



Xello Terms of Service

Welcome to Xello

Xello is an online program made available to schools, educational establishments and similar entities that helps student users (“Students”) create a successful future through self-knowledge, exploration, and planning and helps parents of Students provide support to their children.

With Xello, Students discover the unique pathway that’s right for them using an investigative, discovery-based learning process that opens their minds to exciting possibilities. As Students gain self-knowledge through assessments and reflection, they build a profile with careers of interest, schools, colleges and universities, programs, and experiences to form a vibrant, visual roadmap that’s easy to update and share.

Xello also provides educators, including teachers, advisors, and administrators (collectively, “Educators”), students who are authorized to serve as ambassadors to schools for certain programs for the college or university they attend (“Ambassadors”), and parents or guardians of Students (“Parents”) with access to tools that enable them to monitor the progress of their Students and children, and/or to communicate with Students to help them achieve their future readiness goals.

Agreement to the Terms

These Terms of Service (“Terms”) are entered into by and between Xello Inc. or CASCAID Ltd, as specified in the Xello Quote or purchase order (“Quote”) and the school or educational establishment or other entity who has signed the Quote (collectively “Customer”) and the Students or Parents who use the Xello platform. These Terms govern Customer’s and administrators or educators who are acting on a Customer’s behalf (“Authorized Administrator”), Students,’ Parents,’ Ambassadors,’ and work-based learning administrators’ and employers’ access to and use of the Xello platform, website, or any other website or application of Xello that link to or incorporate the Terms (collectively the “Services”). These Terms are effective: (i) as of the date the Customer



agreement is accepted by you.

In accepting these Terms on behalf of a Customer, you represent and agree that: (i) you have the legal authority to bind such Customer to these Terms; (ii) you have read and understand these Terms and any accompanying agreement such as a purchase order, subscription terms, or Quote; (iii) you agree, on behalf of the Customer, to these Terms and any accompanying agreement such as a purchase order or Quote; and (iv) Customer or any Authorized Administrator setting up user accounts is solely responsible for providing any legally required notices and obtaining any necessary permissions to use and share information in the Services and providing any legally required means for a parent or legal guardian to review or correct any student data. The term “you” as used herein shall refer to Customer or Authorized Administrator with respect to the Services.

Educators, Students, Ambassadors, Parents, Authorized Administrators of a Customer account, work-based learning administrators and employers who offer work-based learning who use the Services through an account are each individually a “User” and collectively “Users.”

IMPORTANT: AS SET FORTH BELOW, THE SERVICES ARE PROVIDED “AS IS” AND XELLO’S TOTAL LIABILITY FOR ANY CLAIMS RELATED TO THE SERVICES IS LIMITED AS PROVIDED HEREIN.

Using the Services

(a) Usage Limits. The Services are subject to usage limits (including number of users) specified in the Quote. If Customer wishes to increase such usage limits, Xello and Customer may work together to increase Customer’s usage limits subject to increased fees for such usage. Any additional usage (including number of users) are subject to these Terms and will terminate as set forth herein.

(b) Usage Restrictions. Users agree not to use the Services for any purpose or in any way that is unlawful or prohibited by these Terms. Without limiting the foregoing, Users may not: (a) knowingly use the Services in any manner that could damage, disable, overburden, or impair the Services or interfere with any other party’s use and enjoyment of the Services; (b) obtain or attempt to obtain any Content (as defined below) or information through any means not intentionally made available or provided for through the Services; (c) submit or transmit any content, files, videos, photos, web links, or other



harassing, (ii) contain a virus, worm, Trojan horse, or any other harmful component, (ii) interfere with the operation, appearance, security or functionality of the Services; (iv) include unsolicited commercial messages; or (v) impersonate a Xello employee, or any other person, or falsely stating or otherwise misrepresenting your affiliation with any person or entity; (d) use the Services on any computers and/or accounts on which you do not have permission to operate and on which the Services cannot be legally and rightfully operated; or (e) use the Services for a commercial purpose (beyond a Customer's internal business purposes).

We, in our sole discretion, may suspend or stop providing the Services to any User for actions that violate these Terms, or to protect the security, safety, and rights of other Users, Xello or the Services, including without limitation to investigate suspected misconduct.

Intellectual Property and Licenses

(a) Intellectual Property. The Platform may contain material, information and data derived in whole or in part from material supplied by Xello and other sources (the "Content"), and such Content is protected by Canadian and United States copyright laws, international treaty provisions, trademarks, service marks and other intellectual property laws. Except as licensed to Users herein, all content, information, materials, computer code, and software part of the Services is the property of Xello or third parties. Xello and its licensors reserve all past, present, and future right, title, ownership, and interest in the Services, and derivative works thereof (including, but not limited to, all photographs, animations, statistics, graphics, text, user interface, scripts and software used to implement the Services or any other materials in the Services), associated copyrights, trademarks, logos, trade secrets, patents, service marks, know-how, and other proprietary rights of any type under the laws of any governmental authority, domestic or foreign, including rights in and to all applications and registrations relating to the Services (collectively, the "Xello Intellectual Property"). Users understand that subject to subsection (c) of this Intellectual Property and Licenses section, Xello and its licensors solely and exclusively own the Xello Intellectual Property, and Users have no ownership rights to any Xello Intellectual Property or the Services. All rights to the Platform not expressly granted herein are reserved by Xello. Using the Services does not give Users ownership of any intellectual property rights in the Services or the Content accessed.



(b) License by Xello. Unless stated otherwise in this Agreement, and subject to the terms of this Agreement, Xello grants to Customer and its Users the non-exclusive, non-assignable, non-transferable, limited right to (i) access and use the Services during the Term solely for noncommercial educational purposes, and (ii) to use, download, copy, modify, perform, or display educational materials provided in the Services for noncommercial, in-class instructional purposes during the Term. This limited license shall apply to any updates, upgrades, and/or additional features of the Services not distributed with a separate license or other agreement.

(c) License from Customer. Customer grants Xello a limited, transferable license to use and display Customer's name and logo to operate the Services. Customer grants Xello a limited, transferable license to use Student Personal Information (as defined in the [Privacy Policy](#)) as set forth in this Agreement. Customer is solely responsible for the selection, compatibility, licensing, development, accuracy, performance, operation, maintenance, and support of all applications, information, software, and data, including any hypertext markup language files, scripts, programs, recordings, sound, music, graphics, or images, that Customer or its Licensed Users create, install, upload or transfer on, from or through the Services. All Student Personal Information transmitted to Xello pursuant to this Agreement is and will continue to be the property of and under the control of the Customer.

(d) Feedback. If Customer or any Users provides feedback, comments or suggestions for improvements to the Service (in written, oral, or any other form) ("Feedback"), Customer or such User, as applicable, represents and warrants that (a) it may disclose the Feedback, (b) the Feedback does not violate the rights of any other person or entity, and (c) the Feedback does not contain the confidential or proprietary information of any third party or parties. Customer (i) acknowledges that Xello may have something similar to the Feedback already under consideration or in development and (ii) assigns to Xello its entire right, title, and interest (including any intellectual property rights) in and to Feedback without any restrictions, attribution, or compensation to you. If any right, title, or interest in the Feedback cannot be assigned under law, Customer or User, as applicable, waives such right, title or interest and consents to any action of Xello, its service providers, successors, and assigns that would violate such right, title, or interest absent such consent. Customer or User, as applicable, agrees to execute any documents necessary to affect the foregoing assignment, waivers, or consents.



personnel, and, if Customer agrees, Xello may associate Customer's name and logo with such postings from its personnel.

Security and Confidentiality

All parties will use commercially reasonable efforts to maintain the security and confidentiality of personal information, including Student Personal Information collected in the Services, consistent with applicable law, in order to help protect such personal information from unauthorized access, provided that certain information may be available to Customer and Users or third parties pursuant to the direction of Customer, Educators, or Authorized Administrators and depending on how Users choose to use the Services' features.

We may disclose Student Personal Information that is confidential: (a) at the direction of the Customer or Authorized Administrator; (b) as required or permitted by applicable law; (c) in accordance with valid legal process; or (d) with the written consent of the Customer or Parent (to the extent required or permitted by applicable law). Before disclosing such information in accordance with legal process, we will use commercially reasonable efforts to promptly notify the Customer. We shall not be required to provide notice before such disclosure if (i) we are legally prohibited from giving notice or (ii) the legal process relates to exceptional circumstances involving danger of death or serious physical injury to any person. Users understand that we will rely on one or more subcontractors to provide the Services. We have contracts in place with such subcontractors requiring them to protect Student Personal Information in a way that is at least as protective as we have undertaken to treat such information in these Terms and comply with applicable law.

FERPA

For Customers subject to United States federal law, we acknowledge that data from Student Users may include "personally identifiable information" from "education records" that are subject to Family Educational Rights and Privacy Act ("FERPA") ("FERPA Records"). To the extent that we receive FERPA Records in providing the Services, the parties agree that Xello functions as a "school official" with a "legitimate educational interest" in Customer's Student's Education Records pursuant to FERPA regulation 34 CFR § 99.31(a)(1), or if applicable, is acting under another applicable FERPA exception



Official and acknowledges that a failure to do so may result in a termination of these Terms and any other agreement for the Services. As between the parties, Customer owns and controls all Student Personal Information, including but not limited to FERPA Records, provided in the Services, whether provided by the Customer, another User, or any other third-party.

The limitations set forth in this section shall not apply to any information which we receive or that is provided to the Services pursuant to consent of Student User's Parent or consent of a Student User who is at least 18 years of age or the age of majority in such User's jurisdiction of residence. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities.

Services' Accounts

Customer and Authorized Administrators and Users are responsible for maintaining the security and confidentiality of their account credentials and taking reasonable steps to prevent unauthorized access to such account (e.g., logging out when done using the Services or away from your device). Customer and Authorized Administrators are responsible for (a) creating Student accounts and (b) providing all required notices and obtaining all necessary rights, permissions, or consents to access, monitor, use, or disclose any information, including Student Personal Information, from accounts of other Users. As between Xello and Customer, Customer is responsible for any activities, including any violation of the Terms, that occur under a Customer account, an Authorized Administrator account, and any User accounts created by Customer or Authorized Administrator account.

You shall notify Xello of any known or suspected unauthorized use of your account, other User accounts, or any known or suspected breach of security of the Services, including loss, theft, or unauthorized disclosure of your password.

User Content

While using the Services, Customers and Users can upload, submit, store, send, or receive content ("User Content"). User Content does not include Feedback. As between



the purpose of providing the Services. We do not claim any ownership rights in User Content that is submitted to the Services.

As set forth in the [Privacy Policy](#), upon request or upon termination of the Agreement, we shall, at direction and election of the Customer, destroy Student Personal Information, including FERPA Records, and User Content or return them to the Customer with rights to such information and direct our subcontractors to do the same, provided that we may comply with applicable law regarding the transfer of and/or retention of such records. Such records or User Content may persist in backup copies for a reasonable period of time following deletion (but will not be available to others).

At all times, you and your Customer are responsible for, and agree you have the rights to submit, post and upload the User Content or Feedback you submit to the Services.

We reserve the right, at any time and without prior notice, to pre-screen, reject, move, edit, delete, or remove any User Content submitted to the Services that we, in our sole discretion, consider to be objectionable for any reason, in violation of these Terms or otherwise harmful to Xello, the Services or its Users, consistent with applicable law, but we do not assume the obligation.

Fees

(a) Fees. Customer will pay all fees specified in the Quote. Except as otherwise specified herein or in a Quote, (i) fees are based on Services subscriptions purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant Subscription Period or Term (as such terms are defined in the Quote). Unless otherwise stated in a Quote, Fees are paid in advance of each billing period.

Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction; you are responsible for paying all such taxes, levies, duties and assessments associated with purchases and transactions under the Quote and/or this Agreement.



(a) Term. Unless otherwise set forth on the Quote, this Agreement commences on the date of Quote execution (“Effective Date”) and shall continue for the period of time set forth in the Quote (the “Term”), unless terminated earlier by either party pursuant to this Agreement.

(b) Intent to Not Renew Agreement. In the event that Customer wishes to not renew the Agreement before the end of the Subscription Period, Term, or any renewal term of a Subscription Period or Term, an Authorized Administrator for the Customer must provide Xello with written notice of its intent not to renew at least at least ninety (90) days prior to the conclusion of the current Subscription Period or renewal Subscription Period or Term . Failure to provide such notice will result in Customer being responsible for payment of all fees owed under any subsequent renewal Subscription Period or Term.

Termination

(a) Termination for Convenience. If Customer cancels or terminates the Agreement for its convenience before the end of the Subscription Period, Term or any renewal Subscription Period or Term, Customer remains responsible for payment of all outstanding Fees referenced in the applicable Quote without any refund owed to Customer, unless otherwise mutually agreed to in writing between Customer and Xello.

(b) Termination for Material Breach. Either party may terminate this Agreement if the other party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after its receipt of notice thereof. In the event the Agreement is terminated by Customer for a material and uncured breach based on the actions of Xello, Customer shall only be responsible for those fees due as of the date of the material and uncured beach of the Agreement.

(c) Effect of Termination or Expiration. Upon termination or expiration of this Agreement, Users will have no rights to continue to use the Services and immediately will cease accessing and/or using Services, including by, where applicable, erasing and/or uninstalling all downloaded or copied versions of the Services.

(d) Survival. The following will survive any expiration or termination of these Terms or the Quote: Accounts; Fees; Intellectual Property (except as specified therein); Term and



Third Party Services

Certain third-party products or services may be available for you to choose to use within the Services. You are not required to use such additional products in relation to the Services. If you elect to use such third-party services, you should review the terms, policies and practices of the third-party products and services to understand their terms and policies with respect to any personal information, including Student Personal Information, they may collect from Users. We are not responsible for any practices of the third-party services you select and make no assurances that their services will meet your needs.

Privacy Policy

Xello's [Privacy Policy](#) explains how we treat and protect personal data in the Services. By using the Services, you agree that we can use such data in accordance with our Privacy Policy. If a conflict exists between Xello's [Privacy Policy](#) and these Terms, these Terms will govern.

WARRANTIES, DISCLAIMERS, AND RELEASE

WE PROVIDE THE SERVICES USING A COMMERCIALY REASONABLE LEVEL OF SKILL AND CARE. WE HOPE YOU WILL ENJOY USING THE SERVICES. OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS, WE DO NOT MAKE ANY SPECIFIC PROMISES ABOUT THE SERVICES. FOR EXAMPLE, WE DON'T MAKE ANY COMMITMENTS ABOUT THE ACCURACY, COMPLETENESS, CURRENCY, OR RELIABILITY OF THE CONTENT WITHIN THE SERVICES, THE SPECIFIC FUNCTIONS OF THE SERVICES, OR THE SERVICES' RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. **WE PROVIDE THE SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS, WITHOUT WARRANTY OF ANY KIND, AND USERS' USE IS AT THEIR SOLE RISK.** XELLO MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT



INFRINGEMENT. XELLO MAKES NO WARRANTY THAT THE SERVICES WILL MEET USERS' REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. SOME JURISDICTIONS DO NOT ALLOW DISCLAIMERS OF VARIOUS WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SO, ONE OR MORE OF THE ABOVE DISCLAIMERS MAY NOT APPLY TO YOU. TO THE EXTENT SUCH WARRANTIES CANNOT BE DISCLAIMED UNDER THE LAWS OF YOUR JURISDICTION, XELLO LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE FULL EXTENT PERMISSIBLE UNDER THOSE LAWS.

LIMITATIONS ON LIABILITY OF XELLO

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL XELLO BE LIABLE TO ANY USER FOR PERSONAL INJURY, PROPERTY DAMAGE, ANY LOST PROFITS, LOST DATA OR INFORMATION, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER OR DEVICE FAILURE OR MALFUNCTION, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR ANY USER'S USE OF, OR INABILITY TO USE THE SERVICES, EVEN IF XELLO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF THE SERVICES IS AT USERS' OWN DISCRETION AND RISK, AND USERS WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ANY DEVICES OR COMPUTER SYSTEMS USED TO ACCESS OR USE THE SERVICES, OR LOSS OF DATA OR INFORMATION RESULTING THEREFROM.

TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF XELLO, FOR ANY CLAIMS UNDER THESE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US TO USE THE SERVICES.

THE ABOVE LIMITATION OF LIABILITY SHALL NOT APPLY TO ANY CLAIMS FOR ACTUAL DAMAGES RESULTING FROM XELLO'S BREACH OF THIS AGREEMENT CAUSED BY ITS GROSS NEGLIGENCE, FRAUD, WILLFUL MISCONDUCT OR FRAUD. IF YOU ARE A RESIDENT OF THE UNITED KINGDOM, NOTHING IN THESE TERMS SHALL EXCLUDE OR LIMIT OUR LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE (AS SUCH TERM IS DEFINED BY THE UNFAIR CONTRACT TERMS ACT



Changes to The Services

We may, at any time, make changes to the Services, including its “look and feel,” features, and Content.

We may also modify these Terms or any additional terms that apply to the Services, for example, to reflect changes to the law or changes to the Services. We will post modifications to these Terms on this page and in the Services. We will provide notice to the Customer and seek its consent to material changes to the Terms. Such material changes will not apply retroactively and will become effective no sooner than 14 days after they are posted and notification is provided. Depending on the changes, if you do not agree to the modified terms for the Services, we may not be able to continue to provide the Services to you and may have to discontinue your use of the Services.

If there is a conflict between these Terms and the additional terms, the additional terms will control for that conflict.

How to Contact Us

If you are located in the United States or Canada and you would would like to contact us, please visit our [Contact Page](#). If you are located outside the United States or Canada and would like to contact us, please visit this [Contact Page](#).

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