

EasyMath Terms of Service

Last updated: April 16th, 2017

Introduction

Welcome to the EasyMath community! EasyMath is a company whose mission is to empower people and organizations around the world with the ability to easily access tutoring and education services. These Terms of Use ("*Terms*") govern the access or use by you, an individual, from within the United States and its territories and possessions of applications, websites, content, products, and services (the "*Services*") made available in the United States and its territories and possessions by 314 Easy Math, LLC. PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SERVICES. In these Terms, the words "including" and "include" mean "including, but not limited to."

Overview

The purpose of our Services and website, EasyMathapp.com (the "Site"), owned and operated by 314 Easy Math, LLC, ("EasyMath", "we" or "us"), a Texas corporation with offices located at 2300 North Western, Amarillo, TX 79124, is to provide data hosting, visualization, subscription and other services. By using the Site and Services, you acknowledge that you have read, understood, and agree to be bound by the following terms of service (collectively, the "Terms"). If at any time you do not agree to all these Terms, please immediately terminate your use of the Services. You, on your own behalf and on behalf of your organization or business entity, acknowledge that these Terms are binding and enforceable on You. In addition, when using the Services, you shall be subject to any guidelines or rules applicable to such services that may be posted from time to time. All such guidelines or rules are hereby incorporated by reference into these Terms. EasyMath reserves the right, at its sole discretion, to modify, add, or delete portions of or otherwise change these Terms at any time by posting the changed Terms on the Site. All changes shall be effective immediately upon posting. Please check these Terms periodically for changes. Your continued use of the Services after the posting of changes constitutes your binding acceptance of such changes. EasyMath will inform you of any changes to these terms in writing electronically via email or other means.

EasyMath grants you permission to use the Services and content, as set forth in these Terms. All materials displayed or performed with the Services, including, but not limited to data, information, text, graphics, maps, logos, tools, photographs, images, illustrations, software or source code, circuit designs, instructions, messages, audio and video, animations and other material (collectively, "Content") other than Content posted by Customer and collection of publicly-posted EasyMath data are the property of EasyMath and/or third parties and are protected by United States and international copyright laws. If you rely on any information

provided by EasyMath, or others appearing on or contributing content to EasyMath Services, you do so solely at your own risk. EasyMath releases some content publicly as part of open source, Creative Commons and other means of licensing, the terms and conditions of such are described in this document.

Requirements to Use EasyMath Services

EasyMath is available for individuals aged 18 years or older. If you are under the age of 18, you should review this Agreement with your parent or guardian to make sure that you and your parent or guardian understand it. Use of EasyMath Services requires a compatible Device, Internet access, and certain software, may require periodic updates, and may be affected by the performance of these factors.

You may use our Services only if you can form a binding contract with EasyMath, and only in compliance with these Terms and all applicable laws. When you create your EasyMath account, and subsequently when you use certain features, you must provide us with accurate and complete information, and you agree to update your information to keep it accurate and complete. **Any use or access by anyone under the age of 13 is prohibited.**

EasyMath Platform License Agreement

This EasyMath Platform License Agreement (the “Agreement”) is made and entered into by and between EasyMath and the person, organization or business entity agreeing to these terms (“Customer”). This Agreement is effective as of the date the Customer begins using EasyMath Services (“Effective Date”). If you do not have the legal authority to bind you, your organization or your business entity, please do not use the Services.

Licenses

Subject to these Terms and our policies (including the Privacy Policy), we grant you a limited, personal, non-exclusive, non-transferable, and revocable license to use our Services. You may download content from our Services only for your personal, non-commercial use, unless you obtain EasyMath's written permission to otherwise use the content. You also agree that you will create, access, and/or use only one user account, and you will not share with any third party access to or access information for your account. Using our Services does not give you ownership of any intellectual property rights in our Services or the content you access.

Ownership

The Services and all rights therein are and shall remain EasyMath's property or the property of EasyMath's licensors. Neither these Terms nor your use of the Services convey or grant to you any rights: (i) in or related to the Services except for the limited license granted above; or (ii) to use or reference in any manner EasyMath's company names, logos, product and service names, trademarks or services marks or those of EasyMath's licensors.

Third Party Components, Products and Services

Third party components, products and services, which may include (a) open source software or hardware, (b) hardware products or Devices give or resold by EasyMath, (c) electronics design schematics, (d) links, references, or services from websites operated by third parties, of the Services may be subject to separate license or warranty agreements. To the limited extent a third party license expressly supersedes this Agreement, that third party license instead governs Customer's agreement with EasyMath for the specific included third party components of the Services, or use of the Services (as may be applicable).

Services and Obligations

Text Messaging

By creating an Account, you agree that the Services may send you informational text (SMS) messages as part of the normal business operation of your use of the Services. You may opt-out of receiving text (SMS) messages from EasyMath at any time by texting the word STOP to 89203 from the mobile device receiving the messages. You acknowledge that opting out of receiving text (SMS) messages may impact your use of the Services.

New Applications and Services

EasyMath may: (i) make new applications, tools, features or functionality available from time to time through the Services and (ii) add new services to the "Services" definition from time to time, the use of which may be contingent upon Customer's agreement to additional terms.

Payment Terms

You understand that use of the Services may result in charges to you for the services or goods you receive from a Third Party Provider ("*Charges*"). After you have received services or goods obtained through your use of the Service, EasyMath will facilitate your payment of the applicable Charges on behalf of the Third Party Provider, as such Third Party Provider's limited payment collection agent. Payment of the Charges in such manner shall be considered the same as payment made directly by you to the Third Party Provider. Charges will be inclusive of applicable taxes where required by law. Charges paid by you are final and non-refundable, unless otherwise determined by EasyMath.

All Charges are due immediately and payment will be facilitated by EasyMath using the preferred payment method designated in your Account, after which EasyMath will send you a receipt by email.

Free Quota

Certain Services are provided to Customer without charge up to the Fee Threshold, as applicable.

Promotional Codes

EasyMath may, in EasyMath's sole discretion, create promotional codes that may be redeemed for Account credit, or other features or benefits related to the Services and/or a Third Party Provider's services, subject to any additional terms that EasyMath establishes on a per promotional code basis ("*Promo Codes*"). You agree that Promo Codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public form or otherwise), unless expressly permitted by EasyMath; (iii) may be disabled by EasyMath at any time for any reason without liability to EasyMath; (iv) may only be used pursuant to the specific terms that EasyMath establishes for such Promo Code; (v) are not valid for cash; and (vi) may expire prior to your use. EasyMath reserves the right to withhold or deduct credits or other features or benefits obtained through the use of Promo Codes by you or any other user in the event that EasyMath determines or believes that the use or redemption of the Promo Code was in error, fraudulent, illegal, or in violation of the applicable Promo Code terms or these Terms.

Taxes

Customer is responsible for any Taxes on Service Fees, and Customer will pay EasyMath for the Services without any reduction for Taxes. If EasyMath is obligated to collect or pay Taxes, the Taxes will be invoiced to the Customer, unless Customer provides EasyMath with a timely and valid tax exemption certificate authorized by the appropriate taxing authority. In some states the sales tax is due on the total purchase price at the time of sale and must be invoiced and collected at the time of the sale. If Customer is required by law to withhold any Taxes from its payments to EasyMath, Customer must provide EasyMath with an official tax receipt or other appropriate documentation to support such withholding.

Term and Termination

Agreement Term

This agreement will remain in effect for the License Term.

Termination for Inactivity

EasyMath reserves the right to terminate the Services for inactivity, if, for a period exceeding ninety days, Customer: (a) has failed to use the Services (b) the Customer's Devices are transmitting invalid, inconsistent, error-prone, static, or other data, which has invalid or no purpose, or (c) no electronic bills are being generated.

Termination for Convenience

Customer may stop using the Services at any time. Customer may terminate this Agreement for its convenience at any time on prior written notice and upon termination, must cease use of the applicable Services. EasyMath may terminate this Agreement for its convenience at any time without liability to Customer. EasyMath may discontinue any Services or any portion or feature for any reason at any time without liability to Customer.

Effects of Termination

If the Agreement expires or is terminated, then: (i) the rights granted by one party to the other will immediately cease; (ii) all Fees (including Taxes) owed by Customer to EasyMath are immediately due upon receipt of the final electronic bill; (iii) Customer will delete the Software, any Application, Instance, and Project; and (iv) upon request, each party will use commercially reasonable efforts to return or destroy all Confidential Information, including software and Devices, of the other party.

Intellectual Property Rights

Except as expressly set forth herein, this Agreement does not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property. As between the parties, Customer owns all Intellectual Property Rights in Customer Data and the Application or Project (if applicable) and EasyMath owns all Intellectual Property Rights in the Services, Software and Devices.

Brand Features/Publicity

Customer is permitted to state publicly that it is a customer of the Services. You agree to not provide User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by EasyMath in its sole discretion, whether or not such material may be protected by law. EasyMath may, but shall not be obligated to, review, monitor, or remove User Content, at EasyMath's sole discretion and at any time and for any reason, without notice to you.

Customer Feedback

EasyMath may, in EasyMath's sole discretion, permit you from time to time to submit, upload, publish or otherwise make available to EasyMath through the Services textual, audio, and/or visual content and information, including commentary and feedback related to the Services, initiation of support requests, and submission of entries for competitions and promotions ("*User Content*"). Any User Content provided by you remains your property. However, by providing User Content to EasyMath, you grant EasyMath a worldwide, perpetual, irrevocable, transferable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Services and EasyMath's business and on third-party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

You represent and warrant that: (i) you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to grant EasyMath the license to the User Content as set forth above; and (ii) neither the User Content nor your submission, uploading, publishing or otherwise making available of such User Content nor EasyMath's use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

Representations

Each party represents that it has full power and authority to enter into the Agreement and it will comply with all laws and regulations applicable to its provision, or use, of the Services, as applicable. If you are using EasyMath on behalf of a company or other organization, you represent that you have the authority to bind your employer or organization by your actions.

Technical Support

EasyMath provides Services and Devices as is and provides technical support to customers at EasyMath's discretion only. Customer agrees that EasyMath has no obligation to provide technical support. Customer is responsible for troubleshooting its Devices, Applications and Projects.

Disclaimer

You expressly acknowledge that the term EasyMath includes EasyMath, Inc., and the officers, directors, employees, shareholders, agents, affiliates, suppliers and subcontractors of EasyMath, Inc. Except as expressly provided for herein, to the maximum extent permitted by applicable law, EasyMath does not make any other warranty of any kind, whether express, implied, statutory or otherwise, including without limitation warranties of merchantability, fitness for a particular use and noninfringement. EasyMath Services and Devices are provided "As Is", "As Available" and "With All Faults". EasyMath does not warrant or make any representations regarding the use or the results of the use of the site or any third party sites referred to on or by the site in terms of correctness, accuracy, reliability, or otherwise. You understand and agree that you use, access, download, or otherwise obtain software, hardware, Devices, services, maps, or content through EasyMath (including any feeds) or any third party sites referred to on or by the site at your own discretion and risk and that you will be solely responsible for any damage to your property (including your computer system) or loss of data that results from such use. EasyMath is not responsible or liable for the deletion of or failure to store any Customer Data and other communications maintained or transmitted through use of the Services. Customer is solely responsible for securing and backing up its application, project, and Customer Data. EasyMath does not warrant that the operation of the Software, Services and Devices will be error-free or uninterrupted. The Software, Services, and Devices are not designed, manufactured, or intended for high risk activities. If you rely on any information provided by EasyMath, or others appearing on or contributing content to EasyMath Services, you do so solely at your own risk.

Limitation of Liability

EASYMATH'S SERVICES MAY BE USED BY YOU TO REQUEST AND SCHEDULE TUTORING, GOODS, OR EDUCATIONAL SERVICES WITH THIRD PARTY PROVIDERS, BUT YOU AGREE THAT EASYMATH HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY TUTORING, GOODS OR EDUCATIONAL SERVICES PROVIDED TO YOU BY THIRD PARTY PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS.

THE LIMITATIONS AND DISCLAIMER IN THIS SECTION DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

Limitation of Indirect Liability

To the maximum extent permitted by applicable law, neither party, will be liable under this agreement for lost revenues or indirect, incidental, consequential, exemplary, or punitive damages, even if the party knew or should have known that such damages were possible and even if direct damages do not satisfy a remedy. Under no circumstances, and under no legal theory, including but not limited to negligence, shall EasyMath be liable for any such damages that result from your use or the inability to use the site, including software, Services and Devices, maps, content, user submissions, or any third party sites, content, services, or devices.

Indemnification

You agree to indemnify and hold EasyMath and its officers, directors, employees, and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees), arising out of or in connection with: (i) your use of the Services or services or goods obtained through your use of the Services; (ii) your breach or violation of any of these Terms; (iii) EasyMath's use of your User Content; or (iv) your violation of the rights of any third party, including Third Party Providers

Conduct and Acceptable Use

You understand that all Content are the sole responsibility of the person, organization or business from which such Content originated. EasyMath reserves the right, but shall have no obligation, to pre-screen, flag, filter, refuse, modify or move any Content available via the Services. You understand that EasyMath Services are provided as is and you may be exposed to Content that may be considered objectionable, indecent or offensive and that you use the Services at your own risk. You take responsibility to safeguard yourself and other individuals in your organization or business from material you may find objectionable.

You agree not to engage in unacceptable use of the Services, which includes, without limitation, use of the Service to

1. violate, or encourage the violation of, the legal rights of others;
2. disseminate or transmit material that, to a reasonable person, may be abusive, obscene, pornographic, defamatory, harassing, prejudicial, disparaging, grossly offensive, vulgar, threatening, malicious, or incite violence;

3. disseminate, store, or transmit files, graphics, software, or other material that actually or potentially infringes the copyright, trademark, patent, trade secret, or other intellectual property right of any person;
4. create a false identity or to otherwise attempt to mislead any person as to the identity or origin of any communication;
5. interfere, disrupt, or attempt to gain unauthorized access to other accounts or any other computer network;
6. disseminate, store, or transmit viruses, trojan horses, or any other malicious code or program; or
7. interfere with, disable, circumvent, or attempt to interfere with, disable, or circumvent, the use of the Services or other Customers of the Service;
8. posting usernames that might be considered inappropriate;
9. posting, advertising or promoting products commercially;
10. being disrespectful of the opinions of others;
11. excessively use the Service, such as making a significant number of web requests that could cause damage to the Service, and including, but not limited to, requests that result from Distributed Denial of Service (DDoS) attacks
12. engage in any other activity deemed by EasyMath to be in conflict with the spirit or intent of these Terms.

You agree that you are responsible for your own conduct and any Content that you create, transmit or display while using the Service and for any consequences thereof. You agree to use the Service only for purposes that are legal, proper and in accordance with the Terms and any applicable policies or guidelines. You agree that you will not engage in any activity that interferes with or disrupts the Service, servers, networks, devices and applications connected to the Service. To report any activity or Content that may violate the Terms, please send an email to support@easymathapp.com. You agree to comply with your organization or company's usage and privacy policies, if applicable.

Users in the United States agree to comply with laws governing the export of data and software to other countries, including all required approvals, licenses or exemptions. Users outside of the United States agree to comply with their own local rules regarding online conduct and acceptable content, including laws regulating the export of data to and from the United States or your country of residence, including all required approvals, licenses or exemptions.

In addition to this agreement, your use of other EasyMath services, devices or software is governed by their corresponding policies or guidelines.

Account Security

Suspensions and Removals

If Customer becomes aware that any Application, Project (including an End User's use of a Project), or Customer Data violates the Terms, Customer will immediately suspend the Application or Project (if applicable), remove the applicable Customer Data or suspend access to an End User (as may be applicable). If customer fails to suspend or remove as noted in the prior sentence, EasyMath may specifically request that Customer do so. If Customer fails to comply with EasyMath's request to do so within twenty-four hours, then EasyMath may suspend the applicable EasyMath accounts of End Users, disable the Project or Application, and/or disable the Account (as may be applicable) until such violation is corrected.

In the event of an Emergency Security Issue, EasyMath may automatically suspend the offending End User account, Application, Project, or the Account. Suspension will be to the minimum extent required, and of the minimum duration, to prevent or terminate the Emergency Security Issue. If EasyMath suspends an End User account, Application, Project, or the Account, for any reason, without prior notice to Customer, at Customer's request, EasyMath will provide Customer the reason for the suspension as soon as is reasonably possible.

Facilities and Data Transfer

All facilities used to store and process an Application and Customer Data will adhere to reasonable security standards no less protective than the security standards at facilities where EasyMath processes and stores its own information of a similar type. EasyMath implements industry standard systems and procedures to ensure the security and confidentiality of an Application and Customer Data, protect against anticipated threats or hazards to the security or integrity of an Application and Customer Data, and protect against unauthorized access to or use of an Application and Customer Data. EasyMath may process and store an Application and Customer Data in the United States or any other country in which EasyMath or its agents maintain facilities. By using the Services, Customer consents to this processing and storage of an Application and Customer Data.

Miscellaneous

Force Majeure

Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control.

No Waiver

Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement.

Severability

If any term (or part of a term) of this Agreement is invalid, illegal, or unenforceable, the rest of the Agreement will remain in effect.

Equitable Relief

Nothing in this Agreement will limit either party's ability to seek equitable relief.

Governing Law

All claims arising out of or relating to this agreement or the Services will be governed by Texas law, excluding that state's conflict of laws rules, and will be litigated exclusively in the federal or state courts of Randall County, Texas, USA. The parties consent to personal jurisdiction in those courts.

Survival

The provisions of this Agreement which by their nature extend beyond the termination of the Agreement will survive its termination or expiration.

Entire Agreement

This Agreement sets out all terms agreed between the parties and supersedes all other agreements between the parties relating to its subject matter. In entering into this Agreement, neither party has relied on, and neither party will have any right or remedy based on, any statement, representation or warranty (whether made negligently or innocently), except those expressly set out in this Agreement.

Conflicting Terms

If there is a conflict between other documents referred to in this Agreement and this Agreement, the terms of the latter shall prevail.

Participating Institutions

EasyMath's participating institutions are third party beneficiaries of the Terms and may enforce those provisions of the Terms that relate to them.

Definitions

“Application(s)” means any web, device, mobile phone, computer or other application Customer or EasyMath creates using the Services, including any source code written by Customer to be used with the Services, or hosted in an Instance.

“Brand Features” means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.

“Confidential Information” means information that one party (or an Affiliate) discloses to the other party under this Agreement, and which is marked as confidential or would normally under the circumstances be considered confidential information. It does not include information that the recipient already rightfully knew, that becomes public through no fault of the recipient, that was independently developed by the recipient, or that was lawfully given to the recipient by a third party. Customer Data is not considered Customer’s Confidential Information, if such data is released, or planned for release, to the public and intended for public use.

“Control” means control of greater than fifty percent of the voting rights or equity interests of a party.

“Customer Data” means content provided, transmitted, or displayed via the Services by Customer or its End Users; but excluding any data provided as part of the Account.

“Device”, or “Devices”, means any electronics hardware, including but not limited to a mobile phone, smart phone, laptop or desktop computer, single-board computer or microcontroller, hardware kits, or hardware development tools, that collects Customer Data and communicates via telecommunications networks and via the Internet to the Service to synchronize data, settings and other information.

“Device Purchase(s)” means Customer purchasing from EasyMath a type of Device, hardware kit or resold third party Device as defined in the Terms.

“Emergency Security Issue” means either: (a) Customer’s or its End User’s use of the Services in violation of the Terms, which could disrupt: (i) the Services; (ii) other Customers’ or its End Users’ use of the Services; or (iii) the EasyMath network or servers used to provide the Services; or (b) unauthorized third party access to the Services.

“End Users” means the individuals Customer permits to use the Services, Application, or Project.

“Fee Threshold” means the threshold (as may be updated from time to time), as applicable for certain Services, as set by EasyMath.

“High Risk Activities” means uses such as the operation of nuclear facilities, air traffic control, or life support systems, where the use or failure of the Services could lead to death, personal injury, or environmental damage.

“Project”, or “Projects”, means a grouping of data subscriptions, information displays, maps, storage, and API resources for the Customer, and via which Customer may use the Services.

“Services”, or “Service”, mean, as applicable, the use of EasyMath software, servers, API’s, data subscription, hardware devices, and other services provided by EasyMath for the purpose of enabling Customers to collect, transmit and sync data with their mobile electronic devices.

“Software” means any downloadable tools, software development kits or other such proprietary computer software provided by EasyMath or third-parties in connection with the Services, which may be downloaded by Customer, and any updates EasyMath may make to such Software from time to time by EasyMath, third-parties or the customer.

EasyMath Privacy Policy

Last updated: April 15th, 2017

Effective: April 15th, 2017

Introduction

The purpose of this Privacy Policy is to describe how 314 Easy Math, LLC. (“EasyMath,” “us,” “we,” or “our”) collects, uses and shares information about you through our U.S. online interfaces (e.g., websites and mobile applications) owned and controlled by us, including www.easymathapp.com (collectively referred to herein as the “Site”). Please read this notice carefully to understand what we do. If you do not understand any aspects of our Privacy Policy, please feel free to contact us at privacy@easymathapp.com. Your use of our Site is also governed by our Terms of Service .

This Privacy Statement (“Statement”) applies to persons anywhere in the world who use our apps or Services to request tutoring, education, or other on-demand services (“Users”). This Statement does not apply to information we collect from or about tutors, partner organizations/companies, or any other persons who use the EasyMath platform under license (collectively “Tutors”). If you interact with the Services as both a User and a Tutor, the respective privacy statements apply to your different interactions.

We collect information you provide directly to us, such as when you create or modify your account, request on-demand services, contact customer support, or otherwise communicate

with us. This information may include: name, email, phone number, postal address, payment method, school information, and other information you choose to provide.

Information We Collect Through Your Use of Our Services

When you use our Services, we collect information about you in the following general categories:

- **Transaction Information:** We collect transaction details related to your use of our Services, including the type of service requested, date and time the service was provided, amount charged, time tutored, and other related transaction details. Additionally, if someone uses your promo code, we may associate your name with that person.
- **Usage and Preference Information:** We collect information about how you and site visitors interact with our Services, preferences expressed, and settings chosen. In some cases we do this through the use of cookies, pixel tags, and similar technologies that create and maintain unique identifiers.
- **Device Information:** We may collect information about your mobile device, including, for example, the hardware model, operating system and version, software and file names and versions, preferred language, unique device identifier, advertising identifiers, serial number, device motion information, and mobile network information.
- **Conversation and SMS Data :** Our Services facilitate communications between Users and Tutors. In connection with facilitating this service, we receive conversation data, including the date and time of the conversation or automatic SMS message, the parties' phone numbers, and the content of the SMS message.
- **Log Information:** When you interact with the Services, we collect server logs, which may include information like device IP address, access dates and times, app features or pages viewed, app crashes and other system activity, type of browser, and the third-party site or service you were using before interacting with our Services.

Use of Information

We may use the information we collect about you to:

- Provide, maintain, and improve our Services, including, for example, to facilitate payments, send receipts, provide products and services you request (and send related information), develop new features, provide customer support to Users and Tutors, develop safety features, authenticate users, and send product updates and administrative messages;
- Perform internal operations, including, for example, to prevent fraud and abuse of our Services; to troubleshoot software bugs and operational problems; to conduct data analysis, testing, and research; and to monitor and analyze usage and activity trends;
- Send you communications we think will be of interest to you, including information about products, services, promotions, news, and events of EasyMath and other companies, where permissible and according to local applicable laws; and to process contest, sweepstake, or other promotion entries and fulfill any related awards;

- Personalize and improve the Services, including to provide or recommend features, content, social connections, referrals, and advertisements.

We may transfer the information described in this Statement to, and process and store it in, the United States and other countries, some of which may have less protective data protection laws than the region in which you reside. Where this is the case, we will take appropriate measures to protect your personal information in accordance with this Statement

Sharing of Information

We may share the information we collect about you as described in this Statement or as described at the time of collection or sharing, including as follows:

We may share your information:

- With third parties to provide you a service you requested through a partnership or promotional offering made by a third party or us;
- With the general public if you submit content in a public forum, such as blog comments, social media posts, or other features of our Services that are viewable by the general public;
- With EasyMath subsidiaries and affiliated entities that provide services or conduct data processing on our behalf, or for data centralization and / or logistics purposes;
- With vendors, consultants, marketing partners, and other service providers who need access to such information to carry out work on our behalf;
- In response to a request for information by a competent authority if we believe disclosure is in accordance with, or is otherwise required by, any applicable law, regulation, or legal process;
- With law enforcement officials, government authorities, or other third parties if we believe your actions are inconsistent with our User agreements, Terms of Service, or policies, or to protect the rights, property, or safety of EasyMath or others;
- In connection with, or during negotiations of, any merger, sale of company assets, consolidation or restructuring, financing, or acquisition of all or a portion of our business by or into another company;
- If we otherwise notify you and you consent to the sharing; and
- In an aggregated and/or anonymized form which cannot reasonably be used to identify you.

Your Choices

Account Information

You may correct your account information at any time by logging into your online or in-app account. If you wish to cancel your account, please email us at support@easymathapp.com. Please note that in some cases we may retain certain information about you as required by law, or for legitimate business purposes to the extent permitted by law. For instance, if you have a

standing credit or debt on your account, or if we believe you have committed fraud or violated our Terms, we may seek to resolve the issue before deleting your information.

Access Rights

EasyMath will comply with individual's requests regarding access, correction, and/or deletion of the personal data it stores in accordance with applicable law.

Promotional Communications

You may opt out of receiving promotional messages from us by following the instructions in those messages. If you opt out, we may still send you non-promotional communications, such as those about your account, about Services you have requested, or our ongoing business relations.

Cookies and Advertising

We also use or may use cookies and/or web beacons to help us determine and identify repeat visitors, the type of content and sites to which a user of our Site links, the length of time each user spends at any particular area of our Site, and the specific functionalities that users choose to use. Essentially, cookies are a user's identification card for the EasyMath servers. Web beacons are small graphic files linked to our servers that allow us to track your use of our Site and related functionalities. Cookies and web beacons allow EasyMath to serve you better and more efficiently, and to personalize your experience at our Site. Cookies and web beacons are not used to retain Personally Identifiable Information. From time to time we may also use additional typical methods of collecting data.

You should be able to control how and whether cookies will be accepted by your web browser. Most browsers offer instructions on how to reset the browser to reject cookies in the "Help" section of the toolbar. If you reject our cookies, many functions and conveniences of this Site may not work properly.

Confidentiality & Security of Personally Identifiable Information

We consider the confidentiality and security of your information to be of the utmost importance. We will use industry standard physical, technical and administrative security measures to keep your Personally Identifiable Information confidential and secure and will not share it with third parties, except as otherwise provided in this Privacy Policy, or unless we have good faith belief that such disclosure is necessary in special cases, such as a physical threat to you or others. Because the Internet is not a 100% secure environment we cannot guarantee the security of Personally Identifiable Information, and there is some risk that an unauthorized third party may find a way to circumvent our security systems or that transmission of your information over the Internet will be intercepted. It is your responsibility to protect the security of your login information. Please note that e-mails and other communications you send to us through our Site are not encrypted.

Changes to the Statement

We may change this Statement from time to time. If we make significant changes in the way we treat your personal information, or to the Statement, we will provide you notice through the Services or by some other means, such as email. Your continued use of the Services after such notice constitutes your consent to the changes. We encourage you to periodically review the Statement for the latest information on our privacy practices.

No Information from Children Under 13

EasyMath strongly believes in protecting the privacy of children. In line with this belief, we do not knowingly collect or maintain Personally Identifiable Information on our Site from persons under 13 years of age, and no part of our Site is directed to persons under 13 years of age. If you are under 13 years of age, then please do not use or access this Site at any time or in any manner. We will take appropriate steps to delete any Personally Identifiable Information of persons less than 13 years of age that has been collected on our Site without verified parental consent upon learning of the existence of such Personally Identifiable Information.

Contact Us

If you have any questions about this Privacy Statement, please contact us at privacy@easymathapp.com, or write us at 314 EASY MATH, LLC., Attn: Legal, 2300 N. Western, Amarillo, TX 79124