APIs and Acatar Data.**

   The following identifies limitations on use related to the Acatar API:

   a. **Reliance on API.** Acatar retains the right to make changes to our API, including backwards incompatible ones. Acatar intends to give notice for backwards incompatible changes, and will attempt to make changes through API versioning when possible. Parts of our API are undocumented, including certain methods, events, and properties. Undocumented parts may change at any time.

   b. **Applicable laws or agreements.** You may not use the Acatar API in violation of any law or regulation, or rights of any person, including but not limited to intellectual property rights, rights of privacy, or rights of personality, or in any manner inconsistent with this API TOS or Acatar's other agreements to which you are subject.

   c. **Scope of acceptable use.** You may not use the Acatar API or any other technology in a manner that accesses or uses any information beyond what Acatar allows under this API TOS or the Documentation; that changes the Acatar Service; that breaks or circumvents any of Acatar's technical, administrative, process or security measures; that disrupts or degrades the performance of the Acatar Service or the Acatar API; or that tests the vulnerability of Acatar's systems or networks.

   d. **Malware.** You may not transmit any viruses or other computer programming that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system or data.

   e. **Reverse engineering.** You may not attempt to reverse engineer or otherwise derive source code, trade secrets, or know-how in the Acatar API or portion thereof;

   f. **Functionality.** You may not use the Acatar API to replicate or compete with core products or services offered by Acatar. You acknowledge and agree that Acatar has or may in the future offer products or services that are similar to your Application, and nothing will prevent Acatar from doing so;

   g. **Commercial Use.** You may charge for your Application. However, you may not sell, rent, lease, sublicense, redistribute, or syndicate access to the Acatar API.

   h. **Advertising.** You may place advertisements on and around your Application. However, you may not:

      i. Place any advertisements within Acatar Service channels, and your advertisements may not resemble or be reasonably likely to confuse users as being a Acatar Service message;

      ii. Use Data or any content from Acatar in any advertisements or for purposes of targeting advertisements, in your Application or elsewhere; or

      iii. Use contact information obtained from Acatar (including email addresses) to contact Acatar users outside of Acatar without their express permission.

   i. **Rate Limits.** You will not attempt to exceed or circumvent limitations on access, calls and use of Acatar API, or otherwise use the Acatar API in a manner that exceeds

reasonable request volume, constitutes excessive or abusive usage, or otherwise fails to comply or is inconsistent with any part of this API TOS or the Documentation. See https://github.com/Acatar/acatar-apis/wiki/Rate-Limits.

    j. **Use for promotion of gambling or adult content.** You may not use the Acatar API in any Application that includes adult content, promotes gambling, involves the sale of tobacco or alcohol to persons under 21 years of age, or otherwise violates any applicable law or regulation.

    k. **Distribution of your application.** You may not distribute or allow access to the Acatar API to anyone other than, if applicable, the company on whose behalf you entered into this API TOS. Anyone who wants to access our API must agree to be bound by this API TOS.

4. **Use of Acatar Brand or Marks.** You may not use the Acatar Brand in a way that suggests your service is endorsed by, sponsored by, or associated with Acatar, and you must abide by Acatar's Brand Guidelines available at https://github.com/Acatar/acatar-apis/wiki/Brand-Guidelines.

5. **Storage of Data**

    a. **Caching Data.** Where Data is cached, you should refresh the cache at least every 24 hours.

    b. **Secure Storage Measures.** All Data should be stored and served using strong encryption.

    c. **Delete at User Request.** You must delete all Data you have collected from an Acatar user upon request by that user, and when the Acatar user deauthorizes your Application or closes his or her account with you. Similarly, when an Organization stops using your Application, you should delete all Data obtained from that Organization. The restrictions of this Section do not apply to Data that Acatar users also provide directly to you and that is separately entered or uploaded to you by the user of your Application.

    d. **Deletion at Termination.** If we terminate your use of the Acatar API for any reason, you agree to permanently delete all Data and any other information stored pursuant to your use of the Acatar API, except when doing so would cause you to violate any law or obligation imposed by a governmental authority. This provision does not require an Acatar user to delete Data stored in Acatar if the Acatar user is prohibited from accessing the Acatar API.

    e. **No Other Storing.** You may not copy or store any Data or capture or store any information expressed by the Data (such as hashed or transferred data), except to the extent permitted by this API TOS.

6. **Your User Agreement and Privacy Policy.** If you offer your Application for use by others outside your organization, you must maintain a user agreement and privacy policy for your Application, which is prominently identified or located where users download or access your Application. Your privacy policy must meet applicable legal standards and accurately describe the collection, use, storage and sharing of data. You must promptly notify Acatar of any breaches of your user agreement or privacy policy that may impact Acatar users. Your privacy policy must be at least as stringent and user-friendly as the Acatar policy.

7. **Security Measures.**

    a. **Protections.** The network, operating system and software of your web servers, databases, and computer systems (collectively, "**Your Systems**") must be properly configured to securely operate your Application and store Data. Your Application must use reasonable security measures to protect your users' information. You must not architect or select Your Systems in a manner to avoid the foregoing obligation.

b. **Reporting.** You must promptly report any security deficiencies in, or intrusions to, your Systems to Acatar in writing via email to devops@acatar.com or subsequent contact information posted on the Developer Site. This includes any unauthorized access, use, disclosure or destruction of Data. You will work with Acatar to immediately correct any security deficiency, and will immediately disconnect any intrusions or intruder. In the event of any security deficiency or intrusion involving the Application, Acatar API or Data, you will make no public statements regarding such deficiencies or intrusions (e.g., press, blogs, social media, bulletin boards, etc.) without prior written and express permission from Acatar in each instance.

8. **Government Access.** You will not knowingly:

   a. Allow or assist any government entities, law enforcement, or other organizations to conduct surveillance or obtain data using your access to the Acatar API in order to avoid serving legal process directly on Acatar. Any such use by you for law enforcement purposes is a breach of this API TOS.

   b. Display, distribute or otherwise make available Data or any Application to any person or entity that you reasonably believe will use Data to violate the Universal Declaration of Human Rights (located at http://www.un.org/en/documents/udhr/). You will not conduct and your Application will not provide analyses or research that isolates a small group of individuals or any single individual for any unlawful or discriminatory purposes. Exemptions to these restrictions may be requested for exigent circumstances and are subject to prior written approval from Acatar.

9. **Government Use.** The Acatar API is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Any use, modification, derivative, reproduction, release, performance, display, disclosure or distribution of the Acatar API by any government entity is prohibited, except as expressly permitted by the terms of this API TOS. Additionally, any use by U.S. government entities must be in accordance with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4.

10. **Ownership.** Acatar owns all rights, title, and interest, including all intellectual property rights, in and to, the (1) Acatar API, Documentation, and all elements and components thereof; (2) Data; (3) Acatar Services; and (4) Brand Features (collectively, the "Acatar Materials"). The only exception to this is Data that you as an Acatar user have licensed to Acatar under the Acatar TOS, which governs that Data. Except for the express licenses granted in this API TOS, Acatar does not grant you any right, title, or interest in the Acatar Materials. You agree to take such actions as Acatar may reasonably request to perfect Acatar's rights to the Acatar Materials.

11. **Term and Termination.**

    a. **Duration of Terms.** This API TOS will go into effect on the date upon which you agree to them by accessing or using the Acatar API and will continue until terminated as set forth herein.

    b. **Your Right to Terminate.** You may terminate this API TOS by discontinuing use of our API.

    c. **Suspension; Termination.** Acatar may change, suspend or discontinue the Acatar API and suspend or terminate your use of the Acatar API, the Acatar Service, and/or Acatar Brand at any time and for any reason, without notice. Without limiting the foregoing,

Acatar may limit your Application's access to the Acatar API if it, in our sole discretion, may negatively affect our Service or our ability to provide our Service.

d. **Effect of Termination.** Upon termination of this API TOS:

    i. All rights and licenses granted to you will terminate immediately;

    ii. You will promptly destroy Documentation and any other Acatar information in your possession or control that was received under this API TOS;

    iii. Unless we agree otherwise in writing or as stated in this API TOS, you must permanently delete all Data and other information that you stored pursuant to your use of the Acatar API. Acatar may request that you certify in writing your compliance with this section; and

    iv. Acatar will make commercially reasonable efforts to remove all references and links to your Application from its Services (Acatar has no other obligation to delete copies of, references to, or links to your Application).

b. The following sections of this API TOS shall survive any termination, Sections 3 ("Use of APIs and Acatar Data"), 4 ("Use of Acatar Brand or Marks"), 5.c ("Delete at User Request"), 5.d ("Deletion at Termination"), 6 ("Your User Agreement and Privacy Policy"), 7 ("Security Measures"), 10 ("Ownership"), 11 ("Term and Termination"), 12 ("Other Important Terms"), 13 ("Disclaimer of Warranties; Limitation of Liability; Indemnity"), 14 ("Dispute Resolution") and 15 ("General Legal Terms").

2. **Other Important Terms.**

a. **Legal Representations.** You represent and warrant to Acatar that, excluding Acatar Materials, you have the right to use, reproduce, transmit, copy, publicly display, publicly perform, and distribute your Application, and that use of your Application by Acatar and its users will not violate the rights of any third party (e.g., copyright, patent, trademark, privacy, publicity or other proprietary right of any person or entity), or any applicable regulation or law, including the Digital Millennium Copyright Act, the laws of any country in which your Application is made available and any applicable export laws.

b. **Modification of the API TOS.** Acatar may change, add to or delete this API TOS or any portion thereof from time to time in our sole discretion. If we make a material change to this API TOs, we will provide you with reasonable notice prior to the changes either by emailing the email address associated with your account or by posting a notice on the Developer Site. You acknowledge that these updates and modifications may adversely impact how you access, use, and communicate with the Acatar API. If any change in unacceptable to you, your only recourse is to cease all use of the Acatar API. Your continued access or use of the Acatar API will mean that you agree to the updates and modifications.

c. **Other Applicable Agreements.** You and your Application must also comply with the following, which are hereby incorporated by reference:

    i. [Acatar Terms of Service](#)
    ii. [Acatar Privacy Policy](#)

In the event of any conflict between the content in this document and the above documents, this document controls your use of the Acatar API.

3. **Disclaimer of Warranties; Limitation of Liability; Indemnity**

a. **NO WARRANTIES**. THE ACATAR API AND ALL RELATED COMPONENTS AND INFORMATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND ACATAR EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED,

INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ACKNOWLEDGE THAT ACATAR DOES NOT WARRANT THAT THE ACATAR API WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR VIRUS-FREE, NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE ACATAR API, AND NO INFORMATION, ADVICE OR SERVICES OBTAINED BY YOU FROM ACATAR OR THROUGH THE DEVELOPER SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS API TOS.

b. **LIMITATION ON LIABILITY**. ACATAR SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS TOS, OR OTHERWISE, FOR INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL ACATAR'S LIABILITY UNDER THIS TOS EXCEED THE FEES PAID BY YOU UNDER THIS AGREEMENT.

c. **Indemnity**. You agree to defend, hold harmless and indemnify Acatar, and its subsidiaries, affiliates, officers, agents, employees, and suppliers, from and against any third party claim arising from or in any way related to your or your users' use of the Application, Acatar API or Data, use of Acatar Brand, or violation of this API TOS, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. In such a case, we will provide you with written notice of such claim, suit, or action.

4. **Dispute Resolution.** This TOS and all Agreements will be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without regard to its choice of law principles. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement shall be brought against any of the parties in the courts of the Commonwealth of Kentucky, County of Jefferson, or, if it has or can acquire jurisdiction, in the United States District Court for the Western District of Kentucky, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.

5. **General Legal Terms**

a. **Severability.** If any provision of this API TOS is found to be illegal, void, or unenforceable, the unenforceable provision will be modified so as to render it enforceable to the maximum extent possible in order to effect the intention of the provision; if a term cannot be so modified, it will be severed and the remaining provisions of this API TOS will not be affected in any way.

b. **Language.** Where Acatar has provided you with a translation of the English language version of this API TOS or any document referenced in this API TOS, you agree that the translation is provided for your convenience only and that the English language versions of any such document, will control.

c. **Notice and Service of Process.** We may notify you via postings on the Developer Site or via the email address associated with your Application or Acatar Service account. Acatar accepts service of process by mail or courier at the physical address set forth in Section 15.i below. Any notices that you provide without compliance with this section shall have no legal effect.

d. **Entire Agreement.** This API TOS and any documents incorporated into this API TOS by reference, constitute the entire agreement between you and Acatar regarding the Acatar API and supersedes all prior agreements and understandings, whether written or oral, or

whether established by custom, practice, policy or precedent, with respect to the subject matter of this API TOS.

e. **No Informal Waivers, Agreements, or Representations.** Acatar's failure to act with respect to a breach of this API TOS by you or others does not waive our right to act with respect to that breach or subsequent similar or other breaches. No representations, statements, consents, waivers or other acts or omissions by any Acatar affiliate shall be deemed legally binding on any Acatar affiliate, unless documented in a physical writing hand signed by a duly appointed officer of Acatar.

f. **Injunctive Relief.** In no event shall you seek or be entitled to rescission, injunctive or other equitable relief, or to enjoin or restrain the operation of the Developer Site or Acatar Service or any Acatar API, or other material used or displayed through the Acatar Developer Site or Acatar Service.

g. **Assignment and Delegation.** You may not assign this TOS without the prior written consent of Acatar, except, if you are a company or other legal entity, you may assign this TOS in connection with a merger, reorganization or acquisition of all or a substantial portion of your assets by another company, but only upon 30-days prior written notice to Acatar. Acatar may assign or transfer this TOS, in whole or in part, without restriction.

h. **Potential Other Rights and Obligations.** You may have rights or obligations under local law other than those enumerated here if you are located outside the United States.

i. **How to Contact Us.** If you have questions or comments about this API TOS, or wish to make use of our Acatar API in any way not permitted by this API TOS, please follow the instructions on our wiki to contact us, or send physical mail to:

> The Learning House, Inc.
> 427 South Fourth Street, Suite 300
> Louisville, KY 40202