



Terms of Services

ACCEPTANCE OF TERMS

Welcome to Every Child Grows, Inc. and its Underwater Math product. Our services are made available to you on the following terms and conditions. When utilizing specific services offered by Underwater Math, both you and Every Child Grows, Inc. will be bound by any relevant guidelines or rules that apply to such services. Every Child Grows, Inc. reserves the right to update these conditions at any time, with or without notice.

DESCRIPTION OF SERVICE

Underwater Math offers an online platform that provides users with access to assessments and progress tracking for students. To use our service, an internet connection is required. All new features, enhancements or newly released services, including Underwater Math, are subject to these Terms of Service (TOS). Please be aware that our services are provided "AS-IS" and Every Child Grows, Inc. does not assume responsibility for the accuracy, timeliness, or completeness of our offerings.

REGISTRATION REQUIREMENTS

To create an account with Underwater Math, you must be a school teacher or administrator. By using Underwater Math's services, you agree to provide accurate, up-to-date information about yourself when prompted by the registration form. This information is referred to as your "Registration Data." It is important that you maintain the accuracy of your Registration Data and promptly update it if any changes occur. If Underwater Math determines that the information you provided is false, inaccurate, outdated, or incomplete, your account may be suspended or terminated and you may be denied access to all current and future services provided by Underwater Math.

PRIVATE ACCOUNT USE ONLY

Please note that Underwater Math accounts are intended for private use by the individual registered under the account's name. Sharing accounts is strictly prohibited. If Underwater Math suspects that more than one person is using a single account, the account may be suspended or terminated and access to Underwater Math's services may be refused.

PRIVACY POLICY

Underwater Math values the privacy of its users. For specific details, kindly refer to our Privacy Policy document, which can be obtained by contacting us at hi@everychildgrows.com.

ACCOUNT AND PASSWORD CONFIDENTIALITY

When using Underwater Math, you are responsible for ensuring the confidentiality of your account and password, and for restricting access to your device. You take full responsibility for all activities conducted through your account or password. When visiting the Underwater Math website or sending emails, you are communicating with us electronically. You agree that all agreements, notices, disclosures, and other communications sent electronically by Underwater Math fulfill any legal requirement for written communications.

MEMBER CONDUCT AND OBLIGATIONS

As a registered user of Underwater Math, you are expected to conduct yourself in a manner that aligns with our mission to support children's growth and learning. To this end, you agree not to use Underwater Math's services to:

1. cause harm to minors in any way;
2. impersonate any person or entity, including but not limited to representatives of Every Child Grows, Inc., or falsely claim an affiliation with another person or entity;
3. manipulate identifying information to conceal the origin of any content transmitted through Underwater Math's services;
4. transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes or any other form of solicitation;



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5. transmit any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
6. interfere with or disrupt Underwater Math's services or servers, or violate any network requirements, policies, or regulations;
7. violate any local, state, national, or international law;
8. harass another user; or
9. collect or store personal information about other users.

Every Child Grows, Inc. reserves the right, but not the obligation, to refuse or remove any content that violates the Terms of Service or is otherwise inappropriate. Additionally, the company may preserve content and disclose it if required to do so by law or if it is deemed necessary to comply with legal process, enforce the Terms of Service, respond to claims that any content violates third-party rights, or protect the rights, property, or personal safety of Every Child Grows, Inc., its users, and the public.

Please note that the technical processing and transmission of Underwater Math's services, including the content you upload, may involve transmission over various networks and adaptation to technical requirements of connecting networks or devices.

NO RESALE OF SERVICE

As a user of Underwater Math by Every Child Grows, Inc, you agree not to reproduce, duplicate, or copy any portion of the service, use of the service, or access to the service.

USAGE AND STORAGE PRACTICES

Every Child Grows, Inc reserves the right to establish general practices and limits concerning the use of Underwater Math, including content retention, maximum disk space allotted on our servers, and the maximum number of times and duration of access in a given period of time. Every Child Grows, Inc is not responsible or liable for the deletion or failure to store any data, communications or content maintained or transmitted through Underwater Math. Accounts that are inactive for an extended period of time may be deleted at the discretion of Every Child Grows, Inc. These general practices and limits may be subject to change at any time, without notice, in the sole discretion of Every Child Grows, Inc.

MODIFICATIONS TO SERVICE

Every Child Grows reserves the right to modify or discontinue, temporarily or permanently, its Underwater Math service (or any part thereof), at any time, with or without notice. You agree that Every Child Grows shall not be liable to you or any third party for any modification, suspension, or discontinuance of the Underwater Math service.

TERMINATION

Every Child Grows has the right to terminate your access to the Underwater Math service, including your username, password, and account (or any part thereof), at any time, and for any reason, including but not limited to, if Every Child Grows believes that you have violated or acted inconsistently with the terms of use of the Underwater Math service. The termination of access may be without prior notice, and Every Child Grows may immediately deactivate or delete your account and all related information and files in your account, and/or bar any further access to such files or the Underwater Math service. Every Child Grows shall not be liable to you or any third party for the termination of your access to the Underwater Math service.

UNDERWATER MATH'S PROPRIETARY RIGHTS

You acknowledge and agree that Underwater Math and any software used in connection with it contain proprietary and confidential information protected by intellectual property and other laws. The information presented through Underwater Math is also protected by copyrights, trademarks, patents, and other proprietary rights. Every Child Grows, Inc takes the protection of its product seriously and expects users to respect these proprietary rights.



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DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- Every Child Grows, Inc provides the Underwater Math product "as is" and "as available"
- Every Child Grows, Inc makes no representations or warranties of any kind, either express or implied, regarding the product's operation or the information, content, materials, or products included
- The use of the product is at the user's sole risk
- Every Child Grows, Inc makes no warranty that:
 - the product will meet the user's requirements
 - the product will be uninterrupted, timely, secure, or error-free
 - the results obtained from the use of the product will be accurate or reliable
 - the quality of any products, services, information, or other material obtained through the product will meet the user's expectations
 - any errors in the software will be corrected
- Every Child Grows, Inc disclaims all warranties, express or implied, including but not limited to, implied warranties of merchantability and fitness for a particular purpose
- Every Child Grows, Inc does not warrant that the product, its servers, or emails sent from the product are free of viruses or other harmful components
- Every Child Grows, Inc shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages resulting from:
 - the use or the inability to use the product
 - the cost of procuring substitute goods and services resulting from any goods, data, information, or services purchased or obtained or messages received or transactions entered into through or from the product
 - unauthorized access to or alteration of the user's transmissions or data
 - statements or conduct of any third party on the product
 - any other matter relating to the product
- Certain state laws may not allow limitations on implied warranties or the exclusion or limitation of certain damages. In such cases, some or all of the above disclaimers, exclusions, or limitations may not apply and the user may have additional rights.

NOTICE TO USERS

Notifications from Every Child Grows, Inc may be sent through email or physical mail. The Underwater Math product may also provide notifications of changes to the terms of service or other updates through notices or links displayed within the product.

TRADEMARK INFORMATION

The Underwater Math name and logo, as well as other Every Child Grows, Inc logos and product and service names, are trademarks of Every Child Grows, Inc. Users agree not to display or use these trademarks without the prior permission of Every Child Grows, Inc.

COPYRIGHTS AND COPYRIGHT AGENTS

Every Child Grows, Inc recognizes the importance of protecting intellectual property and expects the same from our users. If you believe that your work has been used without permission in a way that infringes your copyright, please provide the following information to Every Child Grows, Inc:

- Signature of the person authorized to act on behalf of the copyright owner
- A description of the copyrighted work that has been infringed upon
- Location of the infringing material on the site
- Your contact details including address, phone number, and email



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- A statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law
- A statement made under penalty of perjury that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Every Child Grows Copyright Department can be reached as follows:

Every Child Grows, INC
7800 Dallas North Tollway, Ste 430
Plano, TX 75024

By e-mail: hi@everychildgrows.com

GENERAL INFORMATION

- The agreement between you and Every Child Grows, Inc. regarding the use of Underwater Math is solely governed by these terms and conditions, replacing any prior agreements between the two parties.
 - You may also be subject to additional terms while using third-party content, software or affiliate services.
 - The laws of the state of Texas will apply to any disputes arising between you and Every Child Grows, Inc., and any legal proceedings will take place in the jurisdiction of Dallas County, Texas.
 - The failure of Every Child Grows, Inc. to enforce any rights under these terms and conditions does not constitute a waiver of these rights.
 - In the event that any provision of these terms and conditions is deemed invalid by a court, the remaining provisions will still be in full effect and the court will endeavor to give effect to the original intent of the provision.
 - You agree to file any claims or causes of action related to your use of Underwater Math within a year of them arising, or they will be barred forever.
- The section titles in the TOS are for convenience only and have no legal or contractual effect.

VIOLATIONS

Report any violations of the Terms of Service to hi@everychildgrows.com.

CONTACT US

For questions about Underwater Math's Terms of Service, please reach out to Every Child Grows, Inc. support team at hi@everychildgrows.com. Our team will make every effort to respond promptly and accurately.

We are happy to serve you,

A handwritten signature in blue ink, appearing to read "Jeremy Verret".

Jeremy Verret
CEO and Founder

Every Child Grows, INC