



Terms of Service for Learning Quest, Inc. DBA LoTi Connection

Last Updated: August 22, 2024

Welcome to LoTi Connection, a service provided by Learning Quest, Inc. ("Company," "we," "us," or "our"). By using our services, you ("User," "you," or "your") agree to these Terms of Service ("Terms"). If you do not agree, please do not use our services.

1. Definitions

- **"Customer"**: The organization (e.g., K-12 school system, higher education organization, Educator Preparation Provider, employer) that purchases and administers the services provided by LoTi Connection.
- **"User Administrator"**: The individual or team within the Customer's organization responsible for managing end user accounts and administering the services.
- **"End User"**: The individual user who accesses the services through an account created by the User Administrator. End Users do not directly purchase the services.

2. Acceptance of Terms

By using our services, both User Administrators and End Users accept these Terms and agree to be bound by them. Continued use of our services constitutes acceptance of any changes to the Terms.

3. User Responsibilities

The online site where End Users access our services provides a hierarchical data structure with varied levels of data access based on each user's defined permissions. End Users are expected to access only their own data or the data of users under their hierarchical jurisdiction. Unauthorized access to data outside of these terms is prohibited. You are not allowed to download or modify any proprietary services without written consent from the Company.

- **User Administrator Responsibilities**: User Administrators are responsible for managing End User accounts, ensuring that End Users comply with these Terms, and accessing data within their hierarchical jurisdiction.
- **End User Responsibilities**: End Users are expected to access only their own data or the data of End Users under their jurisdiction, as permitted by their access level.

4. Account Registration

- **Registration Process**:
 - User Administrators register End Users by providing a staff list or creating accounts directly.

- End Users may also register themselves using a Group ID provided by their User Administrator.
- **Required Information:** Required registration information includes first name, last name, email address, and organization. Optional information may also be required by the User Administrator's organization based on the data requirements for a given product or service. Optional required data may include grade level, subject area, position, tenure status, date of birth, staff member identifier, and/or median Student Growth Percentile (mSGP) status.
- **Use of Information:** Registration information is used solely for the management of the services provided and not for marketing purposes.

5. Service Availability

We strive to have our services running 24/7/365 but do not guarantee specific service availability. Planned maintenance and outages will be communicated to User Administrators and/or End Users in advance. We are not liable for any unplanned service interruptions.

6. Payment and Fees

- **Payment Process:**
 - Customers are invoiced for services based on the number of organizations and/or users registered for the annual subscription term.
 - Most customers follow a formal purchase order system for orders. After the Company receives a purchase order, it will establish or complete services prior to invoicing for the services.
 - Customers not following a purchase order system may request an invoice to initiate services at any time or arrange a customized billing process with the Company.
 - Payments are due within 60 days of invoicing.
- **Renewal:** Services do not renew automatically. Customers receive a new service quote for the next annual term and are invoiced accordingly.
- **Payment Methods:** Payments are accepted by mail via check/money order or electronically via PayPal.
- **Refund Policy:** Refunds are not generally offered but will be assessed on a case-by-case basis. Annual access subscriptions provide access to services for one year from the date of purchase regardless of usage frequency. Term access subscriptions provide access to services for the defined term regardless of usage frequency. Training services are invoiced post-completion, eliminating the need for refunds.

7. Intellectual Property

All frameworks, tools, calculations, and reports available from the Company are proprietary, copyrighted, and/or trademarked. Unauthorized use of our intellectual property is prohibited. Any non-proprietary intellectual property used by the Company is used with permission from the intellectual property source.

8. Privacy Policy

We include privacy-related terms within these Terms of Service. User information, such as first name, last name, and email address, is used solely for managing the services provided and is not used for marketing purposes.

9. Accessibility Statement

Our services are accessible via a site login from a web browser (e.g., Chrome, Safari, Firefox, Edge) on any device that supports web browsers (e.g., computer, tablet, phone). Any accessibility services supported by your selected web browser can be used when accessing our services.

10. Termination of Service

- **User Termination:** End Users cannot terminate their own service unless the individual End User has purchased the service directly from the Company. Termination of services purchased by a Customer (e.g., the User Administrator's organization) for the End User must be initiated by the purchasing organization. Non-renewal of the annual or term contract ends access to the service.
- **Company Termination:** We reserve the right to terminate a user's service if they are found to be maliciously accessing unauthorized data or uploading malicious software or files. We also reserve the right to edit or remove content unrelated to the use of the services at our discretion.

11. Limitation of Liability

To the fullest extent permitted by law, the Company shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from (a) your use or inability to use the service; (b) any unauthorized access to or use of our services; (c) any interruption or cessation of transmission to or from our services; (d) any bugs, viruses, trojan horses, or the like that may be transmitted to or through our services by any third party; (e) any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the services; and/or (f) the defamatory, offensive, or illegal conduct of any third party.

12. Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of Texas, the site of the Company's main office location, without regard to its conflict of law principles.

13. Contact Information

- **Customer Support:** lotihelpdesk@loticonnection.com
- **Information and/or Legal Notices:** info@loticonnection.com
- **Billing & Payments:** billing@loticonnection.com
- **Mailing Address:** 2807 Allen St PMB827, Dallas, TX 75204-1031