

Terms of Service

Terms and Conditions (“Terms of Use”)

These terms and conditions (“Terms of Use”) govern the access and use of the Thinking Nation website and other websites that share the same domain (the “Site”). You agree to be bound by the Terms of Use, which is an agreement between Thinking Nation and you. You further acknowledge that you reviewed the Privacy Policy and consent to the processing of your data.

BY YOUR USE OF THE SITE, YOU AGREE TO ABIDE BY THE TERMS OF USE INCLUDING THE REPORTS AT THE END OF THIS AGREEMENT AND ANY SUPPLEMENTAL TERMS OR PRODUCT PAGES RELATED TO A PURCHASE, ALL OF WHICH ARE INCORPORATED INTO THESE TERMS BY REFERENCE. IF YOU DO NOT AGREE, YOU MUST NOT ACCESS OR USE THIS SITE.

Changes to the Terms of Use

Thinking Nation reserves the right to change or modify the Terms of Use or add terms at its sole discretion at any time. If you do not agree to the modified terms of the Terms of Use, you should discontinue use. Your continued access and use constitutes binding acceptance of the modified Terms of Use.

Children Under the Age of 13

No one under the age of 13 may provide any information to or post any information on the Site. We do not knowingly collect personal information from children under 13. If you are under 13, do not (i) use or provide any information on the Site or on or through any of its features, (ii) create an account on the Site, (iii) make any purchases through the Site, (iv) use any of the interactive or public comment features of the Site, or (v) provide any information about yourself to us.

Parental Consent for Ages 13–17

Users under the age of 18 are not permitted to access or use the Site or services without the express consent of a parent or legal guardian. By allowing a minor to access or use the Site, the parent or legal guardian acknowledges and agrees to be bound by these Terms of Service on behalf of the minor, assumes full legal responsibility for the minor's compliance with these Terms, including any use of the Site, content, or services, consents to the collection, use, and disclosure of any information provided by the minor as outlined in the Privacy Policy, and agrees that any violation of these Terms by the minor will be considered a violation by the parent or legal guardian, who may be held accountable for any resulting damages or liabilities.

Privacy and Data Handling

You acknowledge that you reviewed the Privacy Policy and consent to the processing of your data. Thinking Nation collects and uses personal data in accordance with its Privacy Policy. This includes sharing data with trusted partners for program improvement and performance tracking, only with appropriate consent.

Data Security

Thinking Nation implements robust security measures to protect personal information from unauthorized access, disclosure, alteration, or destruction. These measures include encryption, access controls, and regular security assessments. In the event of a data breach that compromises personal information, Thinking Nation will notify affected users without unreasonable delay, in accordance with the California Consumer Privacy Act (CCPA) and other applicable state privacy laws.

Notifications will include:

- A description of the breach and the types of data affected.
- Recommendations for protecting against potential fraud.
- Contact information for further assistance.
- Any corrective measures Thinking Nation has taken.

If the breach affects 500 or more California residents, Thinking Nation will also notify the California Attorney General as required by law.

Data Retention and Deletion

Thinking Nation retains personal information for as long as necessary to fulfill the purposes for which it was collected or as required by law. In addition, we may use screen monitoring tools, such as Clarity, solely to analyze user interactions with and improve platform functionality. Data collected through such tools is used solely for analytical and performance enhancement purposes and is retained in accordance with our data retention policies. Parents and eligible students have the right to request deletion of personal

information, including data collected through screen monitoring tools, by contacting us through the provided contact details.

Third-Party Sharing

Thinking Nation may share personal data with trusted third-party partners to enhance program services. These third parties are required to comply with privacy laws and protect the data appropriately.

Use of Data for Advertising and Marketing

Thinking Nation may use personal information, including email addresses, for marketing communications about our programs and services, but only with explicit consent from the students or their parents/guardians. You have the right to opt-out of marketing communications at any time by following the unsubscribe instructions provided in the email or contacting us directly.

Sharing Test Results with Teachers

Thinking Nation does not automatically share test results with teachers or school officials. Students have full control over whether they choose to share their scores. If students opt to share their results, they may do so manually by downloading or providing access to their teachers.

Exam Results and Performance Disclaimer

All exam results provided by Thinking Nation are final and non-negotiable. The grading and feedback are generated through a combination of standardized rubrics and proprietary AI technology, designed to ensure consistency and fairness.

Thinking Nation does not guarantee that scores achieved on our exams will directly correlate to performance on the official AP examinations or other standardized tests. Our resources are intended to provide practice and support educational development, but individual outcomes may vary.

Help Desk and Customer Support

If you require assistance or have any inquiries about our programs or services, you may contact our Help Desk. When you submit a help desk ticket, we may collect information necessary to resolve your issue, such as your name, email address, and details of your request. This information is used solely for the purpose of providing support and improving our services.

Exam Expiration

All exams will expire by May 30th of the testing year, after which access to the testing platform will be denied.

Refund Policy

Refunds are issued only under two specific circumstances: Platform Functionality Failure and Lack of Access.

If the platform does not function as advertised and the issue is not resolved within 5 business days of submitting a support ticket, you are eligible for a refund upon request. The issue must be reported to our support team, and the resolution timeline begins once the support ticket is acknowledged.

You may request a refund if you cannot access your account for more than 5 business days after reporting the issue. The issue must be promptly reported to our support team, and eligibility will be assessed based on the duration of the access issue and the actions taken to resolve it.

Refund requests must be submitted by May 30th of the testing year. Requests received after this date will not be considered. To ensure processing, your refund request must include the following:

- Your full name.
- Account information (e.g., username or email associated with the account).
- A detailed explanation of the issue.
- The support ticket number, if applicable.

Refund requests can be submitted through our help desk. Refunds are processed within 10 business days after approval.

By using our platform, you agree to this Refund Policy. If you have any questions, please contact our support team for clarification.

Intellectual Property

All content and functionality on the Site, including text, graphics, logos, icons, images, diagrams, animations, audio, and videos and the selection and arrangement thereof, in addition to any concepts, know-how, tools, frameworks, software, applications or other technology, programs, algorithms, models, processes, and industry perspectives underlying or embedded in the foregoing, along with any enhancements to or derivative works (collectively, the “Content”) are owned by Thinking Nation, its direct or indirect subsidiaries, affiliates, licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

Subject to your compliance with these terms, Thinking Nation grants you a personal, non-exclusive, non-transferable, revocable license to access and use the Site and, if applicable, any programs or services you purchase solely for your own personal, non-commercial use. Sharing, selling, or attempting to transfer your license is prohibited. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, re-publish, download, store, or transmit any of the material on the Site, Content, or in any programs or services, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.
- If we provide social media features with certain content, you may take such actions as are enabled by such features.

You must not:

- Modify copies of any materials from the Site, Content, or any programs or services.
- Resell, share, distribute, download, record, screenshot, copy, lease, transfer, or commercially use the Site, Content, or any programs or services.
- Create or attempt to create a substitute or similar service or product through the use of or access to the Site, Content, or any proprietary information.
- Delete, deface, or alter any copyright, trademark, or other proprietary rights notices from copies of materials from the Site, Content, or any programs or services.
- Decompile, scrape, disassemble, reverse-engineer, or otherwise attempt to steal the software code of the Site, Content, or any programs or services.

Any use of the Site, Content, or any programs or services not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

Trademarks

The Site, Content, and the programs or services feature logos, company names, product names, service names, designs, slogans, and other trademarks and service marks (collectively, the “Marks”) that are registered and unregistered Marks of Thinking Nation, its direct or indirect subsidiaries, licensors, or third-party providers. All of these Marks are the property of their respective owners. Nothing contained in the Site, Content, or in any of the programs or services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Mark without written permission of Thinking Nation or any such third party that may own a Mark displayed on the Site, Content, or any programs or services. Thinking Nation reserves all rights not expressly granted in and to the Site, Content, or any programs or services.

Third-Party Links and Frames

Thinking Nation prohibits (i) the framing of any materials available through this site, and (ii) “deep linking” to pages of the Site other than the main page. Thinking Nation reserves the right to disable any unauthorized frames and specifically disclaims any responsibility for the contents of any other websites linked to this site.

Third Party Sellers

Thinking Nation may provide links to websites operated by third parties. Thinking Nation makes no representations about any third-party websites that you may access through this Site (“Third Party Sellers”). Thinking Nation is not liable or responsible for products and services purchased from Third Party Sellers (“Third Party Products”) or for the acts or omissions of Third Party Sellers. Third Party Sellers are solely responsible for information on the Site about their Third Party Products. Thinking Nation does not endorse or sponsor Third Party Sellers or Third Party Products. If you visit a Third Party Seller’s website or purchase or use Third Party Products you do so at your own risk.

Links to Third-Party Sites

The content on this Site may include links to third-party websites and third-party websites may link to the Site (“Linked Sites”). If you use these links, you will leave the Site. Thinking Nation provides these links to you as a convenience to deliver services and content.

Thinking Nation does not make any representations or take responsibility for such third-party sites, including, without limitation, the accuracy or quality of their content, services, data collected, advertising, and activities conducted on or through such

third-party sites. If you decide to access any of the third-party websites linked to from the Site, you must follow the privacy policies and terms and conditions for those third-party websites. YOU AGREE THAT THINKING NATION WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY GOODS, SERVICES, INFORMATION, RESOURCES AND/OR CONTENT AVAILABLE ON OR THROUGH ANY THIRD-PARTY SITES AND/OR THIRD-PARTY DEALINGS OR COMMUNICATIONS, OR FOR ANY HARM RELATED THERETO, OR FOR ANY DAMAGES OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR USE OR RELIANCE ON THE CONTENT OR BUSINESS PRACTICES OF ANY THIRD PARTY.

User Content

If you submit comments, photos, and other content to us (“User Content”) through the Site, social media communities, survey responses, email, or otherwise, you grant us an irrevocable, royalty-free, perpetual, transferable, license to use, modify, create derivative works from, publish, display, and sublicense User Content, in whole or in part, in any format and on any platform either now known or hereinafter invented, and to associate User Content with your name and/or likeness. You are solely responsible for your User Content. You represent that you have the right to submit User Content to us and the right to grant us the license described above. You warrant that User Content, and our use thereof, does not and will not infringe any patent, trademark, trade secret, copyright, or other intellectual or proprietary or privacy right of any party or individual.

Copyright

Thinking Nation is committed to complying with copyright and related laws and requires all users of the Site to comply with these laws. Accordingly, you may not store any material or content or use or disseminate any material or content through the Site in any manner that constitutes an infringement of third-party intellectual property rights, including rights granted by copyright law. Pursuant to 17 USC. § 512 as amended by Title II of the Digital Millennium Copyright Act (the “DMCA”), we have instituted procedures to receive written notification of claimed infringements and to process such claims in accordance with the DMCA.

The Notice of Infringement contains requested information that substantially complies with the safe harbor provisions of the Digital Millennium Copyright Act, 17 USC. § 512(c)(3)(A), providing that to be effective under this subsection, a notification of claimed infringement must be a written communication provided to the designated agent of a service provider that includes substantially the following:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works at the Site.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material.
- Information reasonably sufficient to permit the service provider to contact the complaining party such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted.
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.

- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Notification from a copyright owner or from a person authorized to act on behalf of the copyright owner that fails to comply substantially with the provisions above shall not be considered as providing actual knowledge or an awareness of facts or circumstances from which infringing activity is apparent.

Our Copyright Agent can be reached as follows:

By mail:

Attn: Copyright Agent

12055 Shadow Ridge Way, Northridge Ca 91326

By phone: (818) 497-4579

By email: spenser.mix@thinkingnation.org

Passwords

If you decide to set up a Thinking Nation account, you will be issued a unique sign-in link, which you can request at any time using your registered email. You are solely responsible for maintaining the confidentiality of this link and for any and all activity that occurs under your account. If you purchase a subscription, it is non-transferable and may only be used by you. You agree not to share your sign-in link with any third party. Sharing access is a violation of this Agreement and will result in immediate suspension of your access to the product or services without a refund. Thinking Nation reserves the right to terminate your account at its sole discretion without prior notice.

Disclaimer of Warranty

THE SITE, ITS CONTENTS, AND THE SERVICES AVAILABLE ON THE SITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. THINKING NATION EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WITH RESPECT TO THE SITE, ITS FUNCTIONALITY, AND THE PROGRAMS AND SERVICES OFFERED ON THE SITE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, ACCURACY, AND FREEDOM FROM COMPUTER VIRUSES OR OTHER HARMFUL COMPONENTS. Some states do not allow the disclaimer or limitation of warranties, so the disclaimers set forth above may not apply to you.

Limitation of Liability

IN NO EVENT SHALL THINKING NATION, ITS PARTNERS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUPPLIERS, OR CONTENT OR SERVICE PROVIDERS BE LIABLE FOR DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, COMPENSATORY, SPECIAL, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES EVEN IF MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION UNDER CONTRACT, NEGLIGENCE, OR OTHER THEORY, ARISING OUT OF OR IN CONNECTION WITH THE USE, INABILITY TO USE, OR PERFORMANCE OF THE SITE AND/OR ANY CONTENT, MATERIALS, OR SERVICES AVAILABLE AT THE SITE. Some states do not allow the disclaimer or limitation of damages, so the disclaimers set forth above may not apply to you.

Sanctions and Export Compliance

Thinking Nation complies with U.S., UK, EU, and other economic and/or trade sanctions and export laws and regulations. Thinking Nation products and services are not intended for distribution or use in any jurisdiction or country where such distribution or use would be

contrary to law or regulation or which would subject Thinking Nation to any registration requirement within such jurisdiction or country. Thus, no Thinking Nation software or services may be used, downloaded by, exported, or re-exported in violation of sanctions laws to: (a) a person located, organized, or ordinarily resident in any country that is the subject of comprehensive sanctions imposed by the U.S., UK, EU, or UN; (b) any person listed on any U.S., UK, EU, or other relevant sanctions- or export controls-related list of prohibited or restricted parties, including but not limited to the U.S. Treasury Department's list of Specially Designated Nationals and Blocked Nationals, the U.S. Commerce Department's Denied Persons List or Entity List, the UK sanctions list, or the EU consolidated list of persons, groups, and entities subject to EU financial sanctions; (c) any entity 50% or more owned, directly or indirectly, or controlled by any such person(s) described in (a) or (b); or (d) to any person otherwise blocked by or the subject of sanctions imposed by the U.S., UK, EU, or other relevant government or governing body. Access to this Site, software, free products or course trials, applications for admission, purchases, services, paid products, and payment or funding plans may be subject to additional review to ensure ongoing compliance with legal requirements. Current students or customers traveling or relocating outside of the U.S. may be unable to access the learning management system, services, and courses from countries or regions subject to economic and/or trade sanctions by the Office of Foreign Assets Control (OFAC) or other authorities.

Arbitration and Class/Collective Action Waiver

Any and all disputes arising from or related to this Agreement, including whether the dispute is arbitrable and the scope of this arbitration agreement, shall be finally resolved by arbitration administered by a single arbitrator under the then-applicable rules of the American Arbitration Association (as modified herein) in accordance with the Federal Arbitration Act. The arbitration shall be governed by and construed by federal law to the

fullest extent possible. Unless otherwise agreed by the parties, the arbitration shall take place in the state of California.

To the maximum extent permitted by law, should you wish to initiate a legal action against Thinking Nation in arbitration, you waive any right or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective, or multi-party action or proceeding based on such a claim in which Thinking Nation or a related entity is a party. The same applies to Thinking Nation's legal actions against you. Thus, you and Thinking Nation agree that each may bring claims in arbitration against the other only in your or its individual capacity and not as a plaintiff or class member in any purported class. Further, unless both you and Thinking Nation agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over a representative or class proceeding.

Tax

Purchases may be subject to taxes. Tax rates are different from state to state. You are responsible for paying all such taxes.

Force Majeure

Thinking Nation shall not be held liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to:

- Natural disasters (e.g., earthquakes, hurricanes, wildfires, floods)
- Acts of terrorism, war, or civil unrest
- Power outages or telecommunications failures
- Cyberattacks or system-wide service interruptions
- Legal or regulatory restrictions (e.g., government-mandated shutdowns)
- Labor strikes or shortages affecting operations

In the event of such an occurrence, Thinking Nation will make reasonable efforts to restore services but shall not be required to provide refunds or compensation for disruptions caused by force majeure events.

Miscellaneous

These Terms supersede all prior oral or written agreements and constitute the entire agreement between the parties. Terms cannot be changed or modified orally. If any provision of Terms is found to be unenforceable for any reason, such provision shall be construed by limiting it to make it enforceable to the maximum extent permitted by law, and the remainder of Terms shall continue in full force and effect.

Contact

All comments, queries, and requests relating to these Terms and Conditions are welcomed and should be addressed as follows:

By mail:

Thinking Nation

12055 Shadow Ridge Way

Northridge, CA 91326

By email:

spenser.mix@thinkingnation.org

Certification and Release

You certify that neither you nor any person contributing to payment for Thinking Nation programs or services on your behalf are on any list of restricted persons with whom it is unlawful for a United States company to do business, or located in a jurisdiction where your use would violate law or regulation;

You certify that neither you nor any person contributing to payment for Thinking Nation programs or services on your behalf are an employee, contractor, or current or former official of the Government of Venezuela including all political subdivisions, agencies, or instrumentalities thereof;

You certify that you are not enrolling in the program or service in order to, nor will engage in any activity while enrolled in the program or service that will, cause Thinking Nation to violate any sanctions or export controls law, rules, and regulations;

You acknowledge that access to the program or service may cease when traveling or relocating outside the U.S. into countries or regions subject to economic and/or trade sanctions by the U.S. Treasury Department or other authorities;

YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS OF USE IN THEIR ENTIRETY INCLUDING ANY AND ALL RELATED LINKS. BY CONTINUING TO ACCESS THE SITE, YOU AFFIRM TO THE TERMS OF USE AGREEMENT TO BE BOUND BY ITS TERMS.

(WEBSITE PARENT LANGUAGE)

Terms and Conditions for Parents

Welcome to Thinking Nation

We know that supporting your child's education is a top priority. At Thinking Nation, we aim to provide high-quality resources to help students succeed in their studies. These Terms and Conditions ("Terms") explain how you, as a parent or guardian, can access and use our website and services for your child.

By accessing our website and services, you agree to follow these Terms. If you have any questions, feel free to contact us for further clarification.

Your Consent as a Parent

When your child uses Thinking Nation's services, it's important to know that you, as the parent or guardian, agree to these Terms on their behalf. By allowing your child to use our website and resources, you are giving permission for us to process the information they provide as explained in our Privacy Policy.

Changes to Our Terms

Sometimes, we may update our Terms to improve our services. If that happens, we will notify you, and by continuing to use the website, you agree to the new Terms. If you disagree with any changes, you may stop using the website or contact us for further assistance.

Children Under 13

If your child is under the age of 13, they cannot provide personal information or use our site. Please ensure that they are not sharing personal data on their own. If we discover that personal information from children under 13 has been provided, we will delete it promptly.

Parental Consent for Children Aged 13–17

If your child is between the ages of 13 and 17, they need your consent to use our website. By

allowing your teen to use our services, you agree to be bound by these Terms and assume responsibility for their activity on the site. You also agree to our Privacy Policy regarding the collection and sharing of their information for educational purposes.

Privacy and Data Security

We understand that privacy is important to families. Our Privacy Policy explains how we handle and protect your child's personal information. Rest assured, we take strong measures like encryption and secure access to ensure your child's data is safe.

How We Use Your Child's Information

We may share your child's academic performance with their teachers and school officials to provide better educational support. If you have any concerns about how your child's information is used, you have the right to request more details or ask us to delete their data by contacting our support team.

Your Role in Supporting Your Child's Learning

By using our services, your child will have access to test results and performance data that can be shared with their teachers to help track progress. You will also have access to helpful resources to stay involved in their learning journey.

Intellectual Property

All the educational materials, content, and tools on our site are protected by copyright and

other intellectual property laws. This means you and your child can use them for personal, educational purposes, but cannot distribute, modify, or sell them. Need Help? Contact Us We're here to support you. If you have any questions about how our services work or how to support your child's learning, feel free to reach out to our Help Desk. We will gladly assist you with any concerns or technical issues.