

## **Project Spark Terms of Use Agreement**

Welcome to **Project Spark**. This website is owned and operated by Discovery Education, Inc. (“**Discovery Education**,” “**we**,” “**us**,” or “**our**”). The following terms and conditions (together with any documents referred to in them) (collectively, “**Terms**”) govern your access to and use of our website, [www.learnprojectspark.com](http://www.learnprojectspark.com) (“**Site**”).

**Your use of our Site means that you accept and agree to be legally bound by these Terms and our Privacy Policy, which is incorporated herein and made part of these Terms by reference. By accessing and/or using the Site or related services, you agree to be bound by these Terms (which include our Privacy Policy). If you do not agree to these Terms, you may not access or use the Site or Content, as defined below, or any related services and you must immediately cease accessing and using the Site, Content, and related services.**

We may revise and update these Terms from time to time in our sole discretion and without notice to you. Your continued use of our Site, or any other service provided through the Site, means that you accept and agree to the modified Terms. You may refer to the most current version of these Terms at any time by returning to this web page or section of the Site.

IF YOU ARE UNDER THE AGE OF 18, YOU REPRESENT US THAT YOUR PARENT OR LEGAL GUARDIAN HAS REVIEWED AND AGREED TO THESE TERMS. IF YOU DON'T GET YOUR PARENT OR GUARDIAN TO READ AND AGREE TO THE TERMS OF USE, YOU DON'T HAVE PERMISSION TO USE THE SITE OR SERVICES.

**Note for Teachers:** If you are a teacher enrolling students for the Site, you must ensure that you have all necessary consent, right, power, and authority, including from your students' parent or legal guardian, to create an account on your students' behalf.

The material that appears on the Site 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 Site, 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 Site. 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.

### **I. General Terms**

A. **Accounts.** Some services permit or require you to create an account to participate or to secure additional benefits. You agree that any information you provide and maintain is accurate, current and complete, including your contact information for notices and other communications from us. By registering for or using the Site in any way, you further represent and warrant that you meet all eligibility criteria set forth in these Terms, including all age and

authorization requirements listed below. We reserve the right at our sole discretion to refuse the Site and services to any person or entity and change the eligibility criteria at any time. You agree not to impersonate or misrepresent your affiliation with any person or entity, including using another person's username, password or other account information, or another person's name or likeness, or provide false details for a parent or guardian. You agree that we may take steps to verify the accuracy of information you provide, including contact information for a parent or guardian.

B. **The Site.** The Site is available to different types of users. The Site may be accessed by teachers or educators (collectively, "**Teachers**") teaching a class or course ("**Class**") in which the Site is a part of the curriculum, the students enrolled in such classes ("**Students**") or by individuals working within an educational institution, such as a school or school district (collectively "**Schools**") who will use the Site to monitor the progress of Students across several Classes.

C. In order to access the Site, you must have a registered account ("**Account**"). You must be at least 18 years old to use the Site, or, if you are between the ages of 13 and 18, you may only register for and use the Site under the supervision of an adult or at the direction of a Teacher, in which case the adult or Teacher shall be responsible for any and all activities performed. Students under 13 years of age cannot create an Account, and can only use the Site through a Teacher as detailed below.

- a. In registering for the Site, you (i) agree to provide all necessary information about yourself and your School ("**Registration Information**"); (ii) represent and warrant that all Registration Information is true, current, and complete; and (iii) agree to maintain and promptly update the Registration Information in order to keep it true, current, and complete.
- b. You are responsible for all activities that occur under your Account. You may not share your Account, account information, or password with anyone. You are responsible for taking reasonable steps to maintain the confidentiality of your username and password, and you are responsible for all activities under your Account. If you discover or have reason to believe that there has been an unauthorized use of your username, password, or other Account information or in the event of any other breach of security, you must notify Discovery Education immediately. You agree not to create or access an Account using a false identity or any inaccurate or false information, or on behalf of someone other than yourself. You agree that you shall not have more than one Account at any given time. If you have been previously removed by Discovery Education for a reason other than account inactivity, or if you have been previously banned from the Site, you may not create a new Account.
- c. **Teacher Accounts.**
  - i. If you are a Teacher accessing or using the Site in any way, you are representing that you have the permission and authority to enter into the

Terms on your own behalf and to use the Site as contemplated hereunder, including any applicable consents necessary for any of your Students to use the Site.

- ii. Using your Teacher Account, you may also create individual Student Accounts following the instructions on the Site or as otherwise directed or permitted by Discovery Education, in its sole discretion. You may only create an Account for Students you have consent and authority for. By entering a Student's information into the Site, you represent and warrant that you have all necessary consent, right, power, and authority, including from the Student's parent or legal guardian, to create an Account on such Student's behalf.
- iii. You may only give class invitation codes ("**Class Codes**") to Students who meet all eligibility requirements set forth in this Agreement and all other requirements specified by Discovery Education from time-to-time.
- iv. If any of your students are under the age of 13 years, you represent and warrant that you are a Teacher and you have received the written consent and authority from said students' Parents or guardian.
- v. If you are using or accessing the Site on behalf of a School, in addition to being an eligible individual user, you represent that you have the authority, right, and permission to enter into the Terms on behalf of the School and to use the Site on such School's behalf as contemplated hereunder, including any consent(s) necessary to use the Site with any particular Students. In such case, the term "you" as used herein shall also mean and refer to such School. Your School therefore would be bound by the terms and conditions of this Agreement and responsible for any activities, including any violation of the Terms, that occur under your Account and any Accounts created using your Account.
- vi. In the event that you are no longer employed by your School or otherwise authorized to access, view or use Student records, you must notify Discovery Education immediately of such change and cease accessing the Site and Discovery Education will immediately terminate access to your Account.

**d. Student Accounts.**

- i. Student Accounts are for use by Students with Account Class Codes, who are receiving the Site through a specific School in connection with a Class taught by a Teacher. To create a Student Account, a Student must be provided with a Class Code by a Teacher. Students under 13 years of age cannot create an Account, and can only use the Site through

a Teacher or to the extent a School creates the Student Account subject to Section I.C.d.ii.

ii. To the extent a School creates an account for Students under 13 years of age, the parties acknowledge that FTC guidance permits School to act as an agent of the parents (or guardians) and provide consent under the Children’s Online Privacy Protection Act of 1998 (“**COPPA**”) to the collection of personal information of students, who are under the age of 13, for an educational purpose on behalf of the parents (or guardians). The Privacy Policy, Terms of Use Agreement, and the Data Processing Addendum, constitute notice of how Discovery Education will collection, use, and maintain School Data in connection with the Services. School grants Discovery Education permission to collect, use, and maintain School Data, which may include personal information of School’s students who are under the age of 13, in connection with the Services and as set forth in the Privacy Policy, Terms of Use Agreement, and the Data Processing Addendum. School acknowledges and agrees that the foregoing establishes compliance with the notification and consent requirements under COPPA to the extent such requirements are applicable.

e. **Account Ownership Disputes.** In the unlikely event that there is a dispute over the ownership of an Account, Discovery Education reserves the right to: (i) request additional information from you to determine ownership and settle the dispute; and (ii) determine the account ownership in its sole judgment, and the ability to close the account or transfer the account to the rightful owner, unless otherwise prohibited by law.

**D. Data Protection Addendum.** 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. Where Schools register to use the Site and Services as part of a Class, we are a “processor” or “service provider” of personal data submitted to the Site and Services or collected through the Site and Services on behalf of or at the direction of the Schools (the Schools who are the “controllers” of the personal data), and personal data we receive or collect from our Schools. 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 and our Data Processing Addendum (available [here](#)), which is incorporated herein. If you have questions about our processing of your personal data on behalf of a School, please refer to the School’s privacy policy.

## **II. License/Intellectual Property**

A. You are granted a personal, non-exclusive, non-transferable, revocable license to access, view, download for caching purposes only, and print pages from the Site for your own personal, non-commercial use, pursuant to the restrictions in these Terms. As a condition of your use of the Site, you warrant that you will not use the Site for any commercial purpose or any

purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site. We reserve the right to discontinue all or part of the Site or withdraw the foregoing license grant with or without notice at any time.

B. All content included as part of the Site, including but not limited to documents, text, graphics, photos, images, audio or video files, trademarks, trade names, logos, software, algorithms, location data, all other forms of data or communication, as well as the compilation of such content and the general "look and feel" of the Site (collectively, "Content") is owned by Discovery Education, its affiliates, its corporate partners, or its third-party licensors, and is protected by United States and international copyright and trademark laws. You acknowledge and agree that Discovery Education, its affiliates, its corporate partners, or its third-party licensors own all right, title, and interest in and to the Site and you do not acquire any ownership rights in the Site or the Content. "Discovery Education", and other trademarks and product names used on the Site are trademarks owned by Discovery Education or its affiliates, or licensees, unless otherwise indicated. All names, logos and trademarks may not be used or reproduced, in any manner, without the prior written permission of their owner.

### **III. User Code of Conduct**

Except for the limited permission set out above, nothing on the Site or in these Terms should be construed as granting any other right or license. Without limiting the foregoing, you may not:

- A. Publish Content (including republication on another website), including by framing or mirroring any portion of the Site or their Content;
- B. Sell, rent, sub-license, or otherwise transfer Content;
- C. Show, display or perform Content in public;
- D. Reproduce, duplicate, copy, reverse engineer, or otherwise exploit Content for a commercial purpose;
- E. Edit or otherwise modify or create derivative works from Content;
- F. Redistribute Content (with the exception of content specifically and expressly made available for redistribution);
- G. Use the Site in any way that causes, or may cause, damage to the Site or impairment of the availability or accessibility of the Site, or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;

H. **No Bad Code.** You may not use the Website or Services to transmit, distribute, send, etc. viruses, worms, or any other code that may be deemed dangerous, harmful, or destructive in any manner. More specifically, you must not attempt or engage in any potentially harmful acts that are directed against the Services, including violating or attempting to violate any security features of the Website or Services, introducing viruses, worms, or similar harmful code into the Website or Services, or interfering or attempting to interfere with use of the Website or Services by any other user, host or network.

I. Conduct any systematic or automated data collection activities (including without limitation scraping, data mining, deep linking, data extraction and data harvesting) on or in relation to the Site without our express prior written consent;

J. Circumvent or disable any security or copy protection measures, including login authentication or CAPTCHAs; or

K. Use the Site to transmit or send unsolicited commercial communications or use the Site for any purposes related to marketing without our express written consent.

You agree that Discovery Education, in its sole discretion, may terminate or restrict your use or access to the Site or any part thereof for any reason, including, without limitation, that Discovery Education believes you have violated or acted inconsistently with these Terms. We do not grant you any licenses, express or implied, to our intellectual property or our licensors' except as expressly authorized by these Terms.

#### **IV. User Content on the Site**

A. To the extent the Site allows you to comment or otherwise post content on the ("**User Content**"), you may not post User Content that:

- Violates any copyright, trademark rights, patent rights, rights in know-how, privacy or publicity rights, trade secret rights, confidentiality rights, contract rights, or other rights of any individual or legal entity;
- Is harmful, hateful, threatening, abusive, harassing, defamatory or libelous, sexually explicit, vulgar, lewd, obscene, or pornographic, racially, ethnically or otherwise objectionable or offensive, inappropriate, or inflammatory;
- You know or reasonably should know is false, deceptive, or misleading;
- Contains any personal information, such as social security numbers, credit card, bank account or other financial information, driver's license numbers, security codes, user names, or passwords;
- Links to materials or other content, directly or indirectly, to which you do not have a right to link or that violates these restrictions; or
- Violates any applicable local, state, national, or international law.

B. By posting User Content on the Site, you are granting a perpetual, non-exclusive, worldwide, full paid-up and royalty-free, fully assignable, transferable, irrevocable and sub-licensable license to Discovery Education, Discovery Education’s joint venture partners, vendors, production companies, programming and content distributors, and the parents, affiliates, subsidiaries, licensees, successors, and assigns of all of the foregoing, to use, copy, perform, and display publicly, distribute, and prepare derivative works based on User Content, in whole or in part, throughout the universe in any form, format, or medium now or hereafter known. By posting User Content on the Site, you represent and warrant that the posting of your User Content does not violate these Terms or applicable laws.

C. Discovery Education does not and shall not have any obligation to review User Content, and therefore we do not guarantee the accuracy, integrity, or quality of User Content and we cannot assure you that harmful, inaccurate, deceptive, offensive, threatening, defamatory, unlawful, or otherwise objectionable User Content will not appear on the Site. We do, however, reserve the right to review any or all User Content in our sole discretion. In addition, we reserve the right to alter, edit or remove any User Content, in whole or in part, at our sole discretion and without notice. UNDER NO CIRCUMSTANCES SHALL DISCOVERY EDUCATION OR ITS AFFILIATES BE LIABLE IN ANY WAY FOR ANY USER CONTENT POSTED ON OR MADE AVAILABLE THROUGH THE SITE. We do not control, have no obligation to monitor, and are not responsible for what users post and are not responsible for any offensive, inappropriate, obscene, unlawful, infringing or otherwise objectionable or illegal User Content on the Site.

## **V. Digital Millennium Copyright Act Policy**

Our policy is to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act (“DMCA”). If you believe that any content on the Site infringes on the intellectual property of a third party, you may submit a claim to Discovery Education’s Designated Copyright Agent at:

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., 8403 Colesville Rd. Suite 1200 Silver Spring, MD 20910

Telephone Number of Designated Agent: 240-839-4239

E-Mail Address of Designated Agent: [DiscoveryEducationDMCA@Discovery.com](mailto: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. 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 counternotification 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.

## **VI. Corporate Partners and Third Party Content**

A. Any Content made available on the Site, including any recommendations, statements and opinions whether provided by us or any other user, is for general information purposes only. Discovery Education does not guarantee, and does not and is not obligated to verify, authenticate, monitor or edit information input into or stored in the Site for completeness, integrity, quality, accuracy, or otherwise.



B. The Site may contain Content provided by third parties not affiliated with Discovery Education, including corporate partners (“Partners”). The Content provided by Partners is the property of the Partners, who have provided a license to Discovery Education to display the information, and is not guaranteed, endorsed, or adopted by Discovery Education. Partners may pay a fee or other consideration to Discovery Education for providing their Content unless otherwise indicated at the location where the Partner Content is posted. The Content does not take into account your specific circumstances and any reliance you place on the Information is at your own risk.

## **VII. Linking to Our Site**

We welcome links to the Site. You are usually free to establish a hypertext link to any of the Site so long as the link does not state or imply any sponsorship or endorsement of your site by the Site or by Discovery Education and such link does not bypass any login or authentication pages. However, you should check the copyright notice on the page to which you wish to link to make sure that one of our content providers does not have its own policies regarding direct links to their content on the Site.

## **VIII. Links to Other Site and Connecting through Social Media**

The Site may contain hyperlinks to sites operated by third parties. We do not control such sites and will not be responsible for their content or for any breach of contract or any intentional or negligent action on the part of such third parties, which results in any loss, damage, delay or injury to you or your companions. Inclusion of any linked website on the Site does not imply or constitute approval or endorsement of the linked website by us. If you decide to leave the Site to access these third-party sites, you do so at your own risk. All rules, policies (including privacy policies) and operating procedures of sites operated by third parties will apply to you while on such sites. We are not responsible for information provided by you to third parties.

## **IX. Indemnification**

You agree to indemnify, defend and hold harmless Discovery Education, Discovery Education’s joint venture partners, agents, vendors, production companies, programming and content distributors, and the parents, affiliates, subsidiaries, licensees, successors, assigns, officers, directors, and employees of all of the foregoing, and third parties, for any losses, costs, liabilities, damages and expenses (including reasonable attorneys’ fees) relating to or arising out of your use of or inability to use the Site, any claim that Content violates the intellectual property rights of a third party, your violation of these Terms, your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. We reserve the right, at our own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with us in asserting any available defenses.

## **X. Electronic Communications**

Visiting the Site, using the Site, or sending emails to us constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices,

disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing. To opt out of receiving marketing emails from us follow the “unsubscribe” link on the email to change your user preferences. There are certain system-generated and legal notices that you cannot opt out of without deactivating your account.

## **XI. Site Access, Security and Restrictions, Passwords**

You are prohibited from violating or attempting to violate the security of the Site, including, without limitation, (a) accessing data not intended for you or logging onto a server or an account that you are not authorized to access; or (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; or (c) accessing or using the Site or any portion thereof without authorization, in violation of these Terms or in violation of applicable law. You may not use any scraper, crawler, spider, robot or other automated means of any kind to access or copy data on the Site, deep-link to any feature or content on the Site, bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Site. Violations of system or network security may result in civil or criminal liability. Discovery Education will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any activity being conducted on the Site.

## **XII. Disclaimer and Limitation of Liability**

A. DISCOVERY EDUCATION AND/OR ITS AFFILIATES OR SPONSORS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS OR ACCURACY OF THE SITE OR ANY CONTENT, INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. To the maximum extent permitted by applicable law, the Site and all such information, Content, software, products, services and related graphics are provided “as is” without warranty or condition of any kind. Discovery Education and/or its suppliers hereby disclaim all warranties and conditions with regard to the Site and related information, Content, software, products, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title, and non-infringement.

B. Discovery Education cannot and does not guarantee or warrant that files available for downloading from the internet or the Site will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Site for any reconstruction of any lost data. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, ransomware, viruses or other technologically harmful material that may infect your computer equipment, computer programs,

data or other proprietary material due to your use of the Site or any services or Content obtained through the Site or to your downloading of any content posted on it, or on any service linked to it.

C. YOUR USE OF THE SITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE IS AT YOUR OWN RISK. The Site, their Content and any services or items obtained through the Site are provided on an “as is” and “as available” basis, without any warranties of any kind, either express or implied. Neither Discovery Education nor its affiliates and partners makes any warranty or representation with respect to the completeness, security, reliability, quality, accuracy or availability of the Site. Without limiting the foregoing, neither Discovery Education nor its affiliates and sponsors represents or warrants that the Site, their Content or any services or items obtained through the Site will be accurate, reliable, error-free or uninterrupted, that defects will be corrected, or that the Site or any services or items obtained through the Site will otherwise meet your needs or expectations.

D. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL DISCOVERY EDUCATION AND/OR ITS AFFILIATES OR SPONSORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE OR THE APPLICATION, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF DISCOVERY EDUCATION OR ANY OF ITS AFFILIATES OR SPONSORS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. If you are dissatisfied with any portion of the Site, or with any of these Terms, your sole and exclusive remedy is to discontinue your access to and use of the Site.

### **XIII. Student’s Personal Information**

Discovery Education will only collect and use student personal information that is necessary to fulfill its duties and provide and improve the services and Site. Discovery Education’s use of student user information shall be in accordance with Discovery Education’s Privacy Policy.

For students using the Site, any personal information that may be provided, which may include, but is not limited to, first and last name, email address, school, will be provided by the school district, individual school, teacher or individual using the Site. By providing us with personal information about their student users during the enrollment process and in their student user’s use of the Site, teachers, the school, and/or school district are representing to us that they have all necessary authority or consent to provide us with such information.

### **XIV. Governing Law, Venue and Jurisdiction**

These Terms shall be treated as though they were executed and performed in New York, and shall be governed by the laws of the State of New York and the laws of the United States without regard to conflict of law principles. Any claim or dispute related to the Site or under these Terms, the Privacy Policy, and any legal notices on the Site must be instituted within one (1) year after the claim arose (if multiple claims, from the date the first claim arose) or be forever waived and barred. You agree that you will bring any claims in, and submit to the exclusive jurisdiction of, the state and federal courts located in the State of New York.

## **XV. Miscellaneous Terms**

A. The Site are intended for use only within the United States. If you access the Site from outside the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

B. If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Terms shall continue in full force and effect.

C. Unless otherwise specified herein, these Terms and the accompanying Privacy Policy and Data Processing Addendum, where applicable, constitute the entire agreement between you and Discovery Education with respect to the Site and it supersedes all prior communications and agreements, whether electronic, oral or written, between you and Discovery Education with respect to the Site.

D. A failure or delay by Discovery Education to exercise any right, power, or remedy under these Terms does not operate as a waiver and does not preclude any other or further exercise of that or any other right, power, or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing and signed by both parties.

## **XVI. Contact Information**

If you have any questions about these Terms, please contact us by phone at 1-800-323-9084 or by or filling out the form at <https://www.discoveryeducation.com/help/contact-us/>.