

## Learning Objects CP Terms and Conditions of Use

Learning Objects has created its Campus Pack software and online services to provide a social learning platform for e-learning.

To assist you in using the Campus Pack software and/or services (collectively, the "**Services**"), and to ensure a clear understanding of the relationship arising from your use of our Services, provided on behalf of your Institution, we have created (i) these Terms and Conditions of Use (the "**Terms**") and (ii) a Privacy Policy. Our Privacy Policy explains how we treat information that we receive on behalf of your Institution through your participation in our Services, and our Terms govern your use of our Software and Services pursuant to our agreement with your Institution. Our Terms and Privacy Policy apply to casual visitors to our Services ("**Site Visitors**"), as well as to users who are authorized to access the password-protected areas of the Services ("**Authorized Users**").

**PLEASE READ THIS DOCUMENT CAREFULLY BEFORE YOU ACCESS OR USE THE SOFTWARE AND/OR SERVICES. BY ACCESSING OR USING THE SOFTWARE AND/OR SERVICES, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, PLEASE DO NOT USE OUR SOFTWARE OR ACCESS OUR SERVICES.**

### **1. Your Agreement**

These Terms govern the following types of information: (a) Personally Identifiable Information (as defined in our Privacy Policy), (b) data, information or material that you or other Authorized Users submit to the Services in the course of using the Services ("**Customer Data**"), (c) information, software, artwork, text, video, audio, pictures, content, trademarks, trade dress, and other intellectual property owned by Learning Objects and made available to you through the Services ("**Learning Objects Content**"), or (d) data, information or material owned by your Institution provided to Learning Objects for you to access through the Services ("**Institution Content**") (the Customer Data, Learning Objects Content and Institution Content are collectively referred to herein as "**Content**"). Personally Identifiable Information is excluded from Content. Our Privacy Policy goes into more detail regarding our treatment of Personally Identifiable Information on behalf of your Institution.

In addition to the above, these Terms govern (i) your use of our Services provided through your Institution, (ii) your receipt of and participation in Learning Objects Services, and (iii) your use of Content obtained through the Services. Please read these Terms carefully; they impose legal obligations on you and on Learning Objects, and establish our legal relationship. By using the Services, you are acknowledging that you have read and understood these Terms and agree to be legally bound by them.

In addition, if you are an Authorized User, during the registration process for your password (and from time to time as we may require) you will be prompted to click an "I Accept" button, which further confirms your agreement to be legally bound by these Terms.

## **2. Relationship with Your Institution**

Learning Objects enters into relationships with businesses and higher education institutions, as well as with individual officers or educators within such institutions ("**Institutions**"), whereby Learning Objects agrees to provide students, employees and others in the Institution with access to its Services and Content (a "**Subscription Agreement**"). If your Institution has entered into this type of agreement with Learning Objects (a "**Participating Institution**"), then you are eligible to receive the benefits of these Services and Content.

We process information on behalf of your Institution. If you have questions regarding our use of your Personally Identifiable Information (as defined in our Privacy Policy), for purposes of efficiency (or other related purposes) we may choose to refer you directly to your Institution for a response.

## **3. Obtaining a Password; Use of Your Password**

Please register through your Institution or through our Services to obtain a user id and a password. You are eligible to register as an Authorized User if (i) you are 13 years old or older, and (ii) you agree to abide by our Terms and Privacy Policy. You will use your user id and password to access the Services, as provided through your Institution and/or the password-protected areas of the Services, and to obtain Services and Content provided on behalf of your Institution.

Please keep in mind that we will treat anyone who uses your password as "you." We will provide this user with all of the rights and privileges that we provide to you, as authorized by your Institution, and we will hold you responsible for the activities of a person using your password. Therefore, we recommend that you maintain your user id and password in confidence, and that you refrain from disclosing this information to anyone who might "pretend" to be you with respect to the Services. We also recommend that you notify us immediately if you suspect that someone is using your password in this manner.

## **4. Grant of Rights to Site Visitors**

As a Site Visitor, you are granted the right to access all areas of the Services other than the password-protected areas ("**Permitted Visitor Areas**"). You may access and view Permitted Visitor Areas for your personal and non-commercial use only, and you may not modify, copy, distribute, or otherwise use Content or Services available in these Areas.

## **5. Grant of Rights to Authorized Users**

In this Section, these Terms provide to Authorized Users - meaning Participating Institution students, employees and third parties invited to participate in the Services by Authorized Users (for purposes of this section only, "You" and "Your") - all of the rights and privileges they will need to participate fully in the educational and communications goals of our Services. In this section we also impose restrictions on Your use of Content outside the Services.

### **5.1. Rights to Access and Use for Institutional Purposes**

Subject to Your compliance with these Terms, You are hereby granted the following rights: (i) Learning Objects, on its own behalf, grants You the right to access and use the Services and Learning Objects Content we offer to Your Institution through a Subscription Agreement or Evaluation Access; (ii) Learning Objects, on behalf of your Institution, grants You the right to access and use any Institution Content available through the Services pursuant to Learning Objects' agreement with your Institution; and (iii) each Authorized User grants You the right to use their Authorized User Customer Data, as provided in Section 8. Your rights are strictly limited to personal, institutional, and non-commercial use.

### **5.2. Duration of Rights**

You will continue to enjoy Your rights under Section 5.1 (Rights to Access and Use for Institutional Purposes) for the duration of the applicable Subscription Agreement, unless Your password is revoked or suspended for misconduct, as set out in Section 12 (Revocation or Suspension of Use Privileges) or unless your Institution decides to terminate your access in their sole discretion.

## **6. Ownership; Reservation of Rights**

The information, software, artwork, text, video, audio, pictures, content, trademarks, trade dress, and other intellectual property embodied in the Services or the Content, are the proprietary property of Learning Objects, its licensors, Authorized Users and Participating Institutions, and are protected by U.S. and international copyright and other intellectual property laws, or are used under the principles of fair use. Learning Objects, its licensors, Authorized Users and Participating Institutions retain all rights with respect to the Services and the Content except those expressly granted to you in these Terms. You agree not to duplicate, publish, display, distribute, modify, or create derivative works from the material presented through the Software and/or through the Services unless specifically authorized in writing by Learning Objects.

## **7. Your Grant of Rights to Learning Objects.**

In the course of using the Services, Site Visitors and Authorized Users may choose to create, upload or post Customer Data to the Services that fall into one or more categories: (i) Personally Identifiable Information; (ii) Customer Data; and (iii) Personally Identifiable Information that is disclosed in an Interactive Area. Our Privacy Policy governs how we treat your Personally Identifiable Information at the direction of your Institution. This section (section 7) governs how we treat your Customer Data at the direction of your Institution. Section 14 addresses your disclosure of Personally Identifiable Information in Interactive Areas.

By submitting Customer Data into the Services, you grant to your Institution and to Learning Objects acting on behalf of your Institution a royalty-free, non-exclusive, worldwide license, under your intellectual property rights, to use, copy, reformat, index, modify, display, and distribute your Customer Data for purposes of providing our Services (as such services may change over time) per our agreement with your Institution. No compensation will be paid with respect to our use of your Customer Data under this grant.

Learning Objects will not further distribute or use your Customer Data or your name for any purposes other than those specified in this section (Section 7) without your consent.

Moreover, in posting Customer Data through the Services, you warrant that you have sufficient authority and right to post the information, and provide these use rights.

## **8. Your Grant of Rights to Site Visitors and Other Authorized Users.**

By posting or otherwise submitting Customer Data, you are also granting to all Site Visitors and Authorized Users, who have been granted rights within the Services to access the area or site to which the Customer Data is submitted ("**User Licensees**"), a royalty-free, non-exclusive, worldwide license, under your intellectual property rights, to use your Customer Data, provided that a User Licensee meets and maintains each of the following conditions: (i) the Customer Data shall not be used for commercial purposes, (ii) no Customer Data shall be used outside of the Services, with the exception that User Licensees may print a reasonable number of copies for personal, institutional and non-commercial use, and (iii) under no circumstances shall a User Licensee exercise these rights with respect to your Customer Data by modifying or changing the Customer Data without authorization. No compensation will be paid with respect User Licensees' use of your Customer Data under this grant.

## 9. Embedded or Linked Third-Party Content and Functionality

The Services may contain links, produce search results, or embed functionality (for example, iframes, rss feeds, widgets, or other objects) that are produced or controlled by third parties (collectively "**Embedded Content and Functionality**"). Learning Objects has no control over this Embedded Content and Functionality and does not assume responsibility or liability for any content, opinions, or materials available through Embedded Content and Functionality. Learning Objects does not endorse the content of any Embedded Content and Functionality, nor does Learning Objects warrant that Embedded Content and Functionality will be free of computer viruses or other harmful code that can impact your computer or other Web-access device. By using the Services to access Embedded Content and Functionality, you agree and understand that such use is at your own risk.

Although we take no responsibility for Embedded Content and Functionality, if you experience a problem with Embedded Content and Functionality, please let us know at [support@learningobjects.com](mailto:support@learningobjects.com), and we will investigate the issue and take appropriate action.

## 10. Code of Conduct

Our Services provided on behalf of your Institution provide chat rooms, bulletin boards, email services, blogs, wikis, social media components and other services that allow you to interact with other Site Visitors and Authorized Users ("**Interactive Services**"). As a condition to your use of the Services, and/or the Content, including the Interactive Services, you agree to follow our Code of Conduct, approved by your Institution, set out below. Under this Code, you will not:

- Upload, email or otherwise transmit any images or other Customer Data that are unlawful, obscene, harmful, hateful, invade the privacy of any third party, contain nudity or pornography, or are otherwise objectionable.
- Disseminate materials that impact or invade the privacy of others, such as photographs, video clips, sound recordings, personally identifiable information, or other materials that reveal personal, private or sensitive information about another person, without that person's consent.
- Submit material that is intentionally false, defamatory, unlawfully threatening, or unlawfully harassing.
- Infringe any third party's copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy.

Electronic materials - such as music, videos, games, images, and text in electronic form -- can easily be copied, modified and sent over networks (such as the Internet). These electronic materials are thus extremely vulnerable to unauthorized distribution and copyright infringement. These materials may not be transmitted over the Website without the copyright owner's permission, or without a legitimate "fair use" justification for the transmittal.

- Transmit materials that contain any viruses, Trojan horses, worms, time bombs, cancelbots, or other computer-programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information.
- Use the Services to artificially generate traffic or page links to a Web site or for any other purpose not expressly allowed under these Terms.
- Use the Services in a manner that could disable, overburden, or impair the Services or interfere with any other party's use and enjoyment of the Services, such as through sending "spam" email.
- Use the Services to test or reverse engineer the Services in order to find limitations, vulnerabilities or to evade filtering capabilities.
- Seek to obtain access to any materials or information through "hacking," "data harvesting," or through other means we have not intentionally made available to you through the Services.
- Use the Services for any purpose that is unlawful or prohibited by these Terms. For example, you will not use the Services to violate any law, statute, or regulation (including, without limitation, those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising).

We will enforce the above Code of Conduct wherever we deem necessary. Please understand, however, that Learning Objects does not control - and does not necessarily endorse -- the content, messages, or information found in any Interactive Service. When you participate in the Services, you do so at your own risk, and we expressly disclaim responsibility for the content, messages, or information found in these Services.

## **11. Monitoring of Interactive Services; Removing Postings**

We expect each user of our Services to act responsibly, and to respect the rights of others. We seek to protect the integrity and security of our

computing systems, and the right to protect our community of users from claims of intellectual property infringement and other claims or threats, such as those detailed in our Code of Conduct. Toward these ends, as authorized by your Institution, we reserve the right in our discretion (i) to monitor your use of the Services and email and other messages transmitted through the Services, (ii) to restrict or foreclose access to certain Internet sites or other resources, and (iii) to take other actions we deem necessary to protect our community of users and our resources. Due to this monitoring, you cannot expect that communications through our Services will remain "private" or otherwise free of our review. Please refer to our Privacy Policy for a precise statement concerning your expectations of privacy.

Although we have no - and assume no -- obligation to monitor activities on our Services, please understand that we may employ filters designed to detect and block the transmission of messages that contain sexually explicit or otherwise inappropriate language. We notify your Institution when we detect the use of such language. We reserve the right to edit, to refuse to post, or to remove any information or materials, in whole or in part, that we believe, in our sole discretion, are incompatible with our Code of Conduct.

**12. User disputes.** You are solely responsible for your interaction with other Site Visitors and Authorized Users, both online or offline. We may monitor disputes between you and other Site Visitors and Authorized Users, but we have no obligation to become involved. If you have a dispute with one or more Site Visitors and Authorized Users, you release Learning Objects (and our officers, directors, agents, employees, subsidiaries, and affiliates) from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such dispute.

### **13. Revocation or Suspension of Use Privileges**

We reserve the right at any time to terminate or suspend your access to some or all of the Services if you engage in activities that we conclude, in our discretion, breach our Code of Conduct. We will notify your Institution if we determine it is necessary to terminate or suspend your access.

Users should also understand that our Code of Conduct is based in many instances on principles of applicable law. Users who violate our Code of Conduct accordingly may be exposed under these laws to criminal charges, and civil liability to harmed parties for compensatory damages and attorney's fees. Learning Objects reserves the right at all times to disclose information it deems necessary to satisfy any applicable law, regulation, legal process, or governmental request, consistent with its Privacy Policy.

#### **14. Privacy and Your Disclosure of Information in Interactive Areas**

We value your privacy and the privacy of all our users. Please review our Privacy Policy for information on how we collect, use, and protect your Personally Identifiable Information, in accordance with our agreement with your Institution. These protections, however, do not apply to information you choose to disclose to other Authorized Users in our Interactive Areas. Although Authorized Users are bound, under our Code of Conduct, to refrain from disseminating information from our Services and its Interactive Areas to anyone other than other Authorized Users participating in the Services, we cannot assure you that this will be the case. You should, therefore, use discretion in what information you submit via the Interactive Areas.

#### **15. Evaluation Access**

Learning Objects may provide Institutions with evaluation access to its Services for the purpose of testing the Services and providing feedback to Learning Objects (“**Evaluation Access**”). If you or your Institution receives an email authorizing Evaluation Access to the Services, Evaluation Access use of the Services is subject to these Terms and our Privacy Policy. Such Evaluation Access is provided pursuant to Section 16 and at no charge to your Institution. If you or your Institution, independently or at the request of Learning Objects, provides feedback to Learning Objects regarding Evaluation Access use of the Services (“**User Feedback**”), you hereby grant to Learning Objects a non-exclusive, sub-licensable, worldwide, perpetual, royalty-free license to use and otherwise exploit the User Feedback.

#### **16. Warranty Disclaimer**

For Evaluation Access, Subscription-based access or any other access or use, Learning Objects does not promise that the Services will be error-free or uninterrupted, or that the Services will provide specific results from your use of any content. The Services and Content within them are delivered on an “AS IS” and “AS AVAILABLE” basis. Learning Objects does not warrant or represent that files you download from the Learning Objects Services will be free of viruses or other harmful features.

LEARNING OBJECTS DISCLAIMS (i) ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (ii) ANY RESPONSIBILITY OR LIABILITY FOR THE ACCURACY, CONTENT, COMPLETENESS, OR LEGALITY OF INFORMATION AVAILABLE THROUGH THE SERVICES AND/OR SOFTWARE; AND (iii) ANY RESPONSIBILITY OR LIABILITY FOR HARM RESULTING FROM DOWNLOADING OR ACCESSING INFORMATION THROUGH THE SERVICES AND/OR SOFTWARE, INCLUDING HARM CAUSED BY VIRUSES OR SIMILAR DESTRUCTIVE FEATURES. YOU



EXPRESSLY AGREE THAT USE OF THE SOFTWARE, SERVICES, AND/OR CONTENT IS AT YOUR SOLE RISK.

## **17. Limitation of Liability**

UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, TORT, OR NEGLIGENCE, WILL LEARNING OBJECTS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) THAT ARISE OUT OF OR ARE RELATED TO YOUR USE OF THE SOFTWARE, SERVICES, OR CONTENT (EITHER THROUGH EVALUATION ACCESS, SUBSCRIPTION-BASED ACCESS OR ANY OTHER ACCESS OR USE). IN NO EVENT SHALL LEARNING OBJECTS' AGGREGATE LIABILITY TO YOU FOR ANY LOSS, DAMAGE, OR CLAIM RELATED TO OR ARISING OUT OF SUBSCRIPTION-BASED ACCESS TO OR USE OF THE SOFTWARE, SERVICES, OR CONTENT EXCEED THE GREATER OF: (I) \$250.00 OR (II) THE TOTAL AMOUNTS, IF ANY, ACTUALLY PAID BY YOU TO LEARNING OBJECTS FOR ACCESSING THIS SITES DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

SIMILARLY, IN NO EVENT SHALL LEARNING OBJECTS' AGGREGATE LIABILITY TO YOU FOR ANY LOSS, DAMAGE, OR CLAIM RELATED TO OR ARISING OUT OF EVALUATION ACCESS TO OR USE OF THE SOFTWARE, SERVICES, OR CONTENT EXCEED THE SUM OF ONE DOLLAR (U.S. \$1) IN TOTAL.

Our Authorized Users may decide to engage in offline activities together, perhaps due to the relationships they have developed online. You agree to release and hold Learning Objects harmless from any and all losses, damages, rights, claims, and actions of any kind including, without limitation, personal injuries, death, or property damage, either directly or indirectly related to or arising from you participation in any such offline activities.

## **18. Indemnity**

You agree to defend, indemnify, and hold Learning Objects and its subsidiaries, affiliates, officers, directors, agents, and employees harmless from any liability to third parties, including reasonable attorneys' fees, arising from or related to your breach of these Terms.

## **19. Contact for Alleged Copyright Infringement**

Learning Objects respects the intellectual property rights of others and requires that its users do the same. If you believe that content on the Learning Objects Services or other activity taking place on the Services constitutes infringement of a work protected by copyright (a "Work"), please notify our agent, designated under the Digital Millennium Copyright Act (17 U.S.C. §512) (the "DMCA") to respond to such concerns, as follows:

Attention: Controller  
Learning Objects, Inc.  
718 7th Street NW, Suite 350  
Washington, DC 20001 USA

Your notice must comply with the DMCA. Upon receipt of a compliant notice by certified mail, we will respond and proceed in accordance with the DMCA.

## **20. Modifications to these Terms**

For the duration of the Subscription Agreement under which you are an Authorized User, we will not modify your rights or obligations under these Terms in any material respect without obtaining your consent. Modifications to these Terms shall take effect proactively with respect to Site Visitors once they access the Services. Please feel free to print out a copy of these Terms for your records.

## **21. Assignment**

These Terms of Service shall not be assignable by you, either in whole or in part. Learning Objects reserves the right to assign its rights and obligations under these Terms.

## **22. General**

These Terms shall be governed in all respects by the laws of the State of Delaware without giving effect to its conflicts of law provisions. Both parties submit to the personal jurisdiction of and venue in the courts in the State of Delaware. The parties further agree that any cause of action arising under these Terms shall exclusively be brought in such courts. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe, or describe the scope or extent of such section. Learning Objects' failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches. This agreement and the terms and conditions contained herein set forth the entire understanding and agreement between Learning Objects and you with respect to the subject matter hereof and supersede any prior or contemporaneous understanding, whether written or oral.

## **23. Survival**

The following provisions shall survive the termination of these Terms and shall apply indefinitely:

Section 6 (Learning Objects Ownership; Reservation of Rights)  
Section 7 (Your Grant of Rights to Learning Objects)  
Section 8 (Your Grant of Rights to Other Authorized Users)  
Section 15 (Warranty Disclaimer)  
Section 17 (Limitation of Liability)  
Section 18 (Indemnity)  
Section 21 (Assignment)  
Section 0 (General)  
Section 23 (Survival)

#### **24. Contact Us**

You may contact us for any reason at the following addresses:

Attention:  
Phone: 1.866.850.6249 or +1.202-265-3276  
Email: [info@learningobjects.com](mailto:info@learningobjects.com)  
Mail: Learning Objects, Inc.  
718 7th Street NW, Suite 350  
Washington, DC 20001 USA

#### **25. Effective Date**

The effective date of these Terms is September 1, 2010.

# 9523715\_v3