

**LEARNING ALLY RELEASE
INFORMED CONSENT AND RELEASE**

I, the undersigned parent/legal guardian, hereby understand that Cambridge Public Schools is utilizing the services of Learning Ally to provide electronic copies of audio books and related services to students. I understand, acknowledge and agree that the school district can set up a Learning Ally individual account for my child so that he/she may access copies of audio books and related services through a unique login that he/she will be provided. I further hereby acknowledge and agree that the City of Cambridge, Cambridge School Committee and Cambridge Public Schools do not own or control Learning Ally and that my child's Student Data shall be managed and controlled by Learning Ally in accordance with its privacy policy and terms of service, a copy of which is attached to this release.

By entering into this informed consent and release and granting the permission as stated herein, I am expressly authorizing my child to participate and use Learning Ally and for the Cambridge Public Schools to submit my child's Student Data to be used as part of the application process for the creation of an individual account for my son/daughter. By entering into this informed consent and release and granting the permission as stated herein, I also am releasing the City of Cambridge, Cambridge School Committee and Cambridge Public Schools and their respective officers, directors, agents and/or employees from and against any and all liability, loss, damage, costs, claims and/or causes of action arising out of or related to my child's Student Data being submitted to Learning Ally and/or for my child participating and using Learning Ally. I have read this Informed Consent and Release and understand its terms. I sign it voluntarily and with full knowledge of its significance.

Child's Name: _____ Grade: _____

Child's Signature: _____ Homeroom Teacher: _____

Parent/Guardian's Name: _____

Parent/Guardian's Signature: _____

Date: _____

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Individual Membership Copyright Acknowledgement and Terms of Service

Updated: July 22, 2013

1. PART OF MEMBERSHIP APPLICATION

1.1 Scope

This Copyright Acknowledgment and Terms of Service agreement (“Terms of Service”) is a part of and supplements the terms and conditions of your Individual Membership Application and Agreement (“Membership Application”), the entire contents of which are incorporated by reference herein, and forms a binding agreement between you, the applicant identified in Section 1 of your Membership Application, and Learning Ally, Inc. (“Learning Ally”). These Terms of Service govern the terms of access and use of all Learning Ally audiobooks and related products and services, including the Learning Ally website, Learning Ally Audiobook Manager, Learning Ally Audio and audiobooks purchased or received from Learning Ally during the Term of your membership (collectively, the “Services”).

1.2 Conflicts

If any of these Terms of Service is in conflict with a term or condition of your Membership Application, or if these Terms of Service are silent on a term or condition that is in your Membership Application, then the applicable term or condition from your Membership Application shall control.

1.3 Updates

By using our Services, you agree to our Terms of Service. We reserve the right, in our sole discretion, to change, modify, add or remove portions of these Terms of Service at any time. You should check these Terms of Service periodically for changes. By using our Services after we post any changes to these Terms of Service, you agree to accept those changes, whether or not you have reviewed them. If

you do not agree to these Terms of Service, you should not use our Services and, if applicable, you should arrange to cancel your membership with us.

2. COPYRIGHT ACKNOWLEDGEMENT AND LIMITED LICENSE

2.1 Services and Audiobooks Protected by Copyright Law

The contents of all Learning Ally audiobooks and materials are protected under U.S. Copyright Law. Learning Ally strictly regulates the distribution of copyright protected materials within a qualified member population that has provided documented evidence of a qualified disability in accordance with 17 U.S.C. § 121 (commonly known as the “Chafee amendment”), which may include persons having a learning disability, visual impairment, or other physical or mental disability that limits the ability to effectively read standard print. Copying, sharing, or redistributing Learning Ally books or materials in any form to any person is strictly prohibited by law and is a violation and infringement of publishers’ rights and the terms of your membership. Violators face a permanent suspension of Learning Ally membership benefits and possible civil or criminal penalties.

2.2 Limited License

Learning Ally grants you a nontransferable, non-exclusive, limited license to use audiobooks and materials supplied to you in accordance with these Terms of Service. You hereby agree and acknowledge, under penalty of perjury (see 18 U.S.C. § 1001 *et seq.*), that you understand these Terms of Service and agree to all terms and conditions of Learning Ally membership including all terms and conditions of your Membership Application and these Terms of Service. You agree not to copy, share, or redistribute Learning Ally audiobooks or materials in any form, to any person, and you understand that to do so may result in permanent suspension of Learning Ally membership benefits and possible civil or criminal penalties (see 17 U.S.C. §§ 501 *et seq.*, 1201 *et seq.*; 18 U.S.C. § 2319).

2.3 Limited Access

Your membership permits access to the Services only by you or your child, if you are a parent or legal guardian. Access to the Services through your account by anyone other than you, your parent, or your legal guardian is prohibited. You agree to maintain as confidential and not disclose your login credentials to any person other than your child. You are responsible for all usage or activity on your account, including use of your account by any third party, whether or not authorized by you. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your membership. You shall notify Learning Ally promptly if you become aware of any unauthorized use of your account.

2.4 Unlawful Use Prohibited

You agree not to use the Services for any unlawful purpose. Learning Ally reserves the right to terminate your membership or restrict your access to the Services if your use of the Services is found to violate any law, regulation, or ruling; infringe upon another person’s rights including the copyrights of publishers; or violate these Terms of Service.

3. TERM AND TERMINATION; CANCELLATIONS AND REFUNDS

3.1 Effective Date and Term

Membership is valid for one (1) year for annual memberships or three (3) months for quarterly memberships from the date of execution of the Membership Application (“Term”). Annual memberships provide you with unlimited access to the Services. Under a quarterly membership, your book limit and access to Services are limited. Membership will automatically renew unless you have otherwise instructed Learning Ally. These Terms of Service are effective immediately upon execution of your Membership Application and upon any renewal anniversary of your membership (“Effective Date”).

3.2 Termination

Your membership and these Terms of Service may be terminated, without notice, if, in Learning Ally’s sole discretion, you fail to comply with any term or condition of your Membership Application or these Terms of Service. Upon termination you must return or immediately destroy all books or materials furnished by Learning Ally.

3.3 Cancellation and Refunds

You may cancel your membership at any time by contacting Member Services at 1-800-221-4792 or custserv@learningally.org. Upon cancellation, you will no longer have access to any of the Services, and you must immediately return or destroy all Learning Ally books and materials in your possession. Learning Ally will provide you with a refund of your membership fee only if you cancel your membership within fourteen (14) days of your Effective Date. If you do not wish to keep any equipment you may have purchased from Learning Ally, you must request a Return Material Authorization (RMA) within thirty (30) days of shipment of that equipment.

3.4 Return of Materials

You shall promptly destroy or return to Learning Ally all Learning Ally books and materials in your possession upon termination of your membership for any reason, including but not limited to termination by Learning Ally, cancellation by you, or your choice to not renew your membership upon expiration of a Term.

4. REPRESENTATIONS AND WARRANTIES

4.1 Disability Certification for Access to Copyright Protected Material

You hereby certify that you presently have the disability identified in your Membership Application, or during the waiting period after your application is received and that you are entitled to receive copyright protected audiobooks and materials from Learning Ally, as certified by a competent authority. Appropriate certifying authorities may differ from disability to disability. If you have any questions about who is a qualified certifying authority, please contact Member Services at 1-800-221-4792 or custserv@learningally.org.

4.2 Downtime

“Downtime” shall mean a malfunction in a core component of the Services, the loss of a material function of the Services, or any other action that prevents your access to or use of the Services, which malfunction or loss was caused solely by a failure of the Services, Learning Ally, or Learning Ally’s agent, exclusive of (i) any failures caused by or attributable in whole or in part to you or your service provider or other vendor providing services to you, (ii) events beyond the reasonable control of Learning Ally, including circumstances and events constituting impossibility of performance as described in section 4.4 below, or (iii) cessation of use due to anticipated or scheduled maintenance of the Services. If you notify Learning Ally in writing of any Downtime, Learning Ally shall use commercially reasonable efforts to restore the use of the Services as promptly and practicable under the circumstances. Learning Ally shall not be financially responsible for any Downtime, but only will be responsible for remedying such Downtime. Additionally, Learning Ally shall not be responsible for delivering or otherwise providing access to any Services during such Downtime.

4.3 Remedy and Warranty Waiver

EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS OF SERVICE, LEARNING ALLY MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LEARNING ALLY SHALL NOT BE LIABLE FOR ANY LOST PROFITS OR SPECIAL, DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES. YOU HEREBY AGREE TO DEFEND AND HOLD LEARNING ALLY HARMLESS FROM ANY AND ALL CLAIMS THAT MIGHT ARISE FROM YOUR USE OF BOOKS OR OTHER MATERIALS FURNISHED BY LEARNING ALLY IF SAID USE IS OUTSIDE THE SCOPE OF THE LICENSE PROVIDED IN THESE TERMS OF SERVICE OR YOUR MEMBERSHIP APPLICATION. LEARNING ALLY SHALL NOT BE LIABLE, JOINTLY OR SEVERALLY, TO YOU OR ANY OTHER PERSON AS A RESULT OF YOUR ACCESS OR USE OF THE SERVICES FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS, AND LOST REVENUES, WHETHER OR NOT CHARACTERIZED IN NEGLIGENCE, TORT, CONTRACT, OR OTHER THEORY OF LIABILITY, AND IRRESPECTIVE OF ANY FAILURE OF AN ESSENTIAL PURPOSE OF A LIMITED REMEDY.

LEARNING ALLY MAKES NO WARRANTY THAT: (i) THE SERVICES WILL MEET YOUR REQUIREMENTS, (ii) THE PROVISION OF THE SERVICES WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SOFTWARE, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE USE OF THE SERVICES WILL MEET YOUR EXPECTATIONS, OR (v) ANY ERRORS IN THE SERVICES WILL BE CORRECTED. LEARNING ALLY DOES NOT GUARANTEE THE RELIABILITY, ACCURACY, COMPLETENESS, SAFETY, TIMELINESS, LEGALITY, USEFULNESS, ADEQUACY OR SUITABILITY OF ANY OF THE SERVICES. THE SERVICES MAY BE HARMFUL, UNTIMELY, INCOMPLETE, OR INACCURATE AND, ACCORDINGLY, YOU AGREE TO EXERCISE CAUTION, DISCRETION AND COMMON SENSE WHEN USING THE SERVICES.

UNDER NO CIRCUMSTANCES WILL LEARNING ALLY’S DIRECT OR INDIRECT

LIABILITY ARISING OUT OF USE OF THE SERVICES EXCEED THE GREATER OF (I) THE AMOUNT YOU HAVE PAID OR (II) \$10.00. SOME JURISDICTIONS DO NOT PERMIT SOME OF THE ABOVE LIMITATIONS OF LIABILITY, AND THEREFORE THIS MAY NOT APPLY TO YOU.

5. PARENT ALLY SERVICES

5.1 Information Not Advice; No Client-Professional Relationship

PARENT ALLY SERVICES, REFERRED TO AS “SERVICES” IN THIS SECTION, ARE PROVIDED BY TRAINED AND EXPERIENCED SPECIALISTS AND ARE TO BE USED BY MEMBERS FOR GENERAL INFORMATION PURPOSES ONLY, NOT AS A SUBSTITUTE FOR IN-PERSON EVALUATION OR SPECIFIC PROFESSIONAL ADVICE (MEDICAL, LEGAL, EDUCATIONAL, PSYCHOLOGICAL, FINANCIAL ETC.). BY ANSWERING QUESTIONS, PARENT ALLY SERVICE PROVIDERS DO NOT FORM ATTORNEY-CLIENT OR DOCTOR-PATIENT RELATIONSHIPS.

THE LEGAL INFORMATION PROVIDED IN THE PARENT ALLY SERVICES IS OF A GENERAL NATURE AND CANNOT SUBSTITUTE FOR PROFESSIONAL LEGAL ADVICE. ALWAYS SEEK THE ADVICE OF COMPETENT COUNSEL WITH ANY QUESTIONS YOU MAY HAVE REGARDING A LEGAL ISSUE. AS LEGAL ADVICE MUST BE TAILORED TO THE SPECIFIC CIRCUMSTANCES OF EACH CASE, AND LAWS ARE CONSTANTLY CHANGING, NOTHING PROVIDED HEREIN SHOULD BE USED AS A SUBSTITUTE FOR THE ADVICE OF COMPETENT COUNSEL.

YOU SHOULD NOT USE THE SERVICES FOR EMERGENCY PURPOSES OR TO PROVIDE DIAGNOSIS OR TREATMENT OF MEDICAL, PSYCHOLOGICAL OR OTHER PROBLEMS OR DIFFICULTIES, OR AS A SUBSTITUTE FOR PROFESSIONAL MEDICAL, PSYCHOLOGICAL, LEGAL, EDUCATIONAL, OR OTHER PROFESSIONAL ADVICE. THE ENTIRE RISK FOR USE OF THE SERVICES IS BORNE BY YOU.

UNDER NO CIRCUMSTANCES WILL LEARNING ALLY BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A USER’S RELIANCE ON INFORMATION OBTAINED THROUGH THE SERVICE, A REFERRAL OR LINK FROM THE SERVICE OR FROM USER’S RELIANCE ON ANY PRODUCT OR SERVICE OBTAINED FROM A THIRD PARTY OR A LINKED SITE. USE OF THIS SERVICE IS AT USERS’ SOLE RISK.

5.2 CONFIDENTIALITY

CONVERSATIONS MAY BE RECORDED FOR QUALITY ASSURANCE AND MAY BE SHARED INTERNALLY AT LEARNING ALLY FOR MARKET RESEARCH OR SERVICE IMPROVEMENTS. INFORMATION DURING THE CALL PROVIDED BY YOU MAY BE KEPT IN OUR SECURE DATABASES FOR USE IN MARKET RESEARCH OR TO FACILITATE THE DELIVERY OF REPEAT SERVICE OR OTHER RELATED SERVICES. ALL INFORMATION YOU PROVIDE BY PHONE OR IN WRITING WILL BE KEPT PRIVATE. ONLY AUTHORIZED EMPLOYEES AND CONTRACTORS HAVE ACCESS TO SUCH INFORMATION OR DOCUMENTATION.

6. MISCELLANEOUS

6.1 Severability

Should any part or provision of these Terms of Service be held unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining parts of provisions shall not be affected by such holding.

6.2 Limitation of Effect of Waiver

A waiver of any breach of any provision of these Terms of Service shall not be construed as a continuing waiver of other breaches of the same or other provisions of these Terms of Service.

6.3 Negation of Agency and Similar Relationships

Nothing contained herein shall be deemed to create an agency, joint venture or partnership relationship between the parties hereto.

6.4 Entire Agreement; Modifications to be in Writing

These Terms of Service together with your Membership Application constitute the entire Agreement and understanding between you and Learning Ally and supersede all prior agreements and understandings, whether written or oral, with respect to the subject matter of these Terms of Service and your Membership Application. No modification or claimed waiver of any of the provisions hereof shall be valid unless in writing and signed by an authorized representative of Learning Ally.

6.5 No Assignment

Neither your Membership Application, these Terms of Service, your membership, nor any interest in the foregoing may be assigned, in whole or in part, by you without the prior written consent of Learning Ally.

6.6 Governing Law and Dispute Resolution

The validity and interpretation of these Terms of Service shall be governed by the laws of the State of New Jersey. The Federal or State Courts located in the State of New Jersey shall have jurisdiction to hear any dispute arising under or related to these Terms of Service, and you agree to submit to the jurisdiction of such Courts.

6.7 General Assurances

The parties hereto agree to execute, acknowledge, and deliver all such further instruments, and to do all such other acts, as may be necessary or appropriate in order to carry out the intent and purposes of the Membership Application and these Terms of Service.

6.8 Gender

As used herein, each of the masculine, feminine or neuter genders shall include the other genders, the

singular shall include the plural, and the plural shall include the singular, whenever appropriate to the context.

6.9 Captions

Section titles or captions contained in these Terms of Service are inserted only as a matter of convenience and as reference and in no way define, limit, extend or describe the scope of these Terms of Service or the intent of any of the provisions hereof.

6.10 Notices

Notices required under these Terms of Service or your Membership Application shall be in writing and shall for all purposes be deemed to be fully given and received if sent by registered or certified mail, postage prepaid, to the respective parties at the addresses found in your Membership Application, or if sent by other written means if receipt is confirmed or acknowledged by the party to whom the notice was sent.

6.11 Impossibility of Performance

Learning Ally shall not be liable in damages for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to, Acts of God, government restriction, war, insurrections, strikes, fires, floods, work stoppages and/or lack of materials.

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Learning Ally Member Privacy Policy

Learning Ally, Inc.
20 Roszel Rd
Princeton, NJ 08540

We can be reached via e-mail at Privacy (<mailto:privacy@learningally.org>).

Here at Learning Ally, we care deeply about privacy. We do not sell personally identifiable information (PII), nor do we use PII from education records to market to students.

Learning Ally Member Privacy Policy has been developed as an extension of our commitment to combine the finest quality products and services with the highest level of integrity in dealing with our Members. The Policy guides how we collect, store and use information about Members and Prospects, and it will be periodically assessed against new technologies, business practices and our Members' changing needs. Learning Ally may, from time to time, modify this Member Privacy Policy to reflect legal, technological and other developments.

Please note that Privacy Notices advising Members and Prospects as to the specific uses that are being made of their Personally-Identifiable Information by specific Business Units within Learning Ally may also be modified from time to time to reflect changes in business practices. In this event, those changes will appear in the relevant Privacy Notices.

Learning Ally will also comply with applicable U.S. laws that impose additional responsibilities on Learning Ally beyond those stated in this Policy in connection with the treatment of Personally Identifiable Information about its Members and Prospects.

Our Policy recognizes two kinds of personal data that deserve varying levels of protection. Personally Identifiable Information includes, for example, e-mail addresses, billing information, employment status and data that tracks user activity on a Web site or online services. A subset of that category, Sensitive Data, deserves additional safeguards. Sensitive Data includes, by way of example, Social Security numbers, personal financial data (such as credit card information) and information about specific medical conditions.

Learning Ally is committed to using all reasonable efforts to abide by the following Policy:

Give the Gift of Reading

A four dollar donation of support. All funds are confidential and go directly to Learning Ally.

Give Now
[\(https://supportus.learningally.org/donation?eid=55156/\)](https://supportus.learningally.org/donation?eid=55156/)

Collection.

Personally-Identifiable Information will only be collected to the extent that Learning Ally deems reasonably necessary to serve a legitimate business purpose. Please be aware that if you disclose Personally-Identifiable Information on Web site message boards or chat areas, that information may be collected and used by third parties without our knowledge and may result in unsolicited communications from third parties. Such activities are beyond the control of Learning Ally.

Notification:

Members and Prospects will be notified (usually at the point where Personally-Identifiable Information is collected) as to the uses the Business Unit may make of the Personally-Identifiable Information collected from them.

Security:

Appropriate safeguards will be implemented in an effort to ensure the security, integrity and privacy of Personally-Identifiable Information about our Members and Prospects.

Access:

Review and Correction. Procedures have been developed through which Members and Prospects can, upon request, review and correct the Personally-Identifiable Information that has been collected from them by Learning Ally. These procedures may not, however, compromise the security, integrity and privacy of either Learning Ally Education own proprietary databases or databases licensed from third party companies. Sensitive Data. The collection and use of Sensitive Data carries with it special obligations and responsibilities in order to maintain the data's security, integrity and privacy.

Sensitive Data will not be rented or otherwise made available for External Distribution outside Learning. Please note that our Web sites may contain links to other Web Sites that have their own privacy policies and practices. While Learning Ally will employ commercially appropriate procedures to help ensure that your information is only used for authorized purposes as described above, Learning Ally cannot make any guarantees with respect to the actions or policies of such third parties.

Children:

Collection and use of information from children in the U.S. under the age of thirteen will be made in compliance with the Children's Online Privacy Protection Act of 1998. Specifically, Learning Ally Education will:

Provide a parent or guardian, upon request, with the means to review the Personally-Identifiable Information collected from his or her child;

Provide a parent or guardian with the opportunity to prevent the further use of Personally-Identifiable Information that has already been collected, or the future collection of Personally-Identifiable Information, from that child;

Limit collection of Personally-Identifiable Information for a child's online participation in a game, **Give the Gift of Reading**, or other activity. Personally-Identifiable Information that is reasonably necessary to participate in the activity; and Establish **Give Now** (https://support.learningally.org/checkout/donation?eid=55156/) a foundation of support. A lifetime of confident learning.

Privacy Policy

The Learning Ally Member Privacy Policy has been developed out of respect for the privacy preferences and choices of our Members and Prospects. We have established procedures to ensure that every reasonable effort is made to address your concerns. Each Business Unit within Learning Ally has a designated manager to implement our Member Privacy Policy for its respective Members and Prospects.

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(<http://www.youtube.com/learningally>)

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