

# Readtopia

## Terms of Service

**Effective Date: January 1, 2022**

Readtopia's products and services are provided by Building Wings LLC ("BW" or "We" or "Us"). These Terms of Service ("Terms") govern your access to and use of Readtopia's website, products, and services ("Products").

### 1. Agreeing to the Terms

By accessing or using Readtopia, you agree to be bound by these Terms, Privacy Policy, and any applicable Organizational License Agreement.

- 1.1. **If you create an account on behalf of an Educational Institution, company, or other entity ("Organization"),** then (a) "you" includes you and the Organization, and (b) you represent and warrant that you are authorized to grant all permissions and licenses provided in these Terms and bind the Organization to these Terms, and that you agree to these Terms on the Organization's behalf.
- 1.2. **If you are under the age of 18,** you must have your parent or guardian read these Terms and agree for you, or have your teacher, professor, representative of school district/university ("Educator") or Educational Institution read these Terms and agree for you. If you do not have consent from your parent, guardian, Educator, or Educational Institution, you do not have permission to create an account or use Readtopia.
- 1.3. **If you are under the age of 13 ("Child User"),** you may not create an account or use Readtopia.

### 2. Changes to the Terms of Use

We reserve the right to modify the Terms at any time, but you will be notified on Readtopia's login page or by some other means. We will not change the Terms in any material way without providing notice of the change via email to you and obtaining consent to any new uses. If you do not agree with the new terms, you may reject them, but you will need to terminate your account and/or stop using Readtopia. Your continued use constitutes your acceptance of the new Terms.

### 3. Using Readtopia

#### 3.1. Account Registration and Security

As a condition to using Readtopia, you must register for an account. Accounts can be created with a password and a valid email address. Accounts can also be created through an Integrated Service such as, but not limited to, "Google Sign-In."

You will provide true, accurate, complete, and updated account information. You are responsible for maintaining the confidentiality of your account and password, and you agree to accept responsibility for all activities that occur under your account. If you learn of any unauthorized use of your account, contact us at support@buildingwings.com. You may not create an account with the name or email of another person without that person's prior authorization. Use of another person's login is only permitted for troubleshooting and technical setup if absolutely necessary.

You may not transfer your account to anyone without express prior written consent of Building Wings LLC. An account can be created for and accessed by a single individual only. You may not share an account with anyone without express prior written consent of Building Wings LLC. Violation of any of the foregoing may result in immediate termination of your account, revocation of your ability to use Readtopia, and may subject you to reimburse us for unauthorized accounts, pay for past use, state and federal penalties, and other legal consequences.

Building Wings reserves the right, but will have no obligation, to investigate your use of Readtopia in order to determine whether a violation of the Terms has occurred or to comply with any applicable law, regulation, legal process or governmental request.

## **3.2. Licensed Uses**

### **a. Number of Licenses**

Each organization which purchases two or more licenses is provided a license administrator at no charge. The purpose of this account is for Managing/Administering Teacher Licenses and Professional Development and Training. Each teacher is required to have a license. A minimum of 1 license per classroom is required. Licenses can be reassigned. For reassigned licenses, all printed materials must be transferred to the next licensed teacher or destroyed.

### **b. Use after Termination**

The only materials allowed to be used after termination are Graphic novels printed and distributed to students during the duration of the subscription. All other materials printed during the duration of the subscription are to be shredded.

## **3.3. Integrated Service**

Readtopia permits you to register for an account through third party integrated services, such as, but not limited to, "Google Sign-in." By registering with an Integrated Service, you agree that Building Wings LLC may access your unique identifier provided by the Integrated Service and your registration information: your first name, last name, and email address.

## **3.4. Use by Children under 13 (Child User)**

**If you are a Child User, you may not create an account. If we learn we have collected personal information from a Child User, we will delete that account and all associated information as quickly as possible.**

## **3.5. Educator User**

If you are at least 18 years of age and you provide education to students, you may register an Educator Account. Readtopia makes available to Educators an educator and administrator account. You represent and warrant that you will use all information collected by Readtopia solely to provide education-related services. You represent and warrant that you are responsible for complying with the Family Educational Rights and Privacy Act ("FERPA") and The Children's Online Privacy and Protection Act ("COPPA").

## **3.6. Collection and Use of Personal Information**

For information about Readtopia's policies and practices regarding the collection and use of personal information, please read Readtopia's [Privacy Policy](#). The Privacy Policy is incorporated by reference and made part of these Terms. By agreeing to these Terms, you agree that your use of Readtopia is governed by the Privacy Policy.

## **3.7. Organizational Accounts-Invoice Timing**

You agree to pay BW a license fee for the Initial Term based upon the current fee schedule as set forth in the Invoice. Payment Terms are Net 30. We reserve the right to terminate access for non-payment. Prior to the end of the Initial Term, BW shall, based upon the current fee schedule or as otherwise agreed to by the parties, invoice you the amount payable for the annual fee for each subsequent Renewal Term. To ensure continuity of service, you agree to pay the invoice amount prior to the end of the term.

If you cancel your subscription, you will not be invoiced again. Your subscription will be canceled at the end of the billing cycle. If your subscription was canceled partway through the billing period, you will be able to use the product for the remainder of the billing period, but no money will be refunded.

If you terminate for any reason prior to the end of the Initial or Renewal Term, your organization shall be liable to BW for payment of all Fees through the entire Initial or Renewal Term.

## 4. Saving Sensitive Information

Data is transmitted securely through Secure Socket Layer (SSL) and is encrypted while at rest on our servers. See the Privacy Policy for more information on what is saved on Readtopia's servers.

## 5. Miscellaneous

- No Student records are collected by Readtopia.
- Copyright Notice. All the visual interfaces, design, compilation, information, source code, object code, services, and all other elements of Readtopia are protected under the copyright laws of the United States and other countries. Any unauthorized reproduction, derivative work, distribution, in whole or in part and by any means, electronic or otherwise, of Readtopia material or licensed material is strictly prohibited and may subject the offender to civil liability and severe criminal penalties (Title 17, United States Code, Sections 501 and 506).
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- Relationship of Parties. This Agreement shall not be construed as creating a legal agency, partnership, joint venture or any other form of legal association and shall not represent to the contrary, whether expressly, by implication, appearance or otherwise.
- Waiver; Construction. Failure by BW to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. Each party acknowledges and confirms that it has reviewed this Agreement and that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation and/or construction of this Agreement.
- Assignability. Neither this Agreement nor any interest, licenses, or rights may be assigned, transferred, or conveyed, in whole or in part. Any assignment in violation of this Agreement is deemed null and void. BW shall have the right to assign, transfer, or convey any interest, licenses, or rights, in whole or in part of this Agreement.
- Severability. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the economic benefits and intent of the parties, and the remainder of this Agreement will continue in full force and effect.
- Limitation of Liability. **UNDER NO CIRCUMSTANCES SHALL BW, OR ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE TO YOU FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE) ARISING OUT OF OR RELATING TO READTOPIA OR YOUR USE, YOUR RELIANCE ON THE READTOPIA, MODIFICATION, PRODUCTION, DELIVERY, MISUSE OR INABILITY TO USE THE READTOPIA OR ANY PORTION THEREOF, WHETHER UNDER A THEORY OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCTS LIABILITY OR OTHERWISE, EVEN IF BW OR BW'S AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY, SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. In no event shall BW's total liability to YOU for all damages, losses and any cause of action whatsoever (whether in contract, tort (including negligence) or otherwise exceed the price paid by You in the twelve month period preceding this applicable claim for the use of Readtopia. YOU AGREE TO BEAR ALL COSTS RESULTING FROM THE USE OF READTOPIA. BW ASSUMES NO**

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- Responsibility. You agree to bear all costs resulting from the use of Readtopia. BW assumes no responsibility for errors or omissions in content or other documents which are referenced by or linked to this service. Readtopia may contain links to third party sites on the Internet that are not under the control of BW. BW is not responsible for the content or availability of any linked third party sites.
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- Limited License; Permitted Uses. BW grants to each authorized User a non-exclusive, non-transferable, non-assignable limited license to access and use Readtopia for their personal, non-commercial use. All other license rights not specifically granted herein, whether by estoppel, implication, or otherwise, are expressly reserved by BW and any other use of the BW Services are strictly prohibited. BW further reserves the right, at its sole discretion, to revoke this limited license at any time and without notice. This BW Service is owned by BW or its suppliers and is protected by United States copyright laws and international treaty provisions.
- Retention of Rights. BW reserves all rights not expressly granted to you in this Agreement. You acknowledge and agree that: (i) except as specifically set forth in this Agreement, BW retains all rights, title and interest in and to Readtopia, and to any modifications, enhancements or derivative works thereof created by BW, and you acknowledge and agree that they do not acquire any rights, express or implied, therein, (ii) any configuration or deployment of Readtopia shall not affect or diminish BW's rights, title, and interest in and to Readtopia, and (iii) if you suggest any new features, functionality, or performance enhancements for Readtopia that BW subsequently incorporates into Readtopia, such new software or features, functionality, or performance enhancements of shall be the sole and exclusive property of BW.
- Disclaimers. You expressly acknowledge and agree that use of Readtopia is at your sole and entire risk. EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN AN AGREEMENT BETWEEN YOU AND BW, READTOPIA IS PROVIDED "AS IS" AND THAT USE IS AT YOUR SOLE AND ENTIRE RISK. **YOU ASSUME ALL RISK AS TO THE SELECTION, USE, PERFORMANCE AND QUALITY OF READTOPIA AND AGREE NOT TO USE READTOPIA IN ANY SITUATION WHERE SIGNIFICANT DAMAGE OR INJURY TO PERSONS, PROPERTY, OR BUSINESS COULD OCCUR FROM SOFTWARE ERROR. READTOPIA IS PROVIDED WITHOUT WARRANTY OF ANY KIND AND BW EXPRESSLY DISCLAIMS ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. BW DOES NOT WARRANT INTERFERENCE WITH YOUR ENJOYMENT OF READTOPIA OR THAT THE FUNCTIONS CONTAINED IN READTOPIA WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF READTOPIA, WILL BE UNINTERRUPTED OR ERROR-FREE, THAT READTOPIA WILL BE AVAILABLE AT ALL TIMES, OR THAT DEFECTS IN READTOPIA WILL BE CORRECTED. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF READTOPIA IS ASSUMED BY YOU. FURTHERMORE, BW DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF READTOPIA IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY, CURRENTNESS, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY BW OR BW'S AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. SHOULD READTOPIA PROVE DEFECTIVE, YOU (AND NOT BW OR BW'S AUTHORIZED REPRESENTATIVE) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE EXCLUSION MAY NOT APPLY HERE. BW does not control and is not responsible for what You or other Users create or upload through Readtopia and is therefore not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content that You may encounter. You also agree that BW shall not be responsible in any**

**manner whatsoever for Your conduct in respect to Readtopia.** Readtopia may be distributed internationally and may contain references to products and services that have not been released in your country. These references do not guarantee that BW intends to release those products and services in your country.

- **Governing Law.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Illinois without regard to its conflicts of law provisions.
- **Building Wings LLC** makes no representation that information on this Website is appropriate or available for use in all countries, and prohibits accessing materials from territories where contents are illegal. Those who access Readtopia may do so on their own initiative and shall be responsible for compliance with all applicable laws.
- **Export Control Laws.** Readtopia is subject to export controls administered by the United States, and other countries. Diversion contrary to U.S. law, where applicable, is strictly prohibited. Export, re-export or import of certain products, software, documentation and information may require action on your behalf prior to purchase and it is your responsibility to comply with all applicable international, national, provincial, state, regional and local laws, and regulations, including any applicable import and use restrictions. By downloading or using Readtopia, you are agreeing to the foregoing and all applicable export control laws.
- When you use Readtopia, you agree to have your data transferred and processed and stored in the United States of America. Given this information, if this use of Readtopia would violate any law that is applicable to you, your right to use these services is revoked.
- **Termination.** Upon termination, you agree to immediately stop any further use. BW reserves the right to delete all data at termination. Provisions which, by their nature should remain in effect beyond termination of the Agreement shall survive, including but not limited to Retention of Rights, Limitation of Liability, and Disclaimers. The termination of this Agreement shall be without prejudice to any and all other right or remedy available to BW as a result of your breach.
- **Force Majeure.** Neither BW nor your organization shall be liable for any breach of its obligations under this Agreement resulting from causes beyond its reasonable control including but not limited to fires, strikes (of its own or other employees), insurrection or riots, embargoes or container shortages, requirements or regulations of any civil or military authority.
- **Integration.** BW and you agree that this Amendment sets forth the entire Agreement and understanding between them as to the subject matter hereof and merge any and all prior discussions between them. Neither BW nor you shall be bound by any warranties, understandings, or representations other than as expressly provided herein and in this Agreement.
- **Taxes.** You shall, in addition to the other amounts payable under this Agreement, pay all taxes including but not limited to sales, and other taxes, federal, state, local, use, excise, value-added, privilege or assessments or governmental charges, or otherwise, and any other types of taxes, however designated, which are levied or imposed by reason of the transactions contemplated or relating to this Agreement.
- **Entire Agreement.** This document constitutes the entire Agreement between the Parties and supersedes any and all prior or contemporaneous understandings or Agreements, whether written or oral. Except as expressly set forth herein, the Parties make no warranties, representations, covenants, or Agreements, express or implied. This Agreement shall not be modified except by a written agreement executed by an authorized representative of BW and you.

## 6. Contact Information

Building Wings LLC welcomes your comments regarding the legal terms. If you have any questions or comments regarding the legal terms, please contact us electronically or via postal mail at the address provided below and Building Wings LLC will use commercially reasonable efforts to promptly determine and remedy the problem.

Building Wings LLC  
Attn: Legal Department  
26799 W. Commerce Drive  
Volo, Illinois 60073  
info@buildingwings.com Subject Line: Attn: Legal Department