

Terms of Use

eObservations is a web platform offered by DCD Consulting LLC

1. Introduction

Welcome to eObservations. By accessing and using our web platform, you agree to be bound by the following terms of use. Please read them carefully before using our services.

2. Services Provided

eObservations is a web platform designed for school administrators, central office leaders, and others to record and manage teacher observation data. Access to the platform is provided to educational organizations through an annual subscription fee.

3. Data Ownership and Rights

- **Customer Data:** All data recorded on the eObservations platform is owned solely by the customer organization (“you”) which has oversight and responsibility for end users. You retain full rights to your data and do not yield any rights to your data as a condition of use of the platform.
- **Data Withdrawal:** You have the right to withdraw your data from eObservations at any time. Upon request, we will delete your data from our systems in whole or in part at your discretion.
- **Data Export:** You have the right to an export of your data from eObservations. If you choose to end your subscription, we will provide you with your data in industry-standard formats.

4. Privacy Policy

4.1 Data Collection

- **User Information:** We collect basic information during registration, such as your name, email address, and payment details, to manage your account and subscription. We also collect names and email addresses of users that you add to the platform.
- **Observation Data:** The platform allows you to enter teacher observation data, which is stored securely in our system. This data is used solely for the purpose of providing our services.
- **Usage Data:** We collect data on user activity within the platform such as login dates, page navigations, and feature use.

4.2 Data Usage

- **No Third-Party Sharing:** eObservations does not sell, share, or give away your data to third parties. Your data is used exclusively within the platform for service delivery and performance improvement.
- **System Improvements:** We regularly analyze data to enhance the platform's functionality and performance. This analysis is never shared with third parties.
- **Advertising:** There is no advertising on the eObservations platform and no marketing will be performed towards the platform's users. eObservations may share information on optional features with the personnel involved in subscription registration and payment or their designees.

4.3 Data Security

- **Industry-Standard Protection:** Your data is protected using industry-standard security mechanisms, including encryption and secure data storage.
- **Data Storage and Transit:** All data is stored on eObservations servers within the United States and is secured in transit using encryption protocols.
- **Access Control:** Only authorized personnel have access to your data. A limited number of eObservations staff have full read access to the data stored by customers in the platform, which is necessary for support and maintenance purposes. For this reason, no data should be entered into the platform by you for which there is a legal basis to have it shielded from viewing by eObservations personnel in the normal course of operating the platform.
- **Password Security:** eObservations does not have access to the passwords set by its users. Passwords are securely hashed, salted, and stored, ensuring that they cannot be viewed by our personnel or accessed by unauthorized parties.

4.4 Data Retention and Your Rights

- **Data Retention Policy:** We retain your data as long as your account is active or as needed to provide subscription services. You may request deletion of your data at any time in whole or in part.
- **Data Deletion:** Upon termination of your subscription or at your request, eObservations will permanently delete your data from our systems.
- **Access and Control:** You have the right to access your data, request corrections, or require that your data be deleted.

4.6 Data Backups

- **Regular Backups:** eObservations performs regular backups of all data stored on the platform to prevent data loss. These backups are stored securely and are subject to the same security measures as the primary data.
- **Backup Retention:** Backups are retained for a specific period to ensure data recovery in case of system failures or other unforeseen events. After the retention period, backups are securely deleted.

- **Data Deletion and Backups:** If you request the deletion of your data, eObservations will ensure that your data is deleted from both the primary storage and any associated backups within a reasonable timeframe.

5. Compliance and Legal Obligations

- **FERPA Compliance:** eObservations is committed to complying with the Family Educational Rights and Privacy Act (FERPA) for U.S. educational institutions. We ensure that student data is handled in accordance with FERPA requirements in the event that you choose to add student data to the platform. eObservations recommends that any such student data be anonymized or aggregated without personal information. eObservations does not require that student data be added to the platform for its full and unhindered performance.
- **Data Breach Notification:** In the event of a data breach that affects your data, eObservations will notify you as soon as reasonably possible. We will provide details about the breach and the steps we are taking to address it.
- **Organizational Oversight:** Because the subscription is paid for by you as an organization rather than an individual, you are responsible for overseeing the activities of end users. You must ensure that all users comply with these Terms of Use.

6. Usage Restrictions

- **Prohibited Conduct:** You are prohibited from engaging in any activity that may harm or disrupt the platform, including unauthorized access, data tampering, or misuse of the platform's features. Violations may result in suspension or termination of access.
- **Illegal Activities:** You agree not to use the eObservations platform for any unlawful purposes or activities. This includes, but is not limited to, the transmission of illegal content, engaging in fraudulent activities, or any actions that violate local, state, or federal laws. Any illegal use of the platform will result in termination of access and potential legal action.

7. Content Ownership and Intellectual Property

- **User-Generated Content:** You retain ownership of any content you create on the eObservations platform. eObservations does not claim ownership of user-generated content, but you grant eObservations a license to use, display, and process this content only as necessary for the operation of the platform.
- **Content Rights:** By adding content to the eObservations platform, you represent and warrant that you have the necessary rights to do so. eObservations is not responsible for any claims of copyright infringement or other intellectual property disputes that may arise from adding content to the platform.

8. Account Access

- **Password Management:** You have the option to maintain your own passwords for accessing eObservations. You are responsible for safeguarding your passwords and for any actions taken using your accounts. You may set and change your passwords at any time. eObservations does not have access to your plain text passwords.
- **Sign in with Google or Sign in with Microsoft:** Alternatively, you may choose to sign in to eObservations using your organizational Google or Microsoft accounts. When using either of these services, eObservations gains access only to the public information in your account, such as its name and email address. No personal private information is shared with eObservations through the use of these services.

9. Age Requirement

Users of the eObservations platform must be at least 18 years of age. Minors are not permitted to use the platform.

10. Subscription and Payment

- **Annual Fee:** Access to the eObservations platform requires the payment of an annual subscription fee. Details of the fee structure and payment process are available by request and during the process of registration.
- **Optional Fees:** eObservations offers optional services that may incur separate fees. Standard use of the platform does not require any such optional services. Fee amounts are variable and are shared when you inquire about adding such services to your accounts.
- **Refund Policy:** eObservations does not offer refunds of annual subscription fees or optional fees except in cases where we are unable to fulfill the Terms of Use, fail to provide you with access to the platform for unreasonable amounts of time, or are unable to successfully deliver optional services for which you have paid. In these cases, eObservations will proceed with all reasonable efforts to resolve the service issues or issue negotiated prorated refunds.

12. Termination

eObservations reserves the right to terminate your accounts if you violate these Terms of Use. In the event of termination, any data associated with your accounts will be deleted.

13. Changes to the Terms of Use

eObservations may update these Terms of Use from time to time. We will notify you of any significant changes through the platform or via email. Your continued use of the platform after such changes signifies your acceptance of the updated terms.

14. Limitation of Liability and Indemnification

- **No Responsibility for Misuse:** eObservations provides its platform as a tool for school administrators and others to record and manage teacher observation data. We take no responsibility for any misuse of the platform by end users. This includes any unauthorized access, data breaches caused by user negligence, or inappropriate use of the platform's features.
- **Indemnification:** By using the eObservations platform, you agree to indemnify, defend, and hold harmless eObservations and its employees from any claims, liabilities, damages, losses, or expenses arising from your use of the platform, including but not limited to any violation of these Terms of Use, unauthorized use of your accounts, or infringement of any third-party rights.

15. Contact Information

If you have any questions about these Terms of Use please contact us at info@eobservations.com.