

## The **Lexile**<sup>®</sup> & **Quantile**<sup>®</sup> Hub Terms of Use Policy

Last Updated March 2020

Your use of the **Lexile**<sup>®</sup> & **Quantile**<sup>®</sup> Hub is subject to this Terms of Use Policy.

### Introduction

At MetaMetrics, Inc., ("MetaMetrics", "we," "our" or "us") we want educators, researchers, and parents to easily put the **Lexile Framework**<sup>®</sup> for Reading and the **Quantile Framework**<sup>®</sup> for Mathematics to work at home and in classrooms. To do this, we made all our web based tools accessible from a single platform. (See a list of all The Hub's tools in the Appendix.) We refer to our platform and tools as the **Lexile**<sup>®</sup> & **Quantile**<sup>®</sup> Hub ("The Hub") in this Terms of Use Policy. And we refer to an authorized educator, researcher, or parent user as "you". The Hub is maintained by MetaMetrics, Inc. and hosted at Hub.Lexile.com. Access and use of The Hub is subject to the terms and conditions presented in this document, as well as all applicable laws. By using The Hub, you agree to all of the terms and conditions in this document and in our Privacy Policy. See the Privacy Policy here: [hub.lexile.com/privacy](http://hub.lexile.com/privacy). If you do not agree with these Terms of Use, or with the Privacy Policy, do not use The Hub.

### Changes to the Terms of Use

We can change these terms at any time. We will make a reasonable effort to inform you about any material changes to these terms. However, it is your responsibility to check these terms periodically for changes. Your continued use of The Hub, now or after the posting of any changes to these terms, means that you accept the Terms of Use.

### Access and Interactions

- We may stop, change, or suspend any aspect of The Hub at any time. This includes the availability of any of the tools. We may also impose limits on certain features and functions. We may control or limit your access to parts of The Hub or the entire service without notice or legal responsibility.
- You may only use The Hub for personal, authorized use. All services are provided only for personal, classroom and/or university research use. Any other use, including resale or any commercial use is strictly prohibited. We reserve the right to block access to any user to whom we believe is profiting personally or commercially from the sale or other use of any of the information that comes out of The Hub tools. This includes, but is not limited to, the publishing or distributing of:
  - Lexile<sup>®</sup> measures and ranges
  - Quantile<sup>®</sup> measures and ranges
  - **Lexile**<sup>®</sup> Career Database and **Quantile**<sup>®</sup> Career Database career and measure information
  - **Lexile**<sup>®</sup> WordLists words and frequencies
  - QSC numbers, descriptions, measures, and strand information
  - Quantile<sup>®</sup> resources

- Lexile® and Quantile® norming information
- Early Reading Indicators
- Upper Level Indicators
- **Quantile® Summer Math Challenge** Fluency Friday content
- The Hub includes valuable information from third-party providers. This includes, but is not limited to O\*Net (Bright Outlook Occupations), Burning Glass Technologies, Oxford Dictionaries, and Bowker. This third-party information is provided for personal, classroom and/or university research use. You should read and understand these third-party provider's Terms of Use.
- The Hub is protected by applicable law. "Contents" for The Hub and each of the tools include but are not limited to:
  - Text
  - Names
  - Data
  - Compilations
  - Graphics
  - Logos
  - Buttons
  - Icons
  - Images
  - Code
  - Methods
  - Techniques
  - Models
  - Software
- The Contents of The Hub are the property of MetaMetrics® or its licensors/providers. Contents are protected by the patent, copyright, trademark and trade secret laws of the United States and/or other countries. You may not use the Contents in any manner inconsistent with the rights of MetaMetrics. That means you may not do the following with or to the Content:
  - Copy
  - Store as a hardcopy
  - Store as an electronic format
  - Transmit
  - Transfer
  - Perform
  - Broadcast
  - Publish
  - Reproduce
  - Create a derivative work from
  - Display
  - Distribute
  - Sell

- Offer for sale
- License
- Rent
- Lease
- Frame
- Deep link
- This includes, but is not limited to, use of the Contents for any commercial purpose, without the express written permission of MetaMetrics.
- By using The Hub, you are not granted permission to use any of MetaMetrics' trademarks for any reason.
- The Hub is generally available to be used twenty-four (24) hours a day, seven (7) days a week. It may be unavailable during both scheduled and unplanned maintenance and upgrades.
- Actions or inactions of third party service providers, such as providers of other communications services used to host or access the website, may cause disruption to or impair MetaMetrics' connection to communications networks. Although we will use commercially reasonable efforts to take any action it deems appropriate to remedy and avoid such circumstances, we cannot control the disruptions in communications services or other services provided by third parties which are necessary to maintain access to The Hub. We cannot guarantee that such disruptions will not occur. We are not responsible for and will have no legal responsibility resulting from or relating to such disruptions.
- The contents are provided to you on an "as is," "as available" basis. MetaMetrics, its licensors/providers and their respective affiliates, subsidiaries, officers, directors, employees and agents make no representations or warranties with respect to the contents. MetaMetrics, to the fullest extent permitted by applicable law, hereby disclaims all warranties of any kind, express or implied, including, but not limited to, representations and warranties regarding accuracy, timeliness, completeness, noninfringement, merchantability or fitness for any particular purpose. MetaMetrics assumes no responsibility for the consequences of any errors or omissions in the contents.
- The Hub includes many external links to other websites of possible interest to users. Links from The Hub to other websites are provided solely for your convenience. You understand that if you leave The Hub via a link, you do so at your own risk. The content of any such third-party website is not provided or endorsed by MetaMetrics. We have not reviewed or approved the Terms of Use or other policies governing such websites. We do not monitor, make any representation with respect to, or assume any liability for any third-party websites, including, without limitation, any products or services that are advertised or made available for purchase through such websites.
- Lexile measures generated from the **Lexile Analyzer**<sup>®</sup> are not A SUBSTITUTE OR SYNONYMOUS WITH A LEXILE READING MEASURE of an individual's reading ability. A student's Lexile measure may only be determined when an individual takes an assessment that MetaMetrics has psychometrically linked to the Lexile scale. USER

ACKNOWLEDGES AND AGREES THAT DISPLAYING A LEXILE TEXT MEASURE AS A SUBSTITUTE OR SYNONYMOUS WITH A LEXILE READING MEASURE is a violation of the Terms of Use and subject to termination of access to The Hub.

If a user measures published text in the Lexile Analyzer, the measure generated will not be a certified Lexile measure. Only trained MetaMetrics' staff can certify a Lexile measure. If the published text has a certified Lexile measure the measure generated from the Lexile Analyzer may be different. Modifications to content, such as sentence combining or removing can have an impact on the Lexile measure. While modifications usually do not cause significant differences, there have been instances of significant impacts from what was perceived as a minor change.

### **Acceptable Use**

Classroom, home, and college/university research use of all information provided by The Hub is encouraged.

### **Research Acknowledgement**

If any information is used in research, researchers must properly acknowledge The Hub as the source of the information using this statement:

*The authors acknowledge use of MetaMetrics, Inc.'s Lexile® & Quantile® Hub as the source of Lexile and Quantile measures and associated information. MetaMetrics has not endorsed this research.*

### **Lexile Measure Range Use in Research**

If Lexile measure ranges from the Lexile Analyzer are used in research, you must acknowledge that the Lexile measure ranges are estimates and not certified Lexile measures/ranges using the following statement:

The author(s) acknowledges that the Lexile measure ranges produced through the **Lexile Analyzer**® are not certified by MetaMetrics' staff. They are estimates of text complexity. They are not measures of student ability.

### **Governing Law and Jurisdiction**

These Terms of Use are governed by the laws of the State of North Carolina, without regard to its conflict of laws principles. You agree and hereby submit to the exclusive personal jurisdiction and venue of the state and federal courts in North Carolina for the resolution of any disputes arising from these Terms of Use.

### **Copyright and Trademark Notice**

The following are the registered and unregistered trademarks of MetaMetrics, Inc. ("MetaMetrics"), and are registered in the United States and abroad:

- METAMETRICS®
- the METAMETRICS® logo
- LEXILE®
- the LEXILE® logo
- QUANTILE®
- the QUANTILE® logo
- **Lexile Analyzer®**
- **Lexile® Growth Planner**
- **Lexile® Titles Database**
- **Lexile® Career Database**
- **Lexile® Find a Book**
- **Lexile® Measures Manager**
- **Lexile® WordLists**
- **Lexile® Grade Level Charts**
- **Quantile® Math@Home**
- **Quantile® Teacher Assistant**
- **Quantile® Measures Manager**
- **Quantile® Find Your Lesson**
- **Quantile® Growth Planner**
- **Quantile® Grade Level Charts**
- **Quantile® Career Database**
- **Quantile® Math Skills Database**

## Contact Information

If at any time you have questions or concerns about the Lexile & Quantile Hub in general or these Terms of Use specifically, please feel free to contact us by sending an email to support@Lexile.com.

## Appendix

### The Hub's Tools and Descriptions

#### **Lexile® Find a Book**

Search for books by grade, interest and reading complexity. View a book's most challenging words and create a favorite book list that can be shared with others.

#### **Lexile Analyzer®**

Paste or type in text to receive a Lexile range. View text characteristics along with challenging words and their definitions.

#### **Lexile® Growth Planner**

Use Lexile measures to determine if a student is on track to graduate college and career ready and access resources to support reading growth.

### ***Quantile*<sup>®</sup> Growth Planner**

Use Quantile measures to determine if a student is on track to graduate college and career ready and access resources to support growth in mathematics.

### ***Lexile*<sup>®</sup> Measures Manager**

Determine a student's optimal reading measure when multiple assessments that produce Lexile measures have produced significant and unexpected differences.

### ***Quantile*<sup>®</sup> Measures Manager**

Determine a student's optimal mathematical measure when multiple assessments that produce Quantile measures have produced significant and unexpected differences.

### ***Lexile*<sup>®</sup> Career Database and *Quantile*<sup>®</sup> Career Database**

Identify the reading and math demands needed for the desired career and use it to inform goal setting. The Lexile and Quantile measures are the only metrics available to compare and describe the reading and math demands of a career.

### ***Lexile*<sup>®</sup> WordLists**

Select word lists by grade from a collection of 40 million words based on K-12 content. General and domain specific word lists available. Lists can be downloaded and printed.

### ***Lexile*<sup>®</sup> Grade Level Charts**

View and print student Lexile measures by grade level. Filter your view by grade(s), time of year, and student population percentiles.

### ***Quantile*<sup>®</sup> Math Skills Database**

View math skills and concepts associated with state standards, or search for math skills and free resources by keyword, Quantile measure, or strand.

### ***Quantile*<sup>®</sup> Teacher Assistant**

Search the Quantile database for free resources associated with state standards. Find appropriate resources for every student based on his or her Quantile measure.

### ***Quantile*<sup>®</sup> Find Your Lesson**

View math skills and concepts associated with the lessons in your classroom textbook. Find related skills, state standards, and free, targeted resources.

### **Quantile® Math@Home**

Help your students improve their math skills with free, targeted math resources. Search for resources by Quantile measure, state, grade, or keyword.

### **Quantile® Summer Math Challenge**

Help your students retain their math skills during the summer months by enrolling them in this free program. Participants receive daily emails with links to targeted, free math resources.

### **Quantile® Grade Level Charts**

View and print student Quantile measures by grade level. Filter your view by grade(s), time of year, and student population percentiles.

METAMETRICS®, the METAMETRICS® logo, LEXILE®, LEXILE FRAMEWORK®, LEXILE ANALYZER®, the LEXILE® logo, POWERV®, QUANTILE®, QUANTILE FRAMEWORK® and the QUANTILE® logo are trademarks of MetaMetrics, Inc., and are registered in the United States and abroad. The trademarks and names of other companies and products mentioned herein are the property of their respective owners. Copyright © 2020 MetaMetrics, Inc. All rights reserved.