

# Consumer Purchase Terms

*(Last updated: December 1, 2020)*

**These Consumer Purchase Terms do not apply to educational institutions. If you are purchasing McGraw Hill products or services as an authorized representative of an educational institution or business that has a separate written agreement with McGraw Hill, that agreement will govern your purchase and use of the products or services and these Consumer Purchase Terms do not apply to you.**

**PLEASE READ THESE CONSUMER PURCHASE TERMS CAREFULLY. SECTION 11 INCLUDES AN ARBITRATION PROVISION REQUIRING ARBITRATION OF CERTAIN DISPUTES INSTEAD OF LITIGATION IN COURT AND A WAIVER OF THE RIGHT TO PARTICIPATE IN CLASS ACTIONS. IF YOUR COUNTRY OF RESIDENCE IS THE UNITED STATES, SECTION 11 APPLIES TO ALL DISPUTES WITH US. IF YOUR COUNTRY OF RESIDENCE IS OUTSIDE THE UNITED STATES, SECTION 11 APPLIES TO ANY ACTION YOU BRING AGAINST US IN THE UNITED STATES.**

Thank you for your interest in products and services provided by McGraw Hill LLC or one of our affiliated companies ("McGraw Hill", "we", or "us"). Your acceptance of these consumer purchase terms and conditions, together with the [Terms of Use](#), our [Privacy Notice](#), and the [Return Policy](#), all of which are hereby incorporated by reference (collectively, the "Consumer Purchase Terms") as described below establishes a legal agreement between you and McGraw Hill and apply to the purchase and sale of products and services made available by McGraw Hill directly to individual and independent customers through this website, including products in physical or printed form (each a "Print Product") and products in digital form (each a "Digital Product") and including items provided free of charge (collectively, the "Products").

These Consumer Purchase Terms constitute the entire agreement between McGraw Hill and you with respect to the purchase and use of McGraw Hill Products. All references to "Services" in the [Terms of Use](#) and "services" in the [Privacy Center](#) shall be deemed to include reference to Products (as such term is defined herein). The [Terms of Use](#) apply to all Product purchases. In the event of a conflict between these Consumer Purchase Terms and the [Terms of Use](#), the terms of these Consumer Purchase Terms shall control.

**By (i) clicking any available “I Agree” checkbox or purchase or submit button on the Product checkout page or (ii) registering your user account, you accept and agree to be bound by these Consumer Purchase Terms. By accepting these Consumer Purchase Terms, you affirm that you have reached the age of majority or legal age in your jurisdiction (generally 18 or older) and that you will comply with these Consumer Purchase Terms in connection with your purchase and use of the Products.**

**1. MODIFICATIONS.**

We reserve the right to update and revise these Consumer Purchase Terms at any time. You will know if these Consumer Purchase Terms have been revised since your last visit to this website by referring to the “Last Updated” date at the top of this page; and we will endeavor to provide you with prior notice of any material changes by placing a notice on this website, communicating via email, or by some other means that are reasonably designed to inform you of the update. Your continued use of the Products after your receipt or the posting of notice of a change to these Consumer Purchase Terms will mean you accept and agree to be bound by the changes. You should review these Consumer Purchase Terms regularly for any changes.

**2. ORDER ACCEPTANCE.**

You agree that your order is an offer to buy, under these Consumer Purchase Terms, all Products listed in your order. We will not be obligated to sell the Products unless and until we accept your order. We may choose not to accept any orders in our sole discretion, in which case you will not be sold such Product and these Consumer Purchase Terms will not apply. After receiving your order, we will send you a confirmation email with your order number and details of the Products you have ordered, which serves as our acceptance of your order (“Order Confirmation”). Acceptance of your order and the formation of the contract of sale between McGraw Hill and you will not take place unless and until you have received your Order Confirmation.

**3. PRICES AND PAYMENT TERMS.**

All prices posted on our websites are subject to change without advance notice. The price charged for a Product will be the price posted on our website at the time the order is placed and will be set out in your Order Confirmation. Price increases will only apply to orders placed after such changes. Posted prices do not include taxes or charges for shipping and handling. All such taxes and charges will be added to your total amount due and will be itemized and displayed when Products are placed in your shopping cart and in your Order Confirmation. We are not responsible for pricing, typographical, or other errors and we reserve the right to cancel any orders arising from such errors.

We currently use third parties to process payments. Our third-party payment processors ("Payment Processor") accept payments through various credit cards, including Visa, MasterCard, American Express, and Discover, as detailed on the applicable payment screen. You must provide current, complete, and accurate payment information in order to complete a purchase. You should immediately contact your card issuer, and promptly notify us and change your password as soon as possible if your payment information is canceled (e.g., for loss or theft) or if you become aware of a potential breach of security, such as if your username or password is lost or stolen or you believe there has been unauthorized disclosure or use of your account.

**4. SHIPPING, DELIVERY, TITLE, AND RISK OF LOSS.**

We will arrange for shipment of the ordered and accepted Print Products to you through a third-party delivery service provider, and we will provide a shipment tracking number upon shipment of all or any part of your order. Shipping and delivery dates and times are estimates only and cannot be guaranteed, and we are not liable for any loss or damages caused by a delay in shipment. Print Product title and risk of loss pass to you upon the transfer of Print Products to the delivery service provider.

You are responsible for inspecting the package(s) upon delivery and must note any visible damage on the proof of delivery or other delivery receipt the carrier asks you to sign. McGraw Hill is not responsible for any visible shipping damage not noted on the delivery receipt.

**5. PRODUCT SUBSCRIPTIONS AND AUTO-RENEWALS.**

McGraw Hill offers a variety of Products, including software and services such as ALEKS Independent Use, on a subscription basis subject to auto-renewal. This means that your subscription will automatically renew for a given term as communicated to you in the manner described below without any further action taken by you. Auto-renewal ensures continued access to your Product until you cancel your subscription, with no need to keep track of renewal dates.

Subscription periods shall commence upon the date of your order of the applicable Product. We will automatically renew your subscription on the applicable renewal dates presented to you on the Product checkout page and set forth in your Order Confirmation, using the payment method you used to pay for the initial subscription, until you cancel your subscription. You must cancel your subscription before it automatically renews at the end of the then-current subscription period (or free trial if applicable) in order to avoid renewal charges. Subscription fees are subject to change, and you will be charged at the then-current published subscription fee for your term. You will be notified in advance of any changed subscription fees and will be provided the opportunity to cancel prior to your subscription automatically renewing at the new price. Your

access is conditioned upon timely payment of the applicable subscription fee. You will not have access to the relevant subscription Product beyond your then-current paid period if your subscription is cancelled, allowed to lapse, or terminated for non-payment. **YOU MAY BE SUBJECT TO TERMINATION FEES FOR CANCELLATION OF SUBSCRIPTIONS DURING THE TERM.**

You may cancel your subscription for a Product by following the directions for cancellation in your Order Confirmation or by signing into your account for that Product, visiting your account information page, and following the instructions for cancellation or opt out for auto-renewal, or by contacting [Customer Service](#). You may cancel a subscription at any time, but the cancellation will only become effective at the end of your current billing period (or free trial if applicable). **We do not offer refunds or credits if you cancel your subscription after your new billing cycle began.** If you cancel your subscription in the middle of a billing cycle, you will not receive a refund of any prepaid subscription fees. Cancellation will only take effect at the end of your current billing period (or free trial if applicable) and we will allow you to access the relevant subscription Product until your most recently paid-up subscription period ends, unless a specific subscription Product offers a different policy.

Please review your Order Confirmation for additional auto-renewal terms for your specific Product subscription, including renewal dates, cancellation methods, and any fees, such as early termination fees, that may apply in some circumstances for some subscriptions.

## 6. **RETURNS AND REFUNDS.**

Refunds are available from McGraw Hill only for items purchased directly from McGraw Hill. Products purchased from bookstores, online retailers or other third parties may not be returned to McGraw Hill.

To return a Product, you must follow the instructions listed on the applicable purchase confirmation for the Product or our [Return Policy](#), or visit our [Customer Service](#) site for directions before shipping any returnable Print Products.

Refunds are processed within approximately 10 business days of our receipt of your returned Product. Your refund will be credited back to the same payment method used to make the original purchase on this website. **WE DO NOT OFFER REFUNDS ON ANY PRODUCTS DESIGNATED AS NON-RETURNABLE.**

Except for Products purchased on an automatically renewing subscription basis or any Products designated on this site or in the applicable Product purchase process as non-returnable, we will accept a return of Products purchased directly from McGraw Hill using this website, for a refund of your purchase price, less the original shipping and handling costs (if any), provided your return is made within the specified time period applicable to such Product set forth in our [Return](#)

## Policy.

### *Print Products*

Print Products must be returned in new, unmarked, and saleable condition. You are responsible for all shipping and handling charges on returned Print Products. You bear the risk of loss during shipment.

### *Digital Products*

Downloadable digital products are not eligible for return once downloaded. Digital Products offered on a single-term subscription basis and purchased by you that are required by your institution (e.g., Connect, ALEKS) may be returned within 14 days of the date of purchase. Independent use subscriptions to Digital Products purchased for your personal supplemental use (e.g., redi, ALEKS MathReady) do not offer refunds for partially used subscription periods. Please visit our [Customer Service](#) site for further details. You may cancel a subscription to a Digital Product at any time by following the instructions set forth in your Order Confirmation, by signing into your account for that Product, visiting your account information page, and following the instructions for cancellation or opt out for auto-renewal, or by contacting [Customer Service](#). Subscriptions to Digital Products for one-month or shorter terms are non-refundable.

Digital Products offered on an automatically renewing subscription basis do not offer refunds or credits may be subject to additional terms governing returns and refunds, which will be made available to you on the Product checkout page and/or your Order Confirmation. Please be sure to review all terms posted on the Product checkout page or provided in an Order Confirmation.

## **7. PROMOTIONS AND DISCOUNTS.**

From time to time, McGraw Hill may offer certain promotions or discounts that may be redeemed in a purchase for Products, subject to certain exclusions or other restrictions as may be determined and communicated by McGraw Hill in its sole discretion. Only valid offer codes provided by McGraw Hill will be honored at checkout. Codes supplied or promoted by third parties unauthorized by McGraw Hill (including any unauthorized third-party websites) will not be considered valid. Each valid offer code is non-transferable and valid for single use on a Product as determined by McGraw Hill. Offer codes may not be combined, and you are limited to the use of a single offer code per order. McGraw Hill is not responsible for lost, stolen or corrupted codes or any unauthorized use of codes. McGraw Hill is not responsible for pricing, typographical, or other errors in any offers and reserves the right to cancel any orders arising from such errors. Offer codes cannot be redeemed for cash or any cash equivalent. The dollar value of any offer code will not be refunded or credited back if any or all of the Products are returned. Expiration dates may apply to each offer code. Offer codes are void if copied, transferred, sold, exchanged, or expired, and where otherwise prohibited.

Promotions may include introductory free trial subscriptions that automatically renew as paid subscriptions at the end of the relevant free trial period, as indicated on the Product checkout page and/or Order Confirmation. Please be sure to review all terms posted on the Product checkout page and/or provided in an Order Confirmation, including renewal dates, cancellation methods, and any fees that may apply.

**8. NOT FOR RESALE OR EXPORT.**

You agree that your Product purchase is for your own use, not for resale, export, re-export, or transfer. Your purchase is subject to, and you are responsible for, compliance with the export control and economic sanctions laws of the United States and other applicable jurisdictions ("Export Laws"). Your purchase may not be sold, leased, or transferred to restricted countries, restricted end users, or for restricted end uses according to the Export Laws.

**9. THIRD-PARTY SERVICES.**

The Products may contain links or connections to third-party websites, services, or other technology provided by third parties that are not owned or controlled by us ("Third-Party Services"). When you access Third-Party Services, you accept that there are risks in doing so, and that we are not responsible for such risks. A Third-Party Service may include or be accompanied by a separate service, license, privacy policy, or other agreement ("Third-Party Agreement"), in which case that Third-Party Service is provided solely under the terms of that separate Third-Party Agreement. The applicable supplier of any Third-Party Service is an intended third-party beneficiary of these Consumer Purchase Terms and may enforce such terms directly against you with respect to such Third-Party Services. By using Third-Party Services, you release and hold us harmless from any and all liability arising from your use of any such Third-Party Service. If there is a dispute between users, or between users and any third party in relation to a Third-Party Service, we are under no obligation to become involved.

**10. INTELLECTUAL PROPERTY.**

We or our licensors own and retain all right, title, and interest in and to the Products, including all associated trademarks, copyrights, trade secrets, and other intellectual property rights. Nothing in these Consumer Purchase Terms transfers any such rights, title, or interest to you, and we reserve all rights not expressly granted to you. For clarity, the license restrictions in Section 3 of the Terms of Use shall apply to Digital Products.

During the time you have a valid license to access a McGraw Hill eBook, you may access your eBook on only one (1) web session if using the McGraw Hill browser reader application(i.e., no concurrent users allowed) or up to two (2) devices if using a McGraw Hill reader mobile application. Only one licensed user at a time may log in to an ALEKS account. Only one licensed user at a time may

log in to a Connect account. Up to five (5) concurrent login sessions are allowed for a validly licensed ConnectED account. The number of concurrent login sessions per licensed account for a Product may change from time to time in our sole discretion.

**11. DISPUTE RESOLUTION, BINDING ARBITRATION, AND CLASS ACTION WAIVER.**

*GOVERNING LAW.* These Consumer Purchase Terms and the relationship between you and McGraw Hill will be governed by the laws of the State of New York without regard to its conflict of law provisions.

*ARBITRATION.* You and McGraw Hill agree to submit to the personal and exclusive arbitration of any disputes relating to your use of the Products under the rules of the American Arbitration Association Rules for Arbitration of Consumer-Related Disputes, except with respect to disputes arising out of (i) violations of our intellectual property rights or (ii) individual claims made in small claims court. Any such arbitration will be conducted in New York County in the State of New York. You covenant not to sue McGraw Hill in any other forum. Discovery and rights to appeal in arbitration are generally more limited than in a lawsuit, and other rights that you and we would have in court may not be available in arbitration.

*CLASS ACTION WAIVER.* You agree that (i) no arbitration proceeding hereunder shall be certified as a class action or proceed as a class action, or on a basis involving claims brought in a purported representative capacity on behalf of the general public, other customers or potential customers; and (ii) no arbitration proceeding hereunder shall be consolidated with, or joined in any way with, any other arbitration proceeding.

You also acknowledge and understand that, with respect to any dispute arising out of or relating to your use and purchase of Products, or these Consumer Purchase Terms:

- YOU ARE GIVING UP YOUR RIGHT TO PURSUE YOUR RIGHTS IN COURT;
- YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT OR ARBITRATION INVOLVING ANY SUCH DISPUTE; AND
- YOU MUST FILE ANY CLAIM WITHIN ONE (1) YEAR AFTER SUCH CLAIM AROSE OR IT IS FOREVER BARRED.

12. Notwithstanding the foregoing, to the extent that you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in any state or federal court in the State of New York.

This dispute resolution provision will be governed by the Federal Arbitration Act and not by any state law concerning arbitration. Any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies, or awards that conflict with these Consumer Purchase Terms.

**13. FORCE MAJEURE.**

We will not be liable or responsible to you, nor be deemed to have defaulted or breached these Consumer Purchase Terms, for any failure or delay in our performance (including a delay in shipment or delivery of Products to you) under these Consumer Purchase Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, quarantines, lockdowns, lockouts, strikes or other labor disputes (whether or not relating to our workforce), restraints or delays affecting carriers, inability or delay in obtaining supplies of adequate or suitable materials, or telecommunication breakdown or power outage.

Click here to view [Terms of Service](#).

Click here for the Spanish language version of the [Terms of Use](#).

Click here to view [Return Policy](#).