



Terms of Use

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IMPORTANT NOTICE

Your use of the US Math Recovery Council website, platform and related software (collectively, the "Platform") hosted and offered by US Math Recovery Council, a North Carolina nonprofit corporation ("USMRC", "we", "our", or "us") to provide educational services and products, including courses, books, guides, workshops, and other instructive materials (collectively, our "Products") are governed by these Terms of Use ("Terms") as well as our Privacy Policy (<https://www.mathrecovery.org/privacy-policy>) (incorporated herein by this reference). By using our Platform and purchasing our Products, you signify your assent to these Terms. If you do not agree to all of these Terms, do not use our Platform or purchase our Products. We may modify these Terms at any time, and such modifications shall be effective immediately upon posting of the modified Terms. Your continued use of our Platform and subsequent purchases of our Products will mean you accept the modified Terms.

DESCRIPTION

USMRC provides you with our Platform and Products either in a direct to individual basis, in which case your rights and obligations are specified in these Terms and our Privacy Policy. You may also receive access to our Platform and our Products through an organization (such as your employer), in which case USMRC may enter into a services agreement with the organization desiring to obtain our Platform and Products for the organization's employees, agents, or other third parties as the organization determines. If our Platform and Products are provided to you pursuant to such a services agreement, the fees and other terms of our Platform and Products will be as specified in such services agreement and those terms will supersede any conflicting provisions of these Terms.

Neither USMRC nor any of its directors, shareholders, officers, employees, agents or representatives, licensees or suppliers provide any advice as to the appropriateness or advisability of our Platform and Products. If you are concerned with the use of or dissatisfied with our Platform and/or Products, please immediately discontinue your use of the Platform and our Products.

USMRC reserves the right to ensure that our Platform and Products are available for use by all users and this may include either limiting excessive data use from a single user and/or automatically terminating a specific user account or third party application when the same is determined to be inactive for a period of time.

FEES; PAYMENT

Our Platform may or may not include the fees for which you are responsible, depending on how you acquired access to the Platform and our Products (i.e., direct or through an organization).

- Credit Card Payments. If you elect to make payments through our Platform by credit card, you are responsible for providing a valid credit card number at the time you pay. You represent and warrant that you are an authorized user of the credit card number provided, and you agree to pay all charges resulting from your payment made through the credit card, including any unauthorized charges incurred prior to your notice to USMRC of such charges. You agree that we may pass your credit card information and personally identifiable information to our

designated third party service provider(s) to process the credit card payment through our Platform. We will comply and will ensure that our designated third party service provider(s) comply, with any credit card processing rules and privacy regulations.

- Credit Card Chargebacks or Disputes. If your credit card processor or any other payment provider you use withholds or revokes a payment because the charge has been disputed by you (a "Chargeback"), USMRC reserves the right to suspend your access to our Platform and Products until the Chargeback is reversed or we have resolved the billing dispute in accordance with these Terms. If you have any concerns regarding the payments processed through our Platform, please contact us.

OUR OBLIGATIONS TO YOU

Data Protection; SOPPA. When you use our Products and/or Platform, we may acquire Personal Information as specified in our Privacy Policy (<https://www.mathrecovery.org/privacy-policy>). We commit to protecting such Personal Information and using the same in compliance with applicable laws and regulations, including without limitation the Student Online Personal Protection Act ("SOPPA"). Under these Terms, we will provide you with Math Recovery Educational Products and our Platform as specified by you. We may collect certain information from you, including the type of data and Personal Information as specified under our Privacy Policy. In the event that a breach is solely attributed to USMRC, USMRC will agree to reimburse you for those reasonable costs and expenses incurred in investigating and remediating the breach, provided that USMRC shall be liable up to the lesser of \$250,000 or the amounts actually paid by or due from you during the one (1) year period immediately preceding the date the cause of action arose. USMRC will delete or return all Personal Information if the information is no longer needed for the purposes of providing the Products and/or Platform. You are able to delete student Personal Information at any time or may request USMRC to delete the Personal Information at any time. USMRC will delete Personal Information in accordance with our Privacy Policy. If you maintain a website, these Terms must be published on your website. If you do not maintain a website, you must make these Terms available for inspection by the general public at your administrative office. In order to provide the Products and Platform, USMRC relies on certain Third Party Providers (as defined below) who may have access to Personal Information. The Third Party Providers who may have access to Personal Information include:

- InMotion Hosting
- Rackspace
- DigitalOcean
- Laravel, LLC

Pursuant to the federal Family Educational Rights and Privacy Act of 1974, USMRC is acting as a school official with a legitimate educational interest, is performing an institutional service or function for which the school would otherwise use employees, under the direct control of the school, with respect to the use and maintenance of Personal Information only for an authorized purpose and may not re-disclose it to third parties or affiliates, unless otherwise permitted under SOPPA, without permission from the school or pursuant to court order.

YOUR ACKNOWLEDGEMENT OF OUR RIGHTS

Ownership, Intellectual Property. Our Platform, all information provided through our Platform, our Products, and all derivatives shall be and remain the property of USMRC or its licensors or suppliers. Information includes all information such as the "look and feel" of our Platform and Products, the data

files, graphics, text, photographs, drawings, logos, images, sounds, music, video or audio files part of our Platform and Products. You shall have no rights or interests therein except as set forth in these Terms. You agree to notify USMRC immediately in writing of any claim made regarding our Platform or Products and to cooperate as reasonably necessary, at our expense, in the defense and settlement of such claim. You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) which may be affixed to or contained within our Platform and Products or the information provided therein. Our Platform and Products are owned and/or licensed by USMRC from its suppliers and licensors and is provided in conformance to our obligations under any such license terms.

YOUR OBLIGATIONS

User Account. You may be required to create a user account to purchase Products through our Platform. If you are under the age of 18, we require that you inform your parent or guardian and have their consent to open a user account. You may update your user account as specified on our website.

Passwords/Security. You shall be solely responsible for the security, confidentiality and integrity of all messages and the information that you receive, transmit or store via the Platform and/or your user account. If you elect to set up a user account on the Platform, you are responsible for taking all reasonable steps to ensure that no unauthorized person shall have access to your account or password. You agree to bear all responsibility for the confidentiality of your password and all use or charges incurred from use of the Platform with your password.

Privacy. Any information you provide through any of our Platform's blog or comment feature (if any) should be public and non-confidential. We will protect the privacy of information provided in your user account in accordance with our Privacy Policy (<https://www.mathrecovery.org/privacy-policy>).

Access Limitations. You shall be solely responsible for providing, maintaining, and ensuring compatibility with the Platform access requirements, all hardware, software, electrical or other physical requirements for your use of the Platform, including without limitation, mobile devices, telecommunications and Internet service provider access, connections, links, web browsers or other equipment, programs, and services required to access the Internet or the Platform. You acknowledge and agree that from time to time the Platform may be inaccessible or inoperable for any reason, including without limitation: (i) equipment malfunctions, (ii) periodic maintenance procedures or repairs; or (iii) other causes beyond our control. Additionally, because the Platform is accessed via the Internet or a mobile carrier, you may have connection issues due solely to your own Internet or telecommunications Platform provider or other technological access requirements. We are not responsible for any third-party access requirements (e.g. your ISP).

Third Party Providers. You acknowledge we contract with third party suppliers, licensors, developers, application and data hosting providers, wireless network services, payment processors, and other technology service providers to provide the Platform's functionality ("Third Party Providers"). For example, all user data and user content is stored at computer data centers operated and maintained by Third Party Providers. We are responsible for ensuring that the Third-Party Providers abide by these Terms. We are solely responsible for monitoring and supervising all necessary work of the Third-Party Providers.

Our Right to Refuse. You acknowledge that we are the owner of the Platform and Products. The Platform is provided and the Products are sold on an "**AS IS**" and "**AS AVAILABLE**" basis. We reserve the right to not sell Products to you if you request delivery to a country that is at war, or subject to another Force Majeure event, or that is currently under sanctions by the United Nations, or sanctions or an embargo by the United States. All physical Products are sold pursuant to a shipment contract and that means that risk of loss and title for such Products passes to you upon our delivery to the carrier.

RESTRICTIONS

Except as otherwise permitted under these Terms, you shall not (and shall not assist any third party to):

- Send spam or any other form of duplicative and unsolicited messages, other than marketing and promotional messages permitted under an organization's agreement with USMRC, to any third party or other users using our Platform;
- Harvest, collect, gather or assemble information or data regarding other users of our Platform without their consent;
- Transmit through or post on our Platform unlawful, libelous, tortuous, infringing, defamatory, threatening, vulgar, or obscene material or material that may be harmful to minors;
- Knowingly transmit material containing software viruses or other harmful or deleterious computer code, files, scripts, agents, or programs;
- Knowingly interfere with or disrupt the integrity or performance of our Platform or the data contained therein or attempt to gain unauthorized access to our Platform, computer systems or networks related to our Platform;
- Decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or derive any source code (or underlying ideas, algorithms, structure or organization) from our Platform or from any other information by any means whatsoever;
- Distribute, disclose or allow use of our Platform in any format through any timesharing device, service bureau, network or by any other means, to or by any third party;
- Create Internet "links" to or from our Platform, or "frame" or "mirror" any of our content which forms part of our Platform; or
- Modify or create a derivative work of our Platform and Products or any portion thereof.

DISCLAIMER; LIMITATIONS ON LIABILITY

No Warranty. The information provided through our Platform and our Products are believed to be accurate, but neither we nor our licensees nor our suppliers warrant or guarantee such accuracy. THE INFORMATION PROVIDED THROUGH OUR PLATFORM, INCLUDING WITHOUT LIMITATION ALL DOCUMENTATION FOR OUR PLATFORM, AND OUR PRODUCTS ARE SUBJECT TO CHANGE WITHOUT NOTICE. OUR PLATFORM AND ALL PRODUCTS ARE PROVIDED ON AN "**AS IS**" AND "**AS AVAILABLE**" BASIS AT YOUR OWN RISK. YOU ACKNOWLEDGE AND AGREE THAT USMRC HAS NO OBLIGATION FOR ANY ERRORS OR ANY WARRANTY, EXPRESS OR IMPLIED OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE OR NON-INFRINGEMENT, OR ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO OUR PLATFORM, THE INFORMATION PROVIDED THROUGH OUR PLATFORM OR OUR PRODUCTS.

YOU FURTHER ACKNOWLEDGE AND AGREE THAT, WHILE WE MAY AGREE TO REFUND FEES PAID FOR OUR PRODUCTS, USMRC, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DISCLAIMS AND SHALL HAVE NO OTHER LIABILITY OR WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO OUR PLATFORM, THE INFORMATION PROVIDED THROUGH THE PLATFORM AND OUR PRODUCTS, AND ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY WARRANTY UNDER THESE TERMS WILL BE SOLELY AS PERMITTED UNDER THESE TERMS. USMRC DOES NOT WARRANT OR REPRESENT THAT OUR PLATFORM, ANY INFORMATION PROVIDED THROUGH OUR PLATFORM, OR OUR PRODUCTS ARE ACCURATE, ERROR-FREE OR

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Limitations On Liability For Third Party Providers. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOU HAVE NO CONTRACTUAL RELATIONSHIP WITH ANY OF OUR THIRD PARTY PROVIDERS, AND THAT YOU ARE NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN USMRC AND ANY THIRD PARTY PROVIDER. IN ADDITION, YOU ACKNOWLEDGE THAT ALL SUCH THIRD PARTY PROVIDERS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO ANY USER, AND YOU HEREBY WAIVE AND DISCLAIM ANY AND ALL CLAIMS OR DEMANDS OF SUCH NATURE. YOU ACKNOWLEDGE AND AGREE THAT ANY THIRD PARTY PROVIDERS HAVE NO OBLIGATION FOR ANY WARRANTY, EXPRESS OR IMPLIED OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE OR NON-INFRINGEMENT, OR ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO THE PRODUCTS AND/OR CONTENT PROVIDED THROUGH THE PLATFORM. YOU FURTHER ACKNOWLEDGE AND AGREE THAT WHILE SUCH THIRD PARTY PROVIDERS MAY AGREE TO REFUND THE FEES PAID FOR THE PRODUCTS, SUCH THIRD PARTY PROVIDERS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SHALL HAVE NO OTHER WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE PRODUCTS AND/OR CONTENT PROVIDED THROUGH THE PLATFORM, AND ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY WARRANTY WILL BE SOLELY AS PERMITTED UNDER THESE TERMS.

Damage Limitation. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE OR OUR THIRD PARTY PROVIDERS BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER, RESULTING FROM ANY LOSS OF USE, LITIGATION, OR ANY OTHER PECUNIARY LOSS, INCLUDING LOSS OF GOODWILL OR REPUTATION, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE PLATFORM OR PRODUCTS, WITH THE DELAY OR INABILITY TO USE THE PLATFORM, OR WITH THE PROVISION OF OR FAILURE TO MAKE AVAILABLE ANY PRODUCTS OR CONTENT PROVIDED THROUGH THE PLATFORM, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. USMRC SHALL BE LIABLE ONLY TO THE EXTENT OF VERIFIABLE, ACTUAL DAMAGES INCURRED BY YOU DIRECTLY RELATED TO THE PAID FOR PRODUCTS AND NOT TO EXCEED THE PURCHASE PRICE. YOU ACKNOWLEDGE AND AGREE THAT NEITHER WE NOR OUR THIRD PARTY PROVIDERS ARE LIABLE FOR ANY PERSONAL INJURY, INCLUDING DEATH, CAUSED BY YOUR USE OR MISUSE OF THE PLATFORM, INFORMATION PROVIDED THROUGH THE PLATFORM, OR OUR PRODUCTS. Any claims arising in connection with your use of the Platform, any information provided through the Platform, or our Products, must be brought within one (1) year of the date of purchase. Remedies under these Terms are exclusive and are limited to those expressly provided for in these Terms. If you are dissatisfied with the Platform or the Products, your sole and exclusive remedy shall be the limited refund right or for you to discontinue use of the Platform or the Products.

Bargained For Basis. You acknowledge and agree that the limitations of liability set forth above are fundamental elements of these Terms and neither the Platform, the information provided through the

Platform nor our Products would be provided to you absent such limitations of liability.

Links. USMRC may include hyperlinks on our Platform to other websites or resources operated by third parties, including advertisers. USMRC has not reviewed all of the sites linked to our Platform and is not responsible for the content or accuracy of any off-site pages nor are we responsible for the availability of such external websites or resources, and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content of such websites, including (without limitation) any advertising, products or other products or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, products or services available on such external websites or resources.

MISCELLANEOUS PROVISIONS

Your Responsibility. You understand that you are solely responsible for (and that USMRC has no responsibility to you or to any third party for) any breach of your obligations under these Terms and for the consequences (including any loss or damage which USMRC may suffer) of any such breach.

Compliance with Law. You agree that you will not use our Platform for activities prohibited by state, federal, or your country's law or other applicable rules or regulations. You represent and warrant that: (i) you are not located in a country that is subject to 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. USMRC makes no claims regarding our Platform and Products outside of the United States. If you access our Platform from outside the United States, you do so at your own risk and are responsible for compliance with laws of your jurisdiction.

Agreement. Unless you receive access to our Platform and Products through an organization subject to a services agreement, these Terms constitute the entire agreement and understanding between you and USMRC with respect to the subject matter hereof and supersede all prior agreements, understandings, inducements and conditions expressed or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. These Terms shall be binding upon and inure to the benefit of you and USMRC, our successors, and assigns. These Terms and your user account may not be assigned without our express, prior written consent which may be withheld at our sole discretion. Notices under these Terms shall be in writing and shall be deemed given when: (i) delivered personally or by respected international carrier; (ii) three (3) business days after the date sent by certified mail, postage prepaid with return receipt requested. Notices to USMRC shall be made through our website.

Governing Law. These Terms and the resolution of any dispute related to the terms of these Terms or our Platform or Products shall be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to any principles of conflicts of law.

Arbitration; Collection; Venue. Except as provided below, any controversy or claim arising out of or relating to these Terms will be settled by arbitration in Hennepin County, Minnesota, at a time and location designated by the arbitrator. Arbitration will be conducted by the American Arbitration Association in accordance with its Rules of Commercial Arbitration, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator will be selected from a panel of persons having experience with and knowledge of the third party administrator industry. Nothing herein contained will bar either party from seeking equitable remedies in a court of appropriate jurisdiction; in addition, USMRC reserves the right to bring any infringement of our intellectual property rights in a court of appropriate jurisdiction. USMRC shall be entitled to decrees of specific performance

(without posting bond or other security) in addition to such other remedies as may be available. If USMRC successfully enforces these Terms under arbitration or court action, you must pay reasonable costs and expenses of the arbitration or other action, including reasonable attorney's fees and costs. Any legal action related to these Terms, the Platform or our Products shall be brought in a state or federal court of competent jurisdiction sitting in Hennepin County, Minnesota.

Class-Action Waiver; Jury Waiver. You agrees that any claims or proceedings brought by you relating to our Platform and/or Products will be conducted on an individual basis, and not on a class-wide, collective, or representative basis, and that any one person's claims or proceedings may not be consolidated with any other claims or proceedings. You will not sue USMRC as a class plaintiff or class representative, join as a class member, or participate as an adverse party in any way in a class-action lawsuit against USMRC. Nothing in this paragraph, however, limits your right to file a claim as an individual plaintiff. You expressly waive your right to a trial by jury related to our Platform and Products which are the subject of these Terms and all of your claims are subject to mandatory arbitration as noted above.

No Waiver; Severability. USMRC failure to insist upon strict enforcement of any provision(s) of these Terms shall not be construed as a waiver of any provision or right. Should any provision of these Terms be held invalid or unenforceable, such invalidity will not invalidate the whole of these Terms, but rather that invalid provision will be amended to achieve as nearly as possible the same economic effect as the original provision and the remainder of these Terms will remain in full force and effect.

Right to Modify. Please note that USMRC reserves the right to modify these Terms and your continued use of our Platform and subsequent purchases of our Products after the date of this change will mean you are subject to such modified Terms. If you do not agree to these changes, you may contact us if you need help to cancel your USMRC user account.

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