

Website Terms of Use

Description of Site Services; Acceptance of Terms of Use

Welcome to www.amplify.com (together with any successor sites and the Site Services and Company Content (each as defined below), in whole and in part, the “Site”). The Site is operated by Amplify Education, Inc. (“Company” or “we”). The services that Company makes available on or through the Site include education-related articles, information and instructional services, purchasing functionality, support chat functionality and any other features, content, services, functionality and applications offered from time to time by Company on or through the Site (collectively, “Site Services”).

BY ACCESSING OR USING THE SITE, YOU REPRESENT AND WARRANT THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS TERMS OF USE AGREEMENT (“AGREEMENT”) AND YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. BY PURCHASING GOODS AND SERVICES ON THE SITE, YOU ARE ACCEPTING THE PRACTICES DESCRIBED IN THIS AGREEMENT AS WELL AS ANY ADDITIONAL TERMS OF USE THAT MAY BE ASSOCIATED WITH THE PARTICULAR GOODS AND SERVICES YOU ARE PURCHASING.

Please read this Agreement carefully. If you are an employee or other representative of a school or other organization who is accessing or using the Site on behalf of such organization, then you are agreeing to this Agreement on behalf of yourself and such organization. We may modify this Agreement at any time in our discretion, and we may provide such modifications to you by any reasonable means, including by posting the revised version of this Agreement on the Site. You can determine when this Agreement was last revised by referring to the “LAST UPDATED” legend at the top of this Agreement. Your access to or use of the Site following any changes to this Agreement will constitute your acceptance of those changes. Notwithstanding the foregoing, any changes to this Agreement shall not apply to any dispute between you and us arising prior to the date on which we posted the revised version of this Agreement incorporating such changes or otherwise notified you of such changes. If you do not agree to be bound by this Agreement, you must not access or use the Site. Your access to and use of certain parts of the Site may require you to accept additional terms and conditions, and may require you to download certain Software or Content (each as defined below).

Jurisdictional Issues

The Site is controlled and operated by Company from the United States, and is not intended to subject Company to the laws or jurisdiction of any state, country or territory other than that of the United States. Company does not represent or warrant that the Site is appropriate or available for use in any particular jurisdiction other than the United States. In choosing to access and use the Site, you do so on your own initiative and at your own risk, and you are responsible for complying with all local laws, rules and regulations. You are also subject to United States export controls and are responsible for any violations of such controls, including any United States embargoes and other federal rules and regulations restricting exports. We may limit the Site’s availability to any person, geographic area or jurisdiction we choose, at any time and in our discretion. Not all products or services described on the Site are available in all states or territories.

Company content

The Site contains information, text, files, images, video, sounds, musical works, computer code, works of authorship, applications, and other materials and content (collectively, “Content”) of Company or its licensors (“Company Content”). The Site (including the Company Content) is protected by copyright, trademark, trade secret and other laws, and as between you and Company, Company owns and retains all rights in the Site. Company hereby grants to you a limited, revocable, non-sublicensable license, during the term of the Agreement, to access, display and perform the Company Content (excluding any computer code) solely for your personal, non-commercial use and solely as necessary to access and use the Site. Except as expressly permitted by Company in this Agreement or on the Site, you may not copy, download, stream, capture, reproduce, duplicate, archive, upload, modify, translate, create derivative works based upon, publish, broadcast, transmit, retransmit, distribute, perform, display, sell or otherwise use or transfer any Content. You may not, either directly or through the use of any device, software, online resource or other means, remove, alter, bypass, avoid, interfere with or circumvent any copyright, trademark or other proprietary notice on the Content or any digital rights management mechanism, device, or other content protection or access control measure associated with the Content.

User content

You may not access or use the Site for any commercial purpose. You are responsible for all Content that you post, upload, transmit, e-mail or otherwise make available on, through or in connection with the Site (collectively, "User Content"). Please choose carefully the Content that you make available on, through or in connection with the Site. Company does not control any Content other than Company Content, and as such you may be exposed to offensive, indecent, inaccurate or otherwise objectionable Content by accessing or using the Site. Company is not responsible or liable for any Content or the conduct of any Site user. If you become aware of any misuse of the Site, please report such misuse immediately to Company at general@amplify.com. Company reserves the right (but has no obligation) to monitor the Site, including for inappropriate Content or conduct, and to remove any Content in Company's discretion and without liability to you or any third party.

Your proprietary rights

You retain any ownership rights that you have in your User Content. You hereby grant to Company and its affiliates, licensees and authorized users, a perpetual, non-exclusive, fully paid-up and royalty-free, sublicensable (through multiple tiers), transferable (in whole or in part), worldwide license to use, modify, excerpt, adapt, create derivative works and compilations based upon, publicly perform, publicly display, reproduce and distribute such User Content on, through or in connection with the Site and/or any other commercial or non-commercial endeavor of Company or any of its affiliates, including in connection with any distribution or syndication thereof to Third Party Services (as defined below), on and through all media formats now known or hereafter devised, for any and all purposes including promotional, marketing, trade and commercial purposes. The exercise of such rights shall not require any further permission or notice, payment or attribution to you or any third party. Company reserves the right to limit the storage capacity made available for User Content.

You represent and warrant that: (a) you own the User Content made available by you, or otherwise have the right to grant the license set forth in this Section, and (b) the posting of such User Content through or in connection with the Site does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity. You agree to pay for all royalties, fees and any other monies owing to any person or entity by reason of the use of such User Content.

Use of the site

You agree not to:

- Post, upload or otherwise transmit or link to Content that is: unlawful; threatening; harmful; abusive; pornographic or includes nudity; offensive; harassing; excessively violent; tortious; defamatory; false or misleading; obscene; vulgar; libelous; hateful; or discriminatory.
- Violate the rights of others, including patent, trademark, trade secret, copyright, privacy, publicity, contract or other proprietary rights.
- Harass or harm another person.
- Exploit or endanger a minor.
- Impersonate any person or entity.
- Introduce or engage in activity that involves the use of viruses, bots, worms, Trojan horses, Easter eggs, time bombs, spyware or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, or otherwise permit the unauthorized access to or use of a computer or a computer network.
- Interfere with, damage, disable, disrupt, impair, create an undue burden on, or gain unauthorized access to the Site or any Account, or Company's servers or networks;
- Restrict or inhibit any other person from using the Site (including by hacking or defacing the Site). Cover, remove, disable, block or obscure the Site (including advertisements on the Site).
- Use technology or any automated system, such as scripts or bots, to collect user names, passwords, e-mail addresses or any other data from or through the Site, or to circumvent or modify any security technology or software that is part of the Site.
- Send or cause to send (directly or indirectly) unsolicited bulk messages or other unsolicited bulk communications of any kind through the Site. If you do so, you acknowledge you will have caused substantial harm to Company, and that the amount of such harm would be extremely difficult to measure. As a reasonable estimation of such harm, you agree to pay to Company \$50.00 for each actual or intended recipient of such communication.
- Modify, adapt, translate, reverse engineer, decompile or disassemble the Site.
- Solicit, collect or request any information for commercial or unlawful purposes.
- Post, upload or otherwise transmit an image or video of another person without that person's consent.
- Use the Site to advertise, promote or engage in any commercial activity (including engaging in sales, contests or sweepstakes) without Company's prior written consent.
- Frame or mirror the Site without Company's express prior written consent.
- Use the Site in a manner inconsistent with any applicable law, rule or regulation.
- Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine," or in any way gather content of the Site or reproduce or circumvent the navigational structure or presentation of the Site without Company's express prior written consent. Notwithstanding the foregoing, Company grants to the operators of public search engines the permission to use spiders to copy material from the Site for the sole purpose of, and solely to the extent necessary for, creating publicly-available searchable indices of such material, but not caches or archives of such material. Company reserves the right to revoke these exceptions either generally or in specific cases.
- Attempt, facilitate or encourage others to do any of the foregoing.

Company reserves the right to investigate and take appropriate legal action against anyone who, in Company's discretion, violates this Agreement or attempts to do so, including terminating or suspending a user's Account or access to or use of the Site, or reporting any User Content or conduct to law enforcement authorities.

You (and not Company) are responsible for obtaining and maintaining all telecommunications, broadband and computer hardware, equipment and services needed to access and use the Site, and for paying all charges related thereto.

User disputes

You are solely responsible for your interactions with other users of the Site, providers of Third Party Services (as defined below) or any other third parties with whom you interact on, through or in connection with the Site.

Purchases

Company may make available products and services for purchase through the Site, and may use third-party suppliers and service providers to enable e-commerce functionality on the Site. You may only purchase products and services that appear on the Site and that are delivered to an address located in the United States. You may only purchase products and services for personal, non-commercial use by you, your educational institution or students of your educational institution. We may limit quantities or refuse any order for any reason or no reason, including if we have reasonable cause to believe an order is for onward sale or resale other than through distribution channels approved by us. We make no promise that products or services available on the Site are appropriate or available for use in locations outside the United States, and purchasing products or services for delivery to or use in territories where their contents are unlawful is prohibited. If you choose to purchase products or services from locations outside the United States, you do so at your own risk. It is your responsibility to ascertain and obey all applicable local, state, federal and international laws (including minimum age requirements) in regard to the possession, use and sale of any product or service made available through the Site.

If you wish to purchase any product or service made available through the Site, you may be asked to supply certain information relevant to your transaction, including your credit card number, the expiration date of your credit card, your billing address and your shipping information. YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARD(S) USED IN CONNECTION WITH ANY TRANSACTION. By submitting such information, you grant to Company the right to provide such information to third parties for purposes of facilitating the completion of transactions initiated by you or on your behalf. Verification of information may be required prior to the acknowledgement or completion of any transaction. While it is our practice to confirm orders by e-mail, the receipt of an e-mail order confirmation does not constitute our acceptance of an order or our confirmation of an offer to sell a product or service.

Details of the products and services available for purchase are set forth on the Site. All prices are displayed exclusive of all taxes and shipping/freight charges. Available payment methods, methods of shipping and shipping charges (including charges for expedited shipping, if available) are detailed on the Site. Company may also collect and remit sales tax on your purchase as required by United States law. If you are a tax-exempt entity, please enter the appropriate information where requested on your order form and we will not collect sales tax on your purchase.

Generally, credit and debit cards are not charged until we either ship the product(s) or confirm store availability (at which time you will be charged only for the products we have actually shipped along with any applicable taxes and shipping charges). However, we may pre-authorize your order amount with your credit or debit card issuer at the time you place the order, which may have an effect on your available credit line. When paying for a preorder with a debit card, you will be charged at the time you place your preorder. Please contact your credit or debit card issuer for more information. If you ordered a special delivery product, you will be charged once a delivery time is confirmed. For digitally delivered orders, your credit or debit card will be charged at the time that you initiate the download of the product.

All purchases made through the Site are made pursuant to a shipment contract. As a result, risk of loss and title for products purchased through the Site pass to you upon delivery of the products to the carrier. You are responsible for filing any claims with carriers for damaged and/or lost shipments. Please note that all shipping addresses must be compliant with the shipping restrictions contained on the Site.

Products, services and specifications

All products and services described or depicted on the Site, and all related features, content, specifications and prices, are subject to change at any time without notice. Certain weights, measures and similar descriptions are approximate and are provided for convenience purposes only. Packaging may vary from that shown. We make reasonable efforts to accurately display the attributes of our products, including the applicable colors; however, the actual color you see will depend on your computer system, and we cannot guarantee that your computer will accurately display such colors. The inclusion of any product or service on the Site at a particular time does not imply or warrant that such product or service will be available at any time. Occasionally, the manufacture or distribution of a certain product or service may be delayed for a number of reasons. In such event, we will make reasonable efforts to notify you of the delay and keep you informed of the revised delivery schedule. By placing an order, you represent that the products and services ordered will be used only in a lawful manner. All DVDs and similar products are sold for private, non-commercial home use (where no admission fee is charged), non-public performance, or classroom or instructional use only, and may not be duplicated.

Return and exchange policy

Unless otherwise specified in the terms associated with a particular product, you may return or exchange any product purchased through the Site within fourteen (14) days of receipt, by calling our customer service hotline, 1-800-823-1969, in the event that the purchased product is defective or you received the wrong product. Except for the foregoing, you may not return, cancel or exchange any product or service. Certain jurisdictions may provide additional statutory rights. Nothing herein is meant to limit your return or cancellation rights under local law. In the event that a return or exchange is due to an incorrect order or faulty product, we will be responsible for the shipping costs associated with such return. We will ship a replacement product upon receiving your defective or incorrect product and verifying the reason for the return or exchange.

Accuracy of information

We attempt to ensure that information on the Site is complete, accurate and current. Despite our efforts, the information on the Site may occasionally be inaccurate, incomplete or out of date. We make no representation as to the completeness, accuracy or currency of any information on the Site. For example, products or services included on the Site may be unavailable, may have different attributes than those listed, or may carry a different price than that stated on the Site. If an item's correct price is higher than our stated price, we will, at our discretion, either contact you for instructions before shipping or cancel your order and notify you of such cancellation. Items in your "Shopping Bag" reflect the current price displayed on the item's product detail page. Please note that this price may differ from the price displayed when the item was first placed in your Shopping Bag. In addition, we may make changes in information about price and availability without notice.

Chemicals, agricultural materials, and other hazardous materials

Certain products made available through the Site may include chemicals, agricultural materials or other material that may be subject to regulations or restrictions with respect to import or export, or to whom we may sell such material or where or how such material may be used. It is your responsibility to read and abide by all warning notices that accompany any products that you purchase. In addition, we reserve the right to request additional information from you, verify your identity, limit sales to certified educational or research institutions, or cancel or delay your order if required by law or if we believe it is necessary or advisable. Due to special shipping and handling requirements, freight companies routinely impose a surcharge on each package of hazardous material shipped. In such event, we will add such surcharge to your order.

Registration and account security

You may have the ability to create an account on or through the Site (an "Account"). If you submit registration information to create an Account, you represent and warrant that all information submitted to Company in connection with such registration is complete and accurate, and that you will update such information if it changes. If you create an Account, you are responsible for all use of your Account, and for maintaining the confidentiality of the information used to access your Account (including user name and password). You agree not to share your user name or password with anyone, or use anyone else's Account at any time. You agree to notify Company immediately if you suspect any unauthorized use of, or access to, your Account (including your user name and password). You acknowledge that the reuse of your password in connection with accounts on other websites increases the risk that the security of your Account may be compromised.

Third party links and services

The Site may make available, or third parties may provide, links to other websites, applications, resources, advertisements, Content or other products or services created, hosted or made available by third parties ("Third Party Services"), and such third party may use other third parties to provide portions of the Third Party Service to you, such as technology, development or payment services. When you access or use a Third Party Service, you are interacting with the applicable third party, not with Company, and you do so at your own risk. Company is not responsible for and makes no warranties, express or implied, as to the Third Party Services or the providers of such Third Party Services (including the accuracy or completeness of the information provided by such Third Party Service or the privacy practices of any third party). Inclusion of any Third Party Service or a link thereto on the Site does not imply approval or endorsement of such Third Party Service. Company is not responsible or liable for the content or practices of any Third Party Service or third party, even if such Third Party Service links to or is linked by the Site, and even if such Third Party Service is operated by an affiliate of Company or a company otherwise connected with us or the Site

Feedback

Unless we expressly agree otherwise in writing, if you provide us with any ideas, proposals, suggestions or materials ("Feedback"), whether related to the Site or otherwise, you hereby acknowledge and agree that (a) your provision of any Input is gratuitous, unsolicited and without restriction and does not place Company under any fiduciary or other obligation; and (b) any Feedback is not confidential and Company has no confidentiality obligations with respect to such Feedback. You hereby grant to us a world-wide, royalty-free, fully paid-up, exclusive, perpetual, irrevocable, transferable and fully sublicensable (through multiple tiers) license, without additional consideration to you or any third party, to reproduce, distribute, perform and display (publicly or otherwise), adapt, modify and otherwise use and exploit such Feedback, in any format or media now known or hereafter developed, and you hereby represent and warrant that you have all necessary rights to grant the foregoing license. We may use Feedback for any purpose whatsoever without permission or notice, compensation or attribution to you or any third party. You are and remain responsible and liable for the content of any Feedback.

Privacy

Please review the Privacy Policy for the Site, available at <http://www.amplify.com/privacy>, to learn about our information collection, usage and disclosures practices with respect to information collected by us through the Site. Please note that certain products or services made available by us, other than the Site, may be subject to different privacy policies. In addition, the Site's Privacy Policy does not address, and we are not responsible or liable for, the information collection, usage and disclosures practices of any third party or Third Party Service.

Disclaimers

THE SITE, USER CONTENT, THIRD PARTY SERVICES, AND ALL PRODUCTS AND SERVICES SOLD THROUGH THE SITE (COLLECTIVELY, THE "SITE PRODUCTS") ARE MADE AVAILABLE "AS-IS" AND "AS AVAILABLE" AND COMPANY DOES NOT GUARANTEE OR PROMISE ANY SPECIFIC RESULTS FROM USE OF THE SITE PRODUCTS. COMPANY AND ITS AFFILIATES EXPRESSLY DISCLAIM ANY WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN PARTICULAR, COMPANY AND ITS AFFILIATES MAKE NO WARRANTY THAT THE SITE OR USER CONTENT OR THIRD PARTY SERVICES, OR YOUR ACCESS TO OR USE THEREOF, WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, ACCURATE OR RELIABLE. UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE SITE PRODUCTS THAT VIOLATES ANY APPLICABLE LAW OR REGULATION. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

Under no circumstances will Company or its affiliates be responsible for any loss or damage, including property damage, personal injury or death, resulting from use of the Site, Products, problems or technical malfunction in connection with use of the Site, Products, attendance at any Company event or the conduct of any Site users, whether online or offline. Your use of the Site, Products is solely your responsibility and at your own risk. The User Content and Third Party Services do not necessarily reflect the opinions or policies of Company or its affiliates.

Limitations on liability

IN NO EVENT WILL COMPANY OR ITS AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT DAMAGES, ARISING FROM YOUR USE OF THE SITE PRODUCTS, EVEN IF COMPANY OR ONE OF ITS AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE TOTAL LIABILITY OF COMPANY AND ITS AFFILIATES TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO COMPANY FOR THE SITE PRODUCTS.

Indemnity

You agree to indemnify and hold harmless Company, its affiliates, subcontractors and other partners, and each of their respective officers, agents, partners and employees, from any losses, costs, expenses (including reasonable attorneys' fees), liabilities, claims or demands, due to or arising out of your use of the Site, your breach or alleged breach of this Agreement, your violation or alleged violation of any rights of another, or any Content that you post or otherwise submit on, through or in connection with the Site.

Termination

This Agreement remains in full force and effect while you access or use the Site. If you create an Account, you may terminate your Account at any time, for any reason, by contacting us at general@amplify.com. Company may terminate or suspend your Account and/or your access to or use of the Site at any time, for any or no reason, with or without prior notice or explanation, and without liability. Upon any such suspension or termination, your right to access and use the Site will immediately cease, and Company may immediately deactivate or delete your Account and all files and other information associated with it, and/or bar any further access to such files and other information. Company shall not be liable to you or any third party for any suspension or termination of your Account or of access to or use of the Site or any such files or other information, and shall not be required to make such files and other information available to you after any such suspension or termination. Sections 2, 5, 13, 17, 18, 19, 22, and 26 shall survive any expiration or termination of this Agreement.

U.S. export controls

All software made available in connection with the Site ("Software") may be subject to United States export controls. No Software may be downloaded from or through the Site or otherwise exported or re-exported in violation of U.S. export laws.

Governing law

The terms of this Agreement are governed by the laws of the State of New York, U.S.A., without regard to its conflicts of law provisions, and regardless of your location.

Arbitration

EXCEPT FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, ALL DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY, AND YOU AGREE THAT COMPANY AND YOU ARE EACH WAIVING THE RIGHT TO TRIAL BY A JURY. YOU AGREE THAT ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION.

Arbitration procedure

Any arbitration under Section 23 above will be administered by the American Arbitration Association under its Commercial Arbitration Rules and Supplementary Procedures for Consumer-Related Disputes (“Supplementary Procedures”), as amended by this Agreement. The Supplementary Procedures are available online at http://www.adr.org/aaa/ShowPDF?doc=ADRSTG_015820. The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or by us that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, such determination should be made by the AAA or by the arbitrator. The arbitrator’s decision will follow the terms of this Agreement and will be final and binding. The arbitrator will have authority to award temporary, interim or permanent injunctive relief or relief providing for specific performance of this Agreement, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. Notwithstanding any of the foregoing, nothing in this Agreement will preclude you from bringing issues to the attention of federal, state, or local agencies, and, if the law allows, they can seek relief against us for you.

Employment opportunities

Company may, from time to time, post Company employment opportunities on the Site and/or invite users to submit resumes to Company. If you choose to submit your name, contact information, resume and/or other personal information to Company in response to such employment listings, you are authorizing Company to use this information for all lawful and legitimate hiring, employment and other business purposes. Company also reserves the right, at its discretion, to forward such information to Company’s affiliates for their legitimate business purposes. Nothing in this Agreement or contained on the Site will constitute a promise by Company to review any such information, or to contact, interview, hire or employ any individual who submits such information.

Digital Millennium Copyright Act

The Digital Millennium Copyright Act of 1998 (“DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe that any material residing on or linked to from the Site infringes your copyright, please send (or have your agent send) to Company’s Copyright Agent a notification of claimed infringement with all of the following information: (a) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (b) identification of the claimed infringing material and information reasonably sufficient to permit us to locate the material on the Site (such as the URL(s) of the claimed infringing material); (c) information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an e-mail address; (d) a statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, the copyright owner’s agent or the law; (e) a statement by you that the above information in your notification is accurate and a statement by you, made under penalty of perjury, that you are the owner of an exclusive right that is allegedly infringed or are authorized to act on such owner’s behalf; and (f) your physical or electronic signature. Company’s Copyright Agent for notification of claimed infringement can be reached as follows: Copyright Agent, Amplify Education, Inc., 55 Washington Street, Brooklyn, NY 11201; Facsimile: 212-796-2311; Attn: Legal. Company’s Copyright Agent for notification of claimed infringement can also be reached electronically at: legal@amplify.com. Company reserves the right to terminate infringers’ and suspected infringers’ Accounts or their access to or use of the Site.

Notice for California residents

Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: If you have a question or complaint regarding the Site, please contact us by writing to Amplify Education, Inc., 55 Washington Street, Brooklyn, NY 11201 or by calling us at 212-213-8177 or sending a fax to 212-796-2311. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

Other terms

This Agreement does not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and Company. You may not assign, transfer or sublicense any or all of your rights or obligations under this Agreement without our express prior written consent. We may assign, transfer or sublicense any or all of our rights or obligations under this Agreement without restriction. The failure of Company to exercise or enforce any right or provision of this Agreement will not operate as a waiver of such right or provision. The Section titles in this Agreement are for convenience only and have no legal or contractual effect. References to and mentions of the word “include,” “includes,” “including,” or “e.g.” will mean “including, without limitation.” References to “discretion” will mean “sole discretion.” This Agreement operates to the fullest extent permissible by law. If any provision of this Agreement is unlawful, void or unenforceable, that

provision is deemed severable from this Agreement and does not affect the validity or enforceability of any remaining provisions. Without limitation, you agree that a printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Company will not be responsible for failures to fulfill any obligations due to causes beyond its control.

Please contact us at legal@amplify.com with any questions regarding this Agreement.

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