

# MathKEYmatics Terms of Service

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Effective Date: September 2025

## 1. Acceptance of Terms

Thank you for your interest in using MathKEYmatics operated by National Training Network, LLC. (also known as "NTN"). These Terms of Service govern your use of online resources through the website and software provided, which are offered through <https://www.mathkeymatics.com/> online service which links to these Terms of Service.

By accessing or using the Service, you signify that you have read, understood and agree to be bound by these Terms of Service (the "Agreement"), and to the collection, processing, and sharing of your information as set forth in our [Privacy Policy](#), whether or not you are a registered user of our Service. NTN reserves the right to modify this Agreement so long as it provides notice of these changes to you as described below. This Agreement applies to all visitors, users, and others who access or otherwise use the Service ("you" or "Users"). If you open a MathKEYmatics account on behalf of a School, company, organization, or other entity, then "you" includes you and that entity.

By accessing or using the Service, you confirm that you have read, understood, and agree to be bound by these Terms. If you are entering into these Terms on behalf of a school, district, or organization, you represent that you have authority to bind that entity, and "you" refers to both you individually and the entity.

NTN may modify these Terms from time to time. Significant changes will be communicated via the Service or email, and continued use constitutes acceptance of updated Terms.

## 2. Licensing and Payment

- **License Scope:** MathKEYmatics is sold in a licensed structure. A license permits access for authorized students, teachers, and administrators.
- **Pricing:** Licenses are \$15 per student, with a minimum class set purchase. Teacher and administrator licenses are included at no additional cost.
- **Billing & Payment:** Unless otherwise agreed in writing, payment is due upon invoice.
- **Refunds & Cancellations:** Licenses are non-refundable once activated, except as required by law.
- **Term:** Licenses are granted on an annual basis unless otherwise specified, with a start date marked by receipt of purchase and onboarding information, and an expiration date of July 1 marking the end of the subsequent school year.

### 3. User Accounts & Responsibilities

- Schools and districts will receive usernames and passwords for staff and students.
- Users are responsible for maintaining the confidentiality of account credentials and all activities under their accounts.
- You agree that all registration information will be accurate, current, and complete.
- You must promptly notify NTN of any unauthorized use of your account.

### 4. Acceptable Use

You agree not to:

- Share, resell, sublicense, or transfer licenses or materials.
- Copy, download, or distribute instructional or assessment content outside the scope of authorized educational use.
- Use the Service for non-educational, commercial, or unlawful purposes.
- Interfere with system operations, including introducing malware, circumventing security, or disrupting access.
- Post or upload student work products or other materials in violation of FERPA or applicable laws.

NTN reserves the right to suspend or terminate accounts engaged in prohibited conduct.

### 5. Intellectual Property

All instructional content, assessments, graphics, design, and related materials provided through the Service are the intellectual property of NTN and its licensors. Except as expressly permitted, you may not copy, modify, distribute, display, create derivative works, or otherwise exploit the Service content.

### 6. Student Data Privacy

We take student privacy seriously and comply with all applicable laws:

- FERPA: NTN is considered a “school official” with a legitimate educational interest. Schools retain ownership and control of student data.
- COPPA: For children under 13, schools provide consent on behalf of parents for educational use. MathKEYmatics also provides partners with optional features to manage COPPA compliance.
- SOPIPA/SOPPA & State Laws: NTN complies with applicable state-specific student data privacy laws.
- Purpose Limitation: Student data is collected and used only to provide educational services.

- No Advertising: Student data will never be used for targeted advertising or marketing.
- Data Security: NTN maintains administrative, technical, and physical safeguards to protect data.
- Data Retention & Destruction: Upon contract termination, student data will be returned or securely deleted upon request.

## 7. Service Availability & Limitations

We strive to provide continuous, reliable service but do not guarantee uninterrupted or error-free access. NTN is not liable for:

- Service interruptions, delays, or data loss.
- Third-party links or external content.
- Damages arising from unauthorized access, breaches, or user negligence.

## 8. Termination

- By NTN: We may suspend or terminate access if these Terms are violated, or for security, legal, or operational reasons.
- By You: Schools and districts may discontinue use at any time; however, license fees are non-refundable once activated.
- Data Requests: Schools may request deletion or export of student data at termination.

## 9. Dispute Resolution

These Terms are governed by the laws of the State of North Carolina, without regard to conflict-of-law principles. Any disputes shall be resolved through binding arbitration in NTN's current jurisdiction, except where prohibited by law.

## 10. Contact Information

For questions about these Terms or MathKEYmatics, contact:  
National Training Network, LLC

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Summerfield, NC 27358

855.686.6284

[info@ntnmath.com](mailto:info@ntnmath.com)