

PRIVACY POLICY

This privacy policy (this “Privacy Policy”) tells you about the information that Neufeld Learning Systems Inc. (the “Company,” “we” or “our”) collects in connection with the operation of its website, accessible via www.umathx.com (the “Site”), including when accessed through any state/district/school link that connects to the Site, how the information is used and how you can access and correct certain information that we may collect. For the purposes of these Terms of Use, “you” and “user” means the student, or the parent or guardian of a student, who is accessing the Site through a particular username and password assigned with respect to such student.

Please note that this Privacy Policy applies only to information collected from you (or, if you were enrolled by a third party, such as a school district or teacher (each, an “Authorized Person”) from such Authorized Person) by the Company via the Site and does not apply to information obtained or disclosed through offline correspondence or personal contacts with the Company’s representatives.

YOUR ACCEPTANCE OF THIS PRIVACY POLICY AND REVISIONS TO THIS PRIVACY POLICY

By using the Site, you agree to this Privacy Policy. If you do not agree to this Privacy Policy, you may not use the Site. The Company reserves the right, in our discretion, to change, modify, add or remove portions of this Privacy Policy from time to time, without prior notice to you. All revisions will be posted to the Site. We urge you to review this Privacy Policy frequently for changes. Your continued use of the Site means that you accept those changes.

INFORMATION COLLECTED AND HOW WE USE IT

You always remain in control of the information you provide to the Company. If you are a student who was enrolled by an Authorized Person you must contact the Authorized Person with regard to any questions or concerns with respect to your information.

We may collect two types of personally identifiable information: your name and grade level, which you (or an Authorized Person) have voluntarily submitted to us.

We may collect, maintain and use contact information you (or an Authorized Person) have voluntarily submitted so that we can contact you to respond to your comments or requests for information.

DATA SHARING AND TRANSFER

The Company will provide data and the personal identifiable information on individual students and the analysis of trends for all students on an aggregate basis to some or all of the following (collectively “Customer”): the state education agency, the school district, a student’s school or a student’s teacher. The Company provides such information as a service to its Customer but it does not control the use of such data after it provides it to the Customer. Consequently, the Company takes no responsibility or liability for the use of such data after it provides it to the Customer.

Neufeld Learning Systems, Inc., does not provide, sell or lend any personally identifiable information to any third party.

The Company reserves the right to disclose your personally identifiable information based on the good faith belief that such action is necessary or appropriate to: (a) protect and defend the rights or property of the Company, or (b) act in urgent circumstances to protect the safety or security of a student, the public or of users of the Company’s services and/or the Site.

Your personal information will generally be stored in the Company's databases. Specific information is provided on the Site's consent or registration form, where needed. Our policy is to ensure that your information is always granted the same level of protection no matter where it is stored. In the event that the Company is involved in a transaction such as a merger, stock purchase or sale, or sale of substantially all of the Company's assets, personal information may be transferred to the other party in such transaction under the same level of security it had before the transaction.

USE OF YOUR PERSONALLY IDENTIFIABLE INFORMATION

The Company stores only the student records provided to us by our Customers. Upon termination or cancellation of a Customer contract, the Company will delete all personally identifiable student data from its records. The Company may retain aggregate, non-identifying student usage information for the purpose of reporting, analytics, and improving the Company's products and services.

Upon our collection of your personally identifiable information, the Company may use such personally identifiable information internally, separately or in combination with pre-existing information, for the following purposes:

- To provide any requested services;
- To troubleshoot problems with the Site, or any services, as requested;
- To improve our products
- To customize your experience, content or homepage on the Site;
- To enforce our Terms of Use;
- To generate aggregate statistical studies and conduct research; or
- To provide any legitimate business service or product.

Neufeld Learning Systems, Inc., does not provide, sell or lend any personally identifiable information to any third party.

SECURITY

We take steps to make all information received from you online as secure as reasonably possible against unauthorized access and use.

ACCESS TO YOUR INFORMATION

We attempt to keep your files complete, up-to-date, and accurate. If you enrolled directly, you may update your personal information in one of the following ways:

1. You may contact us at support@umathx.com for any inquiry or request regarding our Privacy Policy or the handling of your personal information.
2. You may unsubscribe to any of our e-mails by following the unsubscribe instructions in the body of any e-mail message.
3. You also may write to us directly if you wish to: (a) update or delete your contact information; or (b) request that we cease sending you promotional or other information via mail or e-mail. Such written requests should be sent to the Company at the address below.

If you (or your student) was enrolled by an Authorized Person, you will have limited ability to edit your information. If you register your student and your student is later enrolled by an Authorized Person, the primary rights to edit the student's information revert to the Authorized Person. If you would like to update,

delete or modify any of your personal information or your preferences, please contact your Authorized Person.

The Company is strongly committed to protecting the safety and privacy of children who use the Site. We do not knowingly collect personal information online from children under 13 without consent from the parent or guardian or an Authorized Person.

When provided by a parent or guardian or an Authorized CHILDREN'S PRIVACY

Person, we may receive two pieces of personally identifiable information; the name and grade level of a child under 13, which such parent, guardian or Authorized Person has voluntarily submitted. The Company will provide such information to its Customer, as described in the "Data Sharing and Transfer" section above, and the Company takes no responsibility or liability for the use of such data after it provides it to the Customer. The Company may also use such information so that we can improve the products we provide to our Customer's to better meet their needs.

A parent or guardian or Authorized Person who has given the Company permission to collect and use a child's personal information can modify, update, correct a child's information or discontinue further collection or use of a child's information in accordance with the procedures described in the "Access to Your Information" section above.

CHOICE AND OPT-OUT PREFERENCES

Other than technological means, the Company does not collect your personally identifiable information unless you choose to provide it. If, at any time, you prefer not to receive further e-mail communications from the Company, you will have the ability to unsubscribe from such communications by means of a link or to write to us to opt out. If, at any time, you prefer not to receive any other form of communication from the Company, you will have the ability to unsubscribe from such communications by contacting us at the address below.

APPLICABLE LAWS

Your use of this Site shall be governed in all respects by the laws of the Province of Ontario without regard to choice of law provisions. You agree that jurisdiction over and venue in any legal proceeding directly or indirectly arising out of or relating to this Site shall be exclusively in the provincial courts located in the Province of Ontario. Any cause of action or claim you may have with respect to the Site must be commenced within one (1) year after the claim or cause of action arises. The Company's failure to insist upon or enforce strict performance of any provision of these Terms of Use shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any of these Terms of Use. The Company may assign its rights and duties under this Agreement to any party at any time without notice to you.

The Company makes no representation that materials in the Site are appropriate or available for use in other locations, and access to them from territories where their content is illegal is prohibited. Those who choose to access this Site from locations outside the Province of Ontario do so on their own initiative and are responsible for compliance with applicable local laws.



QUESTIONS OR COMMENTS

The Company welcomes questions and comments about this Privacy Policy. Questions or comments should be directed to the address below:

- Neufeld Learning Systems Inc.
- 7 Conifer Crescent
 - London, ON N6K 2V3 Canada
 - support@umathx.com

Dated. Oct 25, 2016