

SmartWithIt, Inc.

All the Maths Algebra 1 Mini-Pilot

Terms of Use

Last Updated: Oct. 30, 2025

Agreement to Terms

Welcome to SmartWithIt ("we," "our," or "us"). By accessing or using our web application at <https://app.smartwithit.com> (the "Application") and the content on the Application, including the *All the Maths*: Algebra 1 materials (collectively, the "Content"), you agree to be bound by these Terms of Use ("Terms"). If you do not agree to these Terms, please do not use the Application.

These Terms apply to your use of our Application during the mini-pilot program, including reviewing lessons, presenting slides, downloading files, and sharing materials with your students. Separate terms and conditions apply to full subscription services and to the use of our informational website.

Use of the Application

Permitted Use

You may use the Application to:

- Evaluate and trial the *All the Maths*: Algebra 1 program with your own students.
- Review the Content for potential adoption decisions.
- Use the Content during your trial period for classroom instruction purposes.
- Make reasonable copies of printable PDF files provided through the Application for use with your own students only.

Prohibited Use

You agree not to:

- Use the Application for any unlawful purpose or in violation of these Terms.
- Distribute, share, sell, or otherwise transfer the Content to anyone other than your own students.
- Use the Application or Content for commercial purposes or resale.

- Create derivative works based on the Content without our express written permission.
- Attempt to reverse engineer, decompile, disassemble, or extract source code or underlying algorithms from the Application or Content.
- Remove or alter any copyright, trademark, or other proprietary notices from the Content.
- Use any automated means (including bots, scrapers, or spiders) to access the Application without our express written permission.
- Share your account credentials or access codes with unauthorized users.
- Use the Application in any way that could damage, disable, overburden, or impair our systems or interfere with any other user's access.
- Attempt to gain unauthorized access to any portion of the Application or any systems or networks connected to the Application.
- Interfere with or disrupt the Application or servers or networks connected to the Application.
- Upload or transmit viruses, malware, or other malicious code through the Application.

Intellectual Property Rights

Our Content

All Content on the Application, including but not limited to text, graphics, images, videos, interactive elements, software, and other materials, is owned by or licensed to SmartWithIt, Inc. and is protected by United States and international copyright, trademark, and other intellectual property laws.

Limited License

We grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Application and its Content solely for the permitted uses described above during your trial period. This license does not include any right to:

- Modify, reproduce, or distribute the Content beyond use with your own students.
- Use the Application or Content for commercial purposes.
- Sublicense or transfer your access rights to others.
- Use our logos, product names, service names, or trademarks without permission.

Reservation of Rights

All rights not expressly granted to you in these Terms are reserved by SmartWithIt, Inc.

Trial Materials

The Content provided through this mini-pilot is for trial and evaluation purposes. You may encounter areas for improvement as we continue to refine and develop the program. We welcome your feedback.

Compliance with Laws and Student Privacy

- You agree to comply with all applicable laws and regulations in your use of the Application.
- **You are solely responsible for obtaining all necessary parental or guardian consents and permissions required by law before sharing class access codes with students and before students create accounts or use the Application.**
- When you share a class access code with students, students will be able to create accounts on the Application. Account creation requires students to provide an email address and password, and optionally a phone number if they consent to receiving educational text messages.
- **You represent and warrant that you have obtained all required permissions and consents before students create accounts, including any required consents under COPPA for students under 13.**
- You will comply with all applicable student privacy laws, including but not limited to the Family Educational Rights and Privacy Act (FERPA), Children's Online Privacy Protection Act (COPPA), and any applicable state student privacy laws.
- You represent and warrant that you have the legal authority to facilitate student use of the Application in accordance with your school or district policies.
- For information about how we collect, use, and protect student information, please review our Privacy Policy.

Privacy

Your use of the Application is also governed by our Privacy Policy, which is incorporated into these Terms by reference. Please review our Privacy Policy to understand how we collect, use, and protect your information.

Trial Program & Disclaimer

The Application and Content are provided for trial and evaluation purposes. While we design materials for highest quality and effectiveness, we cannot guarantee specific educational outcomes or results for individual students or classrooms.

For the purpose of this trial, we make no warranties that the Application will be uninterrupted or error-free. To the extent permitted by law, our liability for any issues is limited to \$100. If you encounter problems or have concerns, please contact us at info@smartwithit.com—we're here to help.

Indemnification

You agree to indemnify, defend, and hold harmless SmartWithIt, Inc. and its officers, directors, employees, agents, and affiliates from and against any claims, liabilities, damages, losses, costs, or expenses (including reasonable attorneys' fees) arising out of or relating to:

- Your use of the Application.
- Your violation of these Terms.
- Your violation of any rights of another person or entity.
- Your violation of any applicable laws or regulations, including student privacy laws.
- Your failure to obtain required parental consents or permissions.

Termination

We reserve the right to:

- Refuse access to the Application to anyone for any reason at any time.
- Terminate or suspend your access to the Application without notice for any violation of these Terms.
- Modify or discontinue the mini-pilot program at any time.

Upon termination of your access for any reason:

- Your license to use the Application and Content immediately terminates.
- You must cease all use of the Application and Content.
- You should delete any downloaded copies of the Content in your possession.

The provisions of these Terms that by their nature should survive termination shall survive, including but not limited to intellectual property provisions, warranty disclaimers, indemnification, and limitations of liability.

General Provisions

Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to its conflict of law provisions.

Entire Agreement

These Terms, together with our Privacy Policy, constitute the entire agreement between you and SmartWithIt, Inc. regarding your use of the Application and supersede any prior agreements or understandings.

Severability

If any provision of these Terms is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

Waiver

Our failure to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. Any waiver must be in writing and signed by us.

Geographic Restrictions

We operate the Application from the United States. If you access the Application from outside the United States, you are responsible for compliance with local laws and regulations.

Contact Us

If you have questions about these Terms of Use, please contact us:

Email: info@smartwithit.com

Mail: SmartWithIt, Inc.
3717 Boston St. Unit 357
Baltimore, MD 21224

Acknowledgment

By clicking "I Agree" or by accessing and using the Application, you acknowledge that you have read, understood, and agree to be bound by these Terms of Use.