

Contract Rider between Vestal Central School District

And

- a. _____ (Vendor) acknowledges that the Vestal Central School District (Customer) is a public education governmental unit pursuant to the laws of the State of New York.
- b. This Rider is hereby incorporated into the Agreement between Vendor and Customer. Notwithstanding any other language in the Agreement, including any referenced documents as well as otherwise incorporated documents, to the contrary, the language of this Rider has been individually negotiated and supersedes any other language that conflicts with the provisions of this Rider.
- c. No part of this Agreement can be changed or modified as relates to Customer, without Customer's prior written notice and written agreement of the proposed changes to the Agreement.
- d. Vendor agrees to defend, indemnify, and hold harmless Customer and Customer's officers, employees, volunteers, Users, agents, and other representatives (collectively Indemnitees) from any and all losses, costs, liabilities, damages, and expenses (including but not limited to reasonable attorneys' fees and reasonable attorneys' fees in seeking to enforce its rights pursuant to this Agreement) arising out of intellectual property claims brought by third parties based upon any intellectual property supplied to Indemnitees by Vendor or Vendor's affiliates or licensors pursuant to this Agreement.
- e. No defense, indemnification, or hold harmless provision of the Agreement shall applied against Customer except to the extent Vendor also provides that identical provision protecting Customer and Customer's officers, employees, volunteers, agents, authorized users and other representatives.
- f. Vendor waives and releases Customer from any claim of reimbursement of legal fees relating to its enforcement of the Agreement except to the extent the relevant provision of the Agreement provides that the prevailing party is entitled to such fees on the disputed matter following the decision and judgment of a Court of law finally deciding the matter.
- g. Customer general liability. No limitations, exclusions, disclaimers or other language seeking to reduce or eliminate Vendors legal or financial duties shall apply to its duties under this subparagraph of the Rider.

- h. *No limitations shall apply to Vendor's duty to defend, indemnify, or hold harmless pursuant to subsection d above. For all other liabilities, Vendor's liability to Customer shall be the greatest of the amount and kind provided for in the agreement, or,
 - a. *One year's fees payable by Customer to Vendor pursuant to Agreement, or*
 - b. *Vendor's applicable insurance coverage.**
- i. *The Parties agree that this Agreement shall be governed by the laws of the State of New York, without regard to its conflict of laws principles. The parties agree that exclusive jurisdiction to resolve any conflicts relating to this Agreement shall be in the State and Federal Courts with venue in Broome County New York. The Parties consent to personal jurisdiction in such Courts. Arbitration is expressly prohibited. There is no waiver of class action suits against Vendor.*
- j. *No assignment shall be authorized against a Customer without its written consent.*
- k. *No Service of Process against Customer by electronic means is permitted.*
- l. *Vendor acknowledges that Customer is subject to New York State Freedom of Information Law. Confidential Information does not include any information required to be produced pursuant to law, or a lawfully issued subpoena or other judicially enforceable demand. Customer does not have to provide advance notice to Vendor prior to complying with such lawful demands for information.*
- m. *No limitation of time in the Agreement shall shorten Customers' time period to seek redress from the Vendor and where not satisfied, bring an action or special proceeding against Vendor as otherwise provided by applicable law.*
- n. *Vendor's rate of interest on any unpaid amounts due from Customer shall be 3% annual.*
- o. *This Rider shall survive termination of the Agreement.*

Vestal Central School District

Date



July 8, 2022

Vendor

Date

Exhibit A

DATA PRIVACY RIDER FOR ALL CONTRACTS INVOLVING PROTECTED DATA PURSUANT TO EDUCATION LAW §2-C AND §2-D

District and Vendor agree as follows:

1. Definitions:

(1) Protected Data 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;

(2) Personally Identifiable Information (PII) means the same as defined by the regulations implementing FERPA (20 USC §1232-g);

2. Confidentiality of all Protected Data shall be maintained in accordance with State and Federal Law and the [District's Data Security and Privacy Policy](#);

3. The Parties agree that the District's Parents' Bill of Rights for Data Privacy and Security are incorporated as part of this agreement, and Vendor shall comply with its terms;

4. Vendor agrees to comply with Education Law §2-d and its implementing regulations;

5. Vendor agrees that any officers or employees of Vendor, and its assignees who have access to Protected Data, have received or will receive training on federal and State law governing confidentiality of such data prior to receiving access;

6. Vendor shall:

(1) limit internal access to education records to those individuals that are determined to have legitimate educational interests;

(2) not use the education records for any other purposes than those explicitly authorized in its contract. 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 a third party for marketing or commercial purposes;

(3) except for authorized representatives of the third party contractor to the extent they are carrying out the contract, 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 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 the statute or court order;

- (4) maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable student information in its custody;
- (5) 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;
- (6) adopt technology, safeguards and practices that align with NIST Cybersecurity Framework;
- (7) impose all the terms of this rider in writing where the Vendor engages a subcontractor or other party to perform any of its contractual obligations which provides access to Protected Data.
- (8) If any terms of the foregoing agreement conflict with any terms of this exhibit, the terms of this exhibit, New York Education Law §2-d and the regulations shall control.”

Exhibit B
PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

The District, in compliance with Education Law §2-d, provides the following:

DEFINITIONS:

As used in this policy, the following terms are defined:

Student Data means personally identifiable information from the student records of a District student.

Teacher or Principal Data means personally identifiable information from District records relating to the annual professional performance reviews of classroom teachers or Principals that is confidential and not subject to release under the provisions of Education Law §§3012-c and 3012-d.

Third-Party Contractor means any person or entity, other than a District, that receives student data or teacher or Principal data from the District pursuant to a contract or other written agreement for purposes of providing services to the District, including, but not limited to, data management or storage services, conducting studies for or on behalf of the District, or audit or evaluation of publicly funded programs. Such term shall include an educational partnership organization that receives student or teacher or Principal data from a school district to carry out its responsibilities pursuant to Education Law §211-e and is not a District, and a not-for-profit corporation or other nonprofit organization, other than a District.

Parent means a parent, legal guardian, or person in parental relation to a student. These rights may not apply to parents of eligible students.

Eligible Student means a student 18 years and older.

1. Neither student data, nor teacher or Principal data will be sold or released for any commercial purpose;
2. Parents have the right to inspect and review the complete contents of their child's education records. Procedures for reviewing student records can be found in the Board Policy entitled *Student Records: Access and Challenge (#7240)*.
3. Security protocols regarding confidentiality of personally identifiable information are currently in place and the safeguards necessary to protect the confidentiality of student data are maintained at industry standards and best practices as defined below. The safeguards include, but are not limited to, encryption, firewalls, and password protection. As required by Education Law §2-d (5), the National Institute for Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity Version 1.1 (NIST Cybersecurity Framework or NIST CSF) is adopted as the standard for data security and privacy;

4. New York State maintains a complete list of all student data collected by the State and the data is available for public review at <http://www.p12.nysed.gov/irs/sirs/NYSEDDataElements2018.xlsx>, or by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, New York 12234;

5. Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed to the District's Data Protection Officer at 607-757-2211.

Complaints may be also be submitted to NYSED online at www.nysed.gov/data-privacy-security, by mail to Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234; by email to privacy@nysed.gov; or by telephone at 518-474-0937.

6. Parents have the right to be notified in accordance with applicable laws and regulations if a breach or unauthorized release of their student's personally identifiable information occurs.

7. Educational agency workers that handle personally identifiable information will receive annual training on applicable state and federal laws, the educational agency's policies, and safeguards associated with industry standards and best practices that protect personally identifiable information.

8. The District will promptly acknowledge receipt of complaints, commence an investigation, and take the necessary precautions to protect personally identifiable information.

- Following its investigation of a submitted complaint, the District shall provide the parent or eligible student with its findings within a reasonable period, but no more than 60 calendar days from receipt of the complaint;
- Where the District requires additional time, or where the response may compromise security or impede a law enforcement investigation, the District shall provide the parent or eligible student with a written explanation that includes the approximate date when the District anticipates that it will respond to the complaint;
- The District will require complaints to be submitted in writing;
- The District will maintain a record of all complaints of breaches or unauthorized releases of student data and their disposition in accordance with applicable data retention policies, including the Records Retention and Disposition Schedule LGS-1.

9. This policy will be regularly updated with supplemental information for each contract the District enters into with a third-party contractor where the third-party contractor receives student data or teacher or Principal data. The supplemental information must be developed by the District and include the following information:
- the exclusive purposes for which the student data or teacher or Principal data will be used by the third-party contractor, as defined in the contract;
 - how the third-party contractor will ensure that the subcontractors, or other authorized persons or entities to whom the third-party contractor will disclose the student data or teacher or Principal data, if any, will abide by all applicable data protection and security requirements, including, but not limited to, those outlined in applicable State and federal laws and regulations (e.g., FERPA; Education Law §2-d);
 - the duration of the contract, including the contract's expiration date and a description of what will happen to the student data or teacher or Principal data upon expiration of the contract or other written agreement (e.g., whether, when and in what format it will be returned to the District, and whether, when and how the data will be destroyed);
 - 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 data or teacher or Principal data will be stored, it will be described in such a manner as to protect data security and the security protections taken to ensure that such data will be protected and data security and privacy risks mitigated; and how the data will be protected using encryption while in motion and at rest will be addressed.
10. This policy shall be published on the District's website. This policy shall also be included with every contract the District enters with a third-party contractor where the third-party contractor receives student data or teacher or Principal data.

Vestal Central School District
New York State Education Law 2-D: Supplemental Information

This section to be completed by the Vendor

CONTRACTOR	[Vendor Name]
PRODUCT	[Product Name]
SUPPLEMENTAL INFORMATION ELEMENT	SUPPLEMENTAL INFORMATION
Please list the exclusive purposes for which the student data or teacher or Principal data will be used by the third-party contractor, as defined in the contract <i>(or list the section(s) in the contract where this information can be found)</i>	
Please list how the third-party contractor will ensure that the subcontractors, or other authorized persons or entities to whom the third-party contractor will disclose the student data or teacher or Principal data, if any, will abide by all applicable data protection and security requirements, including, but not limited to, those outlined in applicable State and federal laws and regulations (e.g., FERPA; Education Law §2-d) <i>(or list the section(s) in the contract where this information can be found)</i>	
Please list the duration of the contract, including the contract's expiration date and a description of what will happen to the student data or teacher or Principal data upon expiration of the contract or other written agreement (e.g., whether, when and in what format it will be returned to the District, and whether, when and how the data will be destroyed) <i>(or list the section(s) in the contract where this information can be found)</i>	
Please list 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 <i>(or list the section(s) in the contract where this information can be found)</i>	
Please list where the student data or teacher or Principal data will be stored, it will be described in such a manner as to protect data security and the security protections taken to ensure that such data will be protected and data security and privacy risks mitigated; and how the data will be protected using encryption while in motion and at rest will be addressed <i>(or list the section(s) in the contract where this information can be found)</i>	



Signature

July 8, 2022

Date

Ben Buckwold, CEO

Name & Job Title

Terms of Use

Effective Date: March 14, 2022

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS WEBSITE AND THE SERVICES. BY USING OR ACCESSING THIS WEBSITE AND THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THESE TERMS OF USE, INCLUDING THE PRIVACY POLICY ON THE SITE, AND ANY ADDITIONAL TERMS OR FUTURE MODIFICATIONS AS DESCRIBED HEREIN. IF YOU DO NOT AGREE WITH THESE TERMS OF USE, THEN PLEASE DO NOT ACCESS OR USE THIS WEBSITE AND THE SERVICES. YOU SHOULD PRINT A COPY OF THESE TERMS OF USE FOR FUTURE REFERENCE.

1. Definitions

In these Terms of Use:

“**Digital tasks**” means electronic interactive versions of lesson task types.

“**Disputes**” has the meaning prescribed under Section 16.

“**Distribute**” means to incorporate, run, submit, use, display, copy, upload, post, reproduce, embed, communicate, publish, distribute, create derivative works of, adapt, translate, perform, transmit, arrange, modify, export, merge, transfer, share, outsource and/or make available.

“**Includes**” and “**including**” means including without limiting the generality of the foregoing.

“**Licence**” has the meaning prescribed under Section 8.

“**Marks**” means the RED RIVER PRESS name and logos, and any other trademarks, trade dress, designs, trade names, domain names and logos appearing on or in connection with the Service.

“**Operator**” means Red River Press Inc., including all of its affiliates, subsidiaries, shareholders, officers, directors, agents, users, representatives, contractors, suppliers, customers, licensors, licensees, partners, affiliates and employees. From time to time, the Operator is referred to in these Terms of Use as “we” or “us.”

“**Order Acceptance Confirmation**” has the meaning prescribed under Section 10.

“**Person**” includes natural persons and any type of incorporated or unincorporated entity.



“**Registration Data**” has the meaning prescribed under Section 9.

“**Registered user**” means a person who has created and registered an account with the Service.

“**Service**” means the Site, as well as any online services offered by the Operator on the Site, including online retail services.

“**Site**” means this website, having the URL <http://www.ellii.com> as well as any related applications made available by the Operator on the Site and in any app stores for use on mobile devices, tablets, personal computers and other devices and subdomains and subsidiary sites, and all of the related web pages relating thereto, including, but not limited to, content (other than the User Content), user interfaces, visual interfaces, applications, software, information, photographs, images, ideas, illustrations, audio clips, video clips, data, code, designs, pictures, graphics, text, files, icons, user accounts, titles, themes, objects, techniques, databases, dialogue, locations, concepts, artwork, sounds, musical compositions, audio-visual effects, methods of operation, moral rights, company names, the Marks, trademarks, logos and trade names or other materials uploaded, downloaded and/or contained in or electronically Distributed on the Site or the Service, including the manner in which the said content and information is presented or appears, together with all intellectual property rights therein.

“**Terms of Use**” means these Terms of Use, including the Privacy Policy on the Site and other policies, operating rules and procedures referenced herein and/or available by hyperlink in these Terms of Use, and any additional terms, conditions or future modifications as described herein.

“**Use**” or “**uses**” includes accessing, registering, viewing, reading, copying (whether in whole or in part), creating an account, Distributing User Content, and purchasing.

“**User**” means a person who uses and accesses the Service in any manner, including merely accessing or viewing the Site, and includes a registered user, visitor, customer, contributors of User Content, or browser. Such a person is referred to in these Terms of Use as “user” or “you.”

“**User Content**” means any and all content, material and information Distributed by users via the Service, including any and all material and information about you and/or your image, your location, information in text, maps, videos, audio, images, articles, publications, data, photographs, illustrations, artwork, questions, suggestions, inquiries, testimonials, feedback, reviews, emails, ideas, drawings, comments, opinions, concepts, designs, music, sound, software, product names, company names, trademarks, logos and trade names, including any intellectual property rights contained therein.

2. Your Acceptance of these Terms of Use

Welcome to the website and online service of the Operator. This is a legal agreement between you and the Operator. These Terms of Use govern your use of the Service. Each time you use the Service, you signify your acceptance and agreement, and the acceptance and agreement of any person you purport to represent, to be bound by these Terms of Use,



whether or not you are a registered user of our Service. You must obey the Operator's policies as stated in these Terms of Use as well as all other operating rules, policies and procedures that may be published from time to time on the Service, each of which is incorporated herein by reference and each of which may be updated by the Operator from time to time without notice to you. You represent and warrant that you have the legal authority to agree to and accept these Terms of Use on behalf of yourself and any person you purport to represent. IF YOU DO NOT AGREE WITH EACH PROVISION OF THESE TERMS OF USE, OR YOU ARE NOT AUTHORIZED TO AGREE TO AND ACCEPT THESE TERMS OF USE ON BEHALF OF THE PERSON YOU PURPORT TO REPRESENT, THEN PLEASE DO NOT ACCESS OR USE THE SERVICE.

The Service is for convenience and informational purposes only and is not intended to convey advice or recommendations, or an offer to sell any product or service. These Terms of Use are in addition to any other agreement you may have with the Operator, including a transaction agreement. Your use of the Service includes the ability to enter into agreements and/or to make offers to purchase electronically. IF YOU CHOOSE TO ENTER INTO AGREEMENTS AND/OR TO MAKE OFFERS TO PURCHASE ELECTRONICALLY, YOU ACKNOWLEDGE THAT YOUR ELECTRONIC COMMUNICATIONS ARE SUFFICIENT TO CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND PURCHASES. YOUR AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC COMMUNICATIONS APPLIES TO ALL RECORDS RELATING TO ALL TRANSACTIONS YOU ENTER INTO ON THE SITE AND THE SERVICE. In order to access and retain your electronic records, you may be required to have certain hardware and software, which are your sole responsibility.

3. Permission to Use the Service

You may use the Service only if: (1) you have reached the age of majority where you live; and (2) you can form legally binding contracts under applicable law. You may not use the Service if you live in a jurisdiction where use of the Service or any part of it may be illegal or prohibited. It is solely your responsibility to determine whether your use of the Service is lawful, and you must comply with all applicable laws.

4. Changes to Terms of Use

The Operator reserves the right, at its sole discretion, to change, amend, modify, add or remove terms and conditions contained in these Terms of Use, at any time. The Operator shall inform the account holder within 24 hours of updating the Terms of Use, by email to the address associated with the account. Your continued use of the Service following the posting of such changes will mean that you accept and agree to the changes. If you do not agree to the changes, please stop using the Service.



5. Purpose

The Service allows you to access ready-made English teaching and learning content and courseware for educational use.

6. Ownership of the Service

The Service is the proprietary property of the Operator, its suppliers or its licensors, as the case may be. Unless expressly stated otherwise, the Service is protected by copyright and other intellectual property laws.

7. Trademarks

The Marks are registered or unregistered trademarks, trade dress, designs, domain names, trade names and logos owned or licensed by the Operator. All other trademarks, designs, domain names, trade names and logos not owned by the Operator that appear on the Service are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by the Operator. Any use of the Marks, except as expressly provided in these Terms of Use, is strictly prohibited. Nothing appearing on the Service or elsewhere shall be construed as granting, by implication, estoppel, or otherwise, any licence or right to use in any manner any of the Marks.

8. Permitted Use of the Service

We acknowledge that when you obtain access to the Service, your computer downloads a copy of the information that is on it. Provided that you are eligible for use of the Service and subject to these Terms of Use, the Operator hereby grants to you a limited personal, non-exclusive, non-sublicenseable, worldwide, revocable, non-assignable and non-transferable right and licence, to access, read, display on your computer, use and assign Digital Tasks to your own students of whom sub-student licences have been created and assigned, download and print a single copy of the text and images which are available on the Site (including any forms available on the Site which are designated for printing), and make photocopies to distribute to your own students only, solely for your personal and non-commercial use in connection with viewing the Site on any computer and any mobile devices, tablets, personal computers and other devices which you own and control, subject to any usage rules or other restrictions set out by the device manufacture, app store provider or platform operator for the term of these Terms of Use (the "Licence").



The Licence is personal to you, and may not be assigned, transferred or sub-licensed to any other person. Without limiting the generality of the foregoing, you may not make any commercial use of the Site, include the Site in or with any product that you create or Distribute, or copy the Site onto your, or any other person's, website. You will keep all copyright and other proprietary notices intact. Your use of the Service does not transfer to you any ownership or other rights in the Service. You may use the Service only in the manner described expressly in these Terms of Use and subject to all applicable laws. The Service may NOT be modified, copied, Distributed, forwarded, framed, reproduced, republished, downloaded, displayed, posted, uploaded, incorporate, transmitted, sold or exploited in any form or by any means, in whole or in part, without the Operator's prior written permission, except as expressly permitted by these Terms of Use or by applicable copyright laws. Using the Service for any other purpose or in any other manner is strictly prohibited. The Operator retains all rights not expressly granted hereunder. ANY USE OF THE SERVICE, OTHER THAN AS SPECIFICALLY AUTHORIZED UNDER THESE TERMS OF USE, WITHOUT THE PRIOR WRITTEN CONSENT OF THE OPERATOR, IS STRICTLY PROHIBITED AND WILL TERMINATE THE LICENCE. THE LICENCE IS REVOCABLE BY THE OPERATOR AT ANY TIME WITHOUT NOTICE AND WITH OR WITHOUT CAUSE.

You acknowledge and agree that the availability of certain applications related to the Service is dependent on the third party from which you received the application. Each application store may have its own terms and conditions to which you must agree before downloading the application from it. The Licence is conditioned upon your compliance with all applicable terms and conditions of the applicable application store.

9. Account Registration

You agree to: (a) provide true, accurate, current and complete information about yourself as prompted by any registration form(s) on the Service, including your geographical location and billing address (the "**Registration Data**"); and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete, including a valid email address. If you provide any information that is untrue, inaccurate, not current or incomplete, the Operator has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

Registered users will receive a password and account designation upon completing the Service registration process. You are responsible for maintaining the confidentiality of the password, account and account designation and are fully responsible for all activities that occur under your password, account designation or account. You agree to: (a) immediately notify the Operator of any unauthorized use of your password, account designation or account or any other breach of security; and (b) ensure that you exit from your account at the end of each session. You agree that the Operator cannot and will not be liable for any loss or damage arising from your failure to keep your password and account secure.

You may not transfer or sell your account and account designation to another party. If you are registering as a business entity, you personally guarantee that you have the authority to bind the entity to these Terms of Use. You may not use the Service to direct shoppers to another online



selling venue to purchase the same products as listed in the Service. This includes posting links/URLs or providing information sufficient to locate the other online selling venue(s). You cannot use your account for the purpose of redirecting traffic to another web location.

Certain aspects or all of the Service will not be available to temporarily or indefinitely suspended registered users. The Operator reserves the right, in the Operator's sole discretion, to cancel unconfirmed or inactive accounts. The Operator reserves the right to refuse the Service to anyone, for any reason, at any time.

10. Purchase Terms and Conditions

(a) Order Acceptance

Advertisements on the Service, including the Site, are invitations to you to make offers to purchase products and services on the Service and are not offers to sell. All prices and other amounts appearing on the Service are quoted in US dollars. Your properly completed and delivered electronic order form constitutes your offer to purchase the products or services referenced in your order. Your order will be deemed to be accepted only if and when we send an order acceptance confirmation email and you are redirected to a purchase confirmation page (collectively, the "Order Acceptance Confirmation"). The Order Acceptance Confirmation constitutes our acceptance of your order and forms a legally binding contract between you and the Operator.

(b) Payment

The Operator accepts payment via Paypal, Visa, Mastercard, and Purchase Order. Please be sure to provide your exact billing address and telephone number, which should be the address and telephone number connected with your credit card or payment account. Incorrect information may cause a delay in processing your order. The total price of your order will be charged to your method of payment when we have sent the Order Acceptance Confirmation to you. When you submit your electronic order form, you agree to pay in full for all products and services purchased through the Service, and you agree that the Operator may charge your credit card or payment account for any product or service purchased, including any applicable shipping, handling or processing fees, and for any additional amounts (including any taxes, customs fees and late fees, as applicable) as may be accrued to or in connection with your account. Purchases will include appropriate sales tax based on where the product or service is shipped and the sales tax rate(s) in effect at the time your order invoices. YOU ARE RESPONSIBLE FOR THE TIMELY PAYMENT OF ALL AMOUNTS OWING BY YOU, AND FOR PROVIDING US WITH VALID CREDIT CARD OR PAYMENT ACCOUNT INFORMATION DETAILS FOR PAYMENTS OF ALL SUCH AMOUNTS.

(c) Cancellation

If for any reason you are not completely satisfied with the product or service you have purchased, please contact the Operator directly at the support page at elli.com/contact.

(d) Changes/Corrections/Availability



The Operator reserves the right to: (a) correct any error, inaccuracy or omission at any time without prior notice or liability to you or any other person; (b) change at any time the products and services advertised or made available on the Service, the prices, fees, charges and specifications of such products and services, any promotional offers and any other part of the Service without any notice or liability to you or any other person; (c) reject, correct, cancel or terminate any order, including accepted orders for any reason; and (d) limit quantities available for sale.

(e) Misprints and Errors

The Operator endeavours to provide current and accurate information on the Service. However, misprints, errors, inaccuracies, omissions (including incorrect specifications for products) or other errors may sometimes occur. The Operator cannot guarantee that products and services advertised on the Service will be available when ordered or thereafter. The Operator does not warrant that the Service, including, without limitation, product descriptions or photographs, is accurate or complete.

(f) Your Information

We rely on the information you provide through the Service, including Registration Data, payment information (credit card numbers and expiration dates), and transaction-related information, which must be true, accurate, current and complete. You will be solely responsible and liable for any and all loss, damage, and additional costs that you, we or any other person may incur as a result of your submission of any false, incorrect or incomplete information or your failure to update your Registration Data and payment information within 30 days of any change.

(g) Encryption

The Service uses encryption technology to protect credit card information and payment account information from access by unauthorized third parties. However, the Operator cannot guarantee that the encryption technology will operate as intended or that a third party will not be able to access such information. BY SENDING ANY SENSITIVE INFORMATION OVER THE INTERNET IN CONNECTION WITH YOUR USE OF THE SERVICE, YOU AGREE THAT THE OPERATOR WILL NOT HAVE ANY LIABILITY IF THE APPLICABLE ENCRYPTION TECHNOLOGY FAILS TO PROTECT YOUR INFORMATION.

1. Discounts and Promotions

The Operator may make discounts and “free shipping” promotions available on certain items or in certain circumstances. Discounts and promotions are governed by these Terms of Use and any additional terms and conditions set out by the Operator applicable to the particular discount or promotion. By participating in our discount or promotions programs, you signify your agreement and acceptance of these Terms of Use and any additional terms and conditions applicable to such discount or promotion.

11. Rules of Conduct

You agree that you will be personally responsible for your use of the Service and for all of your communication and activity in using the



Service, including any User Content you Distribute via the Service. YOU AGREE AT ALL TIMES TO INDEMNIFY, DEFEND AND HOLD THE OPERATOR HARMLESS FROM ANY AND ALL LIABILITY OR DAMAGES ARISING FROM YOUR CONDUCT ON THE SERVICE, INCLUDING ANY USER CONTENT THAT YOU DISTRIBUTE VIA THE SERVICE AND/OR INFRINGEMENT OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

As a condition of using the Service, you agree to all of the following:

- You may be required to select a user name and password to access certain aspects of the Service, including to Distribute User Content and/or purchase products and services. You are responsible for maintaining the confidentiality of your user name and password.
- You are responsible for all activity that occurs under your user name.
- You are solely responsible for your conduct and any User Content that you Distribute on the Service or that you allow others to Distribute on the Service.
- You will not Distribute any User Content to, on or through the Service that is fraudulent, unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, obscene, libelous, slanderous, pornographic, invasive of another's privacy, or hateful.
- You will not Distribute any User Content that infringes or violates a patent, trademark, trade secret, copyright or other intellectual property rights of another person or entity, or that violate any right of privacy, or offer content that you do not have a right to make available under any law or under contractual or fiduciary relationships.
- You will not transmit any worms or viruses, spyware, malware, bugs or any other harmful or destructive code to or through the Service.
- You will not Distribute to users any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," "affiliate links," or any other form of solicitation.
- You may not link to or frame the Service, or any portion thereof, except as provided herein. The Operator does not permit activities such as bring-up or presenting content of the Service within another website, without written approval by the Operator. In this regard, without limiting the provisions contained in these Terms of Use, you may not frame any webpage from the Service. Further, you may not archive, cache or mirror any of the Service, or any part thereof.
- You will not use the Service for any illegal or unauthorized purpose or violate any applicable state, provincial, federal or local laws in your jurisdiction (including but not limited to intellectual property laws, criminal laws against money laundering, or tax laws).
- You will not "stalk" or otherwise harass anyone on or through the Service.
- You will not pretend that you are, or that you represent, someone else, or impersonate any other person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity.
- You will not access another registered user's account without that registered user's permission, nor will you compromise another registered user's account. You agree that if such acts are brought to the attention of the Operator, the Operator may (1) immediately terminate your account, if any; and (2) provide all relevant information to law enforcement officials in order to assist in an investigation of your actions.
- You will not violate nor attempt to violate the security of the Service, including, without limitation:
 - accessing data not intended for you, including logging into a server or account which you are not authorized to access;



- attempting to probe, scan or test the vulnerability of a system or network to breach security or authentication measures without proper authorization;
 - using any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Service or any content, or in any way reproduce or circumvent the navigational structure or presentation of the Service or any content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Service;
 - taking any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Service or the Operator's systems or networks, or any systems or networks connected to the Service or to the Operator's systems;
 - conducting a reverse look-up, tracing or seeking to trace any information on any other user to its source, or exploit the Service or information made available or offered by or through the Service, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Service;
 - attempting to interfere with, disrupt or disable service to any user, host or network, including, without limitation, via means of "denial of service" attacks, overloading, "flooding", "mailbombing" or "crashing";
 - disrupting network nodes or network services or otherwise restricting, inhibiting, disrupting or impeding the Operator's ability to monitor or make available the Service; or
 - taking any action in order to obtain services to which you are not entitled.
- You shall not transmit email or any other content that includes personal or identifying information about another person without that person's explicit consent.
 - You shall not transmit email or any other content that is false, deceptive, misleading, deceitful, or constitutes "bait and switch".
 - You shall not sublicense, reproduce, duplicate, copy, rent, lease, sell, resell, exploit, redistribute, modify, create derivative works from, reverse engineer, broadcast, Distribute, disseminate, decompile, publish, transmit, translate, adapt or vary any of the Service, or any portion thereof, including but not limited to the Site, in any form or by any means whatsoever, be they physical, electronic or otherwise.
 - You shall not remove any copyright, trademark or proprietary notices from any copies of the Service.
 - You shall not create a database in electronic or structured manual form by systematically downloading and storing all or any of the Service.
 - Your use of the Service cannot in any way harm or prejudice the image or perception of the Service or the Operator to others receiving the information on the Service.

12. Links to Other Sites & Resources



While the Service may contain links to external sites or resources, the Operator is not responsible for the content of any of the linked external sites or resources. The Operator provides these links as a convenience. THE OPERATOR DOES NOT ENDORSE ANY EXTERNAL SITE OR RESOURCE OR ACCEPT RESPONSIBILITY OR LIABILITY FOR ITS CONTENT, PRODUCTS, SERVICES, ACCURACY, AUTHENTICITY, TIMELINESS OR COMPLETENESS. You access these linked external sites and resources at your own risk. You may find some content to be offensive, harmful, inaccurate, or deceptive. You agree that the Operator shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, products or services available on or through any such external sites or resources. The Service may contain the opinions, advice, statements and views of other users. Given the interactive nature of the Service, we cannot endorse, guarantee, or be responsible for the accuracy, efficacy, or veracity of any content generated by our users. Any opinions, advice, statements and views expressed or made available by third parties, including registered users and users, are those of the respective author(s) or distributor(s) and not of the Operator. THE OPERATOR NEITHER ENDORSES NOR IS RESPONSIBLE FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE, STATEMENT OR VIEW MADE ON THE SERVICE BY ANYONE OTHER THAN AUTHORIZED THE OPERATOR EMPLOYEE SPOKESPERSONS WHILE ACTING IN THEIR OFFICIAL CAPACITIES.

13. Disclaimers and Limitation of Liability

THE LAWS OF CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR CONDITIONS OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE BELOW DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MIGHT NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS. YOU AGREE THAT THE SERVICE AND ALL PRODUCTS AND SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICE ARE PROVIDED BY THE OPERATOR ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. YOU FURTHER AGREE THAT YOUR USE OF THE SERVICE AND ALL PRODUCTS AND SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICE BY THE OPERATOR SHALL BE AT YOUR SOLE RISK.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE OPERATOR DISCLAIMS ALL WARRANTIES, CONDITIONS, GUARANTEES AND/OR REPRESENTATIONS, EXPRESS, STATUTORY OR IMPLIED, IN CONNECTION WITH THE SERVICE, THE USER CONTENT, THE SITES AND RESOURCES LINKED TO THE SERVICE, ALL PRODUCTS AND SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICE AND YOUR ACCESS TO AND USE THEREOF, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY, CONDITION, GUARANTEE AND/OR REPRESENTATION OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, PERFORMANCE, QUALITY, NON-INFRINGEMENT, SECURITY, ACCURACY, COMPLETENESS, SUITABILITY OR ANY IMPLIED WARRANTY, CONDITION, GUARANTEE OR REPRESENTATION ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

THE OPERATOR MAKES NO WARRANTIES, CONDITIONS, GUARANTEES OR REPRESENTATIONS ABOUT THE TRUTHFULNESS, ACCURACY OR



COMPLETENESS OF THE USER CONTENT, THE SERVICE AND/OR THE CONTENT OF ANY SITES OR RESOURCES LINKED TO THE SERVICE, OR THE AVAILABILITY, QUALITY, CHARACTERISTICS, LEGITIMACY, FUNCTIONALITY, SECURITY OR SAFETY OF ANY SITES OR RESOURCES LINKED TO THE SERVICE, THE USER CONTENT, THE SERVICE AND/OR THE SERVICES AND PRODUCTS INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICE, AND THE OPERATOR ASSUMES NO LIABILITY OR RESPONSIBILITY THEREOF.

THE OPERATOR ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (a) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICE; (b) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; (c) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (d) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY; AND/OR (e) ANY ERRORS OR OMISSIONS IN THE SERVICE AND USER CONTENT, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OR ACCESS OF THE SERVICE OR USER CONTENT DISTRIBUTED OR OTHERWISE MADE AVAILABLE VIA THE SERVICE.

IN NO EVENT SHALL THE OPERATOR BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY LOSS OR DAMAGE ARISING FROM, CONNECTED WITH, OR RELATING TO (a) PRODUCTS OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICE; (b) THE SERVICE AND YOUR ACCESS AND USE THEREOF; (c) THE USER CONTENT; (d) THE SITES AND RESOURCES LINKED TO THE SERVICE; AND (e) THESE TERMS OF USE, INCLUDING BUT NOT LIMITED TO, LOSS OF DATA, BUSINESS, MARKETS, SAVINGS, INCOME, PROFITS, USE, PRODUCTION, REPUTATION OR GOODWILL, ANTICIPATED OR OTHERWISE, OR ECONOMIC LOSS, UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY OR LAW OR EQUITY), REGARDLESS OF ANY NEGLIGENCE OR OTHER FAULT OR WRONGDOING (INCLUDING WITHOUT LIMITATION GROSS NEGLIGENCE AND FUNDAMENTAL BREACH) BY THE OPERATOR OR ANY PERSON FOR WHOM THE OPERATOR IS RESPONSIBLE, AND EVEN IF THE OPERATOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE BEING INCURRED. IN THOSE JURISDICTIONS THAT DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH JURISDICTIONS, THE LIABILITY OF THE OPERATOR SHALL BE LIMITED TO THE FULL EXTENT PERMITTED BY LAW.

YOU HAVE SOLE RESPONSIBILITY FOR ANY DECISIONS YOU MAKE BASED ON INFORMATION CONTAINED IN THE SERVICE. IF YOU USE THE SERVICE, YOU ARE AGREEING THAT THIS LIMITATION OF LIABILITY IS REASONABLE AND IN KEEPING WITH THE NATURE OF THE SERVICE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU ACKNOWLEDGE AND AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH THE OPERATOR IS TO STOP USING THE SERVICE AND TO CANCEL YOUR ACCOUNT. THE OPERATOR WILL NOT BE RESPONSIBLE FOR ANY DAMAGES YOU OR ANY THIRD-PARTY MAY SUFFER AS A RESULT OF THE TRANSMISSION, STORAGE OR RECEIPT OF CONFIDENTIAL OR PROPRIETARY INFORMATION THAT YOU MAKE OR THAT YOU EXPRESSLY OR IMPLICITLY AUTHORIZE THE OPERATOR TO MAKE, OR FOR ANY ERRORS OR ANY CHANGES MADE TO ANY TRANSMITTED, STORED OR RECEIVED INFORMATION.

THE OPERATOR'S TOTAL LIABILITY TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE GREATER OF (a) THE AMOUNT OF



FEES YOU PAID TO THE OPERATOR IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY; AND (b) \$100. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

IN ADDITION, NO ADVICE OR INFORMATION (ORAL OR WRITTEN) OBTAINED BY YOU FROM THE OPERATOR SHALL CREATE ANY WARRANTY.

YOU AND THE OPERATOR AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICE, ANY PRODUCTS OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICE, THE USER CONTENT, YOUR ACCESS AND USE OF THE SERVICE, ANY SITES OR RESOURCES LINKED TO THE SERVICE OR THESE TERMS OF USE, MUST COMMENCE AND BE FILED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION AROSE; OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

14. INDEMNIFICATION

BY ACCEPTING THESE TERMS OF USE, YOU AGREE TO INDEMNIFY AND HOLD THE OPERATOR HARMLESS FROM AND AGAINST ANY AND ALL ACTIONS, CLAIMS, PROCEEDINGS, COSTS, DAMAGES, DEMANDS, LIABILITIES, EXPENSES OR TAX ASSESSMENTS, WHATSOEVER, INCLUDING REASONABLE LEGAL FEES AND DISBURSEMENTS, ARISING OUT OF, SUSTAINED, INCURRED OR PAID BY US, DIRECTLY OR INDIRECTLY, IN RESPECT OF (a) YOUR USE AND ACCESS OF THE SERVICE; (b) YOUR ACTUAL OR ALLEGED BREACH OF THESE TERMS OF USE; (c) YOUR USE OF ANY SITES OR RESOURCES LINKED TO THE SERVICE; YOUR ACTUAL OR ALLEGED INFRINGEMENT BY YOU, OR ANY THIRD PARTY USING YOUR ACCOUNT OR PASSWORD, OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHT OF ANY PERSON OR ENTITY; (e) ANY USER CONTENT YOU DISTRIBUTE ON OR THROUGH THE SERVICE OR WHICH IS SENT TO US BY E-MAIL OR OTHER CORRESPONDENCE; AND/OR (f) YOUR ACTUAL OR ALLEGED VIOLATION OF ANY APPLICABLE LAWS, RULES, REGULATIONS OR RIGHTS OF ANOTHER.

15. Privacy

The Operator collects, uses and discloses users' personal information in accordance with its Privacy Policy, which is available by clicking [here](#). The Operator's Privacy Policy may be changed from time to time by the Operator in its discretion without any notice or liability to you or any other person by making an amended Privacy Policy accessible through the Service. By accepting these Terms of Use, and each time you use the Service, you consent to the collection, use and disclosure of your personal information by the Operator in accordance with the Privacy Policy as it then reads.



16. Governing Law

The Operator and the Service (excluding linked websites or resources) are physically located within the Province of Manitoba, Canada. These Terms of Use will be governed by the laws of the Province of Manitoba and the federal laws of Canada and shall be treated in all respects as a Manitoba contract, without reference to the principles of conflicts of law. Any dispute between you and the Operator or any other person arising from, connected with or relating to the Service, these Terms of Use, or any related matters (collectively, "Disputes") will be resolved before the Courts of Manitoba, sitting in the City of Winnipeg, and you hereby irrevocably submit and attorn to the original and exclusive jurisdiction of those courts in respect of all Disputes. Notwithstanding the foregoing, you and the Operator may apply to the court in any jurisdiction to obtain injunctive relief and any other available equitable or legal remedy regarding any matter relating to confidentiality, intellectual property rights or proprietary rights.

You and the Operator expressly exclude the UN Convention on Contracts for the International Sale of Goods and The International Sale of Goods Act (Manitoba), as amended, replaced or re-enacted from time to time.

You agree to waive any right that you may have to: (i) a trial by jury; and (ii) commence or participate in any class action against the Operator related to the Service, the User Content, these Terms of Use, any sites or resources linked to the Service and/or the products and services included on or otherwise made available to you through the Service. You also agree to opt out of any class proceedings against the Operator.

You and the Operator have required that these Terms of Use and all documents relating thereto be drawn-up in English. Vous et Red River Press Inc. avez demandé que cette convention ainsi que tous les documents qui s'y rattachent soient rédigés en anglais.

You consent to the exchange of information and documents between you and the Operator electronically over the internet or by email. You agree that this electronic agreement shall be equivalent of a written paper agreement between us.

Use of the Service is not authorized in any jurisdiction that does not give effect to all provisions of these Terms of Use, including without limitation, this Section. You shall comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of the Service. Some jurisdictions may have restrictions on the use of the internet by their residents. You agree not to impersonate another person in your use of the Service or the sending of any e-mail to an address listed on the Service.

You acknowledge and agree that the availability of certain applications related to the Service is dependent on the third party from which you received the application. Each application store may have its own terms and conditions to which you must agree before downloading the application from it. Such terms and conditions may be governed by other jurisdictions.



17. Termination

Notwithstanding any other provision of these Terms of Use and without prejudice to any other rights we may have, the Operator may, in its discretion and for its convenience, at any time, change, discontinue, delete, deactivate, modify, restrict, suspend or terminate, immediately, temporarily or permanently, these Terms of Use, your password, your account, the User Content and/or the Service, or any part thereof, without any notice or liability to you or any other person, for any reason.

If we terminate your account, your right to use the Service will immediately cease. You may terminate your account at any time and for any reason, and we will make available through the Service reasonable means for you to do so. If you terminate these Terms of Use at any time, the Operator may immediately suspend or

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If these Terms of Use or your permission to access or use all or any part of the Service is terminated for any reason, then these Terms of Use and all other existing transaction agreements between you and the Operator will continue to apply and be binding upon you regarding your prior access to and use of the Service, and anything connected with, relating to or arising therefrom. You agree that the Operator shall not be liable to you or any third-party for any termination of your access to and use of the Service or any part thereof.

Any such termination by the Operator shall be in addition to and without prejudice to such rights and remedies as may be available to Operator, including injunction and other equitable remedies.

All provisions of these Terms of Use will survive termination or expiry of these Terms of Use, including without limitation, the disclaimers, limitations on liability, warranties, representations, ownership, termination, interpretation, intellectual property and indemnity provisions of these Terms of Use.

18. General

(a) Entire Agreement

These Terms of Use, as they may be amended from time to time in accordance with the provisions of these Terms of Use, and all other existing transaction agreements between you and the Operator constitute and contains the entire agreement between you and the Operator with respect to your use of the Service and with respect to the subject matter hereof and supersedes any prior oral or written agreements. In the event of a conflict between these Terms of Use and any policies, rules or procedures posted on the Service, these Terms of Use will prevail.

(b) Relationship

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by these Terms of Use.



(c) Assignment and Inurement

The Operator may assign these Terms of Use to any third party. These Terms of Use cannot be assigned or transferred, in whole or in part, by you. These Terms of Use will enure to the benefit of and be binding upon each of you and the Operator and our respective heirs, executors, personal representatives, successors and permitted assigns.

(d) No Waiver

No waiver of any provision of these Terms of Use shall be binding on the Operator unless executed by the Operator in writing. No waiver of any of the provisions of these Terms of Use shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. The failure of the Operator to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision.

(e) Severability

Any provision of these Terms of Use which is held by a court of competent jurisdiction to be illegal, invalid or unenforceable in such jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such illegality, invalidity or unenforceability and shall otherwise be enforced to the maximum extent permitted by law, all without affecting the remaining provisions of these Terms of Use or affecting the legality, validity or enforceability of such provision in any other jurisdiction.

(f) Headings

All article or section headings are for reference and convenience only and shall not be considered in the interpretation of this Agreement.

(g) Unsolicited Commercial Electronic Messages

The inclusion of any email addresses on the Service does not constitute consent to receiving unsolicited commercial electronic messages or SPAM.

(h) Currency

All references to money amounts in these Terms of Use, unless otherwise specified, are in US dollars.

(i) Read and Understood

I have read and accept the terms and conditions in these Terms of Use.

19. Contact Us

If you have any questions, concerns or comments, please contact us at:

Red River Press Inc.

Mailing Address: PO Box 69052 Tuxedo Park, Winnipeg, Manitoba,
R3P 2G9, Canada

Telephone (International): +1 204 452 8241



Telephone (Toll-Free US & Canada): +1 866 896 7123

Contact: ellii.com/contact




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






Formerly  ESL Library

Great teachers
need
great content







Features

-  Lessons
-  Flashcards
-  Digital






Social

-  LinkedIn
-  Facebook
-  Twitter
-  Instagram
-  Pinterest
-  YouTube
-  Spotify

Company

-  About
-  Blog
-  Careers
-  Conference
-  Partnerships
-  Press

Support

-  Help Docs
-  Contact Us
-  Terms of Use
-  Privacy Policy
-  US Efficacy/Funding

Ellii ([formerly ESL Library](https://ellii.com))

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Privacy Policy

Ellii.com (the "Site") is operated by Red River Press Inc. (also known as "Red River Press", "us", or "we"). At Red River Press, the privacy of our users is of extreme importance to us. Whether you are participating in our online educational resources or sharing feedback, we want to make sure that the personal information that you disclose to us remains secure. That is why we have developed this Privacy Policy, which governs how we collect, use and disclose your personal information (the "Privacy Policy"). This page contains the Privacy Policy for the Site, as well as for any related subdomains and subsidiary sites operated by Red River Press (collectively, the "Sites"), and for any online services offered by Red River Press, including but not limited to the education program services, classroom resource services, downloadable worksheets, flashcards, lesson plans, educational games, educational activities, blog and events offered by Red River Press (together with the Sites, the "Service").

By using the Service, you consent to the collection, use and disclosure of your personal information by Red River Press in accordance with this Privacy Policy. You may choose not to provide us with your personal information. However, if you make this choice we may not be able to provide you with the product, service, or information that you requested.

Without a parent or guardian, you must be thirteen (13) years or older to create an account at Ellii. The creation of an account is not intended for use by individuals under the age of thirteen (13) years, without initial set up and permission by a parent or guardian. By signing up for the Services, you represent and warrant to Red River Press that you are thirteen (13) years of age or older, you have the right, authority and capacity to agree to and abide by this Privacy Policy, and you will use the Site in a manner consistent with any and all applicable laws and regulations. A "Student" account initiated by a Teacher member may be created for use by a child under the age of 13, provided the parent or guardian has created the account and given the child permission to log in, for the purpose of completing assignments.

1. Definitions

For the purposes of this Privacy Policy, the following words have the following meanings:

"collection" means the act of gathering, acquiring, recording or obtaining personal information from any source, including third parties, by any means.

"consent" means voluntary agreement with the collection, use and disclosure of personal information for defined purposes. Consent can be



either express or implied and can be provided directly by the individual or by an authorized representative, such as a parent, guardian, teacher or group leader. Express consent can be given orally, electronically or in writing. Implied consent is consent that can reasonably be inferred from a user's action or inaction.

"disclosure" means making personal information available to a third party.

"employee" means an employee of Red River Press, and for the purpose of this Privacy Policy only, includes agents, independent and other contractors performing services for Red River Press.

"personal information" means information about an identifiable individual, but not aggregated information that cannot be associated with a specific individual.

"registered user" means a person who has registered for the Service, as well as a Subscribing Organization that has registered for the Service.

"Subscribing Organization" means a company, entity or organization that has registered for the Service.

"third party" means an individual other than the user, or the user's agent, or an organization outside Red River Press or a Subscribing Organization.

"use" means the treatment, handling and management of personal information by and within Red River Press.

"user" means a person who uses and accesses the Service in any manner, including merely accessing or viewing the Sites, and includes a registered user, visitor, customer or browser. Such a person is referred to in this Privacy Policy as "user" or "you".

2. Collection

Red River Press may collect any or all of the following personal information if the information is reasonably required to provide the services accessed or requested by you:

- (a) information that you provide when you become a registered user or otherwise complete forms on the Sites, such as your name, email, postal address, educational information, school name, age, group contact information, and interests of children;
- (b) information that you provide to Red River Press when you subscribe to the Service;
- (c) your correspondence with Red River Press employees, including any questions, concerns or comments you may have about the Service or problems that you report;
- (d) details of your requests made through the Service.

Red River Press does not collect information related to method of payment such as a credit or debit card number. All purchases of Red River Press products and services will be directed to and handled by third



parties such as PayPal, Stripe, and Recurly. You will be bound by the privacy policies of these third party sites.

3. Purpose of Collection and Use of Personal Information

Red River Press collects your personal information and will use your personal information as is reasonably required for the following purposes:

- (a) to subscribe to the blog;
- (b) to improve users' experience of the Sites;
- (c) to provide the ongoing products, services or information that you request;
- (d) to respond to questions, comments, requests, or complaints that you submit to Red River Press;
- (e) to process purchases, provide invoices and to ship products;
- (f) to assist you in tracking your order;
- (g) to provide the installation and/or maintenance services that you request;
- (h) to track communications with you;
- (i) to analyze use of the Service and to improve the Service;
- (j) to improve users' experience of the Service, including to customize website settings;
- (k) to detect and protect against fraud and error;
- (l) to guide us in selecting new products to be offered through the Service;
- (m) to promote existing products by posting the testimonials that you submit, if any;
- (n) to send emails, newsletters, regular mail or other communications you have consented to receive from Red River Press;
- (o) to provide Service-related announcements or notifications to you;
- (p) to fulfill a purpose that we disclose to you when we request your personal information; and/or
- (q) to meet legal and regulatory requirements.

Red River Press staff are authorized to access personal information based only on their need to deal with the information for the reason(s) for which it was obtained. Personal information will only be collected and used by authorized staff in a manner consistent with the activities of Red River Press.

4. Disclosure



Red River Press may disclose your personal information to:

(a) its employees, agents, partners and service providers as is reasonably necessary to enable these parties to perform a business, professional or technical support function for Red River Press;

(b) a person who, in the reasonable judgment of Red River Press, is seeking the information as your agent; and

(c) a third party or parties, including another like-minded registered user for educational purposes, where you consent to such disclosure or the disclosure is required by law.

We may also disclose your personal information in connection with a corporate re-organization, a merger or amalgamation with another entity, a sale of all or a substantial portion of our assets or stock, including any due diligence exercise carried out in relation to the same, provided that the information disclosed continues to be used for the purposes permitted by this Privacy Policy by the entity acquiring the information.

5. Safeguarding your Personal Information

Red River Press is committed to safeguarding your personal information. Red River Press uses appropriate security measures to protect personal information against risks such as loss or theft, unauthorized access, disclosure, copying, use, modification or destruction regardless of the format in which it is held. The methods of protection and safeguards used by Red River Press include, but are not limited to, locked filing cabinets, need-to-know access and technological measures, including the use of passwords, encryption and firewalls. While Red River Press cannot guarantee that risks such as loss, theft, unauthorized access or disclosure of personal information will not occur, Red River Press will make every effort to prevent such unfortunate occurrences.

Red River Press will retain the personal information of a registered user for one (1) year from the date of registration for the Service after which point Red River Press will dispose of or destroy the personal information of a registered user unless required to maintain for a longer period to meet legal and regulatory requirements.

Red River Press takes care in disposing of or destroying personal information to prevent unauthorized parties from gaining access to the information. Red River Press also ensures that its employees with access to personal information are made aware of the importance of maintaining the confidentiality of personal information. Finally, Red River Press protects personal information disclosed to third parties by contractual agreements stipulating the confidentiality of the information and the purposes for which it is to be used.

6. Accuracy



Red River Press is committed to keeping your personal information as complete, up-to-date and accurate as is necessary for the purposes for which it is to be used. Red River Press will promptly correct or complete any personal information found to be inaccurate or incomplete. Where appropriate, Red River Press will transmit amended information to third parties having access to the personal information in question. Upon request, Red River Press will provide you with a reasonable opportunity to review the personal information in your file to review its accuracy. Such personal information will be provided within a reasonable time of the request and at a minimal or no cost to you. Also upon request, Red River Press will provide an account of the use and disclosure of your personal information and, where reasonably possible, will state the source of the information. In providing an account of disclosure, Red River Press will provide a list of organizations to which it may have disclosed personal information about you when it is not possible to provide an actual list.

7. Complaints

Red River Press will promptly investigate all complaints concerning our compliance with the Privacy Policy and our dealings with your personal information. If a complaint is found to be justified, Red River Press will take appropriate measures to resolve the complaint, including, if necessary, amending our policies and procedures. You will be informed of the outcome of the investigation regarding your complaint.

8. Withdrawing Consent

You may withdraw your consent to the collection, use or disclosure of your personal information by Red River Press at any time, subject to legal or contractual restrictions and reasonable notice. In certain circumstances, your withdrawal of consent will result in the inability of Red River Press to continue providing aspects of the Service to you. Please contact Red River Press for more information regarding the implications of withdrawing consent.

You are entitled to request that some or all of your personal information be deleted. In some circumstances if you request that all of your personal information is deleted you will no longer be able to access the Ellii platform.

To request your data be deleted please contact us:

Online: ellii.com/contact

Telephone (International): +1 204 452 8241

Telephone (Toll-Free US & Canada): +1 866 896 7123



9. Breach Notification

We will notify you without undue delay if we determine that a breach of our security safeguards poses a risk of significant harm to you. We will also promptly notify the proper authorities as determined by applicable laws.

10. Non-Personal Information

Non-personal information is information that does not identify you and which we are unable to connect to other information in order to identify you.

Red River Press may collect any or all of the following non-personal information:

(a) The Service uses google analytics, a web analytics service provided by Google, Inc. ("Google"). Google analytics uses "cookies," which are text files placed on your computer, to help the website analyze how users use the Service. The information generated by the cookie about your use of the Service (including your IP address) will be transmitted to and stored by Google on servers in the United States. Google will use this information for the purpose of evaluating your use of the Service, compiling reports on Sites activity for the Sites' operators and providing other services relating to website activity and Internet usage. Google may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Google's behalf. Google will not associate your IP address with any other data held by Google. You may refuse the use of cookies by selecting the appropriate settings on your browser, however, please note that if you do this, you may not be able to use the full functionality of the Service. By using the Service, you consent to the processing of data about you by Google in the manner and for the purposes set out above. Google currently offers a free google analytics opt-out tool for Internet Explorer 11, Google Chrome, Mozilla Firefox, Apple Safari and Opera which is available at <https://tools.google.com/dlpage/gaoptout>.

(b) We may also use additional analytics programs from time to time to process non-personal information about you.

We make no attempt to link this non-personal information with the identity of individuals using the Service. Non-personal information may be permanently archived for future use in any manner whatsoever by Red River Press.

11. Inquiries

To submit an inquiry, complaint, request a review of your personal information, correct or update your personal information, withdraw your



consent or request more information or additional copies of the Privacy Policy contact:

Red River Press Inc.

Mailing Address: PO Box 69052 Tuxedo Park, Winnipeg, Manitoba, R3P 2G9, Canada

Telephone (International): +1 204 452 8241

Telephone (Toll-Free US & Canada): +1 866 896 7123

Inquiries: ellii.com/contact

12. Unsubscribe

If you no longer wish to receive commercial electronic messages from Red River Press regarding our new products or services, promotions or other similar communications, you may unsubscribe from the link at the bottom of any newsletter. Please note that, after you unsubscribe, Red River Press may still send electronic communications to you in certain limited circumstances, such as to provide you with Service notifications, or to provide information that Red River Press is legally obligated to provide you.

13. Privacy Policy Changes

To accommodate changes in our services, changes in technology and legal developments, this Privacy Policy may change over time without notice to you. We may add, change or remove portions of the Privacy Policy when we feel it is appropriate to do so. We encourage you to review our Privacy Policy periodically. Each time you submit personal information or use the Service you agree to be bound by terms of the Privacy Policy which is then current. Whenever we update the Privacy Policy, we will change the date below to indicate when the changes were made.

Date: March 14, 2022



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