

# TERC Online Use and Privacy Policy

## Table of Contents:

- [Online Use Policy](#)
    - [Terms and Conditions of Use](#)
    - [Copyright and Use of Materials Posted on this Site](#)
    - [Use of This Site](#)
    - [Links](#)
    - [Trademarks](#)
    - [Submissions](#)
    - [Security](#)
    - [Privacy Policy](#)
    - [Support Level Agreement](#)
    - [Use Outside the United States](#)
  - [Website Privacy Policy](#)
    - [Types of Information Collected](#)
    - [Transfer of Business Assets](#)
    - [Cookies](#)
    - [Links](#)
    - [Security](#)
    - [Children](#)
    - [Correct/Update](#)
    - [Disclaimers](#)
    - [Contacting the Website](#)
- 

## Online Use Policy

*Updated 3/8/2019*

This usage policy will advise you as to TERC's policy regarding the use of its web sites. Please read this policy carefully. We may change this policy from time to time in order to address new circumstances or changes in site content.

## Terms and Conditions of Use

The TERC website is provided to you as a public service and without charge in support of our mission to improve math and science education. Your use of this website acknowledges acceptance of the following terms and conditions of use which apply to TERC's home page (the "TERC Website") and its entire family of websites and wiki spaces as indicated by the [terc.edu](http://terc.edu) domain.

## Copyright and Use of Materials Posted on this Site

All content on the TERC website is owned by TERC or its suppliers, or used by permission of the copyright holder, and is protected by copyright and trademark law. Unless otherwise stated, you may print or download a single copy of content (text and/or images) from the TERC website for personal use provided that you keep intact all copyright and proprietary notices. You may not, however, reproduce, sell, or distribute multiple copies of any content - including text and graphics - without obtaining written permission from TERC in advance. Please contact the project to request permission. Certain content may state more restricted use, as required by the copyright holder.

You are solely responsible for any content, including but not limited to text, images, and video, that you post on the TERC website. You may not post content that you did not create or that you do not have permission to post. You may not post executable files of any kind. Any content containing political viewpoints or otherwise political in nature is not allowed and will be removed. You understand and agree that others may, but are not obligated to, edit, delete or remove (without notice) any content from the website, at any time.

Although a variety of views and opinions are expressed on the TERC website, unless otherwise stated these should not be interpreted as TERC's official position.

Projects may post alternative copyright and usage guidelines; unless otherwise stated, the above policy is in effect.

## Use of This Site

We ask that you respect this website and other users by not posting or transmitting any content that is inappropriate, damaging, infringing, illegal, or not in keeping with TERC's mission. Content posted not in keeping with this policy will be deleted.

### Inclusion and Use of Commenting Tools, Including Forums and Discussion Boards

Projects may wish to include the use of forums, discussion boards, and various commenting tools as part of their online presence. The use of these forums and discussion boards must be moderated by TERC staff. Participants must be registered (i.e., provide an email address or other identification) to TERC project staff. Due to concerns regarding inappropriate usage, anonymous posting, commenting, or blogging on TERC-hosted websites is not allowed. TERC retains the right to modify or remove messages or other material that we consider inappropriate for any reason.

## Links

TERC web sites contain links to other sites. TERC is not responsible for the content or privacy practices of these sites, and may delete these links and any other posted content deemed inappropriate at any time.

## Trademarks

TERC's logo is a registered trademark of TERC and is protected by law. It may not be used without TERC's prior written consent. Contact [communications@terc.edu](mailto:communications@terc.edu) for consent. TERC has other registered trademarks, which are identified on the TERC website with the ™ sign and are also under trademark protection.

## Submissions

If you submit content to the TERC website through a message board, chat room, or any similar interactive service on the website, you give TERC the nonexclusive right to post such content publicly, unless otherwise stated. TERC retains the right to modify or remove messages or other material that we consider inappropriate for any reason. Individual projects may post alternative copyright and submission guidelines. Unless otherwise stated, the above policy is in effect.

## Security

Violations of system or network security are prohibited and may result in criminal and/or civil liability.

## Privacy Policy

TERC is committed to protecting your privacy as explained in our Website Privacy Policy. Please review it carefully.

## Support Level Agreement

TERC is committed to providing 24-hour availability to the TERC website. However, despite the safeguards we have put in place, TERC cannot guarantee constant access to the TERC website, and is not responsible for lost or delayed requests, e-mail messages, or content.

## Use Outside the United States

TERC cannot warrant that the TERC website or the information contained therein may be lawfully accessed, transmitted, viewed, downloaded, or otherwise used outside of the United States. Users from outside the United States are solely responsible for compliance with the laws of the country from which access is made.

## Website Privacy Policy

TERC is firmly committed to protecting your online privacy. The following discloses our online information gathering and dissemination practices. By utilizing the site and entering information about yourself, you agree to be legally bound by this privacy policy, as amended from time to time. If this policy is not acceptable and you are unwilling to be bound by it, please do not enter any information about yourself through this site.

Our overall policy is extremely simple: If we collect information from you, we use it only for the purposes for which it was collected, and the other limited purposes outlined below.

This statement may change over time — please review it periodically. By using this web site after we post any changes to this Privacy Policy, you agree to accept those changes. If at any time you choose not to accept the terms of this Privacy Policy, then you will not enter information about yourself; if you have already done so, then you can opt-out as explained below.

## Types of Information Collected

TERC collects two types of user information. We collect some non-personally identifiable information automatically and some from our contact, registration, and TERC product inquiry forms and online surveys. Non-personally identifiable information might include your IP address, your browser type or operating system, the domain name from which you linked to our site, your zip code, your age, and other general demographic information. We use this non-personally identifiable information to help diagnose problems with our server, and to administer our website; and we may share it with our affiliates, or with our other business partners on an aggregated basis.

Our site's registration and contact forms, online surveys, merchandise transactions, donations, email correspondence, bulletin boards, chat rooms, mailing list registrations, workshops, and/or other TERC project activities may also request or require users to give us personally identifiable information (like their name, telephone number, home address and email address). We may use the information to contact the user, but users may opt-out of receiving future mailings. We will not sell or disclose your personally identifiable data to any third party unless: (i) we change website hosts or our host transfers business assets (as further described below); (ii) we first obtain permission from you; (iii) we need to share it with agents or contractors who perform services for us; (iv) you contact us to inquire about a TERC product and we need to forward limited information about you to our publisher and/or distributor to enable them to respond to your inquiry; or (v) we are required by law to disclose it.

It is important to note that if you give out personal information online, through a bulletin board or chat room, for example, that information may be collected and used by third parties. We cannot guarantee the security of information you post in these arenas. You disclose such information at your own risk. You should also be aware that email communications are not necessarily secure against interception.

If you provide contact information, staff from TERC may inquire to clarify your comment or question, or to learn about your level of customer satisfaction with our services.

## **Transfer of Business Assets**

As our website host develops business, it may be acquired, merge with another business, or acquire or buy other businesses or assets. In such transactions, both personally and non-personally identifiable information will likely be one of the transferred assets.

## **Cookies**

We may use "cookies" to determine whether you have visited our site previously and to save and remember any preferences that you set while using our site. Cookies also allow us to measure activity on our site and to improve your user experience, for example by remembering your passwords and viewing preferences, thus allowing you to visit any member-only parts of the site without re-registering. Our cookies cannot retrieve any other data from a hard drive or obtain an e-mail address. Although a user has the ability to modify most browsers to either accept all cookies, notify the user when a cookie is sent, or reject all cookies, it may not be possible to utilize certain services if cookies are rejected.

## **Links**

This site contains links to other sites. The TERC site is not responsible for the privacy practices or the content of such websites. We encourage you to review the privacy policy and any other online policies or agreements of any sites to which you link.

## **Security**

We will take reasonable steps to ensure the safety of your personally identifiable information. This site has security measures in place to protect the loss, misuse and alteration of the information under our control. However, we do not assume any liability for third-party usage of your personal information, whether obtained legally or illegally from our system.

## **Children**

The TERC site does not seek to collect any information from children under the age of 13. If any child provides us with personally identifiable information, a parent or guardian may notify us and such information will be deleted from our records.

## **Correct/Update**

This site gives users the opportunity to change and modify information previously provided information by sending us an email through our contact form.

## **Disclaimers**

This policy applies to all TERC project websites, except in circumstances in which individual TERC projects choose to post modified versions of this policy on their project websites.

## **Contacting the Website**

If you have any questions about this privacy statement, the practices of this site, or your dealings with this website, you can send a message through our contact page.

USE OF THIS SITE SIGNIFIES YOUR AGREEMENT TO THE TERMS OF USE AND PRIVACY POLICY

Copyright © 2019 by TERC