

TeleTeachers' Terms & Conditions

Last updated: October 21, 2021

Welcome, and thank you for your interest in TeleTeachers Inc. (“**TeleTeachers**”, “**we**”, or “**us**”) and our web site at TeleTeachers.com (the “**Site**”), as well as all related web sites including but not limited to www.teleteachers.com (“**TeleTeachers**”), embeddable widgets, downloadable software, mobile applications (including tablet applications), and other services provided by us and on which a link to these Terms and Conditions is displayed (collectively, together with the Site, our “**Service**”). These Terms and Conditions are a legally binding contract between you and TeleTeachers regarding your use of the Service.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. BY CLICKING “I ACCEPT” DURING THE SIGNUP PROCESS, OR BY USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU (A) AGREE TO THIS AGREEMENT ON BEHALF OF THE ORGANIZATION, COMPANY, OR OTHER LEGAL ENTITY FOR WHICH YOU ACT (“YOU”) AND (B) REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND YOU AND YOUR AFFILIATES TO THE FOLLOWING TERMS AND CONDITIONS (COLLECTIVELY, THE “TERMS”). IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE TO THE TERMS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE ANY PRODUCT OR RECEIVE ANY PROFESSIONAL SERVICES.

1. TeleTeachers Service Overview. The Service is a cloud-based adaptive learning program for collecting student data, providing an education and/or therapeutic platform and district administrative access. Through its Teacher/Administrative Dashboard, the Service provides schools and school districts with data on each student’s progress and highlights where an individual, or the entire class, may be struggling. The Service’s flexibility allows schools and school districts to use the program in a variety of ways – from educational and/or therapeutic intervention, to virtual and/or in person instruction and student data collection. The Service’s mission is to provide the most personalized and engaging learning and therapeutic experience to students around the world.

2. Eligibility. By agreeing to these Terms, you represent and warrant to us: (i) that you have not previously been suspended or removed from the Service; (ii) that your registration and your use of



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the Service is in compliance with any and all applicable laws and regulations; and (iii) that all registration information you submit is accurate and truthful, including the school code that you use to register for the Service.

3. User Accounts and Registration. To access the Service, you must register for an account with the TeleTeachers licensing code provided by your school or school district. When you register for an account, you may be required to provide us with some information about yourself and the school or class with which you use the Service. You agree that the information you provide to us is accurate and that you will keep it accurate and up-to-date at all times. When you register, you will be asked to provide a password. You or the individual supervising your use of the Service are solely responsible for maintaining the confidentiality of your account and password. You agree to accept responsibility for all activities that occur under your account. If you have reason to believe that your account is no longer secure, then you must immediately notify us at hello@TeleTeachers.com.

When you register for the Service as a school or school district, you represent and warrant that you, as the representative of the school or school district, are submitting student-related information to the Service in compliance with applicable laws, such as the U.S. Children's Online Privacy Protection Act, and that you have provided any required notices and collected any required consents from students and/or parents/guardians so that we may receive, maintain, process, use, and disclose the information you submit as described in these Terms and our Privacy Policy. You acknowledge and agree that you, and not TeleTeachers, are obligated to provide any notices and obtain any consents from students and/or parents/guardians as required by applicable law. You acknowledge and agree that you are responsible for all use or misuse of the Service by any users who register for the Service in connection with your school code or class code ("**Authorized Users**"), and a breach by any Authorized User of these Terms shall be deemed a breach of these Terms by you. As between you and TeleTeachers, you agree that you are responsible for notifying and obtaining the agreement of such teachers and students to the restrictions with respect to the Service. TeleTeachers reserves the right to immediately suspend access to the Service if TeleTeachers believes, in its sole discretion, that an Authorized User has misused the Service.

4. Trial or Pilot Period. A school or school district may request a free trial subscription to the Service ("**Trial/Pilot Period**"). Any Trial Period permitted by TeleTeachers is also subject to these Terms. During any Trial Period, you may use the Service solely for the purpose of evaluating the functionality and performance of the Service. The Trial Period will end automatically unless a

purchase order is received prior to expiration of the Trial Period and any data stored in the Service may become unavailable at that time.

5. Payment. If you are a school or school district, you may be required to pay a subscription fee (excluding any permitted Trial Period) in order for Authorized Users to access the Service, or access certain features of the Service. Before you are required to pay any fees, you will have an opportunity to review and accept the applicable fees that you will be charged, including any periodic charges. All fees are in U.S. Dollars and are non-refundable. In order for TeleTeachers to either charge the payment method you specify at the time of purchase, or invoice you for your selection, we require a purchase order to be issued. You authorize TeleTeachers to charge all sums described herein to such payment method. Payment of any invoice is due within 45 days after the date of the invoice. Any payment not received within 45 days after the date of the invoice may accrue (except with respect to changes then under reasonable and good faith dispute), at TeleTeachers's discretion, late charges of 1.5% of the outstanding balance per month, or the maximum rate permitted at law, whichever is lower, from the date such payment was due until the date paid. TeleTeachers may change the fees for the Service, or the fees for any feature of the Service, at any time, and upon your renewal of your subscription or other subsequent purchase of any service from TeleTeachers, you will be charged the applicable then-current fees. Unless otherwise stated, TeleTeachers's stated fees do not include any local, state, federal or foreign taxes, levies or duties of any nature ("**Taxes**"). You are responsible for paying all Taxes, excluding only taxes based on TeleTeachers's income. If TeleTeachers has the legal obligation to pay or collect Taxes for which you are responsible under this Section 5, you will be invoiced and agree to pay the appropriate amount unless you provide TeleTeachers with a valid tax exemption certificate authorized by the appropriate taxing authority.

6. License. Subject to your complete and ongoing compliance with these Terms, TeleTeachers grants you, a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Service. In connection with your use of the Service, you will comply with all applicable laws, rules and regulations.

7. Prohibited Conduct. BY USING THE SERVICE YOU AGREE NOT TO AND AGREE NOT TO PERMIT ANY AUTHORIZED USER TO:

a. reproduce, distribute, publicly display, or publicly perform the Service;



- b. make modifications to the Service;
- c. use the Service for any illegal purpose or in violation of any local, state, national, or international law;
- d. harass, threaten, demean, embarrass, or otherwise harm any other user of the Service;
- e. violate, or encourage others to violate, any right of a third party, including by infringing or misappropriating any third party intellectual property right;
- f. interfere with security-related features of the Service, including by: (i) disabling or circumventing features that prevent or limit use or copying of any content; or (ii) reverse engineering or otherwise attempting to discover the source code of any portion of the Service except to the extent that the activity is expressly permitted by applicable law;
- g. interfere with the operation of the Service or any user's enjoyment of the Service, including by: (i) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code; (ii) making any unsolicited offer or advertisement to another user of the Service; (iii) collecting personal information about another user or third party without consent; or (iv) interfering with or disrupting any network, equipment, or server connected to or used to provide the Service;
- h. perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation, accessing any other Service account without permission, or falsifying your age or date of birth;
- i. sell or otherwise transfer the access granted under these Terms or any Materials (as defined in Section 11) or any right or ability to view, access, or use any Materials; or attempt to do any of the acts described in this Section 7 or assist or permit any person in engaging in any of the acts described in this Section 7.

8. Protection Against Unauthorized Use. You will prevent any unauthorized use of the Service and will immediately notify TeleTeachers in writing of any unauthorized use of which you become aware.



You will immediately terminate any unauthorized use by persons having access to the Service through you.

9. Feedback. If you choose to provide input and suggestions regarding problems with or proposed modifications or improvements to the Service (“**Feedback**”), then you hereby grant TeleTeachers an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right to commercialize the Feedback in any manner and for any purpose, including to improve the Service and create other products and services. Feedback can be sent to hello@teleteachers.com.

10. Your Data. Subject to the terms and conditions of these Terms, you grant to TeleTeachers a limited, non-transferable license to use the information and data that you enter into the Service or otherwise provide to TeleTeachers in connection with the Service (“Data”) for the purpose of providing the Service. You represent and warrant that: (i) you own the Data posted by you on or through the Service or otherwise have the right to grant the license set forth in this Section 10; (ii) the posting and use of Data on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights, or any other rights of any person; and (iii) the posting of Data on the Service does not result in a breach of contract between you and any third party. TeleTeachers may calculate aggregate, anonymized statistics about the Data and your use of the Service and use those statistics (but not the underlying Data) for purposes of sales, marketing, business development, product enhancement, or customer service. For the avoidance of doubt, the Service automatically generates usage data, including statistics regarding clicks, impressions and page views. TeleTeachers owns this usage data and may use and share it for any purpose. Please read the TeleTeachers Privacy Policy carefully for information relating to our collection, use, storage, disclosure of your personal information. The TeleTeachers Privacy Policy is incorporated by this reference into, and made a part of, these Terms.

11. Ownership; Proprietary Rights. The Service is owned and operated by TeleTeachers. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of the Service (the “Materials”) provided by TeleTeachers are protected by all relevant intellectual property and proprietary rights and applicable laws. All Materials contained in the Service are the property of TeleTeachers or our third-party licensors. Except as expressly authorized by TeleTeachers, you may

not make use of the Materials. TeleTeachers reserves all rights to the Materials not granted expressly in these Terms.

12. Third-Party Services and Linked Websites. TeleTeachers may provide tools through the Service that enable you to export information to third-party services, including through features that allow you to link your account on TeleTeachers with an account on the third-party service. TeleTeachers may also enable you to integrate (by exporting and importing) certain of your school-related information into your TeleTeachers account through a third-party service provider with which your school has a contractual relationship, such as a provider of a learning management system, student information system, or a digital gradebook. By using these tools, you agree that we may transfer and receive such information to and from the applicable third-party service. Such third-party services are not under our control, and we are not responsible for their use of your exported or imported information. The Service may also contain links to third-party websites. Such linked websites are not under our control, and we are not responsible for their content. TeleTeachers is not responsible for the accuracy or reliability of third-party information and you assume sole responsibility for the use of third-party information.

13. Termination of Use; Discontinuation and Modification of the Service. Unless otherwise specified at the time of purchase, and subject to your payment of all applicable fees for the Service, these Terms are effective beginning when you accept the Terms or access, or use, the Service, and ending when terminated as described in this Section 13. If you violate any provision of these Terms, your permission to use the Service will terminate automatically and TeleTeachers will not be obligated to refund any fees you have paid. Additionally, TeleTeachers, in its sole discretion may suspend your access to the Service at any time, with or without notice, if we suspect a violation of any provision of these Terms. We also reserve the right to modify or discontinue the Service at any time (including, without limitation, by limiting or discontinuing certain features of the Service) without advance notice to you. TeleTeachers will have no liability whatsoever on account of any change to the Service or any suspension or termination of your access to or use of the Service. You may terminate your account at any time by contacting customer service at hello@teleteachers.com. If you terminate your account, you will remain obligated to pay all outstanding fees, if any, relating to your use of the Service incurred prior to termination. Upon the termination of these Terms, TeleTeachers will have no obligation to store, maintain or permit retrieval of any of your Data.

14. Modification of these Terms. We reserve the right, at our discretion, to change these Terms on a going-forward basis at any time. The “Last Updated” date at the top of this page indicates when these Terms and Conditions were last revised. Please check these Terms periodically for changes. In the event that a change to these Terms materially modifies your rights or obligations, you will be asked to accept such modified terms in order to continue to use the Service. Material modifications will be effective upon your acceptance of such modified Terms. Immaterial modifications are effective upon publication. For the avoidance of doubt, disputes arising under these Terms will be resolved in accordance with these Terms in effect at the time that either TeleTeachers or you receives written notice of the dispute.

15. Indemnity. Except to the extent prohibited by applicable law, you are responsible for your use of the Service, and you will defend and indemnify TeleTeachers and its officers, directors, employees, consultants, affiliates, subsidiaries and agents (together, the “TeleTeachers Entities”) from and against every claim brought by a third party, and any related liability, damage, loss, and expense, including reasonable attorneys’ fees and costs, arising out of or connected with: (i) your unauthorized use of, or misuse of, the Service; (ii) your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation; (iii) your violation of any third party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; or (iv) any dispute or issue between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of those claims.

16. Disclaimers; No Warranties.

THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS. TELETEACHERS DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE, INCLUDING: (I) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (II) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. TELETEACHERS DOES NOT WARRANT THAT THE SERVICE OR ANY PORTION OF THE SERVICE, OR ANY MATERIALS OR CONTENT

OFFERED THROUGH THE SERVICE, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND TELETEACHERS DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICE OR TELETEACHERS ENTITIES OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICE WILL CREATE ANY WARRANTY REGARDING ANY OF THE TELETEACHERS ENTITIES OR THE SERVICE THAT IS NOT EXPRESSLY STATED IN THESE TERMS. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY RESULT FROM THE SERVICE AND YOUR DEALING WITH ANY OTHER SERVICE USER. YOU UNDERSTAND AND AGREE THAT YOU USE ANY PORTION OF THE SERVICE AT YOUR OWN DISCRETION AND RISK, AND THAT WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE SERVICE) OR ANY LOSS OF DATA, INCLUDING USER CONTENT. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. TELETEACHERS DOES NOT DISCLAIM ANY WARRANTY OR OTHER RIGHT THAT TELETEACHERS IS PROHIBITED FROM DISCLAIMING UNDER APPLICABLE LAW.

17. Limitation of Liability.

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE TELETEACHERS ENTITIES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICE OR ANY MATERIALS OR CONTENT ON THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY TELETEACHERS ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE. TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF THE TELETEACHERS ENTITIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SERVICE OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE GREATER OF: (A) THE AMOUNT YOU HAVE PAID TO TELETEACHERS FOR ACCESS TO AND USE OF THE SERVICE IN THE 12 MONTHS PRIOR TO THE EVENT OR CIRCUMSTANCE GIVING RISE TO CLAIM; OR (B) \$100. EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF



DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 15 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE 16.

18. Children's Online Privacy Protection Act Notice (COPPA)

18.1 Required Consent. Your consent is required for the collection, use, and disclosure of personal information from children under 13 on our services. We will not collect, use, or disclose any personal information from children under 13 if you do not provide such consent. The Federal Trade Commission has stated that a district or school may consent to such data collection, use, and disclosure on behalf of the parent or guardian to the extent such data collection, use, and disclosure is to provide services solely for the benefit of the school.

18.2 Your Consent. You hereby authorize TeleTeachers to collect, use, and disclose personal information collected from your school's students under the age of 13 who use TeleTeachers's services. Such collection, use, and disclosure are necessary to facilitate providing the TeleTeachers services to your school as described below and in its privacy policy located at Privacy Policy.

18.3 Collected Information.

(i) We collect the following information from children under 13 years of age in our registration process:

- (a) First and last name;
- (b) Email address (optional);
- (c) Username and password; and
- (d) Name and location of School.



(ii) We also may collect the following additional information from children under 13 in the context of using our Services:

(a) Information about the child's activities on our Services, including the child's participation in our online tool (MIRA), the lessons he or she participates in, the answers he or she provides, and his or her performance on those lessons, tests, IEP goals and curricula;

(b) Information about the child's use of the Service, such as browser type, nature of the device from which the child is visiting the Services, the Web site that a child visits immediately prior to accessing any Web-based Services, and the actions the child takes on our Services; and

(c) Persistent identifiers, such as IP address, mobile device identifiers, or identifiers associated with cookies.

18.4 Privacy Policy. For more detail regarding TeleTeachers's information privacy practices, please review our privacy policy located [here](#).

19. Miscellaneous.

19.1. General. These Terms, together with the Privacy Policy, quotes and invoices issued by TeleTeachers, any consent provided by you regarding TeleTeachers's collection, use, or disclosure of personal information, and any other agreements expressly incorporated by reference herein, constitute the entire and exclusive understanding and agreement between you and TeleTeachers regarding your use of and access to the Service, and except as expressly permitted above may be amended only by a written agreement signed by authorized representatives of all parties to these Terms. **Terms and conditions stated on any purchase order, acknowledgement or other such document relating to the Service issued by you, will not change, alter, or add to these Terms.** You may not assign or transfer these Terms or your rights under this Agreement, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms at any time without notice. The failure to require performance of any provision will not affect our right to require performance at any time thereafter, nor shall a waiver of any breach or default of these Terms or any provision of these Terms constitute a waiver of any subsequent breach or default or a waiver of the provision itself. Use of section headers in these Terms is for convenience only and shall not have any impact on the interpretation of particular provisions. In the event that any part of



these Terms is held to be invalid or unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remaining parts will remain in full force and effect. Upon termination of these Terms, any provision that by its nature or express terms should survive will survive such termination or expiration, including, but not limited to, Sections 2, 3, 5, 7, 8, 9, 10 and 11 through 18.

19.2. Governing Law. Unless prohibited by applicable law: (a) these Terms shall be governed by the laws of the State of Illinois without regard to conflict of law principles; and (b) you and TeleTeachers agree to submit to the personal and exclusive jurisdiction of the state courts and federal courts located within Chicago, Illinois, for the purpose of litigating all lawsuits or court proceedings arising out of or related to these Terms. We operate the Service from our offices in Chicago, and we make no representation that Materials included in the Service are appropriate or available for use in other locations. Solely to the extent you are prohibited by applicable law from agreeing that your contracts be governed by the laws of the State of Illinois, or from dispute resolution in the State of Illinois, these Terms shall be governed by the laws of the State required by applicable law, and jurisdiction and venue for contract actions will be in the courts of that State.

19.3. Additional Terms. Your use of the Service is subject to all additional terms, policies, rules, or guidelines applicable to the Service or certain features of the Service that we may post on or link to from the Service (the “**Additional Terms**”). All Additional Terms are incorporated by this reference into, and made a part of, these Terms.

19.4. Notice to California Residents. If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Service of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the Service or to receive further information regarding use of your personal data.

19.5. Consent to Electronic Communications. By using the Service, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about your choices regarding our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.



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19.6 Contact Information. The Service is offered by TeleTeachers Inc., an Illinois company, with offices located at 1 E. Erie Street, Suite 525 PMB 4215, Chicago, IL 60611. You may contact us by sending correspondence to the foregoing address or by emailing us at hello@teleteachers.com. If you are a California resident, you may have these Terms mailed to you electronically by sending a letter to the foregoing address with your electronic mail address and a request for these Terms.

19.7. International Use. We make no representation that the Service is appropriate or available for use outside of the United States. Access to the Service from countries or territories or by individuals where such access is illegal is prohibited.



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