

Contract Rider between Vestal Central School District

And

Zaner-Bloser, Inc.

- a. Zaner-Bloser, Inc. (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.*

	12/15/20
<i>Vestal Central School District</i> Mario Nunes, President, Board of Education	<i>Date</i>

<i>Robert Heighton, VP Opera</i> 	11/13/2020
<i>Vendor</i>	<i>Date</i>

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. 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/dataprivacy-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 ED-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.

Robert Heighton Digitally signed by Robert Heighton
Date: 2020.11.13 16:00:10 -05'00'

11/13/2020

Signature

Date

Robert Heighton, Vice President, Operations

Name & Job Title

PRIVACY POLICY

Zaner-Bloser, Inc. ("Zaner-Bloser", "we", "us") respects your privacy and is committed to protecting it through our compliance with this policy.

This policy was last updated on June 29, 2020.

For your convenience, here is our contact information:

Our postal address is

PO Box 16764

Columbus, OH 43216-6764

Our address is

1400 Goodale Boulevard, suite 200

Grandview Heights, OH 43212

We can be reached via e-mail at customerexperience@zaner-bloser.com or you can reach us by telephone at 1-800-421-3018.

ZANER-BLOSER.COM AND SHOP.ZANER-BLOSER.COM

What We Collect and How to Opt-Out.

Domain Name and E-Mail Address. For each visitor to our website, our web server automatically recognizes the visitor's domain name and e-mail address (where possible). We collect the domain name and e-mail address (where possible) of visitors

to our website, the e-mail addresses of those who post messages to our bulletin board, the e-mail addresses of those who communicate with us via e-mail, aggregate information on what pages our visitors access or visit, information volunteered by the visitor such as survey information and/or site registrations, and referring pages. If you do not want to receive e-mail from us in the future, please follow the opt-out process in the e-mail or contact us through one of the methods listed above.

Postal Information. If you supply us with your postal address online, you may receive periodic mailings from us with information on new products and services or upcoming events. If you do not wish to receive such mailings, please let us know by sending e-mail to us at the above address, calling us at the above telephone number, or writing to us at the above address.

Telephone Information. Persons who supply us with their telephone numbers online may receive telephone contact from us with information regarding orders they have placed online. They also may receive telephone contact from us with information regarding new products and services or upcoming events. If you do not wish to receive such telephone calls, please let us know by sending e-mail to us at the above address, calling us at the above telephone number, or writing to us at the above address.

Online Orders. Persons who place online orders with us provide information to us via an online order form that is used to fulfill the order, to contact the customer if necessary, and to market our programs. Credit card and other financial information collected by our third party payment processor are used to bill the customer for products and services.

Cookies. We use cookies to record session information, such as items that customers add to their shopping cart. Our customers can choose to have "Remember Me" information recorded in our database so that when they return, their information will be retrieved. We may also use cookies for the purpose of re-targeting ads to you. Based on the products or information you view on our website, you may see information about our products for a limited period of time on your future visits to the internet. If you do not want to see these ads, simply click on this [Opt-Out Link](#). In addition, your computer can be configured to delete cookies or to disable them altogether, but note that you may not be able to use some of the services available on our website as a

result. The information that we collect and share in this fashion is de-identified, does not contain personally identifiable information, and is intended for advertising to people over the age of 13.

How We Use and Disclose the Information We Collect.

In addition to the uses described above, the information we collect is used

- to improve the content of our website.
- to notify you about updates to our website.
- to carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection.
- to contact you for marketing purposes.
- in any other way we may describe when you provide the information.
- for any other purpose with your consent.

We may disclose information that we collect or you provide as described in this privacy policy

- to our subsidiaries and affiliates, including the members of the Highlights Family of Companies.
- to contractors, service providers, and other third parties we use to support our business, such as our third party payment card processor.
- to a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Zaner-Bloser's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which information held by us about our website visitors is among the assets transferred.

New Uses of Information.

From time to time, we may use visitor information for new, unanticipated uses not previously disclosed in our privacy policy. If our information practices change at some time in the future, we will post the policy changes to our website to notify you of these

changes. If you are concerned about how your information is used, you should visit our website periodically and review our policies.

Access to Your Information.

Upon request, we provide visitors with access to their transaction information. You can make such a request by contacting us through one of the methods listed above.

Correction of Your Information.

If you notice any inaccuracies in your transaction information, you may contact us through one of the methods listed above and we will work with you to make any corrections deemed necessary. We may not accommodate a request to change information if we believe the change would violate any law or legal requirement or cause the information to be incorrect.

Your California Privacy Rights.

California Civil Code Section § 1798.83 permits users of our website who are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please email or write to us at the contact information provided above.

Third-Party Web Sites.

This site contains links to other websites. Zaner-Bloser is not responsible for the privacy practices or the content of such websites.

Data Security.

We have implemented measures designed to secure your information from accidental loss and from unauthorized access, use, alteration, and disclosure.

The safety and security of your information also depends on you. Where we have given you (or where you have chosen) a password for access to certain parts of our website, you are responsible for keeping this password confidential. We ask you not to share your password with anyone.

Unfortunately, the transmission of information via the internet is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted to our website. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the website.

CALIFORNIA RESIDENT SUPPLEMENT:

If you are a California resident, the processing of certain personal data about you may be subject to the California Consumer Privacy Act ("CCPA") and other applicable California state privacy laws. Beginning January 1, 2020, the CCPA gives you certain rights with respect to the processing of your personal data (known as "personal information", as described in under the CCPA).

This supplement provides additional privacy disclosures and informs you of your additional rights as a California resident, and should be read in conjunction with our Privacy Policy as set forth above.

Personal Information Collected and Processed

Our Privacy Policy sets forth the categories of personal information that Zaner-Bloser collects and processes about you, a description of each category, and the sources from which we obtain each category.

Requests to Exercise Your Rights

RIGHT TO KNOW REQUEST - Under the CCPA, you have a right to request information about our collection, use, and disclosure of your personal information over the prior 12 months, and ask that we provide you with the following information:

1. Categories of and specific pieces of personal information we have collected about you.
2. Categories of sources from which we collect personal information.
3. Purposes for collecting, using, or selling personal information.
4. Categories of third parties with which we share personal information.
5. Categories of personal information disclosed about you for a business purpose.
6. If applicable, categories of personal information sold about you and the categories of third parties to which the personal information was sold, by category or categories of personal information for each third party to which the personal information was sold.

To make a verifiable request for information about the personal information we have collected about you, please contact us via e-mail at customerexperience@zaner-bloser.com or you can reach us by telephone at 1-800-421-3018.

RIGHT TO DELETE REQUEST - You also have a right to request that we delete personal information, subject to certain exceptions. You may exercise your right to delete by using contacting us via email at customerexperience@zaner-bloser.com or you can reach us by telephone at 1-800-421-3018.

REQUESTS, GENERALLY - Please note, if you do not have a Zaner-Bloser account we will not have enough information about you to verify your Right to Know and Right to Delete requests, as we do not keep sufficient information necessary to reidentify and link you to a prior visit to zaner-bloser.com where data may have been collected. As such, we will be unable to verify and honor your requests. You may make a verifiable consumer request related to your personal information twice per 12-month period. We will not discriminate against you for exercising any of your rights under the CCPA.

REQUESTS MADE THROUGH AGENTS - You may designate, in writing or through a

power of attorney, an authorized agent to make requests on your behalf to exercise your rights. Before accepting such a request from an agent, we will require the agent to provide proof you have authorized it to act on your behalf, and we may need you to verify your identity directly with us.

MYZBPORTAL.COM and SUPERKIDS PORTAL

Please be advised that there are important differences in how Zaner-Bloser handles data in connection with the MYZBPORTAL and the SUPERKIDS Portal, specifically in connection with any data that may include Student PII (Personally Identifiable Information).

School data and PII:

MyZBPortal.com and the Superkids Portal ("Portal") collect the following student PII :

- Student first name (provided by district/school/institution)
- Student last name (provided by district/school/institution)
- Student ID (provided by district/school/institution)
- IP address
- Student score data (from completing online activities)

We only collect IP addresses for traffic and security monitoring purposes and delete these logs regularly (typically every other month). Schools can also request to delete these IP logs by submitting a request in writing to ZB Customer Experience.

- We do not sell student information.
- We do not target students with advertisements.
- We only request and use student personal information for legitimate business reasons.

Cookies.

Superkids Portal (Teachers, Admins, Parents) and Superkids Online Fun app and desktop shortcut (Students)

The entire site maintains cookies from the moment you visit the login page. The sole purpose of the use of cookies on the Superkids Portal is to track the user's session and visit. Zaner-Bloser, Inc.'s use of cookies is specifically limited to the legitimate business use for operation of the portal and cookies are never used for any targeted advertisements toward students.

ZB Portal (Teachers, Admins, Students)

The entire site maintains cookies from the moment you visit the login page. The sole purpose of the use of cookies on the MYZBPortal is to track the user's session and visit. Zaner-Bloser, Inc.'s use of cookies is specifically limited to the legitimate business use for operation of the portal and cookies are never used for any targeted advertisements toward students.

Data encryption:

Stored data (i.e. data at rest) is stored securely on an encrypted drive. Data on backup storage is encrypted using AES 256-bit encryption. Data 'in-transit' is encrypted using well-known technologies such as "Secure Sockets Layer (SSL)" or "Transport Layer Security (TLS)". In-transit encryption is end-to-end from the client web browser through our cloud network. These protocols ensure privacy between communicating applications and their users on the Internet. When a server and client communicate, these technologies ensure that no third party may eavesdrop or tamper with any message.

Data retention:

At any time, an account administrator may request to purge school data (such as student and/or teacher information). This action will be performed by a ZB representative. School information will remain on backup storage for disaster recovery purposes for another 15 days, but thereafter will be removed completely from all storage devices. Schools can request to delete school data submitting a request in

writing to ZB Customer Experience.

Data access:

Only authorized individuals are provided access to our systems. Passwords are never transmitted using insecure communication protocols. Access by Company's support personnel is based on "least privileged" and "need to know" basis. While some Company support personnel generate usage reports and have access to data for analytics, none of the resultant data contains Personally Identifiable Information (PII).

System hosting:

Our systems (servers and data) are currently hosted on dedicated machines in secured facilities at a third-party hosting provider located in the United States.

Perimeter security:

Firewalls and perimeter detection systems have been designed and deployed to help detect and prevent unauthorized access into our systems.

Vulnerabilities and patching:

We routinely scan our systems for vulnerabilities. The vulnerabilities are reviewed and addressed/patched as appropriate.

Consent from Schools regarding Students' Personal Information:

The Children's Online Privacy Protection Act ("COPPA") permits a school, acting in the role of "parent" to provide required consents regarding personal information of students who are under the age of 13. Where a school is the subscriber to our portal, we rely on this form of COPPA consent. We provide the school with this privacy policy, to ensure that the school, in providing its COPPA consent, has full information and assurance that our policies comply with COPPA.

The Family Educational Rights and Privacy Act ("FERPA") permits a school to provide educational records (including those that contain students' personal information) to certain service providers without requiring the school to obtain specific parental consent. FERPA permits this where the service provider acts as a type of "school official" by performing services, for example, that would otherwise be performed by the school's own employees. We fulfill FERPA requirements for qualifying as a school official by, among other steps, giving the school direct control with respect to the use and maintenance of the education records at issue (including associated personal information), and refraining from re-disclosing or using this personal information except for the purposes of providing this portal to the school. We comply with FERPA by relying on this form of consent.

Your Rights:

As a user of the portal, you have the rights to access, export, be informed about, rectify, object to the further processing of, restrict the processing of, withdraw consent to the processing of and erase your personal information. If you are a student at an educational institution using the Portal, you should direct any requests to exercise your data rights to the appropriate representative at your educational institution. If you are an educator or an administrator, you may reach out to us directly via e-mail at customerexperience@zaner-bloser.com or you can reach us by telephone at 1-800-421-3018.

Call a Customer Experience Specialist 800.421.3018

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Zaner-Bloser 

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Website Terms of Use

Last Modified: September 2, 2016

Acceptance of the Terms of Use

Welcome to Zaner-Bloser.com (the "**website**"), a Zaner-Bloser ("**Zaner-Bloser**", "**we**" or "**us**") website. The following **Terms of Use** govern your access to and use of Zaner-Bloser.com, including any content, functionality, and services offered on or through the website, whether as a guest or a registered user.

Please read the Terms of Use carefully before you start to use the website. **By using the website, or by clicking to accept or agree to the Terms of Use, you accept and agree to be bound and abide by these Terms of Use and our [Privacy Policy](#), incorporated herein by reference.** If you do not agree to these Terms of Use or the Privacy Policy, you must not access or use the website.

This website is offered and available to users who are 18 years of age or older and who reside in the United States. By using this website, you represent and warrant that you are of legal age to form a binding contract with Zaner-Bloser and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the website.

Changes to the Terms of Use

We may revise and update these Terms of Use and our Privacy Policy from time to time in our sole discretion. All changes are effective immediately when we post them. Your continued use of the website following the posting of revised Terms of Use or the revised Privacy Policy means that you accept and agree to the changes.

Accessing the Website and Account Security

We reserve the right to withdraw or amend this website, and any service or material we provide on the website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the website, or the entire website, to users, including registered users.

You are responsible for ensuring that all persons who access the website through your internet connection are aware of these Terms of Use and comply with them.

To access the website or some of the resources it offers, you may be asked to provide certain registration details or other information. All information you provide must be correct, current, and complete.

If you choose, or are provided with, a username, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this website or portions of it using your username, password or other security information.

We have the right to disable any username, password or other identifier, whether chosen by you or provided by us, at any time if, in our opinion, you have violated any provision of these Terms of Use.

Intellectual Property Rights

The website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection, and arrangement thereof), are owned by Zaner-Bloser, its licensors, or other providers of such material, and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

With the exception of additional rights which may be granted through the website registration or login, these Terms of Use permit you to use the website for your personal use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our website, except as reasonably necessarily for normal usage. Unless such a right is otherwise expressly granted, you must not access or use for any commercial purposes any part of the website or any services or materials available through the website.

If you wish to make any use of material on the website other than as set forth in this section, you should register for an account on the website.

No ownership right, title, or interest in or to the website or any content on the website is transferred to you, and all rights not expressly granted are reserved by Zaner-Bloser. Any use of the website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

Trademarks

The Zaner-Bloser name and trademark, related trademarks (such as Zaner-Bloser[®], ZB[®], ZB Spelling Connections[®], ZB FontsOnline[®], and ZB FontsOnline Plus[™]) and all related names, logos, product and service names, designs, and slogans are trademarks of Zaner-Bloser or its affiliates or licensors. You must not use such marks without the prior written permission of Zaner-Bloser. All other names, logos,

product and service names, designs, and slogans on this website are the trademarks of their respective owners.

Prohibited Uses

You may use the website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the website in any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the U.S. or other countries).

Additionally, you agree not to use the website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the website, including their ability to engage in real time activities through the website.

User Contributions

The website may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, and other interactive features (collectively, "**Interactive Services**") that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, "**post**") content or materials (collectively, "**User Contributions**") on or through the website.

All User Contributions must comply with the Content Standards set out in these Terms of Use.

Any User Contribution you post to the website will be considered non-confidential and non-proprietary. By providing any User Contribution on the website, you grant us the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material.

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