



Broome-Tioga BOCES Parents' Bill of Rights for Data Privacy and Security

Broome-Tioga BOCES is committed to protecting the privacy and security of student, teacher and principal data. In accordance with New York Education Law §2-d, BOCES wishes to inform the community of the following:

- A student's personally identifiable information cannot be sold or released for any commercial purposes.
- Parents have the right to inspect and review the complete contents of their child's education record.
- State and federal laws protect the confidentiality of personally identifiable information and safeguards associated with industry standards and best practices, including, but not limited to, encryption, firewalls, and password protection must be in place when data is stored or transferred.
- A complete list of all student data elements collected by the state is available for public review at <http://www.nysed.gov/data-privacy-security/student-data-inventory>, or by writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234.
- Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY, 12234. Complaints may also be directed to the Chief Privacy Officer via email at: privacy@nysed.gov.
- The BOCES will promptly acknowledge receipt of complaints, commence an investigation, and take the necessary precautions to protect personally identifiable information.

Appendix Supplemental Information Regarding Third-Party Contractors

In the course of complying with its obligations under the law and providing educational services, Broome-Tioga BOCES has entered into agreements with certain third-party contractors. Pursuant to such agreements, third-party contractors may have access to "student data" and/or "teacher or principal data" as those terms are defined by law.

Each contract BOCES enters into with a third-party contractor, where the third-party contractor receives student data or teacher or principal data, will include the following information:

- The exclusive purposes for which the student data or teacher or principal data will be used.
- How the third-party contractor will ensure that the subcontractors, persons or entities that the third-party contractor will share the student data or teacher or principal data with, if any, will abide by data protection and security requirements.
- When the agreement expires and what happens to the student data or teacher or principal data upon expiration of the agreement.
- If and how a parent, student, eligible student, teacher or principal may challenge the accuracy of the student data or teacher or principal data that is collected.
- Where the student, teacher or principal data will be stored (described in such a manner as to protect data security), and the security protections taken to ensure such data will be protected, including whether such data will be encrypted.

This section to be completed by the Third-Party Contractor and returned to Broome-Tioga BOCES

Section 1: Does the Third-Party Contractor have access to student data and/or teacher or principal data as those terms are defined by law?

Yes
Please complete Sections 2, 3 and 4

No
Please complete Section 3

Section 2: Supplemental Information Details

Third-Party Contractors subject to New York Education Law § 2-d – please complete the table below

SUPPLEMENTAL INFORMATION ELEMENT	SUPPLEMENTAL INFORMATION
Please list the exclusive purpose(s) for which the student data or teacher or principal data will be used by the third-party contractor, as defined in the contract (or list the section(s) in the contract where this information can be found)	EduTyping.com (a product of B.E. Publishing, Inc.) keeps all user and account information collected strictly private and confidential. All information we collect is used solely for educational purposes. We do not share, sell, or otherwise give away private information to anyone.
Please list how the contractor will ensure that any other entities with which it shares the protected data, if any, will comply with the data protection and security provisions of law, regulation and this contract (or list the section(s) in the contract where this information can be found)	It is the policy of B.E. Publishing to adhere to, and cooperate with school districts in meeting, all applicable privacy and security standards for the collection, storing, securing, and use of personal user information as set forth in state and federal regulations, such as the Family Educational Rights and Privacy Act ("FERPA") and Children's Online Privacy Protection Act ("COPPA").
Please list when the agreement expires and what happens to the protected data when the agreement expires (or list the section(s) in the contract where this information can be found)	Once an account's license is canceled or expires, all account information, including any Personally Identifiable Information that may have been collected relating to a child's use of the service, is securely archived for one year. One year after the cancellation or expiration of an account's
Please list how a parent, student, or eligible student may challenge the accuracy of the protected data that is collected; if they can challenge the accuracy of the data, describe how (or list the section(s) in the contract where this information can be found)	Parents have the right to review and request that EduTyping.com delete any personal information that the site has collected and retained about their child. If you would like to request that we delete any personal information we may have about your child (such as username, password, and performance information) or to request no further
Please list where the protected data will be stored (described in a way that protects data security), and the security protections taken to ensure such data will be protected and data security and privacy risks mitigated (or list the section(s) in the contract where this information can be found)	Data is backed up on U.S. based AWS cloud servers insuring industry-standard data security, privacy, confidentiality, and integrity.
Please list how the data will be protected using encryption (or list the section(s) in the contract where this information can be found)	We take industry-accepted administrative, technical, and physical safeguards reasonably designed to protect the security, privacy, confidentiality, and integrity of user and account data.

Section 3: Agreement and Signature

By signing below, you agree:

- The information provided in this document by the Third-Party Contractor is accurate
- To comply with the terms of Broome-Tioga BOCES Parents' Bill of Rights for Data Privacy and Security (applicable to Third-Party Contractors subject to New York Education Law § 2-d only)

Company Name B.E. Publishing, Inc. Product Name EduTyping

Printed Name Fernando Botelho Signature *Fernando Botelho* Date 9/7/2021

Section 4: Data Privacy Rider for All Contracts Involving Protected Data Pursuant to New York State Education Law §2-C and §2-D

BOCES and the Third-Party Contractor agree as follows:

1. Definitions:
 - a. Protected Information means personally identifiable information of students from student education records as defined by FERPA, as well as teacher and Principal data regarding annual professional performance reviews made confidential under New York Education Law §3012-c and §3012-d;
 - b. Personally Identifiable Information (PII) means the same as defined by the regulations implementing FERPA (20 USC §1232-g);
2. Confidentiality of all Protected Information shall be maintained in accordance with State and Federal Law and the BOCES's Data Security and Privacy Policy;
3. The Parties agree that the BOCES's Parents' Bill of Rights for Data Security and Privacy are incorporated as part of this agreement, and the Third-Party Contractor shall comply with its terms;
4. The Third-Party Contractor agrees to comply with New York State Education Law §2-d and its implementing regulations;
5. The Third-Party Contractor agrees that any officers or employees of the Third-Party Contractor, and its assignees who have access to Protected Information, have received or will receive training on Federal and State law governing confidentiality of such information prior to receiving access;
6. The Third-Party Contractor shall:
 - a. limit internal access to education records to those individuals that are determined to have legitimate educational interests;
 - b. not use the education records for any other purposes than those explicitly authorized in its contract or written agreement. Unauthorized use specifically includes, but is not limited to, selling or disclosing personally identifiable information for marketing or commercial purposes or permitting, facilitating, or disclosing such information to another Third-Party for marketing or commercial purposes;
 - c. except for authorized representatives of the Third-Party Contractor to the extent they are carrying out the contract or written agreement, not disclose any personally identifiable information to any other party;
 - i. without the prior written consent of the parent or eligible student; or
 - ii. unless required by statute or court order and the party provides notice of the disclosure to the New York State Education Department, Board of Education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by statute or court order;
 - d. maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of personally identifiable information in its custody;
 - e. use encryption technology to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the Secretary of the United States Department of Health and Human Services in guidance issued under Section 13402(H)(2) of Public Law §111-5;
 - f. adopt technology, safeguards and practices that align with the NIST Cybersecurity Framework;
 - g. impose all the terms of this rider in writing where the Third-Party Contractor engages a subcontractor or other party to perform any of its contractual obligations which provides access to Protected Information.

Agreement and Signature

By signing below, you agree to the Terms and Conditions in this Rider:

Company Name B.E. Publishing, Inc. Product Name EduTyping

Printed Name Fernando Botelho Signature *Fernando Botelho* Date 9/7/2021

EduTyping Privacy Policy

EduTyping.com (a product of B.E. Publishing, Inc.) keeps all user and account information collected strictly private and confidential. All information we collect (as described herein) is used solely for educational purposes. We do not share, sell, or otherwise give away private information to anyone. At most, some non-personal information such as IP address and web browser version are made available to third-party services that allow us to improve and administer the site.

It is the policy of B.E. Publishing to adhere to, and cooperate with school districts in meeting, all applicable privacy and security standards for the collection, storing, securing, and use of personal user information as set forth in state and federal regulations, such as the Family Educational Rights and Privacy Act ("FERPA") and Children's Online Privacy Protection Act ("COPPA").

EduTyping.com has created this privacy statement to demonstrate our firm commitment to privacy. This privacy policy applies to information, including personal information, that EduTyping.com collects about you when you use the EduTyping.com website.

EduTyping.com offers both a free trial (Student and Teacher) version and a premium (Student and Teacher), licensed version. The personal information we collect is dependent upon the version utilized.

EduTyping.com is designed to teach touch typing to K-12 students. Student enrollment in, and use of, EduTyping.com services is initiated and managed by teachers and/or a school/district administrator or representative. While we do not knowingly collect information from children under 13, the teacher portal portion of our site contains features for teachers (such as enrolling, assigning lessons, grading, and reporting on performance) designed for students. Teachers must obtain verifiable parent or guardian consent for the collection and use of personal information before allowing any students under the age of 13 to use EduTyping.com services. (See "COPPA and Parental Consent" below.)

Information We Collect

We collect information from you directly when you create an account. EduTyping.com may send one or more cookies to your browser to help customize your experience on our site, such as logging into your account, viewing course preferences and progress.

You may establish an account with EduTyping.com by providing us with a username and password, and optionally, an email address. By establishing an account, you can save and track your performance on our site. If you establish an account with us, we will collect information about your performance on our site. You can also establish an account to use our site by logging in through other services, such as Clever Single Sign-On, or Google. If you do, we may collect certain personal information through these other networks, including but not limited to, your full name and email address.

Sharing and Use of Information

All information we collect is used solely for educational purposes. We use the information described above to provide you access to our services, to communicate with you, to manage and improve our site, and for security purposes. As noted above, we do not sell the information we collect. Additionally, except as provided below, we will not share, or disclose information we collect from or about you.

Our site uses Google Analytics. Google Analytics places a cookie on your web browser and collects information such as IP address, the identity of Internet Service Provider, browser type, operating system, the referring web page, and the pages visited while on our site. It does not collect names or other identifying account information. We use this information to diagnose problems and to improve and administer the site.

We will share information, if required, to comply with the law or to protect ourselves against third party claims.

Data and System Security

We take industry-accepted administrative, technical, and physical safeguards reasonably designed to protect the security, privacy, confidentiality, and integrity of user and account data. No data transmission or storage over the internet is 100% secure. While we use best-practice industry standard security measures to protect personal information, we cannot promise or guarantee absolute security.

In the event of a data breach, which means an unauthorized access, disclosure, alteration, or use of user or account data (or circumstances that could have resulted in such unauthorized access, disclosure, alteration, or use) we promptly institute the following: (1) notify the school/district by telephone and email as soon as practicable, but no later than twenty-four hours after we become aware of the data breach; (2) provide the school/district with the name and contact information for a B.E. Publishing employee who shall serve as our primary security contact; (3) assist the school/district with any investigation, including interviews with our employees and review of all relevant records; and (4) assist the school/district with any notification the school/district deems necessary related to the security breach; (5) immediately engage and implement any necessary administrative, technical, and physical measures to protect systems and data.

Children's Information – FERPA and COPPA Compliance

Children under the age of 13 are not permitted to create their own account on EduTyping.com without consent from a parent, legal guardian, or teacher. In fact, teachers with an EduTyping.com account, or school administrators with an EduTyping.com account, are the ones authorized and provisioned to “enroll” students in an EduTyping.com course.

Information such as IP address, the identity of their Internet Service Provider, browser type, operating system, the site that brought them to our site, and the pages visited while on our site will still be collected, via a session cookie for performance management, from children who use the site without creating an account.

This information is lost and unsaved upon exiting the site. If you are the parent, legal guardian, or teacher of someone under the age of 13 who may have created an account and provided us with information without your knowledge or consent, please contact us at support@edutyping.com to have this information removed. If you know of anyone under the age of 13 who may have provided us with information, please report it to us at support@edutyping.com.

A parent, legal guardian, or teacher may provide consent and provision to “enroll” their child/student in an EduTyping.com student account. As noted above, our teacher portal is designed for teachers that may have students that are children, and we may collect information from children under 13 in

connection with this portion of the site. In compliance with the Children’s Online Privacy Protection Act (“COPPA”), see the following regarding the use of our site by children.

Children may use their EduTyping.com student account provided that their school has complied with its responsibilities under the Family Educational Rights and Privacy Act ("FERPA") and COPPA. If a teacher or school official has consented to our collection of information from children who are students in a manner consistent with COPPA, we will collect and use such personal information. This consent can be revoked, and the student’s information removed at any time. For parental and legal guardian rights, see specific section below. Contained within this privacy policy we provide each school with all the notices required under COPPA.

Please refer to the “Information We Collect” section for more information on the information we collect from children. EduTyping.com does not allow children to make this information publicly available.

COPPA and Parental Consent

If a teacher allows students under the age of 13 to use EduTyping.com services, the teacher consents, as required under COPPA, to the collection and use of personal information, as described in this Privacy Policy. Teacher must obtain verifiable parent or guardian consent for the collection and use of personal information before allowing any students under the age of 13 to use EduTyping.com services. See Downloadable Take Home Letter Document or PDF Form to gather parent or guardian consent.

Parent’s Rights

Parents have the right to review and request that EduTyping.com delete any personal information that the site has collected and retained about their child. If you would like to request that we delete any personal information we may have about your child (such as username, password, and performance information) or to request no further collection of personal information from your child, please contact us at support@edutyping.com, call us at 1-888-781-6921 or write to us at:

B.E. Publishing, Inc.
P.O. Box 8558
Warwick, RI 02888

Do Not Track Signals

Like most web pages, we do not respond to Do Not Track signals.

California Residents

To reiterate, we do not share, sell, or otherwise give away private information to anyone. But know that as a California resident you have the right to request that we tell you the categories of personal information we collect about you, where we get that information from, why we collect your personal information, who we share your information with, and what pieces of information we have collected about you. You also have the right to request that we tell you the types of businesses we share your information with, and what type of personal information we share with them. You have the right to request that we delete any of your information we have collected.

You can submit any of the above requests at support@edutyping.com. Alternatively, all created accounts can self-delete all personal information collected. To do so, login to the account page to view and delete your account, including all information collected.

We cannot discriminate against you for exercising your rights under the California Consumer Privacy Act (“CCPA”). Examples of discrimination would include denying you our services, charging you a different price, providing a different level of quality, or even suggesting you might receive a different price or a worse product.

California Residents – Sale of Children’s Information

To reiterate, we do not share, sell, or otherwise give away private information to anyone. So, if you are between the ages of 13 and 16 and live in California, we could not sell your information unless you consented. If you are a child under the age of 13, we could not sell your information without parental consent.

If you are the parent, legal guardian, or teacher of someone under the age of 13 who may have created an account and provided us with information without your knowledge or consent, please contact us at support@edutyping.com to have this information removed.

Retention and Deletion of Data

Once an account’s license is cancelled or expires, all account information, including any Personally Identifiable Information that may have been collected relating to a child’s use of the service, is securely archived for one year. One year after the cancellation or expiration of an account’s license, all Personally Identifiable Information within an account will be securely deleted.

Links to Other Sites

If you click on a link to a third-party site, you will be taken to websites we do not control. This policy only applies to the practices of EduTyping.com. We are not responsible for these third-party sites. Our site may also serve third party content that contains their own cookies or tracking mechanisms.

International Visitors

If you do not live in the United States, know that information we collect will be transferred to and processed in the United States. By using our site, you consent to the collection, transfer, processing, and storage of your information in the United States.

Questions or Concerns

If you have any questions about this Privacy Policy, please feel free to email us at support@edutyping.com or write to us at:

B.E. Publishing, Inc.
P.O. Box 8558
Warwick, RI 02888

Policy Changes

EduTyping.com may update this Privacy Policy from time to time. We will notify you of any material changes to our Policy as required by law. We will also post an updated copy on our website. Please check our site periodically for updates.

EduTyping Terms of Service

Updated: September 2020

1. This Is a Contract Between You and B.E. Publishing

This is a contract between you and B.E. Publishing, Inc. (a Rhode Island Corporation, with its principal place of business at 346 Smith Street, North Kingstown, RI 02852). We will refer to ourselves in this contract as either “B.E. Publishing” “we” or “our.” You are an individual person, or you are an employee or other agent of an educational institution or other entity on whose behalf you are accepting this contract. The facts you give us must be complete and correct. This contract covers your use of this service, and includes any other related services, software, machines, support, content and other media, papers, updates, or upgrades. We refer to these all as the “Service.” This contract also covers your use of any additional B.E. Publishing services for which you choose to sign-up while this contract is in force. Please note that this contract limits our liability and we do not provide warranties for the Service. The contract also limits your remedies. These terms are in Sections 10 and 11 and we urge you to read the terms carefully.

2. Acceptance of Terms

B.E. Publishing provides its service to you, subject to the following Terms of Service (“TOS”), which may be updated by us from time to time without notice to you. When using B.E. Publishing owned or operated services, you and B.E. Publishing shall be subject to any posted guidelines or rules applicable to such services that may be posted from time to time. All such guidelines or rules are hereby incorporated by reference into the TOS. B.E. Publishing may also offer other services that are governed by different Terms of Service.

3. How and When You May Use the Service

We provide the Service for your personal or educational use. You may not use the Service in a way that is against the law. You may not rent, lease, license or otherwise transfer any rights to use the Service. You may not provide commercial hosting services under this Agreement. You also may not use it in a way that harms our affiliates, resellers, distributors, service providers, suppliers, or us. We may tell you about certain specific harmful uses in a code of conduct or other notice available through the Service. We have, however, no duty to do so. You will obey any codes of conduct or other notices we provide. You may start using the Service as soon as it is made available to you with initiation of your Service account. No withdrawal right or “cooling-off” period applies to the Service, except if the law requires a “cooling off” period even when your use of a service starts right away.

4. COPPA and Parental Consent

If a Teacher allows students under the age of 13 to use the Services, Teacher consents as required under the Children’s Online Privacy Protection Act (“COPPA”) to the collection and use of personal information in the Services (if any is collected) described in the Privacy Policy. Teacher must obtain verifiable parent or guardian consent for the collection and use of personal information before allowing any students

under the age of 13 to use the Services. See Downloadable Take Home Letter Document or PDF Form to gather parent or guardian consent.

5. You Are Responsible for Your Service Account

You are responsible for all activity under your Service account. You are responsible for keeping confidential any password for your Service account. You must tell us right away about anyone using your account without your consent, or any security breach that relates to the Service.

6. Charges and Billing

EduTyping.com offers both a free trial (Student and Teacher) version and a premium (Student and Teacher), licensed version. This section applies only to the premium licensed version. For the services available without a fee, this section does not apply. If you pay us for the Service (either currently, or in the future), then the terms of this Section 6 apply to you.

6.1 Payment

When you first sign up for any Paid Service, you create a “License” and provide your “Payment Method” which may include the submission of a verifiable Purchase Order from an educational institution or other entity on whose behalf you are placing an order. You confirm that you are authorized to use the Payment Method. You authorize us to charge you for the Service using your Payment Method. You authorize us to charge you for any additional B.E. Publishing services for which you choose to sign-up while this contract is in force. You will pay Service charges in advance. We will not charge you again for the Service without further permission from you.

6.2 Refund Policies

Once Service is activated, and you wish to cancel the Service, refunds are at the discretion of B.E. Publishing, unless otherwise provided by law. See Sections 12 and 13 regarding terms for the cancellation of the Service.

6.3 Errors

If we make an error on your bill, we will correct it promptly after you tell us, and we will investigate the charge. You must tell us within 60 days after an error first appears on your bill. You release us from all liability and claims of loss resulting from any error that you do not report to us within 60 days after the error first appears on your statement. If you do not tell us within this time, we will not be required to correct the error. We can correct billing errors at any time.

7. Materials You Post or Provide; Communications Monitoring

You may be able to submit materials for use in connection with the Service. We do not claim ownership of the materials you post or otherwise provide to us (including feedback) related to the Service (called a “submission”). However, by posting or otherwise providing your submission, you are granting to the public permission to use, copy, distribute, display, and modify your submission, each in connection with the Service, and to publish your name in connection with your submission. You also give the public permission to grant this permission to other persons. This section only applies for legal content, and to the extent that use, and publishing of such legal content does not breach the law. We will not pay you

for your submission. We may refuse to transfer or may remove your submission at any time. For each submission, you must have all rights necessary for you to grant the permissions in this section. We consider your use of the Service, including the content of your communications, to be private. We do not routinely monitor your account or disclose information about your communications to anyone. However, to the maximum extent permitted by law, we may monitor your account and may disclose information about you, including contents of communications, if we deem it necessary to: (1) conform to legal requirements or respond to legal process; (2) ensure your compliance with this contract; or (3) protect the rights, property, or interests of B.E. Publishing, its employees, its customers, or the public.

8. Software

We may provide you with software to use with the Service. If you receive software from us, your use of that software is under the terms of the license that is presented to you for acceptance for that software. If there is no license presented to you, then we grant you the right to use the software only for the authorized use of the Service. Copyright and other intellectual property laws and treaties protect such software and content. We reserve all other rights to the software. B.E. Publishing or its suppliers own the title, copyright, and other intellectual property rights in such software. We may automatically check your version of the software. We may automatically download upgrades to such software to your computer to update, enhance and further develop the Service. Your license will end on the date your Service ends. Your license will also end if we modify the Service in a way that no longer supports such software. Promptly after the date your Service ends, you shall uninstall such software. We may disable such software after the date the Service ends. You will not disassemble, decompile, or reverse engineer any software or any machine included in the Service, except and only to the extent that the law expressly permits such activity. The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use.

9. How We May Change the Contract

If we change this contract, then we will tell you at least 30 days before the change is in force. We will tell you of the change by e-mail or online posting. We may also use other ways that we believe will reach you. If you do not agree to such changes, then you must cancel and stop using the Service before the changes are in force. If you do not stop using the Service, then your use of the Service will continue under the changed contract.

10. We Make No Warranty

We provide the Service “as-is,” “with all faults” and “as available.” B.E. Publishing gives no express warranties, guarantees, or conditions. You may have additional consumer rights under your local laws that this contract cannot change.

11. Liability Limitation; Your Exclusive Remedy

You can recover from B.E. Publishing only direct damages up to an amount equal to your Service fee for one month. You cannot recover any other damages, including consequential, lost profits, special, indirect, or incidental damages. This limitation applies to any matter related to the Service, any matter related to content (including code) on third party Internet sites, third party programs or third party

conduct, any matter related to viruses or other disabling features that affect your access to or use of the Service, any matter related to incompatibility between the Service and other services, software and hardware, any matter related to delays or failures you may have in initiating, conducting or completing any transmissions or transactions in connection with the Service in an accurate or timely manner, and claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law. It also applies even if this remedy does not fully compensate you for any losses or fails of its essential purpose; or B.E. Publishing knew or should have known about the possibility of the damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. They also may not apply to you because your province or country may not allow the exclusion or limitation of incidental, consequential, or other damages.

12. Changes to the Service; Our Cancellation of Service

We may change the Service or delete features at any time and for any reason. We may cancel or suspend your Service at any time. Our cancellation or suspension may be without cause and/or without notice. Upon Service cancellation, your right to use the Service stops immediately. Once the Service is cancelled or suspended, any data you have stored on the Service may not be retrieved later. Our cancellation of the Service will not alter your obligation to pay all charges. If we cancel the Service in its entirety without cause, then we will refund to you, on a pro-rata basis the amount of your payment corresponding to the portion of your Service remaining right before such cancellation.

13. Your Cancellation of Service

Your cancellation of the Service will not alter your obligation to pay all charges. If you cancel the Service in its entirety, then we may refund to you, on a pro-rata basis the amount of your payment corresponding to the portion of your Service remaining right before such cancellation. You may cancel the Service by simply leaving your account unused for 60 days. Once 60 days of inactivity has been reached, you will receive an email notification and 5 days later your account will be deactivated.

14. Choice of Law and Location for Resolving Disputes

If this contract is with B.E. Publishing, then claims for breach of this contract will be subject to the laws of the State of Rhode Island, without reference to conflict of laws principles. If this contract is with a B.E. Publishing affiliate, claims for breach of this contract will be subject to the laws of the place of incorporation for such affiliate, without reference to conflict of laws principles. All other claims, including claims regarding consumer protection laws, unfair competition laws, and in tort, will be subject to the laws of your state of residence in the United States, or, if you reside outside the United States, under the laws of the country to which we direct your Service. If this contract is with B.E. Publishing, you consent to the exclusive jurisdiction and venue of state or federal courts in Providence, Rhode Island, USA for all disputes relating to this contract or the Service. If this contract is with an affiliate, you consent to the exclusive jurisdiction and venue of the courts located in the place of incorporation for such affiliate for all disputes relating to this contract or the Service. You cannot revoke this consent.

15. Interpreting the Contract

All parts of this contract apply to the maximum extent permitted by law. A court may hold that we cannot enforce a part of this contract as written. If this happens, then we will replace that part with terms that most closely match the intent of the part that we cannot enforce. The rest of this contract will not change. This is the entire contract between us regarding your use of the Service. It supersedes any prior contract or statements regarding your use of the Service. If you have confidentiality obligations related to the Service, those obligations remain in force (for example, you may have been a beta tester). The section titles in the contract do not limit the other terms of this contract.

16. Assignment

We may assign this contract, in whole or in part, at any time with or without notice to you. You may not assign this contract, or any part of it, to any other party. Any attempt by you to do so is void. Instead, you may cancel your Service. The other party may then establish a Service account and enter into a contract with us.

17. Claim Must Be Filed Within One Year

Any claim related to this contract or the Service must be brought within one year. The one-year period begins on the date when the claim first could be filed. If it is not filed, then that claim is permanently barred. This applies to you and your successors. It also applies to us and our successors and assigns.

18. Your Notices to Us

You may notify us by e-mail or postal mail. Your notices to us must be addressed as stated in the customer support or "support" area for the Service.

19. Our Notices to You; Consent Regarding Electronic Information

This contract is in electronic form. There may be other information regarding the Service that the law requires us to send you. We may send you this information in electronic form. You have the right to withdraw this consent, but if you do, we may cancel your Service. We may provide required information to you (1) via e-mail at the e-mail address you specified when you signed up for your Service, (2) by access to a B.E. Publishing web site that will be designated in an e-mail notice sent to you at the time the information is available, or (3) by access to a B.E. Publishing web site that will be generally designated in advance for such purpose. Notices provided to you via e-mail will be deemed given and received on the transmission date of such e-mail. As long as you access and use the Service, you will have the necessary software and hardware to receive such notices. If you do not consent to receive any notices electronically, you must stop using the Service.