



Terms of Use and Master Services Agreement

Effective November, 2019

EdGems Math cares about the privacy of the administrators, teachers and students who use our service. We are a signatory to the Student Privacy Pledge and we comply with the FTC's Children's Online Privacy Protection Act (COPPA). We support the goals and guidelines set forth by industry self-regulatory bodies and experts such as the Center for Media Education (CME), and we support districts and schools that are subject to compliance with the Family Educational Rights and Privacy Act (FERPA).

Introduction

The following Terms of Service for the EdGems Math site is a legal contract between you, either an individual subscriber, member, or user of at least 13 years of age, or an individual acting on behalf of an entity ("You"), and EdGems regarding your use of the EdGems Math site. Visitors and users of the EdGems Math site are referred to individually as "User" and collectively as "Users".

You will not be able to access any areas of this EdGems Math site without registering your details with us. By accessing any part of this EdGems Math site, you agree to follow and be bound to the terms and conditions concerning your access to and use of the Website as set forth in these Terms of Use.

Ownership

This site is owned and operated by EdGems Math LLC. The contents of this site are owned by EdGems Math (i.e., "Teachers Gems" and "Gem Challenges") or are links to licensed and/or third parties and are protected by U.S. and foreign copyright, trademark, and other laws.

EdGems Math includes links or references to other web sites. School districts license the use of the EdGems Math interface to be provided with district-selected links to proprietary content paid for by the district, or to links to open educational resources. At the beginning of each school year, districts provide the links they want to use within the EdGems Math interface, so that their teachers are able to access district-curated resources to supplement their curriculum, on a grade-by-grade basis.

Districts agree that by using EdGems Math, they are not paying EdGems Math for any third-party content to which they do not subscribe, or which is not freely available via online links to use for educational purposes only. Districts also agree that they are responsible for obtaining any necessary passwords to access restricted or gated sites. Throughout the school year, EdGems Math researches these content providers and shares publicly available findings to districts relating to them.

Access and use of links to and of proprietary or "open" third-party content via EdGems Math is at the sole risk of the user. When you use these links, you are leaving the EdGems Math site. EdGems Math does not control and is not responsible for these websites or their content, policies, or availability.

Use of Materials

No material from this Site may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way, except:

- (i) you may download one copy of copyrighted EdGems Math materials on any single computer for your personal non-commercial use only, provided you keep intact all copyright, trademark, and other proprietary notices, and
- (ii) teachers may reprint or photocopy in classroom quantities only the pages or sheets in works expressly designated for such use (i.e., the "Teacher

Gems”) and carrying an EdGems Math or copyright notice. Such pages are designed to be reproduced by teachers for use in their classes with accompanying EdGems Math material, provided each copy made shows the copyright notice. Such copies may not be sold, and further distribution is expressly prohibited.

(iii) If allowed by third party sites, teachers may download materials for educational purposes only.

Modification of the materials or use of the materials for any other purpose is prohibited.

Creating Student Accounts

Administrators and teachers are required to provide account “class codes” to students, or to roster students into EdGems Math through a district-endorsed method. You may only create an account for students you have consent and authority for. By entering a student’s information into EdGems Math, you represent and warrant that you have all necessary consent and authority, including from the student’s legal guardian, to create an account on such Student’s behalf.

Disclosure of Student Data

Teachers and Administrators using EdGems Math are solely responsible for ensuring that you and your school are compliant with all applicable laws and regulations related to your disclosure of student Data and other student information (“student records”) to EdGems Math in connection with its Services, including, but not limited to the Family Educational Rights and Privacy Act (“FERPA”). Without limiting the generality of the foregoing, for all Student Records disclosed to EdGems Math, you represent and warrant, to the extent required by applicable law such as FERPA, that your School has (a) notified such students’ parents or legal guardians of your use of third party services, including EdGems Math, and the potential disclosure of Student Records in connection with such use and (b) obtained the appropriate consent(s) from the parents or legal guardians of such students.

Subcontractors

EdGems Math may rely on one or more subcontractors to perform services. Upon request, EdGems Math agrees to share with you the names of subcontractors that have direct access to student data made available by you. All subcontractors and successor entities of EdGems Math will be subject to the protections for student data set forth in these Terms.

Service Access

EdGems Math is provided "as is" and without any warranty, and you use this site at your own risk. In particular, we don't promise that the EdGems Site will be available at any particular time or that the EdGems Math site will be error free, accurate or reliable.

EdGems Math attempts to ensure that its Site is normally available 24 hours a day, but will not be liable if for any reason its Site is unavailable at any time or for any period. Access to this Site may be suspended temporarily and without notice in the case of system failure, maintenance or repair, or for reasons beyond the control of EdGems Math.

Limitation of Liability

The material on the EdGems Math site is provided "as is" and "as available" basis, without any conditions, warranties or other terms of any kind.

If you are not happy with EdGems Math or any of its services or content, your sole remedy is to stop using the site. You agree that, to the maximum extent allowed by law, EdGems Math and any of its affiliated companies and associates and the officers, directors, employees, shareholders or agents, or other customers, will not be liable to you for any claim (including claims for breach of contract, loss of income, profits, goodwill, data, contracts, use of money, or loss of damage; negligence or whether in tort) relating directly or

indirectly to these Terms, even if we are negligent. In particular, even if you have notified us about a potential adverse effect, we will not be liable for any direct, indirect, incidental, special, consequential or punitive damages, including lost profits, lost savings, loss of goodwill or the cost of substitute goods.

If your use of material on this website results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.

We will not be liable in any way for interruption to your classes, your use of the services or inability to use the services, content provided by other users or third parties or changes we make to the services or our decision to stop providing the services.

Legal Notices and Jurisdiction

Any claims related to the Sites of these Terms brought by you or by us will be resolved under the laws of the state of Massachusetts (excluding choice of law principles) and must be brought in an appropriate court in that state. Both you and EdGems Math agree to the jurisdiction of Massachusetts courts, and neither of us may object to having claims brought against us in Massachusetts on the grounds that it's not convenient.

Changes to These Terms and to the Sites

We may change these Terms from time to time; we will post notices on the Sites and send emails to registered users when we make such changes, but ultimately you are responsible for complying with the most recent version of these Terms, which you can find through a link on the bottom of our home page and on other pages as well.

We may change the functionality of the Sites, or stop offering the Sites altogether, at any time and without notice to you.

Termination

We will delete your account upon your request, unless your account is provided through an agreement we have with another party, such as a school district. After you have deleted your account, your Content will no longer be accessible through the Sites unless you have granted others the right to make derivative works, in which case those derivative works may still be available.

We may suspend or terminate your account at any time, in our sole discretion.