

# End User License Agreement

***By clicking "I accept" or "I agree" or using the Services you are entering into this End User License Agreement ("EULA"), which is a binding contract with Pearson Education Limited for the benefit of itself and its affiliates (collectively, "we," "us," or "Pearson").***

It is important to us that the Services provide you with a helpful and reliable experience. To protect our rights and yours, this EULA governs all uses of the Services. Access or use of the Services for which you have registered or enrolled constitutes acceptance of this EULA as a binding agreement. By using the Services, you represent that you: (1) have read and understood the terms; (2) agree to use the Services in compliance with applicable laws and the terms of this EULA; and (3) are an Authorized User (as defined below). You may not use the Services if you do not agree with the EULA or if you are not a User.

If you have any questions about this EULA, please contact us at [Pearson Support](#).

The section headings and summaries contained below are for your convenience only, and do not have any legal meaning or effect.

## 1. Data Privacy, Collection, & Use

Please review our [Privacy Notice](#) to understand our data collection and use practices. We will collect, process and use your personal information in accordance with our Privacy Notice.

## 2. We May Occasionally Need to Change the Terms of This EULA

***Summary: We may occasionally need to update the rules in this EULA. But if we make meaningful changes, we'll let you know. By continuing to use the Services, you agree to follow the updated rules.***

Pearson may make changes to this EULA from time to time for any reason. Typically, these changes are made to conform to current practices, comply with changing regulatory requirements, or other similar purposes. If Pearson modifies this EULA in a manner that materially changes the terms or scope of the Services made available to you, we will make reasonable efforts to notify you by either contacting you via email or posting reasonable notice in connection with the Services to alert you to such changes. Your continued use of the Services after reasonable notice of such changes to the EULA has been provided will constitute your consent to the revised EULA terms, which shall apply to any use of the Services following reasonable notice. If you have any questions about this EULA, please contact us at [Pearson Support](#).

## 3. What We Mean by The "Services"

***Summary:*** By “Services,” we mean Pearson’s digital products, and everything that powers them. While Pearson or its licensors own them, we want you to use and enjoy the Services according to these rules.

This website and its related applications, technology, content, and services (collectively the “Services”) are owned or licensed by Pearson. The Services may be delivered to you through the Internet via your browser or app (mobile or otherwise) and may include enrolment (“Enrolment”) in one or more online courses (“Course(s)”) provided through the Services for use in connection with classes and programs offered by your school, employer, university, or other educational institution (“Institution”). While your User Account (defined below) for the Services may continue for an indefinite period of time during which you may enroll in other Courses, your access to those specific Courses provided through the Services is provided on a subscription basis for a limited period of time (each a “Subscription”). The Services may be provided directly by Pearson or accessed through a third-party integration with accounts managed by your Institution or an integrated third-party service provider (“Third-Party Service”). The Services may link to or provide options to access third-party websites or applications.

## 4. Who Is Authorized to Use the Services?

***Summary:*** To use the Services, you’ll need to create a Pearson account. But don’t use the Services if you are a minor, UNLESS you’re enrolled in university.

The Services are available only to individuals, including but not limited to administrators or other representatives of Institutions, and students, who have gained lawful access to the Services directly from Pearson or its Third-Party Service provider or through the Institution with which such individual is affiliated (“Authorized User”). In order to initiate access to the Services, you must register for a user account (“User Account”) by providing your first name, last name, valid email address (and in the case of Enrollments, your Institution and Course name or code), and designating a secret and unique username and password (“Account Credentials”), as well as any additional information that may be required by your Institution. In some cases, your User Account may already be established for you by your Institution, or by way of direct access from an integrated Third-Party Service, such as a learning management system, each of which may have additional terms of use or requirements for account access. Pearson may use your Account Credentials to validate your account prior to providing access to the Services each time you access the Services.

You may have only one active User Account at any given time. You agree to provide accurate and truthful information when creating a User Account and to promptly update such information should it change.

You may not self-register for or otherwise access the Services if you are under the age of 13 unless your Institution or parent has established an account or registered on your behalf. If you are under the age majority pursuant to the laws in your jurisdiction (typically under the age of 18), you may not register or use the Services without first obtaining permission from your parent or guardian. However, if you are under the applicable age of majority and enrolled at an institution of higher education, you may self-register for the Services.

You understand and acknowledge that the administrators associated with your Institution or a Third-Party Service may have access to your User Account and may suspend, modify or terminate your User Account and/or your access to the Services at any time and for any reason.

## 5. Please Keep Your Account Credentials Secret & Safe

***Summary: You agree to: (1) keep your Account Credentials secret; (2) not let others log into your User Account; and (3) let us know if someone else gets hold of your Account Credentials.***

Your User Account is for your personal use only. Unless we provide an approved mechanism for such use, allowing others to access or use the Services through your User Account is strictly prohibited and you are responsible for all uses of the Services associated with your User Account, whether the use is made by you personally or by a third party.

In order to protect the security of your Account Credentials and the Services, it is important that you maintain the confidentiality of your Account Credentials. You agree not to: (1) use Account Credentials other than your own; or (2) to disclose your Account Credentials to any third party or service, other than an authorized Third-Party Service. You agree to take reasonable steps to protect the secrecy of your Account Credentials and immediately notify Pearson at [Pearson Support](#) of any known or suspected loss, disclosure, or theft of your Account Credentials and/or access codes you obtain in connection with the Services.

## 6. Pearson or its Licensors Own the Services

***Summary: While we or our licensors own the Services and all related intellectual property, we want you to use and enjoy them as explained in this EULA.***

The website, Course materials and other content provided through the Services (collectively, "**Materials**") and any supporting software, applications and systems (collectively "**Applications**") are the exclusive property of Pearson Education Limited, its affiliates, and/or its licensors, and are protected by U.S. and international copyright and other intellectual property laws. All rights not expressly granted herein are reserved. Except as may be set forth in this EULA, the reproduction, redistribution, modification, publication, or adaptation of Materials or Applications, in whole or in part, without the express written consent of Pearson and/or its licensors is strictly prohibited. The Services may allow you to copy or download certain Materials, but please remember that the availability of this functionality does not mean that the above restrictions do not apply.

Unless otherwise indicated, trademarks, service marks and trade names (collectively "**Marks**") that appear on the Services are the property of Pearson or its licensors. Any trademarks not owned by Pearson that appear in the Services are the property of their respective owners. You agree not to misuse or disparage any Marks associated with the Services or use the Marks (or any confusingly similar marks) in such a way that would misrepresent the ownership of the Marks or otherwise confuse the public as to the source or origin of any products or services. You should not use any Mark without obtaining the written consent of the Mark owner, using appropriate notice and attribution of the owner's trademark rights, and using the Marks in accordance with applicable usage guidelines as provided by a Mark's respective owner. Any such permitted use of the Marks by you shall be to the benefit of the respective Mark owner.

## 7. Your License to Use the Services

Pearson grants to you a limited, non-transferable, non-exclusive, non-sublicensable license to use the Services for their intended purpose and subject to the terms and restrictions set forth in this EULA, the [Privacy Notice](#), and any additional terms which may be established by your Institution or Third Party Service.

You may use, display, and, when such functions are available on the Services, reformat, download, and print, Materials obtained through the Services solely for your own personal, non-commercial, and personal educational purposes.

You are responsible for meeting the then-current hardware, operating system, Internet browser and other technical requirements necessary to properly use and access the Services. All rights not specifically granted herein are reserved by Pearson. You acknowledge that the license granted under this EULA does not provide you with title to or ownership of the Services, or the Materials contained therein, but only a right of limited use subject to the terms and conditions of this EULA.

## 8. Limited External Use of the Materials is Fine

***Summary: You may use portions of content available via the Services for your personal educational purposes, but don't sell it or otherwise try to make money from it. Section 9 below lists specific things that you can NOT do with content. If you're not sure, just ask us.***

You may, on an occasional and irregular basis, include insubstantial portions of the Materials in memoranda, reports and presentations, and then only to the extent that such use is for educational purposes of a non-commercial nature within the scope of, or permissible as "fair use", "fair dealing" or its equivalent under applicable copyright and intellectual property law, provided such use does not otherwise diminish the pedagogical or commercial value of the Materials or the Services and is otherwise accompanied by appropriate copyright notices. If you wish to request permission to reproduce the Materials, or if you have any questions about how to include any notices required under this Section, please refer to the information and contacts available at <https://www.pearson.com/uk/about-us/global-permissions.html>.

Please note that additional permissions may also be required from Pearson's licensors. Your use of any Materials, whether under "fair use" or by permission, must include all applicable copyright, trademark and other notices, and appropriate source attribution to Pearson and its licensors.

Before using any Materials designated as "open," "OER," or "available for public use," you should verify the governing licensing restrictions associated with such Materials. No right to use "open," "OER," or "available for public use" content outside the Services is granted by Pearson.

## 9. Prohibited Uses of the Materials

***Summary: These are some specific things that you can NOT do with content available via the Services.***

Except as you may be expressly permitted by this EULA, you may not use, modify, adapt, reformat, download, upload, post, reproduce, broadcast, publish, display, perform, transfer, or redistribute any Materials in any form, format, or media or by any means without obtaining the prior written authorization of Pearson and/or its licensors. You acknowledge that the dissemination of any assessment questions or answers contained in the Materials will materially diminish the value of the Services and is strictly forbidden. Without limiting this restriction, you acknowledge that the following "Prohibited Uses" shall not constitute "fair use" and are specifically prohibited under the terms of this EULA in the absence of written permission and that any such Prohibited Use constitutes a material breach of the terms of this EULA:

- making the Materials available in print format in connection with "course packets" and/or library reserve materials or otherwise making the Materials available online outside of the

- Services, regardless of whether such use is related to the course for which the Services are provided;
- making the Materials available, by any means, to others (even members of your Institution) who are not Authorized Users and/or in connection with courses or other activities for which the Services are not authorized for use;
- publishing or otherwise disseminating outside of the Services solutions to questions or other assessment content contained in the Materials (whether generated by you, Pearson, or a third party); and
- reproducing or distributing outside the Services, by any means, any illustrations, charts, photographs, outlines, extensive text excerpts, chapters, or e-books included in the Materials.

## 10. These Uses of the Services Are Not Acceptable

***Summary: Don't do things to break, degrade, slow down, allow unauthorized access to, reduce security of, hack, or otherwise hurt the Services or the computer networks that provide them.***

You are expressly prohibited from any conduct that: (1) threatens the security, integrity, or availability of the Services; (2) provides or facilitates access to the Services by unauthorized users or services; and/or (3) results in prohibited duplication, transmission, or exposure of the Materials, Applications, or User Content (as defined below) associated with the Services. You represent and agree that you shall not use the Services in violation of this EULA, any applicable local, state, national, or international law or regulation, and/or the academic rules or policies of your Institution. You further agree that you will not use the Services in a manner which threatens the security, stability, or integrity of the Services or networks connected to the Services ("**Service Network**"). Without limiting the foregoing, you acknowledge and agree that you will not take any action to:

- impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity; including using another person's Account Credentials (including passwords) or making your User Account or Account Credentials available for use by others;
- use or attempt to use any "deep-link," "scraper," "robot," "bot," "spider," "data mining," "computer code," or any other automated device, program, tool, algorithm, process or methodology or manual process having similar processes or functionality, to access, acquire, copy, or monitor any portion of the Services, any data or content found on or accessed through the Services, or any other Materials without the prior written consent of Pearson;

either by visible display on the Services or access through a visible link on the Services;

- violate any measure employed to limit or prevent access to the Services or otherwise obtain or attempt to obtain through any means any content, functionality, or other information which has not been intentionally made available to you either by visible display on the Services or access through a visible link on the Services;
  - decompile, reverse engineer, or otherwise attempt to obtain the source code of the Services;
  - attempt, in any manner to gain unauthorized access to the Service Network, obtain the password, Account Credentials, or other security information from or of any other Authorized User, or otherwise violate the security of the Service Network or access encrypted codes;
  - interfere with or disrupt (or attempt to interfere with or disrupt) the proper working of the Services or Service Network, or violate any requirements, procedures, policies or regulations of the Service Network;
  - take or attempt any action that, in the sole and absolute discretion of Pearson, imposes or may impose an unreasonable or disproportionately large load or burden on the Service Network, disrupts the normal flow of data, or threatens the stability of the Services or Service Network;
- or

- engage in any conduct which, in Pearson's sole and absolute discretion, diminishes the pedagogical or commercial value of the Services, infringes any proprietary rights in the Services, Materials, or Applications, or otherwise violates this EULA.

Pearson reserves the right, at its sole discretion, to suspend or terminate access to and use of the Services with respect to any user that Pearson reasonably believes has undertaken, or participated in, any of the foregoing activities, violated the terms of this EULA, or whose actions have, or are likely to, otherwise cause harm to Pearson, the Services, the Service Network, or other users, or for any other reason at the sole and absolute discretion of Pearson. Additionally, Pearson may suspend or terminate your access at any time at the request of your Institution.

## 11. You May Upload Only Certain Content to the Services

**Summary: You must own (or have the appropriate rights to use) anything you upload to the Services.**

The Services may provide functionalities for Authorized Users to create, upload, or post questions, responses, comments, ideas, articles, information, data, text, multimedia content, chat conversations or logs, messages, and other materials or submissions ("**User Content**"). You may only post User Content that is your own original work or for which you have obtained the necessary rights or permissions for reproduction and public display through the Services, and which includes any applicable ownership or attribution notices. (Note: The fact that content is publicly available on the Internet does not mean that such content may be freely used without seeking prior permission from the owner.) You are solely responsible for User Content that you post on the Services and agree not to create, post, upload, or link to any Prohibited User Content (as defined below). Pearson does not pre-screen User Content and assumes no responsibility for User Content. The views and opinions expressed in any User Content do not necessarily reflect those of Pearson or its licensors. Pearson has the right (but not the obligation), in its sole discretion, to monitor, refuse to post or otherwise distribute, or remove any User Content for any reason and to terminate your access to the Services to prevent further posting or distribution of Prohibited User Content. If you discover any Prohibited User Content and would like to inform us, please contact us at [pearsondmca.agent@pearson.com](mailto:pearsondmca.agent@pearson.com).

## 12. How We'll Use the Content You Upload

**Summary: You agree that we may use any content you upload to the Services (in accordance with our Privacy Notice, of course), and that you have authority to grant us that right.**

By creating, posting, uploading, or linking to User Content, you grant to Pearson a perpetual, royalty-free, worldwide right and license to use, host, license, store, reproduce, display, transmit, adapt, and distribute such User Content and any derivative works created from such User Content (such as those resulting from changes we make so that your User Content works better with the Services) in connection with the Services. Further, you acknowledge and agree that your User Content shall be available to other users on the same terms as granted by you to Pearson under this EULA and specifically this Section 12. Pearson shall not be responsible or liable for the deletion, destruction, damage, loss, or failure to store any User Content. By posting User Content that is owned by third parties, you represent that you have been granted the right to grant to Pearson the right to make such User Content available to users to the same extent as the Materials provided with the Services. You agree to provide proper copyright notices in connection with any User Content in which you or a third party assert a right of copyright. Additional terms and options may be presented through the user

interface available on the Services for posting or uploading User Content, which shall supplement and have the same force and effect as the terms of this EULA.

## 13. You Are Prohibited from Uploading This Type of Content

***Summary: Don't upload pornographic, hateful, confidential, harmful, or other inappropriate content, and don't use the Services to harass people, send spam, etc.***

You will, at all times, comply with all applicable local, state, federal, and foreign laws in using the Services. You agree that you will not (directly or through others) contribute, create, upload, post, link to, or otherwise cause the distribution of any content ("**Prohibited User Content**") or use the Services in any manner that:

- is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, indecent, offensive, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable, or in violation of the rules or policies of the Institution;
- infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any party or which you do not have a right to transmit under any law or under contractual or fiduciary relationship (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- jeopardizes the security, availability, or integrity of the Services or causes harm to any user and his or her property through the use of malicious code or other contaminating or destructive devices;
- transmits advertising material and/or any unsolicited or unauthorized promotional materials, junk mail, SPAM, chain letters, or any other form solicitation in violation of any applicable rules, regulations, or laws or otherwise interferes with the proper working of the Services or Service Network; or
- otherwise violates the terms of this EULA.

## 14. User Suggestions Will Be Owned by Pearson

***Summary: If you suggest ways we can improve the Services, Pearson will own all intellectual property rights in your submissions, and may use your ideas without compensation.***

Pearson always welcomes suggestions and comments regarding the Services. Suggested improvements, additions, or other comments may be submitted by you to Pearson, whether through the Services, online, offline, verbally, or in writing ("**User Suggestions**"). Regardless of the manner of submission, you hereby acknowledge that all right, title, and interest and any other intellectual property rights in the User Suggestions shall become the exclusive property of Pearson and may be used for its business purposes at Pearson's sole and absolute discretion without any payment or accounting to you. This policy is intended to avoid the possibility of future misunderstandings when products and services developed by Pearson might seem to others to be similar to their own submissions or comments.

## 15. Access to Third-Party Websites & Content Is at Your Own Risk



**Summary: If the Services link or redirect you to non-Pearson websites or services, you agree to use them at your own risk.**

Pearson assumes no responsibility for third-party content ("**Third-Party Content**"), services, or applications that may be accessed by way of links on the Services to sites hosted by third parties that are outside of Pearson's control ("**Third-Party Sites**"). Pearson does not endorse or guarantee the accuracy, integrity, or quality of Third-Party Sites or Third-Party Content and disclaims all liability for any errors, omissions, violation of third-party rights, or illegal conduct arising from such content or sites. The inclusion of a link to any Third-Party Site in the Services does not imply that the owners of such Third-Party Sites have sponsored or endorsed the Services. Pearson is not responsible for the availability of Third-Party Sites accessed through links to the Services. Should you discover that a link to a Third-Party Site is no longer functional please contact us at [Pearson Support](#). Any links which directs users to inappropriate content or Prohibited User Content should be reported to us at [pearsondmca.agent@pearson.com](mailto:pearsondmca.agent@pearson.com).

## 16. Availability of the Services

**Summary: You understand that the Services: (1) need Internet access to work; (2) may occasionally be offline for maintenance or emergencies; and (3) have features and functionality that may change over time.**

The scope and availability of the Services may vary according to: (1) additional terms presented at the time of purchase or registration; (2) enrollment in or registration for a specific Course or Service; and/or (3) any licensing terms between Pearson and your Institution. Pearson is not responsible for limitations of access resulting from any Third-Party Service or as the result of certain account settings established by your Institution.

You are responsible for obtaining Internet access in order to use the Services. You may access a Course available through the Services only for the duration of the Subscription purchased (typically one or two semesters depending on the Course), whether or not the Services are used, and subject to Pearson's right to terminate access under this EULA. Institution access may be provided for a different time period.

While Pearson makes reasonable efforts to ensure the availability of the Services to Authorized Users with active Subscriptions, the Services may be unavailable for limited periods of time due to scheduled routine maintenance, emergency maintenance or factors beyond Pearson's control, such as disruptions of Internet services or unforeseen threats to the integrity or security of the Services.

Pearson may at any time, with or without notice to you, restrict the use and accessibility of the Services and/or discontinue any portion, feature, or content of the Services. Pearson will make reasonable efforts to provide Authorized Users with active Subscriptions notice of significant changes to the Services whenever reasonably feasible and provide alternative materials or services if substantial portions of the Services become unavailable. Information and updates about changes to the Services and its availability are posted regularly at [Pearson Support](#).

## 17. Terminating Your Subscription & Access to the Services

**Summary: You or Pearson may cancel your Subscription at any time for any reason set forth below.**



1. **Trial Access.** On a case-by-case basis, Services may be made available to you for a trial review period, typically for up to fifteen (15) days ("**Review Period**"). During the Review Period, you will be provided access to the Services without charge. If your Review Period is time limited, however, access to the Services offered for trial review will be terminated if payment is not made prior to the end of the Review Period. Termination of a Service does not automatically terminate your User Account. Further, you expressly acknowledge and agree that if at any time during the Review Period, Pearson, in its sole discretion, determines that you are utilizing the Review Period as a substitute or proxy for a paid Service, it may immediately terminate or suspend your access to the applicable Service for which you've been granted a Review Period. In the event of any suspension or termination of your access to such a Service, you acknowledge and agree that: (1) the Service, its functionality, activities, materials, or any results generated by your use thereof may not be available to you or any other person; and (2) neither you nor any other person are authorized to access or use any results generated by your use of the suspended or terminated Course, its functionality, activities, or materials regardless of whether such results are available within the Course or the Services. If your access to a Course is terminated due to you not purchasing a Course Subscription, and then Pearson subsequently reinstates your access to the Course upon later receiving payment, any such reinstated access shall remain subject to the terms of this EULA.
  
2. **Termination by You.** Subject to account restrictions that may be imposed by your Institution or a Third-Party Service through which access to the Services is provided, you may terminate your User Account at any time by notifying Pearson of your decision to do so. Your satisfaction with the Services is important to us. If you have any concerns or complaints about the Services or wish to terminate your access to the Services, please contact us at [Pearson Support](#).
  
3. **Termination by Pearson.** Pearson may, in its sole discretion, and with or without advance notice, suspend your access to all or any part of the Services, or terminate your rights to use the Services, for any conduct or use (whether by you or anyone else having access to the Services under your User Account) that Pearson reasonably believes violates this EULA.
  
4. **Effect of Termination.** Whether termination is initiated by you, your Institution or Pearson, Sections 12, 14, 17-22, and 26 of this EULA shall survive any such termination. Any User Account information, data, settings or specifications, or customizations of a Service or Subscription specific to your User Account may be permanently lost upon termination of a Service or Subscription, whether by you, Pearson, or your Institution. User Content and other user information associated with your use of the Services may still be accessible by your Institution or, to the extent it is posted in a public forum, to other users of the Services for which such information was posted, even after termination.

## 18. Your Exclusive Remedies Under This EULA

***Summary: If something goes wrong, your remedies under this EULA are: (1) restoration of access to the Services; or (2) a refund of fees.***

Pearson's entire liability to you, and your sole and exclusive remedy, regarding the use of the Services shall be either, in Pearson's sole discretion: (1) restoration of access to the Services to which you have subscribed; or (2) a refund of any fees paid directly by you to Pearson for the particular Service or Subscription. When available, refunds will only be made if requested by you in writing within the first 30 days after Enrolment or registration. Refunds can only be provided for purchases made directly from Pearson's website by an Authorized User. Refunds are not available for lost or stolen access codes, or any purchases made through third parties (for example, your campus bookstore). If you are dissatisfied with a Service or wish to request a refund, please contact us at [Pearson Support](#).

## 19. The Services Come with No Warranties

***Summary: The Services' availability and performance occasionally may be less than perfect, and you nonetheless agree to use them "as-is" and at your own risk.***

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT: (1) YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS; (2) YOU HAVE NOT RELIED ON ANY STATEMENT, INFORMATION, OR ADVICE FROM PEARSON'S REPRESENTATIVES OR RESELLERS THAT WOULD BE DEEMED TO BE A WARRANTY OF THESE SERVICES OR FORM THE BASIS FOR ANY LIABILITY OF PEARSON; AND (3) TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, PEARSON AND ITS LICENSORS AND CONTRACTORS EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, INCLUDING THOSE CREATED BY COURSE OF PERFORMANCE, COURSE OF DEALING, USAGE OF TRADE, AND WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

NEITHER PEARSON NOR ITS LICENSORS MAKE ANY REPRESENTATION OR WARRANTY THAT: (1) THE SERVICES OR YOUR USE THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE; (2) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE; OR (3) THE SERVICES WILL MEET YOUR REQUIREMENTS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

## 20. Pearson's Liability to You Is Limited

***Summary: If something goes wrong with the Services, Pearson's liability to you is limited, as is your ability to bring claims.***

IN NO EVENT SHALL PEARSON OR ITS EMPLOYEES, OFFICERS, AGENTS, CONTRACTORS, OR LICENSORS BE LIABLE FOR ANY COMPENSATORY, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND -- INCLUDING, WITHOUT LIMITATION ANY CLAIMS OR DAMAGES BASED ON YOUR USE OF OR INABILITY TO USE THE SERVICES, ANY THIRD-PARTY WEBSITES, OR APPLICATIONS ACCESSED THROUGH THE SERVICES, DAMAGE TO PROPERTY, THIRD-PARTY CLAIMS, LOSS OF PROFITS, GOODWILL, DATA, OR OTHER INTANGIBLE LOSSES, LOSSES CAUSED BY YOUR RELIANCE ON ANY CONTENT OR INFORMATION PROVIDED THROUGH THE SERVICES, AND/OR ANY OTHER LOSSES OF ANY KIND ARISING FROM YOUR USE OF THE SERVICES. PEARSON'S MAXIMUM AGGREGATE IN CONNECTION WITH THE SERVICES WILL IN NO EVENT EXCEED THE TOTAL FEES PAID BY YOU FOR THE SPECIFIC SERVICES FROM WHICH THE LOSS ARISES. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT, OR OTHERWISE, EVEN IF PEARSON HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE, AND/OR IF ANY OF THE LIMITED REMEDIES IN THIS EULA FAIL THEIR ESSENTIAL PURPOSE.

NO ACTION, REGARDLESS OF FORM, ARISING UNDER THIS EULA MAY BE BROUGHT BY YOU MORE THAN ONE YEAR AFTER THE FACTS SUPPORTING THE CAUSE OF ACTION HAVE BECOME KNOWN, OR REASONABLY SHOULD HAVE BECOME KNOWN, TO YOU. NOTHING IN THIS EULA IS INTENDED TO EXCLUDE OR LIMIT ANY CONDITION, WARRANTY, RIGHT, OR LIABILITY THAT MAY NOT BE LAWFULLY EXCLUDED OR LIMITED UNDER APPLICABLE LAW. ACCORDINGLY, ONLY THE LIMITATIONS THAT ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND IN SUCH INSTANCES OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED.

## 21. You Are Responsible for Any Damage You Cause Pearson

***Summary: You agree not to use the Services in violation of these rules, or for any unlawful purpose. But if you DO, you agree to compensate Pearson for any damage you cause.***

As a condition of your use of the Services, you warrant and represent to Pearson that you are an Authorized User and will not use the Services for any purpose that is unlawful or prohibited by this EULA. To the fullest extent permitted by applicable law, you agree to defend, indemnify and hold harmless Pearson and its employees, officers, agents, contractors, and licensors from any claims, damages, expenses, or liabilities arising from or in any way related to any violation of this EULA or unauthorized use of the Services.

## 22. If We Get into a Dispute, These Are the Laws That Will Apply & the Courts Where Claims May Be Brought

***Summary: Any litigation over the Services will be resolved in the courts of New York, Ontario, or England (depending on where you live).***

You agree that this EULA shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods and that any and all actions, disputes or controversies relating to this EULA or your use of the Services (each a "**Claim**") shall be subject to the terms of this provision.

If you reside in the United States you: (1) submit to the personal and exclusive jurisdiction and venue of the courts located within the County of New York, State of New York with respect to any Claim; and (2) agree that any Claim will be governed by and construed subject to the laws of the State of New York, without giving effect to its conflict of law principles.

If you reside in Canada you: (1) submit to the personal and exclusive jurisdiction and venue of the courts located within the province of Ontario; and (2) agree that any Claim will be governed by and construed subject to laws of Ontario and the laws of Canada applicable therein, without giving effect to its conflict of law principles.

If you reside outside of the US and Canada you: (1) submit to the personal and exclusive jurisdiction and venue of the courts located within England and Wales; and (2) agree that any Claim will be governed by and construed subject to the laws of England and Wales, without giving effect to its conflict of law principles.

## 23. You Agree to Comply with Export Laws

***Summary: You may not use the Services if you: (1) are located in a country designated by the U.S. Government as a “terrorist supporting” country; or (2) are listed on any U.S. Government list of prohibited or restricted parties. You also promise not to export the Services to countries requiring a U.S. export license.***

Your use of Services, the Applications, and related technology are subject to U.S. or international control or export laws and regulations (“**Export Laws**”). Without limitation, you agree to strictly comply with all such Export Laws and acknowledge that you have the responsibility to obtain authorization to export, re-export, or import the Application and related technology, as may be required. You represent and warrant that: (1) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties. You agree not to transfer, directly or indirectly, by electronic means or otherwise, any Services to any country, or to any agent, representative, or foreign national of any country, for which the U.S. Government or any agency thereof requires an export license or otherwise restricts such exports. You will indemnify and hold Pearson harmless from any and all claims, losses, liabilities, damages, fines, penalties, costs and expenses (including, but not limited to, attorney’s fees) arising from or relating to any breach by you of your obligations under this section.

## 24. How to Submit a DMCA Notice

***Summary: If you have any copyright concerns about content available via the Services, or wish to submit a DMCA notice, please read the below for detailed instructions.***

If you have any copyright concerns about any materials posted on the Services by others, or otherwise want to report inappropriate content on the Services, please let us know. We comply with the provisions of the Digital Millennium Copyright Act applicable to Internet service providers (17 U.S.C. Section 512). Unless otherwise stated in any specific DMCA designation provided by Pearson, please provide us with written notice (“**Notice**”) by contacting our Designated Agent at the following address:

DMCA Designated Agent  
Pearson Education, Inc.  
221 River Street  
Hoboken, NJ 07030  
email: [pearsondmca.agent@pearson.com](mailto:pearsondmca.agent@pearson.com)

If you are a copyright owner or authorized agent of a copyright owner and believe in good faith that copyrighted work has been copied, adapted, reproduced, or exhibited through the Services in a manner that constitutes copyright infringement, you may submit written notification of the claimed infringing activity to our Designated Agent. To be effective, the Notice must include the following:

- A physical or electronic signature of the owner, or a person authorized to act on behalf of the owner, (“**Complaining Party**”) of an exclusive right that is allegedly being infringed upon; Information reasonably sufficient to permit Pearson to contact the Complaining Party, such as an address, telephone number, and if available, an electronic mail address;
- Identification of the allegedly infringing material on the Services (“**Infringing Material**”), and information reasonably sufficient to permit Pearson to locate such material on the Services; Identification of the copyrighted work claimed to have been infringed upon (“**Infringed Material**”), or if multiple copyrighted works on the Services are covered by a single Notice, a list of each copyrighted work claimed to have been infringed (please be specific as to which Infringing Material is infringing on which Infringed Material);

- A statement that the Complaining Party has a good faith belief that use of Infringing Material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the Notice is accurate, and, under penalty of perjury, that the Complaining Party is the owner or is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

## 25. How to Report other Prohibited Content

***Summary: Please notify us of any content you find in the Services that is infringing, offensive, or is otherwise prohibited under this EULA. We don't want it here either.***

Pearson also encourages you to report to [pearsondmca.agent@pearson.com](mailto:pearsondmca.agent@pearson.com) any Prohibited User Content. To ensure Pearson can quickly respond to the issue, your email should include: the originating Pearson page URL; the linked page URL; a description of the content in question and the basis upon which you believe the content is prohibited or otherwise inappropriate; and the contact information through which Pearson may best reach you if you are willing to further assist Pearson in its investigation.

## 26. A Few Additional, Miscellaneous Terms

This EULA is personal to you, and you may not assign, transfer or delegate your User Account or your rights or obligations under this EULA to anyone. Pearson may assign or delegate its rights or obligations under this EULA, in whole or in part, subject to Pearson's right and obligations under this EULA and any agreement it may have with your Institution. In the event that any provision of this EULA is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, the remainder of this EULA shall remain valid and enforceable according to its terms. This EULA is the entire agreement between Pearson and you with respect to the Services and cannot be modified by you absent a signed written agreement. Section headings and summaries in this EULA are for your convenience only and do not have any legal meaning or effect. If Pearson waives or fails to enforce any term or condition of this EULA on any one or more occasions, whether by conduct or otherwise, its waiver or failure to enforce such terms will not prevent Pearson from enforcing any terms or condition of this EULA at any other time. It is the express wish of the parties that this EULA and all related documents be drawn up in English. C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.

**Version: 1.3**

**Last Revised: May 15, 2020**

## Additional Terms Applicable to Harrow School Online Only

### 1. WebMail, Message Boards, and Other Communication Services

We offer an internal email system, WebMail, through Connexus, as a service to users enrolled at Harrow School Online. Webmail allows you to interact with other Webmail users. We cannot guarantee the security of any information that you disclose in WebMail messages, and you do so at your own risk. Sent WebMail messages are accessible only to the author and recipients, as well as other authorized personnel for the purpose of maintaining system integrity and to ensure that users are acting responsibly and legally as required by this EULA. WebMail messages are also not guaranteed to be private and may be monitored. Messages relating to or in support of illegal or obscene activities or that otherwise violate this EULA may be reported to the appropriate authorities and may result in the loss of privileges, removal from your respective education programmes, and/or legal action.

We also operate academic message boards within Connexus® ("**Message Boards**") to facilitate the exchange of ideas, information, and opinions between users whose respective education programme provides access to those Message Boards. You may only use the Message Boards for structured clubs, activities, and other educational uses as specified by each school department and as described on each Message Board. The Message Boards contain contributions that represent only the opinions of their respective authors and do not express our opinions. Use of the Message Boards is subject to the rules governing their use as provided when accessing them.

In addition to the WebMail system and the Message Boards, we may from time to time offer chat areas and/or other message or communication functionality designed to enable you to communicate with other users ("**Communication Services**"). You agree to use Communication Services only in compliance with this EULA and as described on each Communication Service to post, send, and receive messages and materials that are proper and, when applicable, related to the particular Communication Service.

Any information that you submit to be posted to a Message Board or other Communication Service will be disclosed and available to all users of that Communication Service and is, therefore, no longer private. We cannot guarantee the security of such information that you disclose or communicate online in public areas, and you do so at your own risk. We do not control or endorse the content, messages, or information found in any Communication Service; therefore, we specifically disclaim any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Services. You acknowledge that any reliance upon such content shall be at your own risk.

Although we have no obligation to do so, we reserve the right (i) to monitor anything posted to a Message Board or other Communication Services or anything sent via WebMail, and (ii) to remove anything which we consider offensive or otherwise in breach of this EULA or for any other reason as we deem necessary in its sole and absolute discretion. We also reserve the right at all times to disclose any information as we deem necessary to satisfy any disciplinary investigation, applicable law, regulation, legal process, or governmental request, or to edit, refuse to post, or to remove any information or materials, in whole or in part, at our sole discretion.

### 2. Use of School Work, Interviews, Photographs, and Videos

You may have the opportunity to provide material for inclusion in Connexus®. This material may include the submission of work samples; participation in clubs; postings on the Message Boards; text or other submissions for newsletters, newspapers, and yearbooks; writing WebMail messages; etc. You represent that you own and/or control all of the rights to your own material and that the public use of such material will not violate or infringe on our rights or those of any third party.

You may also have the opportunity to participate in a LiveLesson®. We cannot guarantee the security of any information disclosed by voice or text in a LiveLesson® session. Any information that you submit or is captured in a LiveLesson® session may be disclosed and available to all users and is, therefore, no longer private. Parents or legal guardians are responsible for any information disclosed by their minor children.

LiveLesson® sessions may be recorded and used for instructional and demonstrative purposes. You, for yourself or your minor child, hereby agree to the recording of LiveLesson® sessions in which you, or your minor child, participates. To the extent you do not wish to participate in a recorded LiveLesson®, recorded sessions are available to you to view on demand.