

Website Terms of Use

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Acceptance of the Terms of Use

Welcome to the website of CPM Educational Program (“CPM”, “we” or “us”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these “**Terms of Use**”), govern your access to and use of CPM.ORG, including any Licensed Content (defined below), functionality and services offered on or through CPM.ORG (the “**Website**”), whether as a guest or an authorized end user (collectively, “**users**”).

Please read the Terms of Use carefully before you start to use the Website. **By using the Website, you accept and agree to be bound and abide by these Terms of Use and our [Privacy Policy](#), incorporated herein by reference.** If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Website.

This Website is offered and available for non-commercial educational purposes to users who generally are 13 years of age or older, and reside in the United States or any of its territories or possessions, subject to the license agreement his/her school district or school has entered into with CPM (“**License Agreement**”) for use of the Licensed Content (as such term is defined in the License Agreement, or if no License Agreement exists, “**Licensed Content**” shall mean all CPM materials, including, without limitation, discrete chapters, worksheets, text, images, video, audio, and any other content in the materials made available to users through this Website). By using this Website, you represent and warrant that you meet the applicable foregoing eligibility requirements. If you do not meet the applicable requirements, you must not access or use the Website.

Acceptance of the Terms of Use for Users under 13 Years Old

For users who are under 13 years old (or who are considered minors in their jurisdiction), the user’s parent or legal guardian (“Parent”) is responsible for accepting and complying with the Terms of Use. The Parent is also responsible for knowing such user’s password (if applicable) and shall ensure the Website is being used appropriately. CPM’s [Privacy Policy](#) describes the type of information that may be collected from users, and for users under 13 years old (or who are considered minors in their jurisdiction) the Parent is responsible for reviewing and understanding the Privacy Policy, and for providing consent for such users to use the Website.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter.

Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

Accessing the Website and Account Security

Subject to the License Agreement and other applicable agreements (including the eBook Terms of Use, End User Terms of Use, Purchase Agreement, and Privacy Policy, collectively the “Other Agreements”), we reserve the right to withdraw or amend this Website, and any service, Licensed Content, or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, by users.

You are responsible for:

- Making all arrangements necessary for you to have access to the Website.
- Ensuring that all users who access the Website through your Internet connection are aware of these Terms of Use and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete. You agree that all information you provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by our [Privacy Policy](#), and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a username, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your username, password or other security information. You agree to notify us immediately of any unauthorized access to, or use of, your username or password, or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any username, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

For users under 13 years old (or who are considered minors in their jurisdiction), please refer to the section entitled “*Acceptance of the Terms of Use for Users under 13 Years Old*,” above.

Intellectual Property Rights

The Website and its Licensed Content, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by CPM, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

Unless otherwise provided in the License Agreement or any Other Agreement between CPM and your school district, school or you, these Terms of Use permit you to use the Website for your personal, non-commercial educational use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print one copy of a reasonable number of pages of the Website for your own personal, non-commercial educational use and not for further reproduction, publication or distribution or any commercial use.

You must not do any of the following without the permission of CPM:

- Modify or reformat copies of any materials or Licensed Content available on this Website.
- Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this site, or hold out the Licensed Content or any other materials (including, without limitation, CPM’s recommended teaching methods) as your own.
- Develop your own teaching methods and hold them out as CPM-recommended methods because CPM offers extensive training for teachers and math professionals to ensure the materials are taught in a consistent manner for all students.

You must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website.

If you wish to make any use of material on the Website other than that set out in this section, please address your request to: cpm@cpm.org.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by CPM. Any use

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Trademarks

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Prohibited Uses

You may use the Website only for lawful educational and academic purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To send, knowingly receive, upload, download, use or re-use any material in a manner which/that does not comply with its intended educational use set out in these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail”, “chain letter” or “spam” or any other similar solicitation.
- To impersonate or attempt to impersonate CPM, a CPM employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or usernames associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Website, or which, as determined by us, may harm CPM or users of the Website or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other user’s authorized use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

User Contributions

The Website may contain message boards, forums, bulletin boards, the ability for users to link or copy the Licensed Content or materials, and other interactive features (collectively, “Interactive Services”) that allow users to post, submit, publish, display or transmit to other users or other persons (collectively, “post”) Licensed Content or materials (collectively, “User Contributions”) on or through the Website.

All User Contributions must comply with the Content Standards set out in these Terms of Use. Any User Contribution you post on or through the Website will be considered non-confidential and non-proprietary. By providing any User Contribution on or through the Website, you grant CPM, and our licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any

such material for any purpose. You represent and warrant that (1) you own or control all rights in and to the User Contributions and have the right to grant the license granted above to CPM and our licensees, successors and assigns; and (2) all of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not CPM, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness. CPM is not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other users of the Website.

Monitoring and Enforcement; Termination

CPM has the right to: (1) remove or refuse to post or allow the linking to any User Contributions for any or no reason in its sole discretion; (2) take any action (including, without limitation, any legal action) with respect to any User Contribution that CPM deems necessary or appropriate in its sole discretion; and (3) terminate or suspend your access to all or part of the Website for any or no reason.

Without limiting the foregoing, CPM has the right to fully cooperate with any law enforcement authorities or court order requesting or directing CPM to disclose the identity or other information of anyone posting any materials on or through the Website. YOU HEREBY WAIVE AND HOLD HARMLESS CPM (AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS) FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

CPM will not undertake to review all material before it is posted on or through the Website, and CPM cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, CPM assumes no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. CPM has no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Content Standards

These Content Standards apply to any and all User Contributions and use of Interactive Services. User Contributions must, in their entirety, comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote any illegal activity, or advocate, promote or assist any unlawful act, or promote any sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, age, or any other protected class.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of CPM or any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy.
- Impersonate any person, misrepresent your identity or affiliation with any person or organization, or be likely to deceive or mislead any person.
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.
- Give the impression that the User Contributions emanate from or are endorsed by CPM or any other person or entity, if this is not the case.

Reliance on Information Posted

The information presented on or through the Website is made available for general information and educational purposes for the users. While we endeavor to provide accurate and error-free educational materials, we cannot and do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its

contents.

Changes to the Website

We may update the content on this Website from time to time, but the content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material unless such obligation is provided in the applicable License Agreement or any Other Agreement.

Information About You and Your Visits to the Website

All information we collect on this Website is subject to our [Privacy Policy](#). By using the Website, you consent (or for users who are under 13 years old (or who are considered minors in their jurisdiction), the Parent consents) to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Online Purchases and Other Terms and Conditions

All purchases through our site or other transactions for the sale of textbooks, related materials or information through the Website or as a result of visits made by you are governed by our Purchase Agreement, which is hereby incorporated into these Terms of Use.

Additional terms and conditions of any Other Agreement may also apply to specific portions, services or features of the Website. All such additional terms and conditions are hereby incorporated by this reference into these Terms of Use.

Linking to the Website

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our prior written consent.

You must not:

- Establish a link from any website that is not owned by you.
- Cause the Website or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site.
- Link to any part of the Website other than the homepage.
- Otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

We may disable any links at any time without notice in our discretion.

Links from the Website to Third Party Sites and Resources

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Limitation on Liability

IN NO EVENT WILL CPM, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY MATERIALS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify and hold harmless CPM, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable

attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, any use of the Website's Licensed Content, materials, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Website.

Governing Law and Jurisdiction

All matters relating to the Website and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims) shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any of its choice or conflict of law provisions or rules.

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of California in each case located in the City of Sacramento and County of Sacramento. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability

No waiver by CPM of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of CPM to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement and Order of Precedence

To the extent applicable, the Website Terms of Use, the Privacy Policy, the License Agreement, eBook Terms of Use, End User Terms of Use, and Purchase Agreement constitute the sole and entire agreement between you and CPM with respect to the Website, the Licensed Content, and any other materials available through the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website and the Licensed Content. Should any conflict or ambiguity arise between the Terms of Use and any Other Agreement, the following order of precedence shall apply: (1) License Agreement; (2) Purchase Agreement; (3) eBook Terms of Use or End User Terms of Use, whichever is applicable, (4) Website Terms of Use; and (5) Privacy Policy.

Reporting Claims of Copyright Infringement

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Your Comments and Concerns

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