### **Literacy Solutions End User License Agreement and Privacy Policy**

These terms constitute an agreement between you and Literacy Solutions *and more*, Inc, and its direct and indirect affiliates ("Literacy Solutions"). Access or use of the website and/or service constitutes acceptance of this Agreement. If You do not agree to abide by the terms and conditions of this Agreement, please do not participate as a guest or user on this Website.

#### 1. The Website

Literacy Solutions offers websites and other digital assets and services available through the Internet that require end user registration. This document will refer to these digital assets, including software, products, applications, LS created content or other services offered in connection with Literacy Solutions web properties, collectively as "the Website". In the event of a conflict between the terms and conditions of this Agreement and more specific terms and conditions that apply to another Literacy Solutions Website or integrated partner Website, the more specific terms and conditions shall prevail with respect to such conflict and only to Websites governed by such other terms of use.

## 2. Ownership of the Information, Materials and Software of the Website

You expressly acknowledge and agree that (a) the Website contains information, text, software, photos, video, graphics, music, sounds and other material (called "Materials") that are protected by copyrights, trademarks, trade secrets, patents or other proprietary rights (called "Intellectual Property Rights"); (b) all right, title and interest in and to these Materials and Intellectual Property Rights belong solely and exclusively to Literacy Solutions or its licensors; and (c) these Intellectual Property Rights are valid and protected in all forms, media and technologies existing now or developed later.

# 3. Use of the Information and Materials of the Website

- **3.1.** Limited End User License. Literacy Solutions grants a limited license to all users of the Website that is nonexclusive, personal, and nontransferable and may not be sublicensed. Website Licensees may use, display, and, when such functions are available on the Website, reformat, download, and print Materials obtained through the Website solely for their own personal, non-commercial, educational purposes. **Login Credentials** (username and password) may not be shared with others or otherwise disclosed to unauthorized third parties for any purpose whatsoever.
- **3.2.** Permitted Uses of Materials. You may, on an occasional and irregular basis, include *insubstantial* portions of Materials from the Website in memoranda, reports and presentations, and then only to the extent that such use is for educational purposes and of a non-commercial nature, does not otherwise diminish the pedagogical or commercial value of the Materials, and is otherwise permissible as "fair use", "fair dealing" or its equivalent under applicable copyright and intellectual property law. In each such instance, You must include proximate to any excerpted Materials all copyright, trademark

Literacy Solutions *and more*, Inc. 2016/2017

and other notices from the Website (whether or not included in the particular Materials used), and appropriate source attribution to Literacy Solutions and its licensors.

- **3.3.** Prohibited uses of Materials. Except as You may be expressly permitted by this Agreement under Section 3.2 above or pursuant to express written permission obtained from Literacy Solutions, You may not use, modify, adapt, reformat, download, upload, post, reproduce, broadcast, publish, display, perform, transfer or redistribute any Materials in any form, format or media or by means of any technology without obtaining the prior written authorization of Literacy Solutions and any other owner of the Intellectual Property Rights in such Materials.
- **3.3.1** You may not reproduce, use, sell, transmit, publish, broadcast, or otherwise disseminate or distribute Materials from the Website to anyone, including but not limited to others in the same company, school, college or other organization, whether or not for a charge or other consideration, including but not limited to use in or with "course packets" or with courses which do not include the Website part of the curriculum.
- **3.3.2** You may not post Materials from the Website nor answers to any homework or test questions provided by the Website to newsgroups, mail lists, electronic bulletin boards, homework sites, content aggregators, file storage services or any other on-line destination other than the assigned district Literacy Solutions url.
- **3.3.3** You may not reproduce any illustrations, charts, photographs, outlines, extensive text excerpts, chapters, or e-books included in the Materials for any use outside of the class with which the Website is being used.
- **3.4.** Permissions. If You wish to request permission to reproduce Materials from the Website for other than the specifically authorized educational purpose, or if You have any questions about the proper way to include any notices required under Section 3.2, use the information available at <a href="http://literacysolutions.net">http://literacysolutions.net</a> to contact the appropriate Literacy Solutions representative. Use of content used under license by Literacy Solutions may require the permission of Literacy Solutions's licensor. Your use of any Materials by permission must include proximate to the excerpted Materials all copyright, trademark and other notices from the Website (whether or not included in the particular Materials used), and appropriate source attribution to Literacy Solutions and its licensors.
- **4. Availability of the Website and the Materials**. Literacy Solutions may at any time, with or without notice to You, restrict the use and accessibility of the Website as well as limit the duration and amount of use made of the Website. Other than periodic restrictions for the purposes of routine maintenance, such restrictions are typically only made in extraordinary circumstances which are beyond Literacy Solutions's control. Literacy Solutions may change or discontinue any portion, feature, or content of the Website at any time with or without notice to You; however, Literacy Solutions will make reasonable efforts to provide end users notice of significant changes to the Website when feasible and provide alternative materials if substantial portions of the Website are

Literacy Solutions *and more*, Inc. 2016/2017

removed. Information and updates about the changes to the Website and its availability are posted regularly at Literacy Solutions 24/7 technical support.

**5. Third Party Websites and Content**. Literacy Solutions assumes no responsibility for any Materials posted by third parties on the Website or accessed on the Website through hypertext or other computer "links" to sites hosted by third parties that are outside of Literacy Solutions's control ("Third-Party Site"). Literacy Solutions does not endorse products, services or information provided by such third parties and shall not be responsible or liable, directly or indirectly for any damage or loss caused or alleged to be caused by or in connection with, use or reliance on any content, goods or services available on or through any Third Party Site or otherwise posted by third parties on the Website. Likewise, the inclusion of links to Third Party Sites on the Website does not imply that the owners of such Third-Party Sites have given permission for inclusion of these links, or otherwise sponsored or endorsed Literacy Solutions's Website. Literacy Solutions is not responsible for the accessibility of Third-Party Sites accessed through links on the Website. Should You discover that a link to a Third-Party Site is broken, no longer pointing to the content so indicated on the Website, or otherwise pointing to inappropriate content, please contact Literacy Solutions 24/7 technical support.

#### 6. End User Content

**6.1.** The Website may provide functionalities for users to upload or post comments, ideas, articles, information, data, text, software, music, sound, photographs, graphics, video, messages, and other materials or submissions ("End User Content"). You should only post End User Content that is Your own original work or for which You have otherwise obtained the necessary right or permission to publicly broadcast. The views and opinions expressed in any End User Content do not necessarily reflect those of Literacy Solutions or its licensed content providers or licensors. The end user who posted the End User Content is solely responsible for such End User Content. You acknowledge that Literacy Solutions does not pre-screen End User Content. Literacy Solutions and its designees reserve the right (but not the obligation) at their sole discretion to monitor, refuse to post, or remove any End User Content for any reason. Literacy Solutions reserves the right to terminate Your access to the Website to prevent further posting of prohibited End User Content. Please notify Literacy Solutions if You discover any Prohibited End User Content (as described below in Section 6.3) at Literacy Solutions 24/7 technical support.