

Cocoa Classroom LLC — Terms and Conditions

Effective Date: [Insert Effective Date]

Last Updated: [Insert Revision Date]

Company: Cocoa Classroom LLC

Address: 649 Deer Springs Way, Ste 120-154, North Las Vegas, NV 89086

Contact: info@cocoaclassroom.com | (702) 825-0574

1. Purpose of the Terms

1.1 Purpose and Scope

These Terms and Conditions (“**Terms**”) constitute a legally binding agreement between Cocoa Classroom LLC (“**Cocoa Classroom**,” “**we**,” “**us**,” or “**our**”) and any individual or entity (“**User**,” “**you**,” or “**your**”) who accesses, registers for, or otherwise uses the Cocoa Classroom website, mobile applications, platform, and associated educational services (collectively, the “**Services**”).

The purpose of these Terms is to define the rules, rights, and responsibilities that govern your use of the Services, ensure compliance with applicable privacy and data protection laws, and uphold accessibility, inclusivity, and safety standards for all users—particularly students, parents, and educators.

1.2 Compliance Frameworks

Cocoa Classroom is committed to full compliance with the following standards and regulations:

- **Accessibility and Inclusive Design:** *Web Content Accessibility Guidelines (WCAG 2.1 Level AA), Americans with Disabilities Act (ADA), and Section 508 of the Rehabilitation Act.*
- **Children’s Online Privacy Protection Act (COPPA):** Governing the collection and use of personal information from children under the age of 13 in the United States.
- **Family Educational Rights and Privacy Act (FERPA):** Protecting the privacy of student education records maintained by educational institutions and third-party service providers.

- **General Data Protection Regulation (GDPR):** Establishing lawful processing, data protection rights, and transfer safeguards for users located in the European Union and European Economic Area.

These Terms incorporate by reference Cocoa Classroom's **Privacy Policy**, **Children's Privacy and Accessibility Policy**, and **Accessibility Statement**, which together describe how we protect user rights, data, and accessibility.

1.3 Binding Agreement

By accessing, registering for, or using the Services, you agree to be bound by these Terms and any policies referenced herein. If you are a parent or legal guardian accepting these Terms on behalf of a minor child, you represent and warrant that you have the legal authority to do so.

If you do not agree to these Terms, you must immediately discontinue all access to the Services. Continued use of the Services constitutes your acceptance of these Terms and any subsequent amendments.

1.4 Relationship to Other Policies

These Terms are to be read in conjunction with, and subject to, the following Cocoa Classroom policies:

- **Privacy Policy** (Data protection and collection practices)
- **Children's Privacy and Accessibility Policy** (COPPA, FERPA, and accessibility compliance)
- **Data Retention and Transparency Policy**
- **Terms of Use for Educators and Institutions** (where applicable)

In the event of any conflict between these Terms and a referenced policy, the provision offering greater user protection, as required under applicable law, shall prevail.

1.5 Contact and Accessibility Information

Users may request copies of these Terms in alternate accessible formats (large text, Braille, or printable PDF). To request an accommodation or report accessibility issues, please contact:

Email: info@cocoaclassroom.com

Mailing Address: Cocoa Classroom LLC, 649 Deer Springs Way, Ste 120-154, North Las Vegas, NV 89086

We are committed to responding to accessibility inquiries within a reasonable timeframe in accordance with the ADA, Section 508, and WCAG 2.1 compliance standards.

2. Definitions

For the purposes of these Terms and Conditions, the following definitions shall apply. Unless the context otherwise requires, defined terms used in the singular include the plural, and vice versa.

2.1 “Account”

Means a registered user profile created to access the Services, including Parent Accounts, Child Accounts, Teacher Accounts, and Administrative Accounts. Each Account is uniquely identified by login credentials and associated metadata and is governed by the security and privacy provisions of these Terms.

2.2 “Parent Account”

Refers to an account created by an adult parent or legal guardian who has the authority to add, manage, and monitor Child Accounts. Parents provide verified consent for any collection or processing of data related to their child under **COPPA** and have rights to review, modify, or delete such data under **FERPA** and **GDPR**.

2.3 “Child Account”

Means an account created for a child under the supervision of a Parent Account holder. Child Accounts may only be created through a verified parental invitation or institutional authorization. Cocoa Classroom does not permit direct self-registration by children under 13 years of age.

All data associated with Child Accounts are treated as **educational records** under **FERPA**, and as **personal information of a minor** under **COPPA** and **GDPR Article 8**.

2.4 “Teacher Account”

Refers to an account designated for educators, tutors, or authorized instructional staff. Teacher Accounts may access and manage student progress data only as permitted by institutional agreements and **FERPA** obligations.

2.5 “Administrator Account”

Means an account created for school administrators, educational organization representatives, or Cocoa Classroom internal personnel responsible for managing users, compliance, and reporting. Administrator Accounts are subject to strict data access and confidentiality requirements.

2.6 “Services”

Collectively refers to the Cocoa Classroom website, mobile applications, digital learning tools, gamification system, educational content, artificial intelligence-generated lessons, quizzes, worksheets, parent and teacher dashboards, and all other interactive features or related products provided by Cocoa Classroom LLC.

2.7 “User Content”

Refers to any data, materials, submissions, lesson content, assessments, comments, images, or other information uploaded or created by Users through the Services.

By submitting User Content, you grant Cocoa Classroom a limited, non-exclusive, revocable, worldwide license to store, process, and display such content solely for the purpose of providing educational functionality within the Services.

2.8 “Personal Information”

Means any information that identifies, relates to, describes, or could reasonably be linked to an individual, including but not limited to names, email addresses, contact information, grades, educational activities, student work, or device identifiers.

For children under 13, this includes all data defined as “Personal Information” under **16 C.F.R. §312.2** of the **COPPA Rule**. For students in educational institutions, it includes any data defined as “Education Records” under **34 C.F.R. §99.3** of **FERPA**. For EU residents, it includes data defined under **Article 4(1)** of the **GDPR**.

2.9 “Educational Records”

Refers to those records, files, documents, and other materials maintained by Cocoa Classroom or its institutional partners that contain information directly related to a student, as defined under **FERPA**.

Educational Records include learning progress, assignments, scores, feedback, and metadata generated through platform use, but do not include anonymized or aggregated data used for analytics.

2.10 “Processing”

Means any operation or set of operations performed on Personal Information, such as collection, recording, organization, structuring, storage, adaptation, retrieval, consultation, use, disclosure, dissemination, alignment, restriction, erasure, or destruction, as defined under **GDPR Article 4(2)**.

2.11 “Accessibility Standards”

Refers to the technical and design requirements established under **WCAG 2.1 Level AA**, the **Americans with Disabilities Act (ADA)**, and **Section 508 of the Rehabilitation Act**, as implemented in Cocoa Classroom’s digital interfaces, content, and platform interactions to ensure equal access for users with disabilities.

2.12 “Institution” or “Educational Organization”

Means any school, homeschool cooperative, tutoring organization, or educational entity that enters into an agreement with Cocoa Classroom for access to the Services for multiple users under a group or institutional plan.

2.13 “Controller” and “Processor”

As defined under **GDPR Articles 4(7) and 4(8)** respectively:

- “Controller” means the entity that determines the purposes and means of processing Personal Information.
- “Processor” means the entity that processes Personal Information on behalf of the Controller.

Cocoa Classroom generally acts as a **Processor** on behalf of educational institutions or parents and as a **Controller** for operational and compliance-related functions.

2.14 “Data Protection Officer (DPO)”

Refers to the designated Cocoa Classroom representative responsible for overseeing data protection and privacy compliance. EU users may contact the DPO for GDPR-related concerns via email at privacy@cocoaclassroom.com.

2.15 “Applicable Law”

Means all federal, state, and international laws, regulations, and directives governing privacy, accessibility, consumer protection, and education, including but not limited to **COPPA**, **FERPA**, **GDPR**, **ADA**, and **Section 508**.

3. Eligibility and Account Creation

3.1 Eligibility Requirements

3.1.1 The Services are designed for use by parents, legal guardians, educators, and students engaged in educational activities. By registering for or using the Services, you represent and warrant that you:

- (a) are at least eighteen (18) years of age, or the age of legal majority in your jurisdiction;
- (b) have the legal capacity to enter into a binding contract; and
- (c) are not barred from using the Services under any applicable laws or regulations.

3.1.2 **Children under 13 years of age** may access the Services **only through a verified Parent Account** or via an authorized Educational Institution acting as the parent’s agent under **COPPA (16 C.F.R. §312.5(c)(2))**. Cocoa Classroom does not permit direct self-registration by children.

3.1.3 Where applicable under **GDPR Article 8**, children under the age of sixteen (16) within the European Union or European Economic Area must obtain verifiable consent from a parent or guardian prior to using the Services. Cocoa Classroom may apply a lower consent age if permitted by national law (no lower than 13).

3.2 Account Registration

3.2.1 To use certain features of the Services, Users must register and create an Account. Account creation requires accurate, complete, and current information, including name, email address, and role type (Parent, Teacher, Student, or Institution).

3.2.2 You agree to maintain and promptly update your Account information to keep it accurate and current. Cocoa Classroom reserves the right to suspend or terminate Accounts containing false, misleading, or incomplete information.

3.2.3 Each User is responsible for maintaining the confidentiality of their login credentials and for all activities that occur under their Account. Cocoa Classroom shall not be liable for any unauthorized access or misuse resulting from failure to secure such credentials.

3.3 Parental Consent Verification

3.3.1 Pursuant to **COPPA**, no Child Account shall be activated until the parent or legal guardian of the child has provided **verifiable parental consent**. Verification may be conducted by one or more of the following methods:

- Confirmation through a unique, secure email invitation link sent to the parent;
- Entry of a verification code generated by the parent's registered Account; or
- Other lawful methods approved under **COPPA §312.5(b)**.

3.3.2 Parents may review, modify, or revoke consent at any time by contacting Cocoa Classroom or accessing their Parent Dashboard. Upon revocation, the associated Child Account and data shall be disabled or deleted in accordance with **COPPA §312.6(a)(2)** and **FERPA §99.10–99.12**.

3.3.3 Parents retain full rights to access and correct their child's Personal Information under **FERPA** and **GDPR Articles 15–16**.

3.4 Institutional Accounts and Educational Use

3.4.1 Educational Institutions or organizations that subscribe to Cocoa Classroom on behalf of their students act as **Controllers** under **GDPR** and as **Educational Agencies** under **FERPA**. Cocoa Classroom functions as a **Processor** or **School Official** with legitimate educational interest, limited to providing contracted services.

3.4.2 Institutions must ensure that appropriate parental notice and consent have been obtained before authorizing Child Accounts, unless a specific FERPA exception applies.

3.4.3 Cocoa Classroom will not use student data for any purpose other than the educational function authorized by the Institution or Parent Account holder.

3.5 Accessibility of the Registration Process

3.5.1 Cocoa Classroom designs its registration and account management processes in accordance with **WCAG 2.1 Level AA**, **ADA Title III**, and **Section 508** requirements. This includes:

- (a) Keyboard-navigable forms,
- (b) Screen-reader compatibility,
- (c) Clear and descriptive form labels, and
- (d) Alternative communication channels for registration support.

3.5.2 Users requiring accommodations during account setup or verification may contact **info@cocoaclassroom.com** for assistance. Requests will be addressed within a reasonable timeframe and in compliance with applicable accessibility laws.

3.6 Prohibited Uses of Accounts

3.6.1 You may not share, sell, or transfer your Account or allow others to access it using your credentials.

3.6.2 You may not use another user's Account without authorization.

3.6.3 Cocoa Classroom reserves the right to monitor and audit Account activity to ensure compliance with these Terms and applicable regulations.

3.7 Account Termination for Non-Compliance

3.7.1 Cocoa Classroom reserves the right to suspend or terminate any Account, without prior notice, that violates these Terms, applicable laws, or poses a risk to the security or integrity of the Services.

3.7.2 Upon termination, Cocoa Classroom will delete or anonymize Personal Information associated with the Account, except as required to fulfill legal obligations or institutional reporting requirements under **FERPA §99.31** or **GDPR Article 17(3)**.

4. User Roles and Responsibilities

4.1 General User Obligations

4.1.1 All Users agree to use the Services solely for lawful, educational, and authorized purposes in accordance with these Terms and all **Applicable Law**.

4.1.2 You shall not use the Services in a manner that:

- violates any local, state, federal, or international law or regulation;
- infringes upon the rights of others, including intellectual property or data protection rights;
- interferes with, disables, or disrupts the integrity, accessibility, or performance of the Services; or
- exposes minors to harmful, inappropriate, or exploitative content.

4.1.3 Users agree to maintain civility, respect, and professionalism in all interactions on the platform, including discussion boards, messaging systems, or feedback submissions. Cocoa Classroom reserves the right to moderate or remove content that violates these standards.

4.2 Parental Responsibilities

4.2.1 Parents or legal guardians registering a **Parent Account** are solely responsible for:

- Granting and verifying consent for the creation of any **Child Account** under **COPPA § 312.5**;
- Monitoring and supervising their child's activities on the platform;

- Ensuring that account credentials remain secure and used only by the authorized child; and
- Managing permissions, educational settings, and data access for each Child Account.

4.2.2 Parents may request access to, correction of, or deletion of their child's information under **FERPA § 99.10–99.12** and **GDPR Articles 15–17** by submitting a written request to **privacy@cocoaclassroom.com**.

4.2.3 Parents agree not to post or share personally identifiable information about their child or other minors in public areas of the Services.

4.3 Student Responsibilities

4.3.1 Students, including children using the Services under verified parental or institutional supervision, agree to:

- Participate in educational activities responsibly and respectfully;
- Follow the behavioral and academic conduct standards established by their parent, teacher, or educational institution;
- Protect their login credentials and not share them with others; and
- Refrain from attempting to modify, disable, or circumvent system security features.

4.3.2 Students acknowledge that all activities conducted through their Accounts may be monitored by their parent, guardian, or educational institution for safety and compliance purposes, consistent with **FERPA** and **COPPA**.

4.3.3 Students agree to report any inappropriate or harmful behavior encountered on the platform to a parent, teacher, or Cocoa Classroom support representative.

4.4 Educator and Institutional Responsibilities

4.4.1 Educators and institutions using **Teacher** or **Administrator Accounts** shall:

- Use student information solely for educational purposes consistent with **FERPA § 99.31(a)(1)** and institutional policy;

- Limit access to student data to authorized instructional staff;
- Maintain confidentiality of all educational records and refrain from redisclosure without consent; and
- Notify Cocoa Classroom of any suspected data breach or unauthorized access to student information.

4.4.2 Educators and institutions act as **Data Controllers** under **GDPR Article 4(7)** when determining the purpose and means of data processing within their programs, and must ensure appropriate legal bases (e.g., legitimate educational interest or consent) for all student data submitted to Cocoa Classroom.

4.4.3 Institutional users agree to maintain compliance with accessibility obligations under **ADA Title II & III** and **Section 508**, ensuring that all users, including those with disabilities, can access educational resources equally.

4.5 Accessibility and Inclusion Obligations

4.5.1 Cocoa Classroom is committed to ensuring that all users, including those with disabilities, can access and benefit from the Services equally.

4.5.2 Users shall not introduce, upload, or distribute content that creates accessibility barriers or discriminates against others based on disability, race, color, gender, religion, national origin, or age.

4.5.3 Requests for accessibility accommodations, technical assistance, or alternative formats shall be directed to info@cocoaclassroom.com and will be addressed in accordance with **WCAG 2.1 AA**, **ADA**, and **Section 508** standards.

4.6 Content Conduct and Community Standards

4.6.1 Users agree not to submit or post any content that is defamatory, obscene, harassing, or otherwise inconsistent with Cocoa Classroom's educational purpose.

4.6.2 The following are strictly prohibited:

- Uploading malicious code or files that may compromise platform security;
- Using the Services to solicit personal information from minors;
- Plagiarizing, misrepresenting, or falsifying educational materials or results;

- Engaging in cyberbullying, discrimination, or harassment of any user.

4.6.3 Cocoa Classroom reserves the right to remove or disable access to any content or account that violates this section, with or without notice, in accordance with **COPPA**, **FERPA**, and **GDPR Articles 5 & 6**.

4.7 Reporting Violations

4.7.1 Users may report violations of these Terms or incidents of misconduct to **legal@cocoaclassroom.com**.

4.7.2 Reports involving potential harm to minors will be investigated promptly and, where required by law, reported to appropriate authorities or institutions under **FERPA § 99.36** (health and safety exception).

4.8 Enforcement and Remedies

4.8.1 Violation of this Section may result in suspension or permanent termination of the User's Account, removal of content, reporting to educational authorities, or legal action.

4.8.2 Cocoa Classroom reserves the right to cooperate with law enforcement and educational institutions as necessary to protect the safety and rights of users and maintain compliance with applicable law.

5. Educational Data and Privacy

5.1 Purpose and Scope

5.1.1 This Section governs the collection, use, disclosure, and protection of **Personal Information** and **Educational Records** processed through the Services.

5.1.2 Cocoa Classroom collects and processes user data only to provide educational functionality, maintain platform security, comply with legal obligations, and enhance user learning experiences.

5.2 Categories of Information Collected

Cocoa Classroom may collect the following categories of information, as permitted by applicable law:

- (a) **Account Information** — name, email address, password, role type (Parent, Student, Teacher, or Administrator), and institutional affiliation.
 - (b) **Educational Content Data** — assignments, lessons, quiz responses, progress tracking, performance analytics, and user-generated educational materials.
 - (c) **Device and Technical Data** — IP address, browser type, device identifiers, operating system, and diagnostic logs to maintain service integrity.
 - (d) **Communication Data** — messages, support requests, or feedback submitted through the Services.
 - (e) **Parental Consent Records** — verification timestamps and consent audit trails as required under **COPPA §312.5(c)**.
 - (f) **Accessibility Preferences** — user settings or assistive technology data collected to ensure compliance with **WCAG 2.1**, **ADA**, and **Section 508** standards.
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5.3 Lawful Bases for Processing (GDPR Article 6)

Cocoa Classroom processes Personal Information under one or more of the following lawful bases:

- **Consent:** When a parent, guardian, or user provides explicit consent for data collection or specific educational features.
 - **Contractual Necessity:** To perform obligations under a user or institutional agreement.
 - **Legal Obligation:** To comply with federal or state education, privacy, or accessibility laws.
 - **Legitimate Educational Interest:** When processing is necessary for delivering instruction or assessing learning outcomes, consistent with **FERPA §99.31(a)(1)**.
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5.4 Data Minimization and Purpose Limitation

5.4.1 Cocoa Classroom collects only the minimum information necessary to achieve the educational purpose of each feature.

5.4.2 Personal Information shall not be repurposed for behavioral advertising, profiling, or unrelated commercial use.

5.4.3 Data collected for accessibility customization (such as font size or color contrast settings) shall be used solely for accessibility improvement and not for analytics or tracking.

5.5 Educational Records and FERPA Compliance

5.5.1 All data created or maintained on behalf of an educational institution are treated as **Educational Records** under **FERPA**.

5.5.2 Cocoa Classroom acts as a **School Official** with legitimate educational interest and may access student information only to provide contracted services.

5.5.3 Disclosure of Educational Records shall not occur without written consent from the parent or eligible student, except under FERPA-authorized exceptions (e.g., health and safety emergencies, audits, or legal compliance).

5.5.4 Parents and eligible students may inspect, review, and request correction of their records at any time. Requests may be submitted to **privacy@cocoaclassroom.com** and will be addressed within forty-five (45) days in accordance with **34 C.F.R. §99.10**.

5.6 Children's Data Protection (COPPA Compliance)

5.6.1 Cocoa Classroom does not knowingly collect Personal Information from children under 13 without verifiable parental consent.

5.6.2 All data collected from children are used strictly for educational purposes and are never shared with third parties for advertising or marketing.

5.6.3 Parents may revoke consent and request deletion of their child's information at any time, pursuant to **COPPA §312.6(a)(2)**.

5.6.4 In cases where Cocoa Classroom provides services to an educational institution, the institution is deemed to have obtained parental consent on behalf of the parent, as permitted under **FTC COPPA Guidance (2013)**.

5.7 User Rights Under GDPR

Users located within the EU/EEA possess the following rights under **GDPR Articles 12–23**:

- **Right of Access:** To obtain a copy of Personal Information held about them.
- **Right to Rectification:** To correct inaccurate or incomplete data.
- **Right to Erasure ("Right to be Forgotten"):** To request deletion of Personal Information under Article 17.
- **Right to Restriction of Processing:** To limit the use of their data under certain conditions.

- **Right to Data Portability:** To receive a copy of their data in a structured, machine-readable format.
- **Right to Object:** To object to processing based on legitimate interests.

Requests should be sent to the **Data Protection Officer** at privacy@cocoaclassroom.com. Cocoa Classroom will respond within thirty (30) days, subject to verification of identity and jurisdiction.

5.8 Data Retention and Deletion

5.8.1 Personal Information shall be retained only for as long as necessary to fulfill the educational purpose for which it was collected, comply with legal obligations, or resolve disputes.

5.8.2 Upon account deletion or parental request, Cocoa Classroom will permanently delete or anonymize Personal Information, except where retention is required by law (e.g., FERPA recordkeeping obligations or GDPR Article 17(3)).

5.8.3 Backup copies may persist for up to ninety (90) days for disaster recovery, after which they will be securely purged.

5.9 Data Security Measures

5.9.1 Cocoa Classroom employs appropriate administrative, technical, and physical safeguards, including encryption at rest and in transit, access controls, and periodic security audits.

5.9.2 In the event of a data breach affecting Personal Information, Cocoa Classroom shall notify affected users and relevant supervisory authorities without undue delay, and within seventy-two (72) hours where required by **GDPR Article 33**.

5.9.3 Cocoa Classroom personnel receive regular training in FERPA, COPPA, and GDPR compliance, as well as accessibility and non-discrimination obligations under **ADA Title III** and **Section 508**.

5.10 Accessibility of Privacy Communications

5.10.1 All privacy notices and communications shall be made available in accessible formats consistent with **WCAG 2.1 Level AA** standards.

5.10.2 Users with disabilities may request these materials in alternative formats (large print, Braille, audio, or electronic text) by contacting info@cocoaclassroom.com.

5.10.3 Cocoa Classroom ensures that consent interfaces, privacy controls, and dashboards are fully navigable via screen readers and keyboard access.

5.11 Third-Party Data Processors

5.11.1 Cocoa Classroom may engage vetted third-party service providers (e.g., cloud hosting, analytics, communication platforms) who act as **Processors** under written data protection agreements.

5.11.2 All third-party processors must adhere to data protection obligations equivalent to those in this Section and may not use or disclose information for any purpose other than to perform their contractual duties.

5.11.3 Cocoa Classroom maintains a list of authorized subprocessors available upon request to institutional clients.

5.12 International Data Transfers

5.12.1 For users in the European Union, Cocoa Classroom ensures that any transfer of Personal Information to the United States or other jurisdictions is conducted under **Standard Contractual Clauses (SCCs)** or another lawful transfer mechanism approved by the European Commission.

5.12.2 Cocoa Classroom shall take all necessary steps to maintain adequate safeguards in compliance with **GDPR Chapter V**.

5.13 Parental and Institutional Control

5.13.1 Parents and institutions retain ultimate control over the data of Child Accounts under their supervision.

5.13.2 Cocoa Classroom provides dashboards enabling authorized parties to:

- view, download, or delete student data;
 - monitor educational progress; and
 - manage consents, accessibility preferences, and data-sharing permissions.
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6. Accessibility and Inclusive Design Commitment

6.1 Purpose

6.1.1 Cocoa Classroom LLC (“Cocoa Classroom”) is committed to ensuring that all users—regardless of ability, disability, or assistive technology—can access, navigate, and fully participate in its Services.

6.1.2 This commitment reflects Cocoa Classroom’s compliance with the **Web Content Accessibility Guidelines (WCAG 2.1 Level AA)**, the **Americans with Disabilities Act (ADA)**, and **Section 508 of the Rehabilitation Act**, as well as the company’s broader mission to promote inclusive education.

6.2 Equal Access and Non-Discrimination

6.2.1 Cocoa Classroom shall not exclude or discriminate against any user on the basis of disability, race, color, religion, national origin, gender, age, or other protected characteristics.

6.2.2 All educational features, account workflows, games, lessons, assessments, and communication tools are designed to be perceivable, operable, understandable, and robust in accordance with **WCAG 2.1 Level AA** success criteria.

6.2.3 Cocoa Classroom will make reasonable modifications to policies, practices, and procedures where necessary to provide equal access, except where such modifications would fundamentally alter the nature of the Services.

6.3 Accessibility Features

Cocoa Classroom implements the following accessibility features:

- **Keyboard Navigation:** Full support for navigating, selecting, and submitting through keyboard-only interaction.
- **Screen Reader Compatibility:** All critical content is accessible using modern screen readers (e.g., NVDA, VoiceOver).
- **Contrast and Text Controls:** Adjustable contrast, text resizing, and color-blind-safe palettes.
- **Closed Captioning and Transcripts:** For multimedia lessons and live content.
- **Alternative Text:** For all non-decorative images, icons, and graphics.

- **Accessible Forms and Inputs:** Proper labeling, error identification, and focus indicators.
 - **Skip Links and ARIA Landmarks:** To facilitate quick navigation for assistive technologies.
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6.4 Accessibility Feedback and Requests

6.4.1 Users who encounter barriers or require accommodations may contact Cocoa Classroom using any of the following methods:

- **Email:** info@cocoaclassroom.com
- **Mail:** Cocoa Classroom LLC, 649 Deer Springs Way, Ste 120-154, North Las Vegas, NV 89086
- **Telephone:** (702) 825-0574

6.4.2 Cocoa Classroom shall acknowledge accessibility inquiries within ten (10) business days and provide a response or resolution within a reasonable period consistent with **ADA** and **Section 508** procedural requirements.

6.4.3 Users may request educational materials or legal documents in alternative formats, including large print, Braille, accessible PDF, or audio versions, at no additional cost.

6.5 Ongoing Evaluation and Testing

6.5.1 Cocoa Classroom conducts regular automated and manual accessibility audits at least annually, or upon significant platform updates.

6.5.2 Accessibility testing includes:

- Automated WCAG 2.1 AA scans using industry-standard tools;
 - Manual testing by assistive-technology users; and
 - Usability evaluations by individuals with diverse disabilities.
- 6.5.3 Identified barriers shall be prioritized for remediation according to severity and educational impact.

6.6 Accessibility in Third-Party Integrations

6.6.1 Cocoa Classroom requires that third-party content providers, plugins, and service vendors used within the platform meet **WCAG 2.1 AA** and **Section 508** conformance standards.

6.6.2 Cocoa Classroom shall not be responsible for accessibility barriers created by third-party websites or external tools outside its operational control but will provide alternative solutions when feasible.

6.7 Inclusive Design Principles

6.7.1 Cocoa Classroom follows inclusive design practices in all product development, including:

- Early consideration of accessibility in design and testing;
- User research with learners of varying abilities and backgrounds;
- Universal design of gamified features and educational interfaces; and
- Plain-language content for users with cognitive disabilities.

6.7.2 Training is provided annually to Cocoa Classroom employees, designers, and developers on accessibility best practices, disability etiquette, and inclusive content creation.

6.8 Reporting and Compliance Review

6.8.1 Cocoa Classroom maintains internal accessibility documentation, including audits, remediation logs, and WCAG compliance reports.

6.8.2 If a user believes Cocoa Classroom has failed to provide reasonable accommodation or accessible content, they may submit a formal complaint to:

- **Accessibility Compliance Officer** – Cocoa Classroom LLC
Email: info@cocoaclassroom.com

6.8.3 Complaints will be documented, investigated, and resolved consistent with **ADA Title III dispute resolution** standards.

6.9 Accessibility as a Condition of Use

6.9.1 By using the Services, Users agree to respect and uphold accessibility principles and refrain from introducing inaccessible materials or discriminatory barriers (e.g., uploading images without alternative text or using inaccessible file formats).

6.9.2 Cocoa Classroom reserves the right to modify, remove, or reformat user-submitted content to maintain accessibility compliance without prior notice, where such action is necessary to ensure equal access.

6.10 Transparency and Continuous Improvement

6.10.1 Cocoa Classroom publishes its most recent Accessibility Statement and conformance status at <https://cocoaclassroom.com/accessibility>.

6.10.2 The Accessibility Statement includes details on testing methods, compliance level, and known limitations, consistent with **WCAG 2.1 AA** conformance reporting standards.

6.10.3 Cocoa Classroom's commitment to accessibility is a continuing process, and all feedback is welcomed to improve inclusivity across future releases.

7. Content Ownership and Intellectual Property

7.1 Ownership of the Services

7.1.1 All content, materials, source code, designs, trademarks, text, images, audio, video, games, software, documentation, user interfaces, and associated intellectual property contained in or comprising the Services (collectively, the "**Cocoa Classroom Materials**") are and shall remain the exclusive property of **Cocoa Classroom LLC** and its licensors.

7.1.2 The Cocoa Classroom name, logo, platform design, gamification elements, and all proprietary instructional systems are protected under **U.S. and international copyright, trademark, and trade secret laws**.

7.1.3 Except as expressly permitted under these Terms, no User may copy, reproduce, republish, transmit, distribute, or create derivative works from Cocoa Classroom Materials without the prior written consent of Cocoa Classroom LLC.

7.2 License to Use the Services

7.2.1 Subject to compliance with these Terms, Cocoa Classroom grants each User a **limited, non-exclusive, non-transferable, revocable license** to access and use the Services solely for lawful educational and personal learning purposes.

7.2.2 This license does not convey any right, title, or interest in Cocoa Classroom's intellectual property and may be revoked at any time for breach or misuse.

7.2.3 Institutional accounts may be subject to separate license or subscription agreements that further govern the use and redistribution of educational content.

7.3 User-Generated Content

7.3.1 **User Content** includes, but is not limited to, lesson plans, assignments, written submissions, quiz items, feedback, and other materials created or uploaded by Users through the Services.

7.3.2 By submitting User Content, you grant Cocoa Classroom a **worldwide, non-exclusive, royalty-free, limited license** to store, process, reproduce, and display such content for the purpose of operating and improving the Services, fulfilling educational activities, and complying with legal obligations.

7.3.3 Cocoa Classroom shall not use User Content for marketing, resale, or unrelated commercial purposes without prior consent.

7.3.4 You retain ownership of all intellectual property rights you hold in User Content, subject to the license granted herein.

7.4 AI-Generated Educational Content

7.4.1 Cocoa Classroom utilizes artificial intelligence and algorithmic tools to generate lessons, exercises, assessments, and gamified experiences ("**AI-Generated Educational Content**").

7.4.2 All AI-Generated Educational Content is owned by Cocoa Classroom LLC and licensed to Users for educational use under the same non-exclusive license described in Section 7.2.

7.4.3 AI-Generated Educational Content may not be reproduced, redistributed, or modified for commercial sale, publication, or non-educational use without written permission from Cocoa Classroom.

7.4.4 While Cocoa Classroom strives for accuracy and age-appropriateness, AI-Generated Educational Content is provided "**as is**" and should be reviewed by educators or parents prior

to classroom use. Cocoa Classroom disclaims liability for reliance on automated outputs, consistent with **GDPR Recital 71** on automated decision-making transparency.

7.5 Respect for Copyright and Fair Use

7.5.1 Users may incorporate publicly available or licensed educational materials into their lessons or assignments, provided such use complies with applicable copyright law and fair use principles under **17 U.S.C. §107**.

7.5.2 Users agree not to upload or distribute content that infringes on any third-party copyright, trademark, or proprietary rights.

7.5.3 Cocoa Classroom reserves the right to remove any infringing content or terminate the account of repeat infringers in accordance with the **Digital Millennium Copyright Act (DMCA)**.

7.6 DMCA Compliance

7.6.1 If you believe that any content available through the Services infringes your copyright, you may submit a written notice in accordance with the **DMCA (17 U.S.C. §512)** to:

DMCA Agent

Cocoa Classroom LLC
649 Deer Springs Way, Ste 120-154
North Las Vegas, NV 89086
Email: legal@cocoaclassroom.com

7.6.2 The notice must include the following information:

- Identification of the copyrighted work claimed to have been infringed;
- Identification of the material claimed to be infringing and its location on the platform;
- Your contact information;
- A statement that you have a good-faith belief that the use is not authorized by the copyright owner or the law;
- A statement, under penalty of perjury, that the information in the notice is accurate; and
- Your physical or electronic signature.

7.6.3 Cocoa Classroom will promptly review and respond to DMCA notices and may remove or restrict access to the allegedly infringing content while investigating the claim.

7.7 Trademarks and Branding

7.7.1 “Cocoa Classroom,” its logo, “Cocoa Beans” gamification brand, and all associated graphics, names, and slogans are trademarks or service marks owned by Cocoa Classroom LLC.

7.7.2 Unauthorized use of these trademarks in connection with any product or service not provided by Cocoa Classroom, or in a manner likely to cause confusion, dilution, or misrepresentation, is strictly prohibited.

7.8 Institutional Content Licensing

7.8.1 Educational institutions that license Cocoa Classroom for classroom or group use may integrate platform content into their local curriculum, provided attribution is given and content is not redistributed beyond the scope of the license.

7.8.2 Institutional users may not remove copyright notices, watermarks, or proprietary marks from Cocoa Classroom Materials.

7.9 Feedback and Submissions

7.9.1 Users may voluntarily submit suggestions, feedback, or ideas for improvement (“**Feedback**”).

7.9.2 By providing Feedback, you grant Cocoa Classroom a perpetual, irrevocable, royalty-free license to use such Feedback for any lawful purpose, including improvement of the Services, without obligation to compensate you.

7.10 Survival

All intellectual property rights, ownership provisions, and license restrictions under this Section shall survive termination of the Terms or closure of any Account.

8. Acceptable Use and Platform Integrity

8.1 Purpose

8.1.1 This Section governs all conduct and activity within Cocoa Classroom's digital environments, including websites, mobile applications, games, and communication features.

8.1.2 The objective of these rules is to ensure that all Users—students, parents, educators, and administrators—engage responsibly, securely, and respectfully while maintaining the educational purpose of the Services.

8.2 General Prohibitions

Users shall **not** engage in any activity that:

- (a) Violates these Terms, applicable law, or any third-party rights;
 - (b) Interferes with or disrupts the normal operation of the Services or its servers;
 - (c) Attempts to gain unauthorized access to systems, networks, or data;
 - (d) Circumvents, disables, or interferes with security features or authentication measures;
 - (e) Uses automated systems (e.g., bots, crawlers, scrapers) to extract data or perform actions without authorization;
 - (f) Uploads, transmits, or distributes any virus, malware, or malicious code;
 - (g) Attempts to collect or store personal data about other Users, particularly minors, in violation of **COPPA**, **FERPA**, or **GDPR**;
 - (h) Posts or transmits content that is threatening, abusive, defamatory, obscene, harassing, discriminatory, or otherwise harmful; or
 - (i) Uses the Services for any commercial, advertising, or solicitation purpose without written authorization.
-

8.3 Protection of Minors

8.3.1 Cocoa Classroom enforces a **zero-tolerance policy** for conduct that endangers, exploits, or targets minors.

8.3.2 The following behaviors are strictly prohibited:

- Soliciting or exchanging personal contact information with a minor;
- Attempting to communicate with a child user outside of authorized educational activities;

- Sharing or posting inappropriate materials, including content of a violent, sexual, or suggestive nature; and
- Using student data for marketing, profiling, or behavioral tracking.

8.3.3 Violations of this section may be reported to law enforcement or child protection authorities as required by **COPPA §312.10**, **FERPA §99.36**, or other applicable laws.

8.4 Academic Integrity

8.4.1 Users agree to uphold honesty, fairness, and integrity in all educational activities conducted through the platform.

8.4.2 Prohibited actions include, but are not limited to:

- Submitting another person's work as one's own;
- Using unauthorized materials or tools during assessments;
- Plagiarizing, copying, or falsifying answers, lessons, or projects;
- Misrepresenting performance data or identity.

8.4.3 Cocoa Classroom reserves the right to suspend or revoke platform privileges in response to verified academic misconduct.

8.5 Accessibility Integrity

8.5.1 Users must not take actions that compromise accessibility for others. Examples include:

- Uploading untagged images or PDFs that fail WCAG 2.1 standards;
- Disabling alt-text, captions, or accessibility features in shared materials; or
- Creating visual or auditory distractions that prevent inclusive participation.

8.5.2 Cocoa Classroom may modify, reformat, or remove content that creates accessibility barriers in order to maintain compliance with **ADA Title III** and **Section 508**.

8.6 Data and Security Obligations

8.6.1 Users are responsible for maintaining the confidentiality of login credentials and ensuring that access to their Accounts is secure.

8.6.2 Users shall immediately report any suspected unauthorized access, phishing, or data breach to **security@cocoaclassroom.com**.

8.6.3 Cocoa Classroom employs layered security controls, encryption, and access auditing consistent with industry standards (ISO/IEC 27001) and **GDPR Article 32** on data security.

8.7 Misuse of Communication Features

8.7.1 Users shall not use messaging tools, discussion boards, or comment features for:

- Spam or promotional messages;
- Bullying, harassment, or hate speech;
- Sharing personal data or login credentials;
- Disseminating false or misleading information.

8.7.2 Cocoa Classroom moderates communications using automated and human review to ensure safety and educational value, in accordance with **COPPA** and **FERPA** data minimization principles.

8.8 Automated Systems and API Usage

8.8.1 The use of automated scripts, bots, or external API integrations requires prior written authorization from Cocoa Classroom.

8.8.2 Unauthorized scraping or data extraction may result in immediate termination and potential civil or criminal liability under the **Computer Fraud and Abuse Act (18 U.S.C. §1030)**.

8.9 Enforcement and Monitoring

8.9.1 Cocoa Classroom reserves the right to monitor user activity, audit accounts, or restrict access to ensure compliance with these Terms, platform integrity, and data protection requirements.

8.9.2 Monitoring shall be limited to the extent necessary to maintain educational safety and

security and shall comply with applicable privacy and student protection laws.

8.9.3 Cocoa Classroom may temporarily or permanently suspend any Account that:

- violates these Terms,
 - endangers others, or
 - interferes with platform operation.
-

8.10 Reporting Violations

8.10.1 Users may report violations or suspicious activity by contacting:

- **Email:** legal@cocoaclassroom.com
- **Telephone:** (702) 825-0574
- **Mail:** Cocoa Classroom LLC, 649 Deer Springs Way, Ste 120-154, North Las Vegas, NV 89086

8.10.2 Reports will be reviewed promptly. Confirmed violations will be addressed through suspension, termination, or escalation to appropriate authorities.

8.11 Remedies and Legal Action

8.11.1 Cocoa Classroom reserves all rights to seek legal remedies for violations of this Section, including injunctive relief, damages, and recovery of costs and attorney's fees.

8.11.2 Cocoa Classroom may cooperate fully with law enforcement agencies or educational institutions during investigations involving potential violations, consistent with **FERPA's health and safety exception (§99.36)** and **GDPR Article 23(1)(d)**.

9. Payments, Subscriptions, and Refund Policy

9.1 Overview

9.1.1 Cocoa Classroom offers both free and paid tiers of access to the Services, including individual parent plans, educator subscriptions, and institutional licenses.

9.1.2 By purchasing or subscribing to any paid Service, you agree to pay all applicable fees as described at the time of purchase and to be bound by this Section of the Terms.

9.2 Payment Authorization

9.2.1 Users must provide accurate and current payment information (such as credit card or digital wallet details) to complete subscription or renewal transactions.

9.2.2 By submitting payment details, you authorize Cocoa Classroom LLC or its designated payment processors to charge your selected payment method for all recurring and one-time fees associated with your Account.

9.2.3 Cocoa Classroom uses PCI DSS-compliant payment processors to handle financial data and does not store full credit card numbers or security codes on its servers.

9.3 Pricing and Taxes

9.3.1 All prices for Services are quoted in U.S. Dollars (USD) unless otherwise specified.

9.3.2 Cocoa Classroom reserves the right to modify pricing or introduce new fees, provided that Users are notified in advance through email or in-app notice.

9.3.3 Prices are exclusive of applicable sales, VAT, or other taxes, which may be added based on jurisdiction.

9.4 Subscription Term and Renewal

9.4.1 Paid subscriptions renew automatically at the end of each billing cycle (monthly, quarterly, or annually, as applicable) unless canceled prior to renewal.

9.4.2 Renewal fees will be charged to the same payment method used for the initial subscription unless the User updates payment details before the renewal date.

9.4.3 Cocoa Classroom will provide notice of upcoming renewals in accordance with applicable consumer protection laws, including **GDPR Recital 42** and **FTC Automatic Renewal Rules**.

9.5 Cancellation by User

9.5.1 Users may cancel subscriptions at any time by accessing the Account dashboard or by contacting billing@cocoaclassroom.com.

9.5.2 Cancellations take effect at the end of the current billing cycle, and Users will retain

access until the expiration of the paid period.

9.5.3 Upon cancellation, no further charges will occur, but previously processed payments will not be automatically refunded except as described in Section 9.6.

9.6 Refund Policy

9.6.1 Cocoa Classroom strives for transparency and fairness in billing. Refunds are available under the following conditions:

- A duplicate payment was processed in error;
- A technical malfunction or service outage prevented access to paid features for a prolonged period; or
- A statutory right of withdrawal applies (see Section 9.7).

9.6.2 Refund requests must be submitted in writing within **fourteen (14) calendar days** of the original transaction date to **billing@cocoaclassroom.com**.

9.6.3 Approved refunds will be processed to the original payment method within **ten (10) business days** of approval.

9.7 Right of Withdrawal (GDPR and EU Consumers)

9.7.1 Users residing in the European Union have the right to withdraw from a paid subscription or digital service agreement within **fourteen (14) days** of purchase without providing any reason, in accordance with **GDPR Recital 42** and **Directive (EU) 2011/83 on Consumer Rights**.

9.7.2 To exercise this right, EU Users must submit a written withdrawal request to **privacy@cocoaclassroom.com** or by mail to:

Cocoa Classroom LLC

649 Deer Springs Way, Ste 120-154

North Las Vegas, NV 89086

9.7.3 Refunds will be issued in full if the service has not been materially used or accessed during the withdrawal period.

9.8 Institutional Licensing and Invoicing

9.8.1 Educational institutions, cooperatives, and other organizations purchasing group licenses are subject to the terms of a separate licensing agreement, including invoicing and payment terms specified therein.

9.8.2 Institutional invoices must be paid within **thirty (30) days** of issuance unless otherwise stated in the agreement.

9.8.3 Cocoa Classroom reserves the right to suspend institutional access for nonpayment beyond sixty (60) days.

9.9 Currency Conversion and International Fees

9.9.1 Users located outside the United States acknowledge that currency conversion or foreign transaction fees may be charged by their bank or card issuer.

9.9.2 Cocoa Classroom shall not be liable for any such additional fees, and Users are encouraged to verify exchange rates before completing international payments.

9.10 Failed Payments and Account Suspension

9.10.1 In the event of a failed or declined payment, Cocoa Classroom may:

- Suspend access to paid features;
- Retry the payment up to three (3) times within a fifteen (15)-day period; and
- Notify the User via email to update payment information.

9.10.2 Failure to resolve payment issues within this period may result in cancellation of the subscription and conversion to a limited-access free account.

9.11 Chargebacks and Disputes

9.11.1 Users agree to first contact **billing@cocoaclassroom.com** to resolve any billing dispute prior to initiating a chargeback with their payment provider.

9.11.2 Unauthorized or bad-faith chargebacks may result in immediate account suspension and referral to collections or legal action.

9.12 Financial Data Protection

9.12.1 Cocoa Classroom adheres to strict financial data protection protocols, including:

- TLS/SSL encryption for all payment transactions;
- Tokenization of stored payment data through secure processors;
- Annual PCI DSS compliance review; and
- Minimal retention of personal financial identifiers.

9.12.2 All payment processing complies with **GDPR Article 32 (Security of Processing)** and applicable **FTC data safeguard rules**.

9.13 Accessibility in Billing and Payment

9.13.1 Cocoa Classroom ensures that all billing interfaces, forms, and payment confirmation screens conform to **WCAG 2.1 Level AA** accessibility standards.

9.13.2 Users with disabilities may request accessible billing statements or invoices in alternative formats by contacting info@cocoaclassroom.com.

9.14 Changes to Fees or Billing Terms

9.14.1 Cocoa Classroom reserves the right to adjust pricing or modify billing terms at any time with at least **thirty (30) days' notice** provided to active subscribers.

9.14.2 Continued use of paid Services following such notice constitutes acceptance of the revised terms.

10. Data Security and Retention

10.1 Purpose

10.1.1 Cocoa Classroom LLC ("Cocoa Classroom") implements and maintains robust technical, organizational, and administrative safeguards to protect the integrity, confidentiality, and availability of all **Personal Information** and **Educational Records** processed through its Services.

10.1.2 These safeguards are designed to meet or exceed the requirements of the **Family Educational Rights and Privacy Act (FERPA)**, the **Children's Online Privacy Protection Act**

(COPPA), the **General Data Protection Regulation (GDPR)**, the **Americans with Disabilities Act (ADA)**, and **Section 508** accessibility and security-related provisions.

10.2 Security Management Framework

10.2.1 Cocoa Classroom maintains an information security management framework based on **ISO/IEC 27001** and **NIST SP 800-53** controls, including:

- Data classification and access control policies;
- Role-based user permissions;
- Multi-factor authentication for administrative access;
- Logging and audit trails for all data interactions; and
- Annual penetration and vulnerability testing.

10.2.2 All employees and contractors with data access privileges are subject to confidentiality agreements, background verification (as permitted by law), and ongoing privacy/security training.

10.3 Encryption and Storage Standards

10.3.1 All Personal Information and Educational Records are protected using industry-standard encryption:

- **In transit:** Transport Layer Security (TLS 1.2 or higher);
- **At rest:** AES-256 bit encryption or equivalent.

10.3.2 Encryption keys are securely managed and rotated in accordance with internal key-management policies.

10.3.3 Sensitive data stored on mobile devices or local caches is automatically cleared after user logout or session expiration.

10.4 Access Controls and Authentication

10.4.1 Access to user data is restricted to authorized personnel who require such access to perform their duties.

10.4.2 Accounts are protected through password-strength requirements, login attempt throttling, and optional multi-factor authentication.

10.4.3 Institutional and parent administrators may assign or revoke user roles to maintain compliance with **FERPA §99.31(a)(1)** and **GDPR Article 25 (Data Protection by Design and by Default)**.

10.5 Data Retention Policy

10.5.1 Cocoa Classroom retains Personal Information and Educational Records only for as long as necessary to:

- Provide and support the Services;
- Comply with legal obligations and institutional recordkeeping requirements;
- Resolve disputes and enforce agreements; or
- Fulfill retention timelines mandated by applicable education laws.

10.5.2 Default retention periods:

- **Active Accounts:** Data retained for the duration of the subscription or institutional agreement.
- **Inactive Accounts:** Data retained for up to **twelve (12) months** after inactivity unless earlier deletion is requested.
- **Backups:** Securely maintained for up to **ninety (90) days** solely for disaster recovery.

10.5.3 Upon termination or deletion, all Personal Information shall be permanently deleted or anonymized, except where retention is required by law (e.g., **FERPA §99.31** record-keeping or **GDPR Article 17(3)(b)** legal obligation).

10.6 Data Disposal and Destruction

10.6.1 When retention periods expire, Cocoa Classroom securely destroys data using NIST-approved sanitization methods (e.g., NIST SP 800-88 Rev. 1).

10.6.2 Hard copy materials, if any, are shredded or incinerated under supervision.

10.7 Breach Detection and Incident Response

10.7.1 Cocoa Classroom maintains an incident response plan to detect, contain, and remediate security incidents.

10.7.2 In the event of a confirmed breach involving Personal Information or Educational Records, Cocoa Classroom will:

- Notify affected users and, where applicable, educational institutions **without undue delay**, and
- Notify supervisory authorities within **72 hours** of discovery if required under **GDPR Article 33**.

10.7.3 Notifications will include the nature of the breach, categories of data affected, remedial measures taken, and contact information for follow-up.

10.8 FERPA and Institutional Security Obligations

10.8.1 Cocoa Classroom acts as a **School Official** under **FERPA** and ensures that data access is limited to legitimate educational interest.

10.8.2 Institutions using the Services are responsible for enforcing their own internal access controls and must promptly report any suspected unauthorized disclosure of student information.

10.8.3 Cocoa Classroom provides audit logs and reporting tools to assist institutions in meeting their FERPA compliance obligations.

10.9 GDPR Security of Processing

10.9.1 Consistent with **GDPR Article 32**, Cocoa Classroom implements appropriate measures to:

- Ensure ongoing confidentiality, integrity, and resilience of systems;

- Restore availability and access in a timely manner following an incident; and
- Regularly test and evaluate technical and organizational security effectiveness.

10.9.2 Cocoa Classroom conducts Data Protection Impact Assessments (DPIAs) for high-risk processing activities and maintains a **Record of Processing Activities (ROPA)**.

10.10 Subprocessors and Third-Party Security

10.10.1 Cocoa Classroom engages third-party subprocessors only under written data-processing agreements requiring equivalent security, confidentiality, and compliance standards.

10.10.2 A current list of subprocessors is maintained and made available upon request to institutional clients.

10.10.3 Subprocessors are periodically audited for adherence to **GDPR Article 28(3)** requirements.

10.11 Accessibility and Security Transparency

10.11.1 All security notifications, account alerts, and breach communications will be provided in formats accessible to users with disabilities, consistent with **WCAG 2.1 Level AA, ADA, and Section 508**.

10.11.2 Users may request security documentation or plain-language summaries in alternate accessible formats (e.g., large text, audio, or Braille) via **info@cocoaclassroom.com**.

10.12 User Responsibilities

10.12.1 Users are responsible for implementing reasonable security measures on their own devices, including:

- Installing current operating system and browser updates;
- Using reputable antivirus and firewall software; and
- Avoiding the reuse of passwords across multiple services.

10.12.2 Cocoa Classroom shall not be liable for breaches resulting from negligence or insecure end-user practices beyond its reasonable control.

10.13 Continuous Monitoring and Improvement

10.13.1 Cocoa Classroom performs ongoing monitoring of systems and conducts annual third-party security assessments.

10.13.2 Security procedures are reviewed at least annually and after any major system change to ensure compliance with emerging threats, regulatory updates, and technological advancements.

11. Third-Party Services and Integrations

11.1 Purpose

11.1.1 Cocoa Classroom LLC (“Cocoa Classroom”) may integrate or interoperate with third-party tools, applications, plug-ins, or services (“**Third-Party Services**”) to enhance educational functionality, communication, or administrative efficiency.

11.1.2 This Section governs how such integrations operate, how data is shared, and what responsibilities apply to Users, Institutions, and third-party providers.

11.2 Nature of Third-Party Integrations

11.2.1 Examples of Third-Party Services that may be used within Cocoa Classroom include:

- Learning management systems (LMS) or single-sign-on (SSO) authentication platforms;
- Video-conferencing tools used for virtual classrooms;
- Cloud storage or assignment submission tools;
- Communication, grading, or analytics applications; and
- Accessibility or translation plug-ins.

11.2.2 Integration with any Third-Party Service will occur only to the extent necessary to deliver contracted educational functionality.

11.3 User Authorization and Control

11.3.1 Where a Third-Party Service requires the exchange of data (e.g., user credentials, lesson content, or analytics), Cocoa Classroom shall first provide clear notice and obtain explicit consent from the User, Parent, or Institutional Administrator, as applicable.

11.3.2 Users may manage integration permissions from their Account dashboard and revoke access at any time.

11.3.3 Revocation of permission will not affect processing already completed prior to revocation but will prevent future data transfers.

11.4 Third-Party Service Providers as Processors

11.4.1 Cocoa Classroom may engage vetted third-party service providers who act as **Processors** under **GDPR Article 28(3)** and **School Officials** under **FERPA §99.31(a)(1)**.

11.4.2 All Processors are bound by written data-processing agreements that:

- Limit processing to specific, lawful educational purposes;
- Require compliance with **FERPA**, **COPPA**, and **GDPR** security obligations; and
- Prohibit secondary use, profiling, or marketing based on user data.

11.4.3 Cocoa Classroom maintains a current list of subprocessors and their functions, available upon written request to **privacy@cocoaclassroom.com**.

11.5 Data-Sharing Principles

11.5.1 Cocoa Classroom does not sell, rent, or trade Personal Information or Educational Records to any third party.

11.5.2 Any data shared with Third-Party Services shall adhere to the following principles:

- **Purpose Limitation:** Shared only for defined educational or administrative needs;
- **Data Minimization:** Restricted to the minimum necessary information;
- **Security Assurance:** Protected through encryption and secure API connections; and

- **Lawful Basis:** Conducted under **GDPR Article 6(1)** and applicable U.S. privacy statutes.

11.5.3 Cocoa Classroom periodically audits integration partners to verify ongoing compliance with these principles.

11.6 Institutional Responsibility

11.6.1 Educational Institutions utilizing Third-Party Services in conjunction with Cocoa Classroom must ensure that:

- Each integration is covered by a valid institutional agreement;
- Parents or guardians are notified and consent where required by **COPPA**; and
- Data-sharing aligns with institutional **FERPA** policies and consent procedures.

11.6.2 Institutions remain Controllers of student data and are responsible for ensuring that their chosen integrations comply with applicable privacy laws.

11.7 Accessibility and Inclusive Design

11.7.1 Cocoa Classroom requires that Third-Party Services integrated into its platform meet or exceed **WCAG 2.1 Level AA**, **ADA**, and **Section 508** accessibility standards.

11.7.2 If a third-party component presents an accessibility barrier, Cocoa Classroom will provide an alternative accessible path or equivalent functionality whenever reasonably possible.

11.8 External Links and Resources

11.8.1 The Services may contain links to third-party websites or resources. Cocoa Classroom provides these links solely for convenience and educational value.

11.8.2 Cocoa Classroom is not responsible for the content, availability, or privacy practices of external sites. Access to such links is at the User's discretion and subject to the third-party's own terms and privacy policy.

11.9 International Data Transfers

11.9.1 When Third-Party Services are located outside the United States or the European Economic Area (EEA), Cocoa Classroom ensures that adequate safeguards are in place, such as:

- **Standard Contractual Clauses (SCCs)** approved by the European Commission;
- **Data Privacy Framework (DPF)** participation for U.S. entities; or
- Other recognized transfer mechanisms under **GDPR Chapter V**.

11.9.2 Users will be notified if any integration involves the transfer of data to a jurisdiction lacking an adequacy decision under **GDPR Article 45**.

11.10 Liability for Third-Party Services

11.10.1 Cocoa Classroom is not responsible for any acts, omissions, or data processing activities of third-party entities that are beyond its control or contractual supervision.

11.10.2 Use of Third-Party Services is at the User's or Institution's own risk and governed by that third party's terms and policies.

11.10.3 Cocoa Classroom shall not be liable for any damages, loss, or unauthorized disclosures arising from third-party breaches, provided Cocoa Classroom has exercised due diligence and contractual safeguards.

11.11 Updates and Disclosures

11.11.1 Cocoa Classroom maintains a **Third-Party Integration Disclosure** available on its Trust Center and Legal pages. This disclosure identifies all major integration categories and subprocessors.

11.11.2 Users will be notified via email or dashboard alert prior to any material changes to third-party partnerships that may affect their Personal Information.

11.12 Termination of Integrations

11.12.1 Cocoa Classroom may suspend or terminate any Third-Party Service integration that:

- Fails to maintain adequate data-protection measures;
- Introduces accessibility or security risks; or
- Violates these Terms or applicable law.

11.12.2 Upon termination, Cocoa Classroom shall ensure that any Personal Information previously shared is securely deleted or anonymized, consistent with **GDPR Article 28(3)(g)** and **FERPA** requirements.

11.13 Accessibility of Third-Party Notices

11.13.1 All third-party privacy and compliance notices provided to Users through Cocoa Classroom shall be made available in accessible formats consistent with **WCAG 2.1 Level AA** and **Section 508**.

11.13.2 Users may request accessible summaries of third-party data processing practices via info@cocoaclassroom.com.

12. International Use and Data Transfers

12.1 Purpose

12.1.1 Cocoa Classroom LLC (“Cocoa Classroom”) provides Services to users in multiple jurisdictions, including the United States, the European Union (EU), the European Economic Area (EEA), the United Kingdom (UK), and other international regions.

12.1.2 This Section explains how Cocoa Classroom complies with cross-border data protection laws and ensures the secure transfer, processing, and storage of Personal Information globally.

12.2 Data Hosting and Processing Location

12.2.1 Cocoa Classroom’s primary servers and data centers are located within the **United States**, with backup or regional processing facilities potentially located in other jurisdictions.

12.2.2 User data may be stored or processed in the country where it is collected, as well as in the United States or other jurisdictions in which Cocoa Classroom or its service providers maintain operations.

12.3 Lawful Basis for International Transfers

12.3.1 For Users located within the **EU/EEA**, Cocoa Classroom transfers Personal Information outside the EU only when a lawful transfer mechanism exists under **GDPR Chapter V**, including:

- **Adequacy Decisions** under **Article 45**, recognizing the destination country as providing adequate data protection;
- **Standard Contractual Clauses (SCCs)** under **Article 46**, ensuring equivalent safeguards;
- **Binding Corporate Rules (BCRs)** under **Article 47**, where applicable; or
- **Explicit User Consent** under **Article 49(1)(a)** when other safeguards do not apply.

12.3.2 Cocoa Classroom ensures that all third-party subprocessors located outside the EU/EEA are contractually bound to equivalent data protection standards, consistent with **GDPR Article 28(3)**.

12.4 U.S.–EU and U.S.–UK Data Privacy Framework

12.4.1 Cocoa Classroom participates in and complies with the principles of the **EU–U.S. Data Privacy Framework (DPF)** and the **UK Extension to the EU–U.S. DPF**, administered by the U.S. Department of Commerce.

12.4.2 This participation ensures that Personal Information transferred from the EU, EEA, or UK to the United States receives protection consistent with EU and UK data protection law.

12.4.3 In case of conflict between this policy and the DPF Principles, the DPF Principles shall govern.

12.4.4 To learn more about the DPF program or to verify Cocoa Classroom’s certification, users may visit the **U.S. Department of Commerce DPF List** at <https://www.dataprivacyframework.gov/>.

12.5 Cross-Border Institutional Relationships

12.5.1 For educational institutions located outside the United States that use Cocoa Classroom Services, data transfers are performed under **institution-to-processor contractual clauses** that meet the standards of **GDPR Article 46(2)(c)** or equivalent provisions under other international frameworks.

12.5.2 Cocoa Classroom shall not transfer any Educational Records or Personal Information

internationally without lawful authorization or the express consent of the Controller (institution or parent).

12.6 Rights of International Users

12.6.1 Users located outside the United States retain all rights afforded under their local data protection laws, including but not limited to:

- **Right of access, rectification, and erasure;**
- **Right to object** to certain types of processing or transfers; and
- **Right to lodge a complaint** with a supervisory authority.

12.6.2 EU/EEA users may contact Cocoa Classroom's **Data Protection Officer (DPO)** at privacy@cocoaclassroom.com or lodge a complaint with their local **Data Protection Authority (DPA)** if they believe their data has been processed in violation of the GDPR.

12.6.3 Users located in the United Kingdom may contact the **Information Commissioner's Office (ICO)** via <https://ico.org.uk>.

12.7 Data Storage and Retention Practices

12.7.1 Regardless of user location, Cocoa Classroom adheres to uniform data protection and retention standards as set forth in **Section 10 (Data Security and Retention)**.

12.7.2 Retention periods are determined based on educational necessity, contractual requirements, and applicable legal obligations in each jurisdiction.

12.8 Institutional and Parental Control for International Accounts

12.8.1 Parents and educational institutions outside the U.S. maintain the same control rights over student data as U.S.-based users, subject to any mandatory provisions of local law.

12.8.2 Requests for access, correction, or deletion of child data will be processed in compliance with both local law and **FERPA**, **COPPA**, and **GDPR** frameworks.

12.9 Dispute Resolution for International Transfers

12.9.1 Cocoa Classroom commits to resolving complaints regarding the collection or use of Personal Information in accordance with its Privacy Policy and the DPF Principles.

12.9.2 Inquiries or complaints concerning international data transfers should first be directed to privacy@cocoaclassroom.com.

12.9.3 Cocoa Classroom will investigate and respond within **forty-five (45) days**.

12.9.4 For unresolved disputes, EU/EEA users may invoke binding arbitration through the **Data Privacy Framework Panel**, established by the European Commission and U.S. Department of Commerce, in accordance with **Annex I of the DPF Principles**.

12.10 Accessibility of Cross-Border Notices

12.10.1 All communications and notices concerning international data processing are made available in accessible and understandable formats in compliance with **WCAG 2.1 Level AA** and **Section 508**.

12.10.2 Users may request accessible summaries of Cocoa Classroom's international data transfer policies or regional compliance statements via info@cocoaclassroom.com.

12.11 Local Law Precedence

12.11.1 Where local law in a user's jurisdiction provides stronger protections for data subjects than these Terms, the more protective standard shall apply.

12.11.2 Cocoa Classroom will cooperate with local authorities and institutions to ensure compliance with applicable national education and privacy regulations.

13. Parental Rights and Student Educational Records (FERPA-Specific)

13.1 Purpose

13.1.1 This Section establishes the rights of parents, guardians, and eligible students under the **Family Educational Rights and Privacy Act (20 U.S.C. §1232g; 34 C.F.R. Part 99)** ("FERPA"), and defines how Cocoa Classroom LLC ("Cocoa Classroom") manages educational records on behalf of educational institutions or parents.

13.1.2 Cocoa Classroom operates as a **School Official** with a legitimate educational interest when providing contracted services to institutions or parents, as recognized under **FERPA §99.31(a)(1)**.

13.2 Definition of Educational Records

13.2.1 “Educational Records” include all records, files, documents, and other materials maintained by Cocoa Classroom or its institutional clients that contain information directly related to a student and are maintained by Cocoa Classroom or a party acting on its behalf.

13.2.2 Educational Records do not include:

- (a) De-identified or aggregated data used for analytics or performance improvement;
- (b) Notes maintained solely by teachers that are not shared with others;
- (c) Records of law enforcement units; or
- (d) Employment records of individuals employed by Cocoa Classroom or institutions, when unrelated to student status.

13.3 Parental and Student Rights

Under FERPA, parents and eligible students (students aged 18 or enrolled in a postsecondary institution) have the following rights:

13.3.1 Right to Access: To inspect and review the student’s Educational Records maintained by Cocoa Classroom or its institutional partners within forty-five (45) days of receipt of a written request.

13.3.2 Right to Request Amendment: To request correction of records believed to be inaccurate, misleading, or otherwise in violation of the student’s privacy rights. Requests must be made in writing and must specify the information to be amended and the reasons for the request.

13.3.3 Right to Consent to Disclosure: To provide written consent before Cocoa Classroom or its institutional partners disclose personally identifiable information (PII) from Educational Records, except as authorized under FERPA exceptions (see Section 13.5).

13.3.4 Right to File a Complaint: To submit complaints regarding alleged violations of FERPA rights to the **Family Policy Compliance Office (FPCO)**, U.S. Department of Education, 400 Maryland Avenue SW, Washington, D.C. 20202-8520.

13.4 Access and Request Procedures

13.4.1 Requests for access to Educational Records should be submitted to **privacy@cocoaclassroom.com** or directly to the relevant educational institution, if applicable.

13.4.2 Cocoa Classroom will coordinate with the institution or Parent Account holder to authenticate the requester and ensure lawful disclosure.

13.4.3 Records shall be made available electronically through secure portals, in-person review, or through accessible alternate formats as requested under **ADA** and **Section 508** compliance.

13.5 Authorized Disclosures Without Consent

Cocoa Classroom may disclose Educational Records or personally identifiable information (PII) without prior parental or student consent under the following FERPA exceptions:

- (a) **School Officials:** To other school officials with legitimate educational interest;
 - (b) **Transfer of Enrollment:** To another school or educational agency where the student seeks or intends to enroll;
 - (c) **Audit or Evaluation:** To authorized representatives of federal, state, or local educational authorities for audit, evaluation, or compliance enforcement purposes;
 - (d) **Financial Aid:** To determine eligibility for, or enforce the terms of, financial aid;
 - (e) **Judicial Orders or Subpoenas:** In compliance with lawfully issued subpoenas, with advance notice provided to the parent or student unless prohibited by law;
 - (f) **Health and Safety Emergencies:** To appropriate parties when necessary to protect the health or safety of the student or others, consistent with **FERPA §99.36**;
 - (g) **Directory Information:** When designated by the institution and disclosed in accordance with institutional policy, provided parents or eligible students have not opted out; and
 - (h) **Research and Studies:** When used for educational research in de-identified form and subject to strict confidentiality assurances.
-

13.6 Educational Institution Responsibilities

13.6.1 Institutions remain the **Controllers** of Educational Records and must ensure that parental or eligible student consent is obtained before delegating data processing to Cocoa Classroom, unless a FERPA exception applies.

13.6.2 Cocoa Classroom acts solely as a **Processor** or **School Official**, processing data under the direct control of the institution and not for its own purposes.

13.6.3 Institutions are responsible for providing annual FERPA notifications to parents and students regarding their rights, including the right to limit disclosures of directory information.

13.7 Parental Rights for Child Accounts

13.7.1 When a child under 18 uses Cocoa Classroom under a **Parent Account**, the parent retains full FERPA-equivalent rights to:

- Access and review Educational Records;
- Request corrections; and
- Control consent for disclosures or third-party integrations.

13.7.2 Cocoa Classroom shall not condition participation in educational activities on the disclosure of unnecessary PII beyond what is reasonably required to operate the platform.

13.8 Data Integrity and Accuracy

13.8.1 Cocoa Classroom takes reasonable steps to ensure that Educational Records are accurate, complete, and current.

13.8.2 Parents and institutions are encouraged to review data periodically and notify Cocoa Classroom of discrepancies.

13.9 Disclosure Logs and Audit Trails

13.9.1 Cocoa Classroom maintains disclosure logs in compliance with **FERPA §99.32**, recording:

- The parties to whom PII was disclosed;
- The legitimate interest justifying each disclosure; and
- The date and method of disclosure.

13.9.2 Logs are retained for as long as the record itself and are accessible to parents and eligible students upon request.

13.10 Institutional Transfers and Account Portability

13.10.1 Upon verified parental or institutional request, Cocoa Classroom shall facilitate the secure transfer of Educational Records to another educational institution or authorized platform in compliance with **FERPA §99.31(a)(2)** and **GDPR Article 20 (Data Portability)**.

13.10.2 Transfers will be completed in a secure, encrypted format and within a reasonable timeframe following identity verification.

13.11 Accessibility and FERPA Compliance

13.11.1 All parental rights notifications, consent forms, and disclosure statements shall be made available in accessible digital and printable formats conforming to **WCAG 2.1 Level AA** and **Section 508** standards.

13.11.2 Requests for accessible copies of FERPA-related records may be directed to info@cocoaclassroom.com.

13.12 Retention of FERPA Records

13.12.1 Educational Records are retained according to the data retention schedule in **Section 10.5**, unless a longer period is required by law or institutional policy.

13.12.2 Upon account closure or institutional termination, Cocoa Classroom will return or delete all Educational Records as directed by the institution or parent, consistent with **FERPA §99.31(a)(1)(ii)**.

13.13 Breach Notification and Parental Notice

13.13.1 If a security incident involves the unauthorized disclosure of Educational Records, Cocoa Classroom will notify the affected institution or parent immediately upon discovery, in compliance with **FERPA**, **COPPA**, and **GDPR Article 33**.

13.13.2 Notification will include details of the breach, the records affected, mitigation steps taken, and contact information for follow-up.

14. Children's Privacy (COPPA-Specific)

14.1 Purpose

14.1.1 Cocoa Classroom LLC ("Cocoa Classroom") is committed to protecting the privacy and safety of children who use its Services.

14.1.2 This Section describes Cocoa Classroom's practices for collecting, using, and disclosing personal information from children under thirteen (13) years of age, consistent with the **Children's Online Privacy Protection Act (COPPA)** and complementary privacy frameworks under **FERPA** and **GDPR Article 8**.

14.2 Applicability

14.2.1 This Section applies to all users under the age of thirteen (13) residing in the United States and to children under the applicable digital consent age in other jurisdictions (up to sixteen (16) in the European Union).

14.2.2 The provisions of this Section apply regardless of whether the child accesses the Services through a Parent Account, Teacher Account, or Institutional license.

14.3 Parental Consent Requirement

14.3.1 Cocoa Classroom does not permit direct self-registration by children under the age of thirteen (13).

14.3.2 Prior to activating any **Child Account**, Cocoa Classroom obtains **verifiable parental consent** from the parent or legal guardian of the child, using one or more of the following approved COPPA-compliant methods:

- Verification through a **secure email invitation link** tied to a Parent Account;
- Use of a **unique verification code** generated within a parent dashboard; or
- Institutional consent under **COPPA §312.5(c)(2)**, where an educational organization acts as the parent's agent for educational use.

14.3.3 The parent or guardian must review and accept the **Children's Privacy and Accessibility Policy** and these Terms before a Child Account is created.

14.4 Information Collected from Children

14.4.1 Cocoa Classroom collects only the minimum information reasonably necessary to provide educational functionality and maintain compliance. This may include:

- (a) Child's first name, grade level, and parent or institution association;
- (b) Progress data, quiz responses, or lesson submissions;
- (c) Device and usage information (non-identifiable analytics); and
- (d) Accessibility preferences or learning customization settings.

14.4.2 Cocoa Classroom does **not** collect or require the following from children:

- Full home address, phone number, or geolocation data;
- Biometric identifiers or facial recognition data;
- Social security numbers or financial details;
- Persistent identifiers unrelated to core educational purposes.

14.4.3 All collected data are treated as **Educational Records** under **FERPA** and as **Personal Information of a Minor** under **COPPA**.

14.5 Use and Disclosure of Children's Information

14.5.1 Personal Information collected from children is used exclusively for educational, safety, and platform functionality purposes, including:

- Delivering lessons, tracking learning progress, and storing assignments;
- Personalizing accessibility and interface preferences;
- Maintaining account security and service reliability; and
- Providing parental and teacher dashboards for oversight.

14.5.2 Cocoa Classroom does not:

- Use children's information for marketing or behavioral advertising;
- Share children's information with unaffiliated third parties for commercial gain;
- Enable social features that allow child-to-child direct messaging or data sharing without parental or institutional supervision.

14.5.3 Data may be disclosed to third-party processors solely to support educational functions, and only under written data-processing agreements that enforce **COPPA**, **FERPA**, and **GDPR** compliance.

14.6 Parental Rights and Control

14.6.1 Parents or legal guardians have the following rights concerning their child's information:

- (a) To review the personal information collected from their child;
- (b) To request deletion of such information; and
- (c) To refuse further collection or use of their child's information.

14.6.2 Parents may exercise these rights at any time by:

- Logging into their **Parent Dashboard**, or
- Submitting a written request to **privacy@cocoaclassroom.com** with subject line "COPPA Data Request."

14.6.3 Upon verified parental request, Cocoa Classroom will delete the child's information within **ten (10) business days**, except where retention is necessary for legal compliance or institutional reporting.

14.7 Educational Institution Consent

14.7.1 When a child participates through a school, homeschool cooperative, or other educational institution, Cocoa Classroom may rely on that institution to obtain parental consent as permitted under **COPPA §312.5(c)(2)**.

14.7.2 In such cases, the institution assumes responsibility for:

- Providing notice of data practices to parents;
- Securing verifiable consent; and
- Managing parental access and deletion requests in coordination with Cocoa Classroom.

14.7.3 Cocoa Classroom limits the use of student data to educational purposes authorized by the institution and prohibits secondary use.

14.8 Data Retention for Children's Accounts

14.8.1 Cocoa Classroom retains child account information only for as long as necessary to:

- Support active educational use; or
- Comply with legal retention requirements under **FERPA**.

14.8.2 When a child's account is deleted, all Personal Information is permanently deleted or anonymized within **ninety (90) days**, consistent with **COPPA §312.10** and Cocoa Classroom's internal retention schedule.

14.9 Security and Confidentiality

14.9.1 Cocoa Classroom implements strict administrative, technical, and physical safeguards to protect children's information, including:

- End-to-end encryption for transmissions;
- Access restrictions to authorized personnel; and
- Ongoing audits to detect and prevent unauthorized access.

14.9.2 Any breach involving a child's Personal Information will trigger immediate notification to the parent or educational institution, in accordance with **COPPA §312.4(e)** and **GDPR Article 33**.

14.10 Accessibility and Inclusivity for Children

14.10.1 All child-directed interfaces, consent forms, and educational materials comply with **WCAG 2.1 Level AA**, **ADA Title III**, and **Section 508** accessibility requirements.

14.10.2 Cocoa Classroom designs its user experience to be:

- Simple, clear, and age-appropriate;
 - Navigable with assistive technologies; and
 - Free from manipulative design patterns ("dark patterns") that could coerce consent.
-

14.11 Parental Dashboard Features

14.11.1 Parents can access a **Parental Control Dashboard**, which allows them to:

- View and manage their child's progress;

- Control privacy and visibility settings;
- Review lesson history and feedback; and
- Initiate deletion of their child's information or account.

14.11.2 Access to the dashboard is secured through multi-factor authentication and encrypted communication.

14.12 Data Minimization and Review

14.12.1 Cocoa Classroom reviews its child data practices annually to ensure continued compliance with **COPPA**, **FERPA**, and **GDPR Article 5(1)(c)** (data minimization).

14.12.2 Any material change to data collection, use, or disclosure affecting children will be preceded by updated parental notice and, where necessary, renewed consent.

14.13 COPPA Contact Information

Parents, guardians, or educational institutions may contact Cocoa Classroom's Privacy Officer regarding children's privacy inquiries at:

Privacy Officer

Cocoa Classroom LLC

649 Deer Springs Way, Ste 120-154

North Las Vegas, NV 89086

Email: privacy@cocoaclassroom.com

Phone: (702) 825-0574

Cocoa Classroom responds to all verified COPPA-related inquiries within **ten (10) business days**.

15. User Rights Under GDPR

15.1 Purpose and Scope

15.1.1 This Section applies to users located within the **European Union (EU)**, **European Economic Area (EEA)**, **United Kingdom (UK)**, and other jurisdictions that recognize

GDPR-equivalent data protection laws.

15.1.2 Cocoa Classroom LLC (“Cocoa Classroom”) recognizes and upholds the fundamental rights of data subjects under **Regulation (EU) 2016/679** (“GDPR”) and commits to lawful, fair, and transparent data processing.

15.2 Lawful Processing Principles

15.2.1 Cocoa Classroom processes Personal Information according to the principles of **Article 5(1)** of the GDPR:

- (a) **Lawfulness, fairness, and transparency** — Data is processed with explicit legal bases and communicated clearly to users.
 - (b) **Purpose limitation** — Data is collected for specified, legitimate educational purposes and not further processed in a manner incompatible with those purposes.
 - (c) **Data minimization** — Only data strictly necessary for educational functionality is collected.
 - (d) **Accuracy** — Reasonable measures are taken to ensure data accuracy and correction when required.
 - (e) **Storage limitation** — Data is retained no longer than necessary for its lawful purpose.
 - (f) **Integrity and confidentiality** — Technical and organizational safeguards protect against unauthorized access or disclosure.
-

15.3 Data Subject Rights

Pursuant to **GDPR Articles 12–23**, all EU/EEA/UK users (“Data Subjects”) are entitled to the following rights:

15.3.1 Right of Access (Article 15)

Users may request confirmation of whether Cocoa Classroom processes their Personal Information and, if so, obtain access to that information, including:

- The categories of data processed;
- The purposes of processing;
- The recipients or categories of recipients;
- The anticipated data retention period; and
- The safeguards for international transfers, if applicable.

15.3.2 Right to Rectification (Article 16)

Users may request correction or completion of inaccurate or incomplete Personal Information maintained by Cocoa Classroom.

Requests for correction can be made by:

- Submitting an in-app data correction request, or
- Emailing **privacy@cocoaclassroom.com** with the subject line “GDPR Rectification Request.”

15.3.3 Right to Erasure (“Right to be Forgotten”) (Article 17)

Users may request deletion of their Personal Information under any of the following conditions:

- (a) The data is no longer necessary for the purpose collected;
- (b) Consent has been withdrawn and there is no other lawful basis for processing;
- (c) The user objects to processing and no overriding legitimate grounds exist;
- (d) The data has been unlawfully processed; or
- (e) Deletion is required to comply with a legal obligation.

Exceptions may apply where processing is necessary for legal compliance, public interest, or educational record retention under **FERPA §99.31(a)(1)**.

15.3.4 Right to Restriction of Processing (Article 18)

Users may request limitation of processing where:

- The accuracy of data is contested;
- Processing is unlawful but deletion is opposed;
- Cocoa Classroom no longer needs the data but the user requires it for legal claims; or
- The user has objected to processing pending verification of legitimate grounds.

15.3.5 Right to Data Portability (Article 20)

Users have the right to receive their Personal Information in a structured, commonly used, and machine-readable format and to transmit that data to another controller where technically feasible.

This right applies to processing based on consent or contract and carried out by automated means.

15.3.6 Right to Object (Article 21)

Users may object at any time to the processing of their data for reasons relating to their particular situation, including profiling based on legitimate interest.

Cocoa Classroom shall cease processing unless it demonstrates compelling legitimate grounds that override user interests or is required by law.

15.3.7 Right to Withdraw Consent (Article 7(3))

Where processing is based on consent, users may withdraw consent at any time without affecting the lawfulness of prior processing.

Withdrawal requests can be made through the user's account settings or by contacting **privacy@cocoaclassroom.com**.

15.3.8 Right to Lodge a Complaint (Article 77)

Users who believe their rights under the GDPR have been infringed may lodge a complaint with their local **Data Protection Authority (DPA)** or the **UK Information Commissioner's Office (ICO)**.

A list of EU DPAs is available at:

https://edpb.europa.eu/about-edpb/about-edpb/members_en

15.4 Data Protection Officer (DPO)

15.4.1 Cocoa Classroom has appointed a **Data Protection Officer (DPO)** to oversee GDPR compliance and respond to user inquiries.

15.4.2 The DPO's contact information is as follows:

Data Protection Officer (DPO)

Cocoa Classroom LLC

649 Deer Springs Way, Ste 120-154
North Las Vegas, NV 89086
Email: privacy@cocoaclassroom.com

15.4.3 The DPO shall respond to GDPR-related inquiries within **thirty (30) days**, extendable by an additional sixty (60) days for complex requests, in accordance with **Article 12(3)**.

15.5 Automated Processing and Profiling

15.5.1 Cocoa Classroom does not engage in automated decision-making or profiling that produces legal or significant effects on users, as prohibited under **GDPR Article 22(1)**.

15.5.2 AI-generated educational recommendations are provided only for informational and instructional purposes and are not used to evaluate, score, or classify users in a legally binding manner.

15.6 Legal Bases for Processing

15.6.1 Cocoa Classroom processes Personal Information under one or more of the lawful bases in **Article 6(1)** of the GDPR, including:

- (a) **Consent** of the data subject or parent/legal guardian;
- (b) **Performance of a contract** between Cocoa Classroom and the user or institution;
- (c) **Compliance with a legal obligation**;
- (d) **Protection of vital interests** of the data subject or another person; and
- (e) **Legitimate interest** in maintaining a secure, functional, and educational platform.

15.6.2 For children under sixteen (16), Cocoa Classroom obtains verifiable parental consent pursuant to **GDPR Article 8(1)**.

15.7 Safeguards for Data Transfers

15.7.1 For transfers of Personal Information outside the EU/EEA or UK, Cocoa Classroom ensures compliance with **Section 12 (International Use and Data Transfers)** of these Terms.

15.7.2 Appropriate safeguards include **Standard Contractual Clauses (SCCs)**, participation in the **Data Privacy Framework**, and encryption of all transfer data.

15.8 Accessibility and Transparency

15.8.1 All GDPR rights and communications are made available in accessible formats consistent with **WCAG 2.1 Level AA** and **Section 508** standards.

15.8.2 Users may request plain-language summaries or accessible versions of data rights documentation via **info@cocoaclassroom.com**.

15.9 Exercise of Rights

15.9.1 Users may exercise any of the rights described in this Section by contacting the **Data Protection Officer** or submitting a written request through the Cocoa Classroom Privacy Portal (if available).

15.9.2 Cocoa Classroom may require proof of identity before fulfilling any rights-based request to ensure security and prevent unauthorized access.

15.9.3 There is no charge for fulfilling data rights requests unless such requests are manifestly unfounded, repetitive, or excessive, in which case Cocoa Classroom may charge a reasonable fee or refuse the request as permitted under **Article 12(5)**.

16. Termination and Account Deletion

16.1 Purpose

16.1.1 This Section defines the circumstances under which Cocoa Classroom LLC (“Cocoa Classroom”) or a User may terminate an Account, and the procedures governing data deletion, retention, and preservation of legal obligations following termination.

16.1.2 Termination shall not affect rights, obligations, or liabilities accrued prior to the effective date of termination.

16.2 Termination by User

16.2.1 Users may terminate their Account at any time by:

- Accessing the “Account Settings” page and selecting **Delete Account**; or
- Submitting a written termination request to **support@cocoaclassroom.com** or **privacy@cocoaclassroom.com**.

16.2.2 Parent or Institutional Administrators may delete associated **Child Accounts** or **Student Accounts** under their supervision, subject to verification of authority under **COPPA** or **FERPA**.

16.2.3 Termination of an Account shall constitute withdrawal of consent for any ongoing data processing, except where retention is required by law.

16.3 Termination by Cocoa Classroom

16.3.1 Cocoa Classroom reserves the right to suspend, restrict, or terminate a User's Account immediately, with or without prior notice, if:

- The User violates these Terms or any applicable law;
- The Account is used to endanger the safety or privacy of minors;
- Fraudulent, abusive, or unauthorized activity is detected; or
- Continued service becomes unlawful, technically infeasible, or commercially impractical.

16.3.2 Cocoa Classroom may provide notice of termination via email or in-platform notification, except in cases requiring immediate suspension for safety or legal reasons.

16.4 Institutional and Group Account Termination

16.4.1 Educational institutions, co-ops, or organizations that terminate their service agreements are responsible for:

- Exporting student records prior to termination; and
- Providing instructions for data return or deletion consistent with **FERPA §99.31(a)(1)(ii)** and **GDPR Article 28(3)(g)**.

16.4.2 Cocoa Classroom will assist institutional administrators in retrieving educational records in a structured, machine-readable format prior to data deletion.

16.5 Effect of Termination

16.5.1 Upon termination:

- (a) The User's right to access or use the Services immediately ceases;
- (b) Associated licenses and permissions are revoked; and

(c) Personal Information and Educational Records are scheduled for deletion according to Section 16.6.

16.5.2 Cocoa Classroom is not obligated to retain, return, or provide access to User Content or data after the deletion period, except as required by **FERPA** or **applicable law**.

16.6 Data Deletion Procedures

16.6.1 Upon verified termination, Cocoa Classroom shall permanently delete or anonymize all Personal Information and Educational Records within the following timeframes:

- **Individual User Accounts:** Within **thirty (30) days** of termination request;
- **Child Accounts:** Within **ten (10) business days** of verified parental deletion request, consistent with **COPPA §312.6(a)(2)**;
- **Institutional Accounts:** Within **ninety (90) days** following confirmation of contract termination, unless otherwise required by the institution.

16.6.2 Backups containing deleted data will be securely purged during scheduled maintenance cycles and fully removed within **ninety (90) days** thereafter.

16.6.3 Deletion logs documenting the request, date, and completion status shall be retained for compliance auditing.

16.7 Data Retention Exceptions

16.7.1 Cocoa Classroom may retain limited data beyond the standard deletion period if required to:

- (a) Comply with legal or regulatory obligations;
- (b) Resolve disputes or enforce agreements;
- (c) Maintain safety records for platform abuse or child protection investigations; or
- (d) Fulfill reporting or record-keeping obligations under **FERPA**, **COPPA**, or **GDPR Article 17(3)**.

16.7.2 Retained data shall be stored securely, segregated from active systems, and used only for the specific legal purpose requiring retention.

16.8 User Content After Termination

16.8.1 Cocoa Classroom may retain anonymized, de-identified, or aggregated data derived from User Content for analytics, educational research, or service improvement, provided such data cannot reasonably identify any individual.

16.8.2 All identifiable User Content is deleted or rendered non-personal during the anonymization process in compliance with **GDPR Recital 26**.

16.9 Reactivation and Data Restoration

16.9.1 Users who terminate their Accounts may request reactivation within **thirty (30) days** of termination, provided their data has not yet been permanently deleted.

16.9.2 Cocoa Classroom may restore account data if available and technically feasible but does not guarantee full restoration.

16.10 Notice and Confirmation of Deletion

16.10.1 Cocoa Classroom will send confirmation of successful account termination and data deletion to the User's registered email address or parental contact on file.

16.10.2 For accessibility compliance, Users may request confirmation notices in alternate accessible formats (large print, plain text, or audio) via **info@cocoaclassroom.com**.

16.11 Continuing Obligations

16.11.1 Termination of an Account does not relieve either party of obligations arising prior to termination, including:

- Payment of outstanding fees;
- Compliance with confidentiality and intellectual property clauses;
- Legal responsibilities under **FERPA**, **COPPA**, **GDPR**, and **ADA**; and
- Liability for misuse of the Services prior to termination.

16.11.2 Sections **7 (Content Ownership and Intellectual Property)**, **10 (Data Security and Retention)**, **17 (Disclaimers and Limitation of Liability)**, and **19 (Dispute Resolution and Governing Law)** shall survive termination.

16.12 Account Suspension Appeals

16.12.1 Users who believe their Account has been terminated or suspended in error may appeal by contacting legal@cocoaclassroom.com within **fourteen (14) days** of notice.

16.12.2 Appeals must include:

- Full name and email associated with the account;
- Description of the suspension circumstances; and
- Supporting documentation or evidence of compliance.

16.12.3 Cocoa Classroom will review appeals within **fifteen (15) business days** and may reinstate accounts if the termination is determined to have been made in error.

17. Disclaimer of Warranties and Limitation of Liability

17.1 Educational Nature of the Services

17.1.1 The Services, content, and tools provided by Cocoa Classroom LLC (“Cocoa Classroom”) are intended solely for **educational, informational, and developmental purposes**.

17.1.2 Cocoa Classroom does not provide legal, medical, psychological, or professional certification services. All instructional content, assessments, and gamified experiences are offered **as supplemental educational materials**, not as a substitute for accredited instruction or professional advice.

17.2 Disclaimer of Warranties

17.2.1 Use at Your Own Risk:

To the maximum extent permitted by law, the Services and all content therein are provided on an **“as is”** and **“as available”** basis without any express or implied warranties.

17.2.2 No Warranty of Accuracy or Completeness:

Cocoa Classroom does not warrant that:

- The Services will meet your requirements or educational objectives;
- The Services will be uninterrupted, timely, secure, or error-free;

- The results obtained from the use of the Services will be accurate, complete, or reliable; or
- Any defects or inaccuracies will be corrected immediately.

17.2.3 **Exclusion of Implied Warranties:**

To the fullest extent permitted by applicable law, Cocoa Classroom expressly disclaims all implied warranties or conditions, including:

- Merchantability;
- Fitness for a particular purpose;
- Non-infringement;
- Title; and
- Compatibility with specific devices or third-party systems.

17.2.4 **Accessibility and System Availability:**

While Cocoa Classroom strives to maintain full accessibility in accordance with **WCAG 2.1 Level AA**, **ADA**, and **Section 508**, no platform can guarantee universal compatibility across all assistive technologies. Temporary interruptions for maintenance or updates may occur.

17.2.5 **Jurisdictional Limitations:**

Some jurisdictions do not allow exclusion of implied warranties. In such jurisdictions, these disclaimers shall apply only to the extent permitted by local law, and statutory consumer rights remain unaffected.

17.3 **Limitation of Liability**

17.3.1 **General Limitation:**

To the fullest extent permitted by applicable law, Cocoa Classroom, its affiliates, officers, employees, contractors, and agents shall **not be liable** for any indirect, incidental, special, consequential, exemplary, or punitive damages, including but not limited to:

- Loss of profits, revenue, goodwill, data, or educational progress;
- Service interruptions;

- Unauthorized access to or alteration of data; or
- Any other intangible losses arising out of or related to use or inability to use the Services.

17.3.2 Maximum Liability Cap:

In no event shall Cocoa Classroom's total aggregate liability arising under or in connection with these Terms exceed the **greater of (a) fifty U.S. dollars (\$50 USD) or (b) the total amount paid by the User to Cocoa Classroom in the preceding twelve (12) months.**

17.3.3 Institutional Limitation:

For institutional clients, liability is limited to direct damages proven to result from a material breach of contract by Cocoa Classroom and shall not exceed the total annual contract value.

17.3.4 Data Loss Disclaimer:

While Cocoa Classroom employs encryption, backups, and redundancy, it cannot guarantee the preservation of all data. Users are responsible for maintaining local backups of any critical information.

17.3.5 Third-Party Content:

Cocoa Classroom is not liable for any third-party content, services, or links accessed through its platform, even if such integrations are educational in nature.

17.4 Exclusions from Limitation

17.4.1 Nothing in these Terms shall exclude or limit liability for:

- Death or personal injury caused by negligence;
- Fraud or fraudulent misrepresentation;
- Breach of confidentiality or privacy obligations imposed by law; or
- Any liability that cannot legally be excluded under **FERPA, COPPA, GDPR**, or applicable consumer protection statutes.

17.4.2 The limitations in this Section apply regardless of the theory of liability—whether in contract, tort (including negligence), strict liability, or otherwise—and even if Cocoa Classroom has been advised of the possibility of such damages.

17.5 Indemnification

17.5.1 Users agree to indemnify, defend, and hold harmless Cocoa Classroom and its affiliates, officers, agents, employees, and licensors from and against any claims, liabilities, damages, losses, or expenses (including reasonable attorneys' fees) arising out of or related to:

- User's violation of these Terms or any applicable law;
- User Content that infringes or misappropriates any third-party rights; or
- Misuse of the Services, including acts compromising privacy or accessibility.

17.5.2 Cocoa Classroom reserves the right to assume exclusive defense and control of any matter otherwise subject to indemnification by the User, at the User's expense.

17.6 Consumer Rights Preservation

17.6.1 These disclaimers do not limit any non-waivable rights provided under:

- **GDPR Articles 79–82** (data subject remedies and liability);
- **FERPA** (parent and student record access rights);
- **COPPA** (parental control over child data); and
- Applicable state or national consumer-protection legislation.

17.6.2 In the event of a conflict between these Terms and mandatory law, the latter shall prevail.

17.7 Accessibility of Legal Disclaimers

17.7.1 Cocoa Classroom provides all legal notices, disclaimers, and limitation statements in formats consistent with **WCAG 2.1 Level AA** and **Section 508**.

17.7.2 Users may request large-print, plain-language, or audio versions of this Section by contacting info@cocoaclassroom.com.

18. Changes to Terms

18.1 Purpose

18.1.1 This Section governs how Cocoa Classroom LLC (“Cocoa Classroom”) may update, modify, or amend these Terms and Conditions and any related policies.

18.1.2 Changes to these Terms shall be made transparently, in good faith, and in accordance with applicable data protection, consumer, and accessibility laws.

18.2 Notice of Material Changes

18.2.1 Cocoa Classroom reserves the right to amend or supplement these Terms at any time to reflect:

- Updates to applicable laws or regulatory requirements;
- Improvements or modifications to Services or platform functionality;
- Introduction of new features or payment models; or
- Clarifications or corrections of drafting errors or inconsistencies.

18.2.2 Material changes that significantly alter user rights or obligations will be communicated at least **thirty (30) days** prior to taking effect through one or more of the following methods:

- Direct email to registered Users;
- Prominent in-platform or dashboard notification;
- Updated posting on the **/legal/terms** page of the Cocoa Classroom website.

18.2.3 Minor, non-material updates (such as clarifications or formatting corrections) may take effect immediately upon posting, without individual notice.

18.3 User Consent and Continued Use

18.3.1 Continued access or use of the Services after the effective date of revised Terms constitutes acceptance of the updated Terms.

18.3.2 Where required by law or when changes materially affect data processing or parental

consent under **COPPA**, **FERPA**, or **GDPR**, Cocoa Classroom shall request renewed affirmative consent before enforcing new terms.

18.3.3 Parents, educational institutions, and users under EU/EEA/UK jurisdictions will receive a clear summary of key revisions and, when applicable, the opportunity to decline consent and terminate their Account in accordance with **Articles 7(3) and 21(1)** of the **GDPR**.

18.4 Effective Date and Versioning

18.4.1 Each revision of these Terms will be assigned an effective date and version number displayed at the top of the document.

18.4.2 Archived versions of prior Terms and related Privacy Policies will be retained for reference in compliance with **GDPR Article 5(2)** (accountability) and made available upon written request to legal@cocoaclassroom.com.

18.5 Notification Accessibility

18.5.1 All notices regarding changes to Terms will be made available in accessible and perceivable formats consistent with **WCAG 2.1 Level AA**, **ADA**, and **Section 508** requirements.

18.5.2 Cocoa Classroom will ensure that notification messages:

- Are compatible with screen readers and assistive technology;
- Include clear language summarizing material changes; and
- Provide hyperlinks to the full updated Terms and an accessible summary.

18.5.3 Users may request large-print, audio, or plain-language explanations of significant amendments via info@cocoaclassroom.com.

18.6 Governing Standard for Conflicts

18.6.1 In the event of any inconsistency between these Terms and a specific policy (e.g., Privacy Policy, Children's Privacy Policy, or Accessibility Statement), the provision offering **greater user protection or transparency** shall prevail, consistent with **GDPR Article 7(4)** and **FTC Fair Information Practice Principles (FIPPs)**.

18.7 Institutional Notification Obligations

18.7.1 Educational institutions and administrators are responsible for informing their enrolled students, staff, and parents of any Terms updates that affect institutional data sharing, consent, or educational use.

18.7.2 Cocoa Classroom provides downloadable summaries and template notices to assist institutions in fulfilling this communication requirement.

18.8 Termination Rights upon Modification

18.8.1 If a User, Parent, or Institution does not agree to the revised Terms, they must discontinue use of the Services and may terminate their Account under **Section 16 (Termination and Account Deletion)** prior to the effective date of the changes.

18.8.2 Continued use of the Services after the effective date will constitute binding acceptance of the modifications.

18.9 Regulatory Change Compliance

18.9.1 Cocoa Classroom may, at its discretion, implement interim Terms or supplemental conditions required by regulatory authorities to maintain compliance with evolving data privacy, accessibility, or education standards (e.g., **EU Digital Services Act**, **California Consumer Privacy Act**, **ADA** amendments).

18.9.2 Such interim updates will be communicated promptly and will remain in force only until incorporated into the main Terms.

18.10 User Feedback on Policy Revisions

18.10.1 Cocoa Classroom encourages Users, parents, and institutions to submit feedback or questions regarding proposed changes to policyreview@cocoaclassroom.com.

18.10.2 Feedback received before the effective date of amendments may be reviewed for inclusion in future updates, promoting transparency and community input in ongoing governance.

19. Dispute Resolution and Governing Law

19.1 Purpose

19.1.1 This Section outlines how disputes or claims between Users and Cocoa Classroom LLC (“Cocoa Classroom”) shall be resolved fairly, transparently, and efficiently.

19.1.2 Cocoa Classroom prioritizes informal resolution and good-faith negotiation before any legal or administrative proceedings.

19.2 Informal Resolution Process

19.2.1 Before initiating any formal legal action, Users agree to first attempt to resolve disputes through informal dialogue with Cocoa Classroom by submitting a written notice to **legal@cocoaclassroom.com**, describing:

- The nature of the dispute;
- The facts giving rise to the concern; and
- The relief or corrective action sought.

19.2.2 Cocoa Classroom will acknowledge the complaint within **ten (10) business days** and respond in good faith within **thirty (30) business days**, offering a proposed resolution or corrective plan.

19.2.3 If the dispute cannot be resolved informally, the parties may proceed according to the applicable provisions of this Section.

19.3 Mediation and Arbitration (U.S. Users)

19.3.1 For Users residing in the United States, any unresolved dispute arising from or related to these Terms or the Services shall, at Cocoa Classroom’s discretion, be submitted to **binding arbitration** administered by the **American Arbitration Association (AAA)** under its **Consumer Arbitration Rules**.

19.3.2 The arbitration shall take place in **Clark County, Nevada, USA**, unless the parties mutually agree to remote or virtual proceedings.

19.3.3 Each party shall bear its own attorneys’ fees and costs unless otherwise required by applicable law.

19.3.4 The arbitration award shall be final and binding, and judgment on the award may be entered in any court of competent jurisdiction.

19.4 Exceptions to Arbitration

19.4.1 Either party may bring an action in a court of competent jurisdiction for:

- Injunctive or equitable relief necessary to protect intellectual property, privacy, or data security rights;
- Enforcement of FERPA or COPPA rights; or
- Small claims proceedings within applicable jurisdictional limits.

19.4.2 Nothing in this Section prevents Users from exercising data protection or privacy-related remedies with supervisory authorities under **GDPR Article 77** or applicable education laws.

19.5 Governing Law

19.5.1 These Terms shall be governed by and construed in accordance with the **laws of the State of Nevada, United States**, without regard to its conflict of law principles.

19.5.2 The **federal and state courts located in Clark County, Nevada** shall have exclusive jurisdiction over all disputes arising under or relating to these Terms, except where mandatory local law provides otherwise.

19.5.3 Users located in the **EU/EEA or UK** may rely on their local consumer protection laws, and any disputes shall be governed by the laws of their habitual residence to the extent required by **Article 6(2) of the Rome I Regulation (EC 593/2008)**.

19.6 Compliance with International Dispute Standards

19.6.1 Cocoa Classroom supports consumer alternative dispute resolution mechanisms and complies with:

- **EU Directive 2013/11/EU** on Alternative Dispute Resolution (ADR); and
- **GDPR Articles 77–79**, which provide users with the right to lodge complaints and seek judicial remedies.

19.6.2 Users in the European Union may also access online dispute resolution via the **European Commission's ODR Platform** at <https://ec.europa.eu/consumers/odr>.

19.7 Class Action Waiver (U.S. Users)

19.7.1 To the fullest extent permitted by law, Users and Cocoa Classroom agree that:

- Any disputes shall be resolved **individually**;
- **No class, collective, or representative actions** shall be permitted; and
- The arbitrator or court may not consolidate claims without written consent from all parties.

19.7.2 This waiver does not limit users' statutory rights under federal or state law but governs the procedural method for resolving disputes.

19.8 Limitation Period

19.8.1 Any claim arising out of or relating to these Terms must be filed within **one (1) year** after the cause of action arises, unless a longer period is mandated by applicable law (e.g., **FERPA §99.67, GDPR Article 79(1)**).

19.8.2 Failure to file within this period constitutes a permanent bar to the claim.

19.9 Notices and Service of Process

19.9.1 Legal notices to Cocoa Classroom shall be directed to:

Legal Department

Cocoa Classroom LLC

649 Deer Springs Way, Ste 120-154

North Las Vegas, NV 89086

Email: legal@cocoaclassroom.com

19.9.2 Notices shall be deemed received:

- Three (3) business days after mailing by certified post; or
- On the next business day following transmission by verified email.

19.10 Accessibility of Dispute Resolution Terms

19.10.1 Cocoa Classroom ensures that all dispute resolution provisions are made available in accessible formats compliant with **WCAG 2.1 Level AA**, **ADA**, and **Section 508**.

19.10.2 Users may request large-print, plain-language, or ASL-interpreted versions of this Section for clarity and equal participation in dispute processes.

19.11 Severability of Arbitration Clause

19.11.1 If any part of this Section is found to be unenforceable by a court or arbitrator, the remaining provisions shall continue in full force and effect, ensuring the intent of the arbitration and dispute resolution framework is preserved.

20. Accessibility Statement and Contact Information

20.1 Commitment to Accessibility

20.1.1 Cocoa Classroom LLC (“Cocoa Classroom”) is committed to ensuring that all Services, policies, and communications are accessible to every individual, including persons with disabilities.

20.1.2 Cocoa Classroom designs, tests, and maintains its digital platforms in accordance with recognized accessibility standards, including:

- **Web Content Accessibility Guidelines (WCAG) 2.1 Level AA**
 - **Americans with Disabilities Act (ADA) Titles II & III**
 - **Section 508 of the Rehabilitation Act of 1973 (as amended)**
-

20.2 Accessibility Features

20.2.1 Cocoa Classroom’s digital environments include:

- Keyboard and screen-reader navigation support
- Alt text for images and non-text content
- Closed captions and transcripts for media

- Adjustable text size and high-contrast modes
- ARIA labeling and logical heading structure
- Compatibility with assistive technologies such as JAWS, NVDA, VoiceOver, and TalkBack

20.2.2 Regular accessibility audits and user testing ensure ongoing compliance and usability improvements.

20.3 Continuous Improvement and Feedback

20.3.1 Cocoa Classroom actively welcomes feedback on accessibility or usability concerns.

20.3.2 Users may report accessibility barriers or request accommodations by contacting:

Accessibility Coordinator

Cocoa Classroom LLC

649 Deer Springs Way, Ste 120-154

North Las Vegas, NV 89086

Email: info@cocoaclassroom.com

Phone: (702) 825-0574

20.3.3 Feedback is acknowledged within **five (5) business days** and resolved in a timely and transparent manner.

20.4 Alternate Formats and Communication Aids

20.4.1 Upon request, Cocoa Classroom will provide these Terms and other key documents in alternate accessible formats, including:

- Large-print or high-contrast PDF
- Plain-language text version
- Audio or Braille copy
- Accessible HTML or captioned video summary

20.4.2 Requests for alternate formats should be submitted to info@cocoaclassroom.com, specifying the preferred format and document name.

20.5 Third-Party Accessibility Requirements

20.5.1 Third-party integrations and educational tools used within Cocoa Classroom are expected to comply with **WCAG 2.1 Level AA**.

20.5.2 If accessibility issues arise from external vendors, Cocoa Classroom will coordinate to resolve them or provide an accessible alternative where feasible.

20.6 Non-Discrimination Statement

20.6.1 Cocoa Classroom does not discriminate based on disability, race, color, religion, sex, national origin, age, or any legally protected status.

20.6.2 Requests for reasonable accommodations or modifications to policies, practices, or procedures can be directed to info@cocoaclassroom.com.

20.7 Periodic Review

20.7.1 Accessibility policies and practices are reviewed at least annually, or after major updates to the Services.

20.7.2 Updates are published on the **/accessibility** page of Cocoa Classroom's website, including revision date and summary of changes.

20.8 Contact Information Summary

Type	Purpose	Contact
General Inquiries	Customer Support, Account Assistance	info@cocoaclassroom.com
Privacy & Data Protection	Data requests, GDPR/FERPA/COPPA rights	info@cocoaclassroom.com
Legal & Compliance	Terms, policies, and formal notices	info@cocoaclassroom.com

**Accessibility & ADA
Requests**

Alternate formats, accommodations, info@cocoaclassroom.com
feedback

20.9 Final Provisions

20.9.1 These Terms represent the complete agreement between Cocoa Classroom and the User regarding the Services.

20.9.2 If any provision of these Terms is found unenforceable, the remaining sections shall remain valid.

20.9.3 No waiver shall be effective unless expressly stated in writing by Cocoa Classroom.

20.9.4 Section headings are for readability and do not affect legal interpretation.

20.10 Effective Date

These Terms and Conditions are effective as of **October 2025** and shall remain in effect until amended under **Section 18 (Changes to Terms)**.