



WEBSITE TERMS OF USE

2/15/2026

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PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS WEBSITE. BY ACCESSING OR USING THIS WEBSITE, YOU AGREE TO BE BOUND BY THESE TERMS AND OUR PRIVACY POLICY. IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST NOT ACCESS OR USE THIS WEBSITE.

1. Acceptance of Terms

By accessing, browsing, or using this Website, you acknowledge that you have read, understood, and agree to be bound by these Terms and all applicable laws and regulations. These Terms constitute a legally binding agreement between you and Exemplars.

We reserve the right to modify these Terms at any time without prior notice. Your continued use of the Website following any changes constitutes your acceptance of the revised Terms. We encourage you to review these Terms periodically. The date of the most recent revision will appear at the top of this page.

2. Definitions

For purposes of these Terms:

"Exemplars Content" means all content available on or through the Website, including but not limited to text, graphics, logos, images, audio, video, software, rubrics, performance tasks, anchor papers, lesson plans, guides, toolkits, educational materials, and all other materials, whether provided for free or through paid subscription services.

"Free Materials" means Exemplars Content that is made available for download or viewing without requiring purchase or subscription, including but not limited to rubrics, sample performance tasks, getting started guides, toolkits, and other educational resources.

"Licensed Materials" means Exemplars Content that is available only through paid subscription to the Exemplars Library or other licensed products, governed by the separate Exemplars Library Terms of Service Agreement.

"Classroom Use" means use by an individual teacher, educator, or instructor solely with students in their own classroom, course, or direct instructional setting at a single school or educational institution.

"Commercial Use" means any use intended for or directed toward commercial advantage or monetary compensation, including but not limited to: selling, licensing, or distributing for payment; incorporating into products or services offered for sale; using in connection with paid tutoring, consulting, coaching, or professional development services; and using to develop, train, or improve commercial products or services.

"User," "you," or "your" means any individual who accesses or uses the Website.

3. Intellectual Property Rights

3.1 Ownership

All Exemplars Content is owned by Exemplars, Inc. or its licensors and is protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. The Exemplars name, logo, "We Set the Standards!" tagline, and all related names, logos, product and service names, designs, and slogans are trademarks of Exemplars, Inc. You may not use such marks without the prior written permission of Exemplars.

3.2 Reservation of Rights

Exemplars reserves all rights not expressly granted in these Terms. Nothing in these Terms shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Exemplars Content except as expressly permitted by these Terms.

4. Limited License for Free Materials

4.1 Grant of License

Subject to your compliance with these Terms, Exemplars grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access, download, and use Free Materials solely for your personal, non-commercial, educational purposes in connection with Classroom Use. This license permits you to:

- (a) View Free Materials on the Website;
- (b) Download and store a reasonable number of copies of Free Materials on devices you own or control;
- (c) Print copies of Free Materials for your personal Classroom Use;
- (d) Distribute printed copies of Free Materials to students in your own classroom; and
- (e) Use Free Materials to assess and instruct students under your direct supervision.

4.2 Restrictions

You expressly agree that you will NOT:

- (a) **Commercial Use:** Use Free Materials for any Commercial Use, including but not limited to selling, offering for sale, licensing, or otherwise distributing Free Materials for payment or other consideration; incorporating Free Materials into any product or service offered for sale or compensation; using Free Materials in connection with paid tutoring, test preparation, consulting, coaching, or professional development services; or using Free Materials to promote, market, or advertise any commercial product or service;
- (b) **Artificial Intelligence and Machine Learning:** Use Free Materials to train, develop, test, validate, or improve any artificial intelligence system, machine learning model, algorithm, neural network, large language model, natural language processing system, automated assessment tool, educational technology platform, or any other automated or semi-automated system, whether for commercial or non-commercial purposes;
- (c) **Modification and Derivative Works:** Modify, adapt, alter, translate, or create derivative works based on Free Materials, except that you may add your name, school name, or class period for classroom identification purposes only;
- (d) **Public Distribution and Posting:** Post, upload, publish, broadcast, transmit, or otherwise make Free Materials available on any website, blog, social media platform, video-sharing platform, file-sharing service, cloud storage service with public sharing enabled, learning management system accessible to persons outside your classroom, or any other online or electronic medium that is accessible to any person other than students enrolled in your specific class;
- (e) **Redistribution to Educators:** Distribute, share, email, or otherwise provide Free Materials to other teachers, educators, schools, districts, educational organizations, or any third party, whether for compensation or free of charge (organizations seeking to use Free Materials across multiple classrooms must obtain a site license from Exemplars);
- (f) **Removal of Notices:** Remove, obscure, alter, or fail to display any copyright notices, trademark notices, attribution statements, or other proprietary notices contained in or on Free Materials;
- (g) **Misrepresentation:** Represent, imply, or suggest that Free Materials were created by you or any party other than Exemplars, or that you have any ownership interest in Free Materials;
- (h) **Transfer:** Sublicense, assign, rent, lease, lend, sell, or transfer your rights under these Terms or any Free Materials to any third party;
- (i) **Reverse Engineering:** Reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, structure, or organization of any software or digital tools provided through the Website; or
- (j) **Circumvention:** Circumvent, disable, or otherwise interfere with any security features, access controls, or usage limitations of the Website or Free Materials.

4.3 Attribution

When using Free Materials, you must maintain and display all copyright notices, trademark notices, and attribution statements exactly as they appear in the original materials. Any permitted reproduction of Free Materials must include the following attribution: "*© [Year] Exemplars, Inc. All rights reserved. Used with permission for classroom use only. www.exemplars.com*"

4.4 No Endorsement

Your use of Free Materials does not imply any endorsement, sponsorship, or affiliation between you (or your school, district, or organization) and Exemplars. You may not use Exemplars' name, logo, or trademarks in any manner that suggests such endorsement, sponsorship, or affiliation without prior written consent.

5. Licensed Materials and Subscription Services

Access to Licensed Materials through the Exemplars Library or other subscription services is governed by the separate Exemplars Library Terms of Service Agreement, which you must accept before accessing such services. In the event of any conflict between these Terms and the Exemplars Library Terms of Service Agreement with respect to Licensed Materials, the Exemplars Library Terms of Service Agreement shall control.

6. Schools, Districts, and Organizations

The license granted in Section 4 is for individual educators only. Schools, school districts, educational service agencies, departments of education, and other educational organizations or institutions that wish to:

- Use Exemplars Content across multiple classrooms, grade levels, or buildings;
- Incorporate Exemplars Content into district-wide or school-wide programs, curricula, or assessments;
- Distribute Exemplars Content to multiple educators within their organization;
- Host or make available Exemplars Content on internal servers, intranets, or learning management systems; or
- Use Exemplars Content for professional development or teacher training; must obtain a site license by contacting Exemplars at info@exemplars.com or visiting www.exemplars.com/purchasing.

7. User Conduct

You agree not to use the Website in any manner that:

- (a) Violates any applicable federal, state, local, or international law or regulation;
- (b) Infringes the intellectual property rights or other rights of Exemplars or any third party;
- (c) Is fraudulent, false, misleading, or deceptive;
- (d) Introduces viruses, Trojan horses, worms, or other malicious or technologically harmful material;
- (e) Attempts to gain unauthorized access to any portion of the Website, other accounts, computer systems, or networks connected to the Website;
- (f) Interferes with or disrupts the operation of the Website or servers or networks connected to the Website;
- (g) Uses any robot, spider, scraper, or other automated means to access the Website for any purpose without our express written permission; or
- (h) Engages in any conduct that restricts or inhibits anyone's use or enjoyment of the Website.

8. Third-Party Links

The Website may contain links to third-party websites or resources. These links are provided for your convenience only. Exemplars has no control over the contents of those sites or resources and accepts no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any third-party websites linked from this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

9. Privacy

Your use of the Website is also governed by our Privacy Policy, available at www.exemplars.com/about/website/privacy. By using the Website, you consent to the collection, use, and disclosure of your information as described in the Privacy Policy.

10. Disclaimers

THE WEBSITE AND ALL EXEMPLARS CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED.

TO THE FULLEST EXTENT PERMITTED BY LAW, EXEMPLARS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

EXEMPLARS DOES NOT WARRANT THAT: (A) THE WEBSITE WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE; (B) DEFECTS WILL BE CORRECTED; (C) THE WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (D) THE EXEMPLARS CONTENT WILL MEET YOUR REQUIREMENTS OR ACHIEVE ANY INTENDED RESULTS.

YOUR USE OF THE WEBSITE AND EXEMPLARS CONTENT IS AT YOUR OWN RISK.

11. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EXEMPLARS, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, OR SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OF OR INABILITY TO USE THE WEBSITE OR EXEMPLARS CONTENT, EVEN IF EXEMPLARS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL EXEMPLARS' TOTAL LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THESE TERMS OR YOUR USE OF THE WEBSITE EXCEED ONE HUNDRED DOLLARS (\$100.00).

12. Indemnification

You agree to indemnify, defend, and hold harmless Exemplars, its affiliates, officers, directors, employees, agents, licensors, and service providers from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) your use of the Website or Exemplars Content; (b) your violation of these Terms; (c) your violation of any rights of any third party; or (d) your violation of any applicable law or regulation.

13. Termination

Exemplars may, in its sole discretion, terminate or suspend your access to all or part of the Website at any time, with or without cause, with or without notice, effective immediately.

The license granted in Section 4 shall terminate automatically if you breach any provision of these Terms.

Upon termination of your license for any reason:

- (a) You must immediately cease all use of Free Materials and Exemplars Content;
- (a) You must delete or destroy all copies of Free Materials and Exemplars Content in your possession or control, whether in electronic or printed form; and
- (b) Sections 3, 4.2, 10, 11, 12, 14, and 15 shall survive termination.

Any unauthorized use of Exemplars Content following termination shall constitute copyright infringement and may subject you to civil and criminal penalties.

14. Enforcement and Remedies

Exemplars reserves all rights to enforce its intellectual property rights to the fullest extent permitted by law.

You acknowledge that any breach of Sections 3 or 4 of these Terms may cause irreparable harm to Exemplars for which monetary damages would be an inadequate remedy. Accordingly, Exemplars shall be entitled to seek equitable relief, including temporary restraining orders, preliminary injunctions, and permanent injunctions, without the necessity of proving actual damages or posting a bond, in addition to any other remedies available at law or in equity.

In any action or proceeding to enforce these Terms or protect Exemplars' intellectual property rights, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, and expenses from the non-prevailing party.

15. General Provisions

15.1 Governing Law

These Terms and any dispute or claim arising out of or related to them, their subject matter, or their formation shall be governed by and construed in accordance with the laws of the State of Vermont, without regard to its conflict of law provisions.

15.2 Jurisdiction and Venue

Any legal action or proceeding arising out of or related to these Terms or your use of the Website shall be brought exclusively in the state or federal courts located in Chittenden County, Vermont. You irrevocably consent to the personal jurisdiction and venue of such courts and waive any objection based on inconvenient forum.

15.3 Entire Agreement

These Terms, together with our Privacy Policy and any other agreements expressly incorporated by reference herein, constitute the entire agreement between you and Exemplars regarding your use of the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

15.4 Severability

If any provision of these Terms is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be modified to the minimum extent necessary to make it enforceable, or if modification is not possible, shall be severed from these Terms, and the remaining provisions shall continue in full force and effect.

15.5 Waiver

No waiver by Exemplars of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition. Any failure



of Exemplars to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

15.6 Assignment

You may not assign or transfer these Terms or any rights or obligations hereunder, by operation of law or otherwise, without Exemplars' prior written consent. Any attempted assignment in violation of this section shall be null and void. Exemplars may assign these Terms freely without restriction. Subject to the foregoing, these Terms shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

15.7 Headings

The headings in these Terms are for convenience only and shall not affect the interpretation of these Terms.

15.8 Contact Information

For questions about these Terms, please contact:

Exemplars, Inc.

271 Poker Hill Road

Underhill, VT 05489

Phone: 800-450-4050

Fax: 802-899-4825

Email: info@exemplars.com

16. Commercial Licensing

Any Commercial Use of Exemplars Content requires a separate written license agreement with Exemplars. For commercial licensing inquiries, including use in educational technology products, assessment platforms, tutoring services, professional development programs, or other commercial applications, please contact info@exemplars.com.

BY USING THIS WEBSITE, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE, UNDERSTAND THEM, AND AGREE TO BE BOUND BY THEM.

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