



CoverED Terms of Service 20260818

Effective Date: Aug 18, 2026

Last Updated: Aug 18, 2026

Version: 20260818

Introduction

These Terms of Service govern use of CoverED, the substitute booking software provided by OpenArk Systems.

CoverED is sold to schools and school districts. These Terms bind two groups:

- **The Client**, the school or school district that has arranged access to CoverED for its people.
- **Each User**, every individual who logs into CoverED under an account issued by the Client.

You accept these Terms by clicking to accept them when you set up your account, and each User is asked to do so before finishing onboarding. If you are accepting on behalf of a Client, you confirm you are authorized to accept these Terms for that organization. If you do not agree, do not use the Services and tell your administrator.

We present these Terms and the CoverED Privacy Policy during onboarding, keep both linked inside the app, and record the version and date each User accepted.

Definitions

- **OpenArk Systems, we, us:** the provider of CoverED.

- **Client:** the school or school district that arranges access to CoverED.
- **Client Agreement:** the signed written agreement between OpenArk Systems and the Client covering fees, term and any service commitments.
- **User:** an individual with a CoverED account.
- **Services:** the CoverED software, its website, its notifications, and the support we provide with it.
- **Booking group:** the group CoverED books within. A single school can run more than one.
- **Administrator:** a User who can manage users, callouts, subjects, absence reasons and reporting inside their booking group.
- **Staff:** a User who needs to be covered.
- **Substitute (or sub):** a User who covers callouts.
- **Content:** anything entered, uploaded or generated in CoverED by a Client or a User, including callout details, staff notes, comments, feedback, unavailabilities and profile pictures.

One person can hold more than one role. Administrators can do everything staff and subs can do, plus more.

The Services

CoverED books substitutes for staff who need to be away. In outline:

- A callout is created recording who is away, when, and the reason.
- CoverED contacts substitutes with offers, best fit first, one at a time, by email, text message and phone call.
- The first substitute to accept gets the callout, and the other open offers expire.
- The callout is marked Covered, and the people on it can exchange comments.
- The substitute records feedback on how the callout went.

CoverED also provides unavailability tracking for substitutes, leave usage tracking for staff, an audit history of changes, CSV export of callout and profile data, and analytics for administrators.

CoverED warns rather than blocks. Where an assignment conflicts with an unavailability or an existing booking, CoverED flags it, records it, and leaves the decision with the people involved.

Some configuration, including the booking policy and block schedules, is held by us and changed on request rather than in the app.

Accounts and Access

- Accounts are created by the Client's administrators. There is no self-signup.
 - New Users receive an email link to set their own password and confirm their details.
 - Users are responsible for keeping their password confidential and for all activity under their account. Tell your administrator right away if you think your account has been used without your permission.
 - No one, including administrators and OpenArk Systems, can see or set another User's password.
 - Access is role based. Users see only what their roles allow, with one exception: profile pictures are served from our content delivery network at unguessable web addresses and can be retrieved by anyone who holds the link, without logging in. Do not upload a profile picture you would not want seen outside CoverED.
 - Contact details, including name, email address and phone number, are visible to other members of the same booking group. This is by design, so people can reach each other about coverage.
 - When a User leaves the Client's organization, it is the Client's responsibility to have an administrator deactivate or remove that account promptly.
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Acceptable Use

Users and Clients must not:

- Access, or try to access, any account, record or booking group they are not authorized to use.

- Scrape, crawl or otherwise extract data by automated means.
- Interfere with or disrupt the Services, including load testing, denial of service, or circumventing rate limits or access controls.
- Reverse engineer, decompile or attempt to derive the source code of the Services.
- Resell, sublicense or otherwise provide access to the Services to anyone outside the Client's organization.
- Upload or transmit malicious code, or content that could damage the Services or another User's systems.
- Use the Services to harass, threaten, defame or discriminate against anyone.
- Use the Services to break any law or the Client's own policies.

We may investigate suspected misuse and take action, including suspending accounts.

Client Content and Data

The Client owns its Content. We claim no ownership of it.

The Client is responsible for:

- The accuracy of the information entered into CoverED.
- Having the authority to enter that information, including any personal information about its staff and substitutes.
- Making sure its Users understand these Terms and use CoverED appropriately.

Do not enter student or child information into free-text fields. CoverED holds no student records, and it is not built to hold them. Free-text fields include staff notes, comments, substitute feedback, payroll notes, unavailability titles and descriptions, leave adjustment reasons, subject and absence-reason names, and the customer support message box. Staff notes are the highest risk: they are meant for lesson plans, links and instructions for the substitute, not for information about identifiable children. Note that "grades" in CoverED means grade levels taught, such as grade 9, not student marks.

The Client grants OpenArk Systems a limited, non-exclusive licence to host, process, transmit and display its Content to provide, support, maintain and secure the Services, and to produce product analytics and error diagnostics from use of the Services.

We do not sell Client Content and we do not use it to train machine learning models. Our product analytics include session recordings of the screens a User sees. Text is masked in those recordings, so the contents of staff notes, comments and substitute feedback are not captured, though images displayed on screen are.

Privacy

Personal information is handled as described in the CoverED Privacy Policy, which forms part of these Terms.

Our role. OpenArk Systems acts only as a service provider. The Client decides what personal information is entered into CoverED and why, and is the organization accountable for it. We process that information on the Client's documented instructions and only to provide the Services.

Where the Client is a public body under the British Columbia *Freedom of Information and Protection of Privacy Act* (FIPPA), including a board of education or a francophone education authority, we act as a "service provider" as FIPPA defines that term and we accept the duties FIPPA places on service providers, including under sections 30, 30.2, 30.5 and 33. Where the Client is instead subject to PIPEDA or the British Columbia *Personal Information Protection Act*, we process personal information on the Client's behalf under those Acts. Where the Client Agreement includes a privacy or FIPPA schedule, that schedule governs over this section.

Our own purposes. Separately, we collect product analytics, session recordings and error diagnostics from use of CoverED in order to operate, support and improve it. Those are our purposes, not the Client's. They are described in the Privacy Policy and in Third-Party Services below.

Requests and complaints. We will pass any request, complaint or regulator enquiry we receive about a Client's personal information to the Client within five

business days rather than answering it ourselves, and we will give the Client the assistance it reasonably needs to answer access and correction requests.

Security incidents. If we become aware of a breach of security safeguards affecting Client Content, we will notify the Client's administrators without unreasonable delay, and in any event within 72 hours of confirming the breach. We will tell the Client what we know about the nature of the breach, the personal information involved, the individuals affected, the likely consequences, and the steps we are taking to contain and remediate it, and we will update the Client as we learn more. We will give the Client the assistance it reasonably needs to meet its own reporting and notification duties, including under FIPPA and PIPEDA. We will not notify affected individuals or a regulator on the Client's behalf unless the Client asks us to in writing. We will keep a record of breaches as the applicable legislation requires.

Telephone and Message Notifications

CoverED contacts Users through three channels:

- **Email:** any notification.
- **Text message:** any notification.
- **Phone call:** only when a substitute is offered a callout. Nothing else phones you.

When a User accepts these Terms during onboarding, they consent to receive these messages at the email address and phone number on their profile, including automated calls and texts. Where an administrator entered a User's phone number, we will use it for text messages and phone calls only after that User has confirmed the number during onboarding or on their profile. A User can change or remove their phone number at any time.

Notifications cover offers and offers that expire, a sub being booked, assigned or unassigned, a sub dropping out, a callout being created for you, updated, cancelled or deleted, a search ending in No Sub Found, new comments, leave-balance warnings, a daily summary for administrators, and account emails such as activation and password reset.

- Users are responsible for keeping their contact details current. We are not responsible for missed offers or notices caused by out-of-date details.
 - Standard carrier message and data rates may apply. We do not reimburse them.
 - A User can switch off any channel at any time in their notification preferences, and we act on that straight away without requiring administrator approval. Account and security email, such as activation, password reset and password change, is always sent.
 - Switching off every channel may mean a User stops receiving callout offers and misses work, so we recommend keeping at least one on. Questions about these messages can go to a User's administrator or to our Privacy Officer at the address below.
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Availability, Maintenance and Support

We aim to keep CoverED available and running well, but we do not guarantee uptime unless the Client Agreement says otherwise. We may take the Services down for planned maintenance, and will try to do so outside school hours where practical.

Users should raise support requests with their own administrators first. An administrator may contact us through the in-app Customer Support window or by email.

Fees

Fees, invoicing and payment terms are set out in the Client Agreement. Individual Users pay nothing to use CoverED.

Intellectual Property

OpenArk Systems owns the CoverED software, its design, its documentation and all related intellectual property. Nothing in these Terms transfers any of it. The Client receives a limited, non-exclusive, non-transferable right to use the Services during the term of the Client Agreement.

The Client owns its Content, as set out above.

If you send us feedback, suggestions or ideas about CoverED, you grant us a perpetual, royalty-free right to use them without obligation to you.

Third-Party Services

CoverED depends on third-party providers to run. The main ones are:

- **Amazon Web Services** (Canada, ca-central-1): hosting, database, storage and backups, plus email delivery (SES). Our content delivery network caches profile pictures at edge locations outside Canada.
- **Twilio** (United States): outbound text messages and voice calls for callout offers, both from the same number. Twilio receives the recipient's phone number, the full text of every message we send, and, on a call, speaks the substitute's name, the staff member's name, the school name and the callout time. Calls are not recorded or transcribed.
- **Mixpanel** (United States): product analytics and session recording.
- **Sentry** (United States): error tracking, including a User's name, email address and IP address.
- **Grafana Cloud** (Canada): monitoring, alerting and log collection.

Personal information leaves Canada. The providers marked United States above store and process personal information there, where it may be accessible to United States courts and government authorities under the laws of that country. Where the Client is a British Columbia public body, the Client should account for this in its privacy impact assessment before deploying CoverED.

These providers are bound by their own terms and by data processing agreements with us. We are not responsible for outages or failures caused by them, though we will work to restore service.

Confidentiality

Each party will keep the other's confidential information confidential and use it only to perform under these Terms. This includes Client Content on our side and non-public details of the Services on the Client's side. It does not cover

information that is public, already known, independently developed, or required to be disclosed by law.

Users must treat information they see in CoverED about colleagues, including absence reasons, leave usage, contact details and unavailabilities, as confidential to the Client.

Disclaimers

Except as expressly stated in these Terms, the Services are provided "as is" and "as available", without other warranties of any kind, express or implied, including merchantability, fitness for a particular purpose and non-infringement.

We do warrant that we will maintain administrative, physical and technical safeguards for Client Content that are reasonable given its sensitivity, including encryption of Content in transit and at rest, role-based access control, restriction of our personnel's access to what their work requires, and retention of backups. Nothing in this section limits that warranty, our obligations under Privacy, or our security incident obligations.

CoverED is a tool for coordinating coverage. It is not a substitute for the Client's own duty to staff its classrooms. Specifically:

- We do not guarantee that a substitute will be found for any callout.
 - Staffing decisions, including who covers what and whether a classroom is adequately supervised, remain the Client's responsibility.
 - CoverED warns about conflicts but does not prevent them. Acting on a warning is up to the Client's people.
 - The Client is responsible for verifying that any person it lists as a substitute is qualified and cleared to work in its schools.
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Limitation of Liability

To the fullest extent the law allows:

- Neither party is liable for indirect, incidental, special, consequential or punitive damages, or for lost profits, lost data, or costs of substitute staffing.

- OpenArk Systems' total liability arising out of or relating to the Services is limited to the fees paid by the Client to OpenArk Systems in the twelve months before the event giving rise to the claim.
- For our breach of the Privacy or security obligations in these Terms, our breach of confidentiality, or our indemnity obligations, that limit is instead two times the fees paid by the Client to OpenArk Systems in the twelve months before the event giving rise to the claim.
- These limits are agreed between OpenArk Systems and the Client. They do not limit and are not intended to limit any right an individual has under the *Freedom of Information and Protection of Privacy Act*, the *Personal Information Protection Act*, PIPEDA or the *Privacy Act* (British Columbia), and no User gives up any such right by accepting these Terms.

Some laws do not permit the exclusion or limitation of certain liabilities, including liability for fraud, willful misconduct, or death or personal injury caused by negligence. Nothing in these Terms excludes liability that cannot lawfully be excluded, and these limits apply only to the extent permitted.

Indemnity

The Client will defend and indemnify OpenArk Systems against third-party claims, damages and reasonable costs arising from:

- Content the Client or its Users entered into CoverED, including any personal information entered without authority.
- The Client's or its Users' breach of these Terms or misuse of the Services.
- Staffing decisions made by the Client.

We will notify the Client in writing within 10 business days of becoming aware of any such claim, give the Client sole control of its defence and settlement, and cooperate at the Client's expense. The Client may not settle a claim in a way that admits fault by OpenArk Systems, or imposes any obligation or payment on us, without our written consent, which we will not unreasonably withhold. Our failure to give timely notice relieves the Client of its obligation only to the extent the delay prejudices the defence.

OpenArk Systems will defend and indemnify the Client, on the same terms in reverse, against third-party claims that the Services, used as these Terms permit, infringe a Canadian patent, copyright, trademark or trade secret. If such a claim is made or is likely, we may modify the Services so they are no longer infringing, obtain a licence allowing continued use, or terminate the affected Services and refund prepaid unused fees. This does not apply to claims arising from Client Content or from use of the Services in breach of these Terms.

Suspension and Termination

We may suspend an account or the Services where there is a security risk, suspected misuse, a breach of these Terms, or non-payment under the Client Agreement. Where practical, we will give notice first.

The Client may end its use of CoverED as set out in the Client Agreement. If no Client Agreement is in force, either party may terminate on 30 days' written notice, and either party may terminate immediately if the other commits a material breach that is not cured within 30 days after written notice describing it. The Client may also terminate immediately if we materially breach our Privacy or security obligations.

On termination:

- Access to CoverED ends for the Client and its Users.
- For 30 days after termination, the Client may retrieve its data. CSV export works only while Users can still log in, so any self-serve export should be taken before access ends. Within that window the Client may also ask us in writing for a full export, which we will provide in a machine-readable format within 30 days of the request.
- After that window, we retain Client data as described in the CoverED Privacy Policy, which sets out what we delete on request and what we keep for the Client's employment and payroll records. Deletion is carried out by us on request rather than automatically. Backups roll off on their own cycle and are fully aged out within 60 days.
- Audit-history entries may continue to record a User's former name, email address and phone number after their account is removed.

Individual Users have no right to retain access after the Client Agreement ends or after their account is removed.

Changes to the Services and to These Terms

We improve CoverED continuously and may add, change or remove features. We will not make changes that materially reduce the core function of the Services during a Client's term. If we do, we will give the Client notice, and the Client may terminate on written notice within 30 days of the change and receive a pro-rata refund of prepaid unused fees.

We may update these Terms. The Last Updated date at the top shows when. Material changes will be sent to the Client's administrators. Continued use after a change means acceptance.

Governing Law and Dispute Resolution

These Terms are governed by the laws of British Columbia and the federal laws of Canada that apply there, without regard to conflict of law rules.

The parties will first try to resolve any dispute informally by contacting each other. Any dispute that cannot be resolved that way will be brought exclusively in the courts of British Columbia, and both parties consent to the jurisdiction of those courts.

General

- **Entire agreement.** These Terms, the CoverED Privacy Policy, and the Client Agreement form the whole agreement about the Services. Where the Client Agreement conflicts with these Terms, the Client Agreement wins.
- **Severability.** If a provision is found unenforceable, the rest stays in force and the provision is applied as far as the law allows.
- **Assignment.** Neither party may assign these Terms without the other's written consent, except to a successor of substantially all of its business.
- **Notices.** Notices to OpenArk Systems go to isaac@openark.net and to the address in the Contact section. Notices to the Client go to the email addresses

of its administrators on file and to any notice address in the Client Agreement. Notice is effective on the next business day after it is sent. Notice of a security incident may also be given by telephone, followed by written confirmation.

- **Force majeure.** Neither party is liable for a delay or failure to perform caused by events beyond its reasonable control, including failure of a third-party provider named above, network or power outages, natural disasters, or labour disputes. The affected party must tell the other promptly and work to resume performance. This does not excuse an obligation to pay fees already due, and it does not excuse our security incident obligations.
 - **No waiver.** Not enforcing a provision is not a waiver of it.
 - **Survival.** Definitions, Client Content and Data, Privacy, Confidentiality, Intellectual Property, Disclaimers, Limitation of Liability, Indemnity, the termination consequences set out above, Governing Law and Dispute Resolution, and this General section survive termination or expiry of these Terms. Confidentiality obligations continue for three years after termination, and for as long as the information remains personal information in the case of personal information.
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Contact

Questions about these Terms:

OpenArk Systems

Attention: Isaac Thiessen, Privacy Officer

2-1181 Cherry Road

Victoria, British Columbia, V8Z 7G3

Canada

isaac@openark.net