

PRIVACY POLICY

EFFECTIVE: August 1, 2021

Jeff Morris *d/b/a* MathManMo welcomes you to MathManMo's™ math tutoring services (*hereafter*, the "Service"). The Privacy Policy (*hereafter*, the "Policy") describes how we collect, use, store, protect and share the information we collect from using our website www.mathmanmo.com (*hereafter*, the "Website"). See Terms of Use for additional detail.

By using our Website, you (*hereafter*, the "User") understand and agree to the terms set forth in this Policy.

IF YOU DO NOT AGREE TO THE TERMS SET FORTH IN THIS POLICY, YOU MAY NOT USE THE WEBSITE OR PARTICPATE IN THE SERVICES OFFERED BY MATHMANMO.

1. Information Provided by User to MathManMo

We collect the following information:

- Personal Information. Name of student and if necessary, name of legal guardian or parent of a student under the age of 18, address, phone number, plan type, education, email address and other pertinent information;
- Payment Information. We will use a third-party payment processor to process the payment for our Services through our Website. We do not collect your financial information, such as a credit card number, expiration date, or pin number. We retain the following transaction details from your payment(s): amount paid, currency, date of payment, payment method, name, and account name. This information will be used to confirmed you have paid for our Services and be added to the User's account information; and
- Communications. Communications between you and MathManMo.

MATHMANMO IS NOT RESPONSIBLE FOR THE PAYMENT PROCESSOR OR THEIR COLLECTION OR USE OF YOUR INFORMATION. IF YOU ARE INTERESED IN LEARNING MORE ABOUT THE PAYMENT PROCESSOR'S USE OF YOUR INFORMATION, PLEASE VISIT THEIR WEBSITE AND REVIEW THEIR TERMS OF USE AND PRIVACY POLICY.

2. Information Automatically Collected by MathManMo

We automatically collect the following information:

- Technical data. This may include URL information, cookie data, metadata, your IP address, the types of devices you are using to access the Service, unique device ID, device attributes, network connection type (e.g., WiFi, 4G, LTE) and provider, network and device performance, browser type, language, information enabling digital rights management, and operating system. Technical data may be purged periodically at any time.

- Transaction Information. We may collect information related to your payments and transactions on the Service, including the date and time of transactions, amounts charged, and other related details.

3. Use of Information Collected

The information we collect better assists us in providing you the best experience possible when using the Service. As a result, we may use the information we receive to:

- provide, improve, test, update, modify and monitor the effectiveness of the Website or our Service;
- identify and resolve problems with the Website and our Service;
- provide personalized content through the Website, which includes marketing and advertising, by us and, if applicable, our third-party advertisers; and
- obtain analytical information related to your use of the Website and our Service.

YOU ACKNOWLEDGE AND AGREE THAT ALL NON-PERSONALLY IDENTIFIABLE INFORMATION OR DATA, SUCH AS REQUESTS, COMMENTS, SUGGESTIONS, AND FEEDBACK, THAT ARE PROVIDED TO US IN ANY MANNER BY YOU IS NONCONFIDENTIAL. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU GRANT US, OR ANYONE AUTHORIZED BY US, A NON-EXCLUSIVE, UNRESTRICTED, IRREVOCABLE, PERPETUAL, ROYALTY-FREE, AND WORLDWIDE LICENSE TO USE, DISTRIBUTE, DISPLAY, MODIFY, REPRODUCE, TRANSMIT, PERFORM, AND BROADCAST DERIVATIVE WORKS OF SUCH INFORMATION OR DATA, IN WHOLE OR IN PART, AND IN ANY MANNER OR MEDIUM, AT NO COST WHATSOEVER.

4. Children Under the Age of 13

MathManMo intends to offer its Services to all ages, including those under the age of 13. We are committed to ensuring we protect the privacy of all individuals under the age of 18 (*hereinafter*, “Minor”). Any information that we may collect from children shall be subject to this Privacy Policy, Terms of Use, Tutoring Terms and Conditions and is intended to follow the U.S. Children’s Online Privacy Protection Act (“COPPA”). No Services will be offered through the Website. The Website will be used to sign up for the Services, purchase the Services and, if desired, purchase or access educational materials, including videos, created by MathManMo.

For the Website, aside from the technical data described herein, MathManMo will require a parent or legal guardian to provide the Minor’s name and email address. The Service will also obtain the Minor’s age, current grade level, email address, tutoring services need and any other relevant information for the purpose of providing the Service.

No Minor is permitted to sign up for the Services or purchase or access educational materials unless permitted by the person’s legal guardian or parent. If a Minor would like to sign up for our Services through our Website or purchase or access any educational materials, a legal guardian or parent must do so on the Minor’s behalf. We will only collect personally identifiable information from your Minor as is reasonably necessary to provide them access to Website or our Services.

If a parent or guardian becomes aware that his or her Minor has provided us with information without their consent, he or she should contact us at mathmanmo@gmail.com. We will delete such information from our files within a reasonable period of time.

5. Sharing of Information to Third Parties

MathManMo does not share any of your personal information to third parties. However, we reserve the right to disclose certain information to third parties in limited circumstances, at our sole discretion and without further notice to you, if it is deemed necessary and in accordance with this Privacy Policy, our Terms of Service, Tutoring Terms and Conditions, and applicable law, including the following circumstances:

- We may share your information to investigate any illegal, fraudulent or authorized use of the Website or our Services;
- We also may share your information as well as information from tools like cookies, log files, and device identifiers and location data, with third-party organizations that help us develop and/or maintain the website (*hereinafter*, “Service Providers”). Our Service Providers will be given access to your information as is reasonably necessary to provide their service under reasonable confidentiality terms;
- We may share your information with third party credit card processors to help us resolve any payment related issues or concerns;
- We may share your information in response to a legal request (like a search warrant, court order or subpoena) if we have a good faith belief that the law requires us to do so. In addition, we may share your information in the event we have a good faith belief to (1) detect, prevent and address fraud and other illegal activity; (2) protect ourselves, you and others; or (3) prevent death or imminent bodily harm;
- We may share information in the event of a sale, transfer, merger bankruptcy or similar event of the Website and/or of MathManMo; and
- As permitted by law or upon receiving written consent from the User.

A THIRD PARTY, INCLUDING BUT NOT LIMITED TO SERVICE PROVIDERS, IS RESPONSIBLE FOR MAINTAINING CONFIDENTIALITY OF ANY PERSONALLY IDENTIFIABLE INFORMATION DISCLOSED TO THEM BY MATHMANMO. A THIRD PARTY IS PROHIBITED FROM USING ANY INFORMATION IT OBTAINS THROUGH OUR WEBSITE OR OUR SERVICE FOR ANY PURPOSE EXCEPT AS PERMITTED BY US AND IN ACCORDANCE WITH THIS PRIVACY POLICY.

INFORMATION THAT IS NOT CONSIDERED PERSONALLY IDENTIFIABLE INFORMATION MAY BE DISCLOSED TO OUR PARTNERS, ADVERTISERS, AND OTHER THIRD PARTIES FOR ANY REASON AT OUR SOLE DISCRETION AND WITHOUT FURTHER NOTICE TO YOU.

6. International Use of Website and Services

The intended use of the Website and the Services is for U.S. audiences only. The Website, Services and the use of the Website and our Services are governed by and operated in accordance with

the laws of the U.S. MathManMo intends to have the Website hosted by a web server located in the United States. The Website will also be maintained in the United States.

MathManMo intends to utilize a third-party video/web conferencing platform, not through the Website but through our Services. **MATHMANMO IS NOT RESPONSIBLE FOR THE VIDEO/WEB CONFERENCING PLATFORM OR THEIR COLLECTION OR USE OF YOUR INFORMATION. IF YOU ARE INTERESED IN LEARNING MORE ABOUT THE VIDEO/WEB CONFERENCING PLATFORM'S USE OF YOUR INFORMATION, PLEASE VISIT THEIR WEBSITE AND REVIEW THEIR TERMS OF USE AND PRIVACY POLICY.**

MathManMo disclaims any and all representations that Website or its Services is intended to non-U.S. audiences or that Website or its Services is operated in accordance with the laws of any other country. Any person located outside of the United States who uses our Website or Service that provides personally identifiable information or is collected by simply accessing our Website or Service, acknowledges and understands that the personally identifiable information will be processed in the United States. All Users of the Website and our Service understand and consent to this Policy and agree that you understand each country has its own laws related to data and data privacy.

7. Security

MathManMo will use commercially reasonable safeguards to protect your information, we cannot guarantee the security of the information we obtain through your use of the Website or our Services nor can we guarantee that your information that is obtained from your use of the Website may not be altered or destroyed.

Please note that we retain all information that you provide for a commercially reasonable period of time for backup, archival, and/or audit purposes. We may extend the time we retain any information from you should there be a legal dispute, violation of the Terms of Use and/or legal request from a governmental institution. See Section 5 for further details about the sharing of your information with third parties. If you'd like us to delete your information that you have provided via the Website, please contact us at mathmanmo@gmail.com and we will respond in a reasonable time.

8. Terms of Use, Tutoring Terms and Conditions and Disputes

The Terms of Use and the Tutoring Terms and Conditions are incorporated herein. Any disputes pertaining to this Policy shall be subject to the Terms of Use.

9. Changes to Policy

This Policy may be updated from time to time for any reason. We will notify you of any changes to this Policy by posting the new Privacy Policy here. You are advised to consult this Policy regularly for any changes, as continued use is deemed approval of all changes.

10. Contact Us

If you have any questions regarding this Policy while using the Website or having any questions, please contact us at mathmanmo@gmail.com.