

Terms and Conditions

Thinking Classroom Tracker ("TCT," "the Service," "we," "us")

Effective Date: 8/27/2026 | Operated by: Blue Shed Studio LLC, an Oregon limited liability company ("Company")

1. Acceptance of Terms

By creating an account, accessing, or using Thinking Classroom Tracker (the "Service"), you ("Teacher," "you") agree to be bound by these Terms and Conditions ("Terms"). If you do not agree, do not use the Service. If you are using the Service on behalf of a school or school district, you represent that you have the authority to do so and to agree to these Terms on that entity's behalf where applicable.

2. Description of the Service

The Service is a web and mobile application designed to help teachers implement the Building Thinking Classrooms (BTC) instructional approach, including random group generation, formative rubric-based feedback tracking, group history logging, and labeled photo capture of student work. The Service is a productivity and record-keeping tool for teachers; it is not a substitute for a school's official student information system or gradebook.

3. Eligibility and Accounts

- You must be at least 18 years old and an employee or authorized agent of an educational institution to create a Teacher account.
- You must sign in using Google authentication. You are responsible for maintaining the confidentiality of your account and for all activity under it.
- You represent that any use of your school-issued email address to access the Service is consistent with your school or district's technology and acceptable-use policies.
- The Service is not directed to children and is not intended for direct use by students. Students do not create accounts.

4. Your Responsibility for Student Data

You are solely responsible for determining whether your use of the Service, and any student information you input or import (including via optional Google Classroom roster import or manual roster entry), complies with your school or district's policies and with applicable law, including the Family Educational Rights and Privacy Act (FERPA), the Children's Online Privacy Protection Act (COPPA), and any applicable state student data privacy laws. Student names are processed and stored entirely within your own browser — whether imported from Google Classroom or typed in manually — and are never transmitted to or stored on our servers; only an opaque student number, an opaque Google-assigned identifier (for imported students), rubric scores, and group assignments reach our servers, as described in our Privacy Policy. By entering or importing student information into the Service, you represent that you are authorized by your school or district to do so, and that such use falls within your school's "school official" exception under FERPA or another lawful basis. Our data handling practices are described in our Privacy Policy, which is incorporated into these Terms by reference.

5. Subscription, Trial, and Billing

- New accounts receive a 14-day free trial. You will not be charged during the trial unless you are notified otherwise at signup.
- After the trial, continued use requires a paid subscription, billed monthly or annually as selected at checkout, through our third-party payment processor.

- Subscriptions renew automatically at the then-current price until cancelled. You may cancel at any time; cancellation takes effect at the end of the current billing period.
- Fees are non-refundable except where required by law or as we may otherwise state at our discretion.

6. Acceptable Use

You agree not to: (a) input any student personal information beyond what the Service is designed to collect (e.g., do not enter full names, student ID numbers, or other identifying information into free-text fields); (b) use the Service for any unlawful purpose; (c) attempt to gain unauthorized access to other teachers' accounts or data; (d) upload photographs containing identifiable images of students' faces or other personally identifying visual information beyond what is reasonably necessary to document work shown on a whiteboard; or (e) reverse-engineer, scrape, or resell the Service.

7. Intellectual Property

The Service, including its software, design, rubric content, and branding, is owned by Company and protected by intellectual property laws. You retain ownership of the data you input (rosters, scores, photos, notes). You grant Company a limited license to host, store, and process that data solely to provide the Service to you.

8. Third-Party Services

The Service relies on third-party providers, including Google (for authentication and Drive-based photo storage), Neon (a serverless Postgres provider, in an encrypted, access-controlled database) and a payment processor (for billing). Your use of those integrations is also subject to those providers' own terms and privacy policies. We are not responsible for the acts or omissions of third-party providers.

9. Disclaimer of Warranties

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT THE SERVICE WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

10. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (A) COMPANY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS OR THE SERVICE SHALL NOT EXCEED THE GREATER OF (I) THE AMOUNT YOU PAID COMPANY IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM, OR (II) TEN U.S. DOLLARS (\$10); AND (B) COMPANY SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF DATA, PROFITS, OR GOODWILL, ARISING FROM YOUR USE OF THE SERVICE. NOTHING IN THESE TERMS LIMITS LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW, INCLUDING LIABILITY FOR COMPANY'S OWN GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR VIOLATIONS OF APPLICABLE STUDENT DATA PRIVACY LAW THAT CANNOT BE DISCLAIMED BY CONTRACT.

11. Indemnification

You agree to indemnify and hold harmless Company, its officers, members, and agents from any claims, damages, liabilities, and expenses (including reasonable attorneys' fees) arising from: (a) your violation of these Terms; (b) your input of student data without proper authorization from your school or district; or (c) your violation of any applicable law.

12. Termination

You may stop using the Service and delete your account at any time. We may suspend or terminate your account if we reasonably believe you have violated these Terms, engaged in unlawful conduct, or misused the Service in a way that risks student data. Upon termination, your right to use the Service ends; data deletion is handled as described in our Privacy Policy.

13. Changes to These Terms

We may update these Terms from time to time. We will provide notice of material changes (such as via email or in-app notice) before they take effect. Continued use of the Service after changes take effect constitutes acceptance.

14. Governing Law and Disputes

These Terms are governed by the laws of the State of Oregon, without regard to conflict-of-law principles, unless your school or district's procurement agreement with us specifies otherwise. Each party consents and submits to the exclusive jurisdiction and venue of the state and federal courts located in Clackamas County, Oregon, for any dispute arising out of or relating to these Terms or the Service, and waives any objection to venue in that forum, including on the basis of inconvenient forum.

15. Contact

Questions about these Terms may be directed to: thinking-classroom-tracker-8be333c0@ctomail.io