

# COGLI

## IMPORTANT INFORMATION REGARDING PRIVACY AND TERMS OF SERVICE

Cogli, LLC ("Cogli" or "Company") is committed to establishing a clear understanding of its relationship with customers ("Customers"), including the terms under which services ("Services") are available and the protection of privacy through this website, including <https://cogliapp.com> and any and all associated web and mobile applications maintained by the Company and used in conjunction with the Services ("Website(s)"). The Customer's access to the Website, whether or not you are a registered user, is governed by the Privacy Policy, Terms of Service, and General Provisions (collectively, the "Agreement") which follow. To the extent there is an inconsistency between the Terms of Service and the Privacy Policy, the Terms of Service shall govern.

If you have questions or concerns regarding this Agreement, you should first contact Cogli at [customer-support@cogliapp.com](mailto:customer-support@cogliapp.com) and fully resolve such before you utilize this Website in any manner. In addition to your formal acknowledgment, your access to the Website and/or use of Services constitutes your agreement to be bound by the terms of this Agreement.

## GENERAL PROVISIONS APPLICABLE TO THE PRIVACY POLICY AND TERMS OF SERVICE

### Changes to the Privacy Policy and/or Terms of Service

Cogli may from time to time change the Privacy Policy, Terms of Service, and/or General Provisions. The amended Agreement will be posted on the Website, together with a comment on the "Parent Portal Home" page that the terms have been updated. Should the Customer continue to access the Website and/or use the Services after notice of the amendment is posted, such shall constitute Customer's agreement to be bound by the Agreement as then amended. In the event that the Customer chooses to not accept this Agreement as amended, then the Customer agrees to refrain from any access to the Website and to cease using the Services. No forbearance or failure by Cogli to enforce any right hereunder shall be deemed a waiver thereof or an amendment to this Agreement. No action by a Provider or statement by any person other than the Managing Partner of Cogli shall operate to amend the terms of this Agreement.

### Assignment

Cogli may assign its rights and obligations under this Agreement as a result of any sale, merger, or other transfer, in whole or any part, of Cogli, and/or to any parent, subsidiary, or any affiliate. Customer may not assign any rights and obligations hereunder.

### Entire Agreement

This Agreement constitutes the entire agreement between the Customer and Cogli; there exist no verbal or other written agreements, promises, and/or inducements. If any provisions of this Agreement are determined invalid or unenforceable, the subject provision shall be reformed to reflect, as nearly as possible, the original intentions of the parties as consistent with applicable law, and the remaining provisions of this Agreement shall remain in full force and effect.

### Cogli Company Status

Cogli is an Illinois limited liability company. Certain activities may be conducted in various jurisdictions by other companies with which Cogli may from time to time contract or be affiliated. Any and all claims and demands of a Customer shall be exclusively limited to the entity of Cogli and/or such other limited liability entities involved in providing particular Services. In no event shall any claims and/or demands by made upon, and/or liabilities or judgments attach to, the respective officers, shareholders, members, partners, employees, and/or agents of Cogli and/or such other limited liability entities involved in providing particular Services.

### Choice of Law; Dispute Resolution

This Agreement shall be subject and interpreted according to the laws of the State of Illinois. It is the hope of Cogli that any issues and concerns will be quickly and amicably resolved. In the event that a Customer feels that a matter exists, contact should be made to [customer-support@cogliapp.com](mailto:customer-support@cogliapp.com). However, should the matter remain unresolved, then, at the election of Cogli in its sole and absolute discretion, such shall be subject to binding arbitration before the American Arbitration

Association, with proceedings to be conducted in Chicago, Illinois. The subject matter before the arbitration tribunal may include claims for monetary damages, and equitable and injunctive relief. The arbitration tribunal shall consist of one arbitrator, the decision or award of whom shall be final and binding and upon which judgment may be entered in any competent court, expressly including such sitting in the County of Cook, State of Illinois.

Last Updated: 15 July 2017

# COGLI

## TERMS OF SERVICE

The following are the Terms of Service ("Terms of Service") of the Website(s) currently in effect as of the date written above, subject to amendment. Together with the Privacy Policy and General Provisions, such constitutes the Agreement between Cogli and the Customer. Before proceeding to access the Website and/or use any Services, a Customer must ensure that all provisions are read, understood, and agreed.

### Acceptance of Terms

The Service is offered subject to acceptance without modification of all of the terms and conditions contained herein (the "Terms of Service"), which term also incorporates the Privacy Policy available at [https://portal.cogliapp.com/privacy\\_policy\\_tos](https://portal.cogliapp.com/privacy_policy_tos), and all other operating rules, policies and procedures that may be published from time to time on the Website by Company, each of which is incorporated by reference and each of which may be updated by Company from time to time without notice to you. In addition, some services offered through the Services may be subject to additional terms and conditions promulgated by Company from time to time; your use of such services is subject to those additional terms and conditions, which are incorporated into these Terms of Service.

### Use by this reference

Only individuals who are at least 18 years old may purchase Subscriptions and create parent accounts for the Services; including device profiles for an individual's minor children. You represent and warrant that if you are an individual, you are of legal age to form a binding contract, and that all registration information you submit is accurate and truthful. Company may, in its sole discretion, refuse to offer the Service to any person or entity and change its eligibility criteria at any time. This provision is void where prohibited by law and the right to access the Service is revoked in such jurisdictions.

### Modification of Terms of Service

Company reserves the right, at its sole discretion, to modify or replace any of the Terms of Service, or change, suspend, or discontinue the Service (including without limitation, the availability of any feature, database, or content) at any time by posting a notice on the Site or by sending you an email. Company may also impose limits on certain features and services or restrict your access to parts or all of the Service without notice or liability. It is your responsibility to check the Terms of Service periodically for changes. Your continued use of the Service following the posting of any changes to the Terms of Service constitutes acceptance of those changes.

### Rules and Conduct

As a condition of use, you promise not to use the Service for any purpose that is prohibited by the Terms of Service. The Service (including, without limitation, any Content or User Submissions (both as defined below)) is provided only for your own personal use. You are responsible for all of your activity and the activity of your minor device profiles in connection with the Service. For purposes of the Terms of Service, the term "Content" includes, without limitation, any learning materials, written forum comments, information, data, text, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible by Company or its partners on or through the Service. By way of example, and not as a limitation, you shall not (and shall not permit any third party to) either (a) take any action or (b) upload, download, post, submit or otherwise distribute or facilitate distribution of any content on or through the Service, including without limitation any User Submission, that:

- infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity or violates any law or contractual duty;
- you know is false, misleading, untruthful or inaccurate;
- is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, or profane;
- constitutes unsolicited or unauthorized advertising or promotional material or any junk mail, spam or chain letters;
- contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password or other information of Company or any third party; or
- impersonates any person or entity, including any employee or representative of Company.

Additionally, you shall not: (i) take any action that imposes or may impose (as determined by Company in its sole discretion) an unreasonable or disproportionately large load on Company's (or its third party providers') infrastructure; (ii) interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service; (iii) bypass any measures Company may use to prevent or restrict access to the Service (or other accounts, computer systems or networks connected to the Service); (iv) run Maillist, Listserv, any form of auto-responder or "spam" on the Service; or (v) use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Site.

You shall not (directly or indirectly): (i) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Service, except to the limited extent applicable laws specifically prohibit such restriction, (ii) modify, translate, or otherwise create derivative works of any part of the Service, or (iii) copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder. You shall abide by all applicable local, state, national and international laws and regulations.

Company does not guarantee that any User Submissions (as defined below) will be made available on the Website or through the Service. Company has no obligation to monitor the Website, Service, or User Submissions. However, Company reserves the right to (i) remove, edit or modify any Content in its sole discretion, including without limitation any User Submissions, from the Site or Service at any time, without notice to you and for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if Company is concerned that you may have violated the Terms of Service), or for no reason at all and (ii) to remove or block any User Submissions from the Service.

Violation of any of the foregoing rules may result in suspension or termination of your account, without any refund of fees paid for the remaining term.

### **Registration**

You may browse the Website without registering, but as a condition to using certain aspects of the Service and viewing the Content, you may be required to (a) register a Parent Account with Company and select a password and screen name ("User ID") for the Parent Portal, and (b) establish separate device accounts and purchase Subscription(s) for every child or student on whose device you intend to use the Service. You acknowledge that each device profile requires purchase of a separate Subscription and that a Subscription may only be registered to one device at a time. You shall provide Company with accurate, complete, and updated registration information. Failure to do so shall constitute a breach of the Terms of Service, which may result in immediate termination of your Company account. You shall not (i) select or use as a User ID or domain a name of another person with the intent to impersonate that person; (ii) use as a User ID or domain a name subject to any rights of a person other than you without appropriate authorization; or (iii) use as a User ID or domain a name that is otherwise offensive, vulgar or obscene. Company reserves the right to refuse registration of, or cancel a User ID and domain in its sole discretion. You are solely responsible for activity that occurs on your account and shall be responsible for maintaining the confidentiality of your Company password and those of your minor children. You shall never use another parent account without such other Parent Account holder's express permission. You will immediately notify Company in writing of any unauthorized use of your account, or other account related security breach of which you are aware.

### **Fees and Payments**

When you select a Subscription term, you will have an opportunity to review and accept the fees that you will be charged, which we may change from time to time. Changes to that policy are effective after we provide you with notice by posting the changes on the Websites. Subscription terms shall automatically renew for a subsequent term unless you cancel the subscription through <https://portal.cogliapp.com> prior to the end of the current Subscription term. We may choose to temporarily change the fees for our services for promotional events (for example, free listing days) or new services, and such changes are effective when we post the temporary promotional event or new service on the Websites. You are responsible for paying all fees and applicable taxes associated with your use of the Website. In the event your information is removed from the Service for violating the Terms of Service, all fees paid will be non-refundable, unless in its sole discretion Cogli determines that a refund is appropriate. If Cogli terminates the Services or your parent account or individual device profiles without cause, you shall receive a prorated refund for the remaining paid Subscription term of each device profile which was terminated.

### **Customer Client Payments; Credit Card Information**

You agree to pay for each Subscription with a credit card. At this time, Cogli does not store full credit card information, but it may do so in the future if indicated in the Terms of Service. Cogli currently stores the last 4 digits of a user's card number and the type of card (Visa, etc.) A further functionality may include the ability to initiate a charge upon that credit card or similar account for Subscriptions, based upon the fees and rates then in effect.

### **Third Party Site**

The Service may permit you to link to other websites or resources on the Internet, and other websites or resources may contain links to the Site. When you access third party websites, you do so at your own risk. These other websites are not under Company's control, and you acknowledge that Company is not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources. The inclusion of any such link does not imply endorsement by Company or any association with its operators. You further acknowledge and agree that Company 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, goods or services available on or through any such website or resource.

### **Content and License**

You agree that the Service contains Content specifically provided by Company or its partners and that such Content is protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. You shall abide by and maintain all copyright notices, information, and restrictions contained in any Content accessed through the Service. Company grants each user of the Site and/or Service a worldwide, non-exclusive, non-sublicensable and non-transferable license to view, interact with, and store the Content, solely for personal, non-commercial use. Reproduction, modification, or distribution of any Content is expressly prohibited without prior written permission from Company, or from the copyright holder identified in such Content's copyright notice. You shall not sell, license, rent, or otherwise use or exploit any Content for commercial use or in any way that violates any third party right.

### **Intellectual Property Rights — Users**

The Service may provide users with the ability to submit or post ("Submitting" or "Submission"), written forum comments, data, text, photographs, quiz content, Feedback (as defined below) or other information to the Site (collectively, the "User Submissions"). By Submitting User Submissions on the Site or otherwise through the Service, you, on behalf of yourself and any of your minor children for whom you have established device profiles:

- acknowledge that by Submitting any User Submission to the Site, you are publishing that User Submission, and that you may be identified publicly by your User ID, email, First and Last Name, or other name or data associated with your account, in association with any such User Submission;
- acknowledge that by Submitting any User Submissions through the Website or the Service, you hereby do and shall grant Company a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully paid, sublicensable and transferable license to use, edit, modify, reproduce, distribute, prepare derivative works of, display, perform, and otherwise fully exploit the User Submissions in connection with the Website, the Service and Company's (and its successors and assigns') business, including without limitation for promoting and redistributing part or all of the Website (and derivative works thereof) or the Service in any media formats and through any media channels (including, without limitation, third party websites). You also hereby do and shall grant each user of the Website and/or the Service a non-exclusive license to access your User Submissions through the Website and the Service, and to use, edit, modify, reproduce, distribute, prepare derivative works of, display and perform such User Submissions solely for personal, non-commercial use. For clarity, the foregoing license grant to Company does not affect your other ownership or license rights in your User Submission(s), including the right to grant additional licenses to the material in your User Submission(s), unless otherwise agreed in writing;
- represent and warrant, and can demonstrate to Company's full satisfaction upon request that you (i) own or otherwise control all rights to all content in your User Submissions, or that the content in such User Submissions is in the public domain, (ii) you have full authority to act on behalf of any and all owners of any right, title or interest in and to any content in your User Submissions to use such content as contemplated by these Terms of Service and to grant the license rights set forth above, (iii) you have the permission to use the name and likeness of each identifiable individual person and to use such individual's identifying or personal information as contemplated by these Terms of Service; and (iv) you are authorized to grant all of the aforementioned rights to the User Submissions to Company and all users of the Service;
- agree that Submission of any ideas, suggestions, documents, and/or proposals to Cogli through its suggestion or similar pages ("Feedback") is done on a non-confidential basis and that Cogli has no obligations with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback;
- agree to pay all royalties and other amounts owed to any person or entity due to your Submission of any User Submissions to the Service;
- represent that the use or other exploitation of such User Submissions by Company and use or other exploitation by users of the Website and Service as contemplated by this Agreement will not infringe or violate the rights of any third party, including without limitation any privacy rights, publicity rights, copyrights, contract rights, or any other intellectual property or proprietary rights; and
- understand that Company shall have the right to delete, edit, modify, reformat, excerpt, or translate any

materials, content or information submitted by you; and that all information publicly posted or privately transmitted through the Site is the sole responsibility of the person from which such content originated and that Company will not be liable for any errors or omissions in any content; and that Company cannot guarantee the identity of any other users with whom you may interact in the course of using the Service.

Company does not endorse and has no control over any User Submission. Company cannot guarantee the authenticity of any data which users may provide about themselves. You acknowledge that all Content accessed by you using the Service is at your own risk and you will be solely responsible for any damage or loss to any party resulting therefrom.

### **Termination**

Company may freeze or terminate your access to all or any part of the Service at any time, with or without cause, with or without notice, effective immediately, which may result in the forfeiture and destruction of all information associated with your membership. If you wish to terminate your account, you may do so by following the instructions on the Site. Any fees paid hereunder are non-refundable, except as otherwise expressly provided herein. All provisions of the Terms of Service which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

### **Warranty Disclaimer**

Company has no special relationship with or fiduciary duty to you. You acknowledge that Company has no control over, and no duty to take any action regarding: which users gain access to the Website; what User Submissions you access via the Website; what effects the Content may have on you; how you may interpret or use the Content; or what actions you may take as a result of having been exposed to the Content. You release Company from all liability for you having acquired or not acquired Content through the Website. The Website may contain, or direct you to websites containing, information that some people may find offensive or inappropriate. Company makes no representations concerning any Content contained in or accessed through the Site, and Company will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Site or the Service.

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" AND IS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. COMPANY, AND ITS DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, PARTNERS AND CONTENT PROVIDERS DO NOT WARRANT THAT: (A) THE SERVICE WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (B) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (C) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (D) THE RESULTS OF USING THE SERVICE WILL MEET YOUR REQUIREMENTS. YOUR USE OF THE SERVICE IS SOLELY AT YOUR OWN RISK.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Electronic Communications Privacy Act Notice (18USC 2701-2711): COMPANY MAKES NO GUARANTY OF CONFIDENTIALITY OR PRIVACY OF ANY COMMUNICATION OR INFORMATION TRANSMITTED ON THE SITE OR ANY WEBSITE LINKED TO THE WEBSITE. Company will not be liable for the privacy of email addresses, registration and identification information, disk space, communications, confidential or trade-secret information, or any other Content stored on Company's equipment, transmitted over networks accessed by the Website, or otherwise connected with your use of the Service.

### **Indemnification**

You shall defend, indemnify, and hold harmless Company, its affiliates and each of its, and its affiliates employees, contractors, directors, suppliers and representatives from all liabilities, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to your use or misuse of, or access to, the Website, Service, Content or otherwise from your User Submissions, violation of the Terms of Service, or infringement by you, or any third party using the your account, of any intellectual property or other right of any person or entity. Company reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with Company in asserting any available defenses.

### **Limitation of Liability**

IN NO EVENT SHALL COMPANY, NOR ITS DIRECTORS, MEMBERS, SHAREHOLDERS, EMPLOYEES, AGENTS,

PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICE (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING), (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGIN), (III) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) THE SUBSCRIPTION FEE PAID BY YOU FOR THE CURRENT SUBSCRIPTION TERM. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU; OR (IV) FOR ANY AND ALL INJURIES, DEATH, LOSSES, COSTS, AND EXPENSES INCURRED BY YOU AND/OR ANY PERSON CLAIMING BY OR THROUGH YOU.

#### **International**

Accessing the Service is prohibited from territories where such Content is illegal. If you access the Service from other locations, you do so at your own initiative and are responsible for compliance with local laws.

#### **Electronic Delivery/Notice Policy and Your Consent**

By using the Services, you consent to receive from Cogli all communications including notices, agreements, legally required disclosures or other information in connection with the Services (collectively, "Contract Notices") electronically. Cogli may provide such electronic Contract Notices by posting them on the Cogli Website. If you desire to withdraw your consent to receive Contract Notices electronically, you must discontinue your use of the Cogli Website and Services.

#### **Integration and Severability**

The Terms of Service are the entire agreement between you and Company with respect to the Service and use of the Website, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and Company with respect to the Website. If any provision of the Terms of Service is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Terms of Service will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

#### **Miscellaneous**

Company shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Company's reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation (including "line-noise" interference). The Terms of Service are personal to you, and are not assignable, transferable or sublicensable by you except with Company's prior written consent. Company may assign, transfer or delegate any of its rights and obligations hereunder without consent. No agency, partnership, joint venture, or employment relationship is created as a result of the Terms of Service and neither party has any authority of any kind to bind the other in any respect. In any action or proceeding to enforce rights under the Terms of Service, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under the Terms of Service will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail (except with respect to notices regarding changes to these Terms of Service, which shall be deemed given when posted on the Website); or the day after it is sent, if sent for next day delivery by recognized overnight delivery service.

Last Updated: 15 July 2017

# COGLI

## PRIVACY POLICY

The following is the Privacy Policy (“Privacy Policy”) of this Website currently in effect as of the date written above, subject to amendment. Together with the Terms of Service and General Provisions, such constitutes the Agreement between Cogli and the Customer. Before proceeding to access the Website and/or use any Services, a Customer must ensure that all provisions are read, understood, and agreed.

### **Cogli Policy and Other Parties**

This Privacy Policy solely regards Cogli and its practices. Cogli does not control and cannot describe and/or guarantee to privacy policies of other parties, including Providers and companies which may be accessed through the Website. Caution should be exercised by a Customer when considering providing any private information, especially when the Customer has left the Website.

### **Children's Privacy**

Cogli has a policy of protecting the privacy of children. While the Website will likely be used by children under the age of 13, Cogli only collects the device profile name (either a first name or nickname) entered by the Customer (the parent or legal guardian of that child) does not directly collect any personally identifiable information from any person we actually know is a child under the age of 13. Cogli will not provide any personal information regarding children under the age of 13 to third parties.

### **Customer's Private Information**

A Customer may choose to provide to Cogli information which contains personal identifying information (“Customer's Private Information”), this is treated differently than the Customer's Public Information which may have been submitted with a request that Cogli post such in the Public Area of the website (such as blog entries, reviews, etc.). Customer's Private Information may include, but is not limited to: first and last name, username (User ID) and password, date of birth, gender, preferred geographic areas, etc.; email addresses may be collected and are separately addressed below. A Customer is not obligated to provide Private Information, however the absence of full information may affect the functionality of the Website and the ability to provide Services and, in such circumstances, Cogli may determine that a particular Customer's registration is insufficient to complete. Notwithstanding the foregoing, no Customer shall provide false Private Information. In no event does Cogli sell or otherwise share Customer's Private Information with third parties.

### **Cogli Security Protocols**

Cogli has established protocols for safeguarding all Private Information, with both physical and electronic security measures which are, from time to time, analyzed for utility. Although Cogli cannot guarantee that Private Information will never be stolen by third parties, it does use high standards of care to protect Private Information from unauthorized disclosure. Such measures currently include using SSL and TLS to ensure that sensitive data is encrypted and storing all customer credit card information with a secure payment gateway provider.

### **Non-Private Information Automatically Collected from Website Users**

When the Website is accessed by Customers, whether or not registered, certain information will be automatically collected from and information deposited to the Customer's computer. The items collected do not contain personally-identifiable information and are intended to understand the Customer's use of the Website, improve its functionality, and allow for customized experience. Types of such information may include:

- A. Cookies. Small files which are stored on the Customer's hard drive to allow the Customer to avoid having to re-enter data when the Website is revisited; such data regards user preferences, history of pages visited, etc. A Customer may delete or block cookies.
- B. Traffic Data. The collection of a Customer's IP address, domain server, type of computer, type of browsers, website from which a Customer came to the Website and to which a Customer may thereafter link, and similar information.
- C. Usage Data. Information regarding how often users utilize the Services, what Content you access, quiz scores and performance data.



With regard to cookies, traffic data, and similar information, none contain Customer's Private Information or any other personally identifying information. Cogli may utilize such non-private information for its own research purposes and may share non-personally identifying information with third parties.

#### **Communications from Cogli or Third Parties**

Cogli will utilize a Customer's contact information, including email and telephone, to provide Services. It may from time to time send to Customers special offers, promotional materials, system upgrade alerts, notices of changes to this Agreement, other information and similar communications. Cogli may, based upon the preferences of Customers, provide email contact information to third parties which may offer services or products of interest to a Customer. Customers shall have an opt-out right as to promotional and similar non-essential types of communications from Cogli, which will be provided as an "unsubscribe" link within such emails. If a Customer desires to receive no communications from Cogli, the registration must be terminated.

#### **Cogli Contractors and Assignees**

From time to time Cogli may contract with others to assist in maintaining the Website and providing Services ("Cogli Contractors"). In all such cases the contractors shall be bound by the terms of this Agreement, as amended. Under such agreements, including the covenants of this Agreement, Cogli may allow on a limited, need-to-know basis, access by Cogli Contractors to Customer's Private Information and other information. Cogli will employ the same standards of care to supervise the use thereof by such Cogli Contractors. No other entities other than Cogli Contractors shall be provided such access.

#### **Legal Demands for Disclosure**

Although rare, Cogli may be required to disclose a Customer's information when required by law. In such instances, it shall reasonably endeavor to contact the subject Customer of a pending demand for information before compliance. In no event shall Cogli be liable for any consequences of its good-faith compliance in response to any written demand by or through a judicial or governmental agency authority. Should a Customer initiate proceedings to contest a demand, then the Customer shall be responsible for the attorneys' fees and costs incurred by Cogli in such proceeding. In the event that Cogli is compelled to make the disclosure before a Customer can be advised, then Cogli shall provide notice thereof as soon as possible thereafter. Notice shall be sufficient by dispatch to the Customer's email address of record.

Last Updated: 15 July 2017