

Privacy Policy

EarlyBird's Privacy Policy

EarlyBird recognizes the importance of respecting the privacy of those who visit this mobile application. Our mobile application (referred to here as the mobile application, app or EarlyBird) and website, www.yourclass.org (referred to here as the website or www.yourclass.org), makes it easy to share information with your friends and people around you. This Privacy Policy describes how we collect and use your information and gives you choices as to how we use it. We suggest that you review this Privacy Policy periodically as we may update it from time to time. This Privacy Policy was last revised on February 10, 2021. When we refer to users, we are referring to all users of EarlyBird. By becoming a user, you agree to the terms of and practices described in this Privacy Policy for both our mobile application, EarlyBird, and our website, www.yourclass.org. EarlyBird and our website, which serves as our information portal, are available to everyone worldwide.

If you have questions regarding this statement, please contact us at support@yourclass.org.

- Privacy Settings

You choose what information you include in your registration on the app, including contact and personal information such as full name, email address, address and phone numbers. And you control the information you share through the privacy settings on the Privacy page. Our default privacy settings limit the information displayed in your account to your networks and other reasonable community limitations that we tell you about.

- The Information We Collect

When you visit EarlyBird, you provide us with two types of information: personal information you knowingly choose to disclose that is collected by us and mobile application use information collected by us as you interact with our app.

When you register with EarlyBird, you provide us with certain personal information, such as your name, your email address, your telephone number, your address, and any other personal or preference information that you provide to us.

When you enter EarlyBird, we collect your browser type and IP address. This information is gathered from all EarlyBird visitors. In addition, we store certain information from your browser using "cookies." A cookie is a piece of data stored on the user's mobile device tied to information about the user. We use session ID cookies to confirm that users are logged in. These cookies terminate once the user closes the browser. By default, we use a persistent cookie that stores your login ID (but not your password) to make it easier for you to login when you come back to EarlyBird. You can remove or block this cookie using the settings in your browser if you want to disable this convenience feature.

When you use EarlyBird, you may set up your personal account, input your personal information that may be used to personalize user experience, input payment methods for in-app purchases, and transmit information through various channels such as video tutoring capabilities. We collect this information so that we can provide you the service through our mobile application and offer personalized features. In most cases, we retain it so that, for instance, you can return to view prior activity you have completed on the app. When you update information, we usually keep a backup

copy of the prior version for a reasonable period of time to enable reversion to the prior version of that information.

When you input personal information for the personalized mobile application experience, you do so at your own risk. While no other users have access to the personal information you input in your registration for the personalized experience, please be aware that no security measures are perfect or impenetrable. We cannot control the actions of other users with whom you may choose to share your personal information with outside of the mobile application. Therefore, we cannot and do not guarantee that your personal registration information will not be obtained or learned in any way by unauthorized persons. We are not responsible for circumvention of any privacy settings or security measures contained on the app. You understand and acknowledge that, even after removal, copies of any content you post may remain viewable in cached and archived pages or if other users have gained access to your personal information in any way.

Any improper collection or misuse of information provided on EarlyBird is a violation of the EarlyBird Terms of Use and should be reported to support@yourclass.org.

EarlyBird may also collect information about you from other sources, such as newspapers, blogs, instant messaging services, and public social media accounts through the operation of the service in order to provide you with more useful information and a more personalized experience.

By using Earlybird, you are consenting to have your personal data transferred to and processed in the United States and abroad.

- Users Under Age 18

EarlyBird does not knowingly collect or solicit personal information from anyone under the age of 18 or knowingly allow such persons to register. If you are under 18, please do not attempt to register for EarlyBird or send any information about yourself to us, including your name, address, telephone number, or email address unless emancipated with documentation of emancipation. Users must be 18 years or older to register their child user that is under the age of 18, unless emancipated with documentation of emancipation. Users can be the parent of the child user or legal guardian of the child user of the mobile application. No one under age 18 may provide any personal information to or on EarlyBird, unless emancipated with documentation of emancipation. In the event that we learn that we have collected personal information from a child under age 18 without verification of parental consent, we will delete that information as quickly as possible. If you believe that we might have any information from or about a child under 18, please email support@yourclass.org.

Profile information and registration information is used by EarlyBird primarily to be presented back to and edited by you when you access the service and personalize the user app experience with customized app levels.

Your name and registration information will be available to the EarlyBird network and those limited pieces of information may be made available to third party search engines. This is primarily so your app experience can be personalized to best suit the user's needs.

EarlyBird may send you service-related announcements from time to time through the general operation of the service. For instance, you may receive an email alerting you of a milestone reached or update to the user's app experience.

Generally, you may opt out of such emails by sending an email to support@yourclass.org, though EarlyBird reserves the right to send you notices about your account even if you opt out of all voluntary email notifications.

- **Sharing Your Information with Third Parties**

We do not provide contact information to third party marketers without your permission. We share your information with third parties only in limited circumstances where we believe such sharing is: 1). reasonably necessary to offer our mobile application and the services associated with it, 2). legally required or, 3). permitted by you.

- **Third Party Communication**

There is no third party communication allowed under any circumstances on the EarlyBird mobile application. You are communicating only with employees of EarlyBird Digital, Inc.

- **Links**

EarlyBird may contain links to other websites or mobile applications. We are, under no circumstances, responsible for the privacy practices of other websites or mobile applications. We encourage Users to be aware when they leave our site to read the privacy statements of each and every mobile application and website that collects personally identifiable information. This Privacy Policy applies solely to information collected by EarlyBird.

- **Third Party Advertising**

Advertisers have been vetted and approved based on the standards of our advertising partners: Google AdMob (owned by Google, Inc. and Alphabet, Inc.) and MoPub (owned by Twitter, Inc.). Advertisements that appear on EarlyBird are sometimes delivered (or "served") directly to users by third party advertisers. They automatically receive your IP address when this happens. These third party advertisers may also download cookies to your computer, or use other technologies such as JavaScript and "web beacons" (also known as "1x1 gifs") to measure the effectiveness of their ads and to personalize advertising content. Doing this allows the advertising network to recognize your mobile device each time they send you an advertisement in order to measure the effectiveness of their ads and to personalize advertising content. In this way, they may compile information about where individuals using your mobile device or browser saw their advertisements and determine which advertisements are clicked. EarlyBird does not have access to or control of the cookies that may be placed by the third party advertisers. Third party advertisers have no access to your contact information stored on EarlyBird unless you choose to share it with them, exclusively outside of the EarlyBird mobile application.

This privacy policy covers the use of cookies by EarlyBird and does not cover the use of cookies or other tracking technologies by any of its advertisers. We do not allow any third party content to be posted to our app or site other than our advertisers.

- **Changing or Removing Information**

Access and control over most personal information on EarlyBird is readily available through your 'My Account' page. EarlyBird users may modify or delete any of their profile information at any time by logging into their 'My Account' page and/or by contacting support@yourclass.org. Information will be updated within 48 hours. Removed information may persist in backup copies for a reasonable period of time but will not be generally available to members of EarlyBird.

Where you make use of the communication features of our mobile application to share information with employees of EarlyBird, such as virtual tutors, (e.g., sending a personal message or video chat with a video tutor) you generally cannot remove such communications.

- Security

EarlyBird takes appropriate precautions to protect our users' information. Your account information is located on a secured server behind a firewall. When you enter sensitive information (such as credit card number, your password, or your address), we encrypt that information using secure socket layer technology (SSL). (To learn more about SSL, go to http://en.wikipedia.org/wiki/Secure_Sockets_Layer). Because email and instant messaging are not recognized as secure communications, we request that you not send private information to us by email or instant messaging services. If you have any questions about the security of the EarlyBird mobile application or our website, www.yourclass.org, please email us directly at support@yourclass.org.

- Federal Trade Commission Compliance

EarlyBird guarantees safety for you and your child user, as that is our top priority. We comply with all Federal Trade Commission Guidelines and COPPA Certifications to assure users that their child user is safe and their ability to utilize the mobile application to its fullest capacity is security with age-appropriate content that includes and is not limited to: video, game, and test content, advertisements, video tutoring sessions, and artificial intelligence responses. (To see more on these guidelines and our compliance, visit <https://www.ftc.gov/tips-advice/business-center/privacy-and-security/children%27s-privacy>).

- Terms of Use, Notices and Revisions

Your use of EarlyBird, and any disputes arising from it, is subject to this Privacy Policy as well as our Terms of Use and all of its dispute resolution provisions including arbitration, limitation on damages, and choice of law. We reserve the right to change our Privacy Policy and our Terms of Use at any time. Non-material changes and clarifications will take effect immediately, and material changes will take effect within 30 days of their posting on this mobile application. If we make changes, we will post them on our website, www.yourclass.org and will indicate at the top of this page the policy's new effective date. If we make material changes to this policy, we will notify you here, by email, or through notice on our home page on our website, www.yourclass.org. We encourage you to refer to this policy on an ongoing basis so that you understand our current privacy policy. Unless stated otherwise, our current privacy policy applies to all information that we have about you and your account.

- Contacting EarlyBird

If you have any questions about this privacy policy, please email us directly at support@yourclass.org.

- NAI Opt-Out

EarlyBird is committed to upholding the NAI Opt-Out Policy. To Opt-Out of EarlyBird advertisements, please click this link: http://www.networkadvertising.org/managing/opt_out.asp. If you have any questions regarding opting-out of EarlyBird-related advertisements, please utilize the "Support Page" of the NAI - <http://www.networkadvertising.org/contact-support/report-problem> or feel free to contact EarlyBird's Site Governance Department at support@yourclass.org.
Terms of Use

EarlyBird's Terms of Use

These Terms of Use ("Terms") govern our relationship with users and others who interact with EarlyBird and our website, www.yourclass.org, which serves as our information portal. By using or accessing EarlyBird, you agree to these Terms of Use. EarlyBird and our website, www.yourclass.org, are available to everyone worldwide.

- Privacy

Your privacy is very important to us. We designed our Privacy Policy to make important disclosures about how you can use EarlyBird to share with others and how we collect and can use your content and information. We encourage you to read the Privacy Policy, and to use it to help you make informed decisions.

- Your Information

You own all of the content and information you share with EarlyBird. In addition:

- When you delete IP content, it is deleted in a manner similar to emptying the recycle bin on a computer. However, you understand that removed content may persist in backup copies for a reasonable period of time (but will not be available to others).
- When you add personal registration information or your payment information to complete in-app purchases, your content and information is shared with the mobile application. Your agreement with the mobile application will control how the mobile application can use the content and information you share.
- We always appreciate your feedback or other suggestions about EarlyBird, but you understand that we may use them without any obligation to compensate you for them (just as you have no obligation to offer them).

- Safety

As a mobile application designed for young child users, safety is our top priority and we take appropriate measures to ensure that a child's well-being is protected in using our mobile application. EarlyBird guarantees safety for you and your child user, as that is our top priority. We comply with all Federal Trade Commission Guidelines and COPPA Certifications to assure users that their child user is safe and their ability to utilize the mobile application to its fullest capacity is security with age-appropriate content that includes and is not limited to: video, game, and text content, advertisements, video tutoring sessions, and artificial intelligence responses. (To see more on these guidelines and our compliance, visit <https://www.ftc.gov/tips-advice/business-center/privacy-and-security/children%27s-privacy>).

In order to continue keeping EarlyBird safe and secure for our child users, we need your help in doing so, which includes the following commitments:

- You will not send or otherwise post unauthorized commercial communications (such as spam) on EarlyBird in the special features section, ie- Video Tutoring.
- You will not collect users' content or information, or otherwise access EarlyBird, using automated means (such as harvesting bots, robots, spiders, or scrapers) without our permission in the special features section, ie- Video Tutoring.
- You will not engage in unlawful multi-level marketing, such as a pyramid scheme, on EarlyBird, in the special features section, ie- Video Tutoring.
- You will not upload viruses or other malicious code.
- You will not solicit login information or access an account belonging to someone else.

- You will not bully, intimidate, or harass in the special features section, ie- Video Tutoring or anywhere it is made possible for this to happen on the EarlyBird mobile application.
- You will not post content that is hateful, threatening, pornographic, or that contains nudity or graphic or gratuitous violence in the special features section, ie- Video Tutoring.
- You will not develop or operate a third party application containing, or advertise or otherwise market alcohol-related or other mature content in the special features section, ie- Video Tutoring.
- You will not offer any contest, giveaway, or sweepstakes ("promotion") on EarlyBird in the special features section, ie- Video Tutoring.
- You will not use EarlyBird to do anything unlawful, misleading, malicious, or discriminatory.
- You will not do anything that could disable, overburden, or impair the proper working of EarlyBird, such as a denial of service attack.
- You will not facilitate or encourage any violations of these Terms of Use.

- Registration and Account Security

EarlyBird users provide their real names and personal information in order to make their user experience customizable, and we need your help to keep it that way. Here are some commitments you make to us relating to registering and maintaining the security of your account:

- You will not provide any false personal information on EarlyBird, or create an account for anyone other than yourself your child user without permission.
- You will not use your personal profile or child's personal profile for your own commercial gain
- You will not register a child user on EarlyBird if you are under 18, unless you are emancipated with documentation of emancipation.
- You will not use EarlyBird if you are a convicted sex offender.
- You will keep your contact information accurate and up-to-date.
- You will not share your password, let anyone else access your account, or do anything else that might jeopardize the security of your account.
- You will not transfer your account to anyone without first getting our written permission.
- If you select a username for your account, we reserve the right to remove or reclaim it if we believe appropriate (such as when a trademark owner complains about a username that does not closely relate to a user's actual name). Additionally, we reserve the right to remove or reclaim it if we believe that the user name is inappropriate in any fashion.

- Protecting Other People's Rights

We respect other people's rights, and expect you to do the same.

- You will not upload or share content or take any action on EarlyBird that infringes or violates someone else's rights or otherwise violates the law.
- We can remove any content or information you post on EarlyBird if we believe that it violates these Terms of Use.
- To report an infringement of your rights, please email or mail a notification to our designated agent at support@yourclass.org and provide the following information:
- Identification of the copyrighted work that you believe to be infringed. Please describe the work, and where possible include a copy or the location (e.g., URL) of an authorized version of the work.

- Identification of the material that you believe to be infringing and its location. Please describe the material, and provide us with its URL or any other pertinent information that will allow us to locate the material.
 - Your name, address, telephone number and (if available) e-mail address.
 - A statement that you have a good faith belief that the complained of use of the materials is not authorized by the copyright owner, its agent, or the law.
 - A statement that the information that you have supplied is accurate, and indicating that "under penalty of perjury" you are the copyright owner or are authorized to act on the copyright owner's behalf.
 - A signature or the electronic equivalent from the copyright holder or authorized representative.
 - We will promptly follow the take-down procedures set forth in the Digital Millennium Copyright Act, and we will notify you of any counter-notice that we receive.
 - If we remove your content for infringing someone else's copyright, and you believe we removed it by mistake, you may notify us.
 - If you repeatedly infringe other people's intellectual property rights, we will disable your account when appropriate.
 - You will not use our copyrights or trademarks (including EarlyBird and our developer or any of its subsidiaries), or any confusingly similar marks, without our written permission.
 - If you collect information from users, you will: obtain their consent, make it clear you (and not EarlyBird) are the one collecting their information, and post a privacy policy explaining what information you collect and how you will use it.
 - You will not share anyone's identification documents or sensitive financial information on EarlyBird, through the special features section, ie- Video Tutoring or on the registration form.
- Mobile
 - We currently provide our mobile services for free for the first two levels of EarlyBird, but please be aware that your carrier's normal rates and fees, such as text messaging fees, will still apply.
 - In the event you change or deactivate your mobile telephone number, you will update your account information on EarlyBird within 48 hours to ensure that your messages are not sent to the person who acquires your old number.

- Payments

If you make a payment on EarlyBird, you agree to our Payments Terms.

- About Advertisements on EarlyBird

Advertisers have been vetted and approved based on the standards of our advertising partners: Google AdMob (owned by Google, Inc. and Alphabet, Inc.) and MoPub (owned by Twitter, Inc.). Advertisements that appear on EarlyBird are sometimes delivered (or "served") directly to users by third party advertisers. Additionally, advertisements are tailored to be appropriate for children and our advertisement partners follow their own strict guidelines in order to ensure safety for the child users in doing so. Our goal is to deliver ads that are not only valuable to advertisers, but also valuable to you. In order to do that, you agree to the following:

- You can use your privacy settings to limit how your name and profile picture may be associated with commercial or sponsored content served by us.
- We do not give your content or information to advertisers without your consent.
- You understand that we may not always identify paid services and communications as such.

- Amendments
- We can change these Terms of Use if we provide you notice (by posting the change on the EarlyBird) and an opportunity to comment. If we make changes, we will post them on our website, www.yourclass.org and will indicate at the top of this page the policy's new effective date. If we make material changes to this policy, we will notify you here, by email, or through notice on our home page on our website, www.yourclass.org. We encourage you to refer to these Terms of Use frequently to see any changes and updates that are made. We can make changes for legal or administrative reasons upon notice without opportunity to comment.

- Termination

If you violate the letter or spirit of these Terms of Use, or otherwise create possible legal exposure for us, we can stop providing all or part of EarlyBird to you. We will notify you by email or at the next time you attempt to access your account. You may also delete your account or disable your applications at any time. In all such cases, these Terms of Use shall terminate, but the following provisions shall survive termination: 2, 3, 4, 5 and 7.

- Disputes
- You will resolve any claim, cause of action or dispute ("claim") you have with us arising out of or relating to these Terms of Use or EarlyBird exclusively in a state or federal court located in Maryland. The laws of the State of Maryland will govern these Terms of Use, as well as any claim that might arise between you and us, without regard to conflict of law provisions. You agree to submit to the personal jurisdiction of the courts located in Maryland for the purpose of litigating all such claims.
- If anyone brings a claim against us related to your actions, content or information on EarlyBird, you will indemnify and hold us harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim.
- WE GUARANTEE SAFETY FOR YOU AND YOUR CHILD USER, AS WE ARE COMPLYING WITH ALL FEDERAL TRADE COMMISSION GUIDELINES, WITH RESPECT TO COPPA GUIDELINES. (To see more on these guidelines and our compliance, visit <https://www.ftc.gov/tips-advice/business-center/privacy-and-security/children%27s-privacy>).
- ADDITIONALLY, WE COMPLY WITH ALL COPPA CHILD SAFETY GUIDELINES TO ENSURE COMPLETE SECURITY AND APPROPRIATE MATERIAL AND CONTENT FOR CHILD USERS. WE STRIVE TO KEEP EARLYBIRD UP, BUG-FREE, AND SAFE, BUT YOU USE IT AT YOUR OWN RISK. WE ARE PROVIDING EARLYBIRD "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. EARLYBIRD IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES, AND YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR." WE WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF USE FOR EARLYBIRD, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY

OF SUCH DAMAGES. OUR AGGREGATE LIABILITY ARISING OUT OF THESE TERMS OF USE OR EARLYBIRD WILL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, EARLYBIRD'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

- Definitions
- By "EarlyBird" we mean the features and services we make available, including through (a) our website at www.yourclass.org and any other EarlyBird branded or co-branded websites (including sub-domains, international versions, widgets, and mobile versions); (b) our Platform; and (c) other media, software (such as a toolbar), devices, or networks now existing or later developed.
- By "us," "we" and "our" we mean EarlyBird Digital, Inc. and all subsidiaries thereof.
- By "Platform" we mean a set of APIs and services that enable applications, developers, operators or services, including Connect and RSS feeds, to retrieve data from EarlyBird or provide data to us.
- By "information" we mean facts and other information about you, including actions you take.
- By "content" we mean anything you post on EarlyBird that would not be included in the definition of "information."
- By "data" we mean content and information that third parties can retrieve from EarlyBird or provide to EarlyBird through Platform.
- By "share" we mean share information with EarlyBird or otherwise make available to us (such as by using an application).
- By "use" we mean use, copy, publicly perform or display, distribute, modify, translate, and create derivative works of.
- By "active registered user" we mean a user who has logged into EarlyBird at least once in the previous 30 days.
- By "application" we mean any application or website that uses or accesses the Platform, as well as anything else that receives data.

- Other
- These Terms of Use makes up the entire agreement between the parties regarding EarlyBird and our website, www.yourclass.org, and supersedes any prior agreements.
- If any portion of these Terms of Use is found to be unenforceable, the remaining portion will remain in full force and effect.
- If we fail to enforce any of these Terms of Use, it will not be considered a waiver.
- Any amendment to or waiver of these Terms of Use must be made in writing and signed by us.
- You will not transfer any of your rights or obligations under these Terms of Use to anyone else without our consent.
- All of our rights and obligations under these Terms of Use are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.
- Nothing in these Terms of Use shall prevent us from complying with the law.
- These Terms of Use does not confer any third party beneficiary rights.

You may also want to review the following documents:

- Privacy Policy: The Privacy Policy is designed to help you understand how we collect and use information.