XtraMath Terms of Service

Section summaries, formatted like this, explain what you are agreeing to in plain language, but are not part of the terms.

By using XtraMath you agree to all our terms.

> **Acceptance of Terms.** Please read the following Terms of Service carefully. By registering for an XtraMath account, you acknowledge that you have read, understood, and agree to be bound by the following terms and conditions. If you are a parent, guardian or teacher, by registering your child/student to use XtraMath you agree to be bound by these Terms with respect to such child's/student's use of XtraMath.

Your privacy is important to XtraMath. We explain how we use your data in our Privacy Policy, which is legally part of these Terms of Service.

> 1. **Privacy**. Our [Privacy Policy](#) explains how XtraMath collects, uses and discloses user data. It also covers our data storage, security, retention, and deletion practices. XtraMath's Privacy Policy is incorporated into these Terms of Service (collectively, the "Terms").

Student accounts can only be created by the student's parent, guardian, or teacher. You must be truthful when you create or modify an account.

> 2. **User Accounts**. No person under the age of 13 in the United States, or under the age of 16 outside of the United States, may create their own account. A parent, guardian, or teacher must create a Student account for any child below these age thresholds before they can use XtraMath.
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> You agree that the information you provide to XtraMath, whether at registration or at any other time, will be true, accurate, current, and complete. As a parent, guardian, or teacher, you represent and warrant that you will not provide us with information about any child/student unless you have the legal authority to do so. By registering your child/student, you agree to be bound by the Terms on behalf of your child/student, including without limitation being liable for all use of XtraMath by the child/student. You acknowledge that XtraMath cannot guarantee the accuracy of any information submitted by any user and that XtraMath is not obligated to verify the accuracy any such information, including any user's claim to be the parent or teacher of a child/student.

Your use of XtraMath must be legal and reasonable. You must not act fraudulently or damage XtraMath.

3. **Prohibited Conduct**. You agree not to use XtraMath services for any unlawful purpose, for commercial gains, or in ways prohibited by these Terms. This includes, without limitation:

a.   You will not use XtraMath in violation of any local, state, national, or international law, including, without limitation, laws governing data protection and privacy.
b.   You will not impersonate any person or entity, falsely claim an affiliation with any person or entity, access the XtraMath accounts of others without permission, or perform any other fraudulent activity.
c.   You will not use XtraMath for any commercial use or purpose unless expressly permitted by XtraMath in writing.
d.   You will not intentionally interfere with or damage operation of XtraMath by any means. Such interference includes, without limitation, participating in any denial-of-service type attacks and uploading or otherwise disseminating viruses, adware, or other malicious code.

You may close your account and stop using XtraMath at any time. Likewise, we may close your account or stop providing our services at any time. Some of these terms may still apply even after termination.

4. **Termination of Services**. You may terminate the Terms, and any account you created for yourself or your child/student, at any time. If an account for your child was created under the "school official" exception of the U.S. Family Educational Rights and Privacy Act (FERPA), you must request such termination from your child's school that established the account. To terminate an account, you must email erika@xtramath.org and discontinue your (or your child's/student's) use of any and all parts of XtraMath.

XtraMath, in its sole discretion, has the right to suspend or terminate any account and refuse any and all current or future use of XtraMath, with or without cause (such as a violation of these Terms). Such termination will result in the deactivation or deletion of your account, or your access to your account, and the forfeiture and relinquishment of all records in your account.

XtraMath also reserves the right to modify or discontinue, temporarily or permanently, any or all of XtraMath's services. You agree that XtraMath will not be liable to you or any third party for any such termination.

Upon termination of the Terms, any provision which, by its nature or express terms should survive, will survive such termination or expiration.

You may not abuse XtraMath's brand, including our trademarks and copyrights.

5. **Intellectual Property**. XtraMath graphics, logos, source code, designs, and content are protected by intellectual property laws, as copyrights, trademarks, and trade dress. The XtraMath name is a registered trademark under United States law.

Your use of XtraMath does not give you license to use our marks or create derivative works. You will not modify, adapt, translate or create derivative works based upon XtraMath, except and only to the extent expressly permitted by XtraMath or to the extent the foregoing restriction is expressly prohibited by applicable law.

You will not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of XtraMath or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

While we do our best to make XtraMath reliable and accurate, our services are available "as-is" and may not meet your expectations.

6. **Warranty Disclaimer**. Your and/or your child's/student's use of XtraMath is at your sole risk. XtraMath and all parts and services thereof are provided on an "as is", "as available", and "with all faults" basis. XtraMath disclaims any and all warranties and conditions, whether statutory, express or implied, to the fullest extent permitted by applicable law. No advice or information obtained by you from XtraMath will create any warranty not expressly stated herein. Specifically, but without limitation, XtraMath expressly does not warrant that: a) XtraMath will meet any specific requirements or expectations, including but not limited to yours; b) XtraMath or any data, user content, functions or any other information offered on or through XtraMath will be uninterrupted, timely, secure, or free of errors, viruses or other harmful components; c) The results that are obtained from the use of XtraMath will be accurate or reliable; d) The quality of any products, services, information, or other material purchased or obtained by you through XtraMath will meet your expectations; or e) Any errors or any issues with XtraMath's services will be corrected.

You understand and agree that your or your child's/student's use of XtraMath is at your own discretion and risk, and that you will be solely responsible for any damage to your property, including your computer system, phone or personal electronic device, or loss of data that results therefrom.

We are not liable if things go wrong or don't meet your expectations.

7. **Limitation of Liability**. To the fullest extent permitted by applicable law, under no circumstances, including but not limited to negligence, will XtraMath or its affiliated

contractors, employees, agents and its third-party suppliers, licensors, and partners be liable for any special, indirect, incidental, consequential, punitive, reliance, or exemplary damages arising out of or relating to these Terms or your use of (or inability to use) XtraMath, or any interactions with XtraMath.

In no event will XtraMath's or its affiliated contractors', employees', agents' and its third-party suppliers', licensors', and partners' total liability to you for all damages, losses, and causes of action arising out of or relating to these Terms or your use of (or inability to use) XtraMath, or any interactions with XtraMath, exceed the amount paid by you, if any, for accessing XtraMath during the twelve months immediately preceding the date of the claim or one-hundred dollars, whichever is greater.

You and XtraMath agree that any cause of action arising out of or relating to these Terms or your use of (or inability to use) XtraMath, or any interactions with XtraMath, must commence within ONE YEAR after the cause of action accrues. Failure to commence a cause of action within this time limit will result in a permanent bar on the cause of action.

We are not responsible for any consequences of your use of XtraMath.

8. **Indemnification**. You agree to indemnify, defend, and hold harmless XtraMath, its affiliated contractors, employees, agents and its third-party suppliers, licensors, and partners from any claims, losses, damages, liabilities, and expenses (including legal fees and expenses), arising out of any use or misuse of XtraMath, any violation of the Terms, or any breach of the representations, warranties, and covenants made herein, whether by you or by any child/student associated with you. XtraMath reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify XtraMath, and you agree to cooperate with XtraMath's defense of these claims. XtraMath will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

We may need to change these terms, but we will provide advance notice of any substantial changes.

9. **Modification of Terms**. XtraMath reserves the right, at its sole discretion, to change, modify, add, or remove portions of the Terms at any time. We will provide notice of such changes on our website and in our mobile apps. Your or your child's/student's continued use of XtraMath after the posting of changes constitutes your binding acceptance of such changes. For any material changes to the Terms, XtraMath will make a reasonable effort to provide advance notice to you of such amended Terms, such as by an email notification to the address associated with your account (subject to your email delivery preferences) or by posting a notice on the XtraMath website. Disputes arising under these Terms will be resolved in accordance with the version of the Terms in place at the time the dispute arose.

Any claims made against us must be filed in King County, Washington.

10. **Governing Law and Jurisdiction**. These Terms will be governed by and construed in accordance with the laws of the State of Washington, without giving effect to any principles of conflicts of law. You agree that any action at law or in equity arising out of or relating to these Terms or your use of (or inability to use) XtraMath, or any interactions with XtraMath, will be filed only in the state or federal courts in and for King County, Washington, and you hereby consent and submit to the personal and exclusive jurisdiction of such courts for the purposes of litigating any such action.

All claims you bring against XtraMath must be resolved in accordance with this Section 10. All claims filed or brought contrary to this Section 10 shall be considered improperly filed. Should you file a claim contrary to this Section 10, XtraMath may recover attorneys' fees and costs related to dismissal of the claim, provided that XtraMath has notified you in writing of the improperly filed claim, and you have failed to promptly withdraw the claim.

These final provisions make our Terms more binding. Like everything else, these also apply to our Privacy Policy.

11. **Waiver**. The failure of XtraMath to exercise or enforce any right or provision of the Terms will not constitute a waiver of such right or provision. Any waiver of any provision of the Terms will be effective only if in writing and signed by XtraMath.

12. **Severability**. If any provision of these Terms is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or eliminated from the Terms to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions.

13. **Headings and Summaries**. The heading references and section summaries herein are for convenience purposes only, do not constitute a part of the Terms, and will not be deemed to limit or affect any of the provisions hereof.

14. **Entire Agreement**. These Terms and the Privacy Policy constitute the entire agreement between you and XtraMath relating to the subject matter herein and will not be modified except in writing, signed by both parties, or by a change to the Terms or Privacy Policy as set forth herein.

15. **Assignment**. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you without XtraMath's prior written consent, but may be assigned by XtraMath without consent or any restriction. Any assignment attempted to be made in violation of the Terms shall be null and void.

These terms are effective May 25, 2018, and replace our [prior terms of service](). If you have question or concerns, contact [erika@xtramath.org]().