

**iQEDucator.com**  
**Terms and Conditions of Use**  
Revised: June 15, 2020

**Section I – Definitions**

- 1.1 **Services:** Welcome to the iQEDucator.com website (“Website”). Our Website is directed only at teachers, educators, and school districts for educational and learning purposes (“Services”).
- 1.2 **Notice:** You, as a user, parent, teacher, or school administrator, hereby agree to accept and to be bound by these Basic Terms and Conditions of Use and the Privacy Policy. The use of our Website for educational purposes by students under the age of 13 is permitted only after a parent, teacher, or school administrators has provided prior consent. Please read this Notice carefully before using our Services. By viewing, downloading, or otherwise using our Services, you are agreeing to be bound by the following terms and conditions of use, which together with our Privacy Policy govern the relationship between you and the Provider of the Services. You may enroll in, and use this Service only if you have legal capacity to contract with us, or have prior permission from a parental guardian, teacher, or school administrator, if applicable, and only in compliance with this Agreement and all applicable local, state, national, and international laws, rules and regulations. The Service is not available to anyone previously removed from the Service by us.
- 1.3 **Privacy Policy:** Access our Privacy Policy here: <https://app.iqeducator.com/home/Privacy>. Although we do not direct our Website primarily to children under the age of 13, we may ask your age in order to ensure that we are able to provide proper parental notice and obtain consent.
- 1.4 **Changes:** We reserve the right to, in our sole discretion, change, modify, add, or delete portions of this Notice at any time. We will provide notice of such changes only by posting the updated Notice on our Website and changing the “last updated” date associated with this Notice. This Notice applies exclusively to your access to, interaction with, and use of, our Services and does not alter in any way the terms or conditions of any other agreement you might have with us or our provided Services. We encourage you to review our Notice each time you visit our site to check if it has been updated since your last visit. If you have any questions or comments regarding the use of the Website, please direct your questions or comments to us using <https://app.iqeducator.com/home/Feedback>.
- 1.5 **Company/Provider:** K2/L1 Enterprises, LLC., a Washington State limited liability company, is the owner and Provider of these Services. The Company’s office is located at 22610 94<sup>th</sup> St. E., Buckley, WA 98321. The Company is also referenced as “us” or “we” or “our” within this Notice.
- 1.6 **User:** You are the User if you are a teacher, school administrator, user, subscriber, or you view, interact with, or purchase our Services. The User is also referenced as “you” or “your” within this Notice.

- 1.7 **Submitted Item:** Any post, photograph, image, GIF, video, “favorites” list, comments, feedback, postcards, suggestions, notes, and other information, content or material, or other item that you or your agents disclose, email, fax, offer, text, or post to the Website, or us.
- 1.8 **Third-Party Posted Information.** We do not endorse, verify or guarantee the validity of any material or information posted through our Services by other parties.

**Section II – Use of Services.** The use of our Services is subject to the following terms of use:

- 2.1 The content of the pages of the Website is for your general information and use only. It is subject to change without notice.
- 2.2 Subject to these terms and conditions of use and our privacy policy, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to use the Service for your personal, noncommercial use. We reserve all rights not expressly granted herein, and the right to terminate this license at any time for any reason or no reason at all.
- 2.3 You may never use another User’s account without permission. You must provide accurate and complete information during the account creation process. You alone are responsible for the activity that occurs on your account. The effectiveness and security of your password is your responsibility. You hereby represent and warrant that you shall only install, operate and use our Services on a device that you own.
- 2.4 Your use of any information or materials on the Website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through our Services meet your specific requirements. To the extent allowable by law, neither we, nor any other party involved in creating, producing, or delivering our Services is liable for any direct, incidental, consequential, indirect, or punitive damages arising out of your access to, or use of, our Services. We also assume no responsibility, and shall not be liable for, any damages to, or viruses that may infect, your computer equipment or other property on account of your access to, use of, or browsing on the Website, or your downloading of any materials, data, text, images, video, or audio. The Website does not verify the accuracy of, endorse or guarantee the validity of any material or information provided to you or posted by other parties through our Services. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WE DO NOT REPRESENT OR WARRANT THAT MATERIALS ON THIS WEBSITE ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE. WE ARE NOT RESPONSIBLE FOR ANY INACCURACIES THEREIN, NOR IF YOUR DEVICE FAILS TO OPERATE FOR ANY REASON.
- 2.5 By offering Submitted Items through our Services, either online or offline, whether or not solicited by us, the Website, you hereby grant to us, an irrevocable, nonexclusive, perpetual, worldwide, royalty-free right and license to use, display, publicly perform,

modify, reproduce, publish, distribute, make derivative works of, sublicense, and otherwise exploit your Submitted Items and all copyright, trade secret, trademark, or other intellectual property rights therein, in any manner or medium now existing or hereafter developed (including but not limited to print, film, or electronic storage devices). You hereby represent and warrant (A) you have all necessary right, power, and authority to grant the license set forth herein to your Submitted Item, and (B) your Submitted Item does not violate, misappropriate, or infringe any copyright, trade secret, trademark or other intellectual property right of any third-party. You will take, at our expense, any further action (including, without limitation, execution of affidavits and other documents) reasonably requested by us to effect, perfect, and confirm the license granted to us to your Submitted Item as set forth herein. Publication, distribution, or use of any Submitted Items is at our sole discretion and we are under no obligation to publish, distribute, or use any Submitted Item. If your Submitted Item is published, distributed, or used, we may include your name, likeness, photo or biographical information in conjunction with such publication, posting, or use. By submitting, disclosing, or offering a Submitted Item, you hereby grant us the right to use your name, likeness, photograph, or biological information in connection with the publication, use, distribution, or posting of your Submitted Item.

- 2.6 The trademarks, designs, copyrights, logos and service marks ("Marks") displayed on the Website are the property of us and other parties. You are prohibited from using any Marks for any purpose including, but not limited to use as metatags on other pages or websites on the World Wide Web without our written permission or such third-party, which may own the Marks. All information and content located on the Website is protected by copyright. You are prohibited from modifying, copying, distributing, transmitting, displaying, publishing, selling, licensing, creating derivative works or using any Content available on or through our Services for commercial or public purposes. Unauthorized use of our Services may give rise to a claim for damages and/or be a criminal offense.
- 2.7 You agree to indemnify, defend and hold us, our subsidiaries and affiliates, and their respective officers, directors, owners, agents, information providers and licensors (individually, the "Indemnified Party" or collectively, "Indemnified Parties") harmless from and against any and all claims, liability, losses, costs and expenses (including attorneys' fees) incurred by any Indemnified Party related to or arising from any non-compliance or violation of these terms of service, and/or in connection with your use of the Services. We reserve the right, at our 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 our defense of such claim.
- 2.8 We use third-party service providers. By making use of some or all of our Services, you hereby consent and authorize us to delegate the authorizations and share the information you provide to us with our Third-Party Service Provider(s) to the extent required to provide the Services to you.
- 2.9 This Website uses the following Third-Party Providers: PayPal, Inc. By using our Services, you agree to abide by the Terms of Service and Privacy Policies of our Other Service

Providers, which can be found at the following addresses:  
<https://www.paypal.com/us/webapps/mpp/ua/privacy-full>;  
<https://www.paypal.com/us/webapps/mpp/ua/legalhub-full>.

- 2.10 Our Services may provide links to other sites by allowing you to leave our Website to access third-party material or by bringing third-party material into our Website via “inverse” hyperlinks and framing technology (a “Linked Site”). We have no discretion to alter, update, or control the content on a Linked Site. The fact that the Website has provided a link to a site is not an endorsement, authorization, sponsorship, or affiliation with respect to such site, its owners, or its providers. There are inherent risks in relying upon, using or retrieving any information found on the internet, and we urge you to make sure you understand these risks before relying upon, using, or retrieving any such information on a Linked Site.
- 2.11 All content, products and services on the Website, or obtained from a Linked Site are provided to you “AS IS” without warranty of any kind either express or implied including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose, title, non-infringement, security or accuracy. WE DO NOT REPRESENT OR WARRANT THIS WEBSITE, OUR SERVER(S), THIRD-PARTY PROVIDERS, OR YOUR DEVICES ARE, OR WILL REMAIN, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ACKNOWLEDGE YOUR USE OF THE WEB SITE AND CONTENT IS AT YOUR SOLE RISK. OUR SERVICES ARE NOT INTENDED TO DIAGNOSE, TREAT, OR OTHERWISE RESPOND TO ANY MEDICAL CONDITION OR LEARNING DISABILITY, AND ARE FOR EDUCATIONAL AND LEARNING PURPOSES ONLY.
- 2.12 We do not endorse and are not responsible for (a) the accuracy or reliability of an opinion, advice or statement made through the Website by any party other than us, (b) any content provided on Linked Sites or (c) the capabilities or reliability of any product or service obtained from a Linked Site. Other than as required under applicable consumer protection law, under no circumstance will we be liable for any loss or damage caused by your reliance on information obtained through the Website or a Linked Site, or your reliance on any product or service obtained from a Linked Site. It is your responsibility to evaluate the accuracy, completeness or usefulness of any opinion, advice or other content available through the Website, or obtained from a Linked Site. Please seek the advice of professionals, as appropriate, regarding the evaluation of any specific opinion, advice, product, service, or other content.
- 2.13 The information, software, products and descriptions of services published on the Website, or a Linked Site, may include inaccuracies or typographical errors, and we specifically disclaim any liability for such inaccuracies or errors. We do not warrant or represent that the content on the Website is complete or up-to-date. We are under no obligation to update the content on the Website. We may change the content on the Website at any time without notice. We may make improvements or changes to our Services at any time.

- 2.14 You agree that the we, and our affiliates and any of their respective officers, directors, members, employees, or agents will not be liable, whether in contract, tort, strict liability or otherwise, for any indirect, punitive, special, consequential, incidental or indirect damages (including without limitation lost profits, cost of procuring substitute service or lost opportunity) arising out of or in connection with the delay or inability to use our Services or a Linked Site, or with the delay or inability to use the Website, or a Linked Site, even if we are made aware of the possibility of such damages. This limitation on liability includes, but is not limited to, the transmission of any viruses which may infect your equipment, failure of mechanical or electronic equipment or communication lines, telephone or interconnect problems (e.g., you cannot access your internet service provider), unauthorized access, theft, operator errors, strikes or other labor problems or any force majeure. We cannot and do not guarantee continuous, uninterrupted or secure access to the Website.
- 2.15 It is your exclusive obligation to maintain and control passwords and login information to, and for, your account. You are exclusively responsible for all activities that occur in connection with your user name and password. You agree to immediately notify us of any unauthorized uses of your user name and password or any other breaches of security. We will not be liable for any loss or damages of any kind, under any legal theory, caused by your failure to comply with the foregoing security obligations or caused by any person to whom you grant access to your account.
- 2.16 We reserve the right to remove without notice any content, post or submission to our Website that does not comply with our Community Standards, which can be found at: <https://app.iqeducator.com/home/legal>. By using our Services, you agree to comply with these Community Standards, and as they may be amended from time to time, and your failure to do so may result in the deletion of your account and the permanent prohibition from future use of our Services.
- 2.17 You agree not to engage in any of the following forbidden activities: (1) collecting or harvesting any personally identifiable information from the Service; (2) transmitting or engaging in spam, chain letters, or other unsolicited correspondence; (3) taking any action that imposes or may impose an unreasonable load upon our infrastructure; (4) copying, distributing, or disclosing any part of the Service in any medium and through any means; (5) using any automated system, including “bots,” to access the Service in any manner; (6) interfering, or attempting to interfere, or otherwise compromising the Service’s system integrity or security; (7) deciphering any transmissions to or from the servers, computers, or mobile devices running the Service; (8) uploading viruses, malware, or other software agents through the Service; (9) using the Service for any commercial purposes; (10) impersonating another person or otherwise misrepresenting yourself while using the Service; (11) interfering with the Service’s ability to properly function; or (12) bypassing the measures we may use to prevent or restrict access to, or promote the security of, the Service; and (13) using our Services as a child under the age of 13 without parental or teacher consent.

- 2.18 You may not modify, disassemble, decompile or reverse engineer the Website or any aspect of our Services. Any attempt by you to transfer any of the rights, duties or obligations discussed in this terms of service is void.
- 2.19 The Website originates in the United States, and is subject to its export laws and regulations. You agree to abide by all United States and foreign laws related to use of the Service.
- 2.20 We collect data in a form that does not, on its own, permit direct association with any specific individual. By using our Service, you hereby grant us the right to access, collect, use, transfer, and disclose non-personal information for any purpose. We may collect information such as occupation, language, zip code, area code, unique device identifier, referrer URL, location, and the time zone where our Service is used so that we can better understand customer behavior and improve our products.

### **Section III – Dispute Resolution**

- 3.1 In the event of disputes resulting from the use of our Services, the parties will first consult together with a view to resolve the dispute amicably.
- 3.2 If the parties are unable to resolve a dispute amicably, it will be referred to the Superior court in King County, Washington.
- 3.3 Your use of our Services and any dispute arising out of such use of the Website is subject to the laws of King County, Washington, United States of America and applicable federal law without regard to conflicts of laws principles.

### **Section IV - Copyright Complaints. (DMCA Takedown Requests)**

- 4.1 Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement must be sent to Service Provider’s Designated Agent.

Notification must be submitted to the following Designated Agent:

Service Provider:	UNITED STATES CORPORATION AGENTS INC
Name of Agent Designated to Receive Notification of Claimed Infringement:	
Full Address of Designated Agent to Which Notification Should be Sent:	14205 SE 36 <sup>th</sup> ST STE 100-288 BELLEVUE, WA 98006-1553 USA
Telephone Number of Designated Agent:	
E-Mail Address:	

- 4.2 To be effective, the notification must be a written communication that includes the following:

- a) A physical or electronic signature of person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- b) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- c) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- d) Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- e) A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- f) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

4.3 K2/L1 Enterprises, Inc. may give notice of a claim of copyright infringement to our users by means of a general notice on the Website, electronic mail to a user's e-mail address in our records, or by written communication sent by first-class mail to a user's address in our records. K2/L1 Enterprises, Inc., may, within its sole discretion, terminate authorization of users of its Services who are repeat infringers.