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4/6/2021

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**Presented To:** Andrea Shively (859) 384-5040, [andrea.shively@boone.kyschools.us](mailto:andrea.shively@boone.kyschools.us)

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

<b>SHIP TO:</b> Randall K Cooper High School Andrea Shively 2855 Longbranch Road Union, KY 41091 USA	<b>BILL TO:</b> Randall K Cooper High School Andrea Shively 2855 Longbranch Road Union, KY 41091 USA	<b>Cengage Learning</b> ATTN: Order Fulfillment 10650 Toeppen 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 Office 2019 Print+MindTap SY2021-22

Qty	Update Qty	Product	Price	Quoted Price	Total
180		<b><u>MindTap Shelly Cashman MindTap™ Office 365™ &amp; Office 2019 Collection (K12 Instant Access)</u></b> Cable/Freund/Monk/Sebok/Starks/Vermaat 1st Edition [Skills, 2020] 9780357119181 / 0357119185		\$20.00	\$3,600.00

Sub-Total:	\$3,600.00
+ Estimated Shipping and/or Process Fee:	\$360.00

**TOTAL: \$3,960.00**

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Thank you for your interest in Cengage Learning products.

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# Cengage Terms of Use for K-12 Products

*Last Updated: August 2020*

This Terms of Use document governs the use of K-12 products.

For the Cengage Higher Education terms of use: <https://www.cengage.com/legal/#terms>

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

Download a PDF version of the Cengage Terms of Use for K-12 Products below.

K-12 Products Terms of Use: [Spanish translation](#)

K-12 Products Terms of Use: [Portuguese translation](#)

## Introduction

These Cengage Terms of Use for K-12 Products (“K-12 Terms”) apply to web-based K-12 products and related apps and technologies provided by Cengage Learning, Inc. and its affiliates, including those operating with the National Geographic Learning brand (“Cengage”). The term “K-12 Products” as used in these K-12 Terms refers to the products, services, websites, content, databases, software, technologies, and tools delivered by Cengage and that link or otherwise refer to these K-12 Terms, or that are delivered through a website or service that links or refers to these K-12 Terms.

If you are under 18 years of age, your parent or guardian must enter into these K-12 Terms on your behalf, and this parent or guardian represents and agrees that he or she accepts these K-12 Terms on your behalf. **If you are a student, please contact your parent and guardian before entering into these K-12 Terms.**

**The K-12 Products are for use by children and classroom teachers and administrators in K-12 schools. Access to K-12 Products is sometimes enabled through learning management system (LMS) integrations. Cengage only collects and processes information pertaining to children as a processor for the educational institutions when delivering its K-12 Products. Cengage does not use identifiable K-12 student information for its own purposes. For information on your K-12 school’s privacy policies, please contact the**

**school's administration. See Cengage's Privacy Notice for additional information on Cengage's privacy and data collection and usage practices.**

Cengage is willing to provide the K-12 Products to you only on the condition that you first accept these K-12 Terms. By accessing, registering for, or using any K-12 Product, or by accepting these K-12 Terms through an "I Accept" check-box or similar method, you agree to these K-12 Terms. These K-12 Terms along with any Order (defined below) form a legally binding agreement between you and Cengage.

Please read these K-12 Terms carefully and, if you wish, print or save a copy for your records. If you do not agree with these K-12 Terms, you may not access or use the K-12 Products.

Your use of certain K-12 Products, or parts of certain K-12 Products, may be subject to additional terms, which may be presented to you for acceptance when you sign up for those K-12 Products, or may otherwise be accessible through the K-12 Products ("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 K-12 Products (or the relevant parts of the K-12 Products) associated with such Supplemental Terms.

***If you are accepting these K-12 Terms on behalf of another organization or entity, you represent that you are duly authorized to bind that organization or entity to these K-12 Terms.***

## **Orders**

You may gain access to the K-12 Products through your acceptance of an online or printed order form or other ordering document that references these K-12 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 K-12 Product, and other terms. In the event of a conflict between these K-12 Terms and the terms of an Order (excluding these K-12 Terms), these K-12 Terms shall control except only to the extent that the Order identifies the specific provision(s) in these K-12 Terms to be varied.

## **Changes to the K-12 Products**

Cengage may, with or without notice, add features to the K-12 Products, or change or remove features of the K-12 Products, at any time.

**Your Account**

To use a K-12 Product, you will need a Cengage username and password, unless you log in through a “single sign-on” system using your LMS username and password if the K-12 Product includes this feature. Certain K-12 Products 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 K-12 Product 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 K-12 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 K-12 Terms before or during their first use of that K-12 Product. For K-12 Product subscriptions that include a limit on the number of Authorized Users, Authorized Users includes all individuals authorized to use the K-12 Product, regardless of whether any such individual is actively using that K-12 Product at a particular time. You shall ensure that Authorized Users and any other person that uses the K-12 Product through the use of your password and account comply with these K-12 Terms. You shall take all reasonable precautions necessary to safeguard against unauthorized access and use of the K-12 Product through your password and account, including ensuring that an Authorized User ceases use of the K-12 Product after that Authorized User is no longer associated with your institution.

**Content**

The K-12 Products may allow you to upload or otherwise add through the K-12 Products

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 K-12 Products for use with the K-12 Products (“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 K-12 Products and Cengage’s business, including for promoting the K-12 Products, 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 K-12 Products.

Cengage reserves the right (but has no obligation) to pre-screen, review, flag, filter, modify, refuse, or remove Content from the K-12 Products.

After termination of your use of any K-12 Products, 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 K-12 Products. It is your sole responsibility to backup and export Your Content prior to termination.

### **Your Use of the K-12 Products**

During the applicable term of your subscription for use of the K-12 Products if specified in an Order, Cengage grants you a limited, non-exclusive, non-transferable license only to access and to use the K-12 Products for the Permitted Use (as defined below), subject to your compliance with these K-12 Terms. You may not use the K-12 Products for any other purpose, or after the end of the applicable term, or after termination of your rights to use the K-12 Products under these K-12 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 K-12 Products.

Neither the K-12 Products 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 K-12 Terms and your right to use the K-12 Products.

### **Educational Use of Content**

With respect to Content designated as available for download for educational purposes ("Downloadable Content"), librarians, teachers, support staff, administrators, other staff of K-12 educational institutions, students, and adults supporting such students' learning ("Educators or Learners") are authorized to download certain Downloadable Content to a personal computer or school server and print, reproduce, and distribute such Downloadable Content solely for use in educational settings and subject to the restrictions set forth below.

The following restrictions apply to all Downloadable Content:

1. Educators or Learners are prohibited from disseminating or using Downloadable Content beyond such Educator's or Learner's particular educational institution.
2. Under no circumstances may an Educator or Learner use Downloadable Content for commercial purposes.
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4. Educators or Learners may make no modifications to Downloadable Content and must preserve all Cengage credits and copyright notices.

With respect to Read-Only Downloadable Content, Educators or Learners may neither make use of nor allow or enable the use of Read-Only Downloadable Content in a manner in which it is re-

posted, framed, or mirrored on any other websites or computer networks, regardless of educational use.

With respect to Modular Downloadable Content, Educators or Learners may post only products that the Educator or Learner has created containing such Modular Downloadable Content and only to a website administered by the Educator's or Learner's school or school system, or by Cengage.

Content used for any purpose must always maintain unaltered copyright and other proprietary notices. Content may not be re-posted, framed, or mirrored on any other Web sites or computer networks, regardless of educational use.

### **Cengage Materials and Intellectual Property**

Cengage and its licensors own and retain all right, title, and interest in and to the K-12 Products, all underlying technology used with or otherwise enabling the K-12 Products, and all software and Content (other than Your Content, which you own subject to the license set forth herein) available within the K-12 Products (collectively, "Cengage Materials"), including all associated trademarks, copyrights, and other intellectual property rights. Nothing in these K-12 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 K-12 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 K-12 Products 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 K-12 Products ("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 K-12 Products 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 K-12 Terms and any use restrictions specified in the applicable Order, and during the term of the applicable K-12 Products, 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 K-12 Products, and (3) use Modifiable Cengage Content (including your modifications and derivative works of Modifiable Cengage Content) solely for the Permitted Use.

**Shared Content**

Certain K-12 Products 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 K-12 Terms and any use restrictions specified in the applicable Order, and during the term of the applicable K-12 Products, 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 K-12 Products 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 K-12 Products (“Open Content”). You will have the rights to use Open Content solely as specified in the associated Open License. Nothing in these K-12 Terms shall restrict your rights under any Open License to Open Content provided through the K-12 Products.



### **Your Modifications to Modifiable Content, Shared Content, and Open 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 K-12 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 K-12 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 e-book included in the K-12 Product as specified in an Order has been adopted and is concurrently being used.

### **Fees**

Some K-12 Products 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. 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 K-12 Terms, the term “credit card” includes a credit card or a debit card) 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 credit card information, and shall promptly notify Cengage of any changes in that information. You acknowledge that the agreement between you and the applicable credit card 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 K-12 Products. 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 K-12 Products 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 K-12 Products, 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 K-12 Products and any transactions you entered into in connection with the K-12 Products.

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 K-12 Products, 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 K-12 Product.

If you fail to pay according to these K-12 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 K-12 Products, 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 K-12 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 K-12 Product promotions and discounts for which you may be eligible, including promotions available for a limited time. Unless otherwise specifically noted, K-12 Product promotional offers and discounts apply to first-time purchasers only. Separate K-12 Terms and conditions may apply to promotional offers and discounts.

### **Acceptable Use**

You may only access the K-12 Products 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 K-12 Products 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 K-12 Products 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 K-12 Products 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 K-12 Products any Content that contains any malware, viruses, spyware, worms, or other malicious code or files;
5. Disrupt the normal flow of communication in the K-12 Products or otherwise act in a manner that negatively affects any other users' ability to use or benefit from the K-12 Products;
6. Interfere with or disrupt the K-12 Products or servers or networks connected to the K-12 Products, or violate any requirements, procedures, policies, or regulations of networks connected to the K-12 Products;

7. Access (or attempt to access) any part of the K-12 Products 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 K-12 Products;
8. Use the K-12 Products 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 K-12 Products 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 K-12 Products;
11. Use metatags or code or other devices containing any reference to Cengage or the K-12 Products in order to direct any person to any other website or K-12 Products for any purpose;
12. Use the K-12 Products in a manner contrary to the educational purpose of the K-12 Products, such as by posting answers to test or assessment questions provided through the K-12 Products; or
13. Otherwise use the K-12 Products in violation of these K-12 Terms.

### **Third-Party Services**

The K-12 Products may include services 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 K-12 Terms and may enforce these K-12 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”), in which case that Third-Party Service is provided solely under the K-12 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.

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.

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 K-12 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 K-12 Product 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 K-12 Product. While accessing a K-12 Product, 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.

### **General Practices Regarding Use of K-12 Products and Storage of Your Content**

Cengage may establish general practices and limits applicable to your use of the K-12 Products, 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 K-12 Product in a given period of time. Cengage may suspend or terminate user accounts for which applicable fees are unpaid, or that are inactive for an extended period of time, with or without notice. Cengage may establish and change these general practices and limits at any time, with or without notice.

You acknowledge that the K-12 Products 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 K-12 Products 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.

### **Disclaimer of Warranties**

The K-12 Products 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 K-12 Products, Cengage Materials, or other information, content or materials made available through the K-12 Products, including the Cengage Modifiable Content, Shared Content, Open Content, Third-Party Services, or Collaboration Tools (collectively, the "K-12 Products Items"). You agree that your use of the K-12 Products, Cengage Materials, and K-12 Products Items is at your sole risk. The K-12 Products, Cengage Materials and K-12 Products Items could include inaccuracies or typographical errors. Advice received via the K-12 Products, Cengage Materials, and K-12 Products Items is informational only, does not constitute medical, legal, tax, financial, or other professional advice, and should not be relied upon for personal, medical, legal, 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 K-12 Products, Cengage Materials or K-12 Products Items in K-12 Terms of their correctness, accuracy, reliability, or otherwise, and you (and not Cengage) assume the entire cost of all necessary servicing, repair and correction.

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### **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 K-12 Products, Cengage Materials, or K-12 Products 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 K-12 Products 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 K-12 Products.

### **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 K-12 PRODUCTS, CENGAGE MATERIALS, OR K-12 PRODUCTS ITEMS; ANY CLAIMS RELATED TO YOUR CONTENT; OR YOUR VIOLATION OF ANY OF THESE K-12 TERMS. This paragraph shall survive any expiration or termination of these K-12 Terms.

### **Collaboration Tools**

The K-12 Products 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 K-12 Products 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, K-12 Products, 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 K-12 Products 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**

Cengage processes personal information as defined by the applicable law where you live ("PI") in our K-12 Products for several reasons, and only when Cengage has a legal basis for doing so, such as fulfillment of a contractual obligation or with consent.

Cengage may process PI under legitimate interest as long as such legitimate interest does not outweigh or infringe on the rights and freedoms of its customers.

Cengage may use profiling or analytics in the K-12 Products for use such as assessments and engagement; please note that human intervention is always possible to override any automated decision making.

Cengage may also use customer activity reports, analytics data, usage logs, and other similar information to determine how customers interact with Cengage's K-12 Products and make improvements to the K-12 Products.

Cengage respects the rights of European Economic Area (EEA) residents to access, correct and request erasure or restriction of their personal information as required by law. If you are a resident of the EEA, you generally have a right to know whether or not Cengage maintains your PI. If your information is incorrect or incomplete, you have the right to ask Cengage to update it. You have the right to object to Cengage's processing of your PI. You may also ask Cengage to delete or restrict your PI.



To exercise these rights, please contact Cengage via email at [privacy@cengage.com](mailto:privacy@cengage.com) and a member of Cengage's Privacy Team will assist you. Please understand that Cengage may need to verify your identity before processing your request.

If you are an educator, parent, or student, Cengage is a K-12 Product provider to your school or organization; please reach out to the appropriate contact at your school or organization with questions or inquiries. This notice does not cover other organizations' websites that may be accessible via links through our K-12 Products. These websites have their own privacy policies and we encourage you to read them.

Cengage occasionally may notify users of its K-12 Products of significant announcements regarding the operation of the K-12 Products (whether or not they have opted out of receiving marketing communications from Cengage as further described in Cengage's Privacy Notice).

Some activities within the K-12 Products might request you and other users to submit information that is tabulated and stored in a database and used to produce statistics that are integral to the educational value of these activities. If the requested information is personally identifiable, your specific responses remain confidential and Cengage will not associate those responses with your name, email address, or other personally identifiable information. You hereby consent to including in (and Cengage's disclosure of) any such statistical analysis the information that you submit while participating in any such activity.

For further information about Cengage's privacy and data protection practices, please read Cengage's [Privacy Notice](#). This Privacy Notice explains how Cengage treats your personal information when you use the K-12 Products. You agree to the use of your personal data in accordance with Cengage's Privacy Notice.

To the extent that any third-party website accessible through the K-12 Products has different privacy practices, K-12 Terms or conditions, those practices, K-12 Terms or conditions will be explained at that website and will apply to that website, in lieu of these K-12 Terms and Cengage's Privacy Notice.

### **Accessibility**

Cengage provides a variety of programs and K-12 Products 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 K-12 Products, Cengage appreciates your help in reporting it to Cengage in a responsible and private manner. Any identified vulnerability in our K-12 Products 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 K-12 Products. 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 K-12 Products are provided or accessed;
- Performing any denial of service (DoS) attack, including a distributed DoS (DDoS) attack or other attack that would degrade the K-12 Products;
- 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 K-12 Products that integrate or link to the K-12 Products. and
- Physical attempts to access Cengage property or any data centers used to provide the K-12 Products.

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 K-12 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 K-12 Products, without liability or refund, if in Cengage's sole determination you have breached these K-12 Terms. You agree that upon termination of your participation in the K-12 Products for any reason, Cengage may delete all information related to you on or within the K-12 Products and may prevent your continued access to and use of the K-12 Products.

In order to protect the integrity of the K-12 Products, Cengage reserves the right at any time in its sole discretion to block users from certain IP addresses from accessing the K-12 Products.

### **Feedback**

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information submitted to Cengage relating to modifying or improving the K-12 Products ("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 K-12 Terms are not allowed by law, the term shall be for the longest period as allowed by applicable law.

### **Changes to These K-12 Terms**

Cengage may change these K-12 Terms from time to time. When these changes are made, Cengage will make a new copy of these K-12 Terms available through the K-12 Products. You understand and agree that your use of the K-12 Products after the date on which these K-12 Terms have changed constitutes acceptance of the updated K-12 Terms.

### **Miscellaneous**

All disputes arising out of or relating to these K-12 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 to these K-12 Terms and is expressly excluded.

K-12 Products and Content are not available in all languages or in all countries. Cengage makes no representation that the K-12 Products, Cengage Materials, or K-12 Products Items are appropriate or available for use in any particular location. To the extent you choose to access the K-12 Products, you do so at your own risk and are responsible for compliance with any applicable laws, including applicable local laws.

These K-12 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 K-12 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 K-12 Terms, in whole or in part.

The failure of Cengage to exercise or enforce any right or provision of these K-12 Terms does not constitute a waiver of such right or provision. No waiver of any term of these K-12 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 K-12 Products, 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 K-12 Terms hereof, accident, fire, explosion, flood, hurricane, severe weather or other disaster.

These K-12 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 K-12 Products are for informational purposes only and are not deemed to be part of these K-12 Terms.

If Cengage provides a translation of the English language version of these K-12 Terms, the translation is provided solely for convenience, and the English version shall prevail.

When the term “including” is used in these K-12 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

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 for Products

### MindTap

**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 (provided access to the Cengage Content is limited to matriculated students enrolled in your class who are required to accept the Cengage Terms of Use including these Supplemental 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 e-book included in the Service as specified in an Order (“Title”) has been adopted and is concurrently being used (“Course”).

**Institution Subscription:** This Section applies only if an applicable Order specifies that you are acquiring a Service subscription for an institution. 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 the Cengage Terms of Use including these Supplemental 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 the Cengage Terms of Use including these Supplemental 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.

### **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.

## 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.

## **Aplia Courses**

This Section applies only if an applicable Order specifies that you are purchasing access to one or more Aplia Courses.

Full refunds are granted automatically when a course (each such course, an "Aplia Course") that uses [www.aplia.com](http://www.aplia.com) or any successor website (the "Aplia Website") is cancelled by your university or institution. Otherwise, you may receive a full refund of amounts paid by you for an Aplia Course by requesting that refund within the applicable grace period after the start of the Aplia Course. The length of the applicable grace period is three days for each week in the Aplia Course up to a maximum grace period of three weeks (21 days). There is no grace period for Aplia Courses less than one week in duration or that contain only experiments. To request a refund please contact us via email at <http://support.cengage.com> or by phone at 866-994-2427.

Refunds or exchanges are only available for non-electronically delivered products within 30 days of purchase. Returns must be in saleable condition and sent via a prepaid method to Cengage

Learning at the following address: Cengage Learning, 10650 Toebben Drive, Independence, KY 41051.

Your right as a student to use and access the Aplia Website with respect to a specific Aplia Course will terminate on the earlier to occur of: (1) cancellation of that Aplia Course, or (2) 14 days after the date that Aplia Course ends (as established by the instructor teaching the Aplia Course).

You acknowledge that the Aplia Website might be unavailable on one or more occasions, including time periods during which the Aplia Website is scheduled to be unavailable for use due to preventive maintenance or upgrades.

You may contact <http://support.cengage.com> with any questions relating to the Aplia Website.

Aplia may at its discretion and without notice deny any user access to any part of the Aplia Website.

## SAM

**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 (provided access to the Cengage Content is limited to matriculated students enrolled in your class who are required to accept the Cengage Terms of Use including these Supplemental 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 e-book included in the Service as specified in an Order (“Title”) has been adopted and is concurrently being used (“Course”).

**Institution Subscription:** This Section applies only if an applicable Order specifies that you are acquiring a Service subscription for an institution. 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 the Cengage Terms of Use including these Supplemental 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 the Cengage Terms of Use including these Supplemental 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.

**Fonts**

You may use the fonts embedded in the Service to display and print Cengage Content provided in the Service. You may temporarily download the fonts to a printer or other output device to print content, and you may embed fonts in Content only as permitted by the embedding restrictions in the fonts.