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MIGS.SOLUTIONS Terms of Service

Last modified on January 21, 2022

Welcome to MIGS.SOLUTIONS. These terms and conditions (“Terms of Service” or “Agreement”) govern your access to and use of the tutoring services offered by MIGS.SOLUTIONS. (“MIGS.SOLUTIONS”) accessible via the website www.MIGS.SOLUTIONS and any and all information, text, graphics, photos, or other materials uploaded, downloaded, or appearing on the Services (as defined below).

BY ACCESSING AND USING THE SERVICES IN ANY MANNER, YOU ARE "ACCEPTING" AND AGREEING TO BE BOUND BY THESE TERMS OF SERVICE TO THE EXCLUSION OF ALL OTHER TERMS. IF YOU DO NOT UNCONDITIONALLY ACCEPT THESE TERMS IN THEIR ENTIRETY, YOU SHALL NOT (AND SHALL HAVE NO RIGHT TO) ACCESS OR USE THE SERVICES. IF THE TERMS OF THIS AGREEMENT ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS. THESE TERMS SHOULD BE READ IN CONJUNCTION WITH MIGS.SOLUTIONS' [PRIVACY POLICY](#).

Wherever used in these Terms of Service, “you”, “your”, “Customer”, or similar terms mean the person or legal entity accessing or using the Services. If you are accessing and using the Services on behalf of a company (such as your employer) or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms of Service.

MIGS.SOLUTIONS reserves the right, at any time, to update and change any or all of these Terms of Service, in its sole discretion, including but not limited to the fees and charges associated with the use of the Services. If MIGS.SOLUTIONS does so, it will post the modified Terms of Service on the Site, though MIGS.SOLUTIONS will notify you of any changes that, in our sole discretion, materially impact these Terms of Service. Continued use of the Services after any such changes have been made shall constitute your consent to such changes. You are responsible for regularly reviewing the most current version of the Terms of Service, which are currently available at: <https://www.MIGS.SOLUTIONS>. When MIGS.SOLUTIONS changes these Terms of Service, MIGS.SOLUTIONS will modify the "Last Modified" date above.

1. Definitions

“Authorization Form” means a document issued by MIGS.SOLUTIONS and executed or otherwise agreed upon by authorized representatives of the Parties which specifies, among other things, a description of the Services, the Fees (as defined below), the Term (as defined below), and any other details specifically related to the Services.

“Authorized Users” means individuals who are directly accessing the Services via an online sign-up process, or individual users authorized by you to use the Services and who you have supplied user identifications and passwords to.



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“Tutors” mean individuals who are authorized to provide tutoring services to students via MIGS.SOLUTIONS’ platform.

“Fair Use Policy” means the limits placed on usage as described in Section 3.8.

“Services” means any online tutoring or test prep courses provided by MIGS.SOLUTIONS.

CONSENT

By using any of the Services, or submitting or collecting any Personal Information via the Services, you consent to the collection, transfer, storage disclosure, and use of your Personal Information in the manner set out in this Privacy Policy. ***(As needed, a student’s lesson plan summary/report will be shared with class instructors and funding entity for the explicit use of providing helpful academic support.)*** If you do not consent to the use of your Personal Information in these ways, please stop using the Services.

2. Arbitration Agreement

By agreeing to the Terms, you agree that you are required to resolve any claim that you may have against MIGS.SOLUTIONS on an individual basis in arbitration, as set forth in this Arbitration Agreement. This will preclude you from bringing any class, collective, or representative action against MIGS.SOLUTIONS, and also preclude you from participating in or recovering relief under any current or future class, collective, consolidated, or representative action brought against MIGS.SOLUTIONS by someone else.

2.1 Agreement to Binding Arbitration Between You and MIGS.SOLUTIONS. You and MIGS.SOLUTIONS agree that any dispute, claim or controversy arising out of or relating to (a) these Terms or the existence, breach, termination, enforcement, interpretation or validity thereof, or (b) your access to or use of the Services at any time, whether before or after the date you agreed to the Terms, will be settled by binding arbitration between you and MIGS.SOLUTIONS, and not in a court of law.

You acknowledge and agree that you and MIGS.SOLUTIONS are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Unless both you and MIGS.SOLUTIONS otherwise agree in writing, any arbitration will be conducted only on an individual basis and not in a class, collective, consolidated, or representative proceeding. However, you and MIGS.SOLUTIONS each retain the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights.

2.2 Rules and Governing Law. The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the AAA’s Consumer Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this Arbitration Agreement. The AAA Rules are available at <https://www.adr.org/Rules> or by calling the AAA at 1-800-778-7879.



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The parties agree that the arbitrator (“Arbitrator”), and not any federal, state, or local court or agency, shall have exclusive authority to resolve any disputes relating to the interpretation, applicability, enforceability or formation of this Arbitration Agreement, including any claim that all or any part of this Arbitration Agreement is void or voidable. The Arbitrator shall also be responsible for determining all threshold arbitrability issues, including issues relating to whether the Terms are unconscionable or illusory and any defense to arbitration, including waiver, delay, laches, or estoppel.

Notwithstanding any choice of law or other provision in the Terms, the parties agree and acknowledge that this Arbitration Agreement evidences a transaction involving interstate commerce and that the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (“FAA”), will govern its interpretation and enforcement and proceedings pursuant thereto. It is the intent of the parties that the FAA and AAA Rules shall preempt all state laws to the fullest extent permitted by law. If the FAA and AAA Rules are found to not apply to any issue that arises under this Arbitration Agreement or the enforcement thereof, then that issue shall be resolved under the laws of the state of Alabama.

2.3 Process. A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a form Demand for Arbitration - Consumer Arbitration Rules at <https://www.adr.org/Rules> or by calling the AAA at 1-800-778-7879). The Arbitrator will be either (1) a retired judge or (2) an attorney specifically licensed to practice law in the state of Alabama and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an Arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the Arbitrator in accordance with the AAA Rules.

2.4 Location and Procedure. Unless you and MIGS.SOLUTIONS otherwise agree, the arbitration will be conducted in the county where you reside. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you and MIGS.SOLUTIONS submit to the Arbitrator, unless you request a hearing or the Arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the Arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

2.5 Arbitrator's Decision. The Arbitrator will render an award within the time frame specified in the AAA Rules. Judgment on the arbitration award may be entered in any court having competent jurisdiction to do so. The Arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. An Arbitrator's decision shall be final and binding on all parties. An Arbitrator's decision and judgment thereon shall have no precedential or collateral estoppel effect. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law. MIGS.SOLUTIONS will not seek, and hereby waives all rights MIGS.SOLUTIONS may have under applicable law to recover, attorneys' fees and expenses if MIGS.SOLUTIONS prevails in arbitration.

2.6 Fees. Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules.



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2.7 Changes. Notwithstanding the provisions in Section I above, regarding consent to be bound by amendments to these Terms, if MIGS.SOLUTIONS changes this Arbitration Agreement after the date you first agreed to the Terms (or to any subsequent changes to the Terms), you may reject any such change by providing MIGS.SOLUTIONS written notice of such rejection within 30 days of the date such change became effective, as indicated in the "Effective" date above. This written notice must be provided (a) by mail. (The address shown at the end of this page), or (b) by email from the email address associated with your Account to: Migs.solutions@gmail.com. In order to be effective, the notice must include your full name and clearly indicate your intent to reject changes to this Arbitration Agreement. By rejecting changes, you are agreeing that you will arbitrate any dispute between you and MIGS.SOLUTIONS in accordance with the provisions of this Arbitration Agreement as of the date you first agreed to the Terms (or to any subsequent changes to the Terms).

2.8 Severability and Survival. If any portion of this Arbitration Agreement is found to be unenforceable or unlawful for any reason, (1) the unenforceable or unlawful provision shall be severed from these Terms; (2) severance of the unenforceable or unlawful provision shall have no impact whatsoever on the remainder of the Arbitration Agreement or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to the Arbitration Agreement; and (3) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration.

3. MIGS.SOLUTIONS Services

3.1 Services and Support. MIGS.SOLUTIONS can be used to facilitate the provision of Lesson Services using a third party online platform and its video and text chat and document collaboration interface. As stated above, MIGS.SOLUTIONS makes available a platform with related technology for Authorized Users to connect with tutors online and conduct the Lesson Services via our third party online interface.

MIGS.SOLUTIONS is not a contracting agent or representative of any tutor or Authorized User. Tutors are independent contractors and are not employees or agents of MIGS.SOLUTIONS, therefore they are responsible for all tax withholdings.

3.2 Account Registration & Termination. MIGS.SOLUTIONS provides a variety of online services designed to improve the overall academic experience and help Authorized Users save money. You may only have one MIGS.SOLUTIONS account for use of the Services. You may not create or use more than one account, and you may not share your account or any of the Services with others. **A parent or guardian may create an account for the benefit of a minor, but otherwise you may not create an account for anyone unless expressly authorized by MIGS.SOLUTIONS.** All information you provide to create an account must be accurate and complete. You may not impersonate any other person or use a name that is not your own. It is your responsibility to update your account information to keep it current and accurate. When you set up an account, you must also choose a password. You are solely responsible for maintaining the confidentiality of your password, and for any and all use of your account. You agree not to use the account, username, or password of another Authorized User at any time, nor to disclose your password to any third party. You agree you will not sell or share or otherwise transfer your membership or any membership rights.



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You agree not to exchange personal information (email addresses, phone numbers, home address, etc.) to any other Authorized Users on the site. **Also, MIGS.SOLUTIONS has the right to terminate your account for any reason at our sole discretion without notice and without liability.**

3.4 Refunds. If for any reason you are not satisfied with a tutor after receiving a Lesson Services from such tutor, please [contact us](#). All refunds are at MIGS.SOLUTIONS' sole discretion.

3.5 Account Deactivation. You may deactivate your account at any time throughout our Services by no longer participating/soliciting the site. Your account will only be deactivated and closed after all transactions have been processed including payment of assessed penalties. Even if your account is deactivated, your photos, reviews, ratings, chat messages, past lessons and any other data you have shared via the Services may persist within the Service after deactivation of your account. MIGS.SOLUTIONS may also deactivate or suspend your account in its sole discretion any reason, including but not limited to inactivity or misuse.

3.6 Updates and Functionalities. You acknowledge that from time to time MIGS.SOLUTIONS may apply updates to the Services and that such updates may result in changes in the appearance and/or functionality of the Services (including the addition, modification, or removal of functionality, features, or content).

Excluding the addition of wholly new products, MIGS.SOLUTIONS shall provide, implement, configure, install, support, and maintain at its own cost any and all updates, upgrades, enhancements, improvements, releases, corrections, bug fixes, patches, and modifications to the Services (collectively, the “Updates”).

3.7 Acceptable Use. You shall (i) be responsible for your compliance with these Terms of Service, including the Fair Use Policy; (ii) be solely responsible for the accuracy, quality, integrity, and legality of Customer Content and of the means by which you acquired or generated Customer Content; (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, including keeping your password and username confidential and not permitting any third party to access or use your user name, password, or account for the Services; (iv) be solely responsible and liable for all activity conducted through your account in connection with the Services; (v) promptly notify MIGS.SOLUTIONS if you become aware of or reasonably suspects any security breach, including any loss, theft, or unauthorized disclosure or use of your (or any Authorized User's) user name, password, or account; (vi) use the Services only in accordance with applicable laws and government regulations; (vii) comply in all respects with all applicable terms of the Third-Party Services that you subscribe to or otherwise access in connection with your use of the Services. You must not (a) make the Services available to anyone other than yourself; (b) use the Services to store or transmit any content that may be infringing, defamatory, threatening, harmful, or otherwise tortious or unlawful, including any content that may violate intellectual property, privacy, rights of publicity, or other laws, or send spam or other unsolicited messages in violation of applicable law; (c) upload to, or transmit from, the Services any data, file, software, or link that contains or redirects to a virus, Trojan horse, worm, or other harmful component; (d) attempt to reverse engineer, decompile, hack, disable, interfere with, disassemble, copy, or disrupt the integrity or the performance of the Services, any third-party use of the Services, or any third-party data contained therein (except to the extent such restrictions are prohibited by applicable law); (e) access the Services in order to build a competitive product or service or copy any ideas, features, functions, or graphics of the Services; (f) attempt to gain unauthorized access to the Services or its related systems or networks; or (g) authorize, permit, or encourage any third party to do any of the above.

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3.8 Fair Use Policy. MIGS.SOLUTIONS may suspend your access to the Services for abusive practices that degrade the performance of the Services for you and/or other customers of MIGS.SOLUTIONS.

3.9 Non-Exclusivity. You acknowledge that the rights granted to you under this Agreement are non-exclusive and that nothing in this Agreement will be interpreted or construed to prohibit or in any way restrict MIGS.SOLUTIONS' right to license, sell, or otherwise make available the Services to any third party or perform any services for any third party.

4. Intellectual Property

4.1 MIGS.SOLUTIONS Services. As between you and MIGS.SOLUTIONS, MIGS.SOLUTIONS retains all rights, titles, and interest in and to the Services. Nothing herein shall be construed to restrict, impair, encumber, alter, deprive, or adversely affect the Services or any of MIGS.SOLUTIONS' rights or interests therein or any other MIGS.SOLUTIONS intellectual property, brands, information, content, processes, methodologies, products, goods, services, materials, or rights, tangible or intangible. All rights, title, and interest in and to the Services not expressly granted in this Agreement are reserved by MIGS.SOLUTIONS. You may from time to time provide suggestions, comments or other feedback to MIGS.SOLUTIONS with respect to the Services ("Feedback"). Feedback, even if designated as confidential by you, shall not create any confidentiality obligation for MIGS.SOLUTIONS notwithstanding anything else. You shall, and hereby do, grant to MIGS.SOLUTIONS a non-exclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid-up license to use and exploit the Feedback for any purpose.

5. Indemnification

5.1 Your Indemnification. You shall defend, indemnify, and hold harmless MIGS.SOLUTIONS, its affiliates, directors, officers, employees, and agents from and against all claims, losses, damages, penalties, liability, and costs, including reasonable attorneys' fees, of any kind or nature which are in connection with or arising out of a claim (a) alleging that your use of the Services infringes or violates the intellectual property rights, privacy rights, or other rights of a third party or violates applicable law; (b) relating to, or arising from your breach Section 4.6; or (c) relating to, or arising from, Third-Party Services.

6. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MIGS.SOLUTIONS, ITS DIRECTORS, EMPLOYEES, AGENTS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL USE, OR DATA OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THE SERVICES OR ANY OTHER ASPECT OF THIS AGREEMENT. UNDER NO CIRCUMSTANCES WILL MIGS.SOLUTIONS BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICES OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.



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THE PARTIES ACKNOWLEDGE AND AGREE THAT THE ESSENTIAL PURPOSE OF THIS SECTION IS TO ALLOCATE THE RISKS UNDER THESE TERMS BETWEEN THE PARTIES AND LIMIT THEIR POTENTIAL LIABILITY GIVEN THE FEES CHARGED UNDER THIS AGREEMENT, WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF MIGS.SOLUTIONS WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN. THE PARTIES HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO ENTER INTO THESE TERMS. NOTHING IN THIS AGREEMENT IS INTENDED TO EXCLUDE OR RESTRICT OR SHALL BE CONSTRUED AS EXCLUDING OR RESTRICTING THE LIABILITY OF MIGS.SOLUTIONS FOR (I) DEATH OR PERSONAL INJURY CAUSED BY THE NEGLIGENCE OF MIGS.SOLUTIONS, ITS EMPLOYEES, OR ITS AGENTS; (II) WILLFUL MISCONDUCT OF MIGS.SOLUTIONS; OR (III) ANY LIABILITY WHICH CANNOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW.

7. General

7.1 Assignment. You may not assign or otherwise transfer any of your rights or obligations hereunder, whether by merger, sale of assets, change of control, operation of law or otherwise, without the prior written consent of MIGS.SOLUTIONS (not to be unreasonably withheld), and any attempted assignment or transfer without such consent will be void. MIGS.SOLUTIONS may freely assign or delegate all rights and obligations under this Agreement, fully or partially without notice to you. MIGS.SOLUTIONS may also substitute, by way of unilateral novation, effective upon notice to you, MIGS.SOLUTIONS. for any third party that assumes our rights and obligations under this Agreement.

7.2 Amendment. MIGS.SOLUTIONS reserves the right to modify, supplement, or replace the terms of this Agreement, effective upon posting on the MIGS.SOLUTIONS website or notifying you otherwise. Your continued use of the Services after the effectiveness of that update will be deemed to represent your agreement with, and consent to be bound by, the new terms. Except for changes made by MIGS.SOLUTIONS as described here, no other amendment or modification of this Agreement shall be effective unless set forth in a written agreement bearing a written signature by MIGS.SOLUTIONS and you.

7.3 Severability. Each provision of this Agreement is severable. If any provision of this Agreement is or becomes illegal, invalid, or unenforceable in any jurisdiction, the illegality, invalidity, or unenforceability of that provision will not affect the legality, validity, or enforceability of the remaining provisions of this Agreement or of that provision in any other jurisdiction.

7.4 Nature of Relationship. No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement and neither party has any authority of any kind to bind the other in any respect.

7.5 Force Majeure. Except for payment obligations, neither party shall be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond such party's reasonable control, including the elements; fire; flood; severe weather; earthquake; vandalism; accidents; sabotage; power failure; denial of service attacks or similar attacks; Internet failure; acts of God and the public enemy; acts of war; acts of terrorism; riots; civil or public disturbances; strikes, lockouts, or labor disruptions; and any laws, orders,

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rules, regulations, acts, or restraints of any government or governmental body or authority, civil or military, including the orders and judgments of courts.

7.6 Entire Agreement. The terms of this Agreement, together with any applicable Authorization Form, all exhibits, and [MIGS.SOLUTIONS' privacy policy](#), constitute the entire agreement between the parties with respect to the use of the Services and supersede any prior or inconsistent agreements, negotiations, representations, and promises, written or oral, with respect to the subject matter and is binding upon the parties and their permitted successors and assigns. In the event of any conflict between this Agreement and the terms of an Authorization Form, the provisions of the Authorization Form shall prevail.

MIGS.SOLUTIONS' Privacy Policy

Introduction

MIGS.SOLUTIONS and its affiliates ("MIGS.SOLUTIONS") are committed to protecting the privacy of all individuals who:

- Visit MIGS.SOLUTIONS' website located at [MIGS.SOLUTIONS](#), which includes all subdomains, present and future (the "Website"); and
- Use the mobile applications that MIGS.SOLUTIONS makes available from time to time (the "Applications")

To make this policy easier to read, we call the Website, the Applications, the Platforms, and the Shop together the "Services". When we talk about "Personal Information", we mean information relating to you or other identifiable individuals.

It is MIGS.SOLUTIONS' policy to respect your privacy and the privacy of all users of the Services. This Privacy Policy has been established to help you understand our commitment to protecting your privacy and personal data, and the steps we take to ensure it. By visiting and/or using any of the Services, you agree to be bound by the terms of the present Privacy Policy (the "Privacy Policy"). Where the present Privacy Policy refers to "MIGS.SOLUTIONS", it may refer to the Services or to MIGS.SOLUTIONS, depending on the context.

MIGS.SOLUTIONS reserves the right, at any time, to modify or replace the Privacy Policy. Please check the Privacy Policy periodically for changes, though we will also notify you via email or other direct electronic communication method of any changes that, in our sole discretion, materially impact your use of the Services or the treatment of your Personal Information. Your use of the Services following the posting of any changes to the Privacy Policy constitutes acceptance of those changes.

MIGS.SOLUTIONS' Privacy Policy forms part of its wider terms of service. If you are a visitor to the Website or if you are a MIGS.SOLUTIONS user, these terms of service are available at <https://MIGS.SOLUTIONS>. Additional terms may apply to other Services purchased. To make



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this policy easier to read, any applicable MIGS.SOLUTIONS terms of service are referred to as the “**Terms**”. Both the Terms and the Privacy Policy apply to your use of the Services.

MIGS.SOLUTIONS’ Data and Customer Content

We collect Personal Information (such as registration and account information) from our customers and users of the Services for our own purposes, such as to provide and administer the Services (“**MIGS.SOLUTIONS’ Data**”). We’re the data controller in respect of this information.

We also process Personal Information on behalf of our customers as their data processor, such as content generated, requested or published via the Platforms in accordance with the instructions our customers give us through the Services (including, for example, the information our customers monitor or collect from social media sites like Twitter and Facebook through the Services) (“**Customer Content**”). Our customers control how their Customer Content is collected and used by them. In legal terms this means that our customers are the data controller of their Customer Content. Accordingly, we only use Customer Content to provide the Services to our customers in accordance with the lawful instructions they give us through the Services.

About this Privacy Policy

This Privacy Policy describes how and when MIGS.SOLUTIONS collects, uses and shares MIGS.SOLUTIONS’ Data when you use the Services. MIGS.SOLUTIONS receives your information through our Website, Platforms and Applications.

Whilst most of this Privacy Policy relates to MIGS.SOLUTIONS’ Data, we also provide some information about how our customers choose to collect and use Customer Content through the Services.

MIGS.SOLUTIONS takes your privacy seriously. We know you trust us to help with your homework and we want you to know that you can trust us with your personal information.

MIGS.SOLUTIONS’ Data we receive or collect

When you first register for a MIGS.SOLUTIONS’ account, and when you use the Services, we collect some Personal Information about you such as:

- your full name, email address and other contact details
- a unique MIGS.SOLUTIONS user ID (an alphanumeric string) which is assigned to you upon registration
- other optional information as part of your account profile
- your IP Address and, when applicable, timestamp related to your consent and confirmation of consent



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- other information submitted by you or your organizational representatives via various methods (phone, email, online forms, surveys, in-person meetings, etc.)
- your billing address and any necessary other information to complete any financial transaction, and when making purchases through the Services, we may also collect your credit card or banking information
- information we may receive relating to communications you send us, such as queries or comments concerning our Services
- information relating to an individual's real time location

MIGS.SOLUTIONS also automatically collects and receives certain information from your computer or mobile device, including the activities you perform on our Website, the Platforms, and the Applications, the type of hardware and software you are using (for example, your operating system or browser), and information obtained from cookies (see "Cookies and Related Technologies" below). For example, each time you visit the Website or otherwise use the Services, we automatically collect your IP address, browser and device type, access times, the web page from which you came, the regions from which you navigate the web page, and the web page(s) you access (as applicable).

MIGS.SOLUTIONS' third party entity, allows you to sign up and/or log into using your Facebook account. If you sign up using Facebook, or otherwise link your Facebook and third entity accounts, Facebook will ask your permission to share certain personal information from your Facebook account with that third party. This may include your first name, last name, email address, gender, general location, a link to your Facebook profile, your time zone, birthday, profile picture, your "likes" and your list of friends. If you choose to grant Facebook that permission, it will share that information with the third party entity on an ongoing basis and we will treat information we receive from Facebook the same as if you provided that information directly to MIGS.SOLUTIONS. You can control the information that we receive from Facebook using the [privacy settings](#) in your Facebook account.

How we use MIGS.SOLUTIONS' Data

MIGS.SOLUTIONS uses MIGS.SOLUTIONS' Data for the following general purposes:

- to identify you when you login to your account
- to enable us to operate the Services and provide them to you
- to verify your transactions and for purchase confirmation, billing, security, and authentication (including security tokens for communication with installed Third-Party Apps)



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- to analyze the Website or the other Services and information about our visitors and users, including research into our user demographics and user behavior in order to improve our content and Services
- to contact you about your account and provide customer service support, including responding to your comments and questions
- to keep you informed about the Services, features, surveys, and events we think you may find useful or which you have requested from us
- to sell or market MIGS.SOLUTIONS' products and services to you
- to better understand your needs and the needs of users in the aggregate, diagnose problems, analyze trends, improve the features and usability of the Services, and better understand and market to our customers and users
- to keep the Services safe and secure

We also use non-identifiable information gathered for statistical purposes to keep track of the number of visits to the Services with a view to introducing improvements and improving usability of the Services. We may share this type of statistical data so that our partners also understand how often people use the Services, so that they, too, may provide you with an optimal experience.

Consent

By using any of the Services, or submitting or collecting any Personal Information via the Services, you consent to the collection, transfer, storage disclosure, and use of your Personal Information in the manner set out in this Privacy Policy. *(As needed, a student's lesson plan summary/report will be shared with class instructors and funding entity for the explicit use of providing helpful academic support.)* If you do not consent to the use of your Personal Information in these ways, please stop using the Services.

Cookies and related technologies

MIGS.SOLUTIONS uses tracking technology ("cookies") on the Website, in the Applications, and in the Platforms, including mobile application identifiers and a unique MIGS.SOLUTIONS' user ID to help us recognize you across different Services, to monitor usage and web traffic routing for the Services, and to customize and improve the Services. By visiting the Website or using the Services you agree to the use of cookies in your browser and HTML-based emails. Cookies are small text files placed on your device when you visit a web site, in order to track use of the site and to improve your user experience.

Session Cookies

The Services use "session cookies", which improve your user experience by storing certain information from your current visit on your device, such as log-in information. These enable us to



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remember your log-in session so you can move easily within the Website or the other Services. Without these session cookies, we wouldn't be able to provide the Services to you. Other examples of our use of session cookies include tracking the number of visits by a particular visitor to a page.

Performance and Remarketing Cookies

Partners who help us serve advertising on and off the Website and analytics companies may also put cookies on your device. We use several third-party vendors to help deliver ads for relevant MIGS.SOLUTIONS' products and services to you when you visit certain pages on our Website and then visit certain third-party sites. We may share with third-party ad partners a cryptographic hash of a common account identifier (such as a User ID), to help us measure and tailor ads and services provided to you. Below is information about one such vendor. Please note that this Privacy Policy covers only our use of cookies and does not include use of cookies by any third parties.

i) Google Analytics

MIGS.SOLUTIONS uses a specific cookie in order to facilitate the use of Google Universal Analytics for users logged-in to the Applications or the Platforms ("Logged-In User). If you are a Logged-In User, MIGS.SOLUTIONS may use your MIGS.SOLUTIONS' User ID in combination with Google Universal Analytics and Google Analytics to track and analyze the pages of the Services you visit. We do this only to better understand how you use the Website and the other Services, with a view to offering improvements for all MIGS.SOLUTIONS' users; and to tailor our business and marketing activities accordingly, both generally and specifically to you. Google Analytics cookies do not provide MIGS.SOLUTIONS with any Personal Information.

[Learn more about privacy at Google and to opt-out of this feature by installing the Google Analytics Opt-out Browser Add-on.](#)

ii) Google Display Advertising

Additionally, MIGS.SOLUTIONS uses Google Analytics code that allows for certain forms of display advertising and other advanced features. Subject to change, the Google Display Advertising features MIGS.SOLUTIONS currently uses are Remarketing, Google Display Network Impression Reporting, and Google Analytics Demographics and Interest Reporting.

These features are used to advertise online; to allow third-party vendors, including Google, to show you advertising across the Internet; to allow MIGS.SOLUTIONS and third-party vendors, including Google, to use first-party cookies (such as the Google Analytics cookie) and third-party cookies together to inform, optimize, and serve ads based on your past visits to the Website and to report how ad impressions, uses of ad services, and interactions with these ad impressions and ad services are related to visits to the Website. Data from Google's interest-based advertising or third-party audience data (such as age, gender, and interests) is also combined with Google Analytics to better understand the needs of MIGS.SOLUTIONS' users and to improve the Services.



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You may opt out of such display advertising at any time by visiting your [Google Ads Settings page](#) or by installing and running the [Google Analytics Opt-out Browser Add-on](#).

MIGS.SOLUTIONS uses other third-party performance and remarketing cookies, and further information on those third-party cookies can be obtained by contact us.

MIGS.SOLUTIONS may also use related technologies including web beacons, bugs, pixels, and software tokens in order to facilitate your use of the Services. Most notably, the Services use software tokens (stored securely on [Amazon](#)-controlled servers) in order to facilitate the logging in to and the functioning of both the Supported Platforms and Third-Party Apps.

Most computer and some mobile web browsers automatically accept cookies but, if you prefer, you can change your browser to prevent that or to notify you each time a cookie is set. The Network Advertising Initiative has also developed a tool that may help you understand which third parties have currently enabled cookies for your browser and opt-out of those cookies. Further information can be found at http://www.networkadvertising.org/managing/opt_out.asp. Please note however that, by blocking or deleting cookies, you may not be able to take full advantage of the Website, Applications, Platforms, and/or Shop. If you do not want to receive tracking pixels, you will need to disable HTML images in your email client, and that may affect your ability to view images in other emails that you receive.

When we may share Personal Information

Except as provided in this Privacy Policy, MIGS.SOLUTIONS does not divulge any Personal Information gathered via the Services (including Customer Content) to third parties.

Notwithstanding anything in the Privacy Policy to the contrary, we may share any information we have collected about you or Customer Content:

- (1) when you explicitly consent to the disclosure of such information to a third party when connecting to a third-party service that asks you if you consent to such sharing;
- (2) where we are legally required to do so, such as in response to court orders or legal process, or to establish, protect, or exercise our legal rights or to defend against legal claims or demands;
- (3) if we believe it is necessary in order to investigate, prevent, or take action regarding illegal activities, fraud, or situations involving potential threats to the rights, property, or personal safety of any person;
- (4) if we believe it is necessary to investigate, prevent, or take action regarding situations that involve abuse of the Services infrastructure or the Internet in general (such as voluminous spamming, denial of service attacks, or attempts to compromise the security of the Website infrastructure or the Services generally);
- (5) to a parent company, subsidiaries, joint ventures, or other companies under common control with MIGS.SOLUTIONS;

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(6) if we are acquired by or merged with another entity (in which case we will require such entity to assume our obligations under this Privacy Policy or inform you that you are covered by a new privacy policy); and

(7) if this information is not private, is aggregated or is otherwise non-Personal Information, such as your public user profile information and related public data or the number of users who clicked on a particular link (even if only one did so).

Subject to obligations consistent with this Privacy Policy, we may also disclose information to our affiliates, agents, contractors, and service providers in order to facilitate the functioning of the Services or to perform tasks that are integral to the Services, such as processing transactions, fulfilling requests for information, or providing support services or other tasks, from time to time. Information may also be transferred from MIGS.SOLUTIONS to the third parties in control of the Supported Platforms, but only to the extent required in order for the Services to function properly.

Children

Protecting the safety of children when they use the Internet is very important to us. Our Services should only be accessed by individuals of Minimum Age. “Minimum Age” may mean different ages in different countries, depending on where the individual accesses the services. For reference, “Minimum Age” shall mean (a) 14 years old for the United States, Canada, Germany, Spain, Australia, and South Korea; and (b) 13 years old for all other countries. However, if applicable law requires that you must be older than such ages in order for MIGS.SOLUTIONS to lawfully provide the Services to you (including the collection, storage, and use of your information in accordance with this Privacy Policy), then the Minimum Age would be such older age. The Services are not designed nor intended for use by children or anyone else under the age of 13 without assistance/approval by parents, legal guardian, or legal entity (school/college, etc.).

Security

We use industry best practices to keep any information collected and/or transmitted to the Supported Platforms or Third-Party Apps secure. This includes the use of HTTPS with TLS (Transport Layer Security), which encrypts all transmitted data, and OAuth 2.0 protocols for authentication and data transfer to Supported Platforms and Third-Party Apps.

Certain Personal Information, most notably MIGS.SOLUTIONS log-in details, is encrypted during transmission using TLS. Once validated within our system, passwords are deleted from our system. In addition, MIGS.SOLUTIONS uses third-party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Services. These vendors have been selected for their high standards of both physical and technological security, including ISO and SSAE16 certifications.

MIGS.SOLUTIONS does not store credit card details on its servers. MIGS.SOLUTIONS uses a PCI-DSS Compliant vendor, QuickBooks Intuit, to process credit card transactions.



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You should bear in mind that submission of information over the Internet is never entirely secure. We cannot guarantee the security of information you submit via the Services whilst it is in transit over the Internet and any such submission is at your own risk, and this risk is specifically disclaimed in our Terms.

If you are a Logged-in User, it is advisable that you log out of your account at the end of every session and not leave a logged-in account unattended for any period of time, particularly if you use a shared computer or device.

Email preferences

MIGS.SOLUTIONS uses email as the primary mode of communications with our users. We want to respect your privacy by only sending emails of interest to you. You can manage your email preferences, such as opting-out or unsubscribing from emails sent by MIGS.SOLUTIONS, by adjusting your preferences in your account settings. You may also opt out or unsubscribe from any future email communications from within a link provided in each email correspondence that we send you.

Your rights

You can contact us to obtain a copy of the Personal Information held about you by us. This may be subject to a fee not exceeding any prescribed fee permitted by applicable law. You can also ask us to correct and, where relevant, erase that information. Please note that certain Personal Information may need to be retained by MIGS.SOLUTIONS for a period of time following cancellation of your account where this is necessary for our legitimate business purposes or required or authorized by applicable law. As mentioned above you have a right to change your email preferences at any time.

Contacting us

If you have any questions about this Privacy Policy, please contact:

[MIGS.SOLUTIONS/contact](https://www.migsolutions.com/contact)

or:

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