

LEARN THRU MOVEMENT, INC.

TERMS OF USE

Effective as of 12/20/2024

Welcome to Learn Thru Movement, Inc.'s Terms of Use agreement. The following are the terms of service that define the relationship between Learn Thru Movement, Inc. (doing business as Math & Movement) and you, a user of our Site or Services. These terms govern your use of our Services.

For purposes of this agreement, "Site" refers to the company's website, which can be accessed at mathandmovement.com or mathandmovementonlinelearning.com. "Service" refers to the company's services accessed via the Site, in which users can teach and assess students (using Math & Movement materials), complete grade level assessments, complete course lessons and practice problems, and track student progress. The terms "Company," "Math & Movement," "we," "us," and "our" refer to Learn Thru Movement, Inc. "You" refers to you, as a user of our Site or Service.

These Terms of Service contain general terms that apply to you as a user of the Math & Movement Website and Math & Movement Classroom Portal service, along with additional terms that may apply to you as a user registered as a teacher, school leader, aide, or other similar personnel. The following Terms of Use apply when you view or use the Service via our website located at mathandmovement.com or mathandmovementonlinelearning.com.

When using the Service, you will also be subject to the Learn Thru Movement, Inc. Privacy Policy and any posted guidelines, policies, or rules applicable to specific features of the service, which may be posted from time to time (collectively the "Guidelines"). These terms of service, including any other Guidelines and future modifications (collectively, the "Agreement"), govern your use of the Service and is a legal contract between you and Learn Thru Movement, Inc. If there is any inconsistency between the Terms of Service and any of the Guidelines, the additional Guidelines will prevail to the extent of the inconsistency.

- I. AGREEING TO OUR TERMS**
- II. REGISTRATION AND SECURITY**
- III. ACCEPTABLE USE**
- IV. PRIVACY**
- V. MESSAGING**
- VI. TECHNOLOGY AND INTELLECTUAL PROPERTY**
- VII. COPYRIGHT**
- VIII. FERPA**
- IX. REPRESENTATIONS, WARRANTIES, AND LIABILITIES**
- X. MODIFICATIONS**
- XI. TERMINATION**

XII. DISPUTE RESOLUTION

I. AGREEING TO OUR TERMS

By creating an account on or accessing the Math & Movement Website and Math & Movement Classroom Portal Service, you acknowledge that you have read and agree to be bound by this Agreement. If you are using the Service on behalf of an institution that has a separate written agreement with Learn Thru Movement, Inc., that agreement governs your use of the service.

For Minor Users under the age of 13, Learn Thru Movement, Inc. follows the United States Federal Trade Commission's ("FTC") Children's Online Privacy Protection Act and its implementing regulations under the Children's Online Privacy Protection Rule ("COPPA") consent rules that prohibit online service providers from knowingly collecting personal information from children under 13 years of age without verifiable parental consent or notice as applicable ("Consent").

Consent may be obtained by a teacher, School Personnel, or district setting up the Student's Account and allowing the student to log in or otherwise allow students to access the Math & Movement Website and Math & Movement Classroom Portal from school ("School Consent").

Please review the following terms carefully. By accessing or using the Service, you signify your agreement to these Terms of Use. **If you do not agree to be bound by these Terms of Use in their entirety, you may not access or use the Service.**

PHYSICAL PRODUCT RETURN POLICY

Enjoy our 30-day money-back guarantee for individual item orders. **Please note it is 30 days of the invoice or credit card order date.** Packages or multiple items will have a 20% restocking fee. Items must not be used or damaged. Please note customers will be responsible for return shipping costs. Prices on the website are subject to change.

Access to our Digital Classroom Portal (<https://mathandmovementonlinelearning.com/>) is currently provided free of charge. However, we reserve the right to modify this access in the future, including but not limited to transitioning to a subscription-based model.

II. REGISTRATION AND SECURITY

As a condition of using the Service, you are required to register an account on <https://mathandmovementonlinelearning.com/> or <https://mathandmovement.com/>. For an Educator Account, you will need to choose a username and password, and provide contact information (email address). You can also add your school name and address if you would like. **Please note school address is not required information. You can choose to enter your address or click "I do not teach in a**

school” or the skip button to skip this step. (“Company User ID”). An Educator needs to create accounts and logins for students (“Student Login(s)”).

When you register or create a Student Login, you must provide Company with accurate, complete, and current Company User ID and Student Login information. As an educator, you will be responsible for creating the usernames and passwords for your students. If your student needs a password reset, you will be able to change their password in the student dashboard. You may not use a name of another person as your User ID or Student Login with the intent to impersonate that person. You will not provide any false information or create an account for anyone other than yourself without permission. Learn Thru Movement, Inc. reserves the right to refuse registration or to cancel a Math & Movement Website and Math & Movement Classroom Portal Educator Login and Account or Student Login and Account at its discretion.

You shall be responsible for maintaining the confidentiality of your login credentials, Math & Movement Website and Math & Movement Classroom Portal ID, Student Login, and password (“Account Credentials”) and will not share them with anyone or let anyone else access your Account Credentials or account. You may not transfer your Account Credentials or account to anyone. New educators will need to create their own accounts. Students can also only use their student login and their account, created by their educator. **Learn Thru Movement, Inc. will not be liable for any direct or indirect losses that you may incur as a result of someone else using your Account Credentials, either with or without your knowledge, or as a result of failure to comply with this section. However, you may be held liable for losses incurred by Math & Movement or another party due to someone else using your Account Credentials.**

You agree to: (1) promptly notify Learn Thru Movement, Inc. of any unauthorized use of your account or any other security breach of your Account Credentials or a child’s personal information and (2) ensure that you properly log out of your account at the end of each session.

You agree that (1) all Account Credential information you submit is truthful and accurate, and (2) if you are setting up a Student Login, that you have obtained any and all necessary rights, permissions, or consents to access, setup, monitor, use, or disclose any data from such accounts of other Users.

III. ACCEPTABLE USE

As long as you are complying with all of the terms and conditions of this Agreement, Learn Thru Movement, Inc. gives you permission to access and use the Service. The Service is available for your personal, non-commercial use and should only be used for educational purposes or lawful purposes. The right to access and use the Service is revoked in jurisdictions where it may be prohibited, if any.

We are constantly changing and improving our Services. We may add or remove functionalities or features, and we may suspend or stop a Service altogether at any time, including, for example, if you do not comply with this Agreement or if we are investigating suspected misconduct. You can stop using our Service at any time. We may also create or add new limits to our Service or restrict your access to a part or all of the Service at any time without notice or liability.

We understand that preserving your data and being able to access your data is important. If we discontinue a Service, where reasonably possible, we will give you reasonable advance notice and a chance to get information out of that Service.

USER CONDUCT AND RESTRICTIONS

Except as expressly permitted under this Agreement, you agree that your permission to use the Service is conditioned upon you following all of the use and conduct restrictions outlined in this section. When using our Service, you agree to:

- Only use the Service as permitted by law
- Access the Service for only personal, non-commercial purposes solely as permitted by the normal functionality of the Service
- Comply at all times with the Community Guidelines

COMMUNITY GUIDELINES

You agree that you **will not**, under any circumstances:

- Post unauthorized commercial communications (such as spam, promotional emails, or advertisements) on the Site
- Use the Site for solicitation of a business in the course of a trade or connection with a commercial enterprise
- Upload viruses or other malicious code, files, or programs on the Site
- Disable, overburden, or impair the proper working or appearance of the Site
- Prevent other Users from using the Service (such as interference with page rendering or other Service functionality)
- Access or attempt to gain unauthorized access to the Service or to Math & Movement's computer systems by any means other than as permitted in this Agreement
- Engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of the Service
- Use misleading email or IP addresses, or forged headers or otherwise manipulated identifiers in order to disguise the origin on any content transmitted to or through the Service
- Collect, solicit, or otherwise obtain login information or access an account belonging to someone else
- Intentionally allow another person to access and/or use your account
- Provide false or inaccurate information when registering an account
- Use automated means, including spiders, robots, crawlers, data mining tools, or the like to download data from the Service, including any Users' content or information, or otherwise access the Service (except for Internet search

engines and non-commercial public archives, or “well-behaved” web services. We reserve the right to define what we mean by “well-behaved.”)

- Violate a person’s right to privacy
- Collect, harvest, use, or disclose data, including personal information, about other users without their consent or for unlawful purposes or in violation of any law
- Bully, intimidate, or harass any User or use the Service in a manner that is threatening, abusive, violent, or harmful to any person or entity, or invasive to another’s privacy
- Post any feedback for student accounts on questions that could be interpreted as hate speech, discrimination, defamation, or as threatening, pornographic, or obscene; incites violence; contains nudity or graphic or gratuitous violence; or is otherwise objectionable
- Send inappropriate messages to Users (teachers to students or students to teachers or any other users) via the messages that could be interpreted as hate speech, discrimination, defamation, or as threatening, pornographic, or obscene; incites violence; contains nudity or graphic or gratuitous violence; or is otherwise objectionable
- Use the Service in a way that is harmful to minors
- Post or share any User Content or use the Service in a manner that infringes, violates, or misappropriate any third-party’s intellectual property rights or other proprietary rights, privacy rights, or contractual rights
- Upload or distribute content that contains hate speech, discrimination, defamation, or is threatening, pornographic, or obscene; incites violence, contains nudity or graphic or gratuitous violence; or is otherwise objectionable as reasonably determined by Learn Thru Movement, Inc.
- Use the Service to do anything unlawful, deceptive, misleading, illegal, unethical, malicious, or discriminatory
- Use the Service for the promotion of illegal activities
- Use the Service in any manner that would disparage Learn Thru Movement, Inc.
- Impersonate a Learn Thru Movement, Inc. employee, or any other person, or falsely state or otherwise misrepresent your affiliation with any person or entity
- Copy, modify, or distribute any text, graphics, or other material or content available through the Service without our prior written permission
- Facilitate the unlawful distribution of copyrighted content
- Circumvent, disable, or otherwise interfere with any security-related features of the Service or features that prevent or restrict use or copying of content, or enforce limitations on use of the Service or the content accessible via the Service
- Facilitate or encourage any violations of this Agreement or our policies

Your access to and use of the Service may be terminated upon violation of any of the above.

YOUR CONTENT AND INFORMATION

When using our Service, you and other Users are able to provide certain content or information, including student login lists, responses to questions, feedback on assignments, messages between students and teachers, and sample activities. Learn Thru Movement, Inc. may use this content in connection with the Service. Content including student logins will be used to set up an Educator's class on the Classroom Portal. Content including responses to questions and feedback on assignments will be used to advance Student Users through assignments in the Classroom Portal. Your content may also be visible to other Users (collectively "User Content"). Content including sample activities uploaded by users may be published on our website. Please visit our Privacy Policy for additional information on the types of information different types of Users can provide on our Service.

School Personnel may contribute educational content, create answers to assessments/quizzes, create activities, upload student logins lists, create student logins, create and send messages to students, leave feedback for students, and transmit this data and content to Learn Thru Movement, Inc. Additionally, School Personnel and Users may submit feedback, comments, or suggestions for improvements to our **Services** via support@mathandmovement.com.

Consistent with applicable law, you or your school do not retain any ownership rights in any User Content you upload to our websites. Learn Thru Movement, Inc. claims any ownership rights in the User Content.

Educators are welcome to submit activities to the Math & Movement activity database if they choose to do so. They can enter the activity title, state standard for the activity, the main concepts the lesson or activity covers, the estimated required time for the activity, activity instructions and any pictures or videos of the activity in action.

If you choose to share photos or videos with minors in them to us, you must confirm that all minors and students in any of the photos or videos have release forms for media. **It is the sole responsibility of the educator to ensure that the Company has any copies of release forms for minors included in photographs or videos.**

Educators may upload copies of release forms when submitting activities and media at <https://mathandmovement.com/submit-your-activity/>, or educators may email copies of release forms along with media to info@mathandmovement.com. Pictures and videos could be used on the Math & Movement website and in print media for marketing and educational purposes.

By submitting activities to the database, Users are providing Math & Movement with access and ownership of the activities.

Any template or layout in which you arrange or organize such User Content through tools and features made available through our Service is not proprietary to you. Rights to such templates or layouts remain with us or our service providers.

You are responsible for ensuring that your User Content complies with the “acceptable use and conduct” section and for any other guidelines or conditions specific to a particular category of User (e.g. teacher or student).

When you generate User Content, you can include links to external websites. If you choose to create links to external websites, you are responsible for verifying the quality and substance of each external link. Learn Thru Movement, Inc. is not liable or responsible for any links created by you or for any damages or losses, direct or indirect, arising therefrom.

All information posted or transmitted through the Service is the responsibility of the person who posted it. We are not liable for any error or omissions in any User Content. Learn Thru Movement, Inc. cannot guarantee the identity of any other Users with whom you may interact with in the course of using the Service. Additionally, we cannot guarantee the authenticity of any data which users may provide about themselves. You acknowledge that all content accessed by you using the Service is at your own risk and you will be solely responsible for any damage or loss to any party resulting therefrom.

Please also note that the data and graphs that reflect on the educators’ classroom portal are dependent on their students’ responses to lesson and assessment questions. It is also the responsibility of the educator/user to notify Math & Movement support if they notice any bugs/or incorrect data in their account. The classroom portal is for supplemental education purposes only, it should not be used to determine student success or actual grades in their school profile or records.

You acknowledge that Learn Thru Movement, Inc. reserves the right, but shall have no obligation, to pre-screen, filter, edit, remove, refuse to accept, post, display, or transmit any User Content through or on the Service in whole or in part at any time for any reason or no reason with or without notice and without liability of any kind. Additionally, we do not guarantee that we will publish any of your User Content, and reserve the right to remove User Content from our Service at any time for any reason.

If a User needs to report abuse or inappropriate content on the Services that has not been addressed by the connected teacher or school or the parent, they may do so by reporting the User or the content directly to Math & Movement via email at support@mathandmovement.com.

ONLINE CONTENT DISCLAIMER

Opinions, advice, statements, offers, or other information or content made available through the Service, but not directly by the Site, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content.

We reserve the right, but have no obligation, to monitor the materials posted or transmitted through the Site or the Service. We also reserve the right to limit or deny a user’s access to the Service or take any other appropriate action if a user violates

these Terms of Use or engages in any activity that violates the rights of any person or entity or which we deem unlawful, offensive, abusive, harmful, or malicious. It is also the responsibility of the educator to continue to monitor the Classroom Portal account, if they notice anything that needs to be addressed, they can email us at support@mathandmovement.com.

Messages sent between you and other Users that are not accessible to the public will be treated as private by the extent required by applicable law.

The Company shall have the right to remove any material that in its sole opinion violates, or is alleged to violate, the law or this agreement or which might be offensive, or that might violate the rights, harm, or threaten the safety of users or others. Unauthorized use may result in criminal and/or civil prosecution under Federal, State and local law. If you become aware of a misuse of our Service or violation of these Terms of Use, please contact us at support@mathandmovement.com.

LINKS TO OTHER SITES AND/OR MATERIALS

As part of the Service, Users may be able to link to third party websites as well as content or items belonging to or originating from third parties. Learn Thru Movement, Inc. has no control over third party content, software, or the promotions, materials, information, goods, or services offered on these third party sites. Such software and content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness, and we are not responsible for any third party sites accessed through our Site or any third party software or content posted on, available through, or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the third party sites, software, or content.

Inclusion of, linking to or permitting the use or installation of any third party site , software, or content does not imply our approval or endorsement. If you decide to leave our Site and access the third party sites or to use or install any third party applications, software, or content, you do so at your own risk and you should be aware that our terms and policies, including these Terms of Use, no longer govern. You should review the applicable terms and policies, including the privacy and data gathering practices, of any third party site to which you navigate from our Site or relating to any applications you use or install from the third party site.

STUDENT TERMS

If you are a student accessing the Service at the invitation of School Personnel for educational purposes connected to a school or classroom, these terms apply to you. A "Student Account" is the account that you as a Student are accessing to use the Service.

Only Students who have been invited or given access to the Service by their teacher, school, or district may use the Service. You may not access or use the Service unless

you are invited or given access by School Personnel authorized to give you access. School Personnel may give you access to the Service by creating your Student Account on your behalf to allow you to log in. By using a Student Account, you promise that your School Personnel has set up your Student Account or is otherwise allowing you to use the Service and provided School Consent.

Teachers will review any Student User Content, including responses you provide to questions. Other students in your class will not be able to see your responses or any feedback given to you by your teacher. You will also be able to ask for help from your teacher or any questions you may have using our **Help/Messages** tab.

Please do not provide any personal information about yourself on the Math & Movement Website and Math & Movement Classroom Portal, other than what we request when you use the Service or as directed by your teacher, school, or district.

SCHOOL PERSONNEL TERMS

If you are School Personnel accessing the Service on behalf of a school, school district, or other similar educational institution (the “Institution”), the following terms apply to you.

Permissions and Authority

You agree that you are acting on behalf of (or have received all necessary permissions from) your Institution to enter into this Agreement and to register and use the Service as part of your curriculum. Only School Personnel who are current employees of the Institution may use the Service on the Institution’s behalf. You are responsible for obtaining any necessary approvals from your school’s authorities and administrators before using the Service. Upon termination of your employment with the Institution, you must return and cease all login details and Student access in your possession. School personnel must have permission from the school to use the portal, and can only use the portal while an employee at the school.

If at any time you learn a User of our Service claims to be affiliated with your Institution who is not, in fact, affiliated with your Institution, you will immediately notify Math & Movement at support@mathandmovement.com.

You understand and acknowledge that COPPA prohibits online service providers from knowingly collecting personal information from children under 13 years of age without Consent. Furthermore, you understand that children under the age of 13 will not be allowed to use certain features of the service unless you provide School Consent. You will set up the child’s Student Account on their behalf to enable them to log in or otherwise access the Service in the classroom (or at home for school purposes), which may result in the collection of personal information from the child. Learn Thru Movement, Inc. will not provide use of Student Accounts or access to the Service to children under the age of 13 if we are unable to obtain Consent or learn that you have not provided School Consent. You agree that you will not knowingly create a child’s Student Account on their behalf or allow the child to use the Service in the classroom until you have provided School Consent.

You acknowledge and agree that Learn Thru Movement, Inc. has provided you (1) the direct notice required under 16 C.F.R. Part 312.4 of COPPA as set forth [here](#) ("[Direct Notice](#)") and (2) a link to Learn Thru Movement, Inc.'s notice of privacy practices that includes a description of all personal information that is collected and how it will be used and disclosed as set forth [here](#). Additionally, you acknowledge and agree that you have read the **Direct Notice** and privacy practices. You, on behalf of the Institution, authorize Learn Thru Movement, Inc. to collect and use the personal information of Students in the Service for educational purposes and acknowledge and agree that you have the authority to authorize the collection of this information and to act as the agent of the parent.

You acknowledge and agree that when this School Consent is utilized to allow children under 13 to use the Service, you will be solely responsible (and hereby agree that Learn Thru Movement, Inc. is not responsible) for providing all required notices and disclosures to parents under COPPA in a format you deem appropriate, including the [Direct Notice](#). You are also responsible for acting as the agent of the parent and consent on their behalf, and furthermore, are responsible for providing a means for a parent to review any personal information contained in Student Data or Educational Records collected through the Service and refuse to permit its further use as required by COPPA. Educators will be able to share any student data and their scores via the student assignments chart. Educators will be able to print this list to share with their students' families.

For clarification, it is Learn Thru Movement, Inc.'s obligation to comply with COPPA as a whole. To do this, we rely on schools to provide consent under COPPA by acting as the agent of the parent, but only after providing the school with the required information and notices.

This includes limiting access to the Service only to the Student Users from whom School Personnel has Consented for and complying with all parental requests regarding the collection, use, and disclosure of such parent's child's personal information. If a parent rescinds such School Consent, School Personnel or the Institution shall immediately notify Math & Movement to discontinue that said student's access to the Service and ensure that said student's information is no longer accessible through the Services. Under no circumstances will Learn Thru Movement, Inc. be held liable for School Personnel's failure to consult their school's authorities and administrators or for failing to provide School Consent when required.

You are solely responsible for reviewing all Student User Content, including any User Content in assessment and quiz responses. You are also solely responsible for all submitted Student User Content (including any personal information contained therein if not removed by you) on the Service and for ensuring that such submissions meet all applicable conditions and restrictions outlined in this Agreement.

USER INTERACTIONS AND RELEASE

User Disputes: Learn Thru Movement, Inc. is not responsible for the actions, content, information, or data of other third parties, including other Users. You are solely responsible for your interactions with other users of the Services, and any other parties with whom you interact through the Service. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline interaction with any other person. We reserve the right, but have no obligation, to become involved in any way with these disputes.

Release: If you have a dispute with one or more Users, you release us and our parties from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes, including damages for loss of profits, goodwill, use, privacy, or data.

If you are a California resident, California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor." And, if you are not a California resident, you waive any applicable state statutes of a similar effect.

IV. PRIVACY

Learn Thru Movement, Inc. recognizes the importance of Users' privacy and takes care to limit how much data we collect and how we use it. Please read our Privacy Policy, which explains how we treat your personal information and protect your privacy when you use our Service. The Privacy Policy contains additional information on our safeguards to protect unauthorized use, disclosure, or access to personal information.

Please see our Privacy Policy for a description of the procedures by which a student or School Personnel may review, access, or delete the personal information of a student and by which the Institution may access and delete Educational Records.

Additionally, please read our privacy policy, which is an agreement between us and your school and describes the duties and responsibilities to protect Student Data shared with Learn Thru Movement, Inc. By using our Service, you agree that Learn Thru Movement, Inc. can use such data in accordance with our Privacy Policy.

LICENSING

In order to allow Math & Movement to provide the Service, you hereby grant to us a limited, non-exclusive, sublicensable, worldwide, royalty-free, and transferable (only to a successor) right and license to:

1. Use, host, copy, store, distribute, publicly perform and display, publish (in part or in whole), modify, and create derivative works (such as changes to your Content so that it works better with our Service) of such User Content as necessary to provide, improve, and make the Service available to you and

other Users including through any future media in which the Service may be distributed;

2. Use and disclose metrics and analytics regarding the User Content in an aggregate or other non-personally identifiable manner (including for the use of improving our Service or in marketing and business development purposes)
3. Use, modify, prepare derivative works, publish, distribute, and sublicense feedback without compensation to you;
4. Use any User Content (including Student Data) that has been de-identified for any product development, research, or other lawful purpose subject to the DPA; and
5. Use for other purposes permitted by the DPA and Learn Thru Movement, Inc. Privacy Policy.

Company will only share and use your personal information in accordance with the Learn Thru Movement, Inc. Privacy Policy.

The license above will terminate when you or your institution (this includes your teacher if you are a student) deletes your account.

Note however, that any User Content that may be in Student Data (including User Content in or related to messages sent), may be kept after you delete your account or school legal compliance reasons (e.g. maintenance of “education records” under the Family Educational Rights and Privacy Act (FERPA)). Please see our Privacy Policy for details. Once you delete personal information or User Content, it may persist in backup copies of our Service for a reasonable period of time but will not be available for others to view.

You or your institution are responsible for having all rights in the User Content, including the rights necessary for you to grant us the foregoing licenses to the User Content. School Personnel agrees on behalf of yourself and your Student Users that the submitted User (including your students) has all required rights to submit, post, upload, or otherwise own, use, or disseminate the User Content it submits or uploads without violating any third-party rights.

User content containing any personal information of Users will not be public. Learn Thru Movement, Inc. will not analyze any personal information contained in Educational Records or Student Data for the purpose of providing **targeted advertising to users**. However, the foregoing **shall not** be construed to prohibit Learn Thru Movement, Inc. from marketing or advertising directly to Users so long as the marketing or advertising does not result from the use of personal information contained in Educational Records or Student Data obtained through the Service. The foregoing shall also not be construed to prohibit Learn Thru Movement, Inc. from using aggregate or de-identified data to inform, influence, or enable marketing, advertising, or other commercial efforts by Company. Furthermore, the foregoing shall not be construed to prohibit Learn Thru Movement, Inc. from using Student Data or Educational Records to recommend education products and services to School Personnel so long as the recommendations are not based in whole or part on payment of other consideration from a third party.

V. MESSAGING

If you, as a User of our Service, have created an account and have provided Math & Movement with your email address, you further agree that we may send you communications through the Service, including via email, in accordance with the preferences you set through the Service.

For contractual purposes, you: (1) consent to receive communications from us in an electronic form via the email address you have submitted; and (2) agree that all Terms of Use, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing. The foregoing does not affect your non-waivable rights.

Communications made through the Service's email and messaging system will constitute legal notice to the Site, the Service, or any of its officers, employees, agents or representatives in any situation where legal notice is required by contract or any law or regulation.

Additionally, Math & Movement may send School Personnel marketing messages. If you wish to opt out of marketing emails from Math & Movement, you may unsubscribe using the link at the bottom of every email or by sending an email to support@mathandmovement.com. You may continue to receive emails for a short time while we process your request. Your agreement to receive marketing emails is not a condition of any purchase on or use of the Service.

VI. TECHNOLOGY AND INTELLECTUAL PROPERTY

The Service and Math & Movement Technology are intended solely for the personal, non-commercial use of our Users and may only be used in accordance with this Agreement. "Math & Movement Technology" means all past, present, and future content of the Service, including all of the software, hardware, and technology used to provide the Service, user interfaces, materials displayed or performed on the Service, such as text, graphics, articles, photographs, images, illustrations, and the design, structure, sequence, and "look and feel" of the Services, and all other intellectual property. "Math & Movement Marks" means the trademarks, service marks, and other distinctive or proprietary brand features of the Math & Movement Website and Math & Movement Classroom Portal.

Math & Movement Technology is protected by copyright and other intellectual property laws. Using our Service does not give you ownership of any intellectual property rights in our Service or Math & Movement Technology. You agree that all the intellectual property rights in our Service and Math & Movement Technology (which does not include User Content) are owned by Learn Thru Movement, Inc. or its licensors. These terms do not grant you the right to use any Math & Movement Marks.

You will not, nor will you allow any third party (whether or not for your benefit) to:

- Run, license, rent, lease, loan, distribute, or sell access to the Service or the Math & Movement Technology
- Build or support (and/or assist a third-party in building or supporting) products or services in competition with Math & Movement, or access the Service with the intent to build a product using similar ideas, features, functions, interface, or graphics of the Math & Movement Service.
- Use, store, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, create derivative works from, display, license, sell, or otherwise exploit the Math & Movement Technology for any purposes other than as expressly authorized under this Agreement.
- Decompile, reverse engineer, disassemble, or otherwise attempt to obtain the source code of any Math & Movement Technology
- Circumvent, disable, or otherwise interfere with security related features or features that prevent or restrict use or copying of any User Content or Math & Movement Technology or enforce limitations on use of the Service or the User Content and Math & Movement Technology.
- Remove, obscure, or alter any copyright, logo, trademark, or other legal notices displayed in or along with our Services, products, or merchandise, or otherwise use any of the Math & Movement Technology in a manner that creates the impression that the Math & Movement Technology belongs to you.

VII. COPYRIGHT

It is Learn Through Movement, Inc.'s policy to respond to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act ("DMCA").

Learn Thru Movement, Inc. Math & Movement, dba respects the intellectual property rights of others. If you believe something on this Site has infringed your intellectual property rights, please notify our agent and provide the following information:

- (i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- (ii) Identification of the copyrighted work claimed to have been infringed.
- (iii) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled.
- (iv) Address, telephone number, and, if available, an electronic mail address where we may contact you.
- (v) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- (vi) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

The Site's Copyright Agent can be reached at:
Copyright Agent
PO Box 4017

Ithaca, NY 14852

Math & Movement may remove any allegedly infringing content without any liability to you. Company will promptly terminate without notice any User's access to the Service where the User is a repeat infringer of copyrights. Math & Movement, however, reserves the right to identify and terminate Users under any circumstances it deems appropriate, including after only a single instance of allegedly infringing behavior by that User.

Math & Movement's policies prohibit you from providing User Content that infringes trademarks. If you provide User Content that infringes trademarks, your User Content can be blocked or removed. If you are a trademark owner that believes your trademark is being infringed, please note that we are not in a position to mediate disputes between users and the holders of trademark rights. However, we will look into and try to resolve any allegations of trademark infringement by following the similar process as our DMCA Notification Guidelines for trademarks.

VIII. FERPA

FERPA

Learn Thru Movement understands that it is important that our partner schools comply with the Family Education Rights and Privacy Act (FERPA) and related regulations. Certain information that may be provided to Math & Movement by School Personnel that is directly related to a student and maintained by an Institution may be considered an Education Record under FERPA ("Education Record"). Additionally, certain information provided to Company by School Personnel about a student, such as name and grade level, may be considered directory information under FERPA ("Directory Information") and thus not an Education Record. Please see our Student DPA for more information regarding FERPA, Learn Thru Movement, Inc.'s commitments to help Institutions comply with FERPA, and Institutions' obligations in regard to FERPA.

Generally, Institutions may not generally disclose personal information from students' Education Records to a third-party without the written consent of the parent and/or student or without meeting one of the exemptions set forth in FERPA ("FERPA Exemptions"), including the Directory Information Exemption or School Official Exemption. For the purposes of FERPA, to the extent personal information from Educational Records are transmitted to Math & Movement from an Institution or from Students using accounts as the direction of the Institution, Math & Movement shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the Institution.

If the Institution has a policy of disclosing Education Records under FERPA, the Institution shall include a specification of criteria for determining who constitutes a School Official and what constitutes a legitimate educational interest in its annual notification of FERPA rights. Additionally, the Institution represents, warrants, and covenants to Math & Movement, as applicable, that the Institution has:

1. Complied with the School Official Exemption, including without limitation, informing parents in their Annual Notification of Rights that the Institution defines "School Official" to include service providers such as Learn Thru Movement, Inc. and defines "legitimate educational interest" to include services such as the type provided by Learn Thru Movement, Inc.; and/or
2. Complied with the Directory Information Exemption (if relying on such exemption), including, without limitation, informing parents and eligible students what information the Institution deems to be Directory Information and may be disclosed and allowing parents and eligible students a reasonable amount of time to request that schools not disclose Directory Information about them; and/or
3. Obtained as necessary parental or eligible student written consent to share the Student Data with Math & Movement, in each case, solely to enable Math & Movement's operation of the Service. Anonymized data without user identifiable information may also be used for research, data and marketing purposes.

If the Institution is relying on the Directory Information Exemption, the Institution represents, warrants, and covenants to Math & Movement that it shall not provide information to Math & Movement from any student or parent/legal guardian that has opted out of the disclosure of Directory Information. Math & Movement depends on the Institution to ensure that the Institution is complying with the FERPA provisions regarding the disclosure of any Education Records or Student Data that will be shared with Math & Movement. Learn Thru Movement, Inc. is not in a position to provide legal advice regarding whether the school's existing FERPA disclosures are sufficient. To the extent that School Personnel or the Institutions have questions regarding these issues, they should consult the school's own legal counsel for more information.

IX. REPRESENTATIONS, WARRANTINES, AND LIABILITIES

YOUR REPRESENTATIONS AND WARRANTY

You warrant, represent, and agree that you will not provide any User Content or otherwise use the Service in a manner that (1) infringes, violates, or misappropriates another's intellectual property rights, rights of publicity or privacy, or other rights; (2) violates any international, federal, state or local law, statute, ordinance, or regulation which would render Company in violation of any applicable laws or regulations, including without limitation, COPPA, state student privacy laws, and FERPA (the "Laws"); (3) is harmful, fraudulent, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, or otherwise objectionable; or (4) jeopardizes the security of your account or the Service in any way, such as allowing someone else to access your account or submitting User Content that contains viruses.

Additionally, you represent, warrant, and agree that you (1) possess all rights necessary to provide your User Content and grant Company the rights in this Agreement; (2) you will comply with the Laws in connection with your use of the

Service; and (3) you are solely responsible for providing notices and obtaining consents required by applicable Laws for students to use the Services or to provide User Content, including compliance with the applicable provisions of COPPA when obtaining School Consent.

WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY

Learn Thru Movement, Inc. provides this Service using a commercially reasonable level of skill and care, but there are certain things that we do not promise about our Services. Disclaimer of warranties: The service and any associated products, virtual goods, third-party content, third-party websites, User Content, and Math & Movement technology or software and any other content of this Service (collectively the “Math & Movement Offerings”) are provided on an “as is” and “as available” basis without any warranty.

Without limiting the generality of the foregoing, Learn Thru Movement, Inc. (and its successors, affiliates, contractors, service providers, employees, officers, directors, suppliers, licensors, and partners) expressly disclaim all warranties or representations of any kind, express, implied or statutory, regarding the Math & Movement Offerings, including, without limitation, any implied warranty of quality, accuracy, performance, availability, merchantability, quiet enjoyment, fitness for a particular purpose, title, or non-infringement.

In particular, Learn Thru Movement, Inc. makes no representation or warranty that the Math & Movement offerings (1) will meet your requirements or expectations, or be to your liking, (2) will be timely, secure, accurate, free from errors or loss, or uninterrupted, or that the services are free from viruses or other harmful components, or (3) that any defects or errors will be corrected. Some features are new and have had limited testing.

Any material downloaded from the website or otherwise obtained through use of the service is done at the User’s own discretion and risk, and the User will be solely responsible for any damage to their computer system or loss of data that results from accessing or downloading such material.

No advice or information, whether oral or written, obtained by the User from Math & Movement or any materials or content available through the services shall create any warranty not expressly stated in this Agreement.

Limitation of Liability: Under no legal theory, including, but not limited to negligence, shall Math & Movement or any of its parties, be liable to you for any indirect, incidental, special, consequential, punitive, or exemplary damages, including, but not limited to, damages for loss of profits, cost of cover, goodwill, use, data, or other intangible losses (even if Math & Movement has been advised on the possibility of such damages), arising from or relating to (1) this Agreement; (2) your use or the inability to use the Math & Movement offerings; or (3) any interaction with any third-party through or in connection with Math & Movement offerings, including other users.

Except as noted in the dispute resolution section, in no event will Math & Movement or any of its parties be liable to you in the aggregate (for all potential claims by you) for any damages incurred greater than \$50.00.

Certain jurisdictions do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If you reside in such a jurisdiction, some or all of the above disclaimers, exclusions, or limitations may not apply to you, and you may have additional rights. In such cases, Math & Movement's liability will be limited to the fullest extent permitted by law.

INDEMNITY

You agree, to the extent permissible by your state's laws, to indemnify, hold harmless, and defend Company and its parties from and against all damages, losses, demands, liabilities, judgments, settlements, costs, and expenses of any kind (including reasonable attorneys' fees) from any claim or demand made by any third-party related to or arising out of (1) your access to, use, or misuse of the Service, (2) your breach or alleged breach of this Agreement, (3) your failure to comply with applicable Laws (including failure to obtain or provide any necessary consent), (4) the infringement by you or any third-party using your account of any intellectual property, privacy, or other right of any person or entity, including in connection with your User Content, or (5) your breach or alleged breach of any interaction, agreement, or policy between you and any other Users.

Learn Thru Movement, Inc. reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of Math & Movement. Math & Movement will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

X. MODIFICATIONS

Learn Thru Movement, Inc. may modify this Agreement or Guidelines to reflect changes to law or changes to our Services. We will post notice of modifications to this Agreement on our terms of use page or element in the Services and/or required by law.

Changes will be effective immediately upon modification of this Agreement, but will not apply retroactively. We may require you to accept the modified Agreement or Guidelines in order to continue using the Service. Following notice of changes to the Agreement or Guidelines, your continued use of the Services constitutes your acceptance of our updated terms, policies, or guidelines. If you do not agree to the modified Agreement, you should discontinue your use of the Service.

Learn Thru Movement, Inc. will not change how personal information contained in Education Records or Student Data are used or shared under these Terms of Use without advance notice, including prominent notice to affected Users. If a change with respect to how personal information contained in the Education Records or Student Data is used or shared under these Terms of Use has a material adverse impact on the Students, School Personnel, or Institution and the School Personnel or Institution does not agree to the change, the School Personnel or Institution must notify Math & Movement within thirty days of receiving the notice of change. The School Personnel or Institution may notify Math & Movement by **emailing support@mathandmovement.com**. If School Personnel or Institution notifies Math & Movement as required, then the Students, School Personnel, or Institution will remain governed by the Terms of Use in effect immediately prior to the change until the end of the current Term of the Institution's Student DPA, or the end of the current school term in absence of a Student DPA. If the Service is renewed, then they will be renewed under Math & Movement's current Terms of Use.

XI. TERMINATION

This Agreement shall remain in full effect while you use the Service unless your account is terminated as provided in this Agreement ("Term"). All provisions of this Agreement which, by their nature, should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability.

Termination by Learn Thru Movement, Inc. of School Personnel, Institutions, and Users connected to schools or students: You acknowledge that, if you knowingly, intentionally, or negligently violate this Agreement, Math & Movement may suspend your license to the Services, in whole or in part, until the violation has stopped or terminate your license and use of the Services. In the event that you fail to correct the violation after reasonable notice from Math & Movement, we may terminate your license and use of the Services and this Agreement. You agree and if such termination or suspension occurs, Math & Movement shall bear no responsibility or liability for any damages or claims resulting from or in connection with such actions, including the loss of information associated with your account. You agree that termination of your access to the Services or any account you have, or portion thereof, may be affected without prior notice, and you agree that Math & Movement shall bear no responsibility or liability to you or any third party for any damages or claims resulting from or in connection with such actions.

The following does not apply in the event of unforeseen circumstances in which Math & Movement ceases operations or files for bankruptcy, at which point Math & Movement may terminate or suspend all User accounts and license with or without notice to you, and with no liability to you. We believe that you or your school owns your own data and preserving access to such data is important. If we discontinue the Service, where reasonably possible, we will give you advance notice and a change to get information out of the Service.

Termination by School Personnel: School Personnel may terminate their use of the Service or their account or a Student Account at any time by contacting us at support@mathandmovement.com provided, however, the Institution may require satisfaction of certain requirements before School Personnel can terminate their account or before a Student Account can be terminated.

XII. DISPUTE RESOLUTION

General: In the interest of resolving disputes between you and Learn Thru Movement, Inc. in the most expedient and cost-effective manner, you and Company agree that, with the exception outlined below, any and all disputes arising in connection with these Terms of Use shall be resolved by binding arbitration.

Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award.

With exclusion of the exception below, our agreement to arbitrate disputes includes, but is not limited to, all claims arising out of or relating to any aspect of these Terms of Use, whether based in contract, tort, statute, fraud, misrepresentation, or any legal theory, and regardless of whether the claims arise during or after the termination of these Terms of Use. Any dispute related to the interpretation, applicability, or enforceability of this binding arbitration agreement will be resolved by the arbitrator.

You understand and agree that, by entering into these Terms of Use, you and Company are each waiving the right to a trial by jury or to participate in a class action.

Exception: Notwithstanding the foregoing, we both agree that nothing herein shall be deemed to waive, preclude, or otherwise limit either of our right to (1) bring an individual action in small claims court, (2) pursue enforcement actions through applicable federal, state, or local agencies where such actions are available, (3) seek injunctive relief in a court of law, or (4) to file suit in a court of law to address intellectual property infringement claims.

Opt-Out: If you do not wish to resolve disputes by binding arbitration, you may opt out of the provisions of this section within 30 days after the date that you first agreed to Company's Terms of Use by sending a letter to **PO Box 4017, Ithaca, NY 14852** that specifies: your full legal name, the email address associated with your account on the Service, and a statement that you wish to opt out of arbitration ("Opt-Out Notice"). Once the Company receives your Opt-Out Notice, this section of the Terms of Use will be void for you and any action arising out of this Terms of Use will be resolved as set forth in the following section. The remaining provisions of the Terms of Service will not be affected by your Opt-Out Notice.

Arbitration: Any arbitration between you and Company will be governed by the American Arbitration Association under its rules and procedures, as modified by these Terms of Use.

Notice; Process: A party who intends to seek arbitration must first send a written notice of the dispute to the other, by certified mail, or in the event that we do not have a physical address on file for you, by electronic mail ("Notice"). Company's address for Notice is: PO Box 4017, Ithaca, NY 14852. The Notice must (1) describe the nature and basis of the claim or dispute; (2) set forth the specific relief sought ("Demand"), and (3) identify the name or account of the party making the claim. We agree to use good faith efforts to resolve the claim directly, but if we do not reach an agreement to do so within 30 days after the Notice is received, you or Company may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or Company shall not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any.

Arbitration Relief: Except as provided in the paragraph above, the arbitrator can award any relief that would be available if the claims had been brought in a court of competent jurisdiction, provided, however, that the arbitrator may not make any award higher than the limitations on liability as set forth above. The arbitrator's award shall be final and binding on all parties. Judgment on the award may be entered in any court having jurisdiction.

Fees: In the event that you commence arbitration in accordance with these Terms of Use, Company will reimburse you for your payment of the filing fee, unless your claim is for greater than \$10,000, or if the company has received 25 or more similar demands for arbitration, in which case the payment of any fees shall be decided by AAA Rules. Any arbitration hearings will take place in the county and state of your residence unless we agree otherwise, provided that if the claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic or video hearing, or by an in-person hearing as established by the AAA Rules in the county of your residence.

If the arbitrator finds that either the substance of the claim or the relief sought in the Demand is frivolous or brought for an improper purpose, then the payment of all fees will be governed by the AAA Rules, and the other party may seek reimbursement for any fees paid to AAA. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

No Class Actions: You and Company agree that each may bring claims against the other only in your or its individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Further, unless both you and Company agree otherwise, the arbitrator may not consolidate more than one

person's claims, and may not otherwise preside over any form of a representative or class proceeding.

Modifications to this Arbitration Provision: If the Company makes any substantive change to this arbitration provision, you may reject the change by sending us written notice within 30 days of the change to the Company's address for Notice, in which case your account with the Company will be immediately terminated and this arbitration provision, as in effect immediately prior to the changes you rejected will survive.

Enforceability: If only subsection "No Class Actions" of the section or the entirety of this section is found to be unenforceable, then the entirety of this section shall be null and void and, in such case, the parties agree that the exclusive jurisdiction and venue described elsewhere in (section) shall govern any action arising out of or related to these Terms of Use.

XIII. CONCLUSION

MISCELLANEOUS

The failure of either party to exercise, in any respect, any right provided for herein shall not be deemed a waiver of any further rights hereunder. Company shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Company's control.

If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

This Agreement is not assignable, transferable, or sublicensable by you except with Company's prior written consent. The Company may transfer, assign, or delegate this Agreement and its rights and obligations without restriction. Except with respect to the Student DPA which shall be governed by the laws set forth in the Student DPA, this Agreement is governed by and construed in accordance with the laws of the State of New York without regard to conflict of laws provisions thereof. Except with respect to the Student DPA which shall be governed by the terms set forth in the Student DPA, to the extent any dispute arising from or relating to the subject matter of this Agreement is permitted to be brought in a court of law, such claim shall be subject to the exclusive jurisdiction of the state and federal courts located in Ithaca, New York, and for all the exclusive jurisdiction and venue of such courts.

CONTACT

Math & Movement
PO Box 4017 Ithaca, NY 14852
Info@mathandmovement.com
607.233.4209

Third-Party Applications and Integrations

If you use any third-party applications, including the third-party applications that are integrated directly with our Service through application programming interfaces (“APIs”) for your convenience, namely Vimeo videos, you are solely responsible for your interactions with such third-party applications. Learn Thru Movement, Inc. is not responsible for the use of your data by third-party applications.

When watching a video on the portal, the user is responsible for how they interact with Vimeo.

You acknowledge and agree that in connection with certain third-party applications, you will be required to create accounts on other websites in your name to use every function offered on the application. Such User third-party accounts will be set up directly between you and the third-party application. Use of the User third-party accounts will be governed by the terms of use, agreements, policies, rules, guidelines, and privacy policies of such third-party applications. You agree and acknowledge that you are solely responsible for compliance with such third-party application terms. If required to provide the Service, you hereby authorize and grant Math & Movement a right to use any names, passwords, API keys, or other account keys solely as necessary to provide the Service to the User.

If you use any third-party applications to create and link to any videos or other content to your account on Math & Movement, it is your responsibility to obtain any and all necessary rights and consents you need to share that content and as necessary, grant us the license set forth in (earlier section name). You are also solely responsible for all third-party application created content, and for ensuring that such content meets all applicable conditions and restrictions set forth in this agreement. You further acknowledge that any third-party application created content is subject to any other disclaimers and rights of Math & Movement with respect to such content contained in this agreement.

You represent and warrant, in connection with any use of third-party applications, that you (1) shall comply at all times with all applicable third-party application terms, including regarding the indirect or direct transfer of any User Content or data to any third parties; (2) shall comply with any and all processes and guidelines set forth (or that may be set forth) by Learn Thru Movement, Inc. regarding third-party applications; and (3) will comply with the Community Guidelines for all content you link to with the Service through the use of any third-party applications.