

# Terms of Use

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## TERMS OF USE

### CONSUMER PURCHASE TERMS

### USER CONTENT SUBMISSION

# McGraw Hill Terms of Use

*(Last updated: January 2020)*

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If you do not agree to this Agreement, you may not access or otherwise use the Sites or the Services.

You may use the Services only if you have reached the age of majority or legal age in your jurisdiction (generally 18 or older) and can form legally binding contracts under applicable

law. If you are under 18 or the legal age of majority in your jurisdiction, your educational institution, parent, or guardian must agree to these Terms of Use on your behalf.

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**2. USER INFORMATION, COPPA.**

During the course of using the Services, we may ask you to share certain personal information in order for us to provide you with the Services. Our Privacy Notice describes our policies around collecting, using, and maintaining the privacy of your personal information. You acknowledge and agree that between you and McGraw Hill, only you are responsible for the accuracy and content of your personal information, and you agree to keep it up to date.

In accordance with the Federal Children's Online Privacy Protection Act of 1998 (COPPA), we will never knowingly solicit, nor will we accept, personally identifiable information from users known to be under thirteen (13) years of age without the consent of their educational institution or the child's parent or guardian. If an educational institution with students that are under thirteen (13) years of age uses our Services, the educational institution may also provide us with personally identifiable information about its students. We use student information to provide the Services to the educational institution and its students, consistent with our Privacy Notice.

**3. INTELLECTUAL PROPERTY.**

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**4. ACCESS TO MCGRAW HILL CONTENT.**

We may provide you with access to content and information related to the Services (the "McGraw Hill Content"). Your use of McGraw Hill Content is subject to these Terms of Use as well as any additional terms you agree to in connection with such McGraw Hill Content and/or posted on the Site for the McGraw Hill Content, including, without limitation, any prohibitions on distribution of the McGraw Hill Content to students or third parties. You are responsible for maintaining the confidentiality of your password and account and are fully responsible for all activities that occur under your password or account. You may not share or distribute to a third party any screen name or password for accessing the Services or the McGraw Hill Content. You may access and use materials from the Services and/or the McGraw Hill Content only for your own research or study.

**5. RESTRICTIONS ON USE.**

Only you are to access the Services and/or the McGraw Hill Content using your username or password. If your license includes access to eBooks, during the time you have a valid license you may access your eBook on only one (1) web session if using the McGraw Hill eReader (i.e., no concurrent uses allowed) or two (2) devices if using McGraw Hill's Read Anywhere mobile application. If we have reason to believe you have shared your password information or access to your account or have used the Services in violation of the provisions herein, we may suspend or terminate your account and refuse any and all current or future use of the Services. You agree that you will not otherwise copy, transmit, rent, forward, lend, sell, or modify any materials from the Services and/or the McGraw Hill Content or modify or remove any proprietary notices contained therein, or create or enable the creation of derivative works based thereon. You may not use any robot, spider, other automatic device or program or manual process to access, monitor, copy or reproduce the Services or the McGraw Hill Content. You may not engage in systematic retrieval of content from the Services or the McGraw Hill Content to create or compile, directly or indirectly, a collection, compilation, database or directory. You may not disseminate any portion of the Services or the McGraw Hill Content through electronic means, including mail lists or electronic bulletin boards. You may not reverse engineer the Services, nor circumvent, disable, or otherwise interfere with any technical and/or other limitations, including without limitation security-related features. You acquire no right, title or interest in any McGraw Hill content except for the limited access license granted to you, and McGraw Hill reserves all rights in the McGraw Hill Content.

**6. COMMUNICATIONS TO MCGRAW HILL.**

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## **7. COMMUNITY GUIDELINES.**

In using the Sites or Services, you agree you will not: (a) submit material that is unlawful, obscene, lewd, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, excessively violent, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate or objectionable; (b) post advertisements or solicitations of business; (c) impersonate another person; (d) submit material that is copyrighted, protected by trade secret or otherwise subject to third party intellectual property or proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant McGraw Hill all of the license rights granted herein; (e) submit material that is unsuitable for minors in any country; or (f) submit material that is malicious or destructive in nature, or contain a virus or other computer programming routine or engine that is intended to damage or otherwise interfere with any system, data, or information. McGraw Hill does not and cannot review all User Content or Service Uploads and is not in any manner responsible for such content. McGraw Hill reserves

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**8. NO WARRANTIES.**

WE AND OUR LICENSORS AND SERVICE PROVIDERS MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE CONTENTS OF OUR SITES, MCGRAW HILL CONTENT OR THE SERVICES. WE SHALL NOT BE SUBJECT TO LIABILITY FOR ANY DELAYS OR INTERRUPTIONS OF OUR SITES OR THE SERVICES FROM WHATEVER CAUSE. YOU AGREE THAT YOU USE THE SITES, THE MCGRAW HILL CONTENT, AND THE SERVICES AT YOUR OWN RISK. OUR SITES, MCGRAW HILL CONTENT AND THE SERVICES MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS OR OMISSIONS. MCGRAW HILL IS NOT RESPONSIBLE FOR ANY SUCH TYPOGRAPHICAL OR TECHNICAL ERRORS. MCGRAW HILL RESERVES THE RIGHT TO MAKE CHANGES, CORRECTIONS, AND/OR IMPROVEMENTS TO OUR SITES, MCGRAW HILL CONTENT AND THE SERVICES AT ANY TIME WITHOUT NOTICE.

**9. EXTERNAL WEBSITES.**

Our Sites may contain links to third-party applications or websites ("External Websites"). These links are provided only as a convenience to you and not as an endorsement by us of the content on such External Websites. When you access an External Website, McGraw Hill has no control over its content, applications, or services. We do not make any representations regarding the accuracy, quality, or accessibility of any External Website or its content or materials. McGraw Hill disclaims all liability for any errors, omissions, violation of third-party rights or illegal conduct arising from such External Websites.

**10. INDEMNIFICATION.**

You agree to defend, indemnify, and hold harmless McGraw Hill and our officers, directors, employees, successors, licensors, service providers, and assignees from and against any claims, actions, demands, liabilities, losses, damages, costs and expenses including, without limitation, reasonable legal and accounting fees, arising from or relating to your breach of this Agreement or your access to, use, or misuse of the McGraw Hill Content, our Sites, or the Services. We shall provide notice to you of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit, or proceeding. We reserve the right to assume the exclusive defense and control of any matter that is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting our defense of such matter.

**11. LIABILITY.**

IN NO EVENT WILL MCGRAW HILL OR ITS LICENSORS OR SERVICE PROVIDERS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, LOST TIME, LOST MONEY, LOST DATA, LOST PROFITS OR GOOD WILL, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEN OR UNFORESEEN WITH RESPECT TO ANY USE OF THE MCGRAW HILL CONTENT, SITES, THE SERVICES, OR OTHERWISE ARISING FROM OR RELATING TO THESE TERMS OF USE AND IN NO EVENT SHALL THE LIABILITY OF MCGRAW HILL OR ITS LICENSORS FOR WHATEVER CAUSE EXCEED THE FEES PAID BY YOU IN CONNECTION WITH YOUR USE OF THE MCGRAW HILL CONTENT, THE SITES, OR THE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THE FOREGOING EXCLUSION OF LIABILITY IS NOT PERMITTED UNDER APPLICABLE LAW, MCGRAW HILL'S LIABILITY IN SUCH CASE WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

**12. INFRINGEMENT NOTIFICATION.**

We respect the intellectual property rights of others, and require that the people who use our Sites do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please send notifications of the claimed infringement to: Legal Department, McGraw Hill, 2 Penn Plaza, New York 10121. Notices of the claimed infringement should include the following information: (a) your address, telephone number, and email address; (b) a description of the copyrighted work that you claim has been infringed; (c) a description of where the alleged infringing material is located, with a link if possible; (d) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (e) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

**13. COMPLIANCE WITH APPLICABLE LAWS.**

We control and operate our Sites from our offices in the United States of America. We do not represent that materials on our Sites are appropriate or available for use in other locations. Persons who choose to access our Sites from other locations do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable. All parties to these terms and conditions waive their respective rights to a trial by jury.

#### **14. TERMINATION OF THE AGREEMENT.**

We reserve the right in our sole discretion, to restrict, suspend, or terminate your use or access to any of the Services, McGraw Hill Content, and/or our Sites and/or discontinue any portion, feature, or content of the Services, McGraw Hill Content, our Sites, or this Agreement at any time and for any reason without prior notice or liability. If you violate these Terms of Use McGraw Hill may, but is not obligated to, report any such violation of these Terms of Use to your educational institution. When reasonably feasible, we will make reasonable efforts to provide notice of significant changes to the Services to end users with active licenses to use the Services.

#### **15. MISCELLANEOUS.**

If any provision of this Agreement is found to be invalid by any court having competent jurisdiction or terminated in accordance with the "Termination of the Agreement" provision above, the invalidity or termination of such provision shall not affect the validity of the following provisions of this Agreement, which shall remain in full force and effect: "Intellectual Property," "Communications to McGraw Hill," "No Warranties," "Indemnification," "Liability," "Compliance With Applicable Laws," "Termination of the Agreement," and "Miscellaneous." Our failure to act on or enforce any provision of this Agreement shall not be construed as a waiver of that provision or any other provision in this Agreement. No waiver shall be effective against us unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. Except as expressly agreed by us and you in writing, this Agreement constitutes the entire Agreement between you and us with respect to the subject matter, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter. The section headings are provided merely for convenience and shall not be given any legal import. This Agreement will inure to the benefit of our successors, assigns, licensees, and sublicensees.

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