

# Quote

Quote must be attached to Purchase Order F.O.B Shipping Point

To: Boone County Schools

Address: 8330 US Highway 42

Florence, Kentucky 41042

ATTN: Alisa Alcock

Date: July 1, 2020 Valid Until: August 1, 2020 Texthelp Inc. 500 Unicorn Park Dr. Floor 4 Woburn, MA 01801

Phone: 888-248-0652 Fax: 866-248-0652 Email: u.s.info@texthelp.com

Fed Tax ID# 06-1622277

Texthelp Contacts:
Marc Callahan
Rebecca McCarron

r.mccarron@texthelp.com

Quantity	Item	Type of License/Training	License Description:	Additional Information	Unit Price	Extended Price
23	Fluency Tutor for GoogleTM	Single	12 month renewable premium Single license Fluency Tutor for Google subscription.		\$89.00	\$2,047.00
					Sub Total	\$2,047.00
					Sub Total before tax	\$2,047.00
					Sales Tax	\$0.00
					Total	\$2,047.00

Note: Credit card payments will only be accepted for purchases of \$1000 or less, no credit card fees will be assessed.

Note: A copy of the Tax Exempt ID Certificate must accompany order if applicable, otherwise sales tax may be charged.

By using these products you are hereby agreeing to the terms of the relevant product End User License Agreements. These can be found at support.texthelp.com/help/end-user-license-agreements

#### Professional Development Offerings Available for Purchase:

Read&Write Onsite Training: 1 day (6 hours) Professional Development onsite at customer location. Hands-on for up to 25 participants. Can be delivered as two 3-hour workshops. Training resource materials provided. \$3000 Read&Write or EquatIO Training via Webinar: 2- or 3-hour Professional Development via webinar. Hands-on. Training resource materials provided. Includes copy of recorded webinar. \$500 (2hrs) \$600 (3 hrs)

#### Technical Support:

Online and telephone technical support is provided free of charge for duration of subscription.

Quotation Prepared by: Rebecca McCarron

Texthelp Representative Signature:

Hum

Customer Representative Signature:

Confidential & Proprietary

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# End User License Agreement for Fluency Tutor for Google ₽₪

Last Modified on Thursday, 24-Jan-2019 20:01:16 GMT

#### **IMPORTANT NOTICE:**

If you are under the age of 13, you must not use Fluency Tutor without first getting your parent or guardian to agree to these User Terms.

Please take time to read the provisions below carefully, because they are legally binding. Provisions which are **italicised** are particularly important: these include the provisions governing content you upload in **clause 5**, the restrictions in **clause 6**, which are important to protect our ownership of intellectual property rights in Fluency Tutor, and the limitations of liability at **clause 9**. Finally, please note that Fluency Tutor offers in-app purchases to which these terms of use relate.

#### 1. USER TERMS

- a. These terms (the **User Terms**) form a binding legal agreement between you and Texthelp Ltd, Lucas Exchange, 1 Orchard Way, Antrim, BT41 2RU, company registration number NI031186 (**we, us, our**), and relate to how you may use the downloadable Fluency Tutor web application (the **App**), along with any content purchased through the App (such content, together with the App, referred to as **Fluency Tutor**). By accepting these User Terms you agree to be bound by their effect.
- b. Fluency Tutor may be made available to you over various third party software application distribution platforms. Any such third party may require us to impose contractual terms between you and us in addition to these User Terms. In the event that any such provisions are imposed, you undertake fully to comply with the same and such terms shall be deemed part of these User Terms.

#### 2. ACCEPTING THE USER TERMS

In order to use Fluency Tutor, you must first agree to these User Terms. You may not use Fluency Tutor if you do not accept the User Terms. You can accept the User Terms by:

- 1. clicking to accept or agree to the User Terms, where this option is made available to you by us in the user interface provided to you; or
- 2. by actually using Fluency Tutor. In this case, you understand and agree that we will treat your use of Fluency Tutor as acceptance of the User Terms from that point onwards.

# 3. USE OF FLUENCY TUTOR BY YOU AND STUDENTS

- a. In consideration of the fulfilment by you of the obligations imposed on you by these User Terms, we grant you a non-exclusive, non-assignable, non-transferable non-sublicensable licence for the duration of the agreement created by these User Terms to use Fluency Tutor.
- b. You agree not to access (or attempt to access) any part of Fluency Tutor by any means other than through the interface that is provided by us. You specifically agree not to access (or attempt to

access) any part of Fluency Tutor through any automated means, including use of scripts, robots, spiders, scrapers or web crawlers. You agree that you will not:

- (a) take any action that imposes, or may impose (in each case in our sole discretion) an unreasonable or disproportionately large load on our infrastructure;
- (b) copy, duplicate, reproduce, rent, lease, loan, sell, trade, resell, modify, create derivative works distribute or publicly display any part of Fluency Tutor without prior written consent from us and any third party determined by us as appropriate;
- (c) interfere or attempt to interfere with the proper working of Fluency Tutor or any activities conducted via Fluency Tutor; and
- (d) bypass any measures we may use to prevent or restrict access to Fluency Tutor; and
- (e) attempt to reverse engineer, decompile or otherwise seek to obtain access to the source code in Fluency Tutor.
  - 1. You agree that you will not engage in any activity that interferes with or disrupts Fluency Tutor, or the servers and networks which are connected to Fluency Tutor.
  - 2. The whole point of Fluency Tutor is to allow teachers to use it with their students. If you use Fluency Tutor to monitor/review students reading, to set them reading tasks, to control what content the students will have access to, and/or to make use of analytics/data tools on Fluency Tutor, then you are considered a **Teacher User**. We also provide services aimed at students that don't include most of the Teacher User features and allow you to focus on the reading tasks and those functions that assist with your reading. Such a user would be considered to be a **Student User**. If you are:
  - 3. a Teacher User, you undertake that prior to interacting with any Student User through Fluency Tutor you will procure that Student User's agreement, and where such Student User is under the age of 13, their parent's or guardian's agreement, to be bound by these User Terms on their behalf, as if 'you' and 'your' referred to that person where appropriate. You acknowledge and agree that it is your sole responsibility to procure such compliance.
  - 4. under the age of 13, you must not use Fluency Tutor without your parent or guardian's consent to be bound by these User Terms on your behalf. In the event that you have obtained such consent, these User Terms shall apply as if 'you' and 'your' refers to your parent or guardian where appropriate.

# 5. FEES AND ACCOUNT SECURITY

- a. Any fees payable by you will be charged via your chosen method of payment. All transactions will be processed via third party providers. These third party providers will have their own security policies and terms and conditions. You should read these before using any such third party software.
- b. You grant us the right to (but acknowledge that we are not obligated to) audit your use of Fluency Tutor, so as to ensure compliance by you with these User Terms.
- c. You represent and warrant to us that any and all information provided by you is true, accurate and complete. You undertake to notify us promptly of any changes to such information. You agree not to impersonate any other person or entity or to use a false name or a name that you are not authorised to use. We reserve the right to decline any application from you to register as a user of Fluency Tutor in our sole discretion and/or to suspend your use of Fluency Tutor if in our sole discretion believe that you are in breach of any provision of these User Terms.
- d. You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access Fluency Tutor. Accordingly, you agree that you will be solely responsible to us for all activities that occur under your account, as determined, noted, or

- recorded by us. Such determination, notation, and record shall be at our sole discretion, and shall serve as conclusive proof of the facts stated therein and to which they attest.
- e. If you become aware of any unauthorised use of your password or of such accounts, you agree to notify us immediately at **support@texthelp.com**.

#### f. USER CONTENT

Fluency Tutor allows you to use its features in conjunction with content taken from other sources. Some content may be subject to separate terms of use and/or laws. Some countries have exemptions that allow you to copy content for educational purposes. You should seek appropriate legal advice if you are unsure if your use is permitted.

- 1. You agree that you are solely responsible for (and that we have no responsibility to you or to any third party for) any content that you create, upload, transmit and/or display while using Fluency Tutor (any and all such content **User Content**) and for the consequences of your actions (including any loss or damage which we may suffer) by doing so.
- 2. By submitting, posting or displaying **User Content** you give us and other Fluency Tutor users a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to use, store, share and make available that User Content through Fluency Tutor.
- 3. You acknowledge and agree that, in performing the required technical steps to provide Fluency Tutor to other users, we may:
- (a) transmit or distribute User Content over various public networks and in various media; and
- (b) make such changes to User Content as are necessary to conform and adapt that User Content to the technical requirements of connecting networks, devices, services or media.
  - 1. You acknowledge and agree that we have the exclusive right to, un-publish, take offline, delete, archive, prohibit, ban, or otherwise remove User Content that, in our sole opinion, does not relate or bears no relation, or, in any manner or form, is improper or inappropriate to Fluency Tutor (including any User Content which, in our sole discretion, places or may place you in breach of the warranties given by you at clause 5.5).
  - 2. By uploading any User Content you represent and warrant that:
  - 3. you have all the rights, power and authority necessary to grant the license at clause 5.2;
  - 4. you have the lawful right to upload, reproduce and distribute such User Content;
  - 5. the uploading, downloading, posting, emailing or transmission by any other means of the User Content will not constitute or encourage a criminal offence, violate the rights (including without limitation intellectual property rights) of any party or otherwise create liability or violate any local, state, national or international law; and
  - 6. the User Content posted by you will not be unlawful, harmful, threatening, abusive, vulgar, harassing, defamatory, obscene, pornographic, indecent, inflammatory, libelous, tortious, hateful, or racially, ethnically or otherwise objectionable, or invasive of another's rights including rights of celebrity, privacy and intellectual property. We reserve the right, but have no obligation, to remove any such User Content as described in this clause 5.5.
  - 7. You shall indemnify us, without limitation and upon demand, against any cost, damages or expenses (including reasonable legal expenses) that may be incurred by us either (a) as a result of any breach by you of the warranties detailed in clause 5.5, and/or (b) in respect of any claim or action that the use of any User Content infringes intellectual property rights or is otherwise unlawful or objectionable.
  - 8. INTELLECTUAL PROPERTY

You are not allowed to copy or sell our IP or any other third party IP you access through Fluency Tutor, without getting the owner of the IP's permission first.

- 1. Fluency Tutor contains a range of information (including stories, templates, fonts, text, data files, video, audio and graphics and other content) (**Fluency Tutor Content**) which is protected by copyrights, trademarks and other forms of Intellectual Property Rights recognized and protected by national and international laws. All such rights are reserved. You agree to comply with all such laws as are applicable to you.
- 2. Except as permitted by the User Terms, you may not copy, or make any use of any part of the Fluency Tutor Content or use any such Intellectual Property Rights for any purposes. In particular you may not modify, rent, lease, loan, sell, distribute or create derivative works based on the Fluency Tutor Content (either in whole or in part) unless you have been specifically permitted to do so by us.
- 3. You may not use any of the fonts, trademarks, trade names, service marks, copyrights, logos, domain names and other distinctive brand features belonging to us or any third party unless you have valid written permission to do so. You agree not to alter, remove or obscure any proprietary rights notices (including copyright and trade mark notices) which may appear in or be held within Fluency Tutor.
- 4. In the User Terms, Intellectual Property Rights shall mean all intellectual property rights wherever in the world arising, whether registered or unregistered (and including any application), including copyright, database rights, patents, patent applications, patent rights, rights in designs, trademarks, trademark applications, trademark registrations, trademark rights, trade secrets, fonts, typefaces and all other intellectual property and proprietary information rights as may exist now or hereafter come into existence, all modifications, continuations, renewals and extensions of the foregoing, and all claims, actions, causes of action, damages, costs, expenses, profits, penalties, recoveries and remedies relating to any past, present or future infringement of any of the foregoing, arising under the laws of any country, state or jurisdiction in the world.
- 5. You further acknowledge that Fluency Tutor may contain information which is designated confidential by us and that you shall not disclose such information without our prior written consent.
- 6. Fluency Tutor also contains a range of information created by other third parties (including stories, text, images, video, audio and other content) (**Third Party Content**) which is protected by copyrights, trademarks and other forms of intellectual property rights recognized and protected by national and international laws. You agree to comply in your use of Third Party Content with all such laws as are applicable to you.
- 7. You undertake to indemnify us, on demand, without limitation, for any and all loss that we or any third party may suffer in connection with your breach of any obligation imposed on you by this clause 6.

#### 8. PRIVACY

- a. Your use of Fluency Tutor, including any registration process, may involve your disclosure to us of personal data (which term shall include sensitive personal data) relating to data subjects (personal data, sensitive personal data and data subjects each as defined by the Data Protection Act 1988). In the event that you do so disclose such personal data you:
  - i. warrant and represent to us that you have secured all consents and permissions, and have taken all actions necessary, as may be required by applicable law for the purposes of disclosure to us and subsequent use by us of any such data relating to third parties in the provision of Fluency Tutor in accordance with our **Privacy Policy**(https://docs.google.com/document/d/1RgqJbbXBLllpUIRjivko1q73juzPbNrDHtqDcpH\_8KY/pub)and
  - ii. in relation to any personal data relating to you, you consent to the use of such personal data in accordance with our **Privacy Policy** 
    - (https://docs.google.com/document/d/1RgqJbbXBLllpUIRjivko1q73juzPbNrDHtqDcpH\_8KY/pub).

#### 9. TERMINATION

8.1 We may at any time and for any reason (including without limitation for your breach of the User Terms, your bankruptcy or insolvency and/or where the provision to you of Fluency Tutor is in our sole opinion no longer commercially viable) terminate our legal agreement with you and the supply to you of Fluency Tutor. The provisions of clauses 5, 6, 7, 8, 9 and 12 shall survive termination of the Fluency Tutor. We reserve the exclusive right and prerogative to retain, maintain, archive, protect, use, or store any and all data or information after termination, without regard as to time or duration, as we may deem reasonable or necessary in the pursuit of our business or interests, or in protecting such business or interests.

#### 1. LIMITATION OF LIABILITY

- a. Nothing in these User Terms, including this clause 9, shall exclude or limit any warranty or liability which may not be lawfully excluded or limited by applicable law, including liability for fraud or for death or personal injury caused by our negligence.
- b. You acknowledge that we are not under an obligation to police any User Content or Third Party Content submitted to Fluency Tutor. If you find anything unlawful or offensive you can notify us at <a href="mailto:support@texthelp.com">support@texthelp.com</a>.
- c. You acknowledge that we have no control over the User Content or Third Party Content published.

  The amount created, the availability and any delays in publication of such User Content or Third Party
  Content are the sole responsibility of the respective party uploading the content. We therefore
  exclude any and all liability to the maximum extent permitted by applicable law in relation to any act
  or admission of any third party.
- d. Fluency Tutor is NOT a back up service. In particular, you acknowledge and agree that no refund will be due to you from us in the event of service failure, and you further acknowledge and agree that since we have no control over the content and/or quality of content (including User Content and Third Party Content) this limitation of our liability to you is reasonable.
- e. Fluency Tutor may contain third party cookies to enhance your user experience. You acknowledge and agree that we are not liable in relation to such third party cookies and that they are the sole responsibility of the third party cookie provider. Such third party cookies will be governed by their own terms and privacy policies, so you should read these before giving your consent to enable these third party cookies.
- f. There are no conditions, warranties, representations or other terms, express or implied, that are binding on us except as specifically stated in these User Terms (including implied warranties and conditions of merchantability, fitness for a particular purpose and non-infringement). Any condition, warranty, representation or other term concerning the supply of Fluency Tutor which might otherwise be implied into or incorporated in these User Terms, or any collateral contract, whether by statute, common law or otherwise, is hereby excluded to the fullest extent permitted by law.
- g. You expressly understand and so agree that your use of Fluency Tutor is at your sole risk and that Fluency Tutor is provided "As Is" and "As Available."
- h. In particular, we, our subsidiaries and affiliates, and our licensors, do not represent or warrant to you that:
  - i. your use of Fluency Tutor (including its use in conjunction with any other software) will meet your requirements, that your use of Fluency Tutor will be uninterrupted, timely, secure or free from error or that defects in the operation or functionality of Fluency Tutor provided to you will be corrected; and
  - ii. any information obtained by you as a result of your use of Fluency Tutor will be accurate or reliable;
  - iii. any content (including User Content and Third Party Content) will be of any particular standard and/or quality (and we expressly disclaim any liability for any loss, damage, cost, claim and/or expense incurred by you and/or any third party as a result of your and/or their accessing such

- content via Fluency Tutor, including in respect of any claim or action relating to the infringement of intellectual property rights);
- iv. that any content (including User Content and Third Party Content) will be accessible at any particular time;
- v. that Fluency Tutor will be secure or free from bugs or viruses; and
- vi. that defects in the operation or functionality of the Fluency Tutor will be corrected, rectified, or remedied.
- i. Any material (including User Content and Third Party Content) downloaded or otherwise obtained or accessed through the use of Fluency Tutor is done at your own discretion and risk, and that you will be solely responsible for any damage, loss, or prejudice to your computer system or other device or loss of data that results from the download or access of any such material.
- 10. In order for you to make full use of Fluency Tutor it may be necessary for you to use particular computer equipment or to download or install certain pieces of software. If you are unable to access all or part of Fluency Tutor because you do not have access to any necessary software or equipment, this shall not constitute a breach of these User Terms by us and we shall not be liable for any loss, damage or expense which may result from your inability to access Fluency Tutor.
- 11. No advice or information, whether oral or written, obtained by you from us or any of our subsidiaries, affiliates, officials, employees, or personnel, or through or from Fluency Tutor shall create any warranty not expressly stated in these User Terms. We shall not be under any liability whatsoever in respect of any inaccuracies or omissions in Fluency Tutor. All such liability is excluded by us to the fullest extent permitted by law.
- 12. You expressly understand and agree that we and our licensors shall not be liable to you for:
  - 1. any indirect, special, incidental or consequential loss or damage which may arise in respect of Fluency Tutor and/or its use or non-availability;
  - 2. loss of profit, business revenue, goodwill and anticipated savings:
  - 3. any trading or other losses which you may incur as a result of use of or reliance upon any content;
  - 4. the deletion of, corruption of, or failure to store, any content and other data maintained or transmitted by or through your use of Fluency Tutor;
  - 5. any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of Fluency Tutor or to your downloading of any content on it, or on any website linked to it; or
  - 6. any effect which use of Fluency Tutor may have on any software you use.
- 13. Our total aggregate liability for any loss, claim, cost, damages and/or expense incurred by you as a result of your or any third party's use of Fluency Tutor shall be limited to 100% of the last annual subscription fee paid by you to us. In the event that you have made no such payment, our total aggregate liability shall be £25. In view of the fact that you are not required to make any payment for the license granted under these User Terms, you acknowledge that this limitation on our liability is reasonable.
- 14. You agree and acknowledge that you are in a better position than us to foresee and evaluate any potential damage or loss which you may suffer in connection with the use of Fluency Tutor; that we cannot adequately insure its potential liability to you; and that accordingly the exclusions and limitations contained in this clause 9 are reasonable. You also undertake at all times to mitigate any such damage or loss.

#### 10. LINKS

- 10.1 We reserve the right to refuse applications to link to Fluency Tutor from people or organisations that we consider unsuitable. For further information or to request permission to link to Fluency Tutor please contact us.
- 10.2 Fluency Tutor may contain links that make it easy for you to visit other people's websites. We do not have any control over these sites, and we are not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such sites or resources.

#### 11. GENERAL

- 1. You shall not assign, transfer or sub-license any of your rights or obligations under these User Terms. We may at any time assign all or any of our rights and transfer all or any of our obligations under these User Terms.
- 2. Failure or neglect by us to enforce any of the provisions of these User Terms at any time shall not be construed or deemed to be a waiver of our rights nor shall this in any way affect the validity of the whole or any part of these User Terms, nor prejudice our rights to take subsequent action.
- 3. If any part of any provision of the User Terms shall be or become invalid, unlawful or unenforceable to any extent, then the remainder of such provision and all other provisions of the User Terms shall continue to be valid and enforceable to the fullest extent permitted by law.
- 4. The User Terms represent the entire agreement of you and us in relation to the subject matter of the User Terms and supersedes any previous agreement between you and us in relation to the User Terms. In the event of any conflict between these User Terms and any other terms relating to use of Fluency Tutor, the conflicting provisions of these User Terms shall take precedence over such other terms. Neither of you and us has relied upon any statement or representation made by the other in agreeing to enter this agreement.
- 5. Clause headings do not affect the interpretation of this Agreement, and references to a clause or the schedule are to clauses and the schedule to this Agreement. Words in the singular include the plural and in the plural include the singular, and references to any gender include all genders. A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it. References to **including** and **include(s)** shall be deemed to mean respectively **including without limitation**.

### 6, LAW AND JURISDICTION

a. These User Terms shall be construed in accordance with Northern Irish law and the parties hereby submit to the exclusive jurisdiction of the Northern Irish courts to settle any disputes which may arise in connection with these User Terms.

# **Related Articles**

End User License Agreement for WriQ (/help/end-user-license-agreement-for-wriq) End User License Agreement for WriQ (/help/wriq-extension-end-user-license-agreement-for-wriq)

End User License Agreement for EquatIO (/help/equatio-end-user-license-agreement)
End User License Agreement for Read&Write (/help/readwrite-eula)
End User License Agreement for Snapverter (/help/snapverter-user-terms)

Was this article helpful?







Leave a comment... (by entering your email address below you're agreeing to us contacting vou)



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Texthelp Web Properties Privacy Policy

ISMS 1.30 Web Properties Privacy Policy

Texthelp has created this privacy statement in order to demonstrate our firm commitment to internet privacy.

The following discloses our information gathering and dissemination practices for all non-excluded websites owned and operated by Texthelp.

#### **Environment variables**

We may record your environment variables, such as your IP address, host name, browser type, operating system, etc., to help diagnose problems with our server, and to administer our website. This information may be used to help identify you and your shopping cart, track referrals, prevent or report incidents of credit card fraud, or for other purposes deemed reasonable and necessary.

#### Cookies

Our sites may use cookies to keep track of your shopping cart, to personalise our web site to suit your tastes, to track referral information, and for other purposes. We have a detailed cookie policy available for review.

# Registration and order forms

Site registration and/or order forms may require users to give us contact information (like their name and email address). We use customer contact information from the registration form to send the user information about our company and to fulfill delivery of ordered products and services. The customer contact information is also used to contact the visitor when necessary.

Potentially sensitive information (e.g., credit card numbers) is collected through secure server connections.

Non sensitive information may be e-mailed to Texthelp representatives or agents. This email is generally not encrypted. As such, there is a remote possibility that the information could be intercepted by third parties. Visitors always have the option to provide this information in an alternative format.

# Third party access to information

Only such information as is necessary in order to process payments, to fulfill product and service delivery requirements, and for the purposes of Texthelp product marketing will be provided to third-parties in whom Texthelp have confidence their data security robustness is sufficient to protect your data. A full list of our data processing partners are available on request.

Texthelp will comply with any subpoena or summons issued by any federal, state, or local law enforcement or judicial agencies for information. We may voluntarily provide unsolicited information to appropriate authorities if we believe the information is relevant to a criminal investigation. Unless clearly and specifically stated at the point the information is gathered, we will not sell, give away, or otherwise share information about you for any purpose other than the purposes mentioned in this document.

Our website may contain links to other, non-Texthelp sites. Texthelp Limited is not responsible for the privacy practices or the content of such Web sites.

#### Public forums

Our sites may make chat rooms, forums, message boards, and/or news groups available to its users. Please remember that any information that is disclosed in these areas becomes public information. You should exercise caution when deciding to disclose your personal information.

## Security

Our sites have security measures in place to protect the loss, misuse and alteration of the information under our control. These measures include the use of secure servers to collect the information, encrypted databases, storage of the information in non-public areas of the servers, and other measures as deemed reasonable and necessary.

What personal information about customers does Texthelp gather?

We may collect the following information:

- name and job title
- contact information including email address
- demographic information such as postcode, preferences and interests
- other information relevant to customer surveys and/or offers

We require this information to understand your needs and provide you with a better service, and in particular for the following reasons:

- Internal record keeping
- We may use the information to improve our products and services
- We may periodically send promotional emails about new products, special offers or other information which we think you may find interesting using the email address which you have provided (you will only be contacted if you have not opted out)
- From time to time, we may also use your information to contact you for market research purposes. We may contact you by email, phone, fax or mail. We may use the information to customise the website according to your interests

Texthelp does not share this information with any Third Party.

Supplementation information

Our sites may supplement the information that you provide with information that is received from third parties.

Choice/opt-out

Our sites give users the following options for removing their information from our database to not receive future communications or to no longer receive our service.

You can send email to <u>info@texthelp.com</u>. You can send postal mail to the address which appears at the end of this document.

You can call us at the phone number which appears at the end of this document.

Correct/update information

Our sites give users the following options for changing and modifying information previously provided.

Email: info@texthelp.com

Send postal mail to the address which appears at the end of this document.

Call us at the phone number which appears at the end of this document.

Links to other websites

Our website may contain links to other websites of interest. However, once you have used these links to leave our site, you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites and such sites are not governed by this privacy statement. You should exercise caution and look at the privacy statement applicable to the website in question.

3rd Parties and Personally Identifiable Information

We do not allow 3rd parties to collect personally identifiable information.

GDPR Compliance & International Data Transfers Texthelp Billing & Contact Data is stored in Amazon Web Services (AWS) in the USA which meets the EU-US Privacy Shield framework adopted by the European Commission. This complies with data protection requirements and GDPR legislation when transferring data outside of the EU. By accepting these terms you accept that Texthelp may transfer and process information in a USA based EU-US Privacy Shield compliant data center, and in accordance with the Texthelp ISO 27001:2013 data security policies. Learn more about our GDPR policies at <a href="www.texthelp.com/gdpr">www.texthelp.com/gdpr</a> - our GDPR information page.

"Do Not Track" Requests

Currently the Texthelp website does not respond to "Do Not Track" requests. This is currently under review.

PCI DSS Compliance

While we may process your Credit Card Transaction we never store credit card Numbers, Expiry Dates or Security Codes. We will store the Transaction ID returned to us by Stripe <sup>TM</sup> who are our Credit Card Processor. We are PCI DSS Compliant.

Changes to this policy

Meaningful changes to this policy will be communicated by email to everyone that we hold a contactable email address for that has not opted out of communications.

Contacting us

If you have any questions about this privacy statement, the practices of our sites, or your dealings with any of our web sites, you can contact us at our headquarters:

Data Privacy & Security

Texthelp Ltd.

Lucas Exchange,

1 Orchard Way,

Greystone Road,

Antrim,

Northern Ireland.

**BT41 2RU** 

Tel: +44(0)28 9442 8105

Email: info@texthelp.com

Public information - Version 1 Revision 2