

**READY FOR KINDERGARTEN ONLINE**  
**TERMS OF USE**

These terms of use (“Terms”) shall govern your access and use of our website and associated technologies which are generally referred to as Ready For Kindergarten, also called R4K (the “Application”). Please read them carefully and let us know if you have any questions.

**Accepting these Terms**

If you access or use the Application, it means you agree to be bound by all of the terms in this document below. If you don’t agree to all of the terms below, please do not use the Application.

**Third-Party Services and Content**

From time to time, we may provide you with links to third party websites or services that we do not own or control. Your use of such third party applications, websites, and services is governed by that party’s own terms of service and/or privacy policies. We encourage you to read the terms and conditions and privacy policy of any third party application, website or service that you visit.

**Your Content & Conduct**

Also, you agree that you will not do any of the following in connection with the Application

- Misrepresent or impersonate your affiliation with a person or entity;
- Collect any personal information about other users, or intimidate, threaten, stalk or otherwise harass other users of the Application;
- Circumvent or attempt to circumvent any server or website security measures, or to intentionally disrupt the normal use of the application for others.

You must notify us in writing immediately if you become aware of any unauthorized use of your account at [cte@jhu.edu](mailto:cte@jhu.edu).

**Ready for Kindergarten Materials**

This property is owned by us or our licensors and it is protected by U.S. and international copyright laws. We grant you the right to use it under the conditions outlined in this agreement.

*Last Updated: August 15, 2014*

Unless we expressly state otherwise, your rights do not include: (i) publicly displaying the Application; (ii) modifying or otherwise making any derivative uses of the Application or any portion thereof; (iii) conducting any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting); (iv) downloading (other than page caching) of any portion of the Application or any information contained therein; (v) reverse engineering or accessing the Application in order to build a competitive product or service; or (vi) using the Application other than for its intended purposes. If you do any of these things, we have the right to terminate your use of the Application.

### **Links**

You may create a link to the Application but, you may not use framing techniques to enclose any of our trademarks, logos or other proprietary information without our express written consent.

### **Required Legal Disclaimers**

THE APPLICATION AND ANY OTHER APPLICATION AND CONTENT INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE APPLICATION ARE PROVIDED TO YOU ON AN AS IS OR AS AVAILABLE BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND. WE DISCLAIM ANY AND ALL (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WARRANTIES AND REPRESENTATIONS WITH RESPECT TO THE APPLICATION AND CONTENT INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE APPLICATION WHETHER ALLEGED TO ARISE BY OPERATION OF LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING OR OTHERWISE.

IN NO EVENT WILL THE “READY FOR KINDERGARTEN ONLINE CONSORTIUM PARTNERS” (LISTED HERE AT [HTTP://ABOUT.KREADY.ORG](http://about.kready.org)) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THE APPLICATION OR ANY OTHER APPLICATION AND/OR

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You agree to defend, indemnify and hold us harmless from and against any and all costs, damages, liabilities, and expenses (including attorneys' fees, costs, penalties, interest and disbursements) we incur in relation to, arising from, or for the purpose of avoiding, any claim or demand from a third party relating to your use of the Application or the use of the Application by any person using your account, including any claim that your use of the Application violates any applicable law or regulation, or the rights of any third party, and/or your violation of these Terms.

### **Changes to these Terms**

We reserve the right to modify these Terms at any time. For example, we may need to change these Terms if we add new content, features or for some other reason.

If and when we make changes to these Terms, the changes are effective seven (7) days after we post such revised Terms (indicated by revising the "Last Updated: date) or upon your acceptance if we provide a means for your immediate acceptance of the Revised Terms (such as a click-through confirmation or acceptance button). It is your responsibility to periodically check this website for changes to these Terms. If you continue to use the Application after the revised Terms go into effect, then you have accepted the changes to these Terms.

### **Privacy Policy**

For information about how we collect and use information, please see our privacy policy available at Privacy Policy (<http://about.kready.org> and select Privacy).

### **Termination**

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If you breach any of these Terms, we have the right to suspend or disable your access to or use of the Application.

### **Entire Agreement**

These Terms constitute the entire agreement between you and “READY FOR KINDERGARTEN ONLINE CONSORTIUM PARTNERS” regarding the use of the Application, superseding any prior agreements between you and “READY FOR KINDERGARTEN ONLINE CONSORTIUM PARTNERS” relating to your use of the Application.

### **Feedback**

Please let us know what you think of the Application and these Terms. When you provide us with any feedback, comments or suggestions about the Application, you irrevocably assign to us all of your right, title and interest in and to your feedback, comments and suggestions.

### **Questions & Contact Information**

Questions or comments about the Application may be directed to us by sending email to [cte@jhu.edu](mailto:cte@jhu.edu).