

# Summit Learning User Agreement

**Effective July 1, 2019**

<p><b>Introduction</b></p> <p>The Summit Learning Program is a personalized approach to teaching and learning inspired by the vision to equip every student to lead a fulfilled life. T.L.P. Education (“<b>Summit Learning</b>” “<b>we</b>”, “<b>us</b>” and “<b>our</b>”), a California nonprofit public benefit organization, operates the Summit Learning Program (the “<b>Program</b>”), including the Summit Learning Platform located at <a href="http://www.summitlearning.org">www.summitlearning.org</a> (the “<b>Platform</b>”).</p> <p>The Learning Services (defined below) are designed to facilitate strong relationships between teachers and students through real-time data about progress towards goals, access to ongoing feedback, and access to a wide range of learning resources that enable students to build on what they learn from the teacher by self-directing some of their learning, too.</p> <p><b>Use of the Services (defined below) is governed by this User Agreement (the “User Agreement”) and our Privacy Policy (the “Privacy Policy”) [<a href="http://cdn.summitlearning.org/marketing/privacy_center/privacy_policy.pdf">cdn.summitlearning.org/marketing/privacy_center/privacy_policy.pdf</a>] which sets forth the personal information that we collect and how we use and share it.</b></p>	<p>We provide a personalized online learning program for students in schools that sign agreements with us for the Summit Learning Program.</p>
<p><b>1. Contract and Services</b></p> <p>1.1 <u>Contract</u></p> <p>When you use our Services you agree to all of the terms in this User Agreement and our Privacy Policy. You agree that by registering for, accessing or using our Services, you are agreeing to enter into a legally binding contract with Summit Learning (even if you are using our Services for your work at a school).</p> <p>If you do not agree to the terms in this User Agreement and our Privacy Policy, do not register for, access, or otherwise use any of our Services.</p>	<p>By using our Services, including visiting the website, you are entering into a contract with T.L.P. Education.</p>
<p>1.2 <u>Services</u></p> <p>This User Agreement applies to <a href="http://www.summitlearning.org">www.summitlearning.org</a> (“<b>Web Services</b>”) and the Program features accessed through <a href="http://www.summitlearning.org">www.summitlearning.org</a> (“<b>Learning Services</b>”) (collectively, the Web Services and Learning</p>	<p>This User Agreement covers information of</p>

<p>Services are “<b>Services</b>”). This User Agreement also applies to parents, legal guardians, teachers and school administrators who register for the Learning Services (“<b>Licensed Users</b>”) and visitors to our Web Services who do not have registered accounts or anyone who is not logged in to their registered account (“<b>Visitors</b>”). Students attending Partner Schools (defined below) are referred to as “<b>Student Users</b>” (“<b>Student Users</b>” together with Licensed Users, are “<b>Users</b>”).</p> <p>We have separate terms of service for the schools and school districts who partner with us (“<b>Partner Schools</b>”). If you are using the Services with an account created by your school or school district, your school or school district has signed a Program Agreement with Summit Learning. For more information on the Program Agreement, Data Privacy Addendum and School Terms of Service applicable to Partner Schools click here [<a href="https://help.summitlearning.org/hc/en-us/sections/360000142588-Privacy-Security-FAQs">https://help.summitlearning.org/hc/en-us/sections/360000142588-Privacy-Security-FAQs</a>].</p>	<p>parents/legal guardians, teachers, school officials and students who use our Learning Services.</p> <p>This User Agreement also covers information of visitors to our website who are not using our Learning Services.</p>
<p><b>1.3 <u>Change</u></b></p> <p>We may modify this User Agreement or our Privacy Policy from time to time. If we make material changes to this User Agreement, including changes that impair your rights, we will provide you at least 30 days prior notice pursuant to this Section 1.3. We will seek to provide you notice through our Services, or by other means, to provide you the opportunity to review the changes before they become effective. We agree that changes cannot be retroactive. The notice will indicate which sections contain material modifications and what choices you may have. Your continued use of our Services after we publish or send a notice about our changes to these terms means that you are consenting to the updated terms following their “effective date.” If you object to any changes, you must stop using or accessing the Services. If we make any changes to this User Agreement or Privacy Policy, you can request a copy of the prior versions by contacting us at <a href="mailto:privacy@summitlearning.org">privacy@summitlearning.org</a>.</p>	<p>When we make material changes to this Privacy Policy, we will seek to provide you prior notice.</p>
<p><b>1.4 <u>Content and Services of Others</u></b></p> <p>The Services may include educational content (e.g, Encyclopedia Britannica) originating from and created by third parties that we do not own or control. We do not own or control these other services or content, even if accessible from our Services, including, for example, links to third-party services that a school or teacher may make available in educational content they upload into the Learning Services.</p>	<p>Our Services include links to content, curriculum, and services that display outside of the Summit Learning website and are outside of our control.</p>
<p><b>2. Obligations of Users</b></p>	

<p>2.1 <u>Learning Service Eligibility</u>. Only parents/legal guardians, students, teachers and administrators of Partner Schools are allowed to access the Learning Services. Creating an account with false information is a violation of our terms.</p>	<p>Only parents/legal guardians, teachers, school officials and students are allowed to register for Learning Services.</p>
<p>2.2 <u>Accounts and Passwords</u>. You agree to: (1) choose a strong and secure password; (2) keep your password secure and confidential; (3) not transfer or share your account; and (4) follow the law and the terms of this User Agreement. You are responsible for anything that happens through your account unless you report misuse through the contact information in Section 11 below.</p>	<p>For security, it's important to pick a strong password and not share it with others.</p>
<p>2.3 <u>No Payment</u>. The Services are provided at no charge and there are no features related to purchasing goods and services included in the Services. We never sell or rent User personal information, including for targeted advertising. Please see our Privacy Policy for more information about the data we collect and how we use, share and protect it.</p>	<p>We want to be clear that we don't make money from you or a student's use of our Services. The Services are provided by us at no charge to Users and Partner Schools.</p>
<p>2.4 <u>Notices and Messages</u>. You agree that we can provide notices and messages to you related to the Services in the following ways: (1) within the Services, or (2) sent to the contact information you provided us (e.g., email, mobile number, physical address). You agree to keep your contact information up to date.</p>	<p>We will provide notices about the Services to you through the Services and through the contact information that we have for you.</p>
<p><b>3. Rights and Limits</b></p> <p>3.1 <u>Your License to Us</u>. Our Services include features that require you (e.g. registration) and enable you (e.g. volunteer to answer a survey) to provide information and content. As between you and us, you own the content and information that you submit or post using the Services, and you are only granting us the following non-exclusive license:</p> <p style="padding-left: 40px;">A worldwide, transferable and sublicensable (through multiple tiers) right to use, copy, modify, publish, distribute, and process the content, feedback and information that you provide through our Services (including surveys), without any further consent, notice and/or compensation. The license rights you grant to us are limited in the following ways:</p>	<p>The Services allow you to provide some information and, for some Users, the opportunity to upload content such as coursework. When you upload such content and information we get a license to use it for the Services. If it's personal information, the terms of our</p>

<ol style="list-style-type: none"> <li>1. If we agree in writing to additional restrictions on use with regard to any feedback, information and content in the context of our collection of it, we will honor those limits.</li> <li>2. Our Services do not include any advertising for third-party goods and services. We will not include your content in advertisements for the products and services of third parties to others.</li> <li>3. Except for Teacher Content in Section 3.2, we will get your additional consent if we want to give others the right to publish your content beyond the Services.</li> <li>4. By submitting suggestions or other feedback related to our Services to us, you agree that we can (but do not have to) use and share such feedback for any purpose without compensation to you. We will honor any limits we agree to at the time we collect feedback.</li> <li>5. If content includes personal information, it is subject to our Privacy Policy.</li> <li>6. Because you own your content and information and we only have non-exclusive rights to it, you may choose to make it available to others.</li> </ol> <p>You agree to only provide content or information that does not violate the law nor anyone’s rights (including intellectual property rights and privacy rights).</p>	<p>privacy policy restrict our use and sharing of it.</p> <p>Only upload content and information that doesn’t violate others’ rights</p>
<p><b>3.2 <u>Teacher Content</u></b></p> <p>Licensed Users that are teachers can contribute content such as new curriculum or projects and they have the choice to share this content with other schools in the Program.</p> <p>By choosing to share this content with other teachers and Partner Schools on the Platform, you are granting us a royalty-free license under a Creative Commons Attribution 4.0 License <a href="https://creativecommons.org/licenses/by/4.0/">[https://creativecommons.org/licenses/by/4.0/]</a> (“<b>CC License</b>”). This license allows Summit Learning and others to make the content available to other Partner Schools and Users.</p> <p>Teachers are in control of this sharing and can choose not to share or to turn off sharing for previously shared content. Turning off sharing for previously shared content means that going forward, your content will be available to only Licensed Users within your Partner School. You can also delete your content, but deletion will not prevent use by those who have copied or used it prior to your deletion or revocation of sharing.</p>	<p>Teachers can opt into broader sharing rights, that enable them to share educational materials with others who use the Learning Services.</p>
<p><b>3.3 <u>Service Change and Availability</u></b></p>	<p>We have the right to</p>

<p>Subject to the terms of our Program Agreement with schools and districts, we may change, suspend or end any aspect of the Services in our discretion. To the extent allowed under law, the changes will be effective without notice, but if they are material changes they will be effective upon notice provided to you or through the Services. You agree that we have no obligation to store, maintain or provide you a copy of any content or information that you or others provide, except to the extent required by applicable law or our Program Agreements with Partner Schools.</p>	<p>change or suspend features of the Services.</p>
<p><b>3.4 <u>Limits</u></b></p> <p>We reserve the right to limit your use of the Services. If we believe that you may be in breach of this User Agreement or law or are misusing the Services (e.g., violating Section 9 below), we reserve the right to temporarily or permanently restrict, suspend, or terminate your access to the Services. If you believe your Services have been wrongfully terminated or restricted, contact us using the contact information provided in Section 11 below.</p>	<p>We have the right to change and limit access to the Services.</p>
<p><b>3.5 <u>Intellectual Property Rights</u></b></p> <p>Subject to the terms of this User Agreement, we grant you a limited right to access the Services, and we reserve all of our intellectual property rights and other proprietary rights in the Services. Using the Services does not give you any right, title, or interest in our Services or the content or information made available through our Services that is not already yours. Trademarks and logos used in connection with the Services are the trademarks of their respective owners. Our logos and other trademarks, service marks, graphics, and logos used for our Services are trademarks or registered trademarks of ours or our licensors.</p>	<p>We grant you rights to some of our intellectual property rights so that you can access the Services.</p>
<p><b>4. Disclaimer and Limit of Liability</b></p> <p><b>4.1 <u>No Warranty</u></b></p> <p>TO THE EXTENT ALLOWED UNDER LAW, WE (AND OUR SERVICE PROVIDERS AND LICENSORS) (A) DISCLAIM ALL IMPLIED WARRANTIES AND REPRESENTATIONS (E.G. WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, OR THAT THE DATA IS ACCURATE OR COMPLETE); (B) DO NOT GUARANTEE THAT THE SERVICES WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS, AND (C) PROVIDE THE SERVICES (INCLUDING CONTENT AND INFORMATION) ON AN “AS IS” AND “AS AVAILABLE” BASIS.</p> <p>SOME LAWS DO NOT ALLOW CERTAIN DISCLAIMERS, SO SOME OR ALL OF THESE DISCLAIMERS MAY NOT APPLY TO YOU.</p>	<p>If allowed by law, we are seeking to limit our liability for providing our free Services to you by asking you to limit our liability and by disclaiming warranties.</p>

<p><b>4.2 <u>Exclusion of Liability</u></b></p> <p>TO THE EXTENT PERMITTED UNDER LAW (AND UNLESS WE HAVE ENTERED INTO A SEPARATE WRITTEN AGREEMENT THAT OVERRIDES THIS CONTRACT), WE (AND OUR SERVICE PROVIDERS AND LICENSORS) SHALL NOT BE LIABLE TO YOU OR OTHERS FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF DATA, OPPORTUNITIES, REPUTATION, PROFITS OR REVENUES, RELATED TO THE SERVICES (E.G. DOWN TIME OR LOSS, USE OF, OR CHANGES TO, YOUR INFORMATION OR CONTENT). IN NO EVENT SHALL SUMMIT LEARNING'S LIABILITY (AND THE LIABILITY OF OUR SERVICE PROVIDERS AND/OR LICENSORS) EXCEED, IN THE AGGREGATE FOR ALL CLAIMS, ONE HUNDRED DOLLARS (\$100).</p> <p>THIS LIMITATION OF LIABILITY IS PART OF THE BASIS OF THE BARGAIN BETWEEN YOU AND US AND SHALL APPLY TO ALL CLAIMS OF LIABILITY (E.G. WARRANTY, TORT, NEGLIGENCE, CONTRACT, LAW) AND EVEN IF WE AND OUR SERVICE PROVIDERS AND/OR LICENSORS HAVE BEEN TOLD OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF THESE REMEDIES FAIL THEIR ESSENTIAL PURPOSE.</p> <p>THE LAWS IN SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY, SO THESE LIMITS MAY NOT APPLY TO YOU. IF YOU ARE A NEW JERSEY RESIDENT, OR A RESIDENT OF ANOTHER U.S. STATE THAT PERMITS THE EXCLUSION OF THESE WARRANTIES AND LIABILITIES, THEN THE LIMITATIONS IN SECTION 4 SPECIFICALLY DO APPLY TO YOU.</p>	
<p><b>5. Termination</b></p> <p>Either of us may terminate this User Agreement at any time with notice to the other. On termination, you lose the right to access or use the Services. The following shall survive termination:</p> <ul style="list-style-type: none"> <li>• Our rights to use and disclose your content and feedback;</li> <li>• Sections 2.4(2), 3, 4, 5, 6, 7, 10, and 11; and</li> <li>• Any amounts owed by either party prior to termination remain owed after termination.</li> </ul>	<p>We both have the right to terminate this contract.</p>
<p><b>6. Governing Law and Dispute Resolution</b></p> <p>In the unlikely event we end up in a legal dispute, we both agree to resolve it in California courts using California law. We both agree that the laws of the State of California, U.S.A., excluding its conflict of laws rules, shall exclusively govern any dispute relating to this User Agreement, the Privacy Policy and/or the Services. To the extent permitted under applicable law, we each agree that all claims and disputes shall be litigated exclusively in the</p>	<p>This contract is governed by California law and in the event of any dispute, we each have the right to go</p>

<p>federal or state courts in San Francisco or San Mateo Counties, California and we both agree to the exclusive personal jurisdiction and venue in those courts.</p>	<p>to court in California, unless we agree otherwise.</p>
<p><b>7. General Terms</b></p> <p>If a court with authority over this User Agreement finds any part of it unenforceable, you and we agree that the court should modify the terms to make that part enforceable while still achieving its intent. If the court cannot do that, you and we agree to ask the court to remove that unenforceable part and still enforce the rest of this User Agreement.</p> <p>To the extent allowed by law, the English language version of this User Agreement is binding and other translations are for convenience only. Except for Partner Schools that enter into Program Agreements (and Data Privacy Addendums with us), this User Agreement (including the Privacy Policy) is the only agreement between us regarding the Services and supersedes all prior agreements for the Services.</p> <p>If we don't act to enforce a breach of this User Agreement, that does not mean that we have waived our right to enforce this User Agreement. Any waiver by us must be in writing.</p> <p>You may not assign or transfer this User Agreement (or your use of Services) to anyone without our consent. However, you agree that T.L.P. Education may assign this User Agreement in connection with a reorganization, or to a successor or assign or affiliate that agrees to assume our obligations under this User Agreement (and Privacy Policy) without your consent. There are no third-party beneficiaries to this User Agreement.</p> <p>You agree that the only way to provide us legal notice is at the addresses provided in Section 11 below.</p>	<p>These are additional terms about how the contract applies and can be enforced.</p>
<p><b>8. Parents/ Legal Guardians</b></p> <p>At the direction of your school, we may send you, as parents/legal guardians of Student Users, informational text messages, including, but not limited to, messages: (1) providing information related to your child's use of the Services; (2) supplying information that you request; or (3) responding to your inquiries regarding your account or use of the Services. If you, as a parent/legal guardian, provide your telephone number to your child's school, you are consenting to our (on behalf of and at the direction of your child's school) sending informational text messages closely related to your school's mission.</p> <p>We will not charge Users for our text message features. However, message and data rates may apply, depending on your plan with your wireless or</p>	<p>Schools will provide us information about students, parents/legal guardians and teachers so that they can be enrolled in the Learning Services.</p>

<p>other applicable provider. If you no longer want to receive such text messages, you may text STOP at any time and/or contact us (see Section 11 below). After doing so, we will send you confirmation of this opt-out via text message. For more information, please see our FAQs <a href="https://help.summitlearning.org/hc/en-us/sections/360000142588-Privacy-Security-FAQs">[https://help.summitlearning.org/hc/en-us/sections/360000142588-Privacy-Security-FAQs]</a>.</p>	
<p><b>9. Service Rules:</b> You agree:</p> <p>(a ) <b>That you will:</b> (1) Comply with all applicable laws, including, without limitation, privacy laws, publicity laws, intellectual property laws, anti-spam laws, export control laws, tax laws, and regulatory requirements; and (2) Provide accurate information to us.</p> <p>(b) <b>That you will not:</b> (1) Use or attempt to use another’s account or share your account with another; (2) Use the Services in violation of applicable law or any school policies; (3) Disable, circumvent or intentionally bypass any security feature, access controls or use limits of the Services; (4) Disclose information that you do not have the right to disclose (such as confidential information of others); (5) Violate the intellectual property rights or other proprietary rights of others; (6) Post anything that contains software viruses, worms, or any other harmful code or interfere with the operation of, or place an unreasonable load on, the Services (e.g., spam, denial of service attack); (7) Imply or state that you are affiliated with or endorsed by Summit Learning without our express consent; (8) Rent, lease, loan, trade, sell/resell or otherwise monetize the Services or access to them; and/or (9) Use the Services to degrade others on the basis of gender, race, class, ethnicity, national origin, religion, sexual preference, orientation or identity, disability, or other classification.</p>	<p>When you use the Services, these rules apply. These rules are intended to prevent you from harming us, the Services or others who use the Services.</p>
<p><b>10. Complaints Regarding Content (DMCA)</b></p> <p>We respect the intellectual property rights of others. We require that content posted by Licensed Users be not in violation of the intellectual property rights of third parties. See here <a href="https://help.summitlearning.org/hc/en-us/sections/360000142588-Privacy-Security-FAQs">[https://help.summitlearning.org/hc/en-us/sections/360000142588-Privacy-Security-FAQs]</a> for guidelines.</p>	<p>If you believe any of your intellectual property rights has been violated through the Services, this is how to notify us.</p>
<p><b>11. How To Contact Us</b></p> <p>If you have any questions about this User Agreement, our Privacy Policy or our practices, please contact <a href="mailto:legal@summitlearning.org">legal@summitlearning.org</a>.</p> <p>You can learn more about T.L.P. Education here <a href="https://help.summitlearning.org/hc/en-us/sections/360000142588-Privacy-Security-FAQs">[https://help.summitlearning.org/hc/en-us/sections/360000142588-Privacy-Security-FAQs]</a> and about the Summit Learning Program here</p>	<p>This is how to contact us.</p>

[\[https://help.summitlearning.org/hc/en-us/sections/360000142588-Privacy-Security-FAQs\]](https://help.summitlearning.org/hc/en-us/sections/360000142588-Privacy-Security-FAQs).

You can also reach us by calling or writing to the contact information provided here

[\[https://help.summitlearning.org/hc/en-us/sections/360000142588-Privacy-Security-FAQs\]](https://help.summitlearning.org/hc/en-us/sections/360000142588-Privacy-Security-FAQs).