

# MobyMaxQuote

MobyMax, LLC  
P.O. Box 392385 | Pittsburgh, PA 15251  
888-793-8331

## Quote For

Quote Date: September 8, 2021  
District: Boone County  
School: A M Yealey Elementary School  
Quote Receiver: Erica Ashcraft  
Telephone: 904-647-2181  
Email Address: cynthia.colalillo@mobymax.com

## License Quoted

Subject: **MobyMax ALL Schoolwide License**  
Complete K-8 curriculum for all subjects including Math, Fact Fluency, Reading, Early Reading, Language, Writing, Science, and Social Studies

License End: September 30, 2022

Price: \$3,495.00

Subtotal \$3,495.00

<b>Total amount due:</b>	<b>\$3,495.00</b>
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### Five Ways to Order

- **Fax to** 1-888-793-8330
- **Email to** [billing@mobymax.com](mailto:billing@mobymax.com)
- **Mail to:**  
MobyMax  
P.O. Box 392385  
Pittsburgh, PA 15251
- **Call** 1-678-619-0106
- **Order online** with credit card or purchase order at [www.mobymax.com/order](http://www.mobymax.com/order).

### Please Include With Purchase Order

- School name and school zip code
- Email address or fax number for accounts payable department
- A copy of this quote
- A copy your tax exemption letter or certificate, if applicable

Quote expires after 90 days.

You can download our current W-9 form at [www.MobyMax.com/w9.pdf](http://www.MobyMax.com/w9.pdf).

Fix learning gaps.

**ORDER NOW**

Differentiated Learning

Assessments

Interactive Class

Engagement

Training

Remote Learning

# Student Privacy at All Levels

## Privacy Policy

**Last updated on February 21, 2018**

Student privacy is just as important to us as it is to you.

Our security starts with the data you enter into our program. Only the most basic personal information (name and grade level) is entered into MobyMax.

We never share your information with third parties, with only one exception: with your explicit permission, we may allow educational researchers to access aggregate class information.

You can reach out to us. We're here to answer any additional questions you might have. Please don't hesitate to call us at 1-888-793-8331 (between 8 am and 5 pm ET) Monday-Friday, or email us at [support@mobymax.com](mailto:support@mobymax.com) anytime.

### What we do

Comply with COPPA and FERPA.

Allow teachers to replace student first and last names with nicknames or aliases.

Allow parents/guardians to view a student's progress, time spent, and lesson data.

Constantly monitor the security and integrity of data.

Allow student accounts to be soft-deleted or

This Privacy Policy governs the manner in which MobyMax collects, uses, maintains and discloses personally identifiable information in records ("Student Records") collected from users ("User") of the [www.MobyMax.com](http://www.MobyMax.com) website ("Site"). This Privacy Policy applies to the Site and all the services offered by MobyMax on this Site.

### COPPA and FERPA

We are committed to working with our Users to comply with laws, rules, and regulations governing the use and protection of Student Records, including the Children Online Privacy Protection (COPPA) and the Family Educational Rights and Privacy Act (FERPA) and their implementing regulations, applicable state laws, and statutes governing Student Records we receive from Users. As such, MobyMax is committed to protecting the security, confidentiality, and integrity of Student Records that we receive from Users, as well as to protecting against unauthorized access or anticipated threats.

### Personal identification information

We may collect personal identification information from Users in a variety of ways, including, but not limited to, when Users visit our Site, subscribe to email alerts, and in connection with other activities, services, features or resources we make available on our Site. Users may be asked for, as appropriate, name

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permanently deleted.

address, mailing address, and phone number. Teachers or administrators choose which identifying information to include as the students' first name, last name, username, password, and ID. We never collect sensitive information such as student addresses, social security numbers, or dates of birth. We permit teachers

or administrators to replace student first and last names with nicknames or aliases. Users may, however, visit our Site anonymously. We will collect personal identification information from Users only if they voluntarily submit such information to us. Users can always refuse to supply personal identification information, except that it may prevent them from engaging in certain Site-related activities. Users can correct any erroneous personal information by emailing support@mobymax.com or calling (888)793-8331.

### Non-personal identification information

We may collect non-personal identification information about Users whenever they interact with our Site. Non-personal identification information may include the browser name, the type of computer and technical information about Users' means of connection to our Site, such as the operating system and the Internet service providers utilized and other similar information.

### Web browser cookies

Our Site may use "cookies" to enhance Users' experience. A User's web browser places cookies on their hard drive for record-keeping purposes and sometimes to track information about them. Users may choose to set their web browser to refuse cookies, or to alert them when cookies are being sent, but this may result in some parts of the Site not functioning properly.

### How we use collected information

MobyMax may collect and use Users' personal information for improving the User's experience or sending periodic emails. Students shall not receive email alerts containing any advertising or product information. We may use information in the aggregate to understand how our Users as a group use the services and resources provided on our Site and so that we may improve our Site. If the User decides to opt-in to our email alerts, they will receive emails that may include company news, updates, related product or service information, etc. If at any time the User would like to unsubscribe from receiving future emails, we include detailed unsubscribe instructions at the bottom of each email.

## What we don't do

Collect sensitive student information such as address, social security number, or date of birth.

Sell or rent user information.

Display commercial advertising.

### Property and control of student data

All student records and data continue to be the property of and under the control of the local educational agency. Students are able to access, print, and otherwise retain any student-generated content by accessing it through various channels in their student accounts. If teachers provide parents or guardians with login instructions, they are able to access basic student MobyMax data like progress, lessons completed, and time spent.

### How we protect your information

We adopt appropriate data collection, storage and processing practices, and security measures to protect against unauthorized access, alteration, disclosure, or destruction of your personal information, username, password, transaction information, and data stored on our Site.

### Sharing your personal information

We do not sell, trade, or rent Users' personal identification information to others. We will not allow unrelated third parties to use your personal information for any reason without your consent. We may share generic aggregated demographic information not linked to any personal identification information regarding visitors, and users with our business partners for the purposes outlined above. We may disclose and share personal information with (1) our group companies or any entity which acquires any part of our business, (2) with our service providers (including, for example, suppliers who develop or host our sites), (3) with

single sign-on providers that you use to access our software, (4) roster services that you use to update your student and teacher rosters, and (5) if required or permitted by law with other third parties with your consent.

### Procedure for unauthorized records disclosure

In the event of a breach or unauthorized disclosure of student records that would be subject to disclosure under applicable federal or state law has occurred, MobyMax will take prompt and appropriate steps to mitigate further breach or release of student records, provide notice to the affected User promptly and without reasonable delay, and work with the affected User to provide information and assistance necessary to comply with any notification to parents, legal guardians, or students, as is required by applicable law.

### Contract termination/completion

Following expiration or termination of the agreement under which the User purchased access to the MobyMax web-based products or services, and upon receipt of written request from the User, MobyMax will destroy or, if agreed, return to the User, the Student Records in its possession within a commercially reasonable period of time. At any point, teachers or administrators are able to soft-delete or permanently delete student accounts and data. For clarity, data generated by MobyMax or our products that is in aggregate, or that is anonymized (i.e., personally identifiable information has been removed) may be retained by MobyMax and used for product improvement purposes.

### Changes to this privacy policy

We may update this Privacy Policy at any time. When we do, we will revise the updated date at the bottom of this page. If we change the policy in a material manner, for example, if we seek to use personal information in a materially different way than we had previously, we will provide at least 30 days' notice to you so that you have sufficient time to evaluate the change in practice. Of course, you can always opt out by deleting your account before the changes take effect.

### Your acceptance of these terms

Unless you have entered into your own school or district contract with MobyMax, you signify your acceptance of this Privacy Policy by using this site. Your continued use of the Site following the posting of changes to this Privacy Policy will be deemed your acceptance of those changes.

### Contacting us

If you have any questions about this Privacy Policy, the practices of this Site, or your dealings with this Site, please contact [support@mobymax.com](mailto:support@mobymax.com).

**Find and fix learning gaps covering Common Core, NGSS, and State Standards.**

#### As Seen In

**DA** District Administration

**SCHOLASTIC** ADMINISTRATOR

**eSCHOOL NEWS**  
Daily Tech News & Innovation

**edtech**  
**digest**  
cool tools interviews trends

**TECH & LEARNING**

#### Connect With Us



#### Learn More

Contact Us    Weekly Webinars  
Support    Press  
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Careers

#### Solutions

Differentiated Learning  
Assessments  
Interactive Class  
Engagement

#### Get Started

Order Now  
W-9 Form  
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Sign In

#### Results

Prove 20  
Success Stories  
Success Videos  
10k Rave Reviews



# Terms of Use

**Last updated on July 6, 2020**

This Web Site ([www.MobyMax.com](http://www.MobyMax.com)) is operated by MobyMax, LLC (hereafter referred to as 'MobyMax'). By visiting our Web Site ('Web Site') and accessing the information, resources, services, products, and tools we provide, you understand and agree to accept and adhere to the following terms and conditions as stated in this policy (hereafter referred to as 'Terms of Use'). We reserve the right to change these Terms of Use from time to time without notice. You acknowledge and agree that it is your responsibility to review these Terms of Use periodically to familiarize yourself with any modifications. Your continued use of this site after such modifications will constitute acknowledgment and agreement of the modified terms and conditions.

Unless you have entered into your own school or district contract with MobyMax, you signify your acceptance of these Terms of Use by using this site. Your continued use of MobyMax following the posting of changes to these Terms of Use will be deemed your acceptance of those changes.

## **Responsible Use and Conduct**

By visiting our Web Site and accessing the information, resources, services, products, and tools we provide for you, either directly or indirectly (hereafter referred to as 'Resources'), you agree to use these Resources only for the purposes intended as permitted by (a) the terms of these Terms of Use, and (b) applicable laws, regulations, and generally accepted online practices or guidelines.

Wherein, you understand that:

- a. In order to access our Resources, you may be required to provide certain information about yourself (such as identification, contact details, etc.) as part of the registration process, or as part of your ability to use the Resources.
- b. You are responsible for maintaining the confidentiality of any login information associated with any account you use to access our Resources. Accordingly, you are responsible for all activities that occur under your account/s.
- c. Accessing (or attempting to access) any of our Resources by any means other than through the means we provide is strictly prohibited. You specifically agree not to access (or attempt to access) any of our Resources through any automated, unethical, or unconventional means.

d. Engaging in any activity that disrupts or interferes with our Resources, including the servers and/or networks our Resources are located on or connected to, is strictly prohibited.

e. Attempting to copy, duplicate, reproduce, sell, trade, or resell our Resources is strictly prohibited.

### **Open Communication Tools**

We may provide various open communication tools on our Web Site, such as blog comments, blog posts, public chat, forums, message boards, newsgroups, product ratings and reviews, various social media services, etc. You understand that generally we do not pre-screen or monitor the content posted by users of these various communication tools, which means that if you choose to use these tools to submit any type of content to our Web Site, then it is your personal responsibility to use these tools in a responsible and ethical manner. By posting information or otherwise using any open communication tools as mentioned, you agree that you will not upload, post, share, or otherwise distribute any content that:

a. Is illegal, threatening, defamatory, abusive, harassing, degrading, intimidating, fraudulent, deceptive, invasive, racist, or contains any type of suggestive, inappropriate, or explicit language;

b. Infringes on any trademark, patent, trade secret, copyright, or other proprietary right of any party.

c. Contains any type of unauthorized or unsolicited advertising;

d. Impersonates any person or entity, including any [www.MobyMax.com](http://www.MobyMax.com) employees or representatives.

We have the right at our sole discretion to remove any content that we feel in our judgment does not comply with these Terms of Use, along with any content that we feel is otherwise offensive, harmful, objectionable, inaccurate, or violates any 3rd party copyrights or trademarks. We are not responsible for any delay or failure in removing such content. If you post content that we choose to remove, you hereby consent to such removal, and consent to waive any claim against us.

We reserve the right to terminate your access to the open communication tools at any time, without notice, for any reason whatsoever.

We do not assume any liability for any content posted by you or any other 3rd party users of our Web Site.

### **Material You Provide to MobyMax**

Materials ('Material') include any submission by posting, uploading, inputting, or otherwise providing to MobyMax except information that is provided as part of the registration or rostering process. Material includes but is not limited to your recommendations, reviews, suggestions, problems, lessons, lesson plans, and rubrics that you create. You are granting MobyMax and its agents permission to use your Material in connection with MobyMax's operation of the Web Site and its other businesses, including without limitation, the right and perpetual, irrevocable, worldwide, royalty-free, exclusive license to copy, distribute, transmit, publicly display, reproduce, edit, translate and reformat your Material, and to publish your name in connection with your Material, all without the payment of compensation to you in respect of any such use of your Material. You warrant and represent that you own, or otherwise control, all of the rights to your Material.

### **Indemnity**

You agree, if permitted by law, to indemnify and hold harmless MobyMax and its parent company and affiliates, and their directors, officers, managers, employees, donors, agents, and licensors, from and against all losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting from any violation of these Terms of Use, the failure to fulfill any obligations relating to your account incurred by you or any other person using your account, or arising out of your use of, or conduct on, our Web Site. We reserve the right to take over the exclusive defense of any claim for which we are entitled to indemnification under these Terms of Use. In such event, you shall provide us with such cooperation as is reasonably requested by us.

### **Limitation of Warranties**

By using our Web Site, you understand and agree that all Resources we provide are "as is" and "as available". This means that we do not represent or warrant to you that:

- a) the use of our Resources will meet your needs or requirements,
- b) the use of our Resources will be uninterrupted, timely, secure or free from errors,
- c) the information obtained by using our Resources will be accurate or reliable, and
- d) any defects in the operation or functionality of any Resources we provide will be repaired or corrected.

Furthermore, you understand and agree that:

- e) any content downloaded or otherwise obtained through the use of our Resources is done at your own discretion and risk, and that you are solely responsible for any damage to your



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f) no information or advice, whether expressed, implied, oral or written, obtained by you from MobyMax or through any Resources we provide shall create any warranty, guarantee, or conditions of any kind, except for those expressly outlined in these Terms of Use.

### **Non-Commercial Use Limitation**

You may not modify, copy, distribute, display, perform, reproduce, publish, license, create derivative works from, transfer, retransmit, or sell any content from the Web Site.

### **Family Licenses**

Family licenses are for a single household. Students from multiple households cannot be registered in one Family account.

### **Number of Students Allowed for Teacher Licenses**

The maximum number of students allowed for a teacher license is 200 students.

### **Number of Students and Teachers Allowed for Schoolwide Licenses**

The number of students and teachers allowed for a schoolwide license is unlimited for a traditional brick-and-mortar school. All non- traditional schools, including but not limited to after-school programs, online schools, virtual schools, and adult education programs, require a per-student license.

### **Limitation of Liability**

In conjunction with the Limitation of Warranties as explained above, you expressly understand and agree that any claim against us shall be limited to the amount you paid, if any, for use of products and/or services. MobyMax will not be liable for any direct, indirect, incidental, consequential, or exemplary loss or damages which may be incurred by you as a result of using our Resources, or as a result of any changes, data loss or corruption, cancellation, loss of access, or downtime to the full extent that applicable limitation of liability laws apply.

### **Copyrights/Trademarks**

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### **Governing Law**

This Web Site is controlled by MobyMax. It can be accessed by most countries around the world. By accessing our Web Site, you agree that the statutes and laws of the state of Delaware, without regard to the conflict of laws and the United Nations Convention on the International Sales of Goods, will apply to all matters relating to the use of this Web Site and the purchase of any products or services through this site.

Furthermore, any action to enforce these Terms of Use shall be brought in the federal or state courts you hereby agree to personal jurisdiction by such courts, and waive any jurisdictional, venue, or inconvenient forum objections to such courts.

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