

Website Terms of Use and Privacy Policy

I. Agreement between user and The Universe and More, Inc.

Welcome to the website of The Universe and More, Inc. This website (the "Site") is comprised of various web pages operated by The Universe and More, Inc. ("The Universe and More"). The site is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of the Site constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

The Universe and More, Inc. is 501(c)(3) nonprofit education technology company dedicated to making science education easily accessible--and very fun--for students in and out of the classroom. Our apps are designed to provide a rigorous learning experience while motivating students with a level of stimulus to which they have become accustomed in the mobile gaming age. Founded by an award-winning science teacher, we advocate for an innovative approach to education that maximizes the empowering potential of technology, in particular, interactive games and apps, in the classroom. Designed with the goal of enriching the student learning experience, our games serve as supplementary tools that enhance, but do not replace, the vital role that teachers play in the science classroom.

II. Privacy Policy

Protecting your private information is our priority. This Statement of Privacy applies to the Site and The Universe and More, Inc. and governs data collection and usage. For the purposes of this Privacy Policy, unless otherwise noted, all references to The Universe and More, Inc. include theuniverseandmore.org and The Universe and More. The The Universe and More website is a Nonprofit, Education Technology Company site. By using the The Universe and More website, you consent to the data practices described in this statement.

1. Collection of your Personal Information

We do not collect personally identifiable information from our users. We may gather personal or non-personal information in the future.

Information about your computer hardware and software may be automatically collected by The Universe and More. This information can include: your IP address, browser type, domain names, access times and referring website addresses. This information is used for the operation of the service, to maintain quality of the service, and to provide general statistics regarding use of the The Universe and More website.

The Universe and More encourages you to review the privacy statements of websites you choose to link to from The Universe and More so that you can understand how those websites collect, use and share your information. The Universe and More is not responsible for the privacy statements or other content on websites outside of the The Universe and More website.

2. Security of your Personal Information

The Universe and More secures your personal information from unauthorized access, use or disclosure.

3. Children Under Thirteen

The Universe and More does not knowingly collect personally identifiable information from children under the age of thirteen. If you are under the age of thirteen, you must ask your parent or guardian for permission to use this website.

4. Opt-Out & Unsubscribe

We respect your privacy and give you an opportunity to opt-out of receiving announcements of certain information. Users may opt-out of receiving any or all communications from The Universe and More by contacting us here:

- Email: chris@theuniverseandmore.com

5. Changes to the Privacy Policy

The Universe and More will occasionally update this Privacy Policy to reflect company and customer feedback. The Universe and More encourages you to periodically review this Statement to be informed of how The Universe and More is protecting your information.

III. Electronic Communications

Visiting the Site or sending emails to The Universe and More constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

The Universe and More does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use the Site only with permission of a parent or guardian.

IV. Links to third party sites/Third party services

The Site may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of The Universe and More and The Universe and More is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. The Universe and More is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by The Universe and More of the site or any association with its operators.

Certain services made available via the Site are delivered by third party sites and organizations. By using any product, service or functionality originating from the the Site

domain, you hereby acknowledge and consent that The Universe and More may share such information and data with any third party with whom The Universe and More has a contractual relationship to provide the requested product, service or functionality on behalf of the Site users and customers.

V. No unlawful or prohibited use/Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use the Site strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to The Universe and More that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of The Universe and More or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. The Universe and More content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of The Universe and More and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of The Universe and More or our licensors except as expressly authorized by these Terms.

VI. International Users

The Service is controlled, operated and administered by The Universe and More from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the The Universe and More Content accessed through the Site in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

VII. Indemnification

You agree to indemnify, defend and hold harmless The Universe and More, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use

the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. The Universe and More reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with The Universe and More in asserting any available defenses.

VIII. Liability disclaimer

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. THE UNIVERSE AND MORE, INC. AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

THE UNIVERSE AND MORE, INC. AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. THE UNIVERSE AND MORE, INC. AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE UNIVERSE AND MORE, INC. AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF THE UNIVERSE AND MORE, INC. OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

IX. Termination/access restriction

The Universe and More reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of New Jersey and you hereby consent to the exclusive jurisdiction and venue of courts in New Jersey in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and The Universe and More as a result of this agreement or use of the Site. The Universe and More's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of The Universe and More's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by The Universe and More with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and The Universe and More with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and The Universe and More with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

X. Changes to Terms

The Universe and More reserves the right, in its sole discretion, to change the Terms under which the Site is offered. The most current version of the Terms will supersede all previous versions. The Universe and More encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

The Universe and More welcomes your questions or comments regarding the Terms:

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Email Address:
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Effective as of July 12, 2015