

TERMS OF SERVICE

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Description of Service

We provide users with access to a wide variety of teaching resources through its website. Unless explicitly stated otherwise, any new features that enhance the current Service, including the release of new resources shall be subject to the TOS.

Starting Your Subscription

Some membership plans come with a free trial period, allowing you unlimited access to all resources inside the membership area. At the time of signing up for your free trial, you will be required to select a membership plan and enter in billing information. When the trial period is complete, you will automatically be enrolled in and billed for the membership plan you chose, and billing will continue automatically each cycle until cancelled. Individuals will only be allowed to sign up for a free trial once. Should you cancel your membership at any time and decide to rejoin, you will be prompted to choose a membership plan and will be billed immediately for that plan.

If a membership plan is chosen that does not include a free trial (or if no plan that includes a free trial is currently offered), billing will occur immediately upon starting the subscription and access will be granted to the LINKtivity library. Billing will continue automatically each cycle until cancelled.

Canceling Your Membership

You may cancel your membership at any time. Your membership will renew automatically each billing cycle unless you go into your account settings and cancel you subscription. After

cancelling, you will continue to have access to your account and all of the resources inside the membership area until the end of the subscription period you have paid for (no refunds for partial remaining periods will be given). After that, your subscription will become inactive, and you will lose access to any of the resources inside the membership area.

Upgrading/Downgrading Your Membership

You can upgrade or downgrade your membership at any time through the user settings in your account. Your upgrade/downgrade will go into effect at the next billing cycle.

Pausing your membership

As an alternative to canceling your membership, you can pause your active paid membership at any time. You may pause your membership for up to 3 billing cycles. After pausing, you will continue to have access to your account and all of the resources inside the membership area until the end of the subscription period you have paid for (no refunds for partial remaining periods will be given). Your subscription will then be paused for the number of billing cycles you selected and you will lose access to the LINKtivity library during that time. After the paused cycles have elapsed, your membership will automatically resume, and you will be billed according to the plan you are subscribed to.

Returning to Your Membership

After your membership has been cancelled, you can resubscribe at any time. To reactivate a cancelled membership, you will need to choose from one of the currently offered membership plans. The plan that you were previously subscribed to may no longer be available or offered to you.

Please note: When your membership is resumed from a pause, the plan remains the same even if the plan is no longer offered to new members.

License Usage

A license grants access to specific content purchased on our website as well as permission to use its copyrighted resources as part of the classroom curriculum.

Each teacher using the resources must have a license in order to obtain the necessary permission. Each license is valid for ONE classroom only. If logins are shared among teachers, we have the right to cancel your subscription and no refunds will be given.

Licenses must be maintained for continued permission to use downloaded, copyrighted materials. Each license must be registered in the name of the classroom teacher using the resources.

Payment Policy

You must pay for your subscription before you can access and download any of our materials.

Sales Taxes

If applicable, TCN shall automatically charge and withhold the applicable sales tax for subscriptions. Each customer shall be solely responsible for all sales taxes, or other taxes, on their subscription.

Link to Our Site

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You hereby indemnify, defend and hold harmless TCN and its affiliates, and all owners, agents, content providers, employees, licensors and licensees (collectively, the "Indemnified Parties") from and against any and all liability and costs, including, without limitation, reasonable

attorneys' fees, incurred by the Indemnified Parties in connection with any third party claim arising out of or in connection with your use of the Site. You shall cooperate as fully as reasonably required in defense of any such claim.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability

No waiver by the Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Enforcement by TCN

In the event TCN determines, in its sole discretion, that you have violated these Terms, TCN shall have the right to immediately terminate your account and/or block purchases from our Site, and/or pursue any other remedies available to it under applicable law.

Governing Law

This Agreement, and the respective rights and obligations of the parties hereto, shall be governed by and construed in accordance with the laws of the State of New York. Any dispute arising between you and TCN will be submitted to binding arbitration in Rochester, New York in accordance with the American Arbitration Association's standard rules then in effect for arbitration of commercial disputes.

Updates to Terms

TCN shall have the right to revise these Terms at any time by updating this posting. By using this Site, you agree to be bound by any such revisions and should therefore periodically visit this Site to determine the then-current Terms to which you are bound.

Privacy Policy

The terms of our privacy policy can be found by [clicking here](#) or by copying the following link into any internet browser:

<https://classroomnook-public.s3.us-east-2.amazonaws.com/documents/Privacy-Policy.pdf>

Copyright

All our resources are copyrighted. You are allowed to use these materials in your classroom alone. You may not share your login with other teachers. It is in violation of the Terms of Use to share this copyrighted material with others or upload any part of the resources to the internet. If you have any questions or concerns about our terms of use, please email hello@linktivitylearning.com

Use of Testimonials

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Disallowed Activities

A. You agree you will not:

- publish falsehoods or misrepresentations that could damage TCN or any third party;
- use the material in any way that is unlawful, threatening, harassing, hateful, or encourages conduct that would be considered a criminal offense, give rise to civil liability; violate any law.
- use any computerized or automatic mechanism, including without limitation, any web scraper, offline reader, spider or robot, to access, extract or download any Content from the Site, unless you are expressly authorized to do so by us;
- use or launch any automated system that accesses the Site in a manner that sends more request messages to our servers in a given period of time than a person can reasonably create in the same period by using a conventional on-line web browser;
- collect or harvest any personally identifiable information, including account names, from the Site;
- impersonate another person.

Digital Millennium Copyright Act Notices

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement should be sent to TCN's Designated Agent.

THE FOLLOWING INFORMATION IS PROVIDED EXCLUSIVELY FOR NOTIFYING THE SERVICE PROVIDERS REFERENCED BELOW THAT YOUR COPYRIGHTED MATERIAL MAY HAVE BEEN INFRINGED. ALL OTHER INQUIRIES (e.g., REQUESTS FOR TECHNICAL ASSISTANCE OR CUSTOMER SERVICE, REPORTS OF EMAIL ABUSE, AND PIRACY REPORTS), WILL NOT RECEIVE A RESPONSE THROUGH THIS PROCESS.

Written notification must be submitted to the following Designated Agent: Dawson Law Firm, P.C.

Name of Agent Designated to Receive Notification Of Claimed Infringement: Brett E. Dawson, Esq

Full Address of Designated Agent to Which Notification Should be Sent: 1844 Penfield Road, Penfield, New York 14526

Telephone Number of Designated Agent: (585) 381-8240

Facsimile Number of Designated Agent: (585) 348-9052

Email Address of Designated Agent: bdawson@dlfpc.com

To be effective, pursuant to Title 17, United States Code, Section 512(c)(3)(A), the Notification must include the following:

- An electronic or physical signature of the owner or of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed, and a description of the infringing activity including of where the material which you claim is infringing is located on the TCN Site sufficient to allow us to locate the material;
- Identification of the location where the original or an authorized copy of the copyrighted work exists, for example the URL of the website where it is posted or the name of the book in which it has been published, your address, telephone number, and e-mail address;
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement by you made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Collection of Information from Teachers & School Districts

We collect personally identifiable information, like names, postal addresses, email addresses, etc., when voluntarily submitted by teachers, school districts, or parents. The information you provide is used to fulfill your specific request. This information is only used to fulfill your specific request, unless you give us permission to use it in another manner.

New York Education Law §2-d

We are committed to protecting the confidentiality, integrity and security of student, teacher and staff data, consistent with the provisions of New York Education Law §2-d. On January 13th, 2020 the New York State Board of Regents approved changes to the regulations in New York Education Law §2-d. The new regulations went into effect on January 29th, 2020 and New York State school districts have until July 1, 2020 to adopt and publish a data security and privacy policy in compliance with the new regulations. Our practices are in alignment with the finalized provisions of New York Education Law §2-d.

PARENTS BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

We are committed to protecting the privacy and security of student, teacher, and principal data. In accordance with New York Education Law § 2-d, Guided Readers would like to inform the community of the following:

- (1) A student's personally identifiable information cannot be sold or released for any commercial purposes.
- (2) Parents have the right to inspect and review the complete contents of their child's education record through downloadable PDFs from the teacher portal.
- (3) State and federal laws protect the confidentiality of personally identifiable information, and safeguards associated with industry standards and best practices, including but not limited to,

encryption, firewalls, and password protection, must be in place when data is stored or transferred.

(4) Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234. Complaints may also be submitted using the form available at the following website <http://www.nysed.gov/data-privacy-security/report-improper-disclosure>.

Entire Agreement

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