

CONTRACT NAME: AGREEMENT BETWEEN THINK THROUGH LEARNING AND DAVIS JOINT UNIFIED SCHOOL DISTRICT

BRIEF DESCRIPTION OF CONTRACT: This agreement is between Think Through Learning and DJUSD and allows 50 students at Harper Junior High School to access the Think Through Math component which provides adaptive learning pathways for students and allows teachers to customize reports to monitor progress. It also offers interactive live support with certified math teachers.

The cost of the service is \$2,795 and is being paid by site funds.

Ref. 171234

Davis Joint Unified School District

THINK THROUGH MATH SALES ORDER

Think Through Learning, Inc.						Bill to:					
Contact	Robert Reimer					Contact					
Fed ID #	03 0468465					School	Davis Joint Unified School District				
Street Address	116 Federal Street Floor 2					Street Address	526 B St				
City	Pittsburgh	State	PA	ZIP	15212	City	Davis	State	California	ZIP	95616
Phone	(866) 357 - 8664	FAX	(800) 305 - 0693			Phone	(530) 757-5300	FAX			

SUMMARY OF FEES

Type of License: K-12 - Site

Licenses	Cost per License	License Subtotal	Professional Services	Total Cost
50	\$16.00	\$800.00	\$1995.00	\$2,795.00

Program Design Notes/Comments:

12 month individual Student Access to Think Through Math for 50 Students at Harper Jr High School, Davis USD.

Program includes Online professional development training. Think Through Math program also includes teacher and administrative logins as well as automated and customized reporting. All users may access the program from any location.

SCOPE OF SERVICES

Differentiated Instruction Programming License

- Adaptive Learning Pathways
- Live Certified Math Teachers Online
- Spanish Language Support

Professional Services and Training

- Teacher Orientation Training
- Customized Online Workshops
- Teacher Resource Guide / Teacher Certification
- Program Design Support and Evaluation
- Ongoing Detailed Administrative and School-Level Reporting
- Online Live Classroom Support Tools

Additional rates may apply for site based evaluation, training and support. All onsite visits and fees must be accepted by both parties and coordinated with approval from the school district program manager, or assignee.

Effective Date: 9/15/2016

License Term: 12 months.

X

AUTHORIZED BY (SIGN) **(PRINT NAME)** **(TITLE)** **DATE** **PURCHASE ORDER NUMBER**

Please remit signed proposal by email to finance@thinkthroughmath.com or by fax (800) 305-0693.

Enter this order in accordance with the prices and specifications indicated above. Please see "Content License and Services Agreement" for the detailed terms and conditions of this proposal. Sole Source Statement: Think Through Learning, Inc. is the sole provider of the integrated learning systems Think Through Math; research-based differentiated instruction with live tutors online, simultaneously engaging below grade level learners, on grade level learners, and above grade level learners.

Created by: rreimer@thinkthroughmath.com

Davis Joint Unified School District


Think Through Learning

Terms of Service

Jurisdiction, Venue, & Interpretation

The Terms of Service shall be governed by and construed in accordance with the laws of the State of California. Each party consents to personal jurisdiction and venue in Yolo County. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed. If a court of competent jurisdiction rules as invalid any provision of this agreement or the application of any provision to any person or circumstance, the parties agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and all other provisions shall remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the Service, the use of the Think Through Learning website or iOS Apps, or the Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Accepted as addendum to Terms and Conditions

By: 
CHRISTIAN J. SWANSON

Title: Vice President - Finance

Date: 11-3-2016



Welcome

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Not Listed ▼

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Terms of Use and Privacy Policy

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Terms Of Use and Privacy Policy

TERMS OF USE

PLEASE READ THE FOLLOWING TERMS OF USE AND DISCLAIMERS CAREFULLY BEFORE USING THIS WEBSITE.

Think Through Learning, Inc. (the "Company," "we" or "our"), as a convenience to you grants you access to its website, accessible via lms.thinkthroughmath.com (the "Site"), including when accessed through any state/district/school link that connects to the Site, conditioned on your acceptance of the terms, conditions and notices contained herein (these "Terms of Use"). For the purposes of these Terms of Use, (a) "you" and "user" means the student, or the parent or guardian of a student, who is accessing the Site through a particular username and password assigned with respect to such student; and (b) "Content" means, collectively, any content, including, without limitation, any text, software, source code, applications, specifications, images, audio files, articles, and other information or content made available through the Site.

You are also subject to the Company's Privacy Policy available at the Site, which is incorporated herein ("Privacy Policy"). You agree that the Company may modify these Terms of Use and the Privacy Policy from time to time, with or without notice to you. When you access, use or browse the Site, you accept, without limitation or qualification, these Terms of Use as if you had signed them. You are responsible for regularly reviewing these Terms of Use.

These Terms of Use are effective as of May 16, 2014.

ACCEPTANCE OF TERMS

Please read these Terms of Use and the Company's Privacy Policy carefully. By accessing or using the Site, you agree to these Terms of Use, and you consent to the collection and use of information as described in our Privacy Policy. If you do not agree to these Terms of Use and the terms and conditions of our Privacy Policy, you must exit the Site immediately. These Terms of Use and the Privacy Policy are applicable to all users of the Site.

LICENSE GRANT

The Company hereby grants you a limited, non-transferable, non-exclusive license to access and use the Site and its content for your personal use only and for the benefit of a student in states/districts/schools that have contractual agreements with Think Through Learning, Inc. No license is granted to any third party and you have no right to make available to anyone access to the Site or the Content who is not a student or educator.

RESTRICTIONS ON USE OF SITE

Unless otherwise specified, the Site is for your personal, educational and noncommercial use. You may not (a) modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works of, transfer, or sell any Content; (b) other than for your use of the Site as expressly permitted in these Terms of Use, access or attempt to access any systems or servers on which the Site is hosted or modify or alter the Site in any way; (c) forge headers, create a false identity or otherwise manipulate identifiers in order to deceive others or disguise the origin of any Content transmitted to or via the Site; (d) directly or indirectly distribute, resell, rent, lease, subcontract, operate or otherwise grant access to, or use for the benefit of any third party (whether or not in a timesharing or service bureau environment), the Site; (e) decompile, disassemble, reverse engineer or translate the Site; (f) attempt to interfere with or disrupt the Site; or (g) disclose any passwords or other security or authentication device with respect to the Site to any person other than the person to whom it was issued. You are solely responsible for all activity and use of the Site that occurs under your account or password.

You may display and, subject to any expressly stated restrictions or limitations relating to specific material, electronically copy, download and print hard copy portions of your material from the Site solely for your own noncommercial use. Any other use of materials on this Site, including, but not limited to, the modification, reproduction, distribution, republication, display or

transmission of the Content of this Site, without prior written permission of the Company is strictly prohibited.

If you allow a competing software company access to the Site, you will be legally responsible for the damage caused by the release of proprietary information from the Site.

Harassment in any manner or form on the Site, including via email and posting of messages containing obscene or abusive language is strictly forbidden. Impersonation of others, including a Company employee, host, or representative or other members or visitors on the Site is prohibited. You may not upload to, distribute, or otherwise publish through the Site any content which is libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, abusive, illegal, or otherwise objectionable, or which may constitute or encourage a criminal offense, violate the rights of any party or otherwise give rise to liability or violate any law. You may not upload commercial content on the Site or use the Site to solicit others to join or become members of any other commercial online service or other organization.

REPRESENTATIONS, WARRANTIES AND COVENANTS

You represent, warrant and covenant to the Company that:

- You have full power, capacity and authority to enter into these Terms of Use including the Privacy Policy.
- You are a student, or the authorized parent or guardian of a student, who resides in a state, district or school that has a contractual agreement with Think Through Learning, Inc., for students in the relevant grade level of the user.
- You will access and use the Site solely for legitimate purposes and in compliance with all applicable federal, state and local laws, rules and regulations ("Applicable Law").
- You will not transmit or upload to the Site any viruses, worms, trojan horses, spyware, back door or other malicious code.
- You will not permit any third party to access the Site or otherwise disclose any Content to any third party.

COPYRIGHTS

The Content and the Site, including the selection and arrangements thereof, are copyrighted as a collective work under the United States and other copyright laws and are the sole property of the Company and/or its licensors and are protected by patent, copyright and other intellectual property laws and may not be used except in accordance with these Terms of Use or with the

Company's express written consent. Other than as necessary for your use of the Site in accordance with these Terms of Use, the Company grants no other privileges or rights in the Content to you, and you must keep intact all patent, copyright and other proprietary notices on the Content. Any Content owned by the Company's licensors may be subject to additional restrictions.

TRADEMARKS

All trademarks, service marks, trade names and trade dress, whether registered or unregistered (collectively the "Marks") that appear on the Site are proprietary to the Company or other respective owners that have granted the Company the right and license to use such Marks. You may not display or reproduce the Marks other than with the prior written consent of the Company, and you may not remove or otherwise modify any trademark notices from any Content.

NOTICES AND PROCEDURES FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement should be sent to the website's designated agent. ALL INQUIRIES NOT RELEVANT TO OR NOT COMPLYING WITH THE FOLLOWING PROCEDURE WILL RECEIVE NO RESPONSE. The Company respects the intellectual property of others, and we ask our users and visitors to do the same. The Company will process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act ("DMCA") and other applicable intellectual property laws. Upon receipt of notices complying with the DMCA, the Company will act to remove or disable access to any material found to be infringing or found to be the subject of infringing activity and will act to remove or disable access to any reference or link to material or activity that is found to be infringing.

If you believe that your work has been copied in a way that constitutes copyright infringement, please provide the Company with the following information. Please be advised that to be effective, the notification must include ALL of the following:

1. a physical or electronic signature of the person authorized to act on behalf of the owner of an exclusive copyright that is allegedly infringed;
2. a description of the copyrighted work that you claim has been infringed;
3. a description of where the material that you claim is infringing is located on the Site;

4. your address, telephone number, and email address and all other information reasonably sufficient to permit the Company to contact you;
5. 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;
6. a statement by you, made under penalty of perjury, that the above information in your notification is accurate and that you are the copyright owner or authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Notices of claimed copyright infringement should be directed to:

By mail:

Think Through Learning, Inc.

116 Federal Street, 2nd Floor

Pittsburgh, PA 15212

IMPORTANT NOTE: THE PRECEEDING INFORMATION IS PROVIDED EXCLUSIVELY FOR NOTIFYING THE COMPANY THAT YOUR COPYRIGHTED MATERIAL MAY HAVE BEEN INFRINGED. ALL OTHER INQUIRIES, SUCH AS PRODUCT OR SERVICE RELATED QUESTIONS AND REQUESTS, OR QUESTIONS ON PRIVACY, WILL NOT RECEIVE A RESPONSE THROUGH THIS PROCESS.

TERM; TERMINATION

These Terms of Use are applicable to you upon your accessing the Site. The Company reserves the right, for any reason, in its sole discretion, to terminate, change, suspend or discontinue the Site, your access to or use of the Site, or remove any Communications or materials provided by you, at any time, for any reason or for no reason at all, without notice and without penalty. These Terms of Use may be modified, altered, updated or terminated by the Company without notice at any time for any reason. Your continued use of the Site after such modifications, alterations or updates, as the case may be, signifies your agreement to be bound by such modifications, alterations or updates. The provisions relating to Copyrights, Trademarks, Disclaimer, Claims, Limitation of Liability, Indemnification, Applicable Laws, and General shall survive any termination.

USER PARTICIPATION

The Company does not and cannot review all data entered by users accessing the Site and is not in any manner responsible for the content of this data.

THIRD-PARTY LINKS

In an attempt to provide increased value to our visitors, this Site may contain links to other sites on the Internet that are owned and operated by third parties other than the Company (these may include, without limitation, those of your state education agency, your school district and your school,) (the “External Sites”). However, no such third party is affiliated with the Company, the Company has no control over these linked sites, all of which have separate privacy and data collection practices, independent of the Company. The Company has no responsibility or liability for these independent policies or actions and is not responsible for the privacy practices or the content of External Sites. These External Sites are only for your convenience and therefore you access them at your own risk, and you may be subject to the terms and conditions and the privacy policies imposed by such third parties. Links do not imply that the Company sponsors, endorses, is affiliated with or associated with, or has been legally authorized to use any trademark, trade name, service mark, design, logo, symbol or other copyrighted materials displayed on or accessible through such External Sites. Nonetheless, the Company seeks to protect the integrity of its Site and the links placed upon it and therefore requests any feedback on not only its own Site, but for sites it links to as well (including if a specific link does not work). You should contact the Site administrator or Webmaster for those External Sites if you have any concerns regarding such links or the content located on such External Sites.

DISCLAIMER

THE SITE AND THE CONTENT ARE PROVIDED ON AN “AS-IS”, “WHERE-IS” AND “AS-AVAILABLE” BASIS, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. THE COMPANY HEREBY DISCLAIMS ON BEHALF OF ITSELF, ITS EMPLOYEES, OFFICERS, DIRECTORS, THIRD PARTY SUPPLIERS AND AGENTS (COLLECTIVELY, “COMPANY PARTIES”) ANY AND ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR TITLE. NEITHER THE COMPANY NOR ANY OF THE COMPANY PARTIES REPRESENT OR WARRANT THAT THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT

DEFECTS, IF ANY, WILL BE CORRECTED, OR THAT THE SITE WILL BE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS; NOR DOES THE COMPANY OR ANY OF THE COMPANY PARTIES MAKE ANY REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY, RELIABILITY, CURRENCY, QUALITY, PERFORMANCE OR SUITABILITY OF THE SITE OR THE CONTENT.

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AS A CONDITION OF YOUR USE OF THE SITE, YOU REPRESENT, WARRANT AND COVENANT TO THE COMPANY THAT YOU WILL NOT USE THE SITE OR THE CONTENT FOR ANY PURPOSE THAT VIOLATES ANY APPLICABLE LAW OR IS PROHIBITED BY THESE TERMS OF USE.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless the Company and each of the Company Parties from and against any and all losses, expenses, damages and costs, including reasonable attorneys' fees, arising from: (a) your use or modification or alteration of the Site or the Content; (b) your Communications; (c) any virus, worms, spyware, back door, trojan horse or other malicious code transmitted to the Site by you; (d) any violation of any Applicable Law by you; and (e) any breach of these Terms of Use by you. Company shall have the right to be represented by, and have counsel appear, at its own expense, with respect to any such claim. You, may not, without the prior written consent of the Company (which such consent shall not be unreasonably withheld) settle a claim, if such a settlement: (A) includes any payment of monetary damages by the Company or injunctive relief binding on the Company; (B) includes an admission of liability by Company, or (C) does not include a release of the Company from all further liability with respect to such claim.

LIMITATION OF LIABILITY

IN NO EVENT SHALL THE COMPANY OR ANY COMPANY PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL DAMAGES OR ANY DAMAGES WHATSOEVER WHETHER ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER LEGAL THEORY, WHETHER IN TORT OR CONTRACT,

EVEN IF SUCH PARTY HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING, INCLUDING WITHOUT LIMITATION, DAMAGES FROM INTERRUPTION OF BUSINESS, LOSS OF INCOME OR OPPORTUNITIES, LOSS OF USE OF THE SITE, LOSS OF DATA, COST OF RECREATING DATA OR COST OF CAPITAL. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY HARM UNDER THESE TERMS OF USE SHALL BE TO CEASE USING THE SITE.

THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. BECAUSE SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

APPLICABLE LAWS

Your use of this Site shall be governed in all respects by the laws of the Commonwealth of Pennsylvania without regard to choice of law provisions. You agree that jurisdiction over and venue in any legal proceeding directly or indirectly arising out of or relating to this Site shall be exclusively in the state or federal courts located in the Commonwealth of Pennsylvania. Any cause of action or claim you may have with respect to the Site must be commenced within one (1) year after the claim or cause of action arises. The Company's failure to insist upon or enforce strict performance of any provision of these Terms of Use shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any of these Terms of Use. The Company may assign its rights and duties under this Agreement to any party at any time without notice to you.

The Company makes no representation that materials in the Site are appropriate or available for use in other locations, and access to them from territories where their content is illegal is prohibited. Those who choose to access this Site from locations outside the Commonwealth of Pennsylvania do so on their own initiative and are responsible for compliance with applicable local laws. You may not use or export the materials in violation of U.S. export laws and regulations.

U.S. GOVERNMENT END USERS

The Site, and the Content are "commercial items" as that term is defined in 48 C.F.R. §2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 and 48 C.F.R. §227.7202-1 through 227.7202-4, as

applicable, all U.S. Government End Users access the Site and the Content with only those rights set forth in these Terms of Use.

GENERAL

The Company reserves the right to audit your usage of the Site to confirm your compliance with these Terms of Use and the Privacy Policy. The Company may revise these Terms of Use at any time by updating this posting. You should visit this page from time to time to review the then-current Terms of Use because they are binding on you. Certain provisions of these Terms of Use may be superseded by expressly designated legal notices or terms located on particular pages at this Site, or if you are accessing the Site through a license agreement, by the terms specified in that agreement. If any provision of these Terms of Use is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect the effectiveness or validity of any provision in any other jurisdiction, and these Terms of Use will be reformed, construed and enforced in such jurisdiction as if such provision had never been contained herein. You agree that no joint venture, partnership, employment, or agency relationship exists between you and the Company as a result of these Terms of Use, our Privacy Policy or any use of the Site. These Terms of Use and the license granted herein, which are personal to you, may not be sold, assigned, sublicensed or otherwise transferred without the prior written consent of the Company. The Company's performance of these Terms of Use is subject to existing laws and legal process, and nothing contained in these Terms of Use, or our Privacy Policy is in derogation of the Company's right to comply with law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by the Company with respect to such use. These Terms of Use, and our Privacy Policy constitute the entire agreement between you and the Company with respect to the Site, and they supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and the Company with respect to the Site. We may provide notice to you hereunder by posting announcements to the Site.

QUESTIONS OR COMMENTS

Any questions or comments should be directed to the address below:

- Think Through Learning, Inc.
- 116 Federal Street, 2nd Floor
- Pittsburgh, PA 15212
- Email: support@thinkthroughmath.com

PRIVACY POLICY

This privacy policy (this “Privacy Policy”) tells you about the information that Think Through Learning, Inc. (the “Company,” “we” or “our”) collects in connection with the operation of its website, accessible via lms.thinkthroughmath.com (the “Site”), including when accessed through any state/district/school link that connects to the Site, how the information is used and how you can access and correct certain information that we may collect. For the purposes of these Terms of Use, “you” and “user” means the student, or the parent or guardian of a student, who is accessing the Site through a particular username and password assigned with respect to such student.

Please note that this Privacy Policy applies only to information collected from you (or, if you were enrolled by a third party, such as a school district or teacher (each, an “Authorized Person”) from such Authorized Person) by the Company via the Site and does not apply to information obtained or disclosed through offline correspondence or personal contacts with the Company’s representatives.

This Privacy Policy is effective as of May 16, 2014,

YOUR ACCEPTANCE OF THIS PRIVACY POLICY AND REVISIONS TO THIS PRIVACY POLICY

By using the Site, you agree to this Privacy Policy. If you do not agree to this Privacy Policy, you may not use the Site. The Company reserves the right, in our discretion, to change, modify, add or remove portions of this Privacy Policy from time to time, without prior notice to you. All revisions will be posted to the Site. We urge you to review this Privacy Policy frequently for changes. Your continued use of the Site means that you accept those changes.

INFORMATION COLLECTED AND HOW WE USE IT

You always remain in control of the information you provide to the Company. If you are a student who was enrolled by an Authorized Person you must contact the Authorized Person with regard to any questions or concerns with respect to your information.

We may collect two types of personally identifiable information: your name and grade level, which you (or an Authorized Person) have voluntarily submitted to us.

We may collect, maintain and use contact information you (or an Authorized Person) have voluntarily submitted so that we can contact you to respond to your comments or requests for

information.

The Site allows students to interact online with Company employed, state-certified, security-cleared math teachers for the purpose of math instruction. Information provided by you through this manner is treated as personally identifiable information.

DATA SHARING AND TRANSFER

The Company will provide data and the personal identifiable information on individual students and the analysis of trends for all students on an aggregate basis to some or all of the following (collectively “Customer”): the state education agency, the school district, a student’s school or a student’s teacher. The Company provides such information as a service to its Customer but it does not control the use of such data after it provides it to the Customer. Consequently, the Company takes no responsibility or liability for the use of such data after it provides it to the Customer.

Think Through Learning, Inc., does not provide, sell or lend any personally identifiable information to any third party.

The Company reserves the right to disclose your personally identifiable information based on the good faith belief that such action is necessary or appropriate to: (a) protect and defend the rights or property of the Company, or (b) act in urgent circumstances to protect the safety or security of a student, the public or of users of the Company’s services and/or the Site.

Your personal information will generally be stored in the Company’s databases, which are located in the United States. Specific information is provided on the Site’s consent or registration form, where needed. Our policy is to ensure that your information is always granted the same level of protection no matter where it is stored. In the event that the Company is involved in a transaction such as a merger, stock purchase or sale, or sale of substantially all of the Company’s assets, personal information may be transferred to the other party in such transaction under the same level of security it had before the transaction.

USE OF YOUR PERSONALLY IDENTIFIABLE INFORMATION

The Company stores only the student records provided to us by our Customers. As a custodian of student personally-identifiable information (PII), the Company complies with the federal Family Educational Rights and Privacy Act (FERPA) in its handling of student records. Upon termination or cancellation of a Customer contract, the Company will delete all personally identifiable student

data from its records. The Company may retain aggregate, non-identifying student usage information for the purpose of reporting, analytics, and improving the Company's products and services.

Upon our collection of your personally identifiable information, the Company may use such personally identifiable information internally, separately or in combination with pre-existing information, for the following purposes:

- To provide any requested services;
- To troubleshoot problems with the Site, or any services, as requested;
- To improve our products
- To customize your experience, content or homepage on the Site;
- To enforce our Terms of Use;
- To generate aggregate statistical studies and conduct research; or
- To provide any legitimate business service or product.

Think Through Learning, Inc., does not provide, sell or lend any personally identifiable information to any third party.

COOKIES AND OTHER TECHNOLOGIES

Cookies help us in many ways to make your use of the Site more enjoyable and meaningful, such as understanding usage patterns and improving functionality of the Site. Cookies are text information files that your web browser places on your computer when you use a website. The Company and/or its third party suppliers, licensors or agents may use such "cookie" technology to obtain non-personal information from you. Most browsers accept cookies automatically, but can be configured not to accept them or to indicate when a cookie is being sent. The Company and/or its third party suppliers, licensors or agents may also use so-called "web beacons" to access the information contained in its cookies. These cookies do not store personally identifiable information.

SECURITY

We take steps to make all information received from you online as secure as reasonably possible against unauthorized access and use.

ACCESS TO YOUR INFORMATION

We attempt to keep your files complete, up-to-date, and accurate. If you enrolled directly, you may update your personal information in one of the following ways:

1. You may contact us at support@thinkthroughmath.com for any inquiry or request regarding our Privacy Policy or the handling of your personal information.
2. You may unsubscribe to any of our e-mails by following the unsubscribe instructions in the body of any e-mail message.
3. You also may write to us directly if you wish to: (a) update or delete your contact information; or (b) request that we cease sending you promotional or other information via mail or e-mail. Such written requests should be sent to the Company at the address below.

If you (or your student) was enrolled by an Authorized Person, you will have limited ability to edit your information. If you register your student and your student is later enrolled by an Authorized Person, the primary rights to edit the student's information revert to the Authorized Person. If you would like to update, delete or modify any of your personal information or your preferences, please contact your Authorized Person.

CHILDREN'S PRIVACY

The Company is strongly committed to protecting the safety and privacy of children who use the Site. We do not knowingly collect personal information online from children under 13 without consent from the parent or guardian or an Authorized Person.

When provided by a parent or guardian or an Authorized Person, we may receive two pieces of personally identifiable information; the name and grade level of a child under 13, which such parent, guardian or Authorized Person has voluntarily submitted. The Company will provide such information to its Customer, as described in the "Data Sharing and Transfer" section above, and the Company takes no responsibility or liability for the use of such data after it provides it to the Customer. The Company may also use such information so that we can improve the products we provide to our Customer's to better meet their needs.

Please note that we are prohibited from conditioning a child's participation in an activity – like contests – on the child's disclosure of more personal information than is necessary to participate in the activity. This means if we don't need a specific piece of information (like the child's email address) to allow the child to participate in a contest, we will not ask for it.

A parent or guardian or Authorized Person who has given the Company permission to collect and use a child's personal information can modify, update, correct a child's information or

discontinue further collection or use of a child's information in accordance with the procedures described in the "Access to Your Information" section above.

THIRD-PARTIES AND LINKS TO OTHER SITES

In an attempt to provide increased value to our users, this Site may contain links to other sites on the Internet that are owned and operated by third parties other than the Company (may include, without limitation, your state education agency, your school district and your school) (the "External Sites"). However, no such third party is affiliated with the Company, the Company has no control over these linked sites, all of which have separate privacy and data collection practices independent of the Company. The Company has no responsibility or liability for these independent policies or actions and is not responsible for the privacy practices or the content of External Sites. These External Sites are only for your convenience and therefore you access them at your own risk, and you may be subject to the terms and conditions and the privacy policies imposed by such third parties. Links do not imply that the Company sponsors, endorses, is affiliated with or associated with, or has been legally authorized to use any trademark, trade name, service mark, design, logo, symbol or other copyrighted materials displayed on or accessible through such External Sites. Nonetheless, the Company seeks to protect the integrity of its Site and the links placed upon it and therefore requests any feedback on not only its own Site, but for sites it links to as well (including if a specific link does not work). You should contact the Site administrator or Webmaster for those External Sites if you have any concerns regarding such links or the content located on such External Sites.

The Company may use parent emails to communicate student progress on the Site or to make parents aware of new features.

CHOICE AND OPT-OUT PREFERENCES

Other than cookies or other technological means, the Company does not collect your personally identifiable information unless you choose to provide it. If, at any time, you prefer not to receive further e-mail communications from the Company, you will have the ability to unsubscribe from such communications by means of a link or to write to us to opt out. If, at any time, you prefer not to receive any other form of communication from the Company, you will have the ability to unsubscribe from such communications by contacting us at the address below.

APPLICABLE LAWS

Your use of this Site shall be governed in all respects by the laws of the Commonwealth of Pennsylvania without regard to choice of law provisions. You agree that jurisdiction over and venue in any legal proceeding directly or indirectly arising out of or relating to this Site shall be exclusively in the state or federal courts located in the Commonwealth of Pennsylvania. Any cause of action or claim you may have with respect to the Site must be commenced within one (1) year after the claim or cause of action arises. The Company's failure to insist upon or enforce strict performance of any provision of these Terms of Use shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any of these Terms of Use. The Company may assign its rights and duties under this Agreement to any party at any time without notice to you.

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QUESTIONS OR COMMENTS

The Company welcomes questions and comments about this Privacy Policy. Questions or comments should be directed to the address below:

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- 116 Federal Street, 2nd Floor
- Pittsburgh, PA 15212
- support@thinkthroughmath.com