

TypingClub (<http://www.typingclub.com>) / Privacy Policy

TypingClub Privacy Policy

Effective Date: May 25th, 2018

EdClub, Inc., doing business as TypingClub (collectively, "EdClub", "we", "our", or "us") is deeply committed to protecting the privacy of our users' personal information. This EdClub Privacy Policy ("Privacy Policy") applies to the EdClub Websites (typingclub.com; edclub.com; our mobile website; and any other web-based platforms (collectively, the "Websites") and governs our data collection, processing and usage. Access to and use of the Websites, and the services provided on the Website (collectively, the "Service"), will be subject to this Privacy Policy as set forth below.

We offer several ways to use the Services offered on our Websites. EdClub provides both a limited service ("Individual Edition") and two versions of a licensed service made available through your school ("School Editions"). Collectively, the Individual Edition and the School Editions are considered the "Services". The School Editions are available as a free, ad-supported version ("School Edition Basic") and a fee-based version without ads ("School Edition Pro"). The personal information that we collect, use, share, and disclose will depend on which of the Services you use and how you choose to use them.

PLEASE NOTE: Our Websites are general audience websites through which we do not knowingly collect information from children located in the United States under the age of 13 and children located in the European Union under the age of 16 (collectively, "Children" and each, a "Child"). However, portions of the Websites and certain Services, including, but not limited to, School Edition Basic and School Edition Pro, contain teaching and learning resources are designed for students who may be Children. Students may access the Websites directed to Children only after their teacher, school, or school district administrator has entered into an agreement with EdClub. The Websites that are directed to Children follow our Children's Privacy Policy, provided below and incorporated within this Privacy Policy. In addition, our use of student information is described in the "Information We Collect" section, below.

Information We Collect

We may collect information directly from users, from students, or from school officials. In addition, we may use "cookies" and other tracking mechanisms to collect information from the users directly from the browsers.

We collect information from you directly when you sign up for an account, use one of the Services, or choose to save information about your use of our Services. The following is the information collected, processed and stored through our Websites.

When you create an account on our Websites, we may collect the following information:

Basic Account Information for Educational Account Holders. You may establish a School or School District account with EdClub by providing us with certain information about you, such as: Your Name, Your Email Address, Your Address, Your Phone Number, Other relevant contact information, Your School or Education Affiliation, Your Payment Information

Basic Account Information for Individual Users or Teachers. You may establish an Individual Edition account or your information may be provided to EdClub by a School or School District, such as: Your Name, Your Email Address, Your School or Education Affiliation

EdClub collects and processes this basic account information in order to provide you with an account, access to the Services, and communicate with you regarding our Services. An account is required to save and track your progress on our Services. However, you can use our Individual Edition without establishing an account; but, you cannot save and track your progress.

Performance Information. If you establish an account with us and choose to save your progress on our Services, we will collect information about your performance on our Services. If you use the Individual Edition and do not establish an account, we will use a cookie (described below) to collect information about your performance. This will enable us to return you to the correct webpage when you return to our sites. We will delete data we collect through the cookie within two (2) months after you last use the Individual Edition.

Social Media Account Information. You also can establish an account to use our Services by logging in through social networks and other services, such as Microsoft Single Sign-On, Facebook or Google+. If you do, we may collect certain personal information through the platform used to sign in, including your full name and email address.

Account Information about school officials and student users. After a teacher, school, or school district has entered into an agreement with EdClub, designated school officials can register students and/or the school to use either version of the School Edition. When school officials register Students, we collect basic account information (name, email address, and password) about the students, as well as the students' grade level. We also may collect personal information about the school official, such as the school official's name, email address, password, phone number, name of school and district. The teacher, school, or school district is required to obtain the consent of a parent or legal guardian of the Child before providing a Child's personal information. (Please see our "Children's Privacy Policy," below, for information about our collection and use of information from children under 16.)

Other Information. Regardless of whether you establish an account with us, we may collect certain information from you when you visit our Websites or use our Services so that we can maintain our Services and recognize you when you return to our Websites. In addition, as explained in more detail below, the Individual Edition and

School Edition Basic use an advertising service provided by Google Analytics that will collect information in order to target ads to you. Such information may include your IP address, the identity of your Internet Service Provider, browser type, operating system, the referring web page, and pages visited while on our Websites.

Cookies

Our Websites may use "cookies" and other tracking mechanisms to collect information about you when you visit our Websites. Insofar as those cookies are not strictly necessary for the provision of and our affiliated websites, we ask you to consent to our use of cookies when you first visit our website.

About cookies. A cookie is a file containing an identifier (a string of letters and numbers) that is sent by a web server to a web browser and is stored by the browser. The identifier is then sent back to the server each time the browser requests a page from the server.

Cookies may be either "persistent" cookies or "session" cookies: a persistent cookie will be stored by a web browser and will remain valid until its set expiry date, unless deleted by the user before the expiry date; a session cookie, on the other hand, will expire at the end of the user session, when the web browser is closed.

Cookies do not typically contain any information that personally identifies a user, but personal information that we store about you may be linked to the information stored in and obtained from cookies.

Cookies that We Use. As explained in more detail below, depending on which version of our Services you use, EdClub and third-party advertisers may send one or more cookies to your browser to help customize your experience on our Websites or Services or to provide you with ads that may be of interest to you.

We use cookies for the following purposes:

- Authentication and Personalization - we use cookies to identify you when you visit our Websites and as you navigate our Websites and Services and to store information about your preferences and to personalize our Websites and Services for you.
- Security - we use cookies as an element of the security measures used to protect user accounts, including preventing fraudulent use of login credentials, and to protect our Websites and Services generally.
- Advertising - we use cookies to help us to display content that will be relevant to you.
- Analysis - we use cookies to help us to analyze the use and performance of our Websites and Services.

The EdClub and third party cookies you may encounter on our Websites include, but are not limited to:

- www.typingclub.com (website navigation, security)
- www.edclub.com (website navigation, security)
- www.google.com (use tracking and content interests)
- www.doubleclick.net (use tracking and content interests)

You may review the cookies in use by third-party service providers at any time by viewing site information from your browser. This is typically displayed to the left of in the address bar of your browser.

Managing cookies. Most browsers allow you to refuse to accept cookies and to delete cookies. The methods for doing so vary from browser to browser, and from version to version. Blocking all cookies will have a negative impact upon the usability of many websites.

Strictly Necessary Cookies:

EdClub's Websites use cookies that are strictly necessary to the provision of the Services. When a user initially visits the Websites, EdClub uses a generic cookie based on the user's geographic location that does not individually identify the user. When a user interacts with the Services, a new cookie is generated that tracks a user's Internet Protocol ("IP") address. If a user creates an account, personal information provided by that user will be collected and associated with that user.

Additionally, EdClub uses cookies provided by Google and Doubleclick (as described below) that are necessary in order to provide the Services. For the Individual Edition and School Edition Basic, Google AdSense is necessary in order to provide the Services for no charge.

Please note that some of EdClub's features may not function properly when cookies are disabled or removed.

"Do Not Track". Some browsers have incorporated "Do Not Track" mechanisms. Most of these mechanisms, when turned on, send a signal to the website or online service indicating that the user does not wish to be tracked online. Our sites do not collect and store personal information about users' online activities over time and across third-party websites or online services. Our Websites only collect personal information related to a user if the user creates an account with EdClub. EdClub does retain de-identified data in order to maintain and improve the Services.

Therefore, "do not track" signals transmitted from web browsers do not apply to our Websites, and we do not alter any of our data collection and use practices upon receipt of such a signal. For more information about Do Not Track mechanisms, see <http://allaboutdnt.com/> (<http://allaboutdnt.com/>).

How We Use and Share Information

We use the information described above to provide our Services to you, to communicate with you, and to manage and improve our Websites and Services.

Necessary Uses and Sharing of Your Information. When you create an account on our Services, you are given the option to consent to the use of your information as described in this Privacy Policy. Certain uses of your information are necessary in order to provide the Services to you. These include your name and contact information to create and maintain an account and Google Analytics (as described below). If you do not consent to the use of this information, we are unable to provide the Services to You.

Other Uses and Sharing of Your Information. EdClub uses your information to provide targeted advertisements to you when using the Individual Edition and School Edition Basic versions. When you create a paid account, your personal information will not be provided to Advertisers (as described below). And, except as provided below, we will not sell, share, or disclose information we collect from or about you.

Google Analytics. Our Websites use Google Analytics, a web analytics service provided by Google, Inc. ("Google"), that collects information about how visitors use the Websites. Google Analytics places a cookie on your web browser to identify you as a unique user. Only Google can use the cookie and access the information associated with the cookie. Google Analytics collects information only regarding the domain/IP address, or device identifier, of visitors to the Websites. It does not collect names or other identifying information.

We use the information Google Analytics provides to us only to improve the Websites and Services. We do not combine the information that Google Analytics collects with any personally identifiable information. The Google Analytics Terms of Use (<http://www.google.com/analytics/terms/us.html>) and the Google Privacy Policy (<http://www.google.com/policies/privacy/>) restrict Google's ability to use and share information collected by Google Analytics about visitors to the Websites. You can prevent Google Analytics from recognizing your return visits to the sites by disabling cookies on your browser or by installing the Google Analytics browser add-on (<https://tools.google.com/dlpage/gaoptout>). Please refer to your browser settings for additional information on disabling cookies.

Advertisers. We provide advertisers with aggregated, de-identified information about the demographics and usage patterns of our users. In addition, we use Google AdSense to serve ads to users of our Individual Edition and the School Edition Basic. Google and third parties that advertise through Google may place and read cookies on your browser or use web beacons to collect information through an ad appearing on our Websites. These third parties, including advertisers, may collect, process, and store information, potentially including personal information, about your activities over time and across different Websites when you use the Services.

Any advertisements served by Google may be controlled using the DoubleClick cookie (<https://support.google.com/adsense/answer/2839090>). These cookies allow Google to display ads based on your visits to this sites and other sites that use Google advertising services. However, we do not allow Google AdSense or any other service to target ads to Children using School Edition Basic.

Users may opt out of the use of the DoubleClick cookie by visiting Ads Settings (<http://www.google.com/settings/ads>). Deleting cookies can affect how you interact with our Websites as well as other websites. In addition, deleting cookies does not mean that you are permanently opted out of all advertising programs. Unless you set your browser to block cookies, cookies can be added to your browser the next time you visit a website that uses them. Please see the privacy policy for Google AdSense (<http://www.google.com/policies/technologies/ads/>) for additional information.

You can learn more about targeted advertising by visiting <http://www.aboutads.info/choices/> (<http://www.aboutads.info/choices/>), which provides information regarding targeted advertising and offers an "opt-out" by participating companies in the DAA Self-Regulatory Program. You may also opt out of tracking and receiving tailored advertisements on your mobile device by some mobile advertising companies and other similar entities by downloading the App Choices app at www.aboutads.info/appchoices (<http://www.aboutads.info/appchoices>). Please note that opting out through these mechanisms does not opt you out of being served advertising. You will continue to receive generic ads while visiting the sites and elsewhere online.

Service Providers. We may use certain third parties and contractors ("Service Providers") to assist us in providing and maintaining our Services. EdClub uses a Service Provider to store its data. Other than the storage of that data, EdClub does not provide personal information to Service Providers.

Schools and School Districts. If you use either version of our School Edition, we may disclose personal data about you and about your performance on our Websites to your school and school district. For information regarding the use of any information provided by EdClub to your school or school district, please contact a representative of your school or school district. We also may use aggregated, de-identified demographic and performance data to market our Services to other schools and school districts.

Additional Disclosures. We also may disclose personal information about you with your permission, as required by law, as necessary to enforce our Terms of Service or Privacy Policy, to investigate or defend against third-party claims or allegations, to protect the security and integrity of our Services and property, and to protect our rights or personal safety and that of our users or others.

How We Protect Your Personal Information

We take into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, and implement appropriate technical, physical and organisational measures to ensure an appropriate level of security to protect the personal information that we collect and process, both while in transit and while in storage. No method of transmission over the Internet or method of electronic storage is 100% secure, however. Therefore, while we use reasonable security safeguards to protect your personal information, we cannot guarantee absolute security.

Children's Information

Children located in the United States under the age of 13 and children located in the European Union under the age of 16 are not permitted to use the Individual Edition without the consent of a parent or legal guardian. If you become aware that your Child has provided us with personal information in connection with the Individual Edition without your consent, please contact us at privacy@edclub.com (<mailto:privacy@edclub.com>). If we become aware that a Child has provided us with personal information in connection with the Individual Edition without the parents' consent or consent of a legal guardian, we will take steps to delete such information and terminate the Child's account.

Children's Privacy Policy

While most of the Websites are general audience websites that do not knowingly collect information from children located in the European Union under 16 and children located in the United States under the age of 13 (collectively, "Children" and each, a "Child"), portions of the Websites and certain Services, including, but not limited to, School Edition Basic and School Edition Pro, are directed to Children, and we may collect information directly from Children in connection with those portions of the Websites and Services. Therefore, we provide this Children's Privacy Policy to explain our privacy practices with respect to Children who access and use our Websites and Services.

Children may use either version of our School Edition provided that the holder of parental responsibility over the Child ("Parent") has provided consent and authorization, and the school has complied with its obligations under the Family Educational Rights and Privacy Act ("FERPA") and the Children's Online Privacy Protection Act ("COPPA"). If an appropriate school or school district official has consented to our collection of information from Children who are students in a manner consistent with COPPA, we will collect and use such personal information, but only for the use and benefit of the school and for no other commercial purpose. (We therefore do not allow Google AdSense or any other service to target ads to Children using School Edition Basic.) A school or school district must obtain the consent of a Parent or legal guardian prior to providing any Child's personal information. School officials or a Parent may revoke at any time their consent to allow Children to use the School Editions.

Upon a Parent's or a legal guardian's request, we will provide a description of the personal information we collect, give parents the opportunity to review their Child's personal information or have such information deleted and the

opportunity to prevent further collection or use of their Child's personal information. Parents and legal guardians may exercise any of these options by visiting <https://www.typingclub.com/parents>
(<https://www.typingclub.com/parents>)

Through this Privacy Policy, we provide each school with all the notices required under COPPA, contained within this Privacy Policy. Parents also can request a copy of these notices and request access to their Child's Personal Information to review and/or have the information deleted by visiting <https://www.typingclub.com/review-data>
(<https://www.typingclub.com/review-data>)

Collection & Use of Information from Children

The information we may collect on Children, either directly or from the school or school district, includes:

- Required: First Name, User Name (which may be Email address)
- Optional: Last Name, Email address, Password, Student ID, Class, Grade, School
- Data on student activity within the Websites and Services, including performance and progress within the system.

We do not enable Children to make their Personal Information publicly available. We use the information collected on Children to:

- Provide reports to teachers or school or school district administrators at the class, school, or district level;
- Support teachers or school or school district administrators implementing our products or using our Services;
- Monitor the use of our products and perform such analyses as might be necessary or helpful in improving product performance, efficiency, and security; and

- Research how students use the Websites and Services and perform analysis directed at improving the educational effectiveness of our products and Services.

We will not use any information collected about Children to directly advertise or market to students or their parents.

In addition, we may automatically collect information about the devices Children under 16 use to interact with our Websites and Services. The information we automatically collect may include IP address or device identifier and activity on the Services, including the date and time of use. This information is de-identified and any usage information, device identifier, or other persistent identifier we collect is used for the sole purpose of providing support for the Websites and Services' internal operations.

Disclosure of Information from Children

EdClub may rely on third-party service providers who provide support for the internal operations of the Websites and Services, such as hosting the Websites, designing and/or operating our Services, tracking analytics, or performing other administrative services as outlined in the Privacy Policy. These third party service providers are held to the same obligations as EdClub with regard to information from Children, do not disclose or use information for any other purpose, and are subject to the terms of this agreement.

We do not provide links to external resources or chat rooms. Nor do our Services contain any offensive or inappropriate content. As a result, any school that uses the School Editions will be fully compliant with the Children's Internet Protection Act, with respect to the use of the School Editions.

For School Edition accounts, we will notify the Account Owner or Account Administrator to obtain consent prior to implementing any material changes to this Privacy Policy that increase our rights to use personal information we have previously collected about School Edition account holders.

Data Subject Rights

You can always opt not to disclose information to EdClub. However, some information may be needed to create an account with EdClub or to use our Services.

Cookies

You can accept or reject cookies through our Cookie Policy by visiting <https://www.typingclub.com/cookie-policy> (<https://www.typingclub.com/cookie-policy>), described above, or by changing the cookie settings on your web browser controls.

Marketing Communications

At any time, you can withdraw your consent and opt-out of receiving promotional or marketing communications from EdClub at any time, by using the unsubscribe link in the emails communications or by visiting this unsubscribe link (<https://typingclub.us9.list-manage.com/unsubscribe?u=39e08340305a440513c129cb7&id=365f11b483>).

If you have any account for our Services, EdClub will still send you non-promotional communications, like service related emails.

Exercising Your Data Subject Rights

You have the right to access, review, update, rectify, and delete any Personal Information that EdClub holds about you, or exercise any other data subject rights available to you under applicable data protection laws. In order to exercise your data subject rights, you can submit a request via email to privacy@typingclub.com (<mailto:privacy@typingclub.com>). EdClub's Privacy Team will review any request and respond within a reasonable time.

- For users who have not created an account with EdClub, EdClub does not retain your personal information.
- For users who have created an account with EdClub, you can exercise your data rights directly in your account portal, or contact EdClub directly at privacy@typingclub.com (<mailto:privacy@typingclub.com>).

- For School Account Holders, you can exercise your data rights directly in your account portal, or contact EdClub directly at privacy@typingclub.com (<mailto:privacy@typingclub.com>).

Please note that we may still use any aggregated and de-identified Personal Information that does not identify any individual. EdClub will also retain any Personal Information to the extent necessary to comply with EdClub's legal obligations, resolve disputes, and enforce EdClub's agreements, as outlined in this Privacy Policy.

Links to Third-Party Websites

As noted above, we use a third-party to deliver ads to you on the Individual Edition and on School Edition Basic. If you click on an ad, we are not responsible for any information that you provide to, or that is collected by, third parties. Such information will not be covered by this Privacy Policy, and we are not responsible for the content or privacy practices of websites that you reach through advertisements on our sites.

International Data Transfers

We maintain and operate our Websites and Services on servers located in the United States. If you choose to use our Websites or Services from regions outside the United States that have laws governing data collection and use that differ from U.S. law, you acknowledge and agree that you are transferring personal information outside of that region to the United States and, by providing such information, you consent to the use of your personal data as identified in this Privacy Policy and the transfer of your personal data to the United States

Business Transfers

We may sell, transfer, or otherwise share some or all of our assets, including personal information, in connection with a merger, acquisition, reorganization, or sale of assets, or in the event of bankruptcy. Any such sale, transfer, or otherwise sharing of our assets shall be subject to the restrictions of this Privacy Policy and any applicable data protection laws

California Privacy Rights

California residents are entitled to ask us for a notice identifying the categories of Personal Information which we share with our affiliates and/or third parties for marketing purposes, and providing contact information for such affiliates and/or third parties. We do not share any personal information with third parties for the third parties' direct marketing purposes. If this practice changes, we will notify you by prominent posting on our digital properties. If you are a California resident and would like a copy of this notice, please contact us with privacy@typingclub.com (<mailto:privacy@typingclub.com>)

The portions of the digital properties directed to students and children under 13 do not enable or have a forum for the posting or sharing of content or information.

Changes to this Privacy Policy

We ask that you read this Privacy Policy from time to time. EdClub may modify this Privacy Policy at any time in its sole discretion. If we make material changes to this Privacy Policy that increase our rights to use personal information we have previously collected about you, we will obtain your consent either through an email to your registered email address or by prominent posting on our sites.

For School Edition accounts, we will notify the Account Owner or Account Administrator to obtain consent prior to implementing any material changes to this Privacy Policy that increase our rights to use personal information we have previously collected about School Edition account holders.

Contact

If you have any comments or questions about this Privacy Policy, please contact us at 1701 Pennsylvania Avenue, NW, Suite 300, Washington, DC 20006, or privacy@typingclub.com (<mailto:privacy@typingclub.com>).

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1701 Pennsylvania Ave. NW, Suite 300
Washington, DC 20006

If you have any questions about the program, you may reach out to us at support@typingclub.com (<mailto:support@typingclub.com>).

CONTACT

support@typingclub.com (<mailto:support@typingclub.com>)

Phone: 202-609-9919

Toll Free: 1-800-712-8895

Fax: 1-240-772-5885

Privacy Policy (<https://www.typingclub.com/privacy.html>)

Terms of Service (<https://www.typingclub.com/terms.html>)

Project Updates (<https://s.typingclub.com/updates.html>)

School Edition (<https://s.typingclub.com/schools.html>)

Find Your School (<https://s.typingclub.com/find-school-code.html>)

EdClub Jobs ([jobs.html](https://s.typingclub.com/jobs.html))

Tutorials (<https://s.typingclub.com/help.html>)

Individual Premium Edition (<https://www.typingclub.com/individual-premium-edition>)

About us (<https://www.typingclub.com/about.html>)

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TypingClub (<http://www.typingclub.com>) / Terms of Service

TypingClub Terms of Service

Last Updated: July 31st, 2015

TypingClub.com is a product offered by EdClub, Inc., doing business as TypingClub ("TypingClub", "we", or "us"). TypingClub offers both a limited service ("Individual Edition") and a licensed service made available through your school ("School Edition" and collectively with Individual Edition, "Services"). The School Editions are available as a free, ad-supported version ("School Edition Basic") and a fee-based version without ads ("School Edition Pro").

The following terms of service ("Terms") apply to all of our Services. By accessing our website and using our Services you acknowledge that you have read and understand these Terms, and agreed to be bound by these Terms and our Privacy Policy (<http://www.typingclub.com/privacy.html>). **If you do not agree with these Terms, please discontinue use of the Services.** TypingClub may revise these Terms from time to time at our sole discretion. We will provide notice to you if we determine, in our sole discretion, that any revision that we make to these Terms is material to you. By continuing to use the Services or access the TypingClub website, you agree to be bound by the revised Terms.

Grant of License

Subject to the terms provided herein, TypingClub grants you a non-exclusive, non-transferable license to use the Services. TypingClub reserves the right to update or modify the Services at any time, from time to time in its sole discretion, including without limitation to increase or change the functionality of the Services.

Privacy

Any information that you provide to TypingClub is subject to our Privacy Policy (<http://www.typingclub.com/privacy.html>), which governs our collection and use of your information.

Registration

To the extent that we require you to register to access the Services, you agree to provide us with accurate and complete registration information and to register using your real name. Except when a school official registers students for use of one of the School Editions, each registration shall be for your personal use only and not on

behalf of any other person or entity. You shall not permit any other person to use your registration to access the Services, and you are responsible for all use of the Services under your registration information.

Use of the Services by Children

Our Individual Edition is not directed to users under 13 ("Children" or "Child") and you must be 13 years of age or older to register an account to use the Individual Edition. If you become aware that your Child has provided us with personal information without your consent, please contact us at support@typingclub.com (mailto:support@typingclub.com). If we become aware that a Child has provided us with personal information through the Individual Edition without the parents' consent or consent of a legal guardian, we will take steps to delete such information and terminate the Child's account.

Children may use our School Editions provided that a school official consents to such use on the parent's behalf in a manner consistent with the Children's Online Privacy Protection Act. School officials may revoke at any time their consent to allow Children to use the School Edition. Furthermore, upon parents' or a legal guardian's request, we will provide a description of the personal information we collect and give parents and legal guardians the opportunity to review their Child's personal information or have such information deleted. To do so, please contact us at support@typingclub.com (mailto:support@typingclub.com).

Special Terms for School Officials

This Section is applicable only to users who are school officials, including teachers, who are accessing School Edition Basic and School Edition Pro in connection with the use of the School Editions by students at the school official's school or institution. You hereby acknowledge that you may have access to additional content and portions of the TypingClub website that may not be otherwise accessible to student users and that may include information about individual student users. You agree that you will access and use such information and the School Editions only in compliance with all applicable laws and to the extent necessary to perform your services as a school official or teacher at your institution. You may not disclose such information except in connection with the foregoing, as otherwise permitted herein, or as permitted in a separate agreement between TypingClub and you or your school or institution.

Restrictions on Use or Access

The Service and all content (the "Content") on the TypingClub website is the proprietary intellectual property of TypingClub and may be subject to copyright protections. Except as expressly permitted herein, you may not, nor may you assist other parties to, (a) use, copy, modify or create derivative works of the Services or Content or any part thereof, (b) distribute or transfer the Services or Content or any part thereof or sublicense your right to use the Services or Content, (c) reverse-engineer, disassemble, or attempt to derive the source code of the Services or Content or any part thereof, or (d) attempt to disable or circumvent any security or access control mechanism

related to the Services or Content. The Content contained within the TypingClub website and software may not be used for any illegal purpose or for any purpose in breach of these Terms. You may not access our networks, computers, or Content in any manner that could damage, disable, overburden, or impair them, or interfere with any other person's use and enjoyment of our Services. You may not attempt to gain unauthorized access to any Content, other accounts, computer systems, or networks accessed through the Services.

Cancelling Service

If you are a user of the Individual Edition, you may cancel the service by simply going to "Settings" and selecting "Delete Account" to delete your account in its entirety. By selecting to delete your account, all of your personal information related to that account will be deleted.

Termination

TypingClub may suspend or terminate your account and your use of the Services and Content at any time and for any reason at TypingClub's sole discretion. TypingClub may terminate these Terms as they apply to you at any time and for any reason. Upon your receipt of a notice of termination from TypingClub, you must immediately cease use of the Services. Sections 9-13 of these Terms shall survive the termination or expiration of these Terms for any reason.

Warranty Disclaimer

The Services are provided "AS-IS". TypingClub and its licensors expressly disclaim any warranties with respect to the Services and Content, including without limitation, any statutory or implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. TypingClub does not warrant that the Services will meet your requirements, that the operation of the Services will be continuous or error-free, that the Services will operate as intended or at all under all conditions, that any defects in the Services will be corrected by licensor, or that our website will be virus-free. We expressly disclaim any responsibility or liability for any damages caused by viruses introduced onto your computer via our Services.

Limitation of Liability and Indemnification

In no event shall TypingClub or its licensors be liable to you or any other entity for indirect, special, incidental, punitive, or consequential damages (including, but not limited to, damages related to lost profits, loss of data, or loss of use) in connection with these Terms, the Services, and the Content, even if TypingClub has been advised of the possibility of such damages or losses. TypingClub's (and its licensors') liability in connection with these Terms, the Services, and the Content shall not exceed the amount actually paid by you to TypingClub for the use of the Services during the prior six months.

You shall defend, indemnify, and hold harmless TypingClub, its affiliates, employees, officers, directors, contractors, and agents from and against any and all claims or losses imposed on, incurred by, or asserted as a result of or relating to: (a) any noncompliance by you with these Terms; (b) your use of the Services; and (c) any third-party allegations (whether such allegations may be false, fraudulent, or groundless) regarding (a) or (b) above.

Governing Law

These Terms and your acceptance thereof shall be deemed made in, governed by, performed in, and construed and enforced in accordance with the laws of the State of Maryland, U.S.A., without giving effect to its conflicts of laws provisions or principles. Any action, suit or other proceeding arising under or relating to these Terms shall be brought in a court of competition jurisdiction in Maryland and you hereby consent to the sole jurisdiction of such courts. You agree that any proceedings to resolve or litigate any dispute will be conducted solely on an individual basis and you shall not participate in any class action against TypingClub or join or consolidate any claims that you have against TypingClub with the claims of any third parties. You also agree to waive the right to litigate disputes in court before a jury.

Notices

You shall send any notices regarding disputes or other communications to TypingClub by certified or registered mail to the following address: 1701 Pennsylvania Avenue, NW, Suite 300, Washington, DC 20006. TypingClub may provide notices to you using any means reasonably calculated to provide you with actual notice, including email.

Miscellaneous

Except to the extent otherwise set forth in a written and signed agreement between you and TypingClub, these Terms and our Privacy Policy (<http://www.typingclub.com/privacy.html>) constitute the entire agreement between TypingClub and you regarding the Services. These Terms supersede any prior contract or statements regarding your use of the Services. Notwithstanding the foregoing, if you have confidentiality obligations related to the Services, those obligations shall remain in effect. (For example, you may have confidentiality obligations as a beta tester of the Services.) If any part of these Terms is found invalid or unenforceable by a court of competent jurisdiction, such provision shall be interpreted to give the maximum permissible effect, and the remainder of these Terms shall remain in effect. We may freely assign this agreement at our discretion. You may not assign these Terms to any third party.

Please direct all inquiries to our office at 1701 Pennsylvania Ave. NW, Suite 300, Washington, DC 20006.

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1701 Pennsylvania Ave. NW, Suite 300
Washington, DC 20006

If you have any questions about the program, you may reach out to us at support@typingclub.com (<mailto:support@typingclub.com>).

CONTACT

support@typingclub.com (<mailto:support@typingclub.com>)

Phone: 202-609-9919

Toll Free: 1-800-712-8895

Fax: 1-240-772-5885

Privacy Policy (<https://www.typingclub.com/privacy.html>)

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