

Pivot Interactives is committed to improving education for all students, and continues to look to leaders and voices in diverse communities as our guide. Read more here.

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PIVOT INTERACTIVES SBC

TERMS OF USE

LAST UPDATED JUNE 20, 2017

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE CREATING YOUR PIVOT INTERACTIVES ACCOUNT.

By creating an account at: <https://www.pivotinteractives.com>

(<https://www.pivotinteractives.com/>), and using the products and services on that website, you agree to the terms of use ("TOU") set forth below.

This TOU constitutes a legal document and agreement that governs the terms and conditions of your subscription and access to the instructional tools and content, and other products and services (collectively, the "Services") made available at <https://www.pivotinteractives.com> (<https://www.pivotinteractives.com/>) (the "Website"). Please read this TOU carefully. By creating your account, you acknowledge your agreement with these terms and conditions, as such terms and conditions may be amended from time to time. You are also agreeing to accept a non-exclusive, non-assignable right and license to use the Services. Pivot Interactives reserves the right to change these terms and conditions at any time.

Access to the Website is offered and sold on a subscription basis; however certain areas in the site are available to visitors without cost on a trial or demonstration basis.

By using this website, you agree to our use of cookies. We use cookies to provide you with a great experience and to help our website run effectively.

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You may not use the Services, and may not accept the terms and conditions of this TOU, if (i) you are under 13; (ii) you are a person barred from receiving the Services under the laws of the United States or other countries including the country in which you are a resident or from which you use the Services, or (iii) you have been barred from the Services by Pivot Interactives without permission to return.

1. REGISTERING AND USING PIVOT INTERACTIVES WEBSITE

As part of the registration process, each person ("User or Users") will select a password and user name ("User Name"). You agree to provide us with accurate, complete and updated Account information. Failure to do so will constitute a breach of this TOU, which may result in immediate termination of your rights to use the Account. You may not (a) select or use a User Name of another person with the intent to impersonate that person, (b) use a name subject to the rights of any other person without authorization, or (c) use a User Name that we, in our sole discretion, deem inappropriate or offensive. You are responsible for maintaining the confidentiality of your User Name and password, and you will be responsible for all uses of your User Name and password, whether or not authorized by you.

2. USING YOUR ACCOUNT

All Users are entirely liable for all activities conducted through that Account, and are responsible for ensuring that any other person who uses the Account is aware of, and complies with, the terms of this TOU. Each person who uses the Account agrees to be bound by the terms of this TOU. You will notify us of any known or suspected unauthorized use(s) of your Account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your User Name and password. We will have no liability for any circumstances arising from the unauthorized use of a User Name, password or your Account. Any fraudulent, abusive, or otherwise illegal activity on your Account may be reported to appropriate law-enforcement agencies by us.

If you have reason to believe that your Account is no longer secure (for example, in the event of a loss, theft, or unauthorized disclosure or use of your User Name, password, or any credit, debit, or charge card number stored on the Services), you must promptly change your password and notify us of the problem by sending an email to **support@pivotinteractives.com** (mailto:support@pivotinteractives.com).

Users are solely responsible for obtaining and maintaining equipment and software, including without limitation operating system and browser software, that conforms to Pivot Interactives' specifications in effect, as revised from time to time, in order to connect to, communicate with and use the Services.

Pivot Interactives shall use commercially reasonable efforts to maintain the accessibility of the Website at all times, but may discontinue some or all of the Website features or services at any time, with or without notice, in order to perform hardware or software maintenance and/or upgrades or problem resolution. Additionally, to the extent that use of the Website is prevented, hindered, delayed or made impracticable by reason of force majeure (including any cause that cannot be overcome by reasonable diligence and without unreasonable expense) or due to Pivot Interactives' compliance with its commercially reasonable standard operating procedures or with any laws, rules, policies, practices or regulations of any industry association or organization, or any jurisdiction or governmental authority, Pivot Interactives and its affiliates will be excused from such delay or performance.

4. COMMUNICATIONS AUTHORITIES

Use of the Website is subject to the requirements, rules, regulations, operations and procedures of any relevant public communications authorities and/or private communications carriers. Pivot Interactives (and its affiliates) shall not be liable for any losses, costs, liabilities, damages, expenses and/or claims arising from or relating to the delay, alteration or interruption of telecommunications between Users and Pivot Interactives caused by the failure for any reason of any communications facilities which User or Pivot Interactives (or any affiliate) has contracted from any public communications authority or private communications carrier.

5. ADMINISTERING THE SERVICE

Pivot Interactives may change, modify, suspend, or discontinue any aspect of the Website at any time, including, without limitation, access policies, the availability of any Website feature, hours of availability, content, data, or software or equipment needed to access the Website. We may also impose limits on certain features or restrict your access to parts or all of the Website without notice or liability. We reserve the right to change prospectively the amount of, or basis for determining, any fees or charges for the Website, and to institute new fees or charges for access to portions of the Website effective upon prior notice to Users by posting such changes on its web site

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or by sending e-mails to Users. You hereby agree to pay all charges to your account, including applicable taxes, in accordance with billing terms in effect at the time the fee or charge becomes payable.

We reserve the right, at our sole discretion, to change, modify, add, supplement or delete any of the terms and conditions of this TOU at any time. We will post notification of any such changes on the Services, or give notice of them to you via e-mail, postal mail or by pop-up screen, at our sole discretion. If any future changes to this TOU are unacceptable to you or cause you to no longer be in compliance with this TOU, you may terminate your Account by contacting us at **support@pivotinteractives.com** (mailto:support@pivotinteractives.com). The continued use of the Services by you following your receiving a notice of changes to this TOU will mean you accept any and all such changes.

6. POSTING MATERIAL BY USERS

Pivot Interactives may permit its Users to post materials on the Website. Users shall not upload to, distribute through or otherwise publish, via e-mail, message boards or otherwise, any content which is libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, abusive, illegal or otherwise objectionable, that would constitute a criminal offense, violate the rights of any third party, or that would give rise to liability or violate any law. Pivot Interactives reserves the right to suspend or terminate any screen name it reasonably believes is being used by an adult, is being used for commercial purposes, or is otherwise in violation of this TOU.

By uploading materials to any message boards, lesson plans or other posting areas, or otherwise submitting any materials to us, you automatically grant (or warrant that the owner of such rights has expressly granted) us a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate or create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed throughout the World. In addition, you warrant that all so-called "moral rights" in those materials have been waived.

7. USE OF MATERIALS & RESTRICTIONS

Prohibited Uses: Except as expressly permitted by copyright law and except as permitted in the preceding paragraph, you must obtain written permission from Pivot Interactives, or the third-party

owner of material appearing on the Website, for any other copying, down-loading, redistributing or 
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publishing of any Pivot Interactives content displayed on the Website ("Pivot Interactives Content") or "Third Party Content." The downloading to a server or personal computer of Pivot Interactives Content or Third Party Content displayed on the Website and the downloading of any code from the Website is strictly prohibited. You may not modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works from, distribute, perform, display or in any way exploit, any of the Pivot Interactives Content or Third Party Content, in whole or in part, for commercial purposes without the express permission of Pivot Interactives.

Linking to and framing the Website: You may create and publish links to the Website homepage at: **<https://www.pivotinteractives.com>** (<https://www.pivotinteractives.com/>). Creating and publishing links to any other pages within the Website (except bookmarking such pages for your personal noncommercial use) is not permitted. Framing the Website is strictly prohibited.

Additional Restrictions: You may not: (a) access the Website by any means other than means supporting secure and encrypted communications; (b) copy, reverse engineer, disassemble, decompile, translate, or modify any Website application or service; (c) sublicense, rent, lease, or permit any third party, to access any Website application or service through the use of User's password, except as permitted hereunder; (d) publish the results of benchmark tests of any Website application or service, or use any Website application or any Pivot Interactives Content in any manner which is competitive with services provided by Pivot Interactives; and (e) knowingly use or permit any others to use any facilities or services of Pivot Interactives or its Licensors in connection with any effort that the User knows seeks to breach the security or confidentiality of any other digital or on-line environment.

Users understand that except for Pivot Interactives Content, Pivot Interactives does not control, provide, operate, and is not responsible for, any content, goods or services available on the Internet other than the Pivot Interactives Content on the Website. Internet content made accessible on the Internet by independent third parties is not part of, and is not controlled by, Pivot Interactives. Pivot Interactives neither endorses nor is responsible for the accuracy or reliability of such Internet content, goods or services.

Users should be aware that the Internet contains content, goods and services that you may find obscene, improper, hurtful or otherwise offensive and that may not be suitable for certain users of the Website. Because of the nature of the Internet, we cannot control where children may go while using the Website. Parents, guardians or teachers should supervise children when using the

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Any unauthorized use may subject you to civil liability and criminal prosecution under applicable laws.

8. PRIVACY

Pivot Interactives is committed to protecting the privacy of website visitors and does not share personally identifiable information with third parties without your consent. Please consult our Privacy Policy for more information on our information collection, use and disclosure practices. You acknowledge that, although Pivot Interactives agrees to use its best efforts to comply with and to ensure that its users, content providers, distributors and licensees comply with our Privacy Policy, Pivot Interactives cannot be held responsible for the actions of third parties who violate our Privacy Policy.

9. SUBMISSIONS

If you send us creative suggestions, ideas, notes, stories, messages, narratives, drawings, concepts, or other information or content ("Submissions"), the Submissions will be deemed, and shall remain, the sole and exclusive property of Pivot Interactives, and Pivot Interactives will be entitled to the unrestricted use of the Submissions for any purpose whatsoever, without compensation to you. None of the Submissions shall be subject to any obligation of confidence on the part of Pivot Interactives, and Pivot Interactives shall not be liable for any use or disclosure of any Submissions. Without limiting the generality of the foregoing, Pivot Interactives shall exclusively own all now known or hereafter existing rights to the Submissions of every kind and nature throughout the World, and shall be entitled to unrestricted use of the Submissions for any purpose whatsoever, commercial or otherwise.

10. DISCLAIMERS

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. PIVOT INTERACTIVES EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

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PIVOT INTERACTIVES MAKES NO WARRANTY THAT (I) THE SERVICES WILL MEET YOUR REQUIREMENTS, (II) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, (V) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED, (VI) OR THAT THIS WEBSITE, ITS CONTENT, AND THE SERVERS ON WHICH THE WEBSITE AND CONTENT ARE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM PIVOT INTERACTIVES OR THROUGH, OR FROM, THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

INFORMATION CREATED BY THIRD PARTIES THAT YOU MAY ACCESS ON THE WEBSITE OR THROUGH LINKS IS NOT ADOPTED OR ENDORSED BY PIVOT INTERACTIVES AND REMAINS THE RESPONSIBILITY OF SUCH THIRD PARTIES.

11. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT PIVOT INTERACTIVES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF PIVOT INTERACTIVES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICES; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (V) ANY OTHER

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LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, TORT OR OTHERWISE EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING PIVOT INTERACTIVES DURING THE PRIOR 12-MONTH PERIOD.

12. LINKS TO THIRD PARTY SITES

Pivot Interactives may contain links to other websites operated by parties that are not affiliated with it. These links will let you leave Pivot Interactives to visit websites not under Pivot Interactives's control. Pivot Interactives is not responsible for the contents of any linked website or any link contained in a linked website. We provide these links to you only as a convenience, and the inclusion of any link does not imply endorsement of the linked site by Pivot Interactives.

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15. REMEDIES FOR BREACH

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In the event that Pivot Interactives determines, in its sole discretion, that a User has breached any portion of these terms and conditions, or has otherwise demonstrated inappropriate conduct, we reserve the right to (i) warn the User via e-mail that she or he has violated this TOU; (ii) delete any content provided by the User (or anyone accessing User's account); (iii) discontinue the User's account and/or any other Pivot Interactives service; (iv) notify and/or send content to and/or fully cooperate with the proper law enforcement authorities for further action; and/or (vi) take any other action that Pivot Interactives deems appropriate.

16. MISCELLANEOUS

In the event any provision of this TOU conflicts with the law or if any such provisions are held invalid by a court with jurisdiction over the parties to this TOU, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remainder of this TOU will remain in full force and effect.

This TOU is governed by the internal substantive laws of the State of Minnesota, without respect to its conflict of laws provisions. In the event of a dispute arising under or relating to this TOU (each, a "Dispute"), either party may elect to finally and exclusively resolve the dispute by binding arbitration governed by the Federal Arbitration Act ("FAA"). Any election to arbitrate, at any time, shall be final and binding on the other party. IF EITHER PARTY CHOOSES ARBITRATION, NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL, EXCEPT EITHER PARTY MAY BRING ITS CLAIM IN ITS LOCAL SMALL CLAIMS COURT, IF PERMITTED BY THAT SMALL CLAIMS COURT RULES AND IF WITHIN SUCH COURT'S JURISDICTION. ARBITRATION IS DIFFERENT FROM COURT, AND DISCOVERY AND APPEAL RIGHTS MAY ALSO BE LIMITED IN ARBITRATION. All disputes will be resolved before a neutral arbitrator selected jointly by the parties, whose decision will be final, except for a limited right of appeal under the FAA. The arbitration shall be commenced and conducted by JAMS pursuant to its then current Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those rules, or, where appropriate, pursuant to JAMS' Streamlined Arbitration Rules and Procedures. All applicable JAMS' rules and procedures are available at the JAMS website <https://www.jamsadr.com> (<https://www.jamsadr.com/>). Each party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules. Judgment on the arbitrator's award may be entered in any court having jurisdiction.

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court of appropriate jurisdiction. The arbitration may be conducted in person, through the submission of documents, by phone, or online. If conducted in person, the arbitration shall take place in the United States county where you reside. The parties may litigate in court to compel arbitration, to stay a proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator. The parties shall cooperate in good faith in the voluntary and informal exchange of all non-privileged documents and other information (including electronically stored information) relevant to the Dispute immediately after commencement of the arbitration. Nothing in this TOU will prevent Pivot Interactives from seeking injunctive relief in any court of competent jurisdiction as necessary to protect Pivot Interactives' proprietary interests. You agree that any arbitration or proceeding shall be limited to the Dispute between Pivot Interactives and you individually. To the full extent permitted by law, (i) no arbitration or proceeding shall be joined with any other; (ii) there is no right or authority for any Dispute to be arbitrated or resolved on a class action-basis or to utilize class action procedures; and (iii) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US ONLY IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

Pivot Interactives makes no representation that materials on Pivot Interactives are appropriate or available for use in all locations. Those who choose to access Pivot Interactives do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. Materials from Pivot Interactives are further subject to United States export controls.

The failure of either party to insist upon or enforce strict performance by the other party of any provision of this TOU or to exercise any right under this TOU will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance, rather, the same will be and remain in full force and effect.

Pivot Interactives may assign its rights and obligations under this TOU and upon such assignment Pivot Interactives may be relieved of any further obligation hereunder. You represent to Pivot Interactives that you have the authority to subscribe to and/or use Pivot Interactives according to the terms and conditions of this TOU. The section titles in this TOU are for convenience only and have no legal or contractual effect.

17. ACCEPTANCE

By using this website, you agree to our use of cookies. We use cookies to provide you with a great experience and to help our website run effectively.



By using and/or subscribing to the Services, you hereby acknowledge that you have read and understand the foregoing TOU, as may be amended or modified from time to time according to its terms, and agree to be bound by all of the terms and conditions hereof. You further specifically permit Pivot Interactives to use the email entered during the registration process to deliver support, sales, and product information related to your Free Trial or paid subscription.

18. QUESTIONS

If you have any questions about this TOU, please email us at: [**support@pivotinteractives.com**](mailto:support@pivotinteractives.com) (<mailto:support@pivotinteractives.com>).

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PIVOT INTERACTIVES SBC

PRIVACY POLICY

LAST UPDATED JUNE 23, 2017

1. PRIVACY

Pivot Interactives SBC ("Pivot Interactives") is committed to protecting the privacy of student records and other personal information provided in connection with our online instructional tools and content, and other products and services (collectively, (the "Services") made available at <https://www.pivotinteractives.com> (<https://www.pivotinteractives.com/>) (the "Site"). This Privacy Policy provides an overview of the terms and conditions surrounding the use of this information and discloses our information gathering and dissemination practices in connection with the Services. It does not apply to personal information that may be acquired by Pivot Interactives in other ways.

This Privacy Policy does not modify any agreements or privacy policies in place between you and your employer or education institution. Please review this Privacy Policy in full to better understand how the information you provide to Pivot Interactives in connection with the Services or Site will be employed.

2. BRIEF SUMMARY

- All students' personal information is stored using industry-standard security techniques to minimize the chance that unauthorized individuals would have access to the data.
- Login information (username, institution name, and password) is encrypted before being sent over the Internet.
- For login purposes, Pivot Interactives uses a locally stored signed token based on the user data (ID, email address, and type) when the user authenticates. When the user logs out, this token is removed from local storage.
- Pivot Interactives gathers and analyzes information about our users in order to continue to improve the Services. This information never identifies a specific user.
- Pivot Interactives will not give, sell, rent, loan, or otherwise disclose your personal information, except when we have your permission, are required to by law, or have a reasonable need to protect the rights, property, or personal safety of Pivot Interactives, its users, or the public, as further explained below.

3. INFORMATION COLLECTED

Users provide their username and password when logging on to the Services. All login information is sent from your computer to Pivot Interactives' server as encrypted data.

You may also be able to log into our Services using single sign-on providers or single sign-on features of other products. These services will authenticate your identity and may share certain personal information with us such as your name and email address.

A student, instructor or other administrative user using the Services may upload student information including the student's full name, username, initial password, student number (optional), and e-mail address (required). The instructor or other administrative user uses this information to identify and communicate with students about their assignments, assessments, and/or other information related to the Services.

Student records in the Services are intended for use by the student and the student's course instructor in compliance with existing laws regarding privacy of grades. Instructors have access to student submissions and the associated time. All students' personal information is stored on servers at a location designed specifically to prevent unauthorized individuals from accessing the server or its data.



Instructors who wish to use certain Services provide Pivot Interactives with their full name, email address, institution address, and other information regarding their institution and the courses they teach.

The Services may contain collaboration tools to allow for communications between the instructor and student, and between students. These tools may enable users to see other users' personal information including account/student name, and other information. Any additional personal information that you communicate with other users of the Services through collaboration or communication tools is your own choice and the privacy of such information cannot be guaranteed. Information shared through collaboration tools should be considered public information.

Pivot Interactives uses "local storage" to identify users when they are logged into the Services. Our local storage file contains an encrypted version of the user ID, email address and the type of user (student, teacher or administrator). This information is used to identify who you are when you make a request to the Services. We are not responsible for the use of cookies by other Web sites that may be accessed through us.

Pivot Interactives gathers information about its users collectively and automatically logs IP addresses, and other data that track access to the Site. We analyze these logs to better understand aggregate behavior and to monitor Services performance. The logs are analyzed to ascertain the overall aggregate trends they reveal about our users, but not as a means of tracking the behavior of individual users outside our site. This information is used for the purposes of maintaining and improving the Services, and expanding its capabilities.

4. USE AND DISCLOSURE OF COLLECTED INFORMATION

We do not use or share your personal information with others except as indicated in this Privacy Policy.

Teachers and Administrators: Pivot Interactives will use your personal information to provide the Services to you, alert you of new Services features and enhancements, respond to your support issues, and/or notify you of upgrade opportunities, promotions, and special offers. You agree that we may communicate with you via email and other electronic communication tools for any purpose relating to the Site or the Services.



Students: Pivot Interactives will use your personal information to provide the Services to you and respond to your support issues. You agree that we may communicate with you via email and other electronic communication tools for educational purposes.

Identifiable student data is used only for educational purposes, it is never used for commercial purposes.

The use of student information in the Services beyond the purposes of providing assessment falls under the discretion of the instructor. Pivot Interactives recommends prior disclosure by the instructor to their students of any other intended uses, such as research.

Pivot Interactives administrative responsibilities include "access to" but not "publication of" student records in individually identifiable ways. Pivot Interactives accesses student information for backup, internal maintenance, improvement of the Services, and technical support for instructors. If Pivot Interactives accesses student information, it is to troubleshoot the Services or to respond to an instructor's question. We take the utmost efforts to not divulge student information to unauthorized individuals. We strive to ascertain whether authorized persons are able to access the information correctly and to inform instructors how to access it.

Pivot Interactives may use aggregate information to determine the demographics of our users and to distribute statistics and general marketplace information about Pivot Interactives. These demographics will always represent aggregate information and will not identify a specific user.

Pivot Interactives may also disclose personal information:

- When we have your permission to do so; or
- To companies who work for Pivot Interactives to provide one or more parts of the Services or that provide related administrative functions (such as support Services, web analytics, and fraud detection). These third parties may have access to your personal information; if they do, this access is only so that they may perform these tasks on our behalf and they are obligated not to disclose or use it for any other purpose; or
- When we believe in good faith that disclosure is reasonably necessary to (1) comply with a legal process or law, or to respond to a government request for information, (2) enforce the terms of use or other agreements, (3) respond to claims that any content on the Site or

Services violates the rights of third parties, or that otherwise arise from your use of the Services, or (4) protect the rights, property, or personal safety of Pivot Interactives, its users, or the public.

5. CHILDREN

Pivot Interactives does not knowingly let children under the age of thirteen (13) to sign up for an account on the Services or to otherwise disclose any of their personal information to us. If you are under 13 years old, please do not use or access our Services. We do not intend to collect information about children under the age of 13. If we later obtain actual knowledge that a user is under 13 years of age, we will take steps to remove that user's information from our systems. If you are the parent or guardian of a child under 13 whom you believe has disclosed personal information to us, please contact us so that we may delete and remove the child's information from our systems.

6. OPT-OUT

We provide you the opportunity to opt-out of receiving certain communications from us, by contacting customer support. In addition, all marketing e-mails from Pivot Interactives will provide you with the opportunity to unsubscribe from future marketing mailings. Even if you opt out of such mailings, however, we reserve the right to send you e-mail and other communications to disclose maintenance and other service-related issues.

7. ACCESS TO ACCOUNT

If you are a registered user of the Services, you can change your account information through the account profile component of the Services. You may need to supply certain information so that we can try to verify that you have authority to modify this information.

8. THIRD-PARTY SITES

Pivot Interactives allows users to embed links and iframes to other sites. We do not share information with these linked sites, nor do we exercise control over their terms of service. These other websites or services may place their own cookies or other files on your computer, collect data or solicit personal information from you. Other websites and services follow different rules regarding the use or disclosure of the personal information you submit to them. We encourage you

to read the privacy policies or statements of the other websites you visit and services you use. By using this website, you agree to our use of cookies. We use cookies to provide you with a great experience and to help our website run effectively.



LEGAL REQUIREMENTS

We intend to protect your privacy to the fullest extent possible as described in this policy while also fulfilling our responsibility to uphold all applicable laws and regulations. Due to potential legal requirements and other possible circumstances, we cannot ensure that all of your private communications and other personally identifiable information will never be disclosed or accessed in ways not otherwise described in this policy. We may be compelled under law to disclose information to government or third parties under certain circumstances or third parties may unlawfully intercept or access transmissions or private communications. Further, we can, and you hereby authorize us to, disclose any information to law enforcement or other government officials that we, in our sole discretion, believe necessary or appropriate in compliance with the law and/or government requests.

9. UNITED STATES

The Services are hosted in the United States. If you are accessing the Site or Services from outside the United States, please be advised that through your continued use of the Site or Services, which is governed by U.S. law and this Privacy Policy, you are transferring your personal information to the United States and you consent to that transfer.

10. SECURITY MEASURES

We have implemented reasonable and industry standard security measures on the Site to help protect against the loss, misuse, and alteration of the personal information under our control. Additionally, Pivot Interactives takes reasonable steps to ensure that our third-party business partners, including our hosting partners, provide sufficient protection for personal information.

You acknowledge that no method of transmission over the Internet, or method of electronic storage, is 100% secure, and that we cannot guarantee absolute security. If you have any questions about security on our Site and Services, you may contact us. We will promptly make any legally required disclosures of any breach of the security, confidentiality, or integrity of your unencrypted electronically stored "personal data" (as defined in applicable state laws on security breach notification) to you via email or conspicuous posting on the Site.

11. FERPA

By using this website, you agree to our use of cookies. We use cookies to provide you with a great experience and to help our website run effectively.



Pivot Interactives complies with the Family Educational Rights and Privacy Act (FERPA) at 20 U.S.C. 1232g and 34 C.F.R. part 99.

12. CHANGES

Pivot Interactives posts any changes to this Privacy Policy on the Site. Your continued use of the Site and Services constitutes your agreement to this Privacy Policy and any future revisions.

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