

## **TERMS AND CONDITIONS, PRIVACY POLICY, ACCEPTABLE USE POLICY**

### **Terms and Conditions**

**Last Updated September 9, 2021**

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### **Privacy Policy and Accessibility Report**

**Last Updated September 9, 2021**

#### **e-Comments Chrome Extension Privacy Policy**

The following section covers limitations and specific application of the comprehensive Privacy Policy regarding Pennington Publishing's e-Comments Chrome Extension. See the comprehensive [VCAT and WCAG 2.0 Privacy and Accessibility](#) document for complete information.

The e-Comments Chrome Extension uses Google Sign-In and Google Drive purely for the purpose of allowing the user to save and sync comment data between devices that they are logged into. Only the user has access to this data, except for comment data which the user

chooses to share. **Pennington Publishing has no access to personally-identifiable data shared in any Google apps by means of the e-Comments Chrome extension; thus, no data is shared for commercial purposes.**

### **Use of the e-Comments Chrome Extension by Students**

The e-Comments Chrome Extension does not facilitate the transmission or storage of data on any device other than the user's personal devices and Google Drive account, except when the user chooses to post comments on a shared Google Doc or Slide file.

Teachers, parents, and legal guardians assume full responsibility and complete liability for monitoring Students' use of the e-Comments Chrome extension and the data children share via the Google apps or by any other means of transmission. **Pennington Publishing has no access to the personally-identifiable data of children nor adults. Thus, no data is examined, nor shared for commercial purposes.**

When using a license for multiple users, also known as a group or site license, only the single license holder who purchased the e-Comments Chrome Extension or authorized designee shares email contact information with Pennington Publishing to activate the license. The purchaser or designee activates the users' accounts via their respective emails. Pennington Publishing has no access to user emails.

### **Chrome Web Store Privacy Policy**

<https://chrome.google.com/webstore/detail/e-comments/dcccbckfnndplihkaeiekggmeicbhgi/>

### **Acceptable Use Policy**

**Last Updated September 9, 2021**

This Acceptable Use Policy sets out a list of acceptable and unacceptable conduct for our e-Comments Chrome Extension herein referred to as the "app." If we believe a violation of the policy is deliberate, repeated or presents a credible risk of harm to other users, our customers, the app or any third parties, we may suspend or terminate your access. This policy may change as the e-Comments Chrome Extension updates and evolves, so please check back regularly for updates and changes. Capitalized terms used below but not defined in this policy have the meaning set forth in the Terms and Conditions.

**All users of the e-Comments Chrome Extension agree to the following:**

- comply with our Terms and Conditions, including the terms of this Acceptable Use Policy;

- comply with all applicable laws and governmental regulations, including, but not limited to, all intellectual property, data, privacy, and export control laws, and regulations promulgated by any government agencies, including, but not limited to, the U.S. Securities and Exchange Commission, and any rules of any national and other securities exchanges;
- upload and disseminate only Customer Data to which Customer owns all required rights under law and under contractual and fiduciary relationships (such as proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements) and do so only consistent with applicable law;
- use commercially reasonable efforts to prevent unauthorized access to or use of the app;
- keep passwords and all other login information confidential;
- monitor and control all activity conducted through your account in connection with the app;
- promptly notify us if you become aware of or reasonably suspect any illegal or unauthorized activity or a security breach involving your accounts or teams, including any loss, theft, or unauthorized disclosure or use of a username, password, or account; and
- comply in all respects with all applicable terms of the third-party applications, including any that Customer elects to integrate with the App that you access or subscribe to in connection with the app.

**All users of the e-Comments Chrome Extension agree not to do the following:**

- permit any third party that is not an Authorized User to access or use a username or password for the app;
- share, transfer or otherwise provide access to an account designated for you to another person;
- use the app to store or transmit any Customer Data that may infringe upon or misappropriate someone else's trademark, copyright, or other intellectual property, or that may be tortious or unlawful;
- upload to, or transmit from, the App any data, file, software, or link that contains or redirects to a virus, Trojan horse, worm, or other harmful component or a technology that unlawfully accesses or downloads content or information stored within the App or on the hardware of Kami or any third party;
- attempt to reverse engineer, decompile, hack, disable, interfere with, disassemble, modify, copy, translate, or disrupt the features, functionality, integrity, or performance of the app (including any mechanism used to restrict or control the functionality of the app), any third party use of the App, or any third party data contained therein (except to the extent such restrictions are prohibited by applicable law);
- attempt to gain unauthorized access to the app or related systems or networks or to defeat, avoid, bypass, remove, deactivate, or otherwise circumvent any software protection or monitoring mechanisms of the app;
- access the app in order to build a similar or competitive product or service or copy any ideas, features, functions, or graphics of the app;
- use the app in any manner that may harm minors or that interacts with or targets people under the age of thirteen;

- impersonate any person or entity, including, but not limited to, an employee of ours, an “Administrator”, an “Owner”, or any other Authorized User, or falsely state or otherwise misrepresent your affiliation with a person, organization or entity;
- use the app to provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act or other laws and regulations concerning national security, defense or terrorism;
- access, search, or create accounts for the app by any means other than our publicly supported interfaces (for example, “scraping” or creating accounts in bulk);
- send unsolicited communications, promotions or advertisements, or spam;
- place any advertisements;
- send altered, deceptive or false source-identifying information, including “spoofing” or “phishing”;
- abuse referrals or promotions to get more credit than deserved;
- sublicense, resell, time share or similarly exploit the app;
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- authorize, permit, enable, induce or encourage any third party to do any of the above.

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