

XtraMath Terms of Service

Please read the following Terms of Service carefully. By registering for an XtraMath account, you acknowledge that You have read, understood, and agree to be bound by the following terms and conditions, including the [XtraMath Privacy Policy](#) (collectively, the “Terms”)

As a parent, guardian or teacher, by registering your child/student to use XtraMath you agree to be bound by these Terms with respect to such child’s/student’s use of XtraMath.

1. Accounts. All accounts must be created by an adult, either a parent/guardian or teacher. No children under age 18 may create their own account. You agree that the information You provide to XtraMath, whether at registration or at any other time, will be true, accurate, current, and complete. As a parent/guardian or teacher, you represent and warrant that you are the child’s/student’s legal parent/guardian or teacher. By registering your child/student, you agree to be bound by the Terms on behalf of your child/student, including without limitation being liable for all use of XtraMath by the child/student. You acknowledge that XtraMath cannot guarantee the accuracy of any information submitted by any user and XtraMath is not obligated to verify the accuracy any such information, including any user’s claim to be the parent or teacher of a child/student.

XtraMath, in its sole discretion, has the right to suspend or terminate any account and refuse any and all current or future use of XtraMath for any reason at any time. Such termination will result in the deactivation or deletion of your account and content or your access to your account and content, and the forfeiture and relinquishment of all content in your account.

2. Privacy. Your privacy is important to XtraMath. Please read the XtraMath Privacy Policy carefully to learn how XtraMath collects, uses and discloses user information. XtraMath’s Privacy Policy is incorporated into these Terms.

3. Prohibited Conduct. YOU AGREE NOT TO:

- a. Use XtraMath for any commercial use or purpose unless expressly permitted by XtraMath in writing. XtraMath is intended for personal, non-commercial use only;
- b. Impersonate any person or entity, falsely claim an affiliation with any person or entity, or access the XtraMath accounts of others without permission, or perform any other fraudulent activity;
- c. Use XtraMath for any illegal purpose, or in violation of any local, state, national, or international law, including, without limitation, laws governing data protection and privacy;

- d. Reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of XtraMath or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;
- e. Modify, adapt, translate or create derivative works based upon XtraMath, except and only to the extent expressly permitted by XtraMath or to the extent the foregoing restriction is expressly prohibited by applicable law; or
- f. Intentionally interfere with or damage operation of XtraMath or any user's enjoyment of it, by any means, including without limitation by participation in any denial-of-service type attacks or by uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code.

4. Disclaimers/No Warranty.

a. Your use of XtraMath is at your sole risk. XtraMath and all parts and services thereof are provided on an "as is", "as available", and "with all faults" basis. XtraMath disclaims any and all warranties and conditions, whether statutory, express or implied, to the fullest extent permitted by applicable law. No advice or information obtained by you from XtraMath will create any warranty not expressly stated herein.

b. XtraMath expressly does NOT warrant that:

- i. XtraMath will meet any specific requirements or expectations, including but not limited to yours;
- ii. XtraMath or any data, user content, functions or any other information offered on or through XtraMath will be uninterrupted, timely, secure, or free of errors, viruses or other harmful components;
- iii. The results that are obtained from the use of XtraMath will be accurate or reliable;
- iv. The quality of any products, services, information, or other material purchased or obtained by you through XtraMath will meet your expectations;
- v. Any errors or any issues with XtraMath will be corrected.

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

6. Termination. XtraMath reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, XtraMath (or any part thereof) with or without notice. You agree that XtraMath will not be liable to You or any third party for any such termination.

7. Termination by You. Your only remedy with respect to any dissatisfaction with (i) XtraMath, (ii) any of these Terms, (iii) any policy or practice of XtraMath, or (iv) any content or information transmitted through XtraMath, is to terminate the Terms and your account. You may terminate the Terms and your or your child's/student's account at any time by emailing erika@xtramath.org and discontinuing use of any and all parts of XtraMath.

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

9. Limitation of Liability and Damages.

a. To the fullest extent permitted by applicable law, under no circumstances, including but not limited to negligence, will XtraMath or its affiliated contractors, employees, agents and its third-party suppliers, licensors, and partners be liable for any special, indirect, incidental, consequential, punitive, reliance, or exemplary damages arising out of or relating to these Terms or your use of (or inability to use) XtraMath, or any interactions with XtraMath.

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

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

11. Modification of the Terms. XtraMath reserves the right, at its sole discretion, to change, modify, add, or remove portions of the Terms at any time. Please check the Terms periodically

for changes. Your or your child's/student's continued use of XtraMath after the posting of changes constitutes your binding acceptance of such changes. For any material changes to the Terms, XtraMath will make a reasonable effort to provide notice to you of such amended Terms, such as by an email notification to the address associated with your account or by posting a notice on the XtraMath website, and such amended terms will be effective against You on the earlier of (i) your actual notice of such changes and (ii) thirty days after XtraMath makes reasonable attempt to provide you such notice. Disputes arising under these Terms will be resolved in accordance with the version of the Terms in place at the time the dispute arose.

12. Governing Law and Jurisdiction.

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

b. All claims you bring against XtraMath must be resolved in accordance with this Section 12. All claims filed or brought contrary to this Section 12 shall be considered improperly filed. Should You file a claim contrary to this Section 12, XtraMath may recover attorneys' fees and costs related to dismissal of the claim, provided that XtraMath has notified You in writing of the improperly filed claim, and You have failed to promptly withdraw the claim.

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

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

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

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

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

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

These terms were last updated on December 28, 2015. If you have question or concerns, contact erika@xtramath.org.