

Huzzah Arcade Terms of Service

Effective date: October 13, 2026

1. Agreement to These Terms

These Terms of Service (“Terms”) govern access to and use of the Huzzah Arcade website, music games, student accounts, classroom tools, teacher and parent dashboards, leaderboards, reports, and related services (collectively, the “Service”).

The Service is provided by **Huzzah Music Publishing LLC** (“Huzzah,” “we,” “us,” or “our”).

An adult accepts these Terms through the acceptance process presented by Huzzah. Merely browsing the Service does not constitute acceptance. Student use does not by itself bind a school or district to these Terms. A child’s acceptance does not constitute parental consent under the Children’s Online Privacy Protection Act (“COPPA”).

If you use or purchase the Service for a school, school district, business, or other organization (“Organization”), you represent that you have authority to accept these Terms on the Organization’s behalf. In that case, “you” includes both you and the Organization.

If you do not agree to these Terms, do not use the Service.

Our Privacy Policy explains how we collect, use, protect, retain, and delete information. It forms part of these Terms.

2. The Huzzah Arcade Service

Huzzah Arcade provides music-learning games and educational tools. Depending on the account and available features, the Service may include:

- Music games, exercises, challenges, and practice activities;
- Generated student usernames and PIN-based authentication;
- Classes, assignments, scores, grades, and progress tracking;
- Teacher, school, and parent dashboards;
- Classroom, challenge, and global leaderboards;
- Certificates, progress reports, and classroom competitions; and
- Other music-education features.

Huzzah Arcade supports music practice and education. It is not a replacement for professional instruction or a school’s official student-information, grading, or record-retention systems.

Scores, grades, certificates, and reports may contain errors. Teachers should review results before using them for official grades or other decisions materially affecting a student.

3. Eligibility and Account Types

Adults may create teacher, parent, administrator, or other authorized accounts.

A student under 18 may use the Service only with authorization from a parent, legal guardian, school, or teacher legally permitted to provide that authorization.

A person creating or administering a teacher or Organization account represents that the registration information is accurate and that they have the necessary authority.

Student accounts use generated usernames and PIN-based authentication. These accounts are **pseudonymous, not necessarily anonymous**. Account identifiers, usernames, classroom associations, and linked performance records may be personal information or protected student information even when no real name is provided.

Students must not use real names, email addresses, telephone numbers, or other identifying information as usernames or PINs.

4. Children Under 13 and School Authorization

Huzzah Arcade is designed for students, including children under 13, in educational settings.

Students are not asked to provide their real name, email address, telephone number, mailing address, photograph, voice recording, or other direct contact information. Huzzah does not provide student messaging, chat, student-authored public posts, or student file uploads.

A school or school district may authorize collection and use of a child's information on the parent's behalf only to the extent permitted by COPPA and other applicable law.

School authorization applies only when:

- Collection and use are for the use and benefit of the school;
- Information is used for a school-authorized educational purpose;
- Information is not used for targeted advertising, marketing to students, commercial profiling, or another unrelated commercial purpose; and
- The person providing authorization has the necessary authority.

Required notice and valid authorization or consent must precede collection, use, or disclosure unless a specific legal exception applies. Creating a teacher account or accepting these Terms does not, by itself, establish that all applicable requirements have been satisfied.

Authorization must cover the intended activities and disclosures, including the applicable leaderboard audience. It does not automatically extend to unrelated commercial purposes, independent consumer use, or disclosures beyond its scope.

At-home use of a school account remains subject to the same authorized educational purpose.

When parental consent is required for use outside a school-authorized educational setting, Huzzah must obtain that consent before the collection, use, or disclosure requiring it.

Nothing in these Terms transfers Huzzah's COPPA responsibilities to a school, teacher, parent, or student.

5. Student Information

Huzzah limits student information to what is reasonably necessary to provide the educational Service.

Depending on the activity, information may include:

- Generated usernames, account identifiers, and authentication information;
- Class membership, selected instrument, and avatar;
- Game scores, levels, modes, assignments, grades, progress, achievements, and certificates;
- Timestamps, practice duration, and activity-specific performance summaries; and
- Technical information needed to operate, authenticate, secure, and maintain the Service.

Huzzah does not provide a field for teachers to enter student real names or create real-name roster mappings.

Students are not asked to provide their real names or contact information.

Huzzah does not condition participation on a child providing more personal information than is reasonably necessary for the relevant activity.

6. Use of Student Information

Huzzah may use student information only as reasonably necessary to:

- Provide games, assignments, scores, progress tracking, certificates, and classroom features;
- Operate the leaderboards described in Section 11, subject to applicable authorization and consent requirements;
- Authenticate users and maintain accounts;
- Provide authorized teachers and school personnel with classroom information;
- Maintain, secure, troubleshoot, and support the Service;

- Prevent fraud, manipulation, misuse, or unauthorized access;
- Comply with applicable law; and
- Protect the safety, security, and legal rights of Huzzah and its users.

Huzzah does not use student information to:

- Serve targeted or behaviorally personalized advertising;
- Market products or services directly to students;
- Create commercial student profiles;
- Sell or rent student information;
- Enable student-to-student messaging; or
- Publish students' real names or direct contact information.

7. Service Providers and Disclosure

Huzzah may disclose student information:

- To authorized teachers, schools, districts, parents, or legal guardians;
- Through the leaderboard audiences described in Section 11, subject to applicable consent, authorization, and disclosure requirements;
- To providers supporting the Service, only as reasonably necessary for their authorized functions;
- At the lawful direction of an authorized school, district, parent, or legal guardian;
- For a specific safety or security purpose permitted by applicable law, limited to necessary information; or
- To comply with a binding legal obligation or valid legal process, subject to applicable privacy restrictions.

An instruction from a user does not authorize a disclosure prohibited by law.

Before releasing private student records, Huzzah must reasonably verify the recipient's identity, authority, and access scope.

Providers handling student information on Huzzah's behalf are subject to applicable restrictions on use, disclosure, confidentiality, security, retention, and deletion. Huzzah is responsible for the provider assessments and written assurances required by applicable law.

Huzzah uses these providers:

Provider	Purpose
Firebase / Google Cloud	Hosting, authentication, and database services, including student accounts and practice records
Brevo	Teacher email communications

Resend	Email delivery; no student information is sent to Resend
Stripe	Adult payments and subscriptions

Further information about providers and data practices appears in the Privacy Policy.

Student information collected through school-authorized use will not be used for an unrelated commercial purpose.

8. School and Teacher Responsibilities

Schools and teachers must:

- Use the Service for legitimate educational purposes;
- Avoid entering student real names or unnecessary identifying information;
- Avoid entering student contact information, medical information, photographs, or recordings;
- Use generated usernames that do not reveal real identities;
- Obtain approvals required by their school, district, or applicable law;
- Protect teacher credentials, student PINs, and class codes;
- Limit access to private student records to authorized people;
- Follow applicable student-privacy and education-record requirements; and
- Notify Huzzah promptly of suspected unauthorized access.

These responsibilities do not replace or reduce Huzzah's own obligations.

A signed school or data processing agreement controls over these Terms to the extent of a direct conflict, subject to applicable law.

9. Organization and Administrator Control

An Organization may designate administrators for accounts it creates, purchases, or manages.

Depending on the available features, authorized administrators may:

- Manage, suspend, or terminate accounts;
- Add or remove teachers, classes, or students;
- Access information associated with the Organization's authorized use;
- Manage settings and permissions; and
- Request access, correction, export, or deletion of Organization-controlled information.

Organization control does not authorize access to another Organization's private records or eliminate applicable privacy and security obligations.

10. Account Security

Authentication credentials may be used only by their assigned user or another appropriately authorized person.

Users must:

- Keep passwords, PINs, and class codes confidential;
- Maintain reasonable control over devices used to access the Service;
- Provide accurate registration information;
- Prevent unauthorized account use; and
- Report suspected account misuse or credential exposure to team@huzzaharcade.com.

Generated usernames may be displayed or voluntarily shared as described in Section 11.

Huzzah may temporarily restrict access when reasonably necessary to protect accounts, student information, other users, or the Service.

Huzzah has adopted an Information Security and Incident Response Plan. Adoption does not constitute a guarantee that the Service is completely secure or a certification that every planned safeguard has been implemented.

Huzzah remains responsible for implementing and maintaining the safeguards required by applicable law.

If Huzzah discovers an incident affecting school-controlled student information, it will notify the school's designated contact without unreasonable delay and within applicable legal or contractual deadlines.

Notices will describe available information about the incident, affected data, protective actions, and remediation. Huzzah will provide updates as appropriate and fulfill applicable parent, user, or regulator notification obligations.

11. Leaderboards and Classroom Displays

Leaderboards use generated usernames rather than real names. Usernames and linked scores are pseudonymous student information.

Global leaderboards are accessible only to signed-in Huzzah users, including users outside a student's school. They display generated usernames and relevant game scores or rankings.

Private challenge leaderboards are restricted to authorized participants and educators from schools whose accounts are linked for that challenge.

Leaderboard displays do not include student real names or contact information.

Access restrictions do not replace applicable consent, authorization, or student-record disclosure requirements. The applicable audience and displayed information must be described in Huzzah's privacy notices.

Students may voluntarily tell classmates their own username. This does not authorize Huzzah or another person to expose private records or publicly reveal another student's identity.

Users must not attempt unauthorized re-identification, disclose another student's identity without appropriate authority, or use leaderboards for harassment.

12. Teacher-Entered Content and Classroom Records

Teachers may enter class names, assignments, grades, feedback, and related classroom information where those features are available ("Teacher-Entered Content").

The teacher, school, or applicable rights holder retains its rights in that content.

The applicable rights holder grants Huzzah a limited, nonexclusive license to access, host, process, reproduce, transmit, and display the content only as reasonably necessary to:

- Provide and maintain the Service;
- Perform authorized classroom functions;
- Address security, support, and technical issues;
- Follow lawful instructions; and
- Comply with applicable law.

This license is limited to authorized purposes and applicable retention periods. It does not authorize indefinite retention or unrelated secondary uses.

Huzzah will not make Teacher-Entered Content public or use it for targeted advertising, student marketing, or commercial student profiles.

Teachers must have authority to enter content and must avoid unnecessary student information.

General product suggestions that contain no student information may be used to improve the Service.

13. Acceptable Use

Use the Service only for its intended personal or educational purposes and in compliance with applicable law.

You may not:

- Attempt unauthorized re-identification or expose another student's identity;

- Share authentication credentials or class codes with unauthorized people;
- Access another user's private account, class, grades, or records without authorization;
- Enter unnecessary sensitive student information;
- Manipulate scores, grades, rankings, achievements, or progress;
- Misrepresent your identity or school authority;
- Use student information for unauthorized advertising, marketing, or profiling;
- Introduce malware or interfere with the Service;
- Probe or test vulnerabilities without written permission;
- Bypass security or access restrictions;
- Scrape or harvest information without permission;
- Reverse engineer or extract source code except where expressly permitted by law;
- Copy, sell, sublicense, or commercially exploit the Service without permission; or
- Violate another person's privacy, intellectual-property rights, or other legal rights.

Huzzah may investigate suspected violations and restrict access when reasonably necessary to protect the Service or enforce these Terms.

14. Intellectual Property and License

The Service, including its software, games, educational materials, artwork, audio, text, designs, and trademarks, is owned by Huzzah or its licensors and protected by intellectual-property laws.

Subject to these Terms, Huzzah grants a limited, nonexclusive, nontransferable, nonsublicensable license to use the Service for personal or authorized educational purposes.

This license does not authorize:

- Resale or redistribution;
- Charging others specifically for access to Huzzah games or materials;
- Removal of ownership notices;
- Unauthorized use of Huzzah branding; or
- Creation of a competing product using Huzzah materials or nonpublic elements of the Service.

No ownership rights are transferred.

15. Third-Party Services

Huzzah depends on third-party providers for certain operational functions.

Optional independent services must be distinguished from Huzzah's contracted providers. A link to an external service does not authorize that service to receive student records.

Any transfer of student information requires an appropriate lawful basis and applicable notice, consent, or authorization.

Huzzah does not control an independent external website merely because it links to that website. Optional third-party services may have their own terms and privacy policies.

16. Paid Plans and Purchases

Before purchase, Huzzah discloses the price, subscription duration, included features, and applicable refund terms.

Purchasers must be adults or authorized Organization representatives and must be authorized to use the payment method.

Subscriptions do not renew automatically. Continuing after the paid period requires an active purchase of another subscription. Student use does not authorize a purchase or charge.

If Huzzah permanently discontinues a paid service before the purchased period ends, Huzzah will refund the subscription fees attributable to the unused period.

Temporary outages and individual feature changes do not automatically trigger this refund.

Other refunds are governed by the disclosed purchase terms and applicable law. A signed school agreement or order form controls in the event of a direct conflict, subject to mandatory legal rights.

17. Changes to the Service

Huzzah may add, remove, or modify features to improve the Service, maintain security, comply with law, or reflect operational changes.

For planned material discontinuation affecting school-controlled records, Huzzah will provide notice and an opportunity to export records as required by the applicable school agreement.

Emergency security restrictions may take effect immediately, with subsequent notice as appropriate.

Permanent discontinuation of prepaid service is subject to Section 16.

Huzzah does not guarantee that every feature or item of content will remain available permanently.

18. Availability and Support

Huzzah will use commercially reasonable efforts to operate and maintain the Service, but uninterrupted availability is not guaranteed.

Maintenance, internet failures, provider failures, security events, or other circumstances may interrupt access.

Huzzah does not guarantee:

- Compatibility with every device, browser, network, or assistive technology;
- Preservation of information stored only on a device;
- Error-free scores or reports; or
- Suitability for every school's curriculum or recordkeeping requirements.

Schools should retain their own copies of information they must legally or operationally preserve.

These limitations do not reduce Huzzah's mandatory legal obligations.

19. Parent and School Rights

Subject to reasonable verification of identity and authority, a parent, legal guardian, school, or district may request:

- A description of information maintained about a child;
- Access to or review of that information;
- Correction of inaccurate information;
- Deletion; or
- An end to further collection or use.

Requests may be submitted to **team@huzzaharcade.com**.

Verification must be proportionate and avoid unnecessary information about the child. Knowing a username, PIN, or class code alone does not establish parental or school authority.

For school-managed accounts, Huzzah may coordinate with a verified school contact to identify the correct account and confirm authority without maintaining a real-name roster in Huzzah.

This process does not eliminate applicable direct parental rights or rights transferred to an eligible student.

Requests will be handled within applicable legal and contractual deadlines.

Stopping collection or use may prevent access to features that require the affected information.

20. Retention and Deletion

Student-record retention follows the teacher's subscription year.

If the teacher does not renew, student scores are deleted at the end of that subscription year.

If the teacher purchases another subscription year, student usernames may carry forward, but prior-year scores do not carry into the new subscription year.

Huzzah retains children's personal information only as long as reasonably necessary for the specific authorized purposes for which it was collected. Information must not be retained indefinitely or for unrelated secondary purposes.

Valid deletion and stop-collection requests remain available under Section 19 and applicable law.

Any legally required retention must be limited to the relevant information and obligation, with restricted access and use.

21. Suspension and Termination

You may stop using the Service at any time. Account-deletion requests may be submitted through available controls or to **team@huzzaharcade.com**.

Huzzah may restrict, suspend, or terminate access when reasonably necessary because of:

- Material or repeated violations;
- Unauthorized account use;
- Security, safety, or legal risks;
- Overdue payment;
- Protection of students or other users;
- Legal requirements; or
- Discontinuation of the Service or an affected feature.

When appropriate, Huzzah will provide notice and a reasonable opportunity to correct the issue.

Termination ends the applicable license. Provisions intended to survive, including ownership, confidentiality, liability, disputes, and general contractual provisions, remain effective.

Termination is subject to applicable export, deletion, and lawful retention requirements.

22. Disclaimer of Warranties

To the extent permitted by law, the Service is provided "as is" and "as available."

Huzzah does not guarantee uninterrupted operation, complete security, error-free results, or suitability for every educational purpose.

Huzzah does not guarantee a particular grade, test result, musical improvement, or student outcome.

Where warranty exclusions are restricted by law, these provisions apply only to the extent permitted.

23. Limitation of Liability

To the fullest extent permitted by law, Huzzah and its owners, employees, contractors, licensors, and providers are not liable for indirect, incidental, special, consequential, exemplary, or punitive damages, or loss of revenue, opportunity, goodwill, or anticipated educational results arising from the Service.

To the fullest extent permitted by law, Huzzah's total liability for claims arising from the Service will not exceed the greater of:

1. Fees paid for the affected Service during the 12 months preceding the event giving rise to the claim; or
2. **\$100.**

These limitations do not apply to liability that cannot legally be limited, including fraud and other applicable mandatory exceptions.

A signed school agreement may establish a separate allocation of privacy, confidentiality, security, or incident-related liability. That agreement takes precedence over this general cap.

Nothing in these Terms reduces mandatory privacy, security, consumer, child, or parental rights or obligations.

24. Organization Indemnification

Public schools, districts, and governmental entities do not assume a duty to defend or indemnify Huzzah merely by accepting these online Terms.

Any such duty must be expressly included in an authorized signed agreement and permitted by applicable law.

For other Organizations, any indemnification obligation must be expressly accepted in a written Organization agreement and limited to applicable third-party claims arising from:

- Unlawful use;
- Content entered without authority;

- Material contractual violations; or
- Infringement of another person's rights.

This provision does not require indemnification for Huzzah's own unlawful conduct, negligence, or breach.

Students and children have no indemnification obligation.

25. Changes to These Terms

Huzzah may update these Terms to reflect changes in the Service, law, security requirements, or business practices.

Huzzah will provide reasonable advance notice of material changes through the Service, email, or the account administrator.

Changes to signed school agreements follow their amendment procedures. Student use does not amend a school agreement or constitute acceptance on its behalf.

Huzzah will obtain affirmative acceptance where legally required.

Continued use does not replace required consent or authorization for new collection, use, or disclosure of children's information. Where required, that consent or authorization must precede the new practice.

26. Governing Law and Disputes

These Terms are governed by California law, without regard to conflict-of-law principles.

Before filing a legal claim, you and Huzzah agree to make a reasonable, good-faith effort to resolve the issue by contacting **team@huzzaharcade.com**.

Unless applicable law or a controlling signed agreement requires otherwise, proceedings relating to the Service must be brought in the state or federal courts located in Santa Clara County, California.

This provision does not limit mandatory consumer rights.

27. General Provisions

Entire Agreement

These Terms, the Privacy Policy, and applicable order forms, school agreements, subscription agreements, or data processing agreements govern use of the Service.

Order of Precedence

Unless a signed agreement states otherwise, conflicting documents take precedence in this order:

1. Signed school, enterprise, or data processing agreements;
2. Applicable order forms or subscription agreements;
3. These Terms; and
4. Referenced policies and guidelines.

Severability

If a provision is unenforceable, it will apply to the extent legally permitted, and the remaining provisions remain effective.

No Waiver

Failure to enforce a provision does not waive the right to enforce it later.

Assignment

You may not transfer these Terms without Huzzah's written permission.

Huzzah may transfer these Terms in connection with a merger, acquisition, restructuring, financing, or sale, subject to applicable law and school agreements.

A successor receiving student information must remain bound by applicable educational-purpose, confidentiality, security, retention, and deletion restrictions.

A transfer does not itself authorize new uses of student information. Required notice, consent, or authorization must occur before those new uses begin.

No Third-Party Beneficiaries

These Terms do not create contractual rights for nonparties except as expressly provided or required by a controlling agreement.

This provision does not limit statutory rights or rights expressly granted to children, parents, guardians, or eligible students.

Electronic Communications

Notices may be provided electronically through email, the Service, or an authorized Organization administrator, subject to applicable notice requirements.

28. Contact Information

Questions, support requests, privacy requests, and legal notices may be sent to:

Huzzah Music Publishing LLC

19405 Pinnacle Ct
Saratoga, CA 95070
United States

Email: team@huzzaharcade.com