

This Agreement is effective as of December 20, 2016.

This User Agreement (this “Agreement”) is between you, the user, and Wisewire, Inc. (collectively, “We,” “Our,” or “Us”), and it describes the terms and conditions that govern your use of the Wisewire website, Content, and the services provided by Us (collectively, the “Service”). If you do not agree to be bound by this Agreement, do **NOT** access or use the Services.

### **ACCEPTANCE**

By accessing the Service, you agree to be legally bound by this Agreement. We reserve the right to change this Agreement, at any time without advance notice to you. It is your responsibility to check this Agreement periodically for changes. Your continued use of the Service following changes will mean that you accept and agree to the changes.

### **LICENSE**

The Content is offered by the owners of the Content, and may be subject to copyright, trademarks, and other intellectual property or proprietary rights. Accordingly, you may use the Content only for the purpose allowed by the particular owner of the Content and at all times subject to this Agreement. Your purchase of any Content does not grant you ownership or any other rights other than limited right to use the Content.

### **DISCLAIMERS**

While we endeavor to review the Content before it becomes available, We do not guarantee that We have reviewed all of the Content submitted to the Service, and therefore, hereby disclaim all responsibility or liability related to the Content. We may, in Our sole discretion, remove Content for any appropriate reason or to comply with the law.

THE SERVICE IS PROVIDED ON AN “AS IS,” “AS AVAILABLE,” AND “WITH ALL FAULTS” BASIS, WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. WE HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, FOR EXAMPLE, WARRANTIES OF ACCURACY, COMPLETENESS, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR AND VIRUS FREE. YOU AGREE TO USE THE SERVICES AT YOUR OWN RISK.

### **LIMITATION OF LIABILITY**

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY WILL WE OR OUR TRUSTEES, OFFICERS, EMPLOYEES, AND REPRESENTATIVES, BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND, WHETHER INCURRED DIRECTLY OR INDIRECTLY, RELATED IN ANY WAY TO THE SERVICE. THIS PARAGRAPH WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

**CHANGES TO THE SERVICE**

We reserve the right to modify or discontinue, temporarily or permanently, the Service with or without advance notice to you. You agree that We and our trustees, officers, employees, and representatives, will not have any responsibility or liability to you or to any third party in the event of any such modification, suspension, or discontinuance of the Service. Your access to and use of the Services is at all times subject to our right to modify or discontinue, temporarily or permanently, the Services.

**GOVERNING LAW**

This Agreement and your use of the Services are governed by and construed in accordance with the laws of the State of Maryland, without giving effect to its conflicts or choice of law principles. If a dispute arises related to this Agreement or your use of the Services, you agree to submit to the personal jurisdiction of the courts located in Baltimore County, Maryland.

**REGISTRATION AND CONTENT SUBMITTAL**

If you would like to submit Content to the Service for use by others, you must first register with Us. You are responsible for keeping your password and account safe and secure, and are solely responsible for all activity on your account.

By registering, you agree to: (i) provide true, current, and complete information about yourself, including a certification that you are 13 years of age or older (the "Registration Data"); and (ii) promptly update the Registration Data to keep it true, current, and complete.

By submitting or uploading Content to the Services, you grant Us a limited, worldwide, non-exclusive, royalty-free, irrevocable, fully paid up license to translate, modify (for technical purposes), reproduce, and display your Content through the Services ("License"), for as long as your Content is stored with Us. This License extends to allow users of the Services to access your Content. You also agree that you are solely responsible for Content that you submit or upload and represent and warrant that, as applicable: (1) you are the owner of the Content; or (2) you have a right or license to upload or submit the Content without violating a third-party's rights.

Any Content that you own and make available through the Services is and will remain yours, regardless of whether We accept your Content for publication. We do not claim any ownership rights in the Content that you make available through the Services. You may, at any time, contact Us to request that We remove your Content from the Services, and We will do so as soon as We are able.

We may suspend or terminate your account and refuse you future access to the Service if you violate this Agreement.

**BASIC TERMS OF MEMBER CONDUCT**

a. You agree that you are solely responsible for all information, data, text, software, music, sound, photographs, graphics, video, messages, tags, or all other materials ("Content"), that you make available on Our website, or privately transmit.

b. You agree not to use the Services to:

- i. Make available or post any Content that is unlawful, infringing, harmful, threatening, hateful, or discriminatory;
  - ii. Manipulate identifiers in order to disguise the origin of any Content transmitted through the Services;
  - iii. Make available or post any Content that you do not have a right to use or disclose or that contains a software virus, worms, or any other harmful code;
  - iv. Interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies, or regulations of networks connected to the Services; and
  - v. Threaten, demean, incite, stalk, invade the privacy of, or otherwise harass another person or entity, through any means.
- c. You acknowledge and agree that We may access, preserve, and disclose your account information and content if required to do so by law or in a good faith belief that it is reasonably necessary to: (i) comply with legal process; (ii) enforce the Agreement; (iii) respond to claims that any Content violates the rights of third parties; (iv) respond to your requests for customer services; or (v) protect the rights, property, or personal safety of Us, Our users, or the public.
- d. You acknowledge and agree that the **UNAUTHORIZED COPYING, REPRODUCTION, REPUBLISHING, UPLOADING, POSTING, OR TRANSMITTING OF COPYRIGHTED MATERIALS IS PROHIBITED.**
- e. You acknowledge and agree that copyrighted “all rights reserved” Content is for educational and non-commercial purposes, and that you are prohibited from transferring, distributing, or making available any Wisewire copyrighted Content to any other teacher or administrator without Wisewire’s written consent. Your license to use Wisewire copyright Content is limited for use for up to 50 students who are currently enrolled in the courses that you teach. If additional licenses are needed you agree to contact Wisewire.

## **PRIVACY**

- a. We collect some personal information when you register for or use the Service, including the following information: (i) name; (ii) email address; and (iii) password. We may also automatically receive and record information from your computer and browser, such as your IP address, cookie information, software and hardware attributes, and the pages you request.
- b. We may use the information We collect for the following general purposes: (1) to customize any advertising and content you may see; (2) fulfill your requests for products or services; (3) improve our services; (4) contact you; (5) conduct research; and (6) provide anonymous reporting for internal and external purposes.
- c. We do not rent, sell, or share your personal information with other people or non-affiliated organizations, except to provide products or services you have requested.
- d. We may use web beacons to access cookies inside and outside our network of websites and in connection with the Service.

## **COPPA PRIVACY POLICY**

Our COPPA Privacy Policy is intended to comply with the Children’s Online Privacy Protection Act (“COPPA”), and reflects Our commitment to protect the privacy of children. Our COPPA Privacy Policy explains: (a) how we collect, use, and share personal information from users under the age of 13 (“Child”); (b) how, as a parent or school educator, you may limit the collection, use, and sharing of your child’s or student’s personal information; and (c) the role of your child’s teacher in this process.

We do not ask for more information than necessary from a Child to use the Service. Therefore, when a school educator assigns an assessment, a Child is required to create a student account by providing the following: (a) name; (b) email address; and (c) password. This information and a student’s unique online identifiers, such as IP address, are the only personal information collected from a Child.

We use a Child’s personal information solely for educational purposes and in connection with providing those services, such as to: (a) respond to a child’s comments and questions; (b) provide customer service; (c) provide the assessments and related reports to the school educator; and (d) send your child Service use and technical related information.

Because we rely on a school educator’s consent to collect the personal information above from the Child, we require that the school educator (on behalf of the student’s parent): (a) consent to the collection, use, and disclosure of the Child’s personal information; and (b) agree that the Child’s use of the Service is subject to this Agreement.

**Note to educators: by using the “Assign Assessment” feature of the Service, you represent and warrant that you have obtained parental consent for each of the students you have assigned an assessment.**

**Note to parents and school educators: We do not share a Child’s personal information.**

Parents or school administrators can refuse to permit Us to collect further personal information a Child, and can request that We delete from our records the personal information that we collected, but doing so may result in the termination of an account, as the personal information is necessary to create and maintain an account.

To request access to change or delete a Child’s personal information, please contact the operator at the following addresses:

Wisewire, Inc.

The Foundry 1050 30th Street, NW

Washington, DC 20007

Email: [wisewire@wisewire.com](mailto:wisewire@wisewire.com)

In any correspondence please include the Child’s username and email. We will take reasonably calculated steps to help verify a parent’s or school educator’s identity before granting access to any personal information.

You can find more information about COPPA and Children’s Privacy here:

<https://www.ftc.gov/tips-advice/business-center/privacy-and-security/children%27s-privacy>.

## **CREATIVE COMMONS LICENSING AND ADDITIONAL LICENSING**

We abide by the terms and conditions established by Creative Commons regarding licensing of content. As a condition of using the Service, you must abide by the same. Specifically, you must agree to use, share, and modify any Content only according to its license requirements.

Additional information regarding Creative Commons is available here:  
<http://creativecommons.org/licenses/>

### **CLAIMS REGARDING COPYRIGHT INFRINGEMENT**

We reserve the right to remove Content alleged to be infringing without prior notice, at our sole discretion, and without any liability to you. Under the U.S. Digital Millennium Copyright Act, Our designated agent for notice of alleged copyright infringement is:

Attn: Copyright Agent  
Wisewire, Inc.  
The Foundry 1050  
Washington, DC 20007  
Email: [wisewire@wisewire.com](mailto:wisewire@wisewire.com)

### **INDEMNITY**

BY REGISTERING FOR THE SERVICES, YOU AGREE TO INDEMNIFY AND HOLD US AND OUR TRUSTEES, OFFICERS, EMPLOYEES, AND REPRESENTATIVES HARMLESS FROM ANY DEMANDS, CLAIMS, OR OTHERWISE MADE AGAINST US BY A THIRD-PARTY, AS WELL AS FROM DAMAGES, LOSSES, AND EXPENSES OF ANY NATURE, INCLUDING, FOR EXAMPLE, OUT OF POCKET COSTS, ATTORNEYS' FEES, AND COURT COSTS, RELATED TO YOUR USE OF THE SERVICES. THIS PARAGRAPH WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

### **REFUND POLICY**

All sales are final, and no refunds are available, except as expressly set forth below.

We may in our sole discretion and under limited circumstances make certain exceptions to our refund policy on a case-by-case basis, including for purchased Content that is determined to be defective, but only if purchaser notifies Us within 24 hours of downloading the Content alleged to be defective and We are unable to provide an error-free replacement. If an exception is made, we may issue a refund in any manner we deem appropriate, including, without limitation, in the form of store credit.

It is the buyer's responsibility to determine that the product purchased is appropriate for their needs (both in content and file format). Products removed due to a complaint of copyright/trademark infringement, or for any other reason, are not eligible for a refund.