



ORDER FORM

Subscriber: FLORENCE ELEMENTARY SCHOOL

Address: 103 CENTER ST FLORENCE, KY 41042-1993

Term: 7/1/2021 to 6/30/2022

Services	Start Date	End Date	Qty	Unit of Measure	Discounted Price	Total
Discovery Education Experience	7/1/2021	6/30/2022	1	Site	USD 1,881.45	USD 1,881.45
TOTAL:						USD 1,881.45

This Order Form and the Discovery Education Standard Terms of Services and License available at discoveryeducation.com/terms-and-conditions ("Standard Terms") constitute the entire agreement between Subscriber and Discovery Education, Inc. for the Services. By signing below, the Subscriber and Discovery Education, Inc. agree to be bound by this Order Form and the Standard Terms as of the date of last signature below.

FLORENCE ELEMENTARY SCHOOL

Discovery Education, Inc.

By: _____ **By:** _____
(Signature Required) (Signature Required)

Title: _____ **Title:** _____

Printed Name: _____ **Printed Name:** _____

Date: _____ **Date:** _____

Please return Exhibit A with the signed Order Form.



**EXHIBIT A
LICENSED SCHOOLS**

FLORENCE ELEMENTARY SCHOOL - 103 CENTER ST, FLORENCE, KY. 41042-1993 United States		
PRODUCT NAME	START DATE	END DATE
Discovery Education Experience	07/01/2021	06/30/2022

DISCOVERY EDUCATION, INC. & MYSTERY ORGANIZATION, INC. PRIVACY POLICY

Last Updated: January 8, 2021

This Privacy Policy ("Policy") describes how Discovery Education, Inc. ("Discovery Education") and Mystery Organization, Inc., a subsidiary of Discovery Education, Inc., ("Mystery Science") and their subsidiary and affiliated companies that are incorporated in the United States of America only (collectively, "we," "us," or "our") collect, use, and otherwise process personal information about our customers and users of our websites and services. Discovery Education is an Illinois corporation and Mystery Science is a Delaware corporation, each of whose main office is located at 4350 Congress Street, Suite 700, Charlotte, NC 28209.

1. Who We Are

Discovery Education and Mystery Science are online education service providers that produce and deliver high-quality digital content for K-12 education and beyond, including digital lessons, textbooks, streaming media, and other rich content. The services we offer enable teachers and students to participate in enhanced learning experiences. Depending on the context of the personal data you or your school provides, we may be the data "controller" or "business", or "processor" or "service provider" of your personal data under applicable data protection laws. We are a "processor" or "service provider" of our customer data, personal data submitted to the Services or collected through the Services on behalf of or at the direction of the subscriber (the schools or school districts who are the "controllers" of the personal data), and personal data we receive or collect from the subscriber. When we are acting as a "processor" or "service provider", we will only process the personal data on behalf of and subject to the terms of its contract with the subscriber, to the extent such contract exists, unless otherwise required by law. If you have questions about our processing of your personal data on behalf of a subscriber, please refer to the subscriber's privacy policy.

2. Scope

We respect the privacy of our customers and visitors of our websites (identified below); users of our online subscription services and digital lessons; participants in contests, promotions, challenges, or sweepstakes; participants of our surveys; educators who attend training or Professional Development, or participate in the Discovery Educator Network ("DEN"); and attendees of conferences, trade shows or other events (collectively, the "Services"), and have developed this Policy to demonstrate our commitment to protecting your privacy. For the purposes of this Policy, the term "Websites" shall refer collectively to www.discoveryeducation.com, www.mysteryscience.com, www.mysterydoug.com as well as any other websites that we operate (such as our corporate and non-profit education partner websites) and that link to this Policy.

In order to deliver our Websites and Services to you, from time to time we collect personal information. This Policy describes:

- The types of personal information we may collect or that you may provide when you visit our Websites or use our Services; participate in a contest, promotion, challenge, or sweepstakes; participate in a survey or provide feedback, communicate with us; register for Professional Development; participate in the Discovery Educator Network (“DEN”); or attend a conference, trade show or other event.
- Our practices for collecting, using, maintaining, protecting, and disclosing that personal information.

This policy DOES NOT apply to:

- Personal information we collect offline or through any other means except as provided for herein.
- Personal information we collect about job applicants, independent contractors, service providers, or current or former full-time, part-time and temporary employees and staff, officers, directors or owners of Discovery Education or Mystery Science.
- Information that you provide to or is collected by any third party, including through any third-party application or content that may link to or be accessible from or on the Websites or Services. These third parties may have their own privacy policies, which we encourage you to read before providing information to them.

Our Websites and Services may contain links to third-party websites, which do not operate under this Policy. These third-party websites may independently solicit and collect personal information from you. While we strongly support the protection of privacy on the internet, we do not have control over, and cannot be responsible for, the actions of other third parties. We encourage you to review the privacy policies of all third-party websites you visit to understand their information practices before providing personal information directly to them.

In this Policy, “personal information” means information relating to an identified or identifiable natural person. An identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, and online identifier or to one or more factors specific to his/her physical, physiological, genetic, mental, economic, cultural, or social identity. Personal information does not include aggregate information or de-identified information, meaning that the information can no longer be attributed to an identifiable natural person without the use of additional information. Additionally, personal information does not include publicly available information, which is information that is lawfully made available from federal, state, or local government records.

Personal information is required for us to be able to provide the Services to you. In addition, some of the Services we provide require that we disclose your personal information to third parties, such as to companies that help us to provide our Services. If you are not willing to provide your personal information and have it disclosed to third parties in accordance with this Policy, you will not be able to use our Services.

Please read this Policy carefully. It is your choice whether or not to provide personal information to us. If you choose not to provide your personal information to us, you may not be able to use our Websites and Services and we may not be able to communicate with you. If you do not agree

with our policies and practices, do not access or use the Websites and Services. **By accessing or using the Websites and Services, you accept and agree to be bound and abide by our Privacy Policy.**

3. Information We Collect and How We Collect It

We may collect several categories of personal information from or about you, including information:

- By which you may be personally identified, including your full name, email address, username, and/or image.
- That is about you but individually does not identify you, including your grade in school, your age, what grade you teach, your feedback and survey responses on our Websites and Services, professional development, and training (e.g., how you feel about the quality and quantity of activities in the Science Techbook, how likely you are to recommend the Websites or Services to others, or how you rate a particular digital lesson), and geographic location information (e.g., address, country, state, city and/or postcode).
- About your internet connection, the equipment you use to access our Websites and Services and other usage details (e.g., session duration, number of actions per session, feature usage, and whether you complete videos or lessons).

We collect this information:

- Directly from you when you provide it to us, such as when you register to use our Websites and Services; register for training, professional development, a challenge, promotion, contest and/or sweepstake; participate in a survey or provide feedback; sign up to receive marketing communication and newsletters from us; or when you contact us.
- From your school district, school, or a services provider in order to provide you with access to the Websites and/or Services.
- From a colleague who may refer you to us.
- From our marketing and research partners who help us connect with educators or conduct research and surveys on our behalf.
- Automatically from your device when you access or use our Websites and Services.

A. Information Provided by You

We collect the following types of personal information from you when you access our Websites and Services. The most common of these circumstances where you would provide personal information and the categories of personal information we collect in those circumstances include the following:

- i. Purchasing a Subscription or Membership.** When you purchase a subscription or membership to our Services, we may collect information necessary to process your transaction, including your name, email address, mailing address, phone number, payment information, such as a credit card number and/or other related

information that may be required from you to complete your purchase ("Financial Information"). Unless we tell you otherwise at the time of your purchase, we do not collect, store or maintain your Financial Information; rather this information is handled by our Service Providers. For more information on how your information is shared in these instances, please see the "Third-Party Payment Processing" Section below.

- ii. **Using Our Websites and Services.** In order to use certain features of our Websites and Services, you (or your school) may be required to create a password-protected user account and provide us with personal information, including first name, middle initial, last name, username (Logon ID), password, teacher ID, teacher email, student ID, student grade, parent/guardian name, and parent/guardian email. We will store and use this information to administer the Websites and Services in which you choose to participate. Mystery Science does not require or allow students to create Mystery Science user accounts.
- iii. **Account Registration on Our Corporate and Non-Profit Education Partner Websites (non-subscription services).** We may collect your first and last name and email address if you choose to provide it in connection with your account registration on our Corporate and Non-Profit Education Partner Websites.
- iv. **Discovery Educator Network STAR Educator Program and Leadership Council.** If you apply to join the DEN STAR Educator Program or the Leadership Council, we may collect your name, email address, role, grade, subject, social media handles and websites, school district, school name, picture, supervisor's name, supervisor's role, and supervisor's email, and details of how you incorporate our Services, such as our Techbooks or Coding program, into your curriculum through the application process. If you are accepted to the DEN STAR Educator Program or the Leadership Council, we may ask you to submit an activity report that details how you have shared your knowledge about our Services with other educators periodically throughout the school year.
- v. **Contacting Customer Service.** When you contact our customer service, we may ask you to provide, or confirm, personal information, including your first and last name, job title, email address, phone number, city, state, school or district, so that we can better serve you.
- vi. **Challenges, Promotions, Contests or Sweepstakes.** If you enter a challenge, promotion, contest, or sweepstake, we may ask you to provide personal information, including first name, last name, birth date and/or age, home address, email address, grade, school, and/or a video, so that we can consider your entry and, if you win, so that you may redeem your prize.
- vii. **Newsletters.** For non-student users of the Websites and Services, we may collect your email address, first and last name, and zip code if you sign up to receive our newsletters.

- viii. **Participating in a Survey or Providing Feedback.** We may contact you to participate in surveys or provide feedback. If you participate in a survey, we may ask you to provide personal information, including your name, session ID, job title, grade level you teach, your school name, and your school district for internal analysis, research studies, and to support product and services development.
- ix. **Promotional or Marketing Communications.** If you sign up to receive promotional communications or notifications from us, we may ask you to provide personal information, including name and email address, so that we can provide these to you.
- x. **Featured Questions.** From time to time, we may want to feature questions and comments we receive from you and your students. To submit a Featured Question, we collect the email address of the teacher, and the first name of the student and their grade system (e.g., United States grades). If the question is selected to appear as a Featured Question on our Websites, we will send you a permission form to obtain appropriate consent from the student's parent or legal guardian for the student to appear in the featured video. Participation in this recorded video is optional, and we will never proceed without a signed consent form.
- xi. **Interactive Features.** We may offer interactive features such as commenting functionalities, "likes," chat services, review forums, tips, and social media pages. We may collect the information you submit or make available through these interactive features. Any information you share on the public sections of these channels will be considered "public" and is not subject to privacy protections referenced in this Policy. We may access and use any of your public reviews along with your member profile name for any purpose, including marketing.
- xii. **Professional Development, Training Conferences, Trade Shows, and other Events.** We may host professional development and training events, and may attend conferences, trade shows, and other events where we collect personal information from individuals who interact with or express an interest in us and/or the Services.
- xiii. **Registering for Events.** When you register for an event, such as professional development, we may collect your name, job title, professional email address, phone number, mailing address, state, school district, and school name during the registration process.
- xiv. **Referrals.** Some of our Services may allow you to refer other educators to use our Services by providing their names and email addresses. We will use the email addresses you provide to send an email inviting the recipient to use our Services. If the recipient does not respond to the invitation, we may send a single reminder email.

The above list provides examples of the personal information that may be collected when using our Websites and Services. **If you do not want us to collect your personal information, please do not provide it to us.**

B. Information that We Collect Automatically From You On Our Websites and Services, and the Technologies We Use to Collect It

We may automatically collect information from you when you visit or access our Websites and Services. We use this information to deliver our webpages to you upon request, to tailor our Services to the interests of our users, to learn how our Websites and Services are used, and to measure traffic and usages within our Websites and Services.

- i. **Usage Details.** When you access and use our Websites and Services, we may automatically collect certain details of your access to and use of our Websites and Services, including, but not limited to, location data, time of visit, length of time your visit and of specific pages, page views, scroll depth, logs, scoring content that you are interested in, referring or exit website address, the content of any undeleted cookies that your browser previously accepted from us, and other communication data and the resources that you access and use on or through our Websites and Services.
- ii. **Device Information.** We may collect information about the device and internet connection you use to access our Websites and Services, including, but not limited to, the device's unique device identifier, IP address, operating system, system configuration information, browser type, network information, internet service provider, JavaScript support, language preferences, screen resolution, and screen color processing ability.
- iii. **Interacting with Social Media Sites.** If you choose to join (or "like") our page on a third party's social media site, the social media site may provide us with certain information about you, including but not limited to your other "likes," your email address, place of residence and other information from your public profile if you interact with our social media pages, Facebook, Twitter, LinkedIn, Pinterest, etc., so we can tailor our interactions to you. Please see the privacy policy for the applicable social media site to learn more about how these sites share your personal information.

We use various technologies to collect information from your computer or other device and about your activities on our Websites and Services, including:

- i. **Cookies.** When you visit our Websites and/or Services, we may assign your device one or more cookies to help you navigate our Websites efficiently, to personalize your online experience, and to perform certain functions, including website traffic analysis. Through the use of a cookie, we also may automatically collect information about your online activity on our site, such as the web pages you visit, the links you click, and the searches you conduct on our site. A cookie is a small

text file that is stored on a user's computer for record keeping purposes. Cookies can be either session cookies or persistent cookies. A session cookie expires when you close your browser and is used to make it easier for you to navigate our website. A persistent cookie remains on your hard drive for an extended period of time. For example, when you sign in to our Websites and Services, we will record your username (Logon ID), and the name on your user account in the cookie file on your computer. We store your unique user ID in a cookie for automatic sign-in. This cookie is removed when you sign-out. For security purposes, we will encrypt the unique user ID and any other user account-related data that we store in such cookies. In the case of sites and services that do not use a user ID, the cookie will contain a unique identifier. We may allow our authorized service providers to serve cookies from our website to allow them to assist us in various activities, such as providing analysis and research on the effectiveness of our Website, content, and advertising. Most browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies. You may delete or decline cookies by changing your browser settings (click "Help" in the toolbar of most browsers for instructions). If you do so, some of the features and services of our Websites and/or Services may not function properly. To read more about how we use cookies, please review our Cookie Policy, <https://www.discoveryeducation.com/learn/cookie-policy/>.

- ii. **Pixels and Other Technologies.** We may use pixel tags (also known as clear gifs, web beacons, or web bugs), including pixel tags placed by our third party vendors, including Smartlook, Facebook, Pinterest and LinkedIn, to advertise our Services to previous visitors to our Websites when they visit other websites and social networks, and to measure the effectiveness of our ad campaigns. We also may include pixel tags in marketing and promotional email messages or newsletters to determine whether messages have been opened and acted upon. The information we obtain in this manner enables us to customize the services we offer our Websites and Services visitors, to deliver targeted advertisements, and to measure the overall effectiveness of our online advertising, content, programming or other activities. Pixel tags are tiny graphics with a unique identifier, similar in function to cookies, and are used to track the online movements of web users or to access cookies. Unlike cookies, which are stored on the user's device, pixel tags are embedded invisibly on web pages (or in email) and are about the size of the period at the end of this sentence. Pixel tags may be used to deliver or communicate with cookies, to count users who have visited certain pages and to understand usage patterns. We also may receive an anonymous identification number if you come to our site from an online advertisement displayed on a third-party website.
- iii. **Google Analytics.** We use Google Analytics provided by Google Inc. It uses cookies to collect certain information, for example, information about the operating system and the browser that you use, your IP address, the website you previously accessed (referrer URL) and the date and time of your visit to the Services. On subsequent repeated visits to the Websites or Services, frequently-used information is automatically displayed for you. We are able to track your usage patterns with

the help of the cookies. The information generated by cookies about the use of the Websites or Services is transmitted to a Google server, which may be located within or outside of, the United States, and stored there. Google will use this information to evaluate your use of the Websites or Services. Google may transfer these rights to third parties insofar as it is required to do so by law or in order that data may be processed on Google's behalf. For more information about Google's data privacy practices, we encourage you to review "How Google uses data when you use our partners' sites or apps", (located at www.google.com/policies/privacy/partners/). By accepting this Policy, you consent to the processing of your data by Google.

- iv. **Smartlook.** Mystery Science uses Smartlook to track, analyze, and understand visitor and user activity and behavior, including the scroll depth and where users click, to record the user journey, and analyze how visitors and users interact with our Websites and Services. We use this information to allow us to improve our Websites and Services.

Educators may share Mystery Science lessons with their students through the Student Links to enable students to access the lessons on their own devices. Mystery Science does not automatically collect personal information about students who access the lessons through a Student Link. Mystery Science does collect usage details (e.g., number of visitors who watched the lesson, number of times the lesson was paused, and whether the lessons were completed). Mystery Science associates the usage details, which do not contain personal information, with the teacher who shared the Student Link.

C. Information Collected From Other Sources

We may also obtain both personal and non-personal information about you from the following categories of sources: your school, our marketing partners (including social media companies, and companies that license datasets of teachers, educators, and school administrators), our resellers or partners, advertising networks, and companies we work with to conduct research and surveys. We may combine this information with information we collect through our Websites, Services, or from other sources.

Third Party Payment Information. When you make purchases through the Services, we may process your payments through a third-party payment service provider. In these instances, the third-party payment service may collect certain Financial Information from you to process a payment on behalf of us, including your name, email address, address and other billing information in which case the use and storage of your Financial Information is governed by the third-party payment service provider's terms, conditions and privacy policies. Our treatment of any Financial Information that we may process on your behalf, or that we receive from our financing partners, is subject to this Privacy Policy.

4. Purposes for Processing Personal Information

Purposes for using personal information. While the purposes for which we may process personal information will vary depending upon the circumstances, in general we use personal information for the purposes set forth below.

- Provide and deliver the Services you request, license or purchase.
- Personalize and improve our Websites and Services and your experiences when you use our Websites and Services, including to develop new products and services.
- Process and complete a transaction or service requested by you.
- Contact you in response to sign up forms such as Contact Us or Order Inquiry, and to provide you with customer support.
- Communicate with you about programs, products, and Services that we think may interest you; offers (such as a free-trial of a product or services); updates on new or popular content, features and Services; training and professional development opportunities; connecting you with other educators; special events; educational programs; and news from us. (If you prefer that we not contact you in this manner, please follow the Opt-Out instructions in this Policy). We do not contact students for this purpose.
- For information collected through our DEN STAR Educator Program or the Leadership Council, to administer the application process and programs; connect you with other educators within the DEN STAR Educator Program or the Leadership Council; send you newsletters to stay up-to-date on the effective use of our Services into your curriculum; and provide you with exclusive resources, learning opportunities, and experiences. We may also use your personal information including your name and examples of how you have incorporated the Services into your curriculum or information you shared in your activity reports to support business development opportunities with your school or school district or internally to highlight how our educators are using our Services. We may also contact you to obtain your consent to share the information you provided to recognize and celebrate you during events, across social media, and within our organization.
- For service administration where we need to contact you for reasons related to our Websites and Services (for example, where we need to send you a password reminder, to notify you about services updates or amendments to our Terms of Use, Cookies Policy, or Privacy Policy).
- For marketing purposes, including helping us create and publish content most relevant and impactful to you; developing and displaying content and advertising tailored to your interests on our Websites and Services; measuring and improving the effectiveness of our advertising campaigns; and developing sales and business development leads.
- To aggregate and/or de-identify information about users or to use suggestions, comments, and ideas that are not personally identifiable. We are free to use and disclose through any means and use for any purpose information that is not personally identifiable in our sole discretion.
- Monitor and analyze trends, usage, and activities in connection with our Websites and Services.
- For surveys, research and development, and analytics (including sales and marketing research).
- Verify your eligibility and deliver prizes in connection with challenges, promotions, contests and sweepstakes you registered for.
- Ensure that our own processes, procedures and systems are as efficient as possible.

- Enforce our Terms of Service.
- Manage our business operations and perform functions as otherwise described to you at the time of collection.
- Keeping our Websites, Services, products and IT systems secure.
- Protect against or identify possible fraudulent transactions, and otherwise as needed to manage our business.
- For legal compliance purposes.

5. Sharing of Personal Information with Others

We share your personal information as necessary to provide the services you request, including sharing information with third party service providers; when required by law; to protect rights and safety; and with your consent.

We may share personal information with:

- **Authorized Service Providers:** We may share your personal information, including name, unique personal identifier, IP address, email address, job title, other similar identifier, usage details, profile reflecting a consumer's preferences, characteristics, behavior, abilities, and aptitudes and device details with our authorized service providers that perform certain services on our behalf. These services may include delivering our Websites or Services to you; providing customer service and support to you; providing marketing, advertising, and business development; performing marketing, business and sales research and analytics; supporting our Websites and Services functionality; conducting surveys and research for product development and improvement; processing payments through a third-party payment service provider; and supporting challenges, contests, promotions, sweepstakes, surveys and other features offered through our Websites and Services. The research reports and white papers do not contain personal information.
- **Discovery Education Corporate Group.** Between and among Discovery Education, Mystery Science, our affiliates, subsidiaries and the companies under our control and ownership, we may share personal information such as name and contact details of our customers' primary point of contact and end users of the Services, users' usage details of the Services, customer's sales history and account information, and information collected through our Websites and Services by tracking technologies (as described above) for the following purposes: identifying business development opportunities, our marketing and advertising activities, conducting research and analytics, and improving our Websites, Services and product development.
- **Corporate and Non-Profit Education Partners.** We partner and collaborate with corporate and non-profit education partners to provide teachers with professional development and training; introduce students to careers and educational experiences; develop educational websites for educators, children, and parents; integrate digital content provided by the corporate and non-profit education partners into the Services; underwrite and sponsor Discovery Education Services for certain schools; and host competitions,

promotions, contests and/or sweepstakes. We share aggregate or de-identified information and statistical reports relating to usage of the Website and Services with our corporate and non-profit education partners (e.g., aggregate counts of schools with access to the Services, aggregate counts of students who have logged in and used the content in the Services, and aggregate counts of clicks on content in the Services). These reports do not contain personal information. When you engage in challenges, promotions, contests and/or sweepstakes offered through our Websites, we may share personal information with third party service providers that administer the challenge, promotion, contest and/or sweepstake; and we may share personal information of the winner of the challenge, promotion, contest and/or sweepstake with the corporate or non-profit education partner who sponsored or funded the challenge, promotion, contest and/or sweepstake. When you elect to participate in a particular promotion, contest and/or sweepstake program, you authorize us to provide your name, email address and other information to that corporate or non-profit education partner.

- **Referrals.** If you choose to refer colleagues and other contacts to use our Services by providing their names and email addresses, we may share your name with your colleagues in the initial referral email and one-time follow-up email.
- **Resellers and Partners.** We may share or receive your personal information with business partners and resellers in order to provide you with access to our Websites and Services. If you purchase Services through a partner or reseller, that organization may provide you with information about related products and services that may be of interest to you in accordance with the partner or reseller's privacy policy.
- **Other situations.** We also may disclose your information:
 - i. In response to a subpoena, document request, or similar investigative demand, a court order, or a request for cooperation from a law enforcement or other government agency; to establish or exercise our legal rights; to prosecute or defend against legal claims; or as otherwise required by law. In such cases, we may raise or waive any legal objection or right available to us.
 - ii. When we believe disclosure is appropriate in connection with efforts to investigate, prevent, or take other action regarding illegal activity, suspected fraud or other wrongdoing; to protect and defend the rights, property or safety of our company, our users, our employees, or others; to comply with applicable law or cooperate with law enforcement; or to enforce our terms and conditions or other agreements or policies.
 - iii. In connection with a substantial corporate transaction, such as the sale of our business, a divestiture, merger, consolidation, or asset sale, or in the unlikely event of bankruptcy.
 - iv. When you provide us with your consent to share your information with third parties.

Aggregated and Non-personal Information:

We may share aggregated and non-personal information we collect under any of the circumstances set forth in this Policy. We may share aggregated information with third parties, including advisors, corporate and non-profit partners, and potential customers, for the purpose of conducting general business analysis. For example, we may tell our advertisers the number of visitors to our Websites and Services and the most popular features or services accessed. This information does not contain any personal information and may be used to develop website content and services that we hope you and other users will find of interest and to target content and advertising.

6. How Long We Retain Your Personal Information

Discovery Education will retain your personal information for as long as is needed to fulfill the purposes set forth in this Policy, unless a longer retention period is required or permitted by law (such as for tax, accounting, or other legal requirements).

Upon expiration or termination of any subscriber agreement, Discovery Education destroys personal information previously received from the subscriber, customer, and/or user when the subscriber, customer, or user signed up for the Services along with information relating to the subscriber, customer, and/or user's use of the Services no later than sixty (60) days following such termination, unless a reasonable written request is submitted by the subscriber or customer to us to hold such personal information.

Mystery Science retains the information it collects for an unrestricted period of time subject to requests for deletion.

7. Your Privacy Rights

You may have certain rights in relation to your personal information. If you would like to exercise any of them, please contact us (contact details below).

We will consider all such requests and provide our response within a reasonable period (and in any event within any time period required by applicable law). Please note, however, that certain personal information may be exempt from such requests in certain circumstances.

If an exception applies, we will tell you this when responding to your request. We may request you provide us with information necessary to confirm your identity before responding to any request you make.

How You Can Access or Request to Delete Your Information

If you have an online account with us, you have the ability to review and update your personal information online by logging into your account. You can also review and update your personal information by contacting your school.

If you are a user of the Services, you may request to have your personal information that you provided when you subscribed along with the information relating to your use of the Services removed from our databases by submitting a request to our contact information set forth at the end of this Policy, and insert "Privacy Rights Request" in the subject line. We will remove such information as soon as practicable for us, however, we may still retain certain information associated with your account for analytical purposes and record keeping integrity, as well as to prevent fraud, collect any fees owed, enforce our terms and conditions, take actions we deem necessary to protect the integrity of our Websites or our users, or take other actions otherwise permitted by applicable law. In addition, if certain information has already been provided to third parties as described in this Policy, retention of that information may be subject to those third parties' policies.

Your Choices About Collection and Use of Your Information

You can choose not to provide us with certain information, but that may result in you being unable to use certain features of our Websites and Services because such information may be required in order for you to access features of our Websites, participate in a contest, survey, or sweepstake; ask a question; contact customer support; or otherwise initiate other transactions on our Websites and Services.

Opt-Out

At any time you can choose to no longer receive commercial or promotional emails or newsletters from us by modifying your email preferences by selecting the "Opt-Out" link found in the footer of the communication or on our Websites and following the instructions or contacting us. Non-student users of the Services may be given a choice as to whether you want to receive email messages about products and services related to your interest. You may modify your choice at any time by using the "Opt-Out" link as described above.

You also will be given the opportunity, in any commercial email that we send to you, to opt out of receiving such messages in the future. It may take up to ten (10) days for us to process an opt-out request. We may send you other types of transactional and relationship email communications, such as service announcements, administrative notices, and surveys, without offering you the opportunity to opt out of receiving them. Please note that changing information in your account, or otherwise opting out of receipt of promotional email communications will only affect future activities or communications from us.

Even if you opt-out of receiving promotional or marketing communications, you may continue to receive emails and notifications relating to your subscription, service announcements, administrative notices, surveys, and/or other business-related communications.

8. Children's Personal Information

Mystery Science does not permit students to create user accounts and does not collect personal information from students at this time.

In most instances, Discovery Education will only request the first name and email address of a child under 16 years old in order to complete an immediate request from the child. For students using the Services, any personal information that may be provided, which may include, but is not limited to, first and last name, grade and school, will be provided by the school district, individual school, or individual using the Services.

Use of Personal Information Collected from Children

When we collect personal information from children under 16 years old, we will only use that information for the express purpose for which it was collected. The personal information will not be used for any other purpose.

Sharing of Personal Information Collected from Children

Except as provided in this Section, we do not share personal information collected from children under 16 years old with any third parties. We may, however, share a child's personal information that we have collected from the child's school district, school or from the child in the following limited instances:

- We may share such information with our authorized service providers who help us maintain our Websites and Services and provide other services to us. We seek to ensure that these service providers may not use the personal information for any other purpose. These service providers have agreed to maintain the confidentiality, security and integrity of the personal information.
- If a child registered to participate in a challenge, contest, competition, promotion, or sweepstake, we may share the personal information of the finalists and winners of such challenge, contest, competition, promotion, or sweepstake with the corporate or non-profit education sponsor of that event. We will provide notice to parents/guardians and obtain verified parental consent before the collection, use, and disclosure of personal information as required by law.
- We may disclose a child's personal information to third parties if we believe we are required to do so in order to comply with law (including court orders and subpoenas); to comply with requests from law enforcement agencies or the government; to enforce our Terms of Use; to protect our rights, privacy, safety or property and the rights, privacy, safety or property of our employees or others; to protect our operations; and to permit us to pursue available remedies or limit the damages that we may sustain.

Note to Parents and Legal Guardians

Please contact Discovery Education at any time regarding privacy questions or concerns, or to request to review what personal information we have collected from a child. Parents may also contact us at any time to request that we delete the personal information of a child or a parent and/or refuse to permit further collection or use of a child's information. We will take steps to verify that any person contacting us for a child's information is that child's parent or guardian.

Discovery Education, Inc. or Mystery Organization, Inc.
Attn: General Counsel
4350 Congress Street
Suite 700
Charlotte, NC 28209
Tel: 1-800-323-9084
Email: privacy@discoveryed.com

9. Other Important Information

Below, you will find additional privacy information you may find important.

Security

The security of your personal information is important to us. We follow generally accepted standards (including by taking physical, electronic and procedural measures) to protect the personal information that we collect and process.

While we are focused on the security of your personal information and follow strict standards, processes and procedures that are designed to protect your personal information, you must remember that the internet is a global communications vehicle open to threats, viruses and intrusions from others and so we cannot promise, and you should not expect, that we will be able to protect your personal information at all times and in all circumstances.

You should also take care with how you handle and disclose your personal information and should avoid sending personal information through insecure email. Please refer to the Federal Trade Commission's website at <http://www.ftc.gov> for information about how to protect yourself against identity theft.

No Rights of Third Parties

This Policy does not create rights enforceable by third parties.

Changes to this Policy

We will occasionally update this Policy to reflect material changes in our privacy practices. If we make any material changes in the way we collect, use, and/or share your personal information, we will notify you by posting the modified Policy on our Websites and Services and indicating at the top of the Policy the date it was last updated. We may also notify you by sending you an email. We encourage you to review the Policy each time you visit one of our Websites and Services to see if this Policy has been updated since your last visit to make sure you understand how your personal information will be processed.

10. Age Screening

If we become aware that we have inadvertently received personal information from a child under the age of thirteen other than in a legally permissible situation, we will delete the information from our records as soon as we discover it.

11. Additional Information for Residents in Certain Jurisdictions

In this section, we set forth additional information as required under applicable privacy laws in certain jurisdictions.

A. California

In this section, we provide information for California residents as required under California privacy laws, including the California Consumer Privacy Act (the "CCPA"), which requires that we provide California residents certain specific information about how we handle their personal information, whether collected online or offline. This section does not address or apply to our handling of:

- Publicly available information made lawfully available by state or federal governments;
- Personal information we collect about job applicants, independent contractors, or current or former full-time, part-time and temporary employees and staff, officers, directors or owners of Discovery Education or Mystery Science; or
- Personal information about individuals acting for or on behalf of another company, to the extent the information relates to our transactions with such company, products or services that we receive from or provide to such company, or associated communications or transactions (except that such individuals have the right to opt-out of any sale of their personal information and to not be subject to any discrimination for exercising such right).

Categories of personal information that we collect and disclose. Our collection, use and disclosure of personal information about a California resident will vary depending upon the circumstances and nature of our interactions or relationship with such resident. The Section above entitled "Information We Collect and How We Collect It" sets out generally the categories of personal information (as defined by the CCPA) about California residents that we collect, sell, and disclose to others for a business purpose. We collect these categories of personal information from the sources described in the Section above entitled "Information We Collect and How We Collect It," and for the purposes described in the Section above entitled "Purposes for Processing Personal Information."

If you are a California resident, the CCPA grants you certain rights and imposes restrictions on particular business practices as set forth below:

- **Do-Not-Sell:** California residents have the right to opt-out of the sale of their personal information. **We do not sell personal information.**
- **Initial Notice:** We are required to notify California residents, at or before the point of collection of their personal information, the categories of personal information collected and the purposes for which such information is used.

- **Request to Delete:** California residents have the right to request deletion of their personal information that we have collected about them and to have such personal information deleted, except where an exemption applies. We will respond to verifiable requests received from California residents as required by law. The instructions for submitting a verifiable Request to Delete are described below.
- **Request to Know:** California residents have the right to request and, subject to certain exemptions, receive a copy of the specific pieces of personal information that we have collected, used, disclosed and sold about them in the prior 12 months and to have this delivered, free of charge, either (a) by mail or (b) electronically in a portable and, to the extent technically feasible, readily useable format that allows the individual to transmit this information to another entity without hindrance. California residents also have the right to request that we provide them certain information about how we have handled their personal information in the prior 12 months, including the:
 - categories of personal information collected;
 - categories of sources of personal information;
 - business and/or commercial purposes for collecting and selling their personal information;
 - categories of third parties with whom we have shared their personal information;
 - categories of personal information that we have sold in the preceding 12 months, and for each category identified, the categories of third parties to which we sold that particular category of information; and
 - categories of personal information disclosed for a business purpose in the preceding 12 months, and for each category identified, the categories of third parties to which we disclosed that particular category of personal information.

California residents may make a Request to Know up to twice every 12 months. We will respond to verifiable requests received from California residents as required by law. The instructions for submitting a verifiable Request to Know are described in the “Submitting Requests” section below.

- **Right to non-discrimination:** The CCPA prohibits discrimination against California residents for exercising their rights under the CCPA. Discrimination may exist where a business denies or provides a different level or quality of goods or services, or charges (or suggests that it will charge) different prices, rates, or penalties on residents who exercise their CCPA rights, unless doing so is reasonably related to the value provided to the business by the residents’ data.

If you are a California resident and would like to make a request to exercise your rights under the CCPA, please contact us at: privacy@discoveryed.com and insert “California Privacy Rights Request” in the subject line or call this toll free number: 1-800-323-9084. You may also designate an authorized agent to make a request on your behalf by submitting your authorization to us via a verified form of communication, such as through the email address you previously provided to us or previously used to communicate with us. Please allow forty-five (45) days for a response.

We will use the following process to verify Requests to Know and Requests to Delete: We will acknowledge receipt of your request, verify it using processes required by law, then process and respond to your request as required by law. To verify such requests, we may ask you to provide the following information:

- For a request to know categories of personal information which we collect, we will verify your identity to a reasonable degree of certainty by matching at least two data points provided by you against information in our systems which are considered reasonably reliable for the purposes of verifying a consumer's identity.
- For a request to know specific pieces of personal information or for requests to delete, we will verify your identity to a high degree of certainty by matching at least three pieces of personal information provided by you to personal information maintained in our systems and also by obtaining a signed declaration under penalty of perjury that the requestor is the consumer whose personal information is the subject of the request.

An authorized agent can make a request on a California residents' behalf by providing a power of attorney valid under California law, or providing: (1) proof that the consumer authorized the agent to do so; (2) verification of their own identity with respect to a right to know categories, right to know specific pieces of personal information, or requests to delete which are outlined above; and (3) direct confirmation that the consumer provided the authorized agent permission to submit the request.

We will respond to verifiable requests received from California residents as required by law. For more information about our privacy practices, you may contact us as set forth in the Section below entitled "Contact Us."

Do Not Track Disclosure

Discovery Education and Mystery Science do not support Do Not Track browser settings and does not currently participate in any "Do Not Track" frameworks that would allow us to respond to signals or other mechanisms from you regarding the collection of your personal information.

B. United Kingdom/European Union/European Economic Area

If you are an individual located in the United Kingdom, European Union or European Economic Area, you may have the following rights regarding your personal information:

You have the right to request access to your personal information, and the rectification of inaccurate personal information concerning you and obtain a copy of the personal information held by us. You have the right to obtain the deletion or the restriction of processing of your personal information in certain circumstances, including when the data are no longer necessary in relation to the purposes for which they were collected or otherwise processed, except when we are required by law to maintain or otherwise process your personal information, for the establishment, exercise, or defense of legal claims, or for the protection of the rights or another person. You may have the right to request that we stop processing your personal information and/or to stop sending you marketing communications. In certain circumstances, you may have the right to be provided with

your personal information in a structured, machine readable and commonly used format and to request that we transfer the personal information to another data controller without hindrance. You also have the right to lodge a complaint with a supervisory authority, in particular in the country of your habitual residence, place of work, or place of an alleged infringement of the applicable data protection law.

If you would like to make such a request, please email: privacy@discoveryed.com and insert "Privacy Rights Request" in the subject line or call this toll free number: 1-800-323-9084. To protect your privacy and security, we may take steps to verify your identity before taking action on your request.

Our Legal Basis for Processing Personal Information

Our legal basis for processing your personal information will depend on the personal information concerned and the specific context in which we collect it. We rely on the following lawful bases for processing personal information: necessary for the performance of a contract, your explicit consent, and our legitimate interests, and compliance with legal obligations.

When we have collected your personal data to provide you with Services that you have requested, our legal basis for the processing of that personal data is that it is necessary for the performance of a contract to which you are a party or in order to take steps at your request prior to entering into a contract. If you refuse to provide us with your personal data, you may be unable to obtain the products and services from us that you requested.

We also collect and process personal data about you as necessary to operate our business, sales, account management, provide direct marketing, product development and improvement, product usage analytics, meet our contractual and legal obligations, comply with federal, state, and local laws, and/or fulfill our other legitimate interests (when not overridden by your data protection interests or fundamental rights and freedoms).

When you participate in a survey, challenge, competition, sweepstake, promotion, and/or contest, our legal basis for the processing of your personal data is your explicit consent. Where our processing of your personal data is based on your consent, you have the right to withdraw your consent at any time. This does not affect the lawfulness of the processing based on consent before its withdrawal.

If you have any questions about or need further information concerning the legal basis on which we collect and use your personal data, please contact us using the contact details provided below.

International Transfer of Information

Your personal information may be transferred to, stored, and processed within the United States. Additionally, we may transfer your personal information to other countries in certain circumstances, for example because a server or third party service provider is located there. BY

PROVIDING YOUR PERSONAL INFORMATION TO US, YOU ARE CONSENTING TO ANY TRANSFER, STORAGE, AND PROCESSING IN ACCORDANCE WITH THIS POLICY.

There are potential risks to you associated with transferring your information to the United States and other countries due to the absence of an adequacy decision and appropriate safeguards. These risks include the risk that you will not be able to exercise your data protection rights under applicable law to protect yourself from unlawful use or disclosure of your information. The data protection and privacy laws of certain countries, including the United States, may not afford you the same level of protection as those in your own country.

12. Contact Us

If you have any questions about this Policy or our privacy practices, please contact us by email or postal mail as follows:

Discovery Education, Inc. or Mystery Organization, Inc.

Attn: General Counsel

4350 Congress Street

Suite 700

Charlotte, NC 28209

Email: privacy@discoveryed.com

Tel: 1-800-323-9084

Discovery Education™ Websites: TERMS OF USE

Welcome to Discoveryeducation.com ("Discovery Education"). Please read this Visitor Agreement; by using this website, you accept its terms.

This Visitor Agreement applies to all of the websites where it is posted. Those websites are referred to collectively in this Visitor Agreement as the "Discovery Education Sites" or "Website." Additional terms and conditions may apply to some services offered on the Discovery Education Sites. Such terms and conditions may be found at the place where the relevant service is offered.

The Web is an evolving medium; we may change the terms of this Visitor Agreement from time to time. By continuing to use any of the Discovery Education Sites after we post any such changes, you accept this Visitor Agreement, as modified. We may change, restrict access to, suspend or discontinue the Discovery Education Sites, or any portion of the Discovery Education Sites, at any time. Discovery Education respects the privacy of our users. Please take a few minutes to review our Privacy Policy.

If you disagree with any material you find on the Discovery Education Sites, we recommend that you respond by noting your disagreement in an appropriate site forum where there is one. We also invite you to bring to our attention any material you believe to be factually inaccurate by contacting our representatives at 1-800-889-9950 or filling out the form at www.customercare.discovery.com.

The material that appears on the Discovery Education Sites is for informational, educational and entertainment purposes only. Despite our efforts to provide useful and accurate information, errors may appear from time to time. Before you act on information you've found on the Discovery Education Sites, you should confirm any facts that are important to your decision. Discovery Education and its information providers make no warranty as to the reliability, accuracy, timeliness, usefulness or completeness of the information on the Discovery Education Sites. Discovery Education is not responsible for, and cannot guarantee the performance of, goods and services provided by our advertisers or others to whose sites we link. A link to another website does not constitute an endorsement of that site (nor of any product, service or other material offered on that site) by Discovery Education or its licensors.

NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

Pursuant to Title 17, United States Code, Section 512(c) (2), notifications of claimed copyright infringement must be sent to Service Provider's Designated Agent.

Service Provider: AT&T

Name of Agent Designated to Receive Notification of Claimed Infringement: Sam Kronthal
Full Address of Designated Agent to Which Notification Should Be Sent: Sam Kronthal, Legal Department, Discovery Education, Inc., One Discovery Place, Silver Spring, MD 20910.
Telephone Number of Designated Agent: 240.662.0000
Facsimile Number of Designated Agent: 240.662.1903
E-Mail Address of Designated Agent: DiscoveryEducationDMCA@Discovery.com

To be effective, the notification must be a written communication that includes 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 us to locate the material;
4. Information reasonably sufficient to permit us 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. We may give notice to our users by means of a general notice on any of our websites, electronic mail to a user's e-mail address in our records, or written communication sent by first-class mail to a user's physical address in our records. If you receive such a notice, you may provide counter-notification in writing to the designated agent that includes the information below.

To be effective, the counter-notification must be a written communication that includes the following:

1. Your physical or electronic signature;
2. Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement from you, under penalty of perjury, that you have a good-faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
4. Your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a Federal District Court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which we may be found, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

USER-GENERATED VIDEO

In submitting user-generated video to the Discovery Education Sites, you agree to the following terms and conditions: For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, you grant Discovery Education, Discovery Communications, LLC ("Discovery"), Discovery's joint venture partners, vendors, production companies, and programming and content distributors, and the parents, affiliates, subsidiaries, licensees, successors and assigns of all of the foregoing (collectively, the "DCL Parties") a non-exclusive, perpetual, royalty-free, fully paid up license to make use of and distribute your user-generated video submitted hereunder, as well your name, voice, likeness and appearance therein (if any) and the personally identifying information you provide on or in connection therewith (collectively, the "Video Submission"), as further described below. You acknowledge and agree that you shall not be entitled to share in any revenue that the DCL Parties may or may not earn or generate through its use of your Video Submission.

DCL Parties' Right to Use Your Video Submission. You grant the DCL Parties the non-exclusive right to edit in any manner, and to use and distribute and license others to use and distribute, your Video Submission, or any portions, reproductions or versions thereof, on the websites, products and/or services (in any and all media, now known or hereafter invented, including without limitation television, home video/DVD products, and mobile services) of the DCL Parties, an unlimited number of times, in perpetuity, throughout the world, with or without charge or cost to end-users or other third parties. You also grant the DCL Parties the right to use and distribute, and license others to use and distribute, your Video Submission in the promotion of such websites, products and/or services, to the same extent permitted for use and distribution of your Video Submission hereunder.

Clearance of Your Video Submission for the DCL Parties' Use. You represent and warrant that your Video Submission is your original work and that you have secured any and all rights, releases and permissions necessary for the DCL Parties' use and distribution of your Video Submission hereunder, including without limitation those related to any people, places, music, performances of dance or music, video, photographs and/or graphics in your Video Submission (collectively, the "Elements"). You represent and warrant that, to the best of your knowledge, no further permissions or fees are due for the DCL Parties' use and distribution of your Video Submission or any Elements therein. You further represent and warrant that any statements made by you or others in the Video Submission are true to the best of your knowledge and that neither they, nor any Element of your Video Submission, will violate any law or regulation or violate or infringe upon the rights of any third party.

Waiver of Right of Approval. You hereby waive any right of inspection or approval of your Video Submission as used and distributed by the DCL Parties, including without limitation any approval of your appearance and/or use of your name therewith or the uses to which either may be put.

Release and Waiver; Indemnification. You acknowledge that the DCL Parties will rely on the foregoing terms and conditions potentially at substantial cost to them, and you hereby waive the right to assert any claim of any nature whatsoever against any party relating to the exercise of the rights and permissions granted hereunder. You agree to indemnify, defend and hold harmless the DCL Parties from any and all claims arising from their use and distribution of your Video Submission as permitted herein.

COMMUNITY AND SOCIAL MEDIA SITES, CHAT ROOMS, FORUMS, AND BLOGS

Discovery Education wants to encourage an open exchange of information and ideas through the Discovery Education Sites. But we cannot and do not review every posting made on Discovery Education's community and social media sites, or in chat rooms, forums, blogs, and other public posting areas. You can expect these areas to include content, information, and opinions from a variety of individuals and organizations other than Discovery Education. We do not endorse or guarantee the accuracy of any posting, regardless of whether the posting comes from a user, from a celebrity or "expert" guest, or from a member of our staff. There is no substitute for healthy skepticism and your own good judgment.

Responsibility for what is posted on Discovery Education's community and social sites, or in chat rooms, forums, blogs and other public posting areas on the Discovery Education Sites lies with each user -- you alone are responsible for material you post. Discovery Education does not control the messages, information or other content that you or others may provide through the Discovery Education Sites. You may use the Discovery Education Sites for lawful purposes only.

By using the Discovery Education Sites, you agree not to submit, post or transmit through the Discovery Education Sites any material or otherwise engage in any conduct that:

- Violates or infringes the rights of others including, without limitation, patent, trademark, trade secret, copyright, publicity, privacy or other proprietary rights;
- Allows you to gain unauthorized access to the Discovery Education Sites, or any account, computer system, or network connected to the Discovery Education Sites, by means such as hacking, password mining or other illicit means;
- Is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortuous, or contains explicit or graphic descriptions or accounts of, sexual acts;
- Victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- Collects for marketing purposes any email addresses or other personal information that has been

posted by other users of the Discovery Education Sites.

- Impersonates any person, business or entity, including Discovery Education and its employees and agents or falsely state or otherwise misrepresent your affiliation with any person, business or entity, including Discovery Education;
- Contains an advertisement or solicitation or encourages others to make a donation;
- Contains viruses or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, or otherwise permit the unauthorized use of a computer or computer network;
- Encourages conduct that would constitute a criminal offense or that gives rise to civil liability or that otherwise encourages others to commit illegal activities or cause injury or property damage to any other person;
- Results in the posting or transmission of any message anonymously or under a false name;
- Permits any person to access, using your account, any features of the Discovery Education Sites that may require registration;
- Results in a single message being posted to more than five areas of any Discovery Education Site, results in any message being posted to any area of the Discovery Education Sites if that message is, in our view, off-topic or in violation of this Visitor Agreement; or
- Violates these Terms of Use, guidelines or any policy posted on the Discovery Education Sites, or interferes with the use of the Discovery Education Sites by others.

Although Discovery Education cannot monitor all content on Discovery Education's community and social media sites, or postings in the chat rooms, forums, blogs and other public posting areas, you understand that Discovery Education shall have the right, but not the obligation, to monitor the content of the Discovery Education Sites to determine compliance with this Visitor Agreement and any other operating rules that may be established by Discovery Education from time to time. Discovery Education shall have the right, in its sole discretion, to edit, move, delete, or refuse to post any material, including but not limited to Video Submissions, submitted to or posted on the Discovery Education Sites for any reason, including violation of these Terms of Use, whether for legal or other reasons, or because the material is objectionable or stale. Notwithstanding this right of ours, users shall remain solely responsible for the content of their messages and Video Submissions. You acknowledge and agree that neither Discovery Education nor any of its affiliates shall assume or have any liability for any action or inaction by Discovery Education with respect to any conduct within the Discovery Education Sites or any communication or posting on the Discovery Education Sites. Discovery Education also reserves the right to disclose any information that Discovery Education believes necessary to satisfy any law, regulation or governmental request, or to refuse to post or to remove any information or materials, in whole or in part.

Discovery Education requires you not to use the Discovery Education Sites to violate anyone's copyright, trademark or other intellectual property rights. By posting or submitting any material (including, without limitation, photographs and videos) to the Discovery Education Sites, you are warranting and representing that you own or have the right to post or make such submission of the material, or are making your submission or posting with the express consent of the owner, and that no other party has any right, claim, or interest in the material that you have submitted or posted. You also warrant that all moral rights in any material that you submit to us or post have been waived. Submitting or posting material that is the property of another, without the consent of its owner, is not only a violation of this Visitor Agreement, but may also subject you to legal liability for infringement of copyright, trademark or other intellectual property rights.

Discovery Education may periodically contact you for customer service purposes, including without limitation by providing Product information (such as Product updates and Content changes) and Product integration ideas. By accessing the Content, you consent to receive such communications.

USE OF MATERIALS

With the exception of any and all Video Submissions (Discovery Education's permitted use of which is discussed above) and any material posted on Discovery Education's community and social media sites, all other material you submit to any of our chat rooms, forums, blogs and other public posting areas, whether text or images, becomes the property of Discovery Education and may be reproduced, modified and distributed as we see fit, in any medium, for any purpose and in perpetuity. Further, you understand that by posting material on Discovery Education's community and social media sites, you are granting to Discovery Education, and to anyone authorized by Discovery Education, a royalty-free, perpetual, irrevocable, non-exclusive, unrestricted, worldwide license to display, use, copy, modify, transmit, sell, exploit, create derivative works from, distribute, and/or publicly perform such materials posted on Discovery Education's community and social media sites, in whole or in part, in any manner or medium, now known or hereafter developed, for any purpose. The foregoing grant shall include the right to exploit any proprietary rights in such posting or submission, including, but not limited to, rights under copyright, trademark, service mark or patent laws under any relevant jurisdiction. Also, in connection with the exercise of such rights, you grant Discovery Education, and anyone authorized by Discovery Education, the right to identify you as the author of any of your postings or submissions by name, email address or screen name, as Discovery Education deems appropriate. Please also note the last paragraph in the **"COMMUNITY AND SOCIAL MEDIA SITES, CHAT ROOMS, FORUMS, AND BLOGS"** section above. Click [here](#) for the terms and conditions that govern the submission of user-generated video to the Discovery Education Sites.

The materials available through the Discovery Education Sites are the property of Discovery Education or its licensors, and are protected by copyright, trademark and other intellectual property laws. Content found on the Discovery Education Sites ("the Content") may be used for bona fide educational and research purposes only. In no event shall the Content be used in any commercial or for-profit manner (including without limitation as part of any public exhibition where an admission fee is charged for viewing) without Discovery Education's advance written permission. You agree to maintain the original intent of all Content. For clarity of purpose, this means that the Content should not be used in a manner that disparages the Content or Discovery Education, or in any manner that may be deemed inappropriate by Discovery Education in its sole discretion.

You shall not remove, obscure, or alter the Content, or the Website itself, and shall not combine or merge the Content with any other programs or content, except as expressly permitted by Discovery Education. You shall not sub-license, distribute, rent, lease, transfer, or otherwise make the Content available to any third party, or make the Content accessible to any party by broadcast or transmission, including without limitation by television, cable, satellite, telephony, wireless, closed-circuit or Internet broadcasting, or use the Content for systematic downloading, service bureau redistribution services, printing for fee-for-service purposes, or the making of print or electronic copies for transmission to non-subscribers, except as expressly permitted by Discovery Education. For the avoidance of doubt, all provisions of this Agreement relating to the Content shall also govern Content that is edited.

Videos and Video Stills. User may download only the video clips designated on the Website as downloadable. User may freeze a video clip in order to view a video still, provided that User uses presentation or multimedia software such as or substantially similar to PowerPoint, Microsoft Word, HyperStudio, Corel WordPerfect, AppleWorks, DreamWeaver, Corel WordPerfect, Microsoft FrontPage, Claris HomePage, KidPix Studio Deluxe, or Teach4Learning's Media Blender, and further provided that the presentation or multimedia software license allows for such use. User may also project a frozen video image or still image using Smartboard or a similarly designed display device. User may edit, and incorporate into third-party video editing software for editing purposes, those videos designated with a movie clapboard icon, including by shortening such videos, by changing the audio content or the footage of such videos, or by adding text or other content to such videos. Videos without a movie clapboard icon may not be edited or altered in any way, and may not be incorporated into or used in connection with any video editing or production software. Under no circumstances may User print, copy, or otherwise

reproduce a video or video still image into any media format that is not expressly permitted by this Agreement, including but not limited to converting any video from digital to analog format.

Ancillary Materials. The Content may include certain ancillary educational materials, such as student activity sheets, and teacher's guides ("Ancillary Materials"). User may modify, alter, and revise the Ancillary Materials to meet specific instructional needs, provided that the following statement is prominently displayed on all such revised Ancillary Materials, in addition to any other proprietary notices, and with the understanding that Discovery Education shall continue to own the Ancillary Materials:

"Revised with the permission of Discovery Education. Discovery Education is not responsible for the content or accuracy of the revision."

Distance Learning. Some Content on the Website may be designated as approved for distance learning. User may use the distance-learning content to create distance-learning applications such as Web pages, or may use the distance-learning content in connection with online distance-learning software, such as Blackboard; provided that the Content is at all times kept on a secured server, viewable only by Users having permission to access the Content, and hosted on a website or website application that is protected by a secure control system. Only bona fide Users are to be allowed access to the Content; no "visitors" shall be allowed to view or access the Content. Content may remain uploaded as provided above for the Term of the Subscriber Agreement. Notwithstanding the foregoing, in some circumstances, for security purposes, Content will be available only via streaming from Discovery Education's servers.

LINKING

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