

TERMS OF USE

The [Website](#) contains material that is protected by copyright, trademark and other intellectual property laws. Unless otherwise specified, the Website and all content on the Website are intended for your personal, noncommercial use only. You may not modify, copy, reproduce, republish, upload, post, transmit or distribute in any way any material from the Website except as provided in these Terms of Use. You may download material from the Website and may use the Website for your personal, non-commercial use only, provided you keep intact all copyright and other proprietary notices. You may not republish any content from the Website, distribute any content to others, modify, sell or otherwise use the content or decompile, reverse engineer or disassemble any software or other products or processes accessible at the Website. Your license to use the Website is contingent upon your compliance with these Terms of Use.

You agree to use the Website in accordance with these Terms of Use. Accessing the Website, in any manner, for the purpose of obtaining information, technical or otherwise, constitutes use of the Website such that these Terms of Use bind the party accessing the Website. TouchMath may need to change these Terms of Use or impose new conditions on use of the Website, from time to time, in which case we will post the revised Terms of Use on the Website. By continuing to use the Website after we post any such changes, you accept the Terms of Use, as modified.

You may establish a hypertext link to the Website so long as the link does not state or imply any sponsorship of your site by TouchMath. However, you may not, without the prior written permission of TouchMath, frame any of the content of the Website, or incorporate into another website any material from the Website.

LICENSE TO TOUCHMATH

By posting messages, uploading files, or otherwise providing any material for display or use on the Website, you are representing that you are the owner of the material, or are making your submission with the consent of the owner of the material, and that all information you provide is true, accurate, current and complete and does not violate these Terms of Use. In addition, when you post a message, upload a file, or otherwise provide us with material for display or use on the Website, you are granting TouchMath a perpetual, irrevocable, royalty-free, non-exclusive, worldwide license, with the right to use, copy, sublicense, modify, adapt, transmit, distribute, publicly perform or display such material. The foregoing grants shall include the right to exploit any proprietary rights in such material, including but not limited to rights under copyright, trademark, service mark or patent laws in any jurisdiction. All rights in this paragraph are granted without compensation of any sort to you.

DISCLAIMERS AND LIMITATION OF LIABILITY

The Website may include links and pointers to Internet sites, content and services provided by third parties. TouchMath's linking to any third party sites does not imply an endorsement or sponsorship of such sites or the information, products or services offered on or through the sites. In addition, TouchMath does not operate or control in any respect any

TouchMath
Terms of Use

information, products or services that third parties may provide on or through the Website or on web sites linked to by TouchMath.

USE OF THE WEBSITE IS AT YOUR OWN RISK. THE MATERIALS, INFORMATION, PRODUCTS AND SERVICES OFFERED ON OR THROUGH THE WEBSITE AND ANY THIRD-PARTY SITES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, TOUCHMATH DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TOUCHMATH DOES NOT WARRANT THAT THE WEBSITE OR ANY OF ITS FUNCTIONS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY PART OF THE WEBSITE, OR THE SERVERS THAT MAKE SERVICES AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ASSUME THE ENTIRE COST OF ALL NECESSARY MAINTENANCE, REPAIR OR CORRECTION. TOUCHMATH DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE WEBSITE OR MATERIALS ON THE WEBSITE OR ON THIRD-PARTY WEBSITES IN TERMS OF THEIR CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY OR OTHERWISE. TOUCHMATH ASSUMES NO LIABILITY FOR THE CONTENT OF THE WEBSITE AND DOES NOT REPRESENT OR WARRANT THAT USE OF THE CONTENT WILL NOT INFRINGE RIGHTS OF THIRD PARTIES. TOUCHMATH HAS NO RESPONSIBILITY OR LIABILITY FOR ACTIONS OF THIRD PARTIES OR FOR CONTENT PROVIDED BY OTHERS. IN NO EVENT SHALL TOUCHMATH, ITS AFFILIATES, EMPLOYEES, AGENTS OR CONTENT PROVIDERS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY AMOUNT OF DIRECT DAMAGES IN EXCESS OF \$100. (Since some states do not allow the exclusion or limitation of certain categories of damages, the above limitation may not apply to you. In such states, the liability of TouchMath is limited to the fullest extent permitted by such state law.)

The Website may contain facts, views, opinions, statements and recommendations of third party individuals and organizations. TouchMath does not represent or endorse the accuracy or reliability of any advice, opinion, statement or other information on the Website and use of or reliance on such advice, opinion, statement or other information is at your own risk.

ONLINE COMMERCE

When you purchase products or services on or through the Website, you may be subject to additional terms and conditions that specifically apply to your purchase or use of such products or services. If you have any questions about these additional terms and conditions, you should contact TouchMath directly.

You agree to be financially responsible for all purchases made by you or someone acting on your behalf through the Website. You agree to use the Website and to purchase services or products through the Website for legitimate, non-commercial purposes only. You agree to only purchase goods or services for yourself or for another person for whom you are legally permitted

TouchMath
Terms of Use

to do so. When making a purchase for a third party that requires you to submit the third party's personal information to TouchMath, you represent that you have obtained the express consent of such third party to provide such third party's Personally Identifying Information ("PII") as defined and set forth in the Website's [Privacy Policy](#).

INDEMNIFICATION

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS, TOUCHMATH AND ITS PARTNERS, AFFILIATES, SUPPLIERS, LICENSORS, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, AGENTS AND CONTENT PROVIDERS FROM ANY AND ALL CLAIMS, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR DEFAMATION, TRADE DISPARAGEMENT, PRIVACY AND INTELLECTUAL PROPERTY INFRINGEMENT, AND DAMAGES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ARISING FROM OR RELATING TO 1) CONTENT OR INFORMATION YOU PROVIDE; 2) TOUCHMATH' USE OF CONTENT OR INFORMATION YOU PROVIDE; 3) CONTENT OR INFORMATION TRANSMITTED THROUGH YOUR PASSWORD ACCOUNT, EVEN IF NOT TRANSMITTED BY YOU; AND 4) ANY VIOLATION OF THESE TERMS OF USE BY YOU.

REGISTRATION

To use certain features of the Website, you must register with TouchMath. You agree (a) to provide true, accurate, current and complete information about yourself, and (b) to maintain and promptly update the information you provide to keep it true, accurate, current and complete. If TouchMath believes such information is untrue, inaccurate, not current, or incomplete, TouchMath has the right to suspend or terminate your account and refuse any and all current or future use of the Website by you.

TOUCHMATH PRIVACY POLICY

Registration data, including Personally Identifying Information ("PII"), and other information provided by you in connection with use or access to the Website is subject to our [Privacy Policy](#), the terms of which are incorporated into these Terms of Use by reference.

PASSWORDS

To use certain features of the Website, you may need a username and password, which you will receive through the Website's registration process. You are responsible for maintaining the confidentiality of the password and account and for restricting access to your account and password, and are responsible for all activities (whether by you or by others) that occur under your password or account. If TouchMath believes that you are violating these Terms of Use or giving away your username and password, TouchMath has the right to suspend or terminate your account and refuse any and all current or future use of the Website by you. You agree to notify us immediately of any unauthorized use of your password or account or any other breach of security, and to ensure that you exit from your account at the end of each session. TouchMath will not be liable for any loss or damage arising from your failure to protect your password or account information.

TERMINATION

TouchMath may terminate or restrict your use of the Website or any part of the Website at any time for any reason without notice. In the event of termination, you are no longer authorized to access the part of the Website affected by such termination or restriction.

MISCELLANEOUS

These Terms of Use constitute the entire agreement between TouchMath and you with respect to the subject matter contained in these Terms of Use and supersede all previous and contemporaneous agreements, proposals and communications, written and oral. These Terms of Use shall be governed by and construed in accordance with the laws of the State of Colorado without giving effect to any of its conflicts of law provisions. You agree that any cause of action relating to your use of the Website must be filed in the state or federal courts located in Denver, Colorado. TouchMath may transfer its rights and obligations under the Terms of Use at any time without notice. If any provision of these Terms of Use shall be held to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions. Any failure of TouchMath to enforce or exercise any provision of these Terms of Use shall not constitute a waiver of that right or provision. In the event of termination of these Terms of Use for any reason, the provisions entitled Disclaimers And Limitation Of Liability, Indemnification, and other provisions for which survival is equitable or appropriate, shall survive.

Last updated: December 6, 2016