

ACCEPTABLE USE POLICY

SPECIALNEEDSWARE, INC. DBA ORI LEARNING · VERSION v2026.09 · EFFECTIVE SEPTEMBER 23, 2026

1. SCOPE AND RELATIONSHIP TO THE AGREEMENT

1.1 What this Policy is. This Acceptable Use Policy (this “Policy”) is an Exhibit to the Master Subscription Agreement and part of the Agreement between SpecialNeedsWare, Inc. dba Ori Learning (“Ori Learning”) and the Customer. It states how the Services may be used and what happens when they are misused. It applies to the Customer and to every Authorized User; Teachers, Administrators and Publishers also agree to it through the Authorized User Terms. Students are never asked to accept it; the Customer applies it to Students through its own rules and supervision. The holder of an Independent Account is treated as an Authorized User for Sections 4, 6 and 8 only, which bind the holder as terms of the Authorized User Terms (Authorized User Terms §1.4); no other Section of this Policy applies to such a holder, and the limbs of those Sections that presuppose a Customer, a Teacher or a Student do not apply to an Independent Account.

1.2 Relationship to other documents. The order of precedence in Section 15.4 of the Master Subscription Agreement governs any conflict. Nothing in this Policy expands the purposes for which Ori Learning may use Student Data or Customer Data; those are stated in the Data Privacy Addendum, and a Data Privacy Agreement executed by the Customer controls as to Student Data. The Customer is responsible for use under Accounts it creates, as Master §4.2 provides.

2. DEFINITIONS

Capitalized terms have the meanings given in the Ori Learning Definitions (Master §2.1).

3. PERMITTED USE

The Customer and its Authorized Users may use the Services only for the School-Authorized Educational Purpose, within the Products, Sites and roles the Order Form licenses, and only through Accounts the Customer has authorized. Printable Materials may be printed and copied as Master §3.3 permits, and may be hosted within the Customer’s own learning-management system for the use of its licensed Authorized Users at the licensed Sites, but not on a third-party system or another Customer system as a substitute for the Platform (Master §3.3(a)).

4. RULES FOR EVERYONE

No user of the Services may use them to:

- (a) post, upload, record or share content that is unlawful, threatening, harassing, bullying, hateful or sexually explicit, or that promotes violence or self-harm;
- (b) share another person’s personal information, image or voice without authority, or record anyone other than the user’s own spoken response to an activity, except through a recording or response method the Customer authorizes as an accommodation or assistive communication for a

Student (a scribe, an interpreter, an aide or a synthesized response), the response being attributed to the Student;

(c) impersonate another person, use an Account that is not the user's own, or share credentials;

(d) introduce malware or other harmful code, or interfere with the operation or security of the Platform, its networks or another user's access;

(e) access the Services by unauthorized or abusive automated means, scrape or bulk-download the Platform or the Curriculum Content, circumvent an access control or usage limit, or probe or test the Platform's security; this paragraph does not restrict assistive technology or an accommodation the Customer determines, an integration the Platform provides, security testing under a written agreement with Ori Learning as DPA §13.3 provides, the Customer's own accessibility evaluation of the Platform through assistive technology or automated checkers on Accounts it holds, a use Ori Learning consents to in writing, or the export, inspection, record production or transfer of Customer Data or Student-Generated Content that the Platform, the Agreement or Applicable Law enables;

(f) copy, distribute, sell or publish the Curriculum Content, Printable Materials or Documentation beyond the license in Master §3, remove a copyright notice, or use or copy the Services, their features or the Curriculum Content to develop a competing product;

(g) sell, rent or otherwise commercialize Student Data or Customer Data, direct advertising or marketing at Students or Parents, or resell Curriculum Content or Printable Materials; this paragraph does not restrict the School-Authorized Educational Purpose or a user's lawful use of the user's own work;

(h) upload content that infringes another person's rights or that the user has no right to share; or

(i) use the Services for an unlawful or fraudulent purpose, for unlawful surveillance of any person, or for an illicit transaction.

5. RESPONSIBILITIES BY ROLE

5.1 Administrators keep Accounts accurate, deactivate the Account of any person who is no longer entitled to use the Services (Master §4.2), configure the Services for their organization, keep the Customer's privacy, security and safety contacts current with Ori Learning (DPA §17.3), and act on reports Ori Learning sends them under Section 7.

5.2 Teachers supervise classroom use of the Services under the Customer's policies: they decide whether to enable a Collaboration Board for a session and whether to moderate it, moderation being a setting a Teacher enables for a session under which the Teacher approves each post before classmates see it; review individual posts or submissions where the Customer elects moderation or an activity requires it; may remove, or have removed, a post that breaks this Policy; assign check-ins, surveys and reflection activities as the Customer directs under Master §4.5; and do not ask Students to include personal information in a post or response beyond what the activity needs.

5.3 Publishers author or manage courses and assessments for the Customer's organization; content they add must comply with this Policy, and they must hold the rights to use it.

5.4 Students use their own Accounts, post and submit only their own work, treat classmates with respect, keep other people's personal information, images and voices out of their posts, and record only their own spoken answers.

6. COLLABORATION BOARDS, STUDENT WORK AND RECORDINGS

6.1 Boards. In a live-participation session, Students may post text, color and image content to a Collaboration Board that classmates in the same session can see and like. A Collaboration Board exists only within the Customer's licensed environment and is visible to classmates in the same session. The Teacher controls whether a board is enabled and whether posts are moderated, and can remove a post or have it removed.

6.2 Student work. Responses and work Students submit, which may include text, files and audio, are Student-Generated Content and Student Data. Who holds the rights in Student-Generated Content is determined as Master §9.3 states, by the Customer's policies and Applicable Law, not by the Agreement; Student Data is controlled under the Data Privacy Addendum; and Ori Learning's only license in either is the license Master §9.4 states, which arises from the act of submission as the Customer authorizes and requires no acceptance by a Student.

6.3 Recordings. Audio Data is captured when a Student records a spoken answer to an open-ended item, and it is Deleted no later than the Student's response it belongs to, as the Retention & Deletion Schedule states for its category 4. Authorized Users must not use the Services to record classroom conversations, other people, or anyone who has not agreed to be recorded; a recording or response method the Customer authorizes as an accommodation or assistive communication for a Student is permitted, with the response attributed to the Student.

6.4 No duty to monitor. Ori Learning has no duty under the Agreement to monitor Collaboration Boards, Student-Generated Content or other Customer Data; it does not routinely or proactively review Customer Data, and its Personnel may encounter content incidentally, for example in responding to a report under Section 7, a support request or a legal duty. The Customer's Teachers supervise classroom use, and the Customer's internet-safety, filtering and device policies remain its responsibility.

7. REPORTING, REMOVAL AND ESCALATION

7.1 Reports. The Customer is responsible for deactivating Accounts through its Administrators (Master §4.2) and may ask Ori Learning at support@orilearning.com to deactivate one; a Teacher may remove a Collaboration Board post or have it removed; the Customer handles conduct among its Students and staff under its own policies, and Ori Learning does not discipline Students. Anyone may report content or conduct that breaks this Policy, a security concern, or suspected misuse of an Account to support@orilearning.com. Reports are handled during Support Hours (Master §10.7). Ori Learning acknowledges a report within two Business Days. Where an Administrator or Teacher reports content that breaks this Policy and the Customer cannot remove it with its own tools, Ori Learning removes or restricts access to it within two Business Days after the report identifies where it is, and tells the reporting Administrator what it did. Content that suggests a safety risk is handled under Section 7.2; Security Incidents are handled under the Data Privacy Addendum on the periods it states.

7.2 Safety. Content that suggests a risk to a Student's or another person's safety is a matter for the Customer's own staff and procedures; the Services are not a crisis service (Master §10.8). Where Ori Learning's Personnel, in the course of their work, actually encounter content that a reasonable person would regard as a credible threat to the safety of a Student or another person, Ori Learning refers it promptly, during Support Hours, to the safety contact the Customer designates under DPA §14.5; where that contact and the Customer's other designated contacts cannot be reached in time and a person appears to be in imminent danger, Ori Learning may disclose to emergency services or law enforcement as DPA §14.2 authorizes, except where Applicable Law does not permit Ori Learning itself to make that disclosure (for a New York educational agency, DPA §14.2 and the New York package C.4), in which case Ori Learning refers the matter at once to the Customer's safety contact and its other designated contacts, records the referral, and makes no disclosure itself. Ori Learning exercises no clinical judgment and does not assess a Student's condition or risk. Nothing in this Section displaces a report Applicable Law requires of Ori Learning or its Personnel (Section 7.3), and Ori Learning is a mandatory reporter only where Applicable Law makes it one. Escalation runs through the Customer, which knows who holds each Student's rights.

7.3 Reports the law requires. Nothing in this Policy or the Agreement prevents Ori Learning or its Personnel from making a report that Applicable Law requires of them, including a report of suspected child abuse or neglect or of apparent child sexual exploitation material, or from preserving the material such a report requires. DPA §14 governs these disclosures and the notice Ori Learning gives the Customer.

8. COPYRIGHT COMPLAINTS

8.1 Notices. A copyright owner who believes content on the Platform infringes its rights may send Ori Learning a written notice at legal@orilearning.com that contains the information listed in 17 U.S.C. §512(c)(3).

8.2 Action. On receiving a notice that meets 17 U.S.C. §512(c)(3), Ori Learning expeditiously removes or disables access to the content and notifies the user who posted it and an Administrator. Where a notice substantially identifies the copyrighted work, the material and the complainant but is otherwise incomplete, Ori Learning promptly contacts the complainant, or takes other reasonable steps, to help complete it before treating it as ineffective. A counter-notice meeting 17 U.S.C. §512(g)(3) may be sent by the user who posted the content, except that for content posted from a Student's Account the counter-notice is submitted by the Customer, or by the Parent or Eligible Student who holds the rights, never by the Student, and Ori Learning collects and forwards the information §512(g)(3) requires only from that person; adult staff users and the holder of an Independent Account use the ordinary route. On receiving a valid counter-notice, Ori Learning promptly forwards a copy to the complainant and tells it that access will be restored in ten Business Days unless the complainant notifies Ori Learning that it has filed an action seeking a court order to restrain the infringing activity or has filed an eligible claim before the Copyright Claims Board under 17 U.S.C. §1507(d); absent that notice, Ori Learning restores access not less than ten nor more than fourteen Business Days after receiving the counter-notice. In appropriate circumstances and after notice to an Administrator, Ori Learning terminates the Accounts of users who repeatedly infringe. The Website Terms of Use point to this Section for Platform-posted material and state no different process.

9. CONSEQUENCES

Ori Learning may remove, disable, quarantine or preserve content whenever it reasonably identifies a breach of this Policy, an infringement, a legal requirement, or a security or safety risk, however the matter comes to its knowledge, and may restrict a feature or suspend an individual Account where necessary to stop a breach of this Policy, contain a Security Incident, or comply with Applicable Law, as Master §5.6 provides: without prior notice where immediately necessary, limited to what is necessary, with prompt notice to an Administrator, and with access restored once the cause is resolved. Ori Learning does not suspend the Customer's subscription under this Policy; suspension or termination of the Customer's access is governed only by the Master, including Master §5.5, §6.3, §6.4, §15.3 and §15.5. A material breach of this Policy by the Customer is a breach of the Master. Nothing in this Policy limits the Customer's ability, under Master §9.6, to permit a Parent or an Eligible Student to inspect Curriculum Content.

10. CHANGES AND VERSIONS

This Policy is published at orilearning.com/legal/acceptable-use/ with its version tag and effective date. Ori Learning may update it during a Subscription Term: an update that materially changes the Customer's or its Authorized Users' obligations, or the treatment of Student Data, takes effect for the Customer only on an Administrator's acceptance in the Platform or by email; any other update takes effect 30 days after notice by email to the Customer's designated privacy and security contact with Administrators copied and posting of the updated Policy, the version the Order Form identifies governing until then. An update never materially reduces a protection for Student Data or alters a term of the Order Form, and Master §15.3 gives the Customer a termination right if an update materially restricts its use of the Services. Prior versions remain available in the archive at orilearning.com/legal/archive/.