

Mathalicious Terms and Conditions **updated February 7th, 2014**

Scope of Terms. Below are the Terms of Use for the Mathalicious Platform available at www.mathalicious.com, including **all** the content therein. Reference to “Mathalicious” means the website and its services and products. Access to public and non-public areas of Mathalicious are provided in accordance with the following terms (“Terms”). By using Mathalicious, you electronically agree to be legally bound by the Terms, which govern your use of Mathalicious. If you don’t agree to them, that’s cool, but you’ll need to scoot along to other websites. Your failure to follow the Terms may result in suspension or termination of your access to Mathalicious.

1. Registering on Mathalicious. By creating an account on Mathalicious, you make the following promises.

- 1.1. You are who you say you are. Your email address is legit, meaning it’s a real email address and one that you check. Any information about your teaching placement is true. You will use a name that is your real name or an abbreviation of it, one that does not attempt to impersonate anyone else, and one that is not inappropriate.
- 1.2. Your Mathalicious Account is just for you, and should not be shared. You will not share your login credentials with others, nor will you give anyone permission to use materials that you accessed while you had an active license. As former teachers, we at Mathalicious know that sharing resources is an important part of collaboration, and we have provided some guidance in the next section on how to share appropriately.

2. Using Mathalicious.

- 2.1. You should use Mathalicious lessons and materials for as long as you have an active license. We can’t imagine you’ll ever want to cancel, but if you do allow your account to expire, you should delete any materials previously downloaded from Mathalicious.
 - 2.1.1. Free trial licenses and paid license are both active licenses. An expired license on Mathalicious.com is not an active license.
 - 2.1.2. When content is available for free on Mathalicious, you may use that without an active license.
- 2.2. You may use Mathalicious in your classroom for non-commercial purposes. You may not use, distribute, resell, sublicense, or assign your right to access or use Mathalicious content to any third party or as part of any commercial product or service without our explicit written permission. Any attempt to do so will be null and void and shall be considered a material breach of the Terms.
- 2.3. You may not attempt to reverse engineer any component of the Mathalicious website, including the content and concepts therein.

3. **Sharing Mathalicious.** As a group of former teachers, the folks at Mathalicious understand that collaboration is an important part of professional development. Below is some guidance on what is and is not acceptable sharing related to Mathalicious lessons:
 - 3.1. Please do blog about what happened in your classroom when you taught a Mathalicious lesson! This isn't just *allowed*, it's *encouraged*!
 - 3.2. Please do reference Mathalicious lessons and discuss your own experiences with them as the leader of professional development, as long as you are operating as a classroom teacher, school or district curriculum specialist or other non-commercial agent. If you are "selling" your professional development, then pay attention to the consultant guidelines below.
 - 3.3. Please do link to Mathalicious lesson pages on your website or blog. When you do this, give us a heads up by emailing holler@mathalicious.com.
 - 3.4. You should not post or share PDFs of downloadable materials – like student handouts, lesson guides, or old presentations -- from Mathalicious, EXCEPT YOU MAY share paper or digital copies of the Student Handout with students during the time you have an active License.
 - 3.5. You should not copy or reprint text directly from the lesson, including but not limited to text under the plan tab, teach tab, and reflect tab on each lesson page.
 - 3.6. Generally, do not make or attempt to make Mathalicious content accessible off of Mathalicious.com without explicit written permission from us to do so.
4. **Plan Eligibility.** The following terms determine which plans you are eligible for:
 - 4.1. Pay-what-you-can (PWYC) monthly license specific terms: By signing up for a monthly account, you promise that you are a teacher paying for Mathalicious out-of-pocket without promised reimbursement from your school or district. Homeschoolers, tutors, university professors, and private and public school teachers are all eligible for the PWYC account. As a teacher, you agree to use the time you're on a monthly subscription to convince your school or district to pay for your subscription. Consultants, curriculum writers and publishers, freelance professional development providers are not eligible for the monthly pay-what-you-can subscription.
 - 4.2. Maximum Monthly Rate Terms: If you are not eligible for the pay-what-you-can option, you may still elect to sign up for a monthly account with recurring payments; however, you must pay the *maximum* monthly rate that is available at the time of your registration. If you are ineligible for the pay-what-you-can monthly option and select anything other than the maximum amount selectable as a monthly option, Mathalicious may retroactively bill you at the maximum monthly rate available at the

time of your registration for the full period of your subscription, and you agree to pay this amount in lump sum upon 30 days of receiving the invoice.

5. Group Specific Terms

- 5.1. Group Managers have the ability to see profile information – like name, email address, teaching placement – for users in their group(s). Group Managers can not view or change passwords for users in their group(s).
- 5.2. Group Managers can see all payment information related to their group(s), including payments submitted by other Group Managers.
- 5.3. Group Managers may reassign licenses. When a Group Manager reassigns a license, the original license holder is removed from the group. Reassignment should be used to replace a user who should not be on the group license now or in the future. Reassignment should not be used to rotate or cycle through teachers. For example, you should not purchase reassign a license to one teacher for short-term use with the intention of reassigning it back to the original user.
- 5.4. Unused licenses are not refundable and do not roll over to the following licensing period. If you purchase more licenses than are assigned or activated during, you do not have a right to redeem those licenses in the future.

6. Annual Terms

- 6.1. Annual accounts are paid upfront. Your account will not be automatically billed in the future.
- 6.2. Once you have submitted payment for an annual account, you may not pause or cancel the subscription. Refunds for annual accounts will not be issued. The license expiration date will be one year from the payment submission date.
- 6.3. If you renew an annual account the renewal term begins immediately following the expiration of the current term. You may renew up to one year before your current expiration date. If you renew more than one year before your current expiration date, Mathalicious may opt to cancel and refund the future license extensions.

7. Pay-What-You-Can Monthly and Maximum Monthly License Terms

- 7.1. You must use a valid, personal credit card to register for a Pay-What-You-Can (PWYC) or Maximum Monthly Subscription; a Monthly Subscription authorizes an automatic payment on a certain Bill Date each month; that monthly payment purchases a License that is valid for one month and is extended for one additional month following a valid payment.

7.2. The credit card used will be processed through the secure payment gateway Stripe (www.stripe.com) or PayPal (www.paypal.com). By entering credit card information on The Mathalicious Platform, you agree to the Terms of Service of both payment gateways. You can find a copy of PayPal's Terms of Service here: <https://www.paypal.com/us/webapps/mpp/ua/useragreement-full> and a copy of Stripe's Terms of Service here: <https://stripe.com/us/terms>.

7.2.1. All accounts created after February 01, 2014 will be billed through Stripe. In this case, your card information will be stored as a token, and the complete card number will not be viewable by Mathalicious.

7.2.2. Accounts created before February 01, 2014 will be processed through PayPal until credit card information is updated. If you update credit card information on the Mathalicious platform after February 01, 2014, you will be billed through Stripe.

7.3. Your credit card will be automatically billed each month on a date posted under "My Profile."

7.4. You may cancel your subscription at anytime. When you cancel, your License will remain active through the end of the current billing cycle. You will know that you have successfully canceled your Mathalicious subscription when you receive an email confirmation from Mathalicious, and this serves as your proof of cancelation. If you do not receive an email, you have not canceled your account.

7.5. If you elect to pause a Pay-What-You-Can Monthly or Maximum Monthly subscription, your License will remain active through your current billing cycle. For example, if your account bills on February 02 and you cancel on February 06, your License will remain active through March 02.

8. Special Conditions for Consultants and Commercial Agents Signing up for Mathalicious.

We're excited that you've found Mathalicious and want to incorporate it into your work. That's great. Follow these guidelines on how you should and should not use Mathalicious outside of the classroom:

8.1. You may sign up for an annual account or for a monthly account billed at the maximum rate available at the time of your registration. You may not sign up for a pay-what-you-can monthly account for a rate lower than the maximum monthly rate available at the time of your registration.

8.2. Want to use Mathalicious as part of a professional development workshop? That's great! Just be sure that you make clear that the content you're presenting is the work of Mathalicious. You should not attempt to conceal or misrepresent authorship.

As a general rule, if you're getting paid to do something related to Mathalicious, you should ask for permission. You may not sell, distribute, license, or generally profit from any Mathalicious-authored content or content that you derive from Mathalicious-authored content without explicit permission from Mathalicious. For example, you may not accept payment to do a workshop about Mathalicious lessons without our permission to do so. That said, we're usually jazzed to hear that people are teaching Mathalicious lessons, so go ahead and ask! If we think you'll be able to positively represent Mathalicious lessons, then we'll not only give you permission, we might also give you a code that allows participants in your workshop to temporarily access Mathalicious lessons without entering credit card information.

Billing and payment

You promise that you have permission to use any credit card that you use on the site. When Purchase Orders (POs) are submitted for payment, invoicing and confirmation of payment happen off of the Mathalicious Platform. When a purchase order transaction is marked as "approved" that means the PO has been received; it does not reflect any information related to the receipt of actual payment. Purchase Orders will only be considered payment when a copy of the actual purchase order is received. By paying via purchase order, you promise to help Mathalicious collect on any outstanding invoices related to that purchase order.

9. Privacy

- 9.1. Mathalicious will never sell or distribute your contact information to people or companies outside of Mathalicious. That's shady.
- 9.2. When you post comments on Mathalicious, your name will appear with it. Anyone who visits Mathalicious will be able to see your comments with your name.
- 9.3. We do not ask for or store any student information. We do not collect student data.
- 9.4. When you cancel your account, your data remains on Mathalicious. If you would like your account permanently deleted, email the request to peaceouthomies@mathalicious.com, and we will delete your account information. Any data previously gathered related to your usage can not be deleted.

10. Commenting. Lessons include a "Reflect Tab" for teachers to share reflections, feedback, suggestions, and advice related to that lesson.

- 10.1. You should be nice and constructive. Mathalicious has sole discretion over what is appropriate and may delete any comments. If you say mean, rude, or inappropriate things on the "Reflect Tab," your commenting privileges and/or your entire License may be revoked, and your account may be canceled. Mathalicious retains total discretion on this matter. You are not entitled to any refund if this happens. You can think of it as a fine for being mean.

10.2. Oh the other hand, if you say brilliant, awesome, helpful things, we'll want to draw attention to them! We may use your reflections for marketing materials, trainings, or other purposes. By posting your comments to Mathalicious, you give Mathalicious permission to use what you have posted for free in perpetuity. (That means *forever and ever and ever* in lawyer-speak.)

10.3. You cannot delete or edit Comments after they are submitted. If you accidentally type your social security number in a comment field, you can email oopsididitagain@mathalicious.com to request that it be removed. You agree to tolerate a modest amount of mocking for failure to properly work the Internet.

11. Changes

11.1. Mathalicious may change the platform and/or the content at anytime.

11.2. Mathalicious may remove or change the terms of Licenses at any time.

12. **Copyright Infringement.** Mathalicious respects the intellectual property rights of others. If you believe you see an infringement of copyright on the site, please send an official claim to the following address:

Ginny Stuckey
Mathalicious
112 Fourth Street NE
Charlottesville, VA 22902

13. **Feedback.** If you choose to provide technical, business or other feedback to Mathalicious concerning the website or the content within it, Mathalicious will be free to use, disclose, reproduce, license, or otherwise distribute or exploit such Feedback in its sole discretion without any obligations or restrictions of any kind, including intellectual property rights or licensing obligations. You understand and agree that the incorporation by Mathalicious of Feedback into any of its products or services does not grant you any proprietary rights therein.

14. **Termination and Suspension.** Without limiting other remedies, Mathalicious may terminate or suspend your Mathalicious account or suspend your access to all or part of the Mathalicious website without notice if Mathalicious determines, in its sole and absolute discretion, that you have violated these Terms or have engaged in any conduct that Mathalicious believes is in violation of any applicable law or regulation or is otherwise harmful to the interests of Mathalicious, any other Mathalicious user, or any third party. You may discontinue your participation in and access to Mathalicious at any time.

15. **Modifications to Terms.** Mathalicious may, in its sole and absolute discretion, change these Terms from time to time. If you log in to Mathalicious after a change to these Terms of Use, we will advise you of the change. If you object to any such changes, your sole recourse will be to cease using Mathalicious. Continued use of Mathalicious following notice of any such changes will indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

16. **Password and Security.** You are responsible for maintaining the confidentiality of your Mathalicious password, and you are solely responsible for all activities that occur under your password. You agree to immediately notify Mathalicious of any unauthorized use of your password or any other breach of security related to Mathalicious. Mathalicious reserves the right to require you to alter your password if Mathalicious believes that your password is no longer secure. You agree that you will be solely responsible for any loss or damage you suffer as a result of your failure to adequately safeguard your password.

17. **Third Party Services; Integration and Links.** Mathalicious may integrate with or provide links to certain third party Internet sites and services (for example, Desmos, GeoGebra, Facebook and Twitter) (collectively, such third parties, "**Partners**"). The Partner services made available through the Mathalicious or the integration of such sites and services with Mathalicious are for your convenience only and do not signify the endorsement by Mathalicious of such Partner sites or services. YOU AGREE THAT TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, Mathalicious WILL HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY ACTS OR OMISSIONS BY PARTNERS, ANY PARTNER SERVICES OR SITES, OR ANY INFORMATION OR OTHER MATERIALS FOUND AT ANY OTHER WEBSITE OR INTERNET RESOURCE.

18. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

18.1. YOU EXPRESSLY AGREE THAT USE OF THE MATHALICIOUS PLATFORM IS AT YOUR SOLE RISK. THE MATHALICIOUS PLATFORM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. MATHALICIOUS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE MATHALICIOUS PLATFORM AND ALL PARTNER SERVICES (INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, AND NON-INFRINGEMENT). YOU UNDERSTAND AND AGREE THAT ANY DATA, SERVICES AND/OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE MATHALICIOUS PLATFORM IS DONE AT YOUR OWN DISCRETION AND

RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE ARISING THEREFROM. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM MATHALICIOUS OR THROUGH THE MATHALICIOUS PLATFORM WILL CREATE ANY WARRANTY FROM MATHALICIOUS NOT EXPRESSLY MADE HEREIN.

18.2. UNDER NO CIRCUMSTANCES WILL MATHALICIOUS OR ITS OFFICERS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, AGENTS, OR LICENSORS BE LIABLE UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STATUTORY, OR OTHERWISE) FOR ANY DAMAGES WHATSOEVER, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF MONEY, REVENUES, PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SUCH PARTIES WERE ADVISED OF, KNEW OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM YOUR (OR ANYONE USING YOUR ACCOUNT'S) USE OF THE MATHALICIOUS PLATFORM.

18.3. IF, NOTWITHSTANDING THESE TERMS OF USE, MATHALICIOUS IS FOUND TO BE LIABLE, LIABILITY OF MATHALICIOUS AND ITS OFFICERS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, AGENTS, OR LICENSORS TO YOU OR TO ANY THIRD PARTY IS LIMITED TO ONE HUNDRED U.S. DOLLARS (\$100).

19. **Disclaimer of Warranties. Exclusions and Limitations.** Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent that MATHALICIOUS may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of MATHALICIOUS'S liability will be the minimum permitted under such applicable law.

20. **Indemnification.** You agree to indemnify, defend, and hold harmless MATHALICIOUS and its officers, directors, employees, consultants and agents from and against any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees) that such parties may incur as a result of or arising from your (or anyone using your account's) violation of these Terms. MATHALICIOUS reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with MATHALICIOUS'S defense of such claim.

21. **Trademarks.** "MATHALICIOUS" and the MATHALICIOUS logo, and certain other of the names, logos, and materials displayed in the MATHALICIOUS PLATFORM, may constitute trademarks, trade names, or service marks ("**Marks**") of MATHALICIOUS or other entities. You are not authorized to use any such Marks. Ownership of all such Marks and the goodwill associated therewith remains with MATHALICIOUS or those other entities.

22. **Copyrights; Restrictions on Use.** The content on the MATHALICIOUS PLATFORM (the "**Content**"), including without limitation, the graphs, text and graphics, is protected under United States and international copyright laws, is subject to other intellectual property and proprietary rights and laws, and is owned by MATHALICIOUS or its licensors. The Content may not be copied, modified, reproduced, republished, posted, transmitted, sold, offered for sale, or redistributed in any way without the prior written permission of MATHALICIOUS and its applicable licensors; and (b) you must abide by all copyright notices, information, or restrictions contained in or attached to any Content.
23. **Governing Law.** These Terms of Use and the relationship between you and Mathalicious shall be governed by the laws of the State of Virginia as if you signed these Terms of Use in Virginia. The provisions of these Terms of Use that conflict with or are inconsistent with applicable governing law will be superseded and/or modified by such applicable law only to the extent such provisions are inconsistent. The parties agree to submit to the federal or state courts in and for Virginia for exclusive jurisdiction of any dispute arising out of or related to your use of the Site or your breach of these Terms of Use.
24. **Execution of Agreement.** Your continued use of Mathalicious constitutes your acceptance of these Terms as a legal contract and the equivalent of an electronic signature. Natural persons executing this contract warrant and represent that they are at least eighteen (18) years of age. Users and the person executing this Agreement on behalf of any user that is a proprietorship, corporation, partnership or other entity, represent that such Person is duly authorized by all necessary and appropriate corporate or other action to execute this contract on behalf of the user.