

# Privacy Policy

---

*Last Updated: 02/12/2025*

ABCgato strives to create a safe and playful environment for all children. We adhere to a strict policy of respecting and protecting the privacy of our users. This privacy policy applies to ABCgato branded websites, mobile applications, and software whether accessed via computer, mobile device, or otherwise.

**ABCgato does not ask children for personal information or track children's progress.** ABCgato website and app directed toward children operate in accordance with COPPA and FERPA. ABCgato does not display any advertising to children.

## Personal Information Collection and Use

### **MEMBERS, SUBSCRIBERS, AND OTHER CUSTOMERS**

We ask adult users to provide information about themselves when: signing in to the member or subscriber portion of ABCgato; purchasing in our store; or engaging with customer service. We do not ask for personal information from children.

- **Basic Account Information:** When you become an ABCgato member or subscriber, you must provide an email address and a password. We may again ask for this information when you sign in or when you make changes to your account. IP addresses and transactional use may be retained to respond to customer service requests.
- **Payment Information:** When you make a purchase of ABCgato product or service, whether it is for an online membership or a physical product, we require billing and shipping information. This information is handled with the utmost care. We engage a secure and nationally recognized payment processor using strong industry standard encryption for credit card transactions. Starfall does not store credit card numbers, nor do we have access to credit card numbers through our payment processor. In order to provide customer service, we retain the details of a purchase, such as the payment date, the billing address, and the shipping address. Information regarding subscription payments to an app store are between you and the app store.

- **Use of Information:** We use the information we collect to operate, maintain, and enhance the services we provide, as well as to communicate with you about your account or send you emails about services or activities that may be of interest to you.
- **Third Parties:** We do not rent or sell your personal information to third parties.

## Technical Information Collection and Use

- **Cookies:** Like many websites, we rely on cookies (a small text file sent to your browser). ABCgato uses only necessary and functional cookies, for example to retain your preferences and remember the state of an activity (such as an online shopping cart) or a service (such as a membership sign in). Statistical cookies are sparingly used for content intended for parents and educators. ABCgato does not use marketing (targeting) cookies, including third party cookies.
- **Other Non-Personal Information:** We automatically receive and record non-personal information on our server logs from a user's browser. We may collect technical information about the browser, operating system, or mobile device being used, as well as information about patterns of usage and technical performance.
- **Use of Technical Information:** We use the technical information collected to deliver content and support a user's experience of our services. For example, when a user returns to the services after signing in, cookies help us recognize that user.

## Updating Information and Disclosure of Information

Please contact us at [support@elabcgatotutoring.com](mailto:support@elabcgatotutoring.com) to update or delete your personal information. We may not be able to delete information in all instances, such as information retained in technical support logs and other business records.

ABCgato may disclose information we have retained if we believe it necessary to comply with a legal process, law enforcement investigation, or government request. We may also divulge collected information in response to fraud or technical security issues or in matters of public safety. Any such disclosure or response will be tailored to comply with applicable law.

## International Visitors and Use Outside the U.S.

Our services are operated and managed on servers located within the United States. If you are using our services outside the United States, you consent to having your information and data transferred to the United States for the purpose of performing the services according to our Terms of Service. If you are in any jurisdiction with laws or regulations governing internet use, including collection, use, and disclosure of personal data, different from those of the United States, you may only use our services in a manner that is lawful in your jurisdiction. Please do not use our services if use of our services is unlawful in your jurisdiction.

This paragraph outlines our compliance with the General Data and Protection Regulation (GDPR) of the European Union and other applicable data protection laws. ABCgato is the company that controls your data and is sometimes called the 'data controller' within the terms of the GDPR. We maintain records of all requests and our responses with respect to issues addressed in this Privacy Policy. Under the GDPR, we must maintain a data inventory and data flow mapping for compliance purposes. You have various rights under data protection laws and you have the right, without charge, upon verification of identity, to:

1. Request a copy of the personal information about you that we have;
2. Correct any inaccuracies in personal data about you that we have;
3. Withdraw your consent where we have requested your consent to process information;
4. Delete personal information within legally prescribed limitations; and
5. Lodge a complaint with the appropriate public authority if you have any concerns about how we process or retain your data.

If you have any questions or requests concerning these rights, please contact us at [support@elabcgatotutoring.com](mailto:support@elabcgatotutoring.com) and your inquiry will be responded to as soon as possible but within 30 days of our receipt of your request.

We have appointed an internal Data Protection Officer for you to contact if you have any questions regarding our privacy policy or if you wish to exercise your data protection rights. Your first point of contact should be with our customer service team that can be contacted at [support@elabcgatotutoring.com](mailto:support@elabcgatotutoring.com)

## COPPA and FERPA

We do not ask children for personal information or track children's progress. Children do not provide personal information to use and access our services. The ABCgato website and app directed toward children operate in accordance and are

consistent with the Children's Online Privacy Protection Act (COPPA) and the Family Educational Rights and Privacy Act (FERPA).

## Security

Our servers are located in a secured, locked, and monitored environment. Data access is controlled by several firewall layers. Since no system is absolutely fail proof, we cannot guarantee the absolute security of your information. However, we employ physical, technical and administrative security measures designed to safeguard user information that follow or exceed industry standards.

## Advertising and Social Media

ABCgato does not display any advertising to children on our websites or apps. We strongly believe that children should not be the targets of marketing efforts during their educational experience. Our website may contain links to social media services, but are kept separate from children's activities.

## Updates

We may make changes to this privacy policy from time to time and will notify you of changes by posting the revised privacy policy with an updated date of revision on our websites. Your continued use of our services following the effective date of such update constitutes your acceptance of the revised policy.

## Contact Information

Please contact ABCgato with any questions or comments.

By email: [support@elabcgatotutoring.com](mailto:support@elabcgatotutoring.com)

## Terms of Service

---

*Last Updated: February 17, 2025*

Welcome and thank you for your interest in ABCgato. These Terms of Service apply to any ABCgato branded website, mobile applications, content, and software, whether accessed via computer, mobile device, or otherwise. By joining ABCgato as a member, purchasing a subscription to, or using the Services, you agree to be bound by these Terms.

In these Terms, “you” refers to an adult user, who will be responsible for ensuring that any child or student authorized by you to use the Services does so in accordance with these Terms. Please read our [Privacy Policy](#), which is incorporated into and considered a part of these Terms.

## MEMBERSHIPS

If you have joined ABCgato as a member, there is a limitation of one membership per payment.

There is not refunds after the payment. Members need to cancel their membership before the next payment.

## SUBSCRIPTIONS AND THIRD PARTY PROVIDERS

You may download certain ABCgato applications to be used on mobile devices such as smartphones and tablets, or other devices (“Apps”). You may also use ABCgato content delivered by a third party provider. If you have downloaded or purchased a subscription from a third party app store (e.g. Apple, Amazon, GooglePlay) or use ABCgato content delivered by a third party provider, you acknowledge that your use of Apps or ABCgato content is subject to the third party’s respective terms of use. A third party may have a practice of auto-renewal of subscriptions, which is outside of ABCgato’s control. Additionally, these third parties may be third party beneficiaries of these Terms.

Use of the Apps may be subject to standard messaging, data, and other fees that may be charged by your network carrier.

## OWNERSHIP

The Services and associated websites, subdomains, contents, links, software, interfaces, mobile products, applications, graphics, images, video, code, sounds, music, games, videos, applications, all audio visual or other material appearing on the Services, the design and appearance of the Services, and the accompanying information and documentation (collectively, “the Content”), are owned by or licensed to ABCgato, subject to copyright, trademark and other intellectual property rights under United States and foreign laws and international conventions.

We reserve all rights to the Content. Notwithstanding the previous sentence, certain Content is made available for download or printing; you may print or download the page or the available material, as applicable, solely for your classroom, personal, non-commercial use subject to the Use License (described below).

## LICENSE TO USE

We grant you a limited, personal, non-exclusive, non-sublicensable, non-transferable, non-commercial, revocable license to access and make personal use of the Services (“Use License”). If you are an educator, the Use License includes permission to use the Services for educational purposes associated with classroom or school instruction. This Use License is subject to your full compliance with these Terms. The Use License does not allow you to: (i) modify the Services or the Content; or (ii) reproduce, distribute, duplicate, republish, copy, sell, resell, or otherwise exploit or make any commercial use of the Services or the Content; except with our express prior written consent.

## TERMINATION

You may stop using the Services at any time. If you have an account, you may contact ABCgato to delete it. We reserve the right to discontinue the Services, suspend or terminate your account, without notice, for any reason and without any obligation to you or any third party. Upon discontinuance of the Services for any reason, suspension or termination of your account, or upon notice from ABCgato, your Use License to the Services will terminate immediately.

## INTERNATIONAL USE

ABCgato operates their services in the United States. If you choose to access the services from locations outside the United States, **you consent to the collection, transmission, use, storage, and processing of content and data (including your personal information) in the United States.** You also agree to comply with and are solely responsible for ensuring compliance with all local laws, regulations, and rules in the jurisdiction in which you reside or access the Services, if and to the extent local laws are applicable to use of the Services. We do not represent that the

Services are appropriate or available for use in jurisdictions outside the United States. The right to access and use the Services is not granted in jurisdictions, if any, where it may be prohibited, or where your use would render ABCgato in violation of any applicable laws or regulations, including without limitation, applicable privacy laws.

## DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

THE SERVICES INCLUDING THE CONTENT ARE PROVIDED BY ABCgato ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SERVICES OR THE CONTENT. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICES AND CONTENT IS AT YOUR SOLE RISK.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE SERVICES OR THE CONTENT IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

IN NO EVENT SHALL ABCgato OR ANY OF OUR DIRECTORS, OFFICERS, OR EMPLOYEES, BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING FROM THE USE OF THE SERVICES OR CONTENT. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ABCgato'S TOTAL LIABILITY TO YOU IN CONNECTION WITH YOUR ACCESS TO AND USE OF THE SERVICES AND YOUR RIGHTS UNDER THESE TERMS EXCEED THE AMOUNT PAID BY YOU TO ABCgato DURING THE PREVIOUS 12 MONTHS FOR ALL POSSIBLE DAMAGES, LOSSES, AND CAUSES OF ACTION.

## MISCELLANEOUS

You agree to review these Terms periodically for new information and terms that govern your use of the Services. We reserve the right to make changes to the Services, our policies, and these Terms at any time; your continued use of the Services indicates your acceptance of any revised terms. If you do not agree to the revised terms, stop using the Services immediately. These Terms constitute the entire understanding between ABCgato and you with respect to its subject matter

and cannot be altered or amended except as outlined above. If any of the terms or conditions in these Terms shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition. We may assign our rights and obligations under these Terms, in whole or in part, to any party at any time without any notice. These Terms may not be assigned by you, and you may not delegate your duties under them. No waiver by ABCgato of any of these Terms will be of any force or effect unless made in writing and signed by a duly authorized officer of ABCgato.

## Contact Information

Please contact ABCgato with any questions or comments.

By email: [support@elabcgatotutoring.com](mailto:support@elabcgatotutoring.com)