

F Terms & Conditions of Use

These Terms & Conditions of Use (hereafter, these "terms and conditions" or "TOS") constitute a license and contract between you, acting on behalf of your organization ("Customer" or "Licensee"), and ExploreLearning, LLC, on behalf of itself and/or its parent company, LAZEL, Inc., a Cambium Learning Group company (individually and collectively, the "Company"), as identified in the applicable order form or services agreement with the Customer. These TOS govern Customer's access to and use of the Company's licensed subscriptions, products, materials, and services ("Services"). References to "ExploreLearning" apply equally to LAZEL, Inc. References to "you" or "your" mean the Customer, on behalf of itself and its authorized end users. The license granted under these TOS and any related services agreement between Company and Customer is subject to the terms herein. The Parties may be referred to individually as a "Party" and collectively as the "Parties."

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ACTIVATING YOUR EXPLORELEARNING® ACCOUNT

Company provides its services on any purchased website to you, subject to the following Terms of Service ("TOS"), which may be updated from time to time. Please bookmark this page to review the most current version of the TOS at any time. Your access and use of any purchased Company product, service website and/or its materials constitutes your agreement to these TOS and all associated policies and notices thereto (the "Agreement").

By creating an Account, purchasing, accessing or subscribing to an ExploreLearning product or service, you agree to these terms and conditions of use.

This Agreement is a legal document that governs the terms and conditions of your receipt, access and use of Company educational products, services and materials. Please read this Agreement carefully. By proceeding with any order, activating your Account, or accessing any Company product, service or material, you acknowledge your agreement with these terms and conditions, as such terms and conditions may be amended from time to time. You are also agreeing to accept a limited, non-exclusive, non-assignable right and license to use ExploreLearning products and services in the applicable order agreement. Company reserves the right to change these terms and conditions at any time.

ExploreLearning products, services and materials are offered and sold under these limited license terms on a subscription basis; however certain Company products, services or materials may be available to Customers without cost on a trial or demonstration basis, still subject to these TOS.

REGISTERING AND USING EXPLORELEARNING® PRODUCTS & SERVICES

As part of the registration process, each User will select a password and user name ("User Name"). You agree to provide us with accurate, complete, and updated Account information. Failure to do so will constitute a breach of this Agreement, which may result in immediate termination of your rights to use the Account. You may not (a) select or use a User Name of another person with the intent to impersonate that person, (b) use a name subject to the rights of any other person without authorization, or (c) use a User Name that we, in our sole discretion, deem inappropriate or offensive. You are responsible for maintaining the confidentiality of your User Name and password, and you will be responsible for all uses of your User Name and password, whether or not authorized by you.

In order to use the Service, you need to obtain a pass code (consisting of a username and a password). Pass codes are issued only to and for individual subscribers, Account administrators and teachers associated with the Customer Account (collectively, "Users") who have registered or been registered under the Account.

Pass codes that have been issued to learning institution Customers and/or teachers may not be shared. They may only be used by the administrators, teachers and students to whom they are assigned. Account administrators and individual users under a Family Account may share their access codes with their spouse, children or grandchildren ("Immediate Family") only. Customers and Users remain at all times solely and fully responsible for the proper use of pass codes issued hereunder. Family Account administrators and Users who intend to share their pass codes with Users of their Immediate Family under 13 years of age agree to supervise the minors' use of the Service.

USING YOUR ACCOUNT

All Customers and Users are entirely liable for all activities conducted through that Account, and are responsible for ensuring that any other person who uses the Account is aware of, and complies with, the terms of this Agreement. You are responsible for all Users and their access and use of the Services under your Account in compliance with the terms of this Agreement. You will notify us of any known or suspected unauthorized use(s) of your Account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your User Name and password. We will have no liability for any circumstances arising from the unauthorized use of a User Name or password or your Account. Any fraudulent, abusive, or otherwise illegal activity on your Account may be reported to appropriate law-enforcement agencies by us.

If you have reason to believe that your Account is no longer secure (for example, in the event of a loss, theft, or unauthorized disclosure or use of your User Name, password, or any credit, debit, or charge card number stored on the Service), you must promptly change your password and notify us of the problem by sending an email to Support@FraxMath.com.

Browsers, Equipment and Accessibility

Customers and Users are solely responsible for obtaining and maintaining equipment and software, including without limitation operating system and browser software, that conforms to Company's specifications in effect, as revised from time to time, in order to connect to, communicate with and use the Company Service.

Company shall use commercially reasonable efforts to maintain the accessibility of the Service at all times, but may discontinue some or all of the Service, content, features or services at any time, with or without notice, including in order to perform hardware or software maintenance and/or upgrades or problem resolution. Additionally, to the extent that use of the Service is prevented, hindered, delayed or made impracticable by reason of force majeure (including any cause that cannot be overcome by reasonable diligence and without unreasonable expense) or due to Company's compliance with its commercially reasonable standard operating procedures or with any laws, rules, policies, practices or regulations of any industry association or organization, or any jurisdiction or governmental authority, you agree that Company and its affiliates will be excused from such delay or performance.

Communications Authorities

Use of the Service may be subject to the requirements, rules, regulations, operations and procedures of any relevant public communications authorities and/or private communications carriers. Company (and its affiliates) shall not be liable for any losses, costs, liabilities, damages, expenses and/or claims arising from or relating to the delay, alteration or interruption of telecommunications between Customer Users and Company caused by the failure for any reason of any communications facilities which Customer, User or Company (or any of affiliate) has contracted from any public communications authority or private communications carrier.

BILLING POLICIES

- Unless otherwise expressly agreed by Company and Customer in a Company order quote or service agreement with the educational entity Customer, all ExploreLearning subscriptions and/or services must be pre-paid annually.
- Payment Options: You must pay in US Dollars via Purchase Order, Credit Card (Visa or MasterCard), check or money order, or wire transfer.
 - Purchase Orders (US Residents Only): Mail (payable to ExploreLearning) to ExploreLearning, 110 Avon Street, Charlottesville, VA 22902 or FAX to (877) 829-3039.
 - Credit Card Billing: Company will bill your designated credit card (Visa or MasterCard only) and is subject to any restrictions imposed by your credit card issuer. If payment cannot be charged to your credit card or your charge is returned to Company for any reason, including charge back, Company reserves the right to either suspend or terminate your access and Account, thereby terminating this Agreement and all obligations of Company hereunder, and thereafter to collect any amount due.
 - Checks or Money Orders: Mail (payable to ExploreLearning) to ExploreLearning, 110 Avon Street, Charlottesville, VA 22902.
 - Wire Transfers: Call (866) 882-4141 option 2 or e-mail Support@ExploreLearning.com for more information.
- Revision of Subscription Fees. Company reserves the right to change the amount of, or basis for determining, any fees or charges for the Company service, and to institute new fees or charges effective upon prior notice, by posting such changes on the Company site, and by sending e-mails to Customers.
- Account Termination. Customers may terminate Accounts at any time by sending a signed request to Company via e-mail sales@ExploreLearning.com, fax to (877) 829-3039 or mail to ExploreLearning Customer Service, 110 Avon Street, Charlottesville, VA 22902.
- Refund Policy. We take great pride in supplying a quality product at a reasonable price. In general, it is our policy to provide a refund for anyone who has been unable to use the Service. A refund must be requested in writing within 30 days of purchase of your Account, and the Account cannot have been accessed numerous times. Email a refund request to sales@ExploreLearning.com or fax a request to (877) 829-3039. Please include the Customer name, Account administrator username, full name of Account administrator, product, and reason you are requesting a refund. We will not be able to refund a license after 30 days, or for an Account with heavy usage, except where we determine, in our sole discretion, that it is reasonable and desirable for us to do so on a case-by-case basis. Refunds will be issued according to the original payment method.

Billing Security.

We utilize policies and processes reasonably designed to ensure communication between our servers, the acquiring bank, and the issuing bank are encrypted to support server authenticity and mitigate and protect against man-in-the-middle attacks.

ADMINISTERING THE SERVICE

Company may change, modify, suspend, or discontinue any aspect of the Service at any time, including, without limitation, access policies, the availability of any Service, feature, hours of availability, content, data, or software or equipment needed to access the Service. We may also impose limits on certain features or restrict your access to parts or all of the Service without notice or liability. We reserve the right to change prospectively the amount of, or basis for determining, any fees or charges for the Service, and to institute new fees or charges for access to portions of the Service effective upon prior notice to Customers by posting such changes on

our website or by sending e-mails to Customers. You hereby agree to pay all charges to your Account, including applicable taxes, in accordance with billing terms in effect at the time the fee or charge becomes payable.

We may, from time to time, have special events, software or content available on the Service, which will be subject to additional terms and conditions that will be made available for your review. You agree that if you or any User uses or accesses such special events, software or other content, such additional terms and conditions will be binding.

We reserve the right, at our sole discretion, to change, modify, add, supplement or delete any of the terms and conditions of this Agreement at any time. We will post notification of any such changes on the Service, or give notice of them to you via e-mail, postal mail or by pop-up screen, at our sole discretion. If any future changes to this Agreement are unacceptable to you or cause you to no longer be in compliance with this Agreement, you may terminate your Account as provided herein. The continued use of the Service by you following your receiving a notice of changes to this Agreement will mean you accept any and all such changes.

POSTING MATERIAL BY USERS

Company may permit Customer Users to post materials on the Service. Users shall not upload to, distribute through or otherwise publish, via e-mail, message boards or otherwise, any content which is libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, abusive, illegal or otherwise objectionable, that would constitute a criminal offense, violate the rights of any third party, or that would give rise to liability or violate any law. Company reserves the right to suspend or terminate any User access or screen name it reasonably believes is being used improperly, is being used for commercial purposes, or is otherwise in violation of this Agreement.

By uploading materials, including lesson plans, to any message boards or other posting areas provided as part of the Service, or otherwise submitting any materials to us, you automatically grant (or warrant that the owner of such rights has expressly granted) us a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate or create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed throughout the World. In addition, you warrant that any "moral rights" or similar intellectual property rights in those materials have been waived.

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Additional Restrictions: You may not: (a) access the Service by any means other than means supporting secure access and encrypted communications; (b) copy, reverse engineer, disassemble, decompile, translate, or modify any Service, Service website application, content, or service functionality; (c) sublicense, rent, lease, or permit any third party, to access any Service, Service website, application, content or service functionality through the use of User's password, except as permitted hereunder; (d) publish the results of benchmark tests of any Service, Service website, application, content or service, or use any Service, Service website, application, content or service functionality in any manner which is competitive with services provided by Company; and (e) knowingly use or permit any others to use any facilities or services of Company or its Licensors in connection with any effort that the Customer or User knows seeks to breach the security or confidentiality of any system or other digital or on-line environment of Company, and other Company customer, or any user or other individual or entity.

Customer understands that except for ExploreLearning Content, Company does not control, provide, operate, and is not responsible for, any content, goods or services available on the Internet other than the ExploreLearning Content in the Company Services and Service website, or on the Company commercial website(s). Internet content made accessible on the Internet by independent third parties is not part of, and is not controlled by, Company. Company neither endorses nor is responsible for the accuracy or reliability of such Internet content, goods or services.

Users should be aware that the Internet contains content, goods and services that you may find obscene, improper, hurtful or otherwise offensive and that may not be suitable for certain users of the Company Service or commercial website(s). Because of the nature of the Internet, we cannot control where children may go while using the Service and/or Service website. Parents, guardians or teachers should supervise children when using the Service, Service website and the Internet at all times.

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PRIVACY

Company is committed to protecting the privacy of our Customers and users of our Services and does not share personally identifiable information with third parties without your consent. Please consult our Privacy Policy for more information on our information collection, use and disclosure practices. You acknowledge that, although Company agrees to use its best efforts to comply with and to ensure that its users, content providers, distributors and licensees comply with our Privacy Policy, Company cannot be held responsible for the actions of third parties who violate our Privacy Policy.

SUBMISSIONS

If you or any of your Users sends us creative suggestions, ideas, notes, stories, messages, narratives, drawings, concepts, or other information or content ("Submissions"), the Submissions will be deemed, and shall remain, the sole and exclusive property of Company, and Company will be entitled to the unrestricted use of the Submissions for any purpose whatsoever, without compensation to you or any other individual or entity. None of the Submissions shall be subject to any obligation of confidence on the part of Company, and Company shall not be liable for any use or disclosure of any Submissions. Without limiting the generality of the foregoing, Company shall exclusively own all now known or hereafter existing rights to the Submissions of every kind and nature throughout the World, and shall be entitled to unrestricted use of the Submissions for any purpose whatsoever, commercial or otherwise.

DISCLAIMERS

DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

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COMPANY MAKES NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, (V) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED, (VI) OR THAT THE SERVICE, SERVICE WEBSITE, ITS CONTENT, AND THE SERVERS ON WHICH THE SERVICE AND CONTENT ARE AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

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LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT COMPANY SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (V) ANY OTHER MATTER RELATING TO THE SERVICE. IN NO EVENT SHALL COMPANY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, TORT OR OTHERWISE EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING, RECEIVING OR USING THE SERVICE.

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In the event that Company determines, in its sole discretion, that a Customer or User has breached any portion of these terms and conditions, or has otherwise demonstrated inappropriate conduct, Company reserves the right, at its sole discretion, to take such actions as Company may deem, in its sole judgement, to be necessary and/or appropriate, which actions may include but are not limited to (i) warning the User via e-mail that they have violated this Agreement; (ii) deleting any content provided by the User (or anyone accessing User's Account); (iii) discontinuing the User's Account and/or any other Company Service; (iv) notifying and/or sending information or content to the Customer Licensee for the Account; (v) notifying and/or sending information or content to, and/or fully cooperating with, law enforcement authorities for further action; (vi) retroactively charging for unauthorized use; and/or (vii) taking any other action that Company deems appropriate in its sole discretion.

MISCELLANEOUS

In the event any provision of this Agreement conflicts with the law or if any such provisions are held invalid by a court with jurisdiction over the parties to this Agreement, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remainder of this Agreement will remain in full force and effect.

The laws of the State of Texas will govern this Agreement. The laws of the State of Texas will govern any dispute arising from the terms of this agreement or breach of this agreement and you agree to personal jurisdiction by the state and federal courts sitting in Dallas, Texas. The parties hereby expressly waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other on any matters whatsoever arising out of, or in any way connected with, these Terms and Conditions and agree to submit to binding arbitration. Company makes no representation that materials on the ExploreLearning Service or websites are appropriate or available for use in all locations. Those who choose to access ExploreLearning do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

The failure of either party to insist upon or enforce strict performance by the other party of any provision of this Agreement or to exercise any right under this Agreement will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance, rather, the same will be and remain in full force and effect.

Company may assign its rights and obligations under this Agreement and upon such assignment Company may be relieved of any further obligation hereunder. You represent to Company that you have the authority to subscribe to and/or use ExploreLearning Services according to the terms and conditions of this Agreement. The section titles in this Agreement are for convenience only and have no legal or contractual effect.

ACCEPTANCE

By purchasing, accessing, using and/or subscribing to the Service, you hereby acknowledge that you have read and understand the foregoing Agreement, as may be amended or modified from time to time according to its terms, and agree to be bound by all of the terms and conditions hereof. You further specifically permit Company to use the email entered during the registration process to deliver support, sales, and product information related to your Free Trial or paid subscription.

QUESTIONS

If you have any questions about this Agreement, please email us at: Support@FraxMath.com



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