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How much is a yearly subscription for Garbanzo?



Garbanzo has two subscription levels.

A Standard Subscription is \$149. This subscription level allows all of your students to create accounts in all of your classes— there is no cap! You have full access to all lessons on Garbanzo, and limited access to Learning Paths and Biblioteca features.

A Premium Subscription is \$299. This subscription level gives you everything in Standard, plus full access to Audio, Learning Paths and the Biblioteca.

You can read the full breakdown of subscription features here: <https://garbanzo.io/get-started> (<https://garbanzo.io/get-started>)

Garbanzo also accepts Purchase Orders from school districts. A district can pay through our secure online payment portal with a credit card, or by mailing a physical check to our business address.

Alternatively, a district can request that the teacher sign up for a Garbanzo subscription with the teacher's personal payment information, and then issue a reimbursement to the teacher for their purchase.

For assistance with a Purchase Order, please **fill out a support ticket**

(<https://garbanzohelp.freshdesk.com/support/tickets/new>).

Related Articles

- [How do I update my billing information?](#)
- [How can I get an invoice to provide to my district for reimbursement?](#)
- [How can I cancel my subscription?](#)
- [How can I tell when my account will auto-renew?](#)

[View all](#)

Terms and Conditions of Service

1. Acceptance of Terms of Use

Garbanzo's website, <https://garbanzo.io> (the "**Website**") and related services (together with the Website, the "**Service**"), are operated by The Comprehensible Classroom, LLC ("**Garbanzo**," "**we**," or "**us**"). These terms of use are entered into by and between you and us. The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, "**Terms and Conditions**"), govern your access to and use of the Service whether as a guest or a registered user.

Please read the Terms and Conditions carefully before you start to use the Website. By using the Service or by clicking to accept or agree to the Terms and Conditions when this option is made available to you, you accept and agree to be bound and abide by these Terms and Conditions and our Privacy Policy, found at <https://garbanzo.io/privacy-policy>, incorporated herein by reference. If you do not want to agree to these Terms and Conditions or the Privacy Policy, you must not access or use the Service.

The Service is offered and available to users who reside in the United States or any of its territories or possessions. Only adults over the age of 18 years may make purchases on the Website. Children under age 13 will be prompted to provide the email address of a parent or guardian to agree to their participation. By using this Service, you represent and warrant that the age you have provided is accurate and you meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Service.

We may revise and update these Terms and Conditions from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Service thereafter. However, any changes to the dispute resolution provisions set out in these Terms and Conditions will not apply to

any disputes for which the parties have actual notice on or before the date the change is posted on the Website.

Your continued use of the Service following the posting of revised Terms and Conditions means that you accept and agree to the changes. You are expected to check this page frequently so you are aware of any changes, as they are binding on you.

ACKNOWLEDGMENT OF ARBITRATION

You acknowledge that you understand that this agreement with Garbanzo contains an agreement to arbitrate. After clicking the box to indicate agreement with these Terms and Conditions, you understand that you will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, you agree to submit any such dispute to an impartial arbitrator. For additional information, please refer to the section entitled, "Governing Law and Arbitration; No Class Action," below.

2. Description of Website and Service

The Service allows teachers to purchase a subscription to access software suitable for early language users. Users of all ages, subject to legal requirements described in our Privacy Policy, may use the site. Garbanzo may, in its sole discretion and at any time, update, change, suspend, make improvements to or discontinue any aspect of the Service, temporarily or permanently.

3. Registration; Submission of Content

(a) Registration

In connection with registering for and using the Service, you agree to: (i) provide accurate, current and complete information about you and/or your organization as requested by Garbanzo; (ii) maintain the confidentiality of your password and other information related to the security of your account; (iii) maintain and promptly update any registration information you provide to Garbanzo, to keep such information accurate, current and complete; (iv) be fully responsible for all use of your account and for any actions that take place through your account; and (v) acknowledge that at certain times Garbanzo administrators may sign in to teacher or student accounts solely for the

purpose of troubleshooting bugs. Garbanzo administrators will not make any account changes.

(b) Your Representations and Warranties

You represent and warrant to Garbanzo that your access and use of the Service will be in accordance with these Terms and Conditions and with all applicable laws, rules and regulations of the United States and any other relevant jurisdiction, including those regarding online conduct or acceptable content, and those regarding the transmission of data or information exported from the United States and/or the jurisdiction in which you reside. You further represent and warrant that you have created or own any material you submit via the Service (including translations, Course Activity Materials, and Content) and that you have the right, as applicable, to grant us a license to use that material as set forth above or the right to assign that material to us as set forth below. You further represent and warrant that you will carefully safeguard your password, user name, and account information, will not share your password or user name with any third party, and will not allow any third party to access your account for any purpose.

You represent and warrant that (i) you are accessing this Website from the United States, (ii) you are not organized under the laws of, operating from, or otherwise ordinarily resident in a country or territory that is the target or comprehensive U.S. economic or trade sanctions (i.e., an embargo) or (iii) identified on a list of prohibited or restricted persons, such as the U.S. Treasury Department's List of Specially Designated Nationals and Blocked Persons, or (iv) otherwise the target of U.S. sanctions.

You agree you will not:

- Use the Service for the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- Use the Service to transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- Use the Service in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.

4. Inappropriate Use

You will not upload, display or otherwise provide on or through the Service any content that: (i) is libelous, defamatory, abusive, threatening, harassing, hateful, offensive or otherwise violates any law or infringes upon the right of any third party (including copyright, trademark, privacy, publicity or other personal or proprietary rights); or (ii) in Garbanzo's sole judgment, is objectionable or which restricts or inhibits any other person from using the Service or which may expose Garbanzo or its users to any harm or liability of any kind. You will not use the Service to collect information about our language instruction process or to develop strategy, guides or other language instruction material or a similar service.

5. Indemnification of Garbanzo

You agree to defend, indemnify and hold harmless Garbanzo and its affiliates, directors, officers, employees, contractors, agents, suppliers, licensors, successors and assigns, from and against any and all losses, claims, causes of action, obligations, liabilities and damages whatsoever, including attorneys' fees, arising out of or relating to your access or use of the Service, any false representation made to us (as part of these Terms and Conditions or otherwise), your breach of any of these Terms and Conditions, or any claim that any translation we provide to you is inaccurate, inappropriate or defective in any way whatsoever.

6. Purchases

If you purchase an auto-renewing periodic subscription through the Service, your Garbanzo account will be billed continuously for the subscription until you terminate it as set forth below. After your initial subscription period, and again after any subsequent subscription period, your subscription will automatically renew for an additional equivalent period. If you do not wish your subscription to renew automatically, or if you want to change or terminate your subscription, you will need to log in to your Garbanzo account and follow instructions to terminate or change your subscription, even if you have deleted your account.

All prices, discounts, and promotions posted on this Website are subject to change without notice. The price charged for a product or service will be the price in effect at the time the order is placed and will be set out in your order confirmation email. Price increases will only apply to orders placed after such changes. Posted prices do not include taxes or charges for shipping and handling. All such taxes and charges will be added to your merchandise total, and will be itemized in your shopping cart

and in your order confirmation email. We strive to display accurate price information, however we may, on occasion, make inadvertent typographical errors, inaccuracies or omissions related to pricing and availability. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences.

Terms of payment are within our sole discretion and payment must be received by us before our acceptance of an order. You agree to pay all fees and applicable taxes incurred by you or anyone using a Garbanzo account registered to you. Garbanzo may revise the pricing for the goods and services offered through the Service at any time. All information that you provide in connection with a purchase or transaction or other monetary transaction interaction with the Service must be accurate, complete, and current and you represent and warrant that charges incurred by you will be honored by your credit card company. We accept Visa, MasterCard, American Express for all purchases, and personal checks for purchases for which you have completed a purchase order. You agree to pay all charges incurred by users of your credit card, debit card, or other payment method used in connection with a purchase or transaction or other monetary transaction interaction with the Service at the prices in effect when such charges are incurred. You will pay any applicable taxes, if any, relating to any such purchases, transactions or other monetary transaction interactions.

7. Payment Processors

All financial transactions made in connection with the Service will be processed by a third party in accordance with their respective terms of use, privacy policy, and/or any applicable payment terms and conditions. We encourage you to learn about the practices of such third party. In no event will Garbanzo be responsible for the actions or inactions of any third party payment processor, including, but not limited to, system downtime or payment service outages.

8. Refund Policy

In the event that Garbanzo suspends or terminates your use of the Service or these Terms and Conditions or you close your account voluntarily, you understand and agree that you will receive no refund or exchange of any kind, including for any unused virtual currency or other virtual item, any Content or data associated with your use of the Service, or for anything else.

9. Third-Party Links, Sites, and Services

For teachers using the Service, the Service may contain links to third-party websites that are not owned or controlled by Garbanzo. We do not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access any third party website, service, or content from Garbanzo, you understand that these Terms and Conditions and our Privacy Policy do not apply to your use of such sites. You expressly acknowledge and agree that Garbanzo shall not be responsible or liable, directly or indirectly, for any damage or loss arising from your use of any third-party website, service, or content.

The Service will not contain links to third party websites for students using the website.

10. NO REPRESENTATIONS OR WARRANTIES BY GARBANZO

THE SERVICE, INCLUDING ALL IMAGES, AUDIO FILES AND OTHER CONTENT THEREIN, AND ANY OTHER INFORMATION, PROPERTY AND RIGHTS GRANTED OR PROVIDED TO YOU BY GARBANZO ARE PROVIDED TO YOU ON AN "AS IS" BASIS. GARBANZO AND ITS SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICE, EITHER EXPRESS OR IMPLIED, AND ALL SUCH REPRESENTATIONS AND WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, ARE EXPRESSLY DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GARBANZO DOES NOT MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND RELATING TO ACCURACY, SERVICE AVAILABILITY, COMPLETENESS, INFORMATIONAL CONTENT, ERROR-FREE OPERATION, RESULTS TO BE OBTAINED FROM USE, OR NON-INFRINGEMENT. ACCESS AND USE OF THE SERVICE MAY BE UNAVAILABLE DURING PERIODS OF PEAK DEMAND, SYSTEM UPGRADES, MALFUNCTIONS OR SCHEDULED OR UNSCHEDULED MAINTENANCE OR FOR OTHER REASONS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

11. LIMITATION ON TYPES OF DAMAGES/LIMITATION OF LIABILITY

IN NO EVENT WILL GARBANZO BE LIABLE TO YOU OR ANY THIRD PARTY CLAIMING THROUGH YOU (WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHER THEORY) FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THE ACCESS OR USE OF, OR THE INABILITY TO ACCESS OR USE, THE SERVICE OR ANY PORTION THEREOF, INCLUDING BUT NOT LIMITED TO THE LOSS OF USE OF THE SERVICE, INACCURATE RESULTS, LOSS OF PROFITS, BUSINESS INTERRUPTION, OR DAMAGES STEMMING FROM LOSS OR CORRUPTION OF DATA OR DATA BEING RENDERED INACCURATE, THE COST OF RECOVERING ANY DATA, THE COST OF SUBSTITUTE SERVICES OR CLAIMS BY THIRD PARTIES FOR ANY DAMAGE TO COMPUTERS, SOFTWARE, MODEMS, TELEPHONES OR OTHER PROPERTY, EVEN IF GARBANZO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. GARBANZO'S LIABILITY TO YOU OR ANY THIRD PARTY CLAIMING THROUGH YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, IS LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO GARBANZO FOR THE SERVICE IN THE 12 MONTHS PRIOR TO THE INITIAL ACTION GIVING RISE TO LIABILITY. THIS IS AN AGGREGATE LIMIT. THE EXISTENCE OF MORE THAN ONE CLAIM HEREUNDER WILL NOT INCREASE THIS LIMIT. THE LIMITATION OF LIABILITY SET OUT HEREIN DOES NOT APPLY TO LIABILITY RESULTING FROM OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

12. Termination

Garbanzo may withdraw or amend the Website or terminate your access and use of the Service immediately at any time, for any reason, and at such time you will have no further right to use the Service. You may terminate your Garbanzo account at any time by following the instructions available through the Service. The provisions of these Terms and Conditions relating to the protection and enforcement of Garbanzo's proprietary rights, your representations and warranties, disclaimer of representations and warranties, release and indemnities, limitations of liability and types of damages, ownership of data and information, governing law and venue, and miscellaneous provisions shall survive any such termination.

13. Proprietary Rights in Service Content and Activity Materials

All content available through the Service, including designs, text, graphics, images, information, software, audio and other files, and their selection and arrangement

(the “**Service Content**”), are the proprietary property of Garbanzo or its licensors. No Service Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, other than as expressly permitted in these Terms and Conditions. You may not use any data mining, robots, scraping or similar data gathering or extraction methods to obtain Service Content. As between you and Garbanzo, all data, information and materials generated from your access and use of the educational activities made available on or through the Service, including translated content generated by you (collectively, the “**Activity Materials**”), shall be exclusively owned by Garbanzo, and you shall not have any right to use such Activity Materials except as expressly authorized by these Terms and Conditions. By using the Service, you hereby assign to Garbanzo any and all rights, title and interest, including any intellectual property rights or proprietary rights, in the Activity Materials. All rights of Garbanzo or its licensors that are not expressly granted in these Terms and Conditions are reserved to Garbanzo and its licensors.

14. Privacy

Use of the Service is also governed by our Privacy Policy, a copy of which is located at <https://garbanzo.io/privacy-policy>. By using the Service, you consent to the terms of the Privacy Policy.

15. Notice for Claims of Copyright Violations and Agent for Notice

If you are a copyright owner and have a good faith belief that any material available through the Service infringes upon your copyrights, you may submit a copyright infringement notification to Garbanzo pursuant to the Digital Millennium Copyright Act by providing us with the following information in writing:

- an electronic or physical signature of the copyright owner or the person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Service, with enough detail that we may find it on the Service;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and

- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

Please consult your legal counsel for further details or see 17 U.S.C. §512(c)(3).

Garbanzo's Agent for Notice of claims of copyright infringement can be reached as follows:

By mail: The Comprehensible Classroom, LLC
461 South Forty Road
Charlotte, VT, 05445

By email: legal@garbanzo.io

16. Geographic Restrictions

The owner of the Website is based in the State of Vermont in the United States. We provide this Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

17. Governing Law and Arbitration; No Class Action

These Terms and Conditions, its subject matter and Garbanzo's and your respective rights under these Terms and Conditions, as well as and any claim, cause of action or dispute ("**claim**") arising out of or related to these Terms and Conditions, shall be governed by and construed under the laws of the State of Vermont, United States of America, excluding the conflict of law provisions of that or any other jurisdiction, regardless of your country of origin or where you access the Service. ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO THESE TERMS AND CONDITIONS OR THE SERVICE WILL BE RESOLVED BY BINDING ARBITRATION, RATHER THAN IN COURT, except for Garbanzo's right to seek injunctive relief as set forth below. Unless otherwise expressly required by applicable law, each party shall bear its own attorneys' fees without regard to which party is deemed the prevailing party in the arbitration proceeding.

If you do not want to arbitrate disputes with Garbanzo and you are an individual, you may opt out of this arbitration agreement by sending an email to

legal@garbanzo.io within 30 days of the day you first access or use the Service.

If you intend to seek arbitration you must first send written notice to Garbanzo's Administration Office of your intent to arbitrate ("**Notice**"). The Notice to Garbanzo should be sent by any of the following means: (i) electronic mail to legal@garbanzo.io; or (ii) sending the Notice by U.S. Postal Service certified mail to The Comprehensible Classroom, LLC, 461 South Forty Road, Charlotte, VT, 05445, Attention: Martina Bex. The Notice must (x) describe the nature and basis of the claim or dispute; (y) set forth the specific relief sought; and (z) set forth your name, address and contact information. If we intend to seek arbitration against you, we will send any notice of dispute to you at the contact information we have for you.

The arbitration will be conducted before a neutral single arbitrator in the County of Chittenden in the State of Vermont, whose decision will be final and binding, and the arbitral proceedings will be governed by the American Arbitration Association ("**AAA**") under its AAA Commercial Arbitration Rules, Consumer Due Process Protocol, and Supplementary Procedures for Resolution of Consumer Related Disputes, as modified by these Terms and Conditions. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879. All issues are for the arbitrator to decide, including the scope of this arbitration clause, but the arbitrator is bound by the terms of these Terms and Conditions. If you initiate arbitration, your arbitration fees will be limited to the filing fee set forth in the AAA's Consumer Arbitration Rules. We will reimburse all other AAA filing, administration and arbitrator fees paid by you, unless the arbitrator determines that the arbitration was frivolous or brought for an improper purpose, in which case the payment of all such fees shall be governed by the AAA rules. The arbitration will be conducted in the English language. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. For any claim where the potential award is reasonably likely to be \$10,000 or less, either you or Garbanzo may elect to have the dispute resolved through non-appearance-based arbitration.

To the fullest extent permitted by applicable law, YOU AND GARBANZO EACH AGREE THAT ANY DISPUTE RESOLUTION PROCEEDING WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. If for any reason a claim proceeds in court rather than in arbitration, YOU AND GARBANZO EACH WAIVE ANY RIGHT TO A JURY TRIAL. If a court of competent jurisdiction finds the foregoing arbitration provisions invalid or inapplicable, you and Garbanzo agree that all claims arising out of or related to these Terms and Conditions must be resolved exclusively by a state or federal court located in Chittenden County in the State of Vermont, and you and Garbanzo each agree to submit to the exercise of personal jurisdiction of such courts for the

purpose of litigating all such claims. Notwithstanding the above, you agree that Garbanzo shall still be allowed to apply for and obtain injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

18. Miscellaneous

These Terms and Conditions constitute the entire agreement between Garbanzo and you concerning the subject matter hereof. In the event that any of the Terms and Conditions are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that these Terms and Conditions shall otherwise remain in full force and effect. A waiver by Garbanzo or you of any provision of these Terms and Conditions or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. Garbanzo may assign its rights or obligations under these Terms and Conditions without condition. These Terms and Conditions will be binding upon and will inure to the benefit of Garbanzo and you, and Garbanzo's and your respective successors and permitted assigns.

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Privacy Policy

1. General

The Comprehensible Classroom, LLC ("**Garbanzo**", "**we**", "**us**" or "**our**") takes your privacy seriously and is committed to safeguarding your privacy online. This Privacy Policy ("**Privacy Policy**") details the personal data received about you, how we process it and your rights and obligations in relation to your personal data. The Comprehensible Classroom, LLC, is a company registered at PO Box 512, Charlotte, VT, 05445, United States of America.

By using or accessing Garbanzo's website, <https://garbanzo.io> (the "**Website**") and related services (together with the Website, the "**Service**"), you agree to the terms of this Privacy Policy. Capitalized terms not defined here have the meanings set forth in the terms and conditions (the "**Terms and Conditions**"), located at <https://garbanzo.io/terms>.

It is our policy to post any changes we make to our Privacy Policy on this page. If we make material changes to how we treat our users' personal information, we will notify you by email to the email address specified in your account and through a notice on the Website home page. The date the Privacy Policy was last revised is identified at the bottom of the page. You are responsible for ensuring we have an up-to-date active and deliverable email address for you, and for periodically visiting our Website and this Privacy Policy to check for any changes.

2. Information We Collect

This Privacy Policy explains how we collect, use and share your personal data.

(a) Information you may provide

- Through the registration process, you will provide us with your name, email address (or parent's email address), and age or date of birth.
- You will also provide us with your payment transaction information if you choose to pay for Garbanzo services.
- We may retain records and copies of your correspondence, if you contact us.

(b) Activity Data

When you use the Service, we will generate data about your use of the Service including your engagement in educational activities on the Service, such as the completion of lesson plans and accrual of points relating to the completion of lessons ("**Activity Dat**"). We also collect technical data about how you interact with our Service; for more information, see [Cookies](#).

(c) Third Party Data

We do not collect information about you from third parties.

3. Product Research and Development

We may contact you to participate in product research activities. These may include surveys, interviews, and other types of feedback sessions. When you participate in these research activities, the information you provide will be used to test, improve, and develop our products. We will record the text of this feedback together with any additional contact information you provide and will retain this data for two years.

Please contact us at hola@garbanzo.io to:

- Request more information about the research activities you have volunteered for.
- Opt out of being contacted for research activities.
- Request a copy of any research related data you have provided to us.

4. Cookies

When you enter the Website, we collect your browser type and your IP address (a unique address that identifies your computer on the Internet).

In addition, we store certain information from your browser using "cookies." A cookie is a piece of data stored on the user's computer tied to information about

the user. We use session ID cookies to confirm that users are logged in. If you do not want information collected through the use of cookies, there is a simple procedure in most browsers that allows you to deny or accept the cookie feature; however, you should note that cookies may be necessary to provide you certain features available on the Website (e.g., customized delivery of information). In addition to using this to enhance your user experience, we may use it to market our services to you.

You can find more information about cookies and how to manage them at <http://www.allaboutcookies.org>.

5. Information Obtained by Third Parties

We use Google Analytics which is a web analytics tool that helps us understand how users engage with the Website. Like many services, Google Analytics uses first-party cookies to track user interactions as in our case, where they are used to collect information about how users use our site. This information is used to compile reports and to help us improve our Website. The reports disclose website trends without identifying individual visitors. You can opt out of Google Analytics without affecting how you visit our site – for more information on opting out of being tracked by Google Analytics across all websites you use, visit this Google page: <https://tools.google.com/dlpage/gaoptout>.

6. Use of information obtained by Garbanzo

We use personal data collected through the Service, including Activity Data to present our Website to you and provide you the Service. As a business, it is critical that we provide you with the best service possible, and it is in our legitimate interests to perform these processing functions and to enable service emails by default to keep your data secure and provide our Service. You may opt out of any non-essential service emails at any time by emailing hola@garbanzo.io.

Garbanzo may also occasionally send you service related and product change announcements through the general operation of the Service. We will send you reminder notifications to support the Garbanzo teaching methodology. We process your data to help provide you with the Service and offer personalized features, to understand and improve our Service and to keep our Service safe and secure.

We may also use your contact information to send you notifications regarding new services, offers and promotions offered by Garbanzo unless you notify us by emailing hola@garbanzo.io that you do not wish to receive such communications.

Profile information is used by Garbanzo to be presented back to and edited by you when you access the Service. Garbanzo uses this information to provide you with support, to send you essential notifications, to enforce our terms, conditions and policies, to communicate with you, to administer the Service, and for internal operations, including troubleshooting, data analysis, research, statistical, and survey purposes. Garbanzo's Terms and Conditions provide the contractual lawful basis for these processing activities.

7. Sharing your personal data with third parties

Garbanzo shares your personal data only when it is necessary to offer the Service (including to our affiliates, and service providers), legally required, or permitted by you. In the event of the sale of Garbanzo or its assets or a merger involving Garbanzo, we may disclose your information to the acquirer or other merging party. We do not sell your personal data to any third parties.

We may provide personal data to hosting providers such as Amazon Web Services, search engine providers such as Google, analytics providers such as Crashlytics, and support providers such as ZenDesk.

These data processors help us bring you the Service. For example, we may share your information in order to detect where or how you encountered a bug when using our mobile application. In connection with these operations, our service providers will have access to personal data for a limited time. When we utilize service providers for processing any personal data, we implement contractual protections limiting the use of that personal data to the provision of services to Garbanzo.

We will be required to access and disclose personal data in response to lawful requests, such as subpoenas or court orders, or in compliance with applicable laws. Additionally, we will access and share account or other personal data when we believe it is necessary to comply with law, to protect our interests or property, to prevent fraud or other illegal activity perpetrated through the Service or using the Garbanzo name, or to prevent imminent harm. This will include accessing and sharing personal data with other companies, lawyers, agents or government agencies.

If the ownership of all or substantially all of the Garbanzo business, or individual business units or assets owned by Garbanzo that are related to the Service,

changes, your personal data will be transferred to the new owner. In any such transfer of information, your personal data would remain subject to this section.

Garbanzo will share aggregate or anonymous data collected through the Service, including Activity Data, for purposes such as understanding or improving the service.

8. Data subject protections and data retention

All data is transferred over HTTPS (Hypertext Transfer Protocol Secure). Passwords are salted and stored encrypted at rest. The application itself is behind multiple firewalls and access to databases is closely restricted and monitored. We use multiple tools to monitor the health of the application and alert us to suspicious activity.

We have never had a data breach but in the event one occurs, we will notify affected customers as quickly as possible (and in accordance with any and all applicable laws or regulations) once we've determined the scope of the breach and have restored the integrity of the application.

You can manage your account settings at <https://garbanzo.io/signin> to update, amend, and correct your information.

We will also endeavor to provide you with the following rights, unless provided otherwise by local law:

- To request access to, or erasure of, the personal data we hold about you.
- To request us to restrict the processing of the personal data we hold about you.
- To object to us processing personal data relating to you.
- Where you have given us consent to process your personal data, you may withdraw that consent at any time.
- To export the personal data you have provided to Garbanzo in a format that can be transferred electronically to a third party.
- To delete your account with Garbanzo by following the instructions available through the Service.

To make a request with respect to the foregoing, users should email privacy@garbanzo.io.

Garbanzo will retain your data until your account is deleted, after which point we will retain anonymous data collected through the Service, including Activity Data,

which may be used by Garbanzo and shared with third parties in any manner.

Please note that some of these rights are not absolute. In some cases, we may refuse a request to exercise particular rights if complying with it means that we are no longer able to meet our contractual obligation to provide you with particular products and services. We will keep you informed as to the actions that we can take when you make your request.

9. Third party websites and links

For users who are teachers, our Service may contain links to other sites operated by third parties. Garbanzo does not control such other sites and is not responsible for their content, their privacy policies, or their use of personal data, including any personal or financial information collected by our third party payment processor. Garbanzo's inclusion of such links does not imply any endorsement of the content on such sites or of their owners or operators except as disclosed on the Website. Any information submitted by you directly to these third parties is subject to that third party's privacy policy.

10. Website for individuals in the United States Only

This Website and the Service are intended for individuals located in the United States only.

11. Children under age of 13

Garbanzo provides some features and services intended for use by children. The Children's Online Privacy Protection Act of 1998 and its rules require us to inform parents and legal guardians (as used in this section "**parents**") about our practices for collecting, using, and disclosing personal information from children under the age of 13 ("**children**"). It also requires us to obtain verifiable consent from a child's parent for certain collection, use, and disclosure of the child's personal information. Children aged 13 years or younger must provide a parent's email address, and Garbanzo will only permit use of the Service when it has received parental consent as described further below.

This section only applies to children under the age of 13 and supplements the other provisions of this Privacy Policy. Only the other provisions of this Privacy Policy apply to teens and adults. Except where noted in this section, all information

provided in other sections of the Privacy Policy apply to children as well as to older users of the Service.

This section notifies parents of any deviations from Garbanzo's general privacy policies with respect to children relating to the following:

- The types of information we may collect from children.
- How we use the information we collect.
- Our practices for disclosing that information.
- Our practices for notifying and obtaining parents' consent when we collect personal information from children, including how a parent may revoke consent.
- All parties that collect or maintain information from children through this Service.

We only collect as much information about a child as is reasonably necessary for the child to participate in an activity, and we do not condition his or her participation on the disclosure of more personal information than is reasonably necessary. In order for a child to register for the Service, he or she must provide his or her name, birthday, and the email address of a parent. We also track Activity Data of children and use cookies with respect to computers used by children. See our [Activity Data](#) and [Cookies](#) for more information. We do not collect credit card or other payment information from children.

Upon registration the child will provide a parent's email address, to whom Garbanzo will send a notification. Garbanzo will not complete the registration of a child until it has received email permission from the parent and sent the parent a confirmation email.

Garbanzo uses age-gating to restrict what services are available to children. Children will receive the following service restrictions:

- Instead of storing a child's email address, we will only store the email address of his or her parent.
- To the extent that Garbanzo establishes any ability for some users to post information publicly or to other users of the Garbanzo community, such as in a chat room, children will be prevented from posting.
- To the extent that Garbanzo allows some users to contact each other via email, children will be not be assisted in sending or receiving email.
- Children will not be presented with links to other websites.

At the point when the user is known to have reached the age of 13, the account will automatically be transitioned to be a normal non-restricted account.

At any time, you may review the child's personal information maintained by us, require us to correct or delete the personal information, and/or refuse to permit us from further collecting or using the child's information.

You can review, change, or delete your child's personal information by:

- Logging into your child's student account and visiting his or her account profile page.
- Sending us an email at privacy@garbanzo.io. To protect your privacy and security, we may require you to take certain steps or provide additional information to verify your identity before we provide any information or make corrections.

12. Information security

Garbanzo has implemented administrative and technical safeguards it believes are appropriate to protect the confidentiality, integrity and availability of your personal data and access credentials. However, given sufficient resources, a determined attacker could defeat those safeguards and may, as a result, gain access to the data we seek to protect. In the event a malicious attack is successful and user data is affected, we will immediately notify all affected customers.

13. Do Not Track

The Service is not designed to respond to "do not track" signals sent by some browsers.

14. Contact Us

Garbanzo's headquarters are located at:

Garbanzo
PO Box 512
Charlotte, VT 05445
United States of America

For all data privacy inquiries and any questions or concerns you have about this Privacy Policy, please contact us at hola@garbanzo.io.

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