

Everyday Speech

TERMS OF SERVICE

Last Updated: August 1st, 2020

Welcome to Everyday Speech!

These terms and conditions are a legal agreement (these “Terms”) between you (together with the business entity, if any, that you represent, “you” or “your” or “User”) and Everyday Speech, LLC (“Everyday Speech” or “we”, “us” or “our”), establishing terms and conditions under which you shall access and use the services and features (“Services”) available through our mobile application (the “App”) and through on Everyday Speech’s web-based social learning platform (together with the App, the “Platform”). The Platform is located at <https://www.everydayspeech.com/> and any related sub-domains (the “Website(s)”) and provided through such Website and through our App, as made available by Everyday Speech from time to time. The date you first agree to these Terms is referred to herein as the “Effective Date.” Your use of the Platform is also subject to our Privacy Policy available on our Website at <https://everydayspeech.com/privacy> and updated from time to time (“Privacy Policy”).

The Platform enables you to provide social skills training and related content to students (“Students”) by providing such Students with access to the content available through your use of the Platform.

You represent, warrant and covenant that, prior to displaying content from the Platform to any individual, you will obtain the agreement of such individuals, or their parent or legal guardian where applicable, under applicable law and regulation, permitting such individuals, or the Students they represent, to access and use content available through your use of the App or Platform under terms and conditions consistent with these Terms.

BEFORE YOU CLICK ON THE “I ACCEPT” BUTTON OR OTHERWISE ACCESS THE PLATFORM OR APP OR USE ANY OF THE SERVICES, CAREFULLY READ THESE TERMS. BY CLICKING ON THE “I ACCEPT” BUTTON OR ACCESSING THE PLATFORM, WEBSITE OR APPS OR USING THE SERVICES, YOU AND THE BUSINESS ENTITY THAT YOU REPRESENT ARE AGREEING TO BE BOUND BY AND ARE BECOMING A PARTY TO THESE TERMS. YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THESE TERMS ON BEHALF OF THE BUSINESS ENTITY YOU REPRESENT. YOU HEREBY COVENANT TO ENSURE THAT ALL USERS THAT GAIN ACCESS TO THE PLATFORM AND/OR THE SERVICES FROM YOU ARE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, THEN DO NOT CLICK “I ACCEPT” AND YOU WILL NOT BE PERMITTED TO ACCESS AND/OR USE THE SERVICES.

1. Registration

Some portions of our Services may be available to users without registering, other features will only be available to those users who register with us, while still other features will only be available to users based on the features included in their tier of subscription plan or trial of our Services. In consideration of your use of the Service, you agree to (a) provide accurate, current and complete information about you as may be prompted by any registration

forms on the Service (“Registration Data”); (b) maintain the security of your password and identification; (c) maintain and promptly update the Registration Data, and any other information you provide to us, to keep it accurate, current and complete; and (d) be fully responsible for all use of your account and for any actions that take place using your account.

2. Restricted License

On the condition that you comply with all your obligations under these Terms, Everyday Speech hereby grants you a non-exclusive, non-transferable, restricted license (without the right to sublicense) to access the Platform and use the Services in accordance with these Terms and the instructions and guidelines posted on the Platform. Everyday Speech reserves the rights to terminate your license to use the Platform and Services at any time and for any reason or to change the features included in different tiers of paid or free subscription plans. You may not use the Services to substantially replicate products or services offered by Everyday Speech including the republication of Everyday Speech content or the creation of a competing platform. If Everyday Speech believes, in its sole discretion, that you have violated or attempted to violate these Terms, your ability to use and access the Services may be temporarily or permanently revoked, with or without notice.

Everyday Speech reserves the right to investigate possible violations of these Terms, block users from accessing the Services, and refer matters to law enforcement authorities for further investigation. We may disclose information to third parties, in accordance with our Privacy Policy, located at <https://everydayspeech.com/privacy>.

You agree that if Everyday Speech determines or reasonably suspects that you are reselling or brokering the Services’ information, programs, computer applications, or data, or is otherwise violating any provision of these Terms, Everyday Speech may take immediate action, including terminating the delivery of, and the license to use, the Services. Everyday Speech reserves the right to use whatever means it deems appropriate to monitor your compliance with these Terms. Everyday Speech reserves the right to exercise whatever lawful means it deems necessary to prevent unauthorized access to or use of the Services, including, but not limited to, technological barriers, IP mapping, and contacting your Internet Service Provider (ISP) regarding such unauthorized use.

You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

3. Your Content

In order to use some features of the Services, you may choose to provide us with information, or access to information, to create and automatically update your Everyday Speech account (collectively, “your content”). You own your content and may request deletion of your content at any time, unless you have shared your content with others and they have not deleted it, or it was copied or stored by other users while displayed by you to others through the Services, as further described in our Privacy Policy. You represent and warrant that you have the right to provide us with your content and to permit us to use and disclose your content within the parameters authorized by these Terms or our Privacy Policy.

Everyday Speech permits teachers to provide information identifying content made available to individual students, as a personal memory aid. You agree that you will not provide any information that would constitute an “education

record” under the Family Education Rights and Privacy Act (“FERPA”) or 34 CFR §99.3, or otherwise provide personal information regarding any minors.

You, and not Everyday Speech, are responsible for maintaining and protecting a separate permanent record of all of your content, if you wish to retain your content. Everyday Speech will not be liable for any loss or corruption of your content, or for backing up or restoring any of your content.

Notwithstanding anything else in these Terms or otherwise, Everyday Speech may monitor your use of the Services and Platform and use data and information related to your use of the Services in an aggregate or de-identified manner, including to compile statistical and performance information related to the provision and operation of the Platform and Services and the efficacy of the Platform, Services and particular Content. You agree that Everyday Speech may make such data and information publicly available and use such information to the extent and in the manner required by applicable law or regulation and/or for purposes of data gathering, analysis, service enhancement and marketing, provided that such data and information does not identify you or any other individual or entity.

4. User Conduct

You understand that the Services are available for your personal and business use only and for your use in connection with your Students. You shall not share your login credentials with any third party or otherwise enable a third party to use your account. Information and other text, images, data, links, software, or other material accessible through the Websites or Services, whether created by us or provided by another person for display on the Websites or through the Services (“Content”) in the Services may be protected by intellectual property rights of others. Please do not copy, upload, download, or share files unless you have the right to do so. You, not Everyday Speech, will be fully responsible and liable for what you copy, share, post, upload, download or otherwise use while using the Services. You represent, warrant and agree that your content or information shared through your account or otherwise shared by you on or through the Services will not violate or infringe upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary rights; be in violation of any law or used in furtherance of any such violation; or contain libelous, defamatory or otherwise unlawful material.

In addition, you agree not to use the Services:

- in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Services;
- to share or otherwise make available any content that we deem to be harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable;
- to impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age or your affiliation with any person or entity;
- to share or otherwise make available any unsolicited or unauthorized advertising, solicitations, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation;
- to share or otherwise make publicly available on the Services any private information of any third party, including addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;
- to share or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

to share or otherwise make available content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law;

to use or attempt to use another's account, service or system without authorization from us, or create a false identity on the Services;

to manipulate the Services to obtain fee-bearing features for which you have not subscribed or to start more than one free trial for the Services within a one-month period without authorization from us;

to forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted by you;

to access, retrieve or index the Services for purposes of constructing or populating a searchable database of contact or business information;

to record, process, or mine information about other users;

to use any robot, spider, search/retrieval application, or other automated device, process or means to access, retrieve, scrape, or index the Services or any Content; or

to reformat or frame any portion of the Services.

5. Content Posted on Other Websites

We have not reviewed, and cannot review, all of the material, including computer software, made available through the websites and web pages to which Everyday Speech.com links, or that link to our Website. Everyday Speech does not have any control over those non-Everyday Speech websites and web pages and is not responsible for their contents or their use. By linking to a non-Everyday Speech website or webpage, Everyday Speech does not represent or imply that it endorses such website or webpage. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. Everyday Speech disclaims any responsibility for any harm resulting from your use of non-Everyday Speech websites and web pages.

6. Intellectual Property

These Terms do not transfer from Everyday Speech to you any Everyday Speech or third-party intellectual property, and all right, title and interest in and to such property will remain (as between the parties) solely with Everyday Speech. Everyday Speech, the Everyday Speech logo, and all other trademarks, service marks, graphics and logos used in connection with Everyday Speech, LLC or the Platform, are trademarks or registered trademarks of Everyday Speech or Everyday Speech's licensors. Other trademarks, service marks, graphics and logos used in connection with the Platform may be the trademarks of other third parties. Your use of the Platform grants you no right or license to reproduce or otherwise use any Everyday Speech or third-party trademarks.

7. Unsolicited Ideas and Feedback

While we welcome your feedback, ideas, and suggestions, it is important to be aware of the following restrictions. If you send us feedback, ideas, or suggestions (collectively, "unsolicited ideas"), you agree that: (1) your unsolicited ideas become the property of Everyday Speech and you are not owed any compensation in exchange; (2) none of the unsolicited ideas contain confidential or proprietary information of any third party; (3) Everyday Speech may use or redistribute unsolicited ideas for any purpose and in any way; (4) there is no obligation for Everyday Speech to review or use your unsolicited ideas; and (5) Everyday Speech has no obligation to keep any unsolicited ideas confidential.

8. Advertisements

Everyday Speech reserves the right to display advertisements on Everyday Speech.com or within Everyday Speech's mobile applications.

9. Payments

If you purchase any Services that we offer for a fee, either on a one-time or subscription basis ("Premium Services"), you agree to Everyday Speech or its third-party payment processing service provider storing your payment card information. You also agree to pay the applicable fees for the Premium Services (including, without limitation, periodic fees for premium accounts) as they become due plus all related taxes. You may cancel your Premium Services as provided on the Platform from time to time. If you register for our Services as a member of an organization, your subscription may be paid by such organization; provided that, if so, then your subscription shall be effective for only the period for which such subscription is paid by such third party.

10. Changes

Everyday Speech reserves the right, at its sole discretion, to modify or replace any part of these Terms. It is your responsibility to check these Terms periodically for changes. Your continued use of or access to the Platform following the posting of any changes to these Terms constitutes acceptance of those changes, except that, if such changes occur during the period of your paid subscription to our Services, then such changes shall take effect upon the sooner of (i) the renewal of your subscription and (ii) the date that you inform Everyday Speech of your acceptance of such changes.

11. Termination

Everyday Speech may terminate your access to all or any part of the Platform at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate your EverydaySpeech.com account (if you have one), you may terminate your subscription via the Platform or provide notice of termination to us at info@everydayspeech.com. Everyday Speech will have no obligation to provide a refund of any amounts previously paid to Everyday Speech. Everyday Speech can terminate the Platform and/or any related Services immediately as part of a general shut down of our Services. If your subscription is paid by a third-party organization, your subscription may be terminated by such organizer. All provisions of these Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, rights in data you share with other users, warranty disclaimers, indemnity, limitations of liability and governing law and jurisdiction.

12. Disclaimer of Warranties

a) THE SERVICES, YOUR EVERYDAY SPEECH ACCOUNT, AND ALL INFORMATION AND CONTENT ARE MADE AVAILABLE TO YOU ON AN "AS IS," "AS AVAILABLE" BASIS. EVERYDAY SPEECH, ITS PARENTS, SUBSIDIARIES, AFFILIATES, AND THIRD PARTY DATA PROVIDERS AND MOBILE APPLICATION DISTRIBUTORS (COLLECTIVELY THE "EVERYDAY SPEECH PARTIES") MAKE NO WARRANTIES, REPRESENTATIONS, OR CONDITIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO (1) THE OPERATION AND FUNCTIONALITY OF THE EVERYDAY SPEECH SERVICES, (2) THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, SAFETY, AND IP RIGHTS OF ANY OF THE INFORMATION AND CONTENT, INCLUDING BUT NOT LIMITED TO THE ACCURACY OF CONTACT AND BUSINESS INFORMATION CONTAINED ON THE SERVICES, (3) THE FUNCTIONS CONTAINED ON THIS SITE WILL BE

UNINTERRUPTED OR ERROR-FREE; (4) THAT DEFECTS WILL BE CORRECTED, OR (5) THE PRODUCTS AND SERVICES ASSOCIATED WITH THE SERVICES. THE EVERYDAY SPEECH PARTIES FURTHER DISCLAIM ALL WARRANTIES, EXPRESS, STATUTORY, OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY QUALITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, THAT YOU OBTAIN FROM EVERYDAY SPEECH OR THE EVERYDAY SPEECH SERVICES SHALL CREATE ANY WARRANTY, REPRESENTATION, OR CONDITION NOT EXPRESSLY STATED HEREIN.

b) THE EVERYDAY SPEECH PARTIES FURTHER DISCLAIM ALL LIABILITY FOR ANY LOSS OR DAMAGE ARISING OUT OF YOUR USE OF THE EVERYDAY SPEECH SERVICES AND INFORMATION AND CONTENT AVAILABLE THROUGH THE EVERYDAY SPEECH SERVICES. YOUR USE OF THE EVERYDAY SPEECH SERVICES IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY RESULTING LOSS OR DAMAGE, INCLUDING BUT NOT LIMITED TO LOST REVENUE OR PROFITS, ANY LOSS OF DATA, OR DAMAGE TO YOUR COMPUTER FROM VIRUSES THAT MAY BE DOWNLOADED TO YOUR COMPUTER IN THE COURSE OF USING THE EVERYDAY SPEECH SERVICES.

c) THE EVERYDAY SPEECH PARTIES ALSO DISCLAIM ALL LIABILITY FOR ANY LOSS OR DAMAGE ARISING OUT OF YOUR COMMUNICATIONS OR DEALINGS WITH ANY OF THE BUSINESSES, ADVERTISERS, OR USERS LISTED ON THE EVERYDAY SPEECH SERVICES. YOU ACKNOWLEDGE THAT EVERYDAY SPEECH HAS NO AFFILIATION WITH SUCH BUSINESSES, ADVERTISERS, AND USERS. YOUR COMMUNICATIONS OR DEALINGS WITH SUCH BUSINESSES, ADVERTISERS, AND USERS ARE SOLELY BETWEEN YOU AND THEM, THOUGH EVERYDAY SPEECH RESERVES THE RIGHT TO MONITOR DISPUTES BETWEEN YOU AND THEM.

d) SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, THE LIMITATION OR EXCLUSION OF IMPLIED WARRANTIES, OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IF YOU RESIDE IN SUCH A JURISDICTION, THE ABOVE LIMITATIONS SHALL APPLY TO YOU TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW.

e) EVERYDAY SPEECH DOES NOT HAVE ANY OBLIGATION TO VERIFY THE IDENTITY OF THE PERSONS REGISTERING TO USE ITS SERVICES, NOR DO WE HAVE ANY OBLIGATION TO MONITOR THE USE OF ITS SERVICES BY OTHER USERS; THEREFORE, EVERYDAY SPEECH DISCLAIMS ALL LIABILITY FOR IDENTITY THEFT OR ANY OTHER MISUSE OF YOUR IDENTITY OR INFORMATION THAT YOU PERMIT ANY THIRD PARTY TO ACCESS.

f) EVERYDAY SPEECH IS NOT RESPONSIBLE, AND MAKES NO REPRESENTATIONS OR WARRANTIES, FOR THE DELIVERY OF ANY MESSAGES (SUCH AS POSTING OR TRANSMISSION OF ANY OTHER USER GENERATED CONTENT) SENT THROUGH EVERYDAY SPEECH TO ANYONE.

g) THE EVERYDAY SPEECH SERVICES MAY CONTAIN HYPERLINKS TO THIRD PARTY WEBSITES (THE "THIRD PARTY SITES"), AND EVERYDAY SPEECH ASSUMES NO RESPONSIBILITY AND HAS NO CONTROL OVER THE INFORMATION AND OR CONTENT CONTAINED THEREIN. THE EVERYDAY SPEECH PARTIES ALSO DISCLAIM ALL LIABILITY ASSOCIATED WITH YOUR USE OF ANY THIRD PARTY SITES.

13. Limitation of Liability

a) TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE EVERYDAY SPEECH PARTIES BE LIABLE FOR (A) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE, OR CONSEQUENTIAL DAMAGES, (B) LOSS OF PROFITS, (C) BUSINESS INTERRUPTION, (D) LOSS OF OR DAMAGE TO REPUTATION, OR (E) LOSS OF

INFORMATION OR DATA REGARDLESS OF LEGAL THEORY, WHETHER OR NOT EVERYDAY SPEECH HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

b) THE EVERYDAY SPEECH PARTIES' MAXIMUM AGGREGATE LIABILITY TO YOU FOR ANY CAUSES WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION (WHETHER SUCH LIABILITY ARISES DUE TO NEGLIGENCE, BREACH OF CONTRACT, MISREPRESENTATION OR FOR ANY OTHER REASON), WILL AT ALL TIMES BE LIMITED TO THE GREATER OF (I) THE AMOUNT PAID, IF ANY, BY YOU TO EVERYDAY SPEECH IN CONNECTION WITH THE SERVICES IN THE TWELVE (12) MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY OR (II) US \$10.00.

14. General Representation and Warranty.

You represent and warrant that (i) your use of the Platform will be in strict accordance with the Everyday Speech, LLC Privacy Policy, with these Terms and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside) and (ii) your use of the Platform will not infringe or misappropriate the intellectual property rights of any third party.

15. Indemnification

You agree to indemnify and hold harmless Everyday Speech, its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the Platform, including but not limited to your violation of these Terms.

16. Miscellaneous

These Terms constitute the entire agreement between Everyday Speech and you concerning the subject matter hereof. We may, at our sole discretion and without notice, revise these Terms at any time by updating this posting. These Terms shall be governed and interpreted pursuant to the laws of the Commonwealth of Massachusetts, United States of America, without regard to the conflict of law provisions thereof. All claims, legal proceedings, or litigation arising in connection with the Services will be brought solely in federal or state courts located in the Commonwealth of Massachusetts, and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum. If any part of these Terms is held to be unlawful, void, or unenforceable, that part will be deemed severable and shall not affect the validity and enforceability of the remaining provisions. A waiver by either party of any term or condition of these Terms or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. Neither these Terms nor the licenses granted herein are transferable by You without the prior written consent of Everyday Speech, which may be granted or withheld in Everyday Speech's sole discretion. Everyday Speech may assign or subcontract its rights and obligations under these Terms without condition. These Terms will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

17. For Additional Information.

If You have any questions about these Terms, please contact us at: info@everydayspeech.com.

Copyright © 2020, Everyday Speech, LLC. All Rights Reserved.

Privacy Policy

Your privacy is important to us. This Privacy Policy sets forth Everyday Speech's ("Everyday Speech", "we", "us", or "our") privacy practices in connection with Everyday Speech's services and features ("Services") available through our mobile application (the "App") and through on Everyday Speech's web-based social learning platform (together with the App, the "Platform"). The Platform is located at <https://www.everydayspeech.com/> and any related sub-domains (the "Website(s)") and provided through such Website and through our App, as made available by Everyday Speech from time to time. This Privacy Policy applies only to information collected by Everyday Speech from users of our Services and visitors to our Platform or Website. This Privacy Policy does not apply to information collected by Everyday Speech in other ways, including offline. Access to the Services is provided pursuant to the Terms of Service accessible on our Platform and Website. Capitalized terms used but not defined in this Privacy Policy, shall have the meaning set forth in the Terms of Service.

What information does Everyday Speech collect?

User-provided Information

We may collect your personal information in the following circumstances:

When you voluntarily provide it to us, such as when you register for an account by creating a username and password ("Everyday Speech Login Credentials"), send us an email or post information or other content to our Site or Service.

When you choose to sign into or create an Everyday Speech account.

If you apply for or purchase a Service requiring billing or payment information on our Platform, we require that you provide certain additional Personal Information, including your address, phone number, and credit card number.

This information is necessary to process your requests and to contact you.

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We also retain information made available to us by teachers or school systems, to enable them to record and recall information about Everyday Speech content that has been made available to their students. Everyday Speech does not mandate the form of the information provided, and we cannot determine whether student names or other identifiable information will be provided. This information is maintained solely as a convenience for the teacher or school system, and is not otherwise used by us or shared with third parties.

We may also use the information you provided us to contact you from time to time to provide you with important information, required notices and marketing promotions.

All personal data we collect from you in this manner is done with your consent.

Automatically Collected Information

When you utilize the Services, we also receive certain other information about you or your use of the Services.

Such other information may be collected using various technologies, including:

Logs: We track the data you see in Everyday Speech and how you interact with it by automatically collecting certain information such as, the pages you visit or features you use within the Services, the date and time of your activities on the Services, the URLs from the websites you visit before and after navigating to the Services, your software and hardware attributes (including operating system type and version, App version, device type, and device identifiers, including IDFA and/or Advertising IDs), your browser type and version, your interaction with our Platform, and your general geographic location derived through your IP address (e.g., your city, state, or metropolitan region). To obtain such information, we may use web logs or applications that monitor use of our Platform and/or recognize your device and gather information about its online activity. We treat this information as private data if we combine it with or link it to any of your personal information. Otherwise, it is used in aggregate form only. We use tracking data about users in an aggregated form to inform us about how Everyday Speech is being used to help us provide a better user experience.

Cookies: Like almost all websites today, Everyday Speech uses cookies to determine whether you are logged in on your computer and to recognize repeat visitors. We send cookies to your computer in order to uniquely identify your browser and improve the quality of our Services. Cookies are small pieces of information that a website sends to your computer's hard drive while you are viewing a site. We may use both session cookies (which expire once you close your browser) and persistent cookies (which stay on your computer until you delete them). If you wish to restrict or block the cookies which are set by Everyday Speech, or by any other website, you can do this through your browser settings. Please note, if you choose to disable cookies, some of our Services may not work properly or at all. You may see the cookies we use and our policy regarding cookies [here](#).

Web beacons: The Services or the emails that you receive from us may use an application known as a "web beacon" (also known as a "clear gif" or "pixel tag"). A web beacon is an electronic file that usually consists of a single-pixel image. It can be embedded in a web page or in an email to transmit information. For example, it allows an email sender to determine whether a user has opened a particular email.

Local storage: We may collect and store information (including personal information about you) locally on your device using mechanisms such as browser web storage (including HTML 5) and application data caches.

Everyday Speech keeps such personal information contained in your cookies and obtained through the other tracking technologies confidential. We do not set any cookies outside of the everydayspeech.com domain.

Additionally, you may encounter embedded content from other websites that behave in the exact same way as if you had visited that website directly. These websites may collect data about you, use cookies, embed additional third-party tracking, and monitor use with that embedded content, including tracking your interaction with the embedded content if you have an account and are logged in to that website. We do not control the use of cookies by third parties.

Our Platform does not collect precise information about your location, or the location of your computer or mobile device.

How is the information used?

We use information about you collected through our Services for the following purposes:

to provide our Services or information you request, and to process and complete any transactions;

to respond to your emails, submissions, questions, comments, requests, and complaints and provide customer service;

to monitor and analyze usage of the Services and trends, and to personalize and improve our Services and our users' experiences on our Services, such as content, or features that match their profiles or interests, and to increase the functionality and user friendliness of our Services;

to send you confirmations, updates, security alerts, and support and administrative messages and otherwise facilitate your use of, and our administration and operation of, our Services;

to track the use of our content, such as which videos have been watched the most, or how many users have used our homework feature;

to track user sessions, such as which teachers use our product and when;

to contact you about the Services in which you have expressed interest or that might be of interest to you; and for any other purpose for which the information was collected.

Sharing Information

Everyday Speech exists to make your professional network more actionable, not to sell your data. However, we share personal information as follows:

Service Providers, Agents and Related Third Parties: We sometimes hire other companies to help us provide the Services to you. Examples include third-party payment processors, companies who send emails on our behalf, and providers who are working with us in connection with the operation of our Services. Such service providers are only provided with the information they need to perform their specific function, will only use your personal information to perform the services requested by us, and we make efforts to ensure they are subject to confidentiality restrictions consistent with this Privacy Policy.

Requests to other Everyday Speech users (and non-users): Some communications you initiate through Everyday Speech (e.g., an invitation sent to a non-user or a task you assign to another Everyday Speech user) will list your primary email address and name in the header of the message.

Facebook Custom Audiences and Similar Programs: We may partner with Facebook and other social media partners to deliver advertisements to our users via the Facebook Custom Audiences program or similar third-party programs. In order to identify and reach our users on Facebook or another third-party service, we may share information such as an email address or phone number with Facebook or another third-party service. For more information about custom audience targeting and how to adjust your social media advertising preferences, please review the privacy policy of your social media provider.

With Your Consent: We may share your personal information when you give us your consent to do so, including if we notify you on our Services that the information you provide will be shared in a particular manner and you provide such information.

Legal Processes: We may also disclose your personal information if required to do so by law or when we believe in good faith that we are lawfully authorized or required to do so or that doing so is reasonably necessary or appropriate to comply with the law or legal processes or respond to lawful requests or legal authorities, including responding to lawful subpoenas, warrants or court orders; when we believe that disclosure is necessary to protect our rights or the rights, property or safety of others; to enforce or apply our Privacy Policy, our Terms of Service or our other policies or agreements.

Transfers: We might sell or buy business assets. We may share your personal information in connection with, or during negotiations of, any merger, sale of company assets, financing or acquisition, or in any other situation where personal information may be disclosed or transferred as one of the business assets of us.

Analytics: We partner with certain third parties to collect the other information discussed above and to engage in analysis, auditing, research, and reporting. These third parties may use web logs or web beacons, and they may set and access cookies or use similar tracking technologies on your computer or other device. In particular, our Services use Google Analytics and Mixpanel

Online Interest-Based Advertising: The Services also enable third-party tracking mechanisms to collect your other information for use in online interest-based advertising. For example, third parties may use the fact that you visited our website or used our mobile app to target online ads to you. In addition, our third-party advertising networks might use information about your use of our website or app to help target advertisements based on your online activity in general. For information about interest-based advertising practices, including privacy and confidentiality, visit the Network Advertising Initiative website or the Digital Advertising Alliance website.

The use of online tracking mechanisms by third parties is subject to those third parties' own privacy policies, and not this privacy policy. If you prefer to prevent third parties from setting and accessing cookies on your computer or other device, you may set your browser to block cookies. Additionally, you may remove yourself from the targeted advertising of companies within the Network Advertising Initiative by opting out here, or of companies participating in the Digital Advertising Alliance by opting out here. If you are an individual of the EU or Switzerland, you may opt-out here. Although our Services currently do not respond to "do not track" browser headers, you can limit tracking through these third-party programs and by taking the other steps discussed above.

Please note that the opt-out will apply only to the specific browser or device from which you opt out, and therefore you will need to opt out separately on all of your browsers and devices. If you delete or reset your cookies or mobile identifiers, change browsers, or use a different device, any opt-out cookie or tool may no longer work and you will have to opt out again.

Aggregated information: We may share aggregated demographic information about our user base with our partners. Such aggregated information does not identify individual users. We do not link this aggregate user data with personal information. Our Privacy Policy does not restrict or limit our collection and use of aggregate user data.

We periodically share aggregated, anonymized data with third parties to help us improve our Applications and our Services.

We will share your identifiable personal information with third parties only in the ways that are described in this privacy statement. Specifically, we may disclose User Provided and Automatically Collected personal information:

- as required by law, such as to comply with a subpoena, or similar legal process;
- when we believe in good faith that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud, or respond to a government request;
- with trusted services providers who work on our behalf, do not have an independent use of the information we disclose to them, and have agreed to adhere to the rules set forth in this privacy statement.

if Everyday Speech LLC is involved in a merger, acquisition, or sale of all or a portion of its assets, you will be notified via email and/or a prominent notice on our Web site of any change in ownership or uses of this information, as well as any choices you may have regarding this information.

Links

Our Website contains links to other sites. Please be aware that we are not responsible for the privacy practices of such other sites. We encourage our users to read the privacy statements of every website that collects personal information. This privacy statement applies solely to information collected by this Website or our Platform.

Children and Students

We do not use our Platform to knowingly solicit data from or market to children under the age of 13. If a parent or guardian becomes aware that his or her child has provided us with information without their consent, he or she should contact us at info@everydayspeech.com. We will delete such information from our files within a reasonable time.

Further, we do not use our Platform to collect or generate education records under the Federal Education Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, and our users are instructed not to store such records on our Platform.

Security

We have implemented multiple controls and security measures to safeguard personal and sensitive information on and off-line. Security measures include the use of secure networks and servers, encryption, anti-virus protection, firewalls, vulnerability scans, and other technology. All collected data is protected in a monitored, secure environment and ONLY accessible by authorized our personnel. Generally, collected data is retained for up to 60 days, although we may retain them longer if we believe in good faith that we are required to do so by law, at the request of law enforcement authorities, or to protect our rights or the rights of our customers or third parties.

Only personnel who need off-line secure information to perform a specific job (for example, a Customer Service Specialist) are granted access to personally identifiable information. ALL employees are kept up-to-date on our security and privacy practices.

Communications from the Site

On occasion, it is necessary to send out service-related announcements. These communications are not used for promotional purposes. If our services are temporarily disabled, we may send notification via email. Users may not opt-out of these communications.

You may opt out of receiving marketing or promotional communications from us by following the instructions in those communications or by emailing us at info@everydayspeech.com

Opting Out of Further Collection

You can stop all further collection of information by one of our Applications easily by uninstalling the Application. You may use the standard uninstall processes as may be available as part of your mobile device or via the mobile

application marketplace or network. You can also stop further collection about you from our Website by ceasing to visit the Website.

Please note that these steps will not automatically result in the deletion of information we have already collected about you. If you are a resident of California, see our “California Privacy Addendum” for information on how to do so.

Notification of Changes

This Privacy Policy may be updated from time to time. We will notify you of any changes to our Privacy Policy by posting the new Privacy Policy at <https://everydayspeech.com/privacy-policy/>. You are advised to consult this Privacy Policy regularly for any changes, as continued use is deemed approval of all changes.

Contact Information

If users have any questions or suggestions regarding our privacy policy, please contact us at:

Email: info@everydayspeech.com.

Phone: 617-564-3143

Postal Address: Everyday Speech LLC, DEPT CH 17439, Palatine, IL 60055-7439

DATED: August 1st, 2020

PRIVACY SUPPLEMENT FOR CALIFORNIA RESIDENTS

This PRIVACY NOTICE FOR CALIFORNIA RESIDENTS supplements the information contained in the Everyday Speech Privacy Policy and applies solely to visitors, customers, and others who reside in the State of California (“consumers” or “you”). We adopt this notice to comply with the California Consumer Privacy Act of 2018 (“CCPA”) and other California privacy laws. Any terms defined in the CCPA have the same meaning when used in this notice.

Information We Collect

We collect information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or device (“personal information”). In particular, we have collected the following categories of personal information from consumers within the last 12 months:

Category

Examples

Collected

A. Identifiers.

A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.

YES

B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).

A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.

YES

C. Protected classification characteristics under California or federal law.

Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).

NO

D. Commercial information.

Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.

YES

E. Biometric information.

Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.

NO

F. Internet or other similar network activity.

Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.

YES

G. Geolocation data.

Physical location or movements.

NO

H. Sensory data.

Audio, electronic, visual, thermal, olfactory, or similar information.

YES

I. Professional or employment-related information.

Current or past job history or performance evaluations.

NO

J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).

Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.

NO

K. Inferences drawn from other personal information.

Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.

NO

Personal information does not include:

Publicly available information from government records.

De-identified or aggregated consumer information.

Information excluded from the CCPA's scope, like:

health or medical information covered by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act (CMIA) or clinical trial data;

personal information covered by certain sector-specific privacy laws, including the Fair Credit Reporting Act (FCRA), the Gramm-Leach-Bliley Act (GLBA) or California Financial Information Privacy Act (FIPA), and the Driver's Privacy Protection Act of 1994.

We obtain the categories of personal information listed above from the following categories of sources:

Directly from teachers and other professionals, and from parents.

Indirectly from school systems.

Directly and indirectly from activity on our Website (www.everydayspeech.com) or interactions with our social media accounts.

Use of Personal Information

We may use or disclose the personal information we collect for one or more of the following business purposes:

To fulfill or provide the services for which the information is provided.

To provide you with information, products or services that you request from us.

To provide you with email alerts, event registrations and other notices concerning our products or services, or events or news, that may be of interest to you.

To carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collections.

To improve our website and present its contents to you.

For testing, research, analysis and product development.

As necessary or appropriate to protect the rights, property or safety of us, our customers or others.

To respond to law enforcement requests and as required by applicable law, court order, or governmental regulations.

As described to you when collecting your personal information or as otherwise set forth in the CCPA.

To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

We will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Sharing Personal Information

We may disclose your personal information to a third party for a business purpose. When we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

In the preceding 12 months, we have disclosed the following categories of personal information for a business purpose:

Category A: Identifiers.

Category B: Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).

Category D: Commercial information.

Category F: Internet or other similar network activity.

Category H: Sensory data.

We disclose your personal information for a business purpose to the following categories of third parties:

Service providers.

Third parties to whom you or your agents authorize us to disclose your personal information in connection with products or services we provide to you.

In the preceding 12 months, we have not sold any personal information.

Your Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that we disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, we will disclose to you:

The categories of personal information we collected about you.

The categories of sources for the personal information we collected about you.

Our business or commercial purpose for collecting or selling that personal information.

The categories of third parties with whom we share that personal information.

The specific pieces of personal information we collected about you (also called a data portability request).

If we sold or disclosed your personal information for a business purpose, two separate lists disclosing: sales, identifying the personal information categories that each category of recipient purchased; and disclosures for a business purpose, identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that we delete any of your personal information that we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, we will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

We may deny your deletion request if retaining the information is necessary for us or our service providers to:

Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.

Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.

Debug products to identify and repair errors that impair existing intended functionality.

Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.

Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.).

Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.

Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.

Comply with a legal obligation.

Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us by either:

Calling us at 617-564-3143

Visiting <http://everydayspeech.com/contact>

Only you or a person registered with the California Secretary of State that you authorize to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.

Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

We cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you. Making a verifiable consumer request does not require you to create an account with us. We will only use personal information provided in a verifiable consumer request to verify the requestor's identity or authority to make the request.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within 45 days of its receipt. If we require more time (up to 90 days), we will inform you of the reason and extension period in writing. If you have an account with us, we will deliver our written response to that account. If you do not have an account with us, we will deliver our written response by mail or electronically, at your option. Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

We do not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

We will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

Deny you goods or services.

Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.

Provide you a different level or quality of goods or services.

Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Changes to Our Privacy Notice

We reserve the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will notify you by email or through a notice on our website homepage.

Contact Information

If you have any questions or comments about this notice, our Privacy Statement, the ways in which we collect and use your personal information, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Email: info@everydayspeech.com.

Phone: 617-564-3143

Postal Address: Everyday Speech LLC, DEPT CH 17439, Palatine, IL 60055-7439

DATE: August 1st, 2020.

COOKIE NOTICE

This cookie notice provides you with information about how we use “cookies”, or, similar technologies, on our websites, applications and other services (each, a “Service”) to enable us to understand how you interact with our products, to show personalized advertisements on our website and other websites, to improve your experience, and to allow you to use certain features, such as sharing content via social networks or other communications channels.

This notice also provides information about how third parties may use such technologies in association with the operation of our Services.

About this Cookie Notice

This cookie notice applies when you use any of our Services that refer or link to this notice. This notice may be supplemented by additional cookie notices, or terms, provided on certain areas of the Service or during our interactions with you.

Use of Cookies

Cookies are small pieces of data (text files) that are placed on your computer or device by websites that you visit or applications you use. Cookies are widely used in order to make websites and applications work, or work more efficiently, and help them remember certain information about you, either for the duration of your visit (using a “session” cookie) or for repeat visits (using a “persistent” cookie).

Below provides an overview of the first and third party cookies we use within our Services. We classify cookies in the following categories:

Strictly Necessary Cookies

Functional Cookies

Performance Cookies

Targeting Cookies

The categories of cookies used on this website are as follows:

Strictly necessary cookies: These cookies do not store any directly identifiable information. However, they are necessary for the Service to function. They are usually only set in response to actions made by you which amount to a request for services, such as setting your privacy preferences, logging in or filling in forms. You can set your browser to block or alert you about these cookies, but without these cookies, some or all of the services you have asked for may not function properly.

None.

Performance cookies: These are analytics and research cookies that allow us to count visits and measure traffic, so we can measure and improve the performance of our Services. They also help us to know which pages are the most and least popular, and see how visitors move around the site or application. This helps us to improve the way our Services work and improve user experience. You can set your browser to block or alert you about these cookies. Blocking these cookies will not affect the service provided you.

Mixpanel Analytics Tracking – User Analytics Tracking

Google Analytics and Tag Manager – User Analytics Tracking

Cloudinary – Caching image and video information for faster load times

New Relic – server performance and logs

FontAwesome – improved load time for custom fonts and icons

Functionality cookies: These cookies allow our Services to provide enhanced functionality and personalization such as remembering the choices you make and your account preferences and to provide enhanced, more personal features. These cookies may be set by us or by third-party providers whose services we have added to our pages. You can set your browser to block or alert you about these cookies, but without these cookies, some or all of the services you have asked for may not function properly.

Everyday Speech Application – User identification information, plan and settings data, session tokens to validate users.

Freshchat Messenger – User communication with support and access to help articles

Everydayspeech.com – cookies for saved games

Everyday Speech Application – App features and user settings data to provide a better user experience – including showing and hiding alerts, new content messages, and specific FAQ.

Targeting Cookies: These files, or, code may be included, either directly or from our advertising partners, on our website, in our emails, or, mobile applications to record how you interact with us, to help us better analyze and

improve our services to you, and will use this information to make the website, and, any advertising displayed to you more relevant to your interests. You can set your browser to block or alert you about these cookies. Blocking these cookies will not affect the service provided you, but will limit the targeted advertising that you will see, or limit our ability to tailor the website experience to your needs.

Google–DoubleClick.net user tracking

How to refuse the use of cookies

You can prevent your browser from accepting certain cookies, have the browser require your consent before a new cookie is placed in your browser, or block cookies altogether by selecting the appropriate settings on your browser privacy preferences menu.

The links below will help you find the settings for some common browsers (please note that we are not responsible for the content of external websites):

Manage cookie settings in Chrome and Chrome Android and Chrome iOS

Manage cookie settings in Safari and Safari iOS

Manage cookie settings in Firefox

Manage cookie settings in Internet Explorer

Manage cookie settings in Opera

For all other browsers, or, for alternative advice, help may be sought by visiting www.allaboutcookies.org, or, via your device user manual, or, online help files.

Third Party Web Advertising Services

Our Services may use third party advertising services, particularly within our marketing or free content sites, for the purposes of analyzing visitor / customer site interactions including interactions with our online marketing campaigns, attribution purposes to link ecommerce purchases to our brand, and advertising

For more information including how to opt-out, please see below:

Third Party Provider

Google Ads

Google Ad-Tech Vendors

Opt-out

Google Ads is an online advertising platform that we use to promote our events, online content and services on Google Search, YouTube, and other sites across the web. Google Ads is also used by some advertisers to buy adverts that appear on our Sites.

Google Analytics

Opt-out

We use Google Analytics to provide site visitor measurements and statistics as well as personalized advertising.

Alternatively, you may opt-out of third party web advertising services via the opt-out tools found atoptout.networkadvertising.org.

Please note that clicking the above links will redirect you to a third-party website. We are not responsible for the content of external websites.

You can also configure your web browser to delete and / or block the use of cookies for any third party.

Opting out of advertising cookies will not remove advertising from the pages you visit; instead it means the ads you will see may not be matched to your interests.

Changes

We will update this cookie notice from time to time. Any changes will be posted on this page with an updated revision date. If we make any material changes, we will provide notice through the Service or by other means.

Contact

For more information on our collection and use of the personal information, including details regarding your rights or contact details, please refer to our Privacy Policy.

Where it applies, you may also lodge a complaint with the data protection authority in the applicable jurisdiction.

DATE: August 1st, 2020