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**Presented To:** Cynthia Baker (859) 282-4610, [cynthia.baker@boone.kyschools.us](mailto:cynthia.baker@boone.kyschools.us)

**Prepared By:** Diane Haas, (800) 543-0487 x11528, [diane.haas@cengage.com](mailto:diane.haas@cengage.com)

SHIP TO: Rector A Jones Middle School Cynthia Baker 8000 Spruce Dr Florence, KY 41042 USA	BILL TO: Rector A Jones Middle School Cynthia Baker 8000 Spruce Dr Florence, KY 41042 USA	Cengage Learning ATTN: Order Fulfillment 10650 Toebben Drive Independence, KY 41051 (800) 354-9706 <a href="http://NGL.Cengage.com/CustomerSupport">http://NGL.Cengage.com/CustomerSupport</a>
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Quoted Products: CTE Mindtap Office 2016

Qty	Update Qty	Product	Price	Quoted Price	Total
44		<a href="#">MindTap Shelly Cashman Microsoft® Office 365™ &amp; Office 2016: Introductory (K12 Instant Access)</a> Freund/Hoisington/Last/Pratt/Sebok/Vermaat 1st Edition [Skills, 2017] 9781337100663 / 1337100668		\$30.00	\$1,320.00

Sub-Total:	\$1,320.00
+ Estimated Shipping and/or Process Fee:	\$0.00

**TOTAL: \$1,320.00**

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Thank you for your interest in Cengage Learning products.

All information embodied in this document is strictly confidential and may not be duplicated or disclosed to third parties outside recipient's organization without prior written consent of Cengage Learning.

# Terms of Use

This Terms of Use document governs the use of Cengage higher education products.

For the Gale terms of use: <https://www.cengage.com/legal/terms-gale>

For Cengage School terms of use: <https://www.cengage.com/legal/terms-school>

For the previous version of our terms, please visit [www.cengage.com/legal/terms-of-use-archived](http://www.cengage.com/legal/terms-of-use-archived).

*Last updated August 2020*

## Introduction

Thank you for using web-based services and related apps and technologies provided by Cengage Learning, Inc. and its affiliates (“Cengage”). The term “Services” as used in these Cengage Terms of Use (with Supplemental Terms defined below collectively referred to herein as the “Terms”) refers to the products, services, websites, content, databases, software, technologies, and tools delivered by Cengage and that link or otherwise refer to these Terms, or that are delivered through a website or service that links or refers to these Terms.

Cengage is willing to provide the Services to you only on the condition that you first accept these Terms. By accessing, registering for, or using any Service, or by accepting these Terms through an “I Accept” check-box or similar method, you agree to these Terms. You may also agree to these Terms by physically or electronically signing an Order (as defined below) that incorporates these Terms. These Terms along with any Order form a legally binding agreement between you and Cengage.

Please read these Terms carefully and, if you wish, print or save a copy for your records. If you do not agree with these Terms, you may not access or use the Services.

Your use of certain Services may be subject to additional terms, which may be presented to you for acceptance when you sign up for those Services or may otherwise be accessible through the Services (“Supplemental Terms”). Such Supplemental Terms will be considered part of these Terms. In the event of any conflict between these Terms and any Supplemental Terms, the Supplemental Terms will control with respect to your use or access of the Services associated with such [Supplemental Terms](#).

**Please note:** some Services may be used only in conjunction with an active educational course offering in which you are enrolled or are administering. This requirement may be specified in an online description of these Services, or in the applicable Supplemental Terms.

***If you are accepting these Terms on behalf of another organization or entity, you represent that you are duly authorized to bind that organization or entity to these Terms.***

## Minors

If you are entering into these Terms on your own behalf, you represent that you are at least 18 years of age and have the legal capacity to enter into these Terms. If you are under 18 years of

age, your parent or guardian must enter into these Terms on your behalf, and this parent or guardian represents that he or she accepts these Terms on your behalf and that you are 13 or older. You are not allowed to use the Services if you are under the age of 13.

### **Orders**

You may gain access to the Services through your acceptance of an online or printed order form or other ordering document that references these Terms, including access through an access code or card (an "Order"). An Order may specify applicable fees, how long you are authorized to use the Service, and other terms. In the event of a conflict between these Terms and the terms of an Order (excluding these Terms), these Terms shall control except only to the extent that the Order identifies the specific provision(s) in these Terms to be varied.

### **Changes to the Services**

Cengage may, with or without notice, add features to the Services, or change or remove features of the Services, at any time.

### **Your Account**

To use a Service, you will need a Cengage username and password, unless you log in through a "single sign-on" system using your learning management system username and password if the Service includes this feature. Certain Services may also require additional login information.

Your account is for your personal use only. You may not authorize others to use your account, and you may not assign or transfer your account.

You must keep your username and password confidential. You are responsible for all activities, charges, and liabilities associated with your account. You agree to immediately notify Cengage of any unauthorized use of your account of which you are aware. If you are a minor, Cengage reserves the right to provide access to your account to your parent, guardian, or other authorized adult, upon such adult's request.

### **Institution Subscription**

This Section applies only if an applicable Order specifies that you are acquiring a Service subscription for an institution. Also, if your institution and Cengage have a separate signed agreement, then such agreement will control if there is a conflict between the terms of such agreement and the terms of this Section.

Subject to your payment of the applicable fees and taxes, you may authorize your students, faculty, and administrative staff (collectively, "Authorized Users") to access and use the applicable Service for non-commercial educational or instructional use, on condition that those Authorized Users accept these Terms before or during their first use of that Service. For Service subscriptions that include a limit on the number of Authorized Users, Authorized Users includes all individuals authorized to use the Service, regardless of whether any such individual is actively using that Service at a particular time. You shall ensure that Authorized Users and any other person that uses the Service through the use of your password and account comply with these Terms. You shall take all reasonable precautions necessary to safeguard against unauthorized access and use of the Service through your password and account, including

ensuring that an Authorized User ceases use of the Service after that Authorized User is no longer associated with your institution.

### **Your Use of the Services**

During the applicable term of your subscription for use of the Services if specified in an Order, Cengage grants you a limited, non-exclusive, non-transferable license only to access and to use the Services for the Permitted Use (as defined below), subject to your compliance with these Terms. You may not use the Services for any other purpose, or after the end of the applicable term, or after termination of your rights to use the Services under these Terms.

“Permitted Use” means your personal noncommercial purposes, or, only if the Order expressly specifies, your noncommercial educational or instructional purposes.

You shall provide, at your own expense, suitable equipment, software, and internet access as necessary to access and use the Services.

Neither the Services nor any portion thereof may be displayed, copied, downloaded, sold, resold, used, distributed, or otherwise exploited for any commercial purpose without Cengage’s prior written consent. You may not frame or utilize framing techniques to enclose any Mark (defined below) or other proprietary information (including images, text, page layout and form) of Cengage or its licensors without Cengage’s prior written consent. You may not use any meta tags or any other “hidden text” using Cengage’s Marks without Cengage’s prior written consent. Any unauthorized use by you of Cengage’s Marks or other intellectual property automatically terminates the license granted by Cengage under these Terms and your right to use the Services.

### **Content**

The Services may allow you to upload or otherwise add through the Services information, text, graphics, photos, audio, video, and/or other materials and content (“Content”). You represent and warrant that you own or have the full right to provide all Content that you provide through the Services for use with the Services (“Your Content”), and that Your Content does not infringe any third-party rights, including any intellectual property, publicity, or privacy rights.

Cengage does not obtain ownership of Your Content. You hereby grant Cengage a perpetual, irrevocable, worldwide, royalty-free, non-exclusive, sublicensable, and transferable license to use, distribute, reproduce, modify, prepare derivative works of, perform, and display Your Content in connection with the Services and Cengage’s business, including for promoting the Services, in all media now known or hereafter devised, and through any media channels. In the event that perpetual license terms are not allowed by law, the term shall be for the longest period allowed by applicable law.

Cengage does not adopt, endorse, or accept responsibility for Your Content or any third-party Content. You agree that Cengage will not be liable for any loss or damage resulting from your reliance on Your Content or any third-party Content available through the Services.

Cengage reserves the right (but has no obligation) to pre-screen, review, flag, filter, modify, refuse, or remove Content from the Services.

After termination of your use of any Services, except as required by applicable law, Cengage does not have any obligation to destroy, return or retain Your Content relating to your use of

such Services. It is your sole responsibility to backup and export Your Content prior to termination.

Cengage and its licensors own and retain all right, title, and interest in and to the Services, all underlying technology used with or otherwise enabling the Services, and all software and Content (other than Your Content, which you own subject to the license set forth herein) available within the Services (collectively, "Cengage Materials"), including all associated trademarks, copyrights, and other intellectual property rights. Nothing in these Terms transfers any such rights, title, or interest to you or any other user, and Cengage reserves all rights not expressly granted to you. All software and apps provided to you under these Terms are licensed, not sold.

You agree not to remove, conceal, or alter any proprietary rights notices (including copyright and trademark notices) contained within the Cengage Materials. You may not (and you may not permit anyone else to) extract, copy, modify, reverse engineer, decompile, or otherwise attempt to access or use the source code of the software underlying or otherwise used to provide the Services or any part thereof, except to the extent allowed by law notwithstanding this restriction.

All trademarks, service marks, trade names, logos, and graphics included within the Services ("Marks") are trademarks of Cengage and its licensors. You may not use any Marks without the prior written consent of Cengage.

You agree that any breach of your obligations with respect to Cengage's and its licensors' proprietary or intellectual property rights will result in irreparable injury to Cengage and its licensors for which money damages are inadequate, and you therefore agree that Cengage and its licensors shall be entitled to seek injunctive relief to address such breach, without the requirement of posting a bond, in addition to any other relief that a court may deem proper.

### **Modifiable Cengage Content**

Certain Services may contain some Cengage Materials that are presented to you in a modifiable format, where your modification of the Cengage Materials is expressly and clearly permitted ("Modifiable Cengage Content").

Subject to your compliance with these Terms and any use restrictions specified in the applicable Order, and during the term of the applicable Services, you may: (1) modify and create derivative works of Modifiable Cengage Content, (2) reformat and print copies of Modifiable Cengage Content (including your modifications and derivative works of Modifiable Cengage Content) when the capability to reformat and/or print that Modifiable Cengage Content is made available through the Services, and (3) use Modifiable Cengage Content (including your modifications and derivative works of Modifiable Cengage Content) solely for the Permitted Use.

### **Shared Content**

Certain Services may contain Content posted by Cengage and other users (including Your Content) in an area of an applicable Service that is designated as a learning space and/or user community and that is presented to users in a modifiable format and in a manner clearly indicating that modification and distribution for the Permitted Use is permitted ("Shared Content").

Subject to your compliance with these Terms and any use restrictions specified in the applicable Order, and during the term of the applicable Services, you may: (1) modify and create derivative works of the Shared Content, and (2) copy, distribute, display, perform, and otherwise use those modifications, derivative works, and Shared Content, by means of any media or delivery technology now known or hereafter devised, solely for the Permitted Use.

### **Open Content**

Certain Services may contain Content made available through a Creative Commons license (such as Attribution 4.0 International) or similar “open”-style license (“Open License”), as clearly and expressly specified within the Services (“Open Content”). You will have the rights to use Open Content solely as specified in the associated Open License. Nothing in these Terms shall restrict your rights under any Open License to Open Content provided through the Services.

### **Your Modifications to Content**

If you make any modifications to or derivative works of Modifiable Cengage Content, Shared Content, or Open Content, then all such modifications and derivative works shall be considered part of Your Content and are subject to the license and other provisions in the Section entitled “Content” above, as well as all other applicable provisions of these Terms.

### **Instructor Use**

If you are a teacher or instructor, you may incorporate Cengage Content (including your modifications and derivative works of Modifiable Cengage Content) in: (1) in-class handouts (provided without charge and limited in the number of copies), (2) online classrooms or courses (so long as access to the Cengage Content is limited to matriculated students enrolled in your class who are required to accept these Terms and enter a unique passcode or other verifiable industry-standard authentication system that ensures each user is individually identified before such access), (3) in-class displays (e.g., via projector, computer monitor or television screen), (4) class outlines or lessons, and (5) non-fee based exams, in each case associated with a course of study (i.e., a class) for which the Cengage Content included in the Service as specified in an Order has been adopted and is concurrently being used.

### **Storage of Your Content**

You acknowledge that the Services are not designed or intended to be used as part of a disaster recovery facility or an emergency data storage facility. Although Cengage takes reasonable precautions to preserve and protect Your Content, you shall not rely on the Services as your only storage means. You should make and preserve your own backup copies of Your Content. Cengage is not liable for damage to, deletion of, or failure to store, Your Content.

### **Fees**

Some Services and associated Content may be available only if an associated fee has been paid. Unless otherwise specified in the applicable Order, all fees are payable in U.S. dollars. Unless provided otherwise in an Order, all fees paid are nonrefundable and non-creditable.

Unless another form of payment is specified in the Order, Cengage will bill your credit card (for purposes of these Terms, the term “credit card” includes a credit card, a debit card, or other payment method such as PayPal) for all applicable fees in advance of Service delivery. You

shall provide Cengage with accurate and complete billing information, including your name, address, telephone number, and valid payment information, and shall promptly notify Cengage of any changes in that information. You acknowledge that the agreement between you and the applicable credit card, bank, or account issuer governs use of your credit card for payment of amounts owed to Cengage, including your rights and obligations as a holder of that card.

Cengage will disclose the applicable payment options at the time you place your Order. You shall select a payment method to pay Cengage for purchases you make for and/or from the applicable Services. Cengage or Cengage's billing agent may charge your payment method for all amounts due to Cengage without additional notice or consent unless otherwise required by law. Cengage may, in its discretion: (1) post charges to your payment method individually, or (2) aggregate your charges with other purchases you make within the Services and apply those charges to your next billing cycle.

Except for taxes based on Cengage's net income, if any authority imposes a tax, duty, levy, or fee upon your use of or orders for any Services, you shall pay that amount as specified in the Order or Cengage's invoice or supply Cengage with exemption documentation. You are also responsible for paying all administrative fees (such as PayPal fees) associated with the Services and any transactions you entered into in connection with the Services.

If Cengage does not receive payment from your credit card issuer, upon demand you shall pay all overdue amounts by other means acceptable to Cengage. Cengage may accept other forms of payment, and if Cengage invoices you for Services, you shall pay to Cengage the amount indicated in each invoice by the due date reflected on the invoice.

If you believe that a billing discrepancy has occurred, unless you notify Cengage in writing within 60 days after the date on which that discrepancy first appeared on your credit card account statement or invoice, as applicable, you waive your right to claim that discrepancy.

Service purchases and subscriptions are nonreturnable and cannot be exchanged. Until your Service is terminated, you will continue to accrue charges for which you remain liable, even if you do not use the Service.

If you fail to pay according to these Terms, Cengage may, without prejudice to its other rights and remedies: (1) charge interest on any unpaid amounts on a daily basis from the original due date at the rate of the lesser of 1.5% per month or the maximum amount permissible by law, (2) suspend or terminate your use and/or access to Services, or both (1) and (2). You shall reimburse Cengage for all reasonable expenses Cengage incurs in collecting past due amounts, including wire transfer fees, collection agency fees, reasonable attorney's fees, and court costs. Cengage may charge a fee for reinstatement of suspended or terminated accounts.

In addition, if you fail to pay according to these Terms, unless otherwise prohibited by applicable law, you consent and agree that Cengage or its designated third party collection agency may contact you by: (1) phone at one or more of your telephone numbers, including your wireless telephone numbers (in which case you might incur wireless telephone charges under your wireless device plan), (2) text messages (in which case you might incur message and data charges under your wireless device plan) or emails, and/or (3) any other method of contact, including pre-recorded and/or artificial voice messages or an automatic dialing device. Cengage may from time to time offer Service promotions and discounts for which you may be eligible, including promotions available for a limited time. Unless otherwise specifically noted, Service

promotional offers and discounts apply to first-time purchasers only. Separate terms and conditions may apply to promotional offers and discounts.

### **General Practices and Acceptable Use of the Services**

Cengage may establish general practices and limits applicable to your use of the Services, including the maximum number of days that Your Content is retained in connection with the applicable Service, the maximum storage space allotted on your behalf for such Service, and the maximum number of times (and the maximum duration for which) you are allowed to access the Service in a given period of time. Cengage may suspend or terminate user accounts for which applicable fees are unpaid, that are inactive for an extended period of time, or in the event of a violation of these Terms with or without notice. Cengage may establish and change these general practices and limits at any time, with or without notice.

You may only access the Services and related Content through the interface provided by Cengage and for lawful purposes. You represent, warrant, and agree that you will not:

1. Use the Services to commit a criminal offense or to encourage conduct that would constitute a criminal offense or give rise to any third-party claim, or otherwise violate any local, state, federal, or international law or regulation, including export control laws and regulations. Without limiting the foregoing, you agree that you will not use the Services in connection with the development, design, manufacture or production of nuclear, missile, or chemical or biological weapons;
2. Upload, post, or otherwise transmit any unlawful, threatening, libelous, harassing, defamatory, vulgar, obscene, pornographic, profane, deceptive, or otherwise objectionable Content;
3. Upload, post, or otherwise transmit through, to or otherwise using the Services any Content that infringes or violates any intellectual property right, publicity right, privacy right, or other right of any third party;
4. Upload, post, or otherwise transmit through, to or otherwise using the Services any Content that contains any malware, viruses, spyware, worms, or other malicious code or files;
5. Disrupt the normal flow of communication in the Services or otherwise act in a manner that negatively affects any other users' ability to use or benefit from the Services;
6. Interfere with or disrupt the Services or servers or networks connected to the Services, or violate any requirements, procedures, policies, or regulations of networks connected to the Services;
7. Access (or attempt to access) any part of the Services or Content through any automated means (including use of scrapers, scripts, robots, spiders, or web crawlers), or in any way circumvent the navigational structure or presentation of the Services;
8. Use the Services for any phishing, trolling, or similar activities, or to redirect users to other sites or encourage users to visit other sites; or to harvest or collect email addresses or other contact information of other users of the Services by automated or other means;

9. Impersonate or attempt to impersonate Cengage or a Cengage employee, another user, or any other person or entity, or post any information that misrepresents the identity, characteristics or qualifications of you or any other person, including the use of a pseudonym, or misrepresenting current or previous positions, qualifications or affiliations with a person or entity, past or present;
10. Frame or mirror any part of the Services;
11. Use metatags or code or other devices containing any reference to Cengage or the Services in order to direct any person to any other website or services for any purpose;
12. Use the Services in a manner contrary to the educational purpose of the Services, such as by posting answers to test or assessment questions provided through the Services; or
13. Otherwise use the Services in violation of these Terms.

### **Third-Party Services**

The Services may include services, offers, and promotions, or other technology provided by third parties ("Third-Party Services"). The applicable supplier of any Third-Party Services is an intended third-party beneficiary of these Terms and may enforce these Terms directly against you with respect to such Third-Party Services. Alternately, an Order (or activation process) for a Third-Party Service may include or be accompanied by a separate service, license, or other agreement ("Third-Party Agreement") and may be subject to additional fees as charged by the Third-Party Service, in which case that Third-Party Service is provided solely under the terms of that separate Third-Party Agreement.

Cengage may also provide you with certain "Third-Party Supplier Notices" in connection with the provision of Third-Party Services. The applicable Order (or activation process) for a Third-Party Service may include or be accompanied by Third-Party Supplier Notices. Additionally, by Your use of those Third Party Services including without limitation YouTube services, You agree to be bound by such Third Party Supplier Notices, including without limitation the YouTube Notices, which can be found at <https://www.youtube.com/t/terms>. If you do not agree to be bound by a Third-Party Supplier Notice, do not use the Third party Service.

Placing an Order for a Third-Party Service that includes a separate Third-Party Agreement and/or Third-Party Supplier Notices, or activating a Third-Party Service for which the activation process includes a Third-Party Agreement and/or Third-Party Supplier Notices, constitutes your acknowledgment that you have read and agree to all applicable Third-Party Agreements and Third-Party Supplier Notices. Cengage is not a party to, and is not liable for breaches of, any Third-Party Agreement.

From time-to-time Cengage, in its sole discretion, may provide offers and other promotions in conjunction with Third-Party Services. These offers and promotions are subject to the Third-Party Supplier Agreement. Participation in such offers and promotions is voluntary. Terms of such offers and promotions are subject to change and may end at any time without notice.

Cengage assumes no obligation or liability for: (1) the functionality or performance of Third-Party Services, including their content, accuracy, or reliability, or (2) the acts and omissions (including with respect to privacy practices) of the suppliers of Third-Party Services. You

acknowledge that a Third-Party Agreement might give the applicable third-party supplier rights with respect to your data beyond those allowed by these Terms or Cengage's Privacy Notice. Cengage does not guarantee that a third-party supplier will comply with its agreement with Cengage or its Third-Party Agreement with you, and Cengage is not required to enforce its agreement with a supplier of Third-Party Services.

### **Digital Rights Management**

A Service might contain or be accompanied by digital rights management technology or similar security technology designed to protect digital information against piracy and other misuse. You acknowledge that any such technology is not a defect in the Service. While accessing a Service, your internet-accessible device may be directly connected to an internet site operated by or on behalf of Cengage in order to upgrade that security technology. You hereby consent to the use and automatic upgrading of that security technology. You shall not circumvent, reverse-engineer, decompile, disassemble, or otherwise tamper with the security technology contained in or accompanying any Service.

### **Disclaimer of Warranties**

**The Services and Cengage Materials are provided by Cengage on an "as is" and "as available" basis. Cengage makes no representations or warranties of any kind, express or implied, as to the Services, Cengage Materials, or other information, content or materials made available through the Services, including the Cengage Modifiable Content, Shared Content, Open Content, Third-Party Services, or Collaboration Tools (collectively, the "Services Items"). You agree that your use of the Services, Cengage Materials, and Services Items is at your sole risk. The Services, Cengage Materials and Services Items could include inaccuracies or typographical errors. Advice received via the Services, Cengage Materials, and Services Items is informational only, does not constitute medical, legal, tax, financial, career, or other professional advice, and should not be relied upon for personal, medical, legal, career, or financial decisions. You should consult an appropriate professional for specific advice tailored to your situation. Cengage does not warrant or make any representations regarding the use of or the result of the use of any Services, Cengage Materials or Services Items in terms of their correctness, accuracy, reliability, or otherwise, and you (and not Cengage) assume the entire cost of all necessary servicing, repair and correction.**

**TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CENGAGE DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CENGAGE DOES NOT WARRANT THAT THE SERVICES, CENGAGE MATERIALS, OR SERVICES ITEMS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES, CENGAGE MATERIALS, OR SERVICES ITEMS OR THE SERVERS THAT MAKE THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.**

### **Limitation of Liability**

Neither Cengage nor its suppliers, nor their respective directors, employees, officers, or representatives will be liable for any damages of any kind arising from the use of or inability to use the Services, Cengage Materials, or Services Items including, but not limited to, any direct,

indirect, incidental, special, consequential, exemplary, or punitive damages, or any lost profits, lost data, or loss of revenue. Without limiting the foregoing, Cengage's total liability will at all times be limited to the fees you have paid to Cengage for the Services at issue during the prior three (3) months. The limitations in this paragraph shall apply to the extent permitted by applicable law.

You agree that Cengage is in no way responsible or liable for any grade or assessment you may receive through or otherwise related to any Services.

### **Indemnification**

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS CENGAGE, ITS AFFILIATES AND SUPPLIERS, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND REPRESENTATIVES, FROM ANY AND ALL DEMANDS, CLAIMS, ACTIONS, DAMAGES, LOSSES, LIABILITIES, COSTS, AND EXPENSES, INCLUDING ATTORNEYS' FEES AND COURT COSTS, DIRECTLY OR INDIRECTLY ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS OR USE OF THE SERVICES, CENGAGE MATERIALS, OR SERVICES ITEMS; ANY CLAIMS RELATED TO YOUR CONTENT; OR YOUR VIOLATION OF ANY OF THESE TERMS. This paragraph shall survive any expiration or termination of these Terms.

### **Collaboration Tools**

The Services may include comment areas, message forums, chat areas, and other collaboration tools ("Collaboration Tools"). You agree to use all Collaboration Tools in good faith and not in support of any business venture or entity. Cengage disclaims all responsibility and endorsement and makes no representation as to the validity of any opinion, advice, information, or statement made or displayed in any Collaboration Tools. Cengage is not responsible for any errors or omissions in Content provided through Collaboration Tools, including any hyperlinks embedded in any such Content. Under no circumstances will Cengage, or its affiliates, suppliers or agents be liable for any loss or damage caused by the Collaboration Tools, including your reliance on information obtained through the Collaboration Tools. The opinions expressed in or through any Collaboration Tools are solely the opinions of the participants, and do not reflect the opinions of Cengage.

### **Internet Links**

Some links within the Services may lead to websites controlled by third parties. Because Cengage has no control over these websites, Cengage is not responsible for such websites' content or accessibility via the internet and does not endorse products, services, or information provided by such websites. Cengage shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with, use or reliance on any Content, goods, or services available on or through any other website. Further, the inclusion of these links does not imply that there is any relationship between Cengage and the linked websites. Reference to other companies does not imply any partnership, joint venture, or other legal connection where Cengage would be responsible for the actions of their respective owners.

### **Privacy and Your Information**

Visit [www.cengage.com/privacy](http://www.cengage.com/privacy) for Cengage's Privacy Notice.

## Accessibility

Cengage provides a variety of programs and services to help make its educational materials accessible to users of all abilities. For additional information regarding Cengage's accessibility initiatives, see <https://www.cengage.com/accessibility>.

## Responsible Disclosure Surrounding Security

If you are a security researcher and have discovered a vulnerability in one of our Services, Cengage appreciates your help in reporting it to Cengage in a responsible and private manner.

Any identified vulnerability in our Services should be reported to [security@cengage.com](mailto:security@cengage.com). Reported vulnerabilities will be triaged by Cengage's Compliance and Security Team. To allow Cengage to best analyze the vulnerability, please include the following:

- URL of the vulnerable endpoint
- Type and description of vulnerability
- Steps to reproduce the vulnerability
- Your email address and any other pertinent contact information

Cengage does not want to limit the visibility we have into security risks in our Services. However, to protect our users and systems, you are prohibited from:

- Accessing, downloading, modifying, or removing data of accounts that do not belong to you;
- Performing any penetration testing on the sites in which the Services are provided or accessed;
- Performing any denial of service (DoS) attack, including a distributed DoS (DDoS) attack or other attack that would degrade the Services;
- Uploading or posting malicious software;
- Engaging in social engineering of other users, Cengage employees, or Cengage partners, of any kind, including phishing;
- Sending unsolicited communications, including emails, in-application chats, and SMS;
- Testing any third-party applications, websites, or services that integrate or link to the Services. and
- Physical attempts to access Cengage property or any data centers used to provide the Services.

Cengage does not currently participate in or offer a bug bounty program. You agree that you are not entitled to any compensation in relation to vulnerability identification or disclosure.

If you identify a valid vulnerability and comply with these Terms, Cengage will:

- Acknowledge the receipt of your vulnerability report;
- Work with you to understand and document the issue;

- Address the risk as deemed appropriate by Cengage;
- Not suspend or terminate your account; and
- Not pursue legal action against you.

### **Termination**

You agree that Cengage may terminate, suspend, or block your use of all or part of the Services, without liability or refund, if in Cengage's sole determination you have breached these Terms. You agree that upon termination of your participation in the Services for any reason, Cengage may delete all information related to you on or within the Services and may prevent your continued access to and use of the Services.

In order to protect the integrity of the Services, Cengage reserves the right at any time in its sole discretion to block users from certain IP addresses from accessing the Services.

### **Feedback**

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information submitted to Cengage relating to modifying or improving the Services ("Feedback"), whether solicited or unsolicited, are non-confidential. Cengage may use Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you. You grant to Cengage a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, transferable, sublicensable license to use Feedback, and in the event perpetual license terms are not allowed by law, the term shall be for the longest period as allowed by applicable law.

### **Career Services**

Cengage may in its discretion provide Services that help you identify an appropriate career and/or assist you in finding a job ("**Career Services**"). The terms above regarding Third-Party Services apply to Career Services provided through a third party.

Cengage does not promise or guarantee that any Career Services will be successful or that you will find job interviews or a job through any Career Services. Cengage has no control over any job listings or any organization that offers or fails to offer you a job, and you agree that Cengage is not responsible for such job listings, job offers, or the acts or omissions or any such organization. You are solely responsible for confirming the validity of any job offer or potential employer.

Your resume and other applicable information may be shared with interested parties as part of Career Services. You are responsible for ensuring that the information you provide is complete and accurate, and only contains information that you want to share.

Cengage may provide information relating to careers and searching for jobs as part of Career Services, for informational purposes only. You agree that Cengage is not acting as a job placement agency or staffing firm and is not providing professional career counseling services. It is your responsibility to perform and manage your own job search.

### **Changes to These Terms**

Cengage may change these Terms from time to time. When these changes are made, Cengage will make a new copy of these Terms available through the Services. You understand and agree

that your use of the Services after the date on which these Terms have changed constitutes acceptance of the updated Terms.

### **Miscellaneous**

All disputes arising out of or relating to these Terms, including all intellectual property issues and your rights and obligations, shall be governed by the laws (without regard to any conflicts of laws rules) and shall be subject to exclusive jurisdiction as set forth in the following paragraphs, based on your country of residence. Each party waives any objection to the identified venue or jurisdiction:

If you reside in the United States of America or any other country not stated below:

- The laws of the United States of America and the State of New York shall apply, with exclusive jurisdiction in the state or federal courts of New York County, New York.

If you reside in the United Kingdom or in EMEA or India:

- The laws of England shall apply, with exclusive jurisdiction of the English courts.

If you reside in Australia or Asia (excluding India):

- The laws of Australia shall apply, with exclusive jurisdiction in Australia courts.

The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply these Terms and is expressly excluded.

Services and Content are not available in all languages or in all countries. Cengage makes no representation that the Services, Cengage Materials, or Services Items are appropriate or available for use in any particular location. To the extent you choose to access the Services, you do so at your own risk and are responsible for compliance with any applicable laws, including applicable local laws.

These Terms are personal to you and you may not assign them or your rights or obligations under them to anyone. If any provision of these Terms is invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect. Cengage may assign its rights and obligations, or these Terms, in whole or in part.

The failure of Cengage to exercise or enforce any right or provision of these Terms does not constitute a waiver of such right or provision. No waiver of any term of these Terms by Cengage shall be deemed a further or continuing waiver of such term or any other term.

You and Cengage acknowledge and agree that no partnership, agency, joint venture, or employment relationship is formed between you and Cengage by your use of the Services, and neither you nor Cengage have the power or the authority to obligate or bind the other.

Cengage shall not be liable for any failure or delay in the performance of its obligations due to causes beyond its reasonable control, including but not limited to, war, terrorism, sabotage, insurrection, riot or other act of civil disobedience, strikes or other labor shortages, act of any government affecting the terms hereof, accident, fire, explosion, flood, hurricane, severe weather or other disaster.

These Terms along with any applicable Order and Supplemental Terms constitute the entire understanding between the parties pertaining to their subject matter, and any prior or other contemporaneous written or oral agreements between the parties are expressly superseded.

Any FAQs or similar documents included in or associated with the Services are for informational purposes only and are not deemed to be part of these Terms.

If Cengage provides a translation of the English language version of these Terms, the translation is provided solely for convenience, and the English version shall prevail.

When the term “including” is used in these Terms, it shall be interpreted to mean “including, without limitation,” so that the items after the term “including” are understood to be illustrative only and not a complete list.

### **Notice and Procedure for Making Claims of Copyright Infringement**

Note: the following information is provided exclusively for notifying Cengage that your copyrighted material might have been infringed. All other inquiries, such as requests for technical assistance, will not receive a response through this process.

Pursuant to the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c), to be effective, written notification ("Notification") of claimed copyright infringement must be submitted to the following **Agent Designated to Receive Notification of Claimed Infringement**:

Laura Stevens, General Counsel  
Legal Department, Cengage Learning, Inc.  
200 Pier Four Blvd  
Boston, MA 02210  
Phone: (617) 289-7700  
[infringements@cengage.com](mailto:infringements@cengage.com)

To be effective, the Notification must include the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
4. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted;

5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

## **Supplemental Terms**

### **Cengage.com**

#### **Textbook and Other Physical Product Purchases**

This section applies only if an applicable Order specifies that you are purchasing one or more: (1) printed books, printed materials, and other hard-copy content, or (2) electronic content and/or software contained on a CD, DVD, or other physical media ("Physical Products").

Cengage warrants that Physical Products you purchase from the Service will be provided according to your Order and in an acceptable condition. If you order a textbook: (1) Cengage may provide a hardback or paperback textbook at Cengage's discretion and depending upon availability, and (2) Cengage may provide an instructor's version if Cengage determines that the instructor's version is identical to the student version (besides instructor comments). You acknowledge that Cengage sells only U.S. edition textbooks.

Cengage will include supplemental materials, including CDs, DVDs, access codes, inserts, workbooks, and study guides, with your textbook only if your Order specifically includes those supplemental materials.

Software and other licensed Physical Products are governed by the terms of the end user license agreement, if any, that accompanies or is included with or in the installation sequence for that Software or Physical Product, and are licensed and not sold.

#### **Shipping Terms**

Cengage shall ship Physical Products in accordance with Cengage's shipping terms stated in the "Shipping Details" section of the Service, and all applicable shipping charges will be clearly displayed during the Order checkout process.

#### **Textbook Rentals**

This Section applies only if an applicable Order specifies that you are renting one or more textbooks, including without limitation, those rental offers included in a Cengage Unlimited or Cengage eTextbook subscription.

Cengage warrants that textbooks you rent from the Service will be provided according to your Order and in an acceptable condition. Cengage may provide a hardback or paperback textbook at Cengage's discretion and depending upon availability, and Cengage may provide an instructor's version if Cengage determines that the instructor's version is identical to the student version (besides instructor comments). You acknowledge that Cengage rents only U.S. edition textbooks, and rentals may not be available in all countries.

Not all Cengage products are available for rental. Specifically, ancillary materials such as consumable workbooks, study guides, as well as loose-leaf versions and some custom versions may not be available for rent. Cengage will include supplemental materials, such as CDs, DVDs, access codes, and inserts, with your textbook only if your Order specifically includes those supplemental materials.

Rented textbooks are the property of Cengage Learning.

You must return a rented textbook within the first 21 days after the Order date to receive a full refund of the rental price and sales tax (but not the shipping and handling charges unless you received a damaged textbook) on condition that each returned textbook is returned separately using its own prepaid shipping label (which may be retrieved from the "My Rentals" section of the "My Account" portion of the Service) and is received by Cengage (not postmarked) on or before the 21<sup>st</sup> day after the Order date. You will not receive a refund if: (1) you return the more than 21 days after the Order date, or (2) you do not return the textbook using the Service's prepaid shipping label, or (3) you do not return the textbook (including all supplemental materials provided with the textbook) in its original condition. A return shall consume a free rental as part of the Cengage Unlimited and Cengage Unlimited eTextbooks offer.

Cengage will notify you via email after your return and refund request has been received and processed, which processing normally takes 2 to 3 weeks. Cengage will issue refunds to the credit card or other payment method you used to place your Order. It normally takes 5 to 10 business days for financial institutions to post a refund transaction.

If you rent one or more textbooks, you acknowledge that: (1) Cengage or its third-party processor may store your credit card or other payment method information, (2) Cengage may charge you additional amounts for lost, stolen, unreturned, or damaged textbooks, and (3) Cengage may charge you an additional amount if you choose to extend your rental period and/or buy your rented textbook. Cengage may charge any such additional amounts to your credit card in accordance with these Terms.

- Cengage has structured Cengage's rental periods to fit the needs of a college student. The rental periods are as follows: Semester (130 days). This rental period is designed for students attending full semesters. The rental period begins on the date of your Order and ends at midnight at the end of the 130th day after the date of your Order, both dates inclusive ("Semester Due Date"), and your return must be received by Cengage (not postmarked) on or before the Semester Due Date .
- Quarter (90 days). This rental period is designed for students attending quarters or in a Master's program. The rental period begins on the date of your Order and ends at midnight at the end of the 90th day after the date of your Order, both dates inclusive ("Quarter Due Date"), and your return must be received by Cengage (not postmarked) on or before the Quarter Due Date.
- Summer (60 days). This rental period is designed for students taking summer courses or those taking intense (condensed) courses year-round. The rental period begins on the date of your Order and ends at midnight at the end of the 60th day after the date of your Order, both dates inclusive ("Summer Due Date"), and your return must be received by Cengage (not postmarked) on or before the Summer Due Date.

- Cengage Unlimited and Cengage Unlimited eTextbooks Rentals. This rental period is designed for students who have purchased a subscription to Cengage Unlimited or Cengage Unlimited eTextbooks and have taken advantage of the free rental offers with that subscription. The rental period begins on the date of your Order and ends at midnight of the earlier of 12 months from the date of Order or the end of your subscription ("Subscription Due Date"), and your return must be received by Cengage (not postmarked) on or before the Subscription Due Date.

You may extend your rental period's Due Date. Cengage currently offers 15, 30, 90, and 130-day extensions. from the My Rentals page which can be accessed from your account dashboard. After you successfully complete the rental extension process, your rental period's Due Date (available on the "My Rentals" section of the "My Account" portion of the Service) will automatically be extended by the number of days selected, upon receipt of the additional fee. A Cengage Unlimited or Cengage Unlimited eTextbooks subscription rental may also be extended for an additional fee. An extension shall not consume a free rental as part of the subscription.

You may purchase your rented textbook in accordance with the purchase process explained in the Frequently Asked Questions (FAQ) section included in the Service Center at any time after the 21 day cancellation period but before its Due Date. Your purchase price will be the difference between the textbook's then current list price and the total sum of rental fees (including rental extension fees) already paid by you for that textbook. After you complete the textbook purchase process, the textbook will become your property and Cengage will update your account to reflect that the textbook was purchased.

To ensure delivery and proper accounting of your return, you must return your rented textbooks to Cengage by using the prepaid shipping label (which is available in the "My Rentals" section of the "My Account" portion of the Service). You shall return each textbook separately using its own prepaid shipping label. You are responsible for printing out and affixing the prepaid shipping label to the outside of your return shipment.

You shall include with your returned textbook all supplemental materials that were provided with the textbook, including CDs, DVDs, access codes, inserts, workbooks, and study guides. If a supplemental item is found to be missing, Cengage may charge you a damage fee in accordance with these Terms. You shall ensure that only required items are included in your return shipment, and Cengage will not be liable for items that are inadvertently returned with your textbook.

Cengage is not liable for shipments that do not follow Cengage's return process, including: (1) shipments that do not use Cengage's prepaid shipping label and (2) shipments that are not properly dropped off at a UPS location (you may not request a UPS pick up, and if you do, your account will be charged for the associated cost).

Please note that the Service will be unavailable for use occasionally, including during periods when Cengage is performing preventive maintenance or upgrades. Therefore, you should print your return shipping label a few days before you plan on shipping back your textbooks. Cengage is not liable for textbooks that are returned late due to the Service being unavailable.

For more information on Cengage's process for returning rented textbooks, visit the Frequently Asked Questions (FAQ) section of the Service Center.

## **Late Fees and Buy Outs**

If you do not return your rented textbook on or before your rental period's Due Date for any reason (including if the textbook is lost or stolen), Cengage may charge a late fee. If you do not return the book within 15 days of the Due Date, Cengage will charge your account the difference between the textbook's then current list price and the total sum of rental fees (including rental extension fees and late fees) already paid by you for that textbook and Cengage will update your account to reflect that the textbook was purchased. You are responsible for keeping track of your rental periods and Due Dates. Cengage is not responsible for notifying you regarding the expiration of your rental periods, and you acknowledge that Cengage provides any such notifications solely as a courtesy.

You are responsible for maintaining your rented textbook in the same condition as when it was received by you, reasonable wear and tear excepted. You are liable for all damage to a rented textbook and Cengage will charge you damage fees as reasonably determined by Cengage, based on the extent of that damage. Cengage will follow the following guidelines in assessing the condition of returned rented textbooks:

- Handwriting is not allowed.
- Limited highlighting in your rented textbook is allowed but highlighting that hinders the readability of the textbook or that Cengage reasonably deems excessive is not allowed.
- Cengage may charge you a damage fee if you do not return your textbook with all of the supplemental materials (including, as applicable, CDs, DVDs, access codes, inserts, workbooks, and study guides) that were provided with the textbook.
- If your rented textbook is returned damaged beyond reasonable wear and tear (for example, cover ripped off, pages torn out, excessive water damage), Cengage may charge you a damage fee equal to the difference between the textbook's then current list price and the total sum of rental fees (including rental extension fees and late fees) already paid by you.
- You shall package returned textbooks appropriately (for example, bubble wrapped) to keep them from being damaged during shipping. If your rented textbook is returned to Cengage as damaged, you will be liable for such damage, and the textbook will remain the property of Cengage Learning.

If you receive a damaged textbook from Cengage, you may return the damaged textbook within 21 days after the Order date in accordance with the refund and return policy in this Section, so please inspect each item thoroughly upon receipt.

For purposes of this section, "list price" means the list price of the textbook advertised on the Service at the then current date.

## **Warranty Disclaimer**

**Except as set forth above, the Physical Products and rented textbooks are provided by Cengage on an "as is" basis, and Cengage makes no representations or warranties of any kind, express or implied, as to the Physical Products or rented textbooks. You agree that your use of the Physical Products and rented textbooks is at your sole risk. The Physical Products and rented textbooks could include inaccuracies or typographical**

errors. Cengage does not warrant or make any representations regarding the use of or the result of the use of any Physical Products or rented textbooks in terms of their correctness, accuracy, reliability.

**TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CENGAGE DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

### **Refunds for Purchases of Digital Services and Physical Products made on Cengage.com**

In some limited circumstances for Services and products purchased directly from Cengage.com only, Cengage may offer a refund opportunity for a limited period of time (the "Refund Period"). During the Refund Period, if eligible, you may be able to cancel access to the Services and receive a full refund of the Fees paid. Refunds will be processed back to the payment method used to make the initial purchase. Refunds for digital and physical product returns can take up to 30 days to process. Thereafter, it can take an additional 30 days for your credit card or bank to reflect the credit, and up to 150 days for Cengage to process other payment method(s). When available and for eligible purchases, you may self-serve a refund from your account dashboard. For more information on the refund policy, please review the FAQs available on the Support Center. Refund policies are subject to change without notice.

## **MindTap**

### **Special Provisions Applicable to Developer Offerings**

Cengage collaborates with developers to offer them the use of the Service to develop services and/or content designed to enhance your experience with the Service ("Developer Offering"). Developer Offerings are not provided under these Terms, but are instead provided under separate terms that are included or accompany the Order (or the activation process) for a given Developer Offering ("Developer Offering Terms"). Placing an Order for a Developer Offering that includes Developer Offering Terms, or activating a Developer Offering for which the activation process includes Developer Offering Terms, will be deemed to constitute your acknowledgment that you have read and agree to all applicable Developer Offering Terms, including those provided only in the English language. You acknowledge that Cengage is not a party to, and Cengage is not liable for breaches of, any Developer Offering Terms, and that Cengage is an intended third-party beneficiary of, and may enforce directly against you, all such Developer Offering Terms.

When you use a Developer Offering, Cengage or the Service may furnish the following information about you to the Developer Offering: (1) your role (for example, instructor or student); (2) your institution or organization; (3) your name; (4) your user ID (for example, email address); (5) the ISBN of the Services you ordered and the ISBN of the Title's corresponding physical textbook; (6) your Course ID (identifying the type of Course in which you are enrolled, for example, Introduction to Chemistry) and course key (an instructor-created identifier used by students to register for that instructor's Course); and (7) your Course's Snapshot ID (an ID generated by the Service that identifies the specific Course for which the applicable Title has

been adopted, for example, “Professor Smith’s Introduction to Chemistry class at State University”). The Developer Offering Terms between you and the applicable Developer (and not these Terms) governs the use, storage, and transfer by that Developer and its Developer Offering of Your Content and your other information. You acknowledge that the Developer Offering Terms with a Developer might give the Developer rights with respect to your data beyond those allowed by the Developer’s agreement with Cengage and beyond those allowed by the Cengage Terms of Use including these Supplemental Terms or Cengage’s Privacy Notice. Cengage does not guarantee that each Developer will comply with its developer agreement with Cengage or its Developer Offering Terms with you, and Cengage is not required to enforce a developer agreement against a Developer.

A Developer Offering is either a Cengage-Hosted Developer Offering or a Developer-Hosted Developer Offering. Cengage’s only obligations with respect to Developer Offerings are to: (1) obtain and collect payment for your Developer Offering Order, and (2) host and provide you with online access to the functionality of Cengage-Hosted Developer Offerings in the same manner that Cengage hosts and provides you with online access to the functionality of Services developed by Cengage. Cengage is not responsible or liable for: (1) the availability, delivery, functionality, or performance of Developer Offerings, including their content, accuracy, or reliability or (2) the acts and omissions (including privacy practices) of the developers of Developer Offerings.

## **Mobile App**

### **Apple-Specific Terms**

The terms in this Section and any other terms required by Apple, Inc. (“Apple”) apply if you are using a mobile application (“App”) distributed by Cengage on an Apple iOS device (iPhone, iPod, or iPad).

These Terms are between you and Cengage only, and not Apple. Cengage, not Apple, is solely responsible for the App and its content. Apple, and Apple’s subsidiaries, are third party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary of these Terms.

You may only use the App on an iPhone, iPod Touch, iPad, or other Apple device that you own or control and as permitted by (i) the App Store Terms and Conditions and (ii) these Terms.

Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App. In the event of any failure of the App to conform to any applicable warranty, then you may notify Apple and Apple will refund the purchase price for the App to you. To the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to the App.

You acknowledge that Apple is not responsible for addressing any claims by you or any third party relating to the App or your possession and/or use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of

any third party claim that your possession and use of the App infringes that third party's intellectual property rights.

You agree to comply with any applicable third-party terms, when using the App.

### **Cengage Services**

The App may allow you to use certain aspects of the Services and/or third-party services and websites (the "Cengage Services"). To use Apps that are associated with specific Cengage Services, you must obtain an appropriate account to use those Cengage Services.

### **Privacy; Consent to Use of Data**

You agree that Cengage may collect and use technical data and related information, including technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to the App. Cengage may use this information, as long as it is in a form that does not personally identify you, to improve its products or to provide services or technologies to you. Cengage also makes the following App-specific privacy disclosure: Cengage's analytics service provider may collect the following information: your device's Unique Device Identifier (UDID), technical information about the App (such as version number), App session information, and your preferred time zone. After collecting such information, Cengage's analytics provider will assign a new unique number to replace the UDID and will delete the UDID. The information is then aggregated and used by Cengage to measure the use and performance of the App. Cengage may publicly disclose the aggregate information. Cengage will not share the UDID or any other individual App user data with third parties, except in the case of a court order, subpoena, or a lawful government demand.

### **Open Source**

The App may contain or be provided together with open source software. Each item of open source software is subject to its own applicable license terms, which may be found in the App documentation or the applicable help, notices, about or source files. Copyrights to the open source software are held by the respective copyright holders indicated therein.

### **Push Notifications**

When you are logged into the App, you may receive a message asking if you would like to allow push notifications. Push notifications are a way for an application to deliver information, including alerts, sounds and icon badges to your mobile device. Push notifications can be delivered whether or not you are currently logged-in to and/or using the application and whether or not the device is locked and/or in sleep mode. The following are examples of the types of push notifications we may send depending on your account and/or your preferences: Due date reminders, instructor messages, Cengage announcements, activity due date changes, activity score changes and activity comments. Cengage does not charge a fee for sending push notifications, but fees may be imposed by your carrier or service provider depending on your data plan. If you do not wish others to view your notifications, you should establish a passcode lock for your device, lock it when not in use and guard your devices screen when it is unlocked. If you do not wish to receive push notifications from us, click "Don't Allow" or other similar button when prompted. If you allow push notifications from us but later decide you no longer want to

receive them, you can adjust your settings in the App menu, if available, or turn them off through your device notifications settings.

#### **Wireless Service Disclaimer**

**ACCESS AND USE OF THE APP AND SERVICES OCCURS ACROSS THE NETWORKS OF A NUMBER OF WIRELESS SERVICE PROVIDERS. CENGAGE DOES NOT OPERATE THESE NETWORKS AND HAS NO CONTROL OVER THE OPERATIONS OF THE WIRELESS SERVICE PROVIDERS. CENGAGE WILL NOT BE LIABLE TO YOU FOR ANY CIRCUMSTANCES THAT INTERRUPT, PREVENT OR OTHERWISE AFFECT THE TRANSMISSION, COMMUNICATION, POST, OR TRANSACTION OR OTHERWISE INTERFERE WITH THE INTEGRITY THEREOF, INCLUDING, WITHOUT LIMITATION, UNAVAILABILITY OF WIRELESS SERVICE, COMMUNICATIONS, NETWORK DELAYS, LIMITATIONS ON WIRELESS COVERAGE, SYSTEM OUTAGES, OR INTERRUPTION OF A WIRELESS CONNECTION. CENGAGE DISCLAIMS ANY RESPONSIBILITY FOR ANY WIRELESS SERVICE USED TO ACCESS THE APP AND SERVICES. USE OF THE APP AND SERVICES WIRELESSLY MAY INVOLVE THE ELECTRONIC TRANSMISSION OF PERSONAL INFORMATION ACROSS THE NETWORKS OF WIRELESS SERVICE PROVIDERS. BECAUSE WE DO NOT OPERATE OR CONTROL THE WIRELESS NETWORKS USED TO ACCESS THE APP AND SERVICES, WE CANNOT GUARANTEE THE PRIVACY OR SECURITY OF WIRELESS DATA TRANSMISSIONS. ADDITIONALLY, THE WIRELESS DEVICE BROWSER IS GENERALLY PRE-CONFIGURED BY YOUR WIRELESS INTERNET SERVICE PROVIDER. CHECK WITH YOUR SERVICE PROVIDER FOR INFORMATION ABOUT THEIR SECURITY PRACTICES. CENGAGE WILL TREAT YOUR DATA IN ACCORDANCE WITH THE CENGAGE PRIVACY NOTICE. YOUR WIRELESS SERVICE PROVIDER (INCLUDING WITHOUT LIMITATION ANY ROAMING WIRELESS SERVICE PROVIDER AND ANY WIFI HOT SPOTS) MAY LEVY FEES OR CHARGES FOR TRANSMISSION OR RECEIPT OF MESSAGES AND OTHER COMMUNICATIONS PERFORMED USING YOUR EQUIPMENT ON THE WIRELESS SERVICE PROVIDER NETWORK, AND YOU ARE SOLELY RESPONSIBLE FOR SUCH CHARGES.**

#### **U.S. Legal Compliance**

You may not use or otherwise export or re-export the App except as authorized by United States law and the laws of the jurisdiction in which the App was obtained. In particular, but without limitation, the App may not be exported or re-exported (a) into any 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 (b) to anyone listed on any U.S. Government list of prohibited or restricted parties. By using the App, you represent and warrant that you are not located in any such country or on any such list.

#### **Commercial Status**

The App and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as

Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights are reserved under the copyright laws of the United States.

### **Questions**

For all customer service questions related to the App and your account, please visit [www.cengage.com/support](http://www.cengage.com/support) or call 800-354-9706, or write to Cengage Learning, Inc. at 200 Pier Four Blvd, Boston, MA 02210.

## **WebAssign**

WebAssign, a Cengage Service made available at [www.webassign.com](http://www.webassign.com), includes online homework delivery, grading, and assessment functionality, and is available to instructors through paid subscription, for specified classes and time durations. The main purpose of the WebAssign Service is to provide instructors with a secure, accessible platform in which to assign and grade homework and assessments, in order to assess student performance and comprehension. The WebAssign Service can also be used for quizzes, tests, labs, and self-study depending on the instructor's application of the WebAssign Service. In the WebAssign Service, course materials, including textbooks, questions, answers, multimedia files, and ebooks, are accessible to students between the start and end dates, set by the instructor, of the courses for which access has been purchased. This restriction applies to single-semester access, multi-semester access, and Lifetime Of Edition access ("Lifetime of Edition" means that the student has access to course materials whenever that student is enrolled in a course within the same institution where the same edition of such materials is being used).

The WebAssign Service may be used only in conjunction with an educational course offering in which you are enrolled or which you are teaching or administering, as applicable.

### **WebAssign IDs**

Student usernames and passwords may be provided to WebAssign for use with the WebAssign Service by the instructor (or, if the instructor chooses and if available, by self-enrollment functionality). WebAssign determines any applicable institution code. You should change your password before starting to use the WebAssign Service, to prevent unauthorized access to your assignments. To facilitate communication between WebAssign and users of the WebAssign Service, and for retrieval of login information, we use email addresses.

If your WebAssign Services account has been set up by your instructor or other administrator, your instructor or administrator may be able to access or disable your account. WebAssign shall have no liability for any acts or omissions of your instructor or other administrator.

### **Shared Content**

You may be able to specify that Shared Content is generally available for use by all other WebAssign Service users, or only to the WebAssign Service users that you specifically allow to use the Shared Content.

## **Questia**

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