

Summit Learning

Platform Partner School Terms of Service

Effective Date: July 1, 2019

Last Update: April 3, 2019

Welcome, and thank you for your interest in the Summit Learning Platform (the “Platform”)! We provide the Platform directly to schools and school districts pursuant to separate Program Agreements

[\[https://help.summitlearning.org/hc/en-us/articles/360000894268-Summit-Learning-Program-Agreement\]](https://help.summitlearning.org/hc/en-us/articles/360000894268-Summit-Learning-Program-Agreement).

PLEASE READ THE TERMS CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION BECAUSE USING THE SERVICES INDICATES THAT YOU, AS A USER OR AS THE PARTNER SCHOOL, ACCEPT AND AGREE TO BE BOUND BY THEM.

Please note that a separate User Agreement applies to Users at Partner Schools.

PLEASE NOTE THAT THESE TERMS CONTAIN A DISPUTE RESOLUTION AND BINDING ARBITRATION PROVISION IN SECTION 11 HEREOF, INCLUDING A CLASS ACTION WAIVER THAT AFFECTS YOUR RIGHTS UNDER THESE TERMS AND WITH RESPECT TO DISPUTES YOU MAY HAVE WITH THE SERVICES.

We, at Summit Learning, have done our best to write the Terms in simple and clear terms. In order to facilitate your understanding of the Terms, we have added a column on the right side of this page that provides short explanations of the legal language in plain English (it starts with, “In essence...”). The plain English explanations **are not** legally binding, but they may be helpful.

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1. AGREEING TO OUR TERMS

T.L.P. Education (“Summit Learning,” “we,” or “us”), a California nonprofit public benefit organization and a 501(c)(3) nonprofit organization (application pending), operates the services offered on www.summitlearning.org, including the Platform, and any other products and services that the Summit Learning Program may provide now or in the future (collectively, the “Service” or “Services”).

Summit Learning offers the Services to schools and school districts (“each, a “Partner School”), and at such Partner Schools’ discretion, to (a) students currently enrolled in Partner Schools (“Student Users”), (b) the parents and legal guardians of Student Users, and (c) Partner Schools’ teachers, employees, officials, or agents (“School Personnel”) ((b) and (c) collectively, “Licensed Users” and Licensed Users together with Student Users, “Users”). A Licensed User or Partner School may be referred to herein as “you”.

By accessing or using the Services, and, in the case of Partner Schools, by executing the Program Agreement, you acknowledge you have read and agree to these Partner School Terms of Service (the “Terms”), which are a legal contract between you and Summit Learning. If you accept these Terms on behalf of a Partner School as an authorized representative thereof (an “Authorized Representative”), you represent that Partner School has executed a Program Agreement and you have the authority to bind such entity to the Terms, in which case the terms “you”, “your” or “Member” shall refer to such entity.

Users will also be subject to the User Agreement (“User Agreement”), Privacy Policy (“Privacy Policy”) and any other posted guidelines, policies or rules applicable to specific features of the Services, which may be posted from time to time on the website (collectively, the “Guidelines”), which are hereby incorporated by reference. If there is any inconsistency between the Terms and any of the Guidelines, the additional Guidelines will prevail to the extent of the inconsistency. For a Partner School and/or its Authorized Representative, when used herein, “Agreement” shall refer to these Terms, the Program Agreement, the Data Privacy Addendum (“Data Privacy Addendum”) attached hereto, and the Guidelines. For Licensed Users, when used herein, “Agreement” shall refer to the User Agreement and the Guidelines.

If you are not an Authorized Representative of a Partner School or if you, as a Licensed User, do not agree with these terms and conditions, you must not accept these Terms and you may not use the Services.

The right to access and use the Services is revoked in jurisdictions where it may be prohibited, if any.

In essence...By signing up to use the Services, you agree to these terms. Welcome to the Summit Learning community!

2. THE SERVICES

2.1 LICENSE TO USE THE SERVICES

Summit Learning grants Student Users, Licensed Users, and Partner Schools, the non-exclusive, non-assignable, non-transferable, limited right to access and use for no charge the Services during the term of the Program Agreement solely for noncommercial educational purposes and subject to the Agreement. Please note, however, that your carrier’s normal rates and fees, if any, apply to any component of the Services using mobile services, such as text/SMS messaging and data.

Summit Learning grants Partner School and its Licensed Users a non-exclusive, non-assignable, non-transferable, limited right and for no charge to use, download, copy, modify, perform, or display educational materials made available in the Services or Program for noncommercial, in-class instructional purposes during the term of the Program Agreement.

In essence...By signing up for the Summit Learning Program, you have free access to the Platform and the educational materials posted on the Platform as long as you use them for your education. We ask that you read through the rules contained in these Terms of Service to understand the ways in which you can and can’t use the Services.

2.2 INTELLECTUAL PROPERTY

The Services and the Summit Technology are intended solely for the personal, non-commercial use of our users and may only be used in accordance with this Agreement. "Summit Technology" means all past, present and future content of the Service, including, all the software, hardware and technology used to provide the Services (including Summit Learning proprietary code and third-party software), user interfaces, materials displayed or performed on the Services, such as text, graphics, articles, photographs, images, illustrations and the design, structure, sequence and "look and feel" of the Services, and derivative works thereof and all other intellectual property, including all Summit Marks. "Summit Marks" means the trademarks, service marks, logos, or any other trade name, trademarks, service marks and other distinctive or proprietary brand features of Summit Learning.

Summit Technology is protected by copyright and other intellectual property laws. Using our Service does not give you ownership of any intellectual property rights in the Services or the Summit Technology. You agree that, as between you and Summit Learning, all the intellectual property rights in the Services and Summit Technology, which does not include User Content (as defined below), are owned by Summit Learning or its licensors, and all rights to the Services not expressly granted herein are reserved by Summit Learning. These terms do not grant you the right to use any Summit Marks.

You agree to protect Summit Technology and to abide by all copyright and other intellectual property laws, and to notify Summit Learning of any unauthorized access or use of the Services.

In essence... You are free to use the Platform and develop content for Summit Learning. However, using the Services will not give you ownership rights to any of Summit Learning's intellectual property. In order to use the Services, each party to this Agreement must comply with all applicable copyright, trademark, and other intellectual property laws.

2.3 COPYRIGHT PROTECTION

It is Summit Learning's policy to respond to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act ("DMCA"). For more information, please go to Summit Learning's DMCA Notification Guidelines

[\[https://help.summitlearning.org/hc/en-us/sections/360000142588-Privacy-Security-FAQs\]](https://help.summitlearning.org/hc/en-us/sections/360000142588-Privacy-Security-FAQs). Summit Learning may remove any allegedly infringing content without any liability to you. Summit Learning will promptly terminate without notice any User's access to the Services where the User is a "repeat infringer" of copyrights. Summit Learning, however, reserves the right to identify and terminate Users under any circumstances it deems appropriate, including after only a single instance of allegedly infringing behavior by that User.

In essence... This section explains how Summit Learning will respond to claims a User has infringed upon someone else's copyright.

2.4 RESTRICTIONS ON USE

You agree not to, and shall use commercially reasonable efforts to ensure that third parties do not:

- license, sell, rent, lease, loan, assign, distribute, host or otherwise commercially exploit, make available, or sell access to the Services or the Summit Technology to third parties except as specifically permitted under these Terms;
- use, store, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, create derivative works from, display, license, sell or otherwise exploit the Summit Technology for any purposes other than as expressly permitted under this Agreement;
- reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Services, or any component thereof;
- build or support (and/or assist a third-party in building or supporting) products or services in competition with Summit Learning, by any means whatsoever or access the Service to build a product using similar ideas, features, functions, interface or graphics of the Service;
- remove, obscure, or alter any copyright, logo, trademark, or other legal notices displayed in or along with our Services and/or any related assets or otherwise use any of Summit Technology in any manner that creates the impression that such Summit Technology belongs to you or that your use is associated with or with Summit Learning's consent except as otherwise provided herein; or
- circumvent, disable or otherwise interfere with security-related features or features that prevent or restrict use or copying of any User Content or Summit Technology or enforce limitations on use of the Services or the User Content and Summit Technology.

In essence... We require each User to use the Services responsibly. In addition, each User should make sure that third parties use the Services responsibly as well.

2.5 CHANGES TO THE SERVICES

From time to time, Summit Learning may implement changes and improvements to the Services, including by conducting maintenance, updating the functionality and look of the Services, and adding or removing functionalities or features. We may also stop providing the Services to you, or add or create new limits to the Services or restrict your access to all or a part of the Service at any time without liability.

You agree that Summit Learning shall not be liable to you, Partner School, or any third party for any modification, suspension or termination of the Services.

Summit Learning commits to ensuring the continued availability and basic functional performance of the Services and the Program, regardless of any updates that may be implemented, other than routine or periodic maintenance or as set forth in the Program Agreement.

We believe that Users own User Content and that preserving access to such User Content is important. If we discontinue a component of the Services that would affect such access, where reasonably possible, we will give you the opportunity to get such User Content out of that part of the Services. Please see our FAQs [<https://help.summitlearning.org/hc/en-us/sections/360000142588-Privacy-Security-FAQs>] (“FAQs”) for more information.

In essence...Summit Learning wants to ensure you can access the Platform at any time you wish to use the Services. Occasionally, we perform maintenance or install improvements to ensure that the Services run smoothly. Accordingly, the Platform might be briefly unavailable from time to time.

You can use the Platform as long as you don't violate these terms and any applicable law.

In addition, we know the content you provide to the Platform is very important to you. Accordingly, we'll give you the opportunity to retrieve your content from the Platform if we change or discontinue a component of the Services.

3. YOUR USE OF THE SERVICES

3.1 Account Registration & Access

You may be asked to register for an account in connection with the Services (“User Account”). Alternatively, a Partner School may create accounts (each, an “Administrator Account”) for Licensed Users that are authorized to set up, access, and manage accounts for other Licensed Users and Student Users. When you register or when a Partner School creates a User or Administrator Account for you, you agree to provide accurate, current, and complete information about yourself and to promptly update this information to maintain its accuracy. You are responsible for maintaining the confidentiality of any password and username (“account credentials”) that you are given or select, you will not share your account credentials with anyone, and you are responsible for all activities that occur under your account.

If you have an Administrator Account, you are responsible for (a) maintaining the security and confidentiality of such account and its account credentials; (b) all activities that occur under the Administrator Account; and (c) obtaining all necessary rights,

permissions, or consents to access, monitor, use, or disclose any data from accounts of other Users.

Summit Learning reserves the right to refuse registration of or cancel a User Account or Administrator Account in our sole discretion. You may not select or use as a User Account or Administrator Account a name of another person with the intent to impersonate that person or transfer your account to anyone without the express prior written consent of Summit Learning. Summit Learning is not liable for any losses by any party caused by an unauthorized use of your account. Notwithstanding the foregoing, you may be liable for the losses of Summit Learning or others due to such unauthorized use.

You agree to (a) immediately notify Summit Learning of any unauthorized use or breach of security of your account or a student's personally identifiable information, and (b) ensure that you properly log out from your account at the end of each session.

In essence... There are different ways to set up an account or have an account set up for you. Either way, you'll be responsible for making sure you follow these terms and making sure you protect your account.

3.2 Acceptable Use of the Services

You agree that you will not use the Services to do any of the following or take action that results in any of the following:

- Making defamatory statements regarding Users, other persons, or entities, or using the Services in a commercially unreasonable manner or in any manner that would harm or disparage Summit Learning or the Services;
- Doing anything or posting information that is abusive, harmful, threatening, harassing, defamatory, bullying, stalking, or otherwise objectionable;
- Doing anything unlawful, deceptive, misleading, illegal, unethical, malicious, or discriminatory, obscene, hateful, or sexually-explicit;
- Degrading others on the basis of gender, race, class, ethnicity, national origin, religion, sexual preference, orientation or identity, disability, or other classification or otherwise posting or approving content that: is hate speech, discriminating, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence;
- Violating a person's right to privacy or publicity or otherwise collecting, using, or disclosing data, including personal information, about other Users without consent or for unlawful purposes in violation of any applicable international, federal, state or local law, statute, ordinance or regulation ("Law");

- Infringing on, misappropriating or otherwise violating the copyright, trademark, patent or other intellectual property rights of any person, including rights in content available through the Services without prior written permission of Summit Learning or the User, as applicable;
- Collecting, soliciting, or otherwise obtaining login information or accessing an account belonging to someone else;
- Accessing (or attempting to access) any service on the Services by any means other than as permitted in this Agreement or operating the Services on any computers or accounts on which you do not have permission to operate;
- Violating any applicable Law, or advocating illegal activity;
- Using the Services in any manner that is harmful to minors. Without limiting the foregoing, you will not transmit or post any content anywhere on the Service, including any User Submission, that violate child pornography laws or that otherwise violates any child sexual exploitation laws. Summit Learning absolutely does not tolerate this and will report any suspected instances of child pornography, including reporting any of your User registration information, to law enforcement, including the National Center for Missing and Exploited Children;
- Facilitating or encouraging any violations of the Agreement, the Privacy Policy or our other policies, including;
- Interfering with the operation, appearance, security or functionality of the Services;
- Advertising, soliciting, or transmitting commercial advertisements or any other unsolicited messages regardless of the medium;
- Impersonating a Summit Learning employee, or any other person, or falsely stating or otherwise misrepresenting your affiliation with any person or entity;
- Uploading viruses or other malicious code, files, or programs;
- Using automated means, including spiders, robots, crawlers, data mining tools, or the like to download data from the Services, including any User Content or information, or otherwise access the Services; or
- Employing misleading email or IP addresses, or forged headers or otherwise manipulated identifiers in order to disguise the origin of any content transmitted to or through the Services.

Additionally, the unauthorized use of our Services may result in civil and/or criminal liability.

You agree to immediately notify us at acceptableuse@summitlearning.org upon learning of any known or suspected unauthorized use or access to your account or the Services.

In essence...In order to ensure everyone has a great experience with the Service, please follow our acceptable use policies. During your use of the Services, you cannot, among other things, break the law, threaten, harass or bully anyone, violate someone else's intellectual property, interfere with the function of the Services, or send commercial advertisements. We caution you that any violations of these terms may lead us to terminate your access to the Services.

4. PRIVACY AND SECURITY

Your privacy is extremely important to us, and we take great care to limit what we collect and how we use it, and to enable you to understand our policies. Please read our Privacy Policy which explains how we treat and protect your information when you use the Services, including Student Data. In addition, please read the Data Privacy Addendum, a form of which Summit Learning and your Partner School have entered into, which describes the duties and responsibilities to protect Student Data transmitted to Summit Learning from the Partner School.

In essence...In addition to these terms, please read our Privacy Policy and the Data Privacy Addendum provided to your school. In order to protect your data, we've implemented a number of protections and restrictions.

5. YOUR INFORMATION AND CONTENT

5.1 User Content and Teacher Content

The Services enable Users and Partners Schools to provide, share or post certain content or information, including, but not limited to, audio recordings, photographs, videos, documents, online educational resources, or other materials, Student Data (as defined in the Data Privacy Addendum), Teacher Content (as defined below) and Feedback, (as defined below) (collectively, "User Content"). User Content may be used by Summit Learning in connection with the Services and may be visible to or shared with Summit Learning, other Partner Schools, and certain other Users. Please visit our Privacy Policy for additional information on the types of information different Users are able to provide.

School Personnel may contribute educational content, create answers to assessments, create derivative works (e.g., completion of assignments, projects, etc.), and transmit said data and content within the Partner School's systems through the Services (collectively, "Teacher Content").

Partner Schools and Users may submit feedback, comments or suggestions for improvements to the Services (in written, oral, or any other form) ("Feedback").

In essence... The Platform provides an opportunity for teachers and users to develop and share content and provide feedback to Summit Learning.

5.2 Ownership

Consistent with applicable Law, as between Summit Learning and you, you retain all ownership rights you have in any User Content. Summit Learning does not claim any ownership rights in the User Content. Please note that, while you retain ownership of your User Content, any template or layout in which you arrange or organize such User Content through tools and features made available through any of our Services are not proprietary to you, and the rights to such template or layout will remain with us or our service providers.

In essence... When you share content with us, you are merely giving us permission to use the content to provide the Services to you and other users. If you own the content, you still own the content when you share it with us. Summit Learning does not take any ownership of the content you provide to the Program.

5.3 License

A. User Content. You agree that you and your Partner School shall, jointly and severally, be responsible for any User Content you share through the Services. Partner School acknowledges and agrees that all User Content shared in the Services is the responsibility of the Partner School, and the User from whom the User Content originated. Partner School or the Licensed User, as applicable, represents, covenants, and agrees on behalf of yourself or your Student User that the submitting User has all required rights to submit, post, upload, or otherwise own, use, or disseminate the User Content it submits or uploads without violating third party rights.

You hereby grant to Summit Learning a limited, non-exclusive, sublicensable (as necessary to provide the Services, including distributing Teacher Content), worldwide, royalty-free, and transferable (only to a successor) right and license to:

(1) use, host, copy, store, distribute, publicly perform and display, publish (in whole or in part), modify, and create derivative works from (such as changes we make so that your content works better with our Service) User Content as necessary to provide, improve and make the Services available to you and other Users, including through any future media in which the Services may be distributed;

(2) use, modify, prepare derivative works, publish, distribute and sublicense Feedback without any compensation to you;

(3) use and disclose metrics and analytics regarding the User Content in an aggregate or another non-personally identifiable manner (including, for use in improving our Services);

(4) use any de-identified User Content for any lawful purpose subject to the Data Privacy Addendum; and

(5) use for other purposes permitted by the Data Privacy Addendum and the Privacy Policy.

Summit Learning will only share and use your [personal information](#) in accordance with Summit Learning's current Privacy Policy.

B. Default License for Teacher Content. By default, if Partner School or its School Personnel contribute Teacher Content, such Teacher Content will be licensed royalty-free to Summit Learning under the Creative Commons Attribution 4.0 License ("CC License"), which is available at <https://creativecommons.org/licenses/by/4.0/>. Such Teacher Content shall be available to the Partner School and its Users, but Summit Learning may also sub-license such Teacher Content to other Users of the Platform at other schools. You acknowledge and agree that Teacher Content will be licensed under the CC License unless you "opt-out" of sharing to other schools. Such Teacher Content will continue to be licensed under the CC License until School Personnel "turns off" such sharing for that particular Teacher Content. However, you understand and agree that if you "turn-off" sharing for Teacher Content (i) the Teacher Content will be available to Licensed Users within the Partner School only; (ii) the change is prospective and does not terminate any sub-licenses to the underlying Teacher Content previously granted by Summit Learning to any third parties (such as teachers from other schools and districts), and (iii) Summit Learning thereafter shall not grant any additional sub-licenses for the underlying Teacher Content to third parties such as other schools.

C. License Termination. The license in Section 5.3(A)(1) above will terminate when you or your Partner School (i) delete any User Content containing intellectual property rights (like images or videos) or personally identifiable information (such as that in Student Data); (ii) delete your account; or (iii) with respect to the ability to sub-license Teacher Content to third parties, turn off sharing of Teacher Content as set forth in 5.3(B). Such termination may not apply to User Content that has been shared with others, including previously sublicensed Teacher Content, or User Content that may be in or related to messages sent through Summit Learning. User Content may persist in backup copies for a reasonable period of time following deletion (but will not be available to others).

In essence...If you decide to share content with us, you are giving us permission to make the content available for use by other teachers and students using the Services. Our use of any personal information you submit is subject to our Privacy Policy. Most teachers participating in Summit Learning Program actively share content. However, we understand that some teachers may not wish to share their content with others, therefore we give teachers the opportunity to restrict sharing. In addition, teachers or

their school can let us know if and when they wish to delete the content they have submitted at any time and this permission will end.

5.4 Representations Regarding Teacher Content. If Partner School or its School Personnel contribute Teacher Content under the CC License, Partner School and the School Personnel represent and warrant that Teacher Content does not contain any Student Data and that Partner School and School Personnel have the right and authority to grant the license and other such rights as may be necessary.

In essence...If you contribute teacher content, you can't upload it unless you have the right to share it. Also, we cannot accept teacher content if it includes personal information about students.

5.5 Your Responsibilities and Summit Learning's Rights.

You acknowledge and agree that Summit Learning reserves the right, at any time and without prior notice, to pre-screen, reject, move, edit, delete, or remove any User Content contributed to the Services that we, in our sole discretion, consider to be objectionable for any reason, in violation of these Terms or otherwise harmful to the Services or Users, consistent with applicable Law, but we do not assume the obligation. The submission of any User Content through any third party links or applications made available or accessible in the Services shall be subject to such third parties' terms and privacy policies. Additionally, Summit Learning does not guarantee that we will publish any of your User Content.

By submitting User Content, you represent and warrant that you have all rights in the User Content, including to disclose such User Content and to grant us the foregoing licenses to the User Content. User Content must comply with these Terms, including guidelines under the caption "Acceptable Use of the Services" and any other specific User (e.g., teacher, parent, or student) requirements. If you include links to external websites, including Third-Party Content and Websites (as described below), in User Content, you must verify the quality and substance of each external link. You are solely responsible for any such links. Summit Learning is not liable or responsible for any links created by you, or for any damages, direct or indirect, arising therefrom.

All information posted or transmitted through the Service, including User Content, is the responsibility of the person that posted it and/or the Partner School, and Summit Learning will not be liable for any errors or omissions in any such content. Summit Learning cannot guarantee the identity of any other Users with whom you may interact in the course of using the Services, or the authenticity of any data which Users may provide about themselves. You access User Content at your own risk and will be solely responsible for any damage or loss to any party resulting therefrom.

In essence...We do not guarantee that we will publish any of your content or information, and although we encourage you to share content, we might remove it from the Platform for a variety of reasons including violations of our acceptable use policies.

You (or your school) are responsible for making sure that you have all the rights in any information or content you submit to us, including the right to grant Summit Learning the permission we need to provide the Services.

6. LINKS, THIRD-PARTY CONTENT, AND THIRD-PARTY WEBSITES

The Services may include content originating from and created by other users and third parties, including information about third-party products and services; links to third-party websites that are not owned or controlled by Summit Learning; and/or third-party applications, such as YouTube video, including, but not limited to, third-party applications that are integrated directly with the Services through application programming interfaces (each an "API") ("Third-Party Content and Websites"). Third-Party Content and Websites may allow you to interact through and communicate with third parties. The inclusion of Third-Party Content and Websites on the Services does not imply our affiliation or endorsement of such Third-Party Content and Websites. You agree that we are not responsible for any such Third-Party Content and Websites, including the accuracy, integrity, quality, legality, usefulness, safety, privacy practices or intellectual property rights of or relating to such Third-Party Content and Websites, and you access such Third-Party Content and Websites at your own risk. Summit Learning has no obligation to monitor such Third-Party Content and Third-Party Websites. You are solely responsible for any accounts you create, data or User Content you share or store, and/or your interactions with or on Third Party Content and Websites, all of which are governed by any terms or policies for such Third Party Content and Websites. If required to provide the Services, you hereby authorize and grant Summit Learning a right to use any names, passwords, API keys or other keys for such Third Party Content and Websites solely as necessary to provide the Services you.

You understand that by using the Services you may be exposed to Third-Party Content and Websites, and that you use the Services at your own risk.

Further, you understand that by using the Services you are still required to follow our terms of Services and Privacy Policy in connection with your interactions with Third-Party Content and Websites.

In essence... The Platform includes content from other users and other entities that Summit Learning does not own or control. If you use any third-party applications, websites or content in conjunction with the Services, you are responsible for your interactions with that content or on those applications or websites. Plus, keep in mind that those applications or websites have their own terms of use and privacy policies you must follow. If you share any content from third-party applications onto our service, you are still required to follow our Terms of Service and Privacy Policy.

7. USER DISPUTES AND RELEASES

Summit Learning is not responsible for the actions, content, information or data of other third parties, including other Users. You are solely responsible for your interactions with

other Users of the Services, and any other parties with whom you interact through the Services. Summit Learning reserves the right but has no obligation, to become involved in any way with these disputes.

If you have a dispute with one or more Users, you release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes, including damages for loss of profits, goodwill, use, privacy or data.

In essence... There are many users who use the Platform. Although we expect every user to follow our guidelines, we are not responsible for the actions or submissions of users. We'll enforce our acceptable use guidelines, but we won't get involved in disputes between users.

8. TERMINATION AND SUSPENSION

These Terms shall remain in full force and agreement while you use the Services unless your account is terminated as provided in the Agreement.

Certain Licensed Users may terminate their use of the Services; provided, however, that their Partner School may require satisfaction of certain requirements prior to termination of Administrator Accounts or accounts of School Personnel. If you wish to terminate your account, you must start the process by contacting your Partner School.

You acknowledge that, if you knowingly, intentionally or negligently violate these Terms, Summit Learning may suspend your and/or Partner School's license to the Program and the Services, in whole or in part, until the violation is stopped or terminate your and/or Partner School's license to the Program and the Services. In the event that the Partner School fails to correct the violation after reasonable notice from Summit Learning, Summit Learning may terminate Partner School's license to the Services, in whole or in part, as necessary to stop the violation. Partner School agrees and acknowledges that if Partner School or any of its Users violate the terms of this Section 8, Summit Learning shall bear no responsibility or liability for any damages or claims resulting from or in connection with such actions. In the event Summit Learning suspends or terminates a User's use of the Services or account, Summit Learning will promptly provide notice to the Principal Contact Person at your Partner School.

Upon termination of your account, your right to use the Service will immediately cease. All provisions of this Agreement which, by their nature, should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability.

In essence... We might suspend or terminate your account if you violate our rules or the law. If we suspend or terminate you, we will provide notice to your school. If you wish to

terminate your account, your school can tell you if you are eligible and what the process will be.

9. ADDITIONAL TERMS BY USER TYPE

9.1 School Personnel

If you are School Personnel accessing the Services on behalf of a Partner School, you agree that you are acting on behalf of (or have permission from) your Partner School to accept the Agreement and to use the Services. You must obtain any necessary approvals from your Partner School's authorities and administrators before using the Services. Upon termination of your employment, engagement, or contractual relationship with the Partner School, you must cease use of the Services and return and cease using all login information in your possession. If at any time you learn a user of the Services claims to be affiliated with your Partner School who is not, in fact, affiliated with your Partner School, you agree to notify Summit Learning immediately at info@summitlearning.org.

In essence...Before you use the Services, your school must give you permission.

9.2 Students

A. Authorization to Use the Services. Partner School and its Authorized Representative understand and acknowledge that (1) the Children's Online Privacy Protection Act ("COPPA") does not directly apply to nonprofit organizations such as Summit Learning; (2) COPPA sets forth guidelines regarding the collection and use of personal information from children under 13 years of age; (3) Summit Learning voluntarily complies with COPPA's guidelines regarding Student Users under the age of 13; and (4) by entering into the Agreement, Partner School has authorized Summit Learning to collect and use certain personal information from Student Users under 13 years of age as set forth in the Agreement. Please see our FAQs and OnGuard Online [<https://www.consumer.ftc.gov/features/feature-0038-onguardonline>] for more information.

Partner School, through Authorized Representatives or Administrator Accounts, may grant permission to Student Users to have User Accounts and use the Services. School Personnel understand and acknowledge that Student Users are not authorized to use the Services unless a Partner School has granted permission to such Student Users for the Student Users to have User Accounts and use the Services. If School Personnel creates User Accounts for Student Users, School Personnel acknowledge and agree School Personnel has authority from the Partner School to do so.

Partner School will be solely responsible (and hereby agrees that Summit Learning is not responsible) for: (1) providing any legally required notices and obtaining any necessary permissions, including permissions under COPPA for children under 13 years

of age for Student Users to use the Services; and (2) providing any legally required means for a parent or legal guardian to review or correct any Student Data in the Services. Under no circumstances will Summit Learning be liable for the School Personnel's failure to consult their school's authorities and administrators or for failing to obtain permission when required.

B. Clever and Other Third-Party Integrations. School Personnel is solely responsible for monitoring, auditing and otherwise ensuring the quality of any data exposed to Summit Learning through the Clever API or other third-party learning management systems.

In essence...Students can't use the Services unless their school gives them permission. Please contact your school to determine whether your school has additional requirements that must be satisfied before a student can use the Services.

9.3 Parents/Legal Guardians.

Partner School, including through School Personnel, may send an invitation to parents and legal guardians to use the Services and create accounts for the parents and legal guardians who accept the invitation to use the Services ("Parent Account"). Partner School will provide Summit Learning with a parent's or legal guardian's email address, phone number, and information linking the parent to an individual Student User. Upon receiving this information, Summit Learning will automatically send the parent/legal guardian of a Student User an email or SMS text message with details regarding how to activate a Parent Account. Parent Accounts allow parents/legal guardians to track their child's progress in the Services.

Summit Learning, on behalf of and at the direction of a Partner School, may send parents/legal guardians informational text messages from your Partner School, including, but not limited to, messages: (1) providing information related to their or their child's use of the Services; (2) supplying information that they request; or (3) responding to their inquiries regarding their account or use of Summit Learning. If you as a parent/legal guardian, provide your telephone number to your child's school, you are consenting to Summit Learning (on behalf of and at the direction of your child's school) sending informational text messages closely related to the Partner School's mission.

Summit Learning does not charge you for our text message features. But message and data rates may apply, so depending on your plan with your wireless or other applicable providers, you may be charged by your carrier or other applicable providers.

If you no longer want to receive such text messages, you may text STOP at any time. After doing so, we will send you confirmation of your opt-out via text message. For more information, please see our FAQs.

In essence...We give schools the ability to invite parents and legal guardians of their students to use the Platform. In doing so, they have unique access to the student's

education. In addition, through the Platform, we permit schools to engage with families by communicating through emails, text messages, and the Platform itself.

10. LIABILITY, WARRANTY DISCLAIMERS, AND OTHER LEGAL INFORMATION

10.1 Representations & Warranties

You warrant, represent and agree that you will not provide any User Content or otherwise use the Services in a manner that (i) infringes, violates or misappropriates another's intellectual property rights, rights of publicity or privacy, or other rights; (ii) violate any applicable Law or which would render Summit Learning in violation of any applicable Law; (iii) is harmful, fraudulent, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, or otherwise objectionable; or (iv) jeopardizes the security of your account or the Services in any way, such as allowing someone else access to your account or password. Additionally, you represent, warrant and agree that you (i) possess all rights necessary to provide your User Content and grant Summit Learning the rights in this Agreement (ii) you will comply with the Laws in connection with your use of the Service, and (iii) you are solely responsible for providing notices and obtaining any consents required by applicable Law for Users to use the Services or to provide User Content.

In essence... We want you to collaborate, share content, and enjoy the Program, but, if you do, make sure you have the permission to share any content you provide. In addition, make sure the content is appropriate for the Platform. Be sure you follow all applicable laws.

10.2 Warranty Disclaimer

YOUR USE OF THE SERVICES IS ENTIRELY AT YOUR OWN RISK. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE SERVICES, SOFTWARE, AND ANY ASSOCIATED SUMMIT LEARNING TECHNOLOGY, USER CONTENT OR CONTENT ARE PROVIDED "AS IS", "WITH ALL FAULTS," AND "AS AVAILABLE."

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUMMIT LEARNING AND OUR AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS (COLLECTIVELY, "SUMMIT LEARNING" FOR PURPOSES OF SECTION 10.2 AND SECTION 10.3 HEREIN) EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO: (1) THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, TITLE, QUIET ENJOYMENT, NO LIENS AND NO ENCUMBRANCES; (2) THE WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS AND NON-INFRINGEMENT, MISAPPROPRIATION OR VIOLATION OF ANY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS OF ANY PERSON; (3) THE WARRANTIES ARISING THROUGH COURSE OF DEALING OR USAGE IN TRADE; AND (4) THE WARRANTIES RELATING TO THE ACCURACY, RELIABILITY,

CORRECTNESS, OR COMPLETENESS OF DATA OR CONTENT (INCLUDING USER CONTENT) MADE AVAILABLE ON THE SERVICES OR OTHERWISE BY SUMMIT LEARNING.

IN PARTICULAR, SUMMIT LEARNING MAKES NO WARRANTY THAT (I) THE SERVICES WILL MEET YOUR NEEDS OR REQUIREMENTS OR THE NEEDS OR REQUIREMENTS OF ANY OTHER PERSON; (II) YOUR USE OF THE SERVICES WILL BE TIMELY, SECURE, ACCURATE, COMPLETE, UP-TO-DATE, FREE OF VIRUSES, UNINTERRUPTED, OR FREE FROM ERRORS, LOSS, CORRUPTION, ATTACH, VIRUSES, OR HACKING; AND (III) ANY INFORMATION OBTAINED BY PARTNER SCHOOL AS A RESULT OF THE SERVICES WILL BE ACCURATE OR RELIABLE; AND (IV) ANY DEFECTS OR ERRORS IN ANY PART OF THE SERVICES PROVIDED TO PARTNER SCHOOL WILL BE CORRECTED.

IF APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF SOME OR ALL OF THE ABOVE IMPLIED OR STATUTORY WARRANTIES TO APPLY TO YOU, THE ABOVE EXCLUSIONS WILL APPLY TO YOU TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO PARTNER SCHOOL'S OR ITS LICENSED USERS' DEVICES, COMPUTERS, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

In essence... We are offering the Services "as is."

10.3 Indemnity

You agree, to the extent permitted by your state's laws, to indemnify, hold harmless, and defend Summit Learning, and our affiliates, licensors, partners, and service providers, and each of their respective officers, directors, contractors, agents, employees, successors and assigns from and against any and all demands, claims, damages, liabilities, judgments, fines, interest, penalties, losses, costs, expenses and harms, including without limitation reasonable attorneys' fees and fees of other professional advisers, arising out of or in connection with (i) your access to, use or misuse of the Services, (ii) your online conduct, (iii) your violation or breach of these Terms or the Agreement, (iv) your failure to comply with any applicable Laws (including any failure to obtain or provide any necessary consent), (v) the infringement by you, or any third-party using your account, of any of the intellectual property or other rights of any person, or (vi) any of your dealings or transactions with other persons resulting from use of the Services, including breach or alleged breach of any interaction, agreement, or policy between you and any other user.

You shall not settle any such claim without the prior written consent of Summit Learning. Summit Learning will use reasonable efforts to notify you of any such claim, action or

proceeding upon becoming aware of it. These obligations will survive any termination of these Terms.

In essence... This section explains your role in the event there is a dispute between someone and Summit Learning. If someone files a claim against Summit Learning that relates to something you've done with our products or services, then the onus is on you and you will be held responsible for any costs that Summit Learning incurs as a result.

10.4 Limitation of Liability to Users

UNDER NO LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO NEGLIGENCE, SHALL SUMMIT LEARNING OR OUR SUCCESSORS, AFFILIATES, CONTRACTORS, EMPLOYEES, LICENSORS, SUPPLIERS, PARTNERS OR AGENTS BE LIABLE TO USERS FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, COST OF COVER, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF SUMMIT LEARNING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM OR RELATING TO (i) THIS AGREEMENT; (ii) YOUR USE OR THE INABILITY TO USE THE SERVICES, CONTENT, THIRD-PARTY CONTENT, THIRD-PARTY WEBSITES, THIRD-PARTY APPLICATIONS, OR USER SUBMISSIONS; OR (iii) ANY INTERACTION WITH ANY THIRD-PARTY THROUGH OR IN CONNECTION WITH THE SERVICE, INCLUDING OTHER USERS.

IN NO EVENT WILL SUMMIT LEARNING OR OUR SUCCESSORS, AFFILIATES, CONTRACTORS, EMPLOYEES, LICENSORS, SUPPLIERS, PARTNERS OR AGENTS BE LIABLE TO USERS IN THE AGGREGATE (FOR ALL POTENTIAL CLAIMS BY YOU) FOR ANY DAMAGES INCURRED IN EXCESS OF ONE HUNDRED DOLLARS (\$100).

BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SUMMIT LEARNING'S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

FOR ANY USER LOCATED WITHIN CALIFORNIA (AND ELSEWHERE AS PERMITTED BY LAW), THE FOLLOWING SHALL APPLY: YOU ALSO EXPRESSLY WAIVE ANY AND ALL RIGHTS AND BENEFITS CONFERRED UPON YOU, NOW OR IN THE FUTURE, UNDER THE TERMS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." BY AGREEING TO THESE TERMS, YOU ARE STATING YOU UNDERSTAND AND ACKNOWLEDGE THE SIGNIFICANCE AND EFFECTS OF SUCH WAIVER AND MAKE SUCH WAIVER VOLUNTARILY.

LIMITATION OF LIABILITY WITH RESPECT TO PARTNER SCHOOLS IS SET FORTH IN THE PROGRAM AGREEMENT.

In essence...Summit Learning is providing the Services without charge. We cannot compensate you for anything that might indirectly result from the Services not working as intended. If you incur any direct damages as a result of the Services, the amount we might owe you will be capped at \$100.

11. GOVERNING LAW AND DISPUTE RESOLUTION

11.1 Governing Law

Except as otherwise required by applicable Law, for Licensed Users the Agreement and any dispute arising from or relating to the Agreement are governed by and must be construed in accordance with the laws of the State of California, United States, without regard to conflict of law principles. You further agree to accept service of process by mail. By using the Services, you waive any claims that may arise under the laws of other states, countries, territories or jurisdictions.

Except with respect to the arbitration provisions contained herein in Section 11.2, the parties consent to exclusive personal jurisdiction and venue in the courts located in San Mateo County, California.

In essence...Summit Learning is based in California so our Program, our Services, and our Agreement are governed under California law.

11.2 Arbitration and Class Action Waiver

With respect to any and all disputes arising out of or in connection with the Services, Summit Learning and you agree to negotiate in good faith and undertake reasonable efforts to cooperate with one another in order to achieve a mutually satisfactory resolution. To the extent permitted by Law, if you and Summit Learning do not resolve any dispute by informal negotiation, any other effort to resolve the dispute will be conducted exclusively by binding arbitration as described in this section. **You and Summit Learning are giving up the right to litigate (or participate in as a party or class member) all disputes in court before a judge or jury.**

Instead, all disputes will be resolved before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the Federal Arbitration Act. Any court with jurisdiction over the parties may enforce the arbitrator's award.

To the extent permitted by Law, any claim or dispute under or relating to the Agreement must be filed within one year in an arbitration proceeding. The one-year period begins when the claim or notice of dispute first could be filed. If a claim or dispute isn't filed within one year, it's permanently barred.

If the arbitration provision in this Section is found to be unenforceable or invalid, the parties agree that any suit or proceeding arising out of or relating to these Terms will be brought in the federal or state courts, as applicable, in San Mateo County, California, and each party irrevocably submits to the jurisdiction and venue of such courts.

11.2.1 Federal Arbitration Act

You and Summit Learning (“the parties” or “both parties”) agree that the Agreement affects interstate commerce and that the Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions.

11.2.2 Initial Dispute Resolution

In the event of a dispute, claim, or controversy arising out of or relating to the Agreement or the Services, any person’s access to and/or use of the Services, and/or the provision of content, services, and/or technology on or through the Services (collectively, “**Claims** ”), both parties must first give the other notice of the Claim. This notice must include a brief written statement with the name, address, and contact information of the party giving it, as well as the facts giving rise to the Claim and the relief requested. You must send any such notice to Summit Learning by email to legal@summitlearning.org AND by mail to T.L.P. Education, c/o Procopio Law Firm, 1117 California Ave #200, Palo Alto, CA 94304. If we have your contact information, we will send any such notice to you by U.S. Mail and your email address. The parties must first attempt to resolve any Claims through informal negotiation within thirty (30) days from the date that any notice of a Claim is sent. The parties shall use reasonable, good faith, efforts to settle any Claim through consultation and good faith negotiations. After thirty (30) days, you or Summit Learning may resort to the other alternatives described in this Section 11.2. Notwithstanding the foregoing, the notice and thirty (30) day negotiation period required by this paragraph shall not apply to Claims concerning patents, copyrights, moral rights, trademarks, and trade secrets and claims of piracy or unauthorized use of the Services.

11.2.3 Binding Arbitration

To the extent permitted by law, Summit Learning and you agree that all disputes arising under the Agreement that cannot be settled through informal negotiation will be settled exclusively through confidential binding arbitration in San Mateo County, California, U.S.A. The arbitrator's award shall be binding and may be entered as a judgment in a court of competent jurisdiction. You agree that Summit Learning may seek any interim or preliminary relief from a court of competent jurisdiction in San Mateo County, California, U.S.A, necessary to protect its rights or property pending the completion of arbitration. **If your entity is a U.S. public and accredited educational institution and your consent to binding arbitration is expressly prohibited by the laws of the state within the U.S. in which your educational institution is domiciled, then this subsection 11.2.3 is hereby waived.**

The arbitration shall be conducted by a single arbitrator, governed by JAMS pursuant to its Comprehensive Arbitration Rules & Procedures (collectively, "JAMS Rules"), as modified by these Terms, and administered by JAMS. The JAMS Rules and fee information are available at www.jamsadr.org or by calling JAMS at 1-800-352-5267.

The decision of the arbitrator will be in writing and binding and conclusive on you and Summit Learning, and judgment to enforce the decision may be entered by any court of competent jurisdiction. You and Summit Learning agree that dispositive motions, including without limitation motions to dismiss and motions for summary judgment, will be allowed in the arbitration. The arbitrator must follow these Terms and can award the same damages and relief as a court, including injunctive or other equitable relief and attorney's fees. You and Summit Learning understand that absent this mandatory arbitration provision, you and Summit Learning would have the right to sue in court and have a jury trial.

If any clause within this subsection 11.2.3 is found to be illegal or unenforceable, that specific clause will be severed from this Section, and the remainder of its provisions will be given full force and effect.

11.2.4 Class Action Waiver

To the extent permitted by Law, the parties further agree that any arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. You and Summit Learning agree that each may bring claims against the other only in your or its individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate Claims. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.

11.2.5 Confidentiality

All aspects of the arbitration proceeding, including, but not limited to, the award of the arbitrator and compliance therewith, shall be strictly confidential. Both parties agree to maintain confidentiality unless otherwise required by Law. This paragraph shall not prevent you or Summit Learning from submitting to a court of law any information necessary to enforce the Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

11.3 Changes to this Section

Summit Learning will provide 60-days' notice of any changes to Section 11. Changes will become effective on the 60th day, and will apply prospectively only to any Claims arising after the 60th day. If a court or arbitrator decides that this subsection on "Changes to this Section" is not enforceable or valid, then this subsection 11.3 shall be severed from Section 11, and the court or arbitrator shall apply the first Arbitration and Class Action Waiver (or similarly named) section in existence after you first installed, accessed, or used any of the Services.

In essence... These sections establish the process if there is a dispute between you and Summit Learning.

12. MODIFICATION

12.1 Modifications of the Agreement. Summit Learning may modify the Agreement to, for example, reflect changes to the law or changes to the Services. You should look at these Terms regularly. We last modified the Terms on the date stated above. We'll post notice of modifications to the Agreement on this page or elsewhere on the Services and/or as required by Laws. Your continued use of the Services, following notice of the changes to the Agreement, constitutes your acceptance of our amended terms, policies or guidelines. If you do not agree to the modified Agreement, you should discontinue your use of the Services.

12.2 Modifications relating to Personally Identifiable Information. Summit Learning will not materially change how personally identifiable information contained in Student Data is used or shared under the Agreement without advance, prominent notice to affected Users and the Principal Contact Person of the related Partner School. If a change with respect to how personally identifiable information contained in Education Records is used or shared under the Agreement has a material adverse impact on the Partner School or the Licensed Users thereof and an Authorized Representative of such Partner School does not agree to the change, the Partner School must notify Summit Learning within thirty (30) days of receiving the notice of change as described under the caption "Contact Information." If an Authorized Representative of a Partner School provides such a notice to Summit Learning, then the Partner School and related Users shall be governed by the Agreement in effect immediately prior to the change until the end of the then-current Term. If the Partner School renews or extends its use of the Services, the Services will be renewed or extended will be renewed under Summit Learning's then-current Agreement.

In essence... These terms might change in the future. If they do, we'll tell you on this page or somewhere within the Platform. If you keep using the Platform after the terms change, then you have accepted those changes.

If we significantly change how your personal information is used, we'll give you advance notice and tell your school. If you don't like the new changes, we'll give you an opportunity to contact us and an opportunity to opt out of the change.

13. MISCELLANEOUS

If any provision of these Terms is invalid or unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable Laws and the remaining provisions will continue in full force and effect. You agree that, except as otherwise expressly provided in these Terms, there shall be no third party beneficiaries to these Terms. Our failure to enforce any provisions of the Terms or respond to a breach by you or anyone else shall not in any way waive our right to enforce subsequently any terms or conditions of the Terms or to act with respect to similar breaches. You must not assign these Terms or any rights or obligations herein without the prior written consent of Summit Learning and any attempted assignment in contravention of this provision is null and void and of no force or effect. Summit Learning has the right to assign these Terms, and any of its rights or obligations herein. These Terms are binding upon each party and its respective successors, heirs, trustees, administrators, executors and permitted assigns. The parties are independent contractors and not employees, partners, agents, or joint venturers of the other and have no employment relationship whatsoever. No party will make any commitment, by contract or otherwise, binding upon the other party or represent that it has any authority to do so. This is a non-exclusive agreement. These Terms are the entire agreement of the parties and supersede all previous or contemporaneous agreements between the parties relating to its subject matter. In connection with your use of the Services, you may be asked to consent to policies or terms and conditions in addition to these Terms. Please read these separate policies and terms carefully before making any use of such portions of the Services. Any separate terms will not vary or replace these Terms regarding any use of the Services, unless otherwise expressly stated.

14. CONTACT INFORMATION

Please direct any questions, complaints or claims related to the Services or your use of the Services to info@summitlearning.org.

In essence...If you need to reach out to us, please reach out via email at info@summitlearning.org and we will do our best to respond in a timely manner.