

Littératout Inc.

15 Alderson Road, Cambridge ON N3C 4C6

Last modified July 15, 2022.

## **AGREEMENT ON THE TERMS OF USE OF LITTERATOUT**

**The term LICENSE designates the permission to use the Littératout platform and its resources via a teacher account, granted upon payment of the subscription fee.**

**The term LICENSEE designates any person who holds a Littératout teacher/ parent account.**

This constitutes a legal agreement between you the LICENSEE and Littératout. In order to reflect the most recent terms of use, this agreement may be subject to occasional updates.

Only the LICENSEE holds the rights to use the platform and its content (interactive activities, digital books, video clips and printable activities) and this with their classroom students only.

These rights are obtained by purchasing a subscription to the Littératout platform, via an individual or group package, paid for by this LICENSEE or their employer. When purchasing such a LICENSE, an account is created for the LICENSEE, in their name, to which they alone has the right to access and use.

The Littératout LICENSEE thus becomes the holder of a LICENSE granting them the right to use the platform and its content for them alone and their group of students only. They are therefore prohibited from sharing Littératout content with third parties (e.g, colleagues, friends, etc.), other than their group of students or from distributing or transferring the documents available on the platform to anyone, whether in electronic or paper format.

In addition, the Littératout LICENSEE must keep their username and password confidential. They are therefore prohibited from disclosing or sharing their login ID and the LICENSEE must not allow third parties (eg, colleagues, friends, etc.) to use the login ID. Therefore, it is not permitted to use a single Littératout account to share with an entire school or with one or more other people.

The LICENSEE has the option of creating an account for each student in their class, up to a maximum of 30 student accounts (except in the case of a different agreement between Littératout and the LICENSEE). Each account created is intended for a single student. Each student who uses the Littératout platform must do so through their own student account and the LICENSEE must not allow several students to use the same account. In the event that a student is no longer part of the LICENSEE's class, the latter must delete the student's account. In addition, the LICENSEE can add an account for a new student at any time.

In the event that our system detects usage that does not comply with our terms of use, Littératout reserves the right to deactivate the LICENSEE's account or cancel the subscription without notice. No refund will be made in such a case.

## **MEMBER TYPES**

Paid subscription accounts – teacher, parent or student

Teacher, parent, and student accounts are available by subscription through a school board, school, individual, or family subscription. The service begins to be offered as soon as the teacher account or the parent account is created and continues for a period of 12 months, unless a different agreement has been concluded between the LICENSEE and Littératout. The service is accessible from any device with Internet access and meeting Littératout's minimum technical requirements.

### **INFORMATION COLLECTED**

All information collected is intended solely to provide the services to the LICENSEE as well as communication regarding the account or the promotion of our services to the LICENSEE. No information will be disclosed or sold to any third party for any reason.

### **LICENSEE PERSONAL INFORMATION**

Littératout collects the first and last names and email addresses of teachers or parents, as well as the name of their school, if applicable. This information is needed to create teacher and parent accounts.

### **STUDENT/ CHILDREN PERSONAL INFORMATION**

Teachers and parents create accounts for their students or children. They must register a name (or pseudonym), username and password for each account. We recommend the use of pseudonyms instead of student or child names. The student or child's email address is NOT required and we recommend that teachers and parents do not include this information.

Teachers and parents have access to tools, via the teacher interface, to manage the accounts of their students or children, as well as a dashboard presenting information on the performance of each

### **TECHNICAL REQUIREMENTS**

The platform and its content are accessible from any device with the most recent versions of Google Chrome and Apple Safari.

Subscriptions are valid for a period of either 12 months unless a different agreement has been concluded between the LICENSEE and Littératout. Renewal is not automatic. LICENSEES will receive a renewal reminder prior to the subscription expiration date. LICENSEES can renew their subscription by sending a written request to [inscriptions@litteratout.com](mailto:inscriptions@litteratout.com). If the subscription expires and is not renewed within 30 days, Littératout reserves the right to delete the accounts associated with the subscription and all related information.

## **INTELLECTUAL PROPERTY**

All trademark, copyright and intellectual property rights related to Littératout are the property of Littératout. You may not copy or use the material, structure, menu, appearance or characters that appear on the Littératout platform without the explicit consent of Littératout.

## **CLIENT SATISFACTION**

A refund will be issued, within 30 days of activation, if the LICENSEE is not satisfied with the services and/or the content of Litteratout, upon written request from the LICENSEE addressed to inscriptions@litteratout.com.

## **CHANGES**

We may change the Privacy Policy or Terms of Use from time to time to reflect, for example, changes to our practices or for other operational, legal or regulatory reasons. The LICENSEE will be directly informed in the event of significant modifications and will be able, when connecting to the teacher interface, to consult and accept the privacy policy and the modified conditions of use.

## **APPLICABLE RIGHT**

This Agreement is governed by the laws applicable in Ontario, Canada. Any dispute, controversy or claim arising out of, or breach of, this agreement, including its interpretation, performance or resolution, shall be settled in Ontario, Canada.

For further information, please contact Litteratout:

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