

# TERMS AND CONDITIONS OF USE

Effective Date: November 19, 2020

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Please read the terms of use below before you create your World Book Online account. Online transactions are protected by our secure server software.

## 1. Introduction.

### Definitions.

Institutional Subscribers shall be defined as a business ("Business"), government agency ("Agency"), school and related facilities ("School"), college or university ("University") or public library ("Library").

"Authorized Users" shall be defined as the following: (a) in the case of Schools: its students, its faculty members, administrators, and employed staff; (b) in the case of Universities: its full or part-time students, its faculty members, administrators and employed staff; (c) in the case of Businesses and Government Agencies: employees, agents and representatives; and (d) in the case of a National, State or Public Library, its Library patrons, Library customers, and Library users, employees, agents and representatives. Only these individual persons are permitted to access the Services remotely. Schools, Universities, Businesses and Government Agencies who are members of a National, State or Public Library are not Authorized Users under a Library's license agreement with World Book.

By using the Site, you represent to World Book that you are of legal age and capacity to enter into, and be bound by, this agreement.

## 2. License Grant and Usage Authorization.

World Book Online is an online information and educational service provided by World Book consisting of information, services and content (as defined in Section 7) provided by World Book, affiliates of World Book, and third parties. World Book grants to you a non-exclusive, non-transferable license for you and your authorized users ("**Authorized Users**" as defined in Section 1 above) to access and use the services ("**Services**"), identified in the Connection Form as incorporated herein by reference subject to the terms and conditions of: (i) these Terms and Conditions of Use, the [Privacy Policy](#) and other policies posted throughout the Site (collectively, the "**Additional Terms**", which are incorporated herein by reference, as the same may be changed from time to time by

World Book). The Additional Terms along with your Connection Form shall be collectively referred to as the "Agreement". In the event of a conflict between the terms of this Agreement, Connection Form, and any other terms, the terms of these Terms and Conditions of Use shall control.

The right to use the Services is granted only to you and your Authorized Users and is not transferable or assignable to any other person or entity. You may permit multiple workstations to access the Services, but only by Authorized Users. Authorized Users shall be members or affiliates of your organization who are established by reasonable security measures developed by World Book, such as: User ID, "cookies", IP address, referring URL, or library card number. User access to the Services utilizing these security measures shall be maintained by you to prevent unauthorized access to the Services.

It is your responsibility to ensure that all use of the Services, including, without limitation, use by Authorized Users, is strictly in compliance with the terms of the Agreement. You acknowledge and agree that home access to the Site via a private computer is only permitted by an individual utilizing his or her password, for personal, non-commercial use. You shall not permit utilization of the Site by another institution or entity. Use of your password by another institution or entity is strictly forbidden and may result in immediate termination of this Agreement. You represent and warrant that the data included in the Connection Form is true and accurate as of the date your access to the Services is activated by World Book and that you promptly shall inform World Book in the event that any data included in the Connection Form needs to be updated or changed.

Title to, ownership of, and all proprietary rights in and to the content contained on the Site are reserved to and will at all times remain with World Book and its licensors. You shall have only those limited license rights with respect to the Site expressly granted to you in this Agreement. All rights not expressly granted herein are reserved to World Book and its licensors.

World Book is not responsible for providing, maintaining and updating all access lines, telephones and computer equipment, including software, modems and/or other peripheral access devices, required for your access to the site.

### **3. Access to the Site.**

By accessing, browsing and/or using the Site, you acknowledge that you have read, understood and agreed to be bound by these terms and conditions of use, including the Agreement and Additional Terms and to comply with all applicable U.S. laws and regulations. If you do not or cannot agree to the Terms, please do not use the Site or any of the services offered through the Site. Such updates, revisions, supplements, modifications and additional rules, policies, terms and conditions will be effective immediately and incorporated into these Terms upon notice thereof, which may be given by any reasonable means including by posting to the Site. Your continued viewing

or use of the Site following such notice will be deemed to conclusively indicate your acceptance of any and all such Additional Terms.

**Remote Access.** Only Authorized Users are permitted to access the Services remotely.

## 4. Charges and Payment.

Unless otherwise agreed, all charges you incur for use of the Site will be charged to the credit card number provided by you at the time of purchase or as otherwise stated in this Section 4. If World Book Online does not receive payment from the card issuer, you agree to pay World Book Online all amounts due upon demand. World Book Online may take commercially reasonable actions to validate your credit card. If you did not provide a credit card, you shall pay to World Book or World Book's designee, as appropriate, all invoiced fees and charges due under the Agreement within thirty (30) calendar days of your receipt of an invoice. You agree to pay all attorney and collection fees arising from World Book Online efforts to collect any past due amounts from you to the extent allowed by law.

## 5. Term and Termination.

The term of your subscription shall commence on World Book's acceptance of your registration and shall renew automatically for successive additional terms of one (1) year each upon World Book's receipt from you and acceptance of a valid purchase order or other form of payment approved by World Book to extend the term of this Agreement. If no valid payment is received and/or accepted by World Book prior to the expiration of the then-current term, this Agreement will automatically terminate at the end after expiration of the time period for the subscription plan.

You may only terminate your subscription by calling us at 800-338-8382 or emailing [CustomerSuccess@worldbook.com](mailto:CustomerSuccess@worldbook.com). You will not receive any refund of the subscription fee paid to World Book.

World Book may terminate your subscription at any time for any or no reason. If World Book terminates your subscription (other than for: a) your breach of this Agreement or the World Book Acceptable Use Policy or b) Your use of the Site in a manner which is disruptive, causes a malfunction of the Site, violates the intellectual property or privacy or publicity rights of World Book or a third party, or violates any other applicable laws and regulations), World Book shall refund to you, at World Book's option, either the full subscription fee you paid to World Book for your then current term or a pro rated portion of the subscription fee you paid to World Book for the unexpired portion of the term of your subscription. On the effective date of termination, all rights granted to you under the Agreement terminate immediately. Those sections of the Agreement that should by their nature survive termination or expiration of the Agreement shall survive such termination or expiration.

Upon your subscription expiration, or termination as defined in this Section 5, you will no longer have the right to use, distribute, transmit, share, communicate, or publicly display any content found within the databases.

## **6. Changes and Notifications.**

World Book Online may, at any time, change the Site, the Site's privacy policy, subscription plan charges, payment procedures or other terms of this agreement. Changes to the subscription plan charges, payment procedures, terms and conditions, and the Site will be provided to you in an email, through your educational consultant, or by utilizing any other reasonable means. Changes to subscription charges will be effective at the end of your current subscription term.

If you find any change World Book Online makes to be unacceptable, you may terminate your subscription to the Site in accordance with this Agreement. Your use of the Site after the effective date of a change constitutes your continued acceptance of the site Agreement and the Site, as changed.

## **7. Usage Obligations.**

The Site contains copyrighted animations, photographs, images, maps, charts, illustrations, videos, bubble views, text, music, sounds and other intellectual property of World Book Online and third party suppliers ("**Content**"). All rights, title and interest in and to the Content, including all applicable copyrights, trade secrets, patents and other intellectual property rights, are and shall remain vested in World Book Online and its suppliers.

Except to the extent expressly provided in this Agreement or as permitted under the U.S. Copyright Act of 1976, as amended, you agree that you will not:

- a. Copy, use or download Content except to the extent permitted by the features of the Site
- b. Reproduce and/or distribute Content except for educational, noncommercial or personal uses only provided that no changes or deletions are made to the Content, author attributions or proprietary notices in the Content
- c. Decompile, reverse engineer, disassemble, or otherwise reduce the Content to a machine or human readable form
- d. Reproduce the Content in any other medium or on any other server or location for further reproduction or redistribution. Sublicense, lease or otherwise remarket or distribute by any means now or hereafter any portion of content to the Site.

## 8. Acceptable Use of the Site.

In order to use the Site, you must obtain access to the World Wide Web directly or through devices that access Web-based content and pay any and all service fees associated with such access.

### a. Individual Use.

You agree that you are only authorized to visit, view and to retain a single copy of pages of the Site for your own internal use and not on behalf of any other person or entities, and that you will not duplicate, download, publish, modify or otherwise distribute any material on the Site for any purpose other than for your own internal use unless otherwise specifically authorized by World Book in this Agreement or in writing. We post legal notices and various credits on pages of the Site, which may not be removed even from your permitted copies. Please do not remove these notices or credits, or any additional information contained along with the notices and credits.

You further agree:

- i. Not to publish, post, or otherwise distribute the login ID and password that has been established for use with your individual subscription(s) to World Book Online.
- ii. To notify the Site's Customer Service Department promptly if you suspect unauthorized use of the Site.
- iii. That you are responsible for the results obtained, and conclusions drawn, from your use of the Site.
- iv. To comply with all applicable laws, regulations, or conventions in using the Site, including, but not limited to, those related to child pornography, gambling or gaming, obscenity, intellectual property rights, data privacy, import/export of data and taxes, or misleading or deceptive conduct.
- v. That you are not a specifically designated individual or entity under any U.S. (or other) embargo or otherwise the subject, either directly or indirectly, to any order issued by any agency of the U.S. Government (or any other government) limited barring, revoking or denying, in whole or in part, your export privileges and that you will notify World Book Online immediately in the event that you become subject to any such order.
- vi. And, not to export or re-export the Content, directly or indirectly, to any countries that are subject to USA export restrictions.

### b. Deep Links; Linking.

You agree not to "deep-link" to the Site, meaning that you will not create, post, display, publish or distribute any link to any page other than the front (home) page of the Site for any purpose, unless you are an Authorized User.

**c. Framing.**

You agree not to create any frames at any other Web site(s) pertaining to or using any of the Content for any purpose, unless specifically authorized by World Book in writing to do so.

**d. Security, Cracking and Hacking.**

You are prohibited from violating or attempting to violate the security of the Site. Accordingly, you agree not to:

- i. Access data or materials not intended for you.
- ii. Log into a server or account which you are not authorized to access.
- iii. Attempt to probe, scan or test the vulnerability of a system or network or service to any user, host or network, including without limitation, by means of submitting a virus to the Site, overloading, "flooding," "mailbombing" or "crashing" the Site.

Violations of system or network security may result in civil or criminal liability. World Book reserves the right to investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who have participated in such violations. You understand that data and communications, including e-mail and other electronic communications, may be accessed by unauthorized third parties when communicated over the Internet.

**e. You Are Responsible for All of Your Activities and All of The Content You Post.**

You represent and warrant that any information you post or provide to World Book by means of the Site, including, without limitation, as part of any registration or subscription or to gain access to or use any services offered on the Site, is truthful, accurate, not misleading and offered in good faith. Any information disclosed to you via the Site including, without limitation, any Content, products or configuration recommendations or product specifications, are not offered with any warranty or representation as to accuracy, performance or suitability for your intended purpose or compliance with applicable law. World Book expects that you will exercise caution, best product development practices, best manufacturing practices and engineering oversight in using information supplied through the Site. You agree NOT to use the Site for or in connection with any of the following activities:

- i. Transmitting or relaying spam, spoofing or otherwise impersonating any person or entity, or falsely stating or otherwise misrepresenting your identity or affiliation in any way.
- ii. Using the Site for any tortious, fraudulent or illegal purpose.



- iii. E-mailing, uploading, or otherwise transmitting or using the Site in furtherance of the use, distribution or transmission of any unlawful, harassing, defamatory, tortious, libelous, sexually explicit, obscene, hateful, racially, ethnically or otherwise objectionable material of any kind, including any materials that promote violence or assist in causing or carrying out such violence or materials that holds World Book or its employees, officers, directors, shareholders, affiliates or the Site up to public scorn or ridicule.
- iv. Transmitting material that contains viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines or engines that are intended to damage, destroy, disrupt or otherwise impair a computer's functionality or the operation of the Site.

f. **Do Not Violate Third-Party Intellectual Property Rights.**

Without limiting the foregoing, you may not, and by using the Site you agree not to, use the Site to:

- i. Transmit or post material that is copyrighted, unless you are the copyright owner or have obtained the permission of the copyright owner to transmit it.
- ii. Transmit or post material that reveals trade secrets, unless you own them or have the permission of the owner to so transmit them.
- iii. Transmit or post material that infringes on any Intellectual Property Rights (as defined below) of others or violates the privacy or rights of publicity of others.

For purposes of these Terms, the term "**Intellectual Property Rights**" means collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide, including, without limitation, moral rights and similar rights.

To the extent that the Site contains links to other web sites or resources ("**Third-Party Materials**"), your use of such Third-Party Materials shall be governed by any terms and conditions specific to those Third-Party Materials, in addition to this Agreement. The proprietors of such Third-Party Materials may provide technical support of such Third-Party Materials, restrict the use of such Third-Party Materials or limit the availability of such Third-Party Materials for any reason. World Book shall not be liable for any Third-Party Materials.

g. **Ownership.**

World Book will place content on the Site for you to examine from time to time. Moreover, World Book attempts to display the Content in a way that will be easily accessible and useful for you, the user. All Content and materials on the Site including, without limitation, text, graphics, logos, button icons, images, audio

clips and software included in the Site and any services offered on the Site, are the property of World Book, its sponsors or business affiliates, and/or their respective licensors, and are subject to U.S. and international copyright, trademarks and other proprietary rights and Intellectual Property Rights laws. The compilation of all Content on the Site is the exclusive property of World Book and is protected by U.S. and international copyright laws. All software used on the Site is the property of World Book or its licensors and is subject to U.S. and international copyright laws and made available subject to the applicable end-user agreement, or, if none, the terms of this Agreement that refer to Content. Except to the minimum extent otherwise expressly permitted under copyright law, no copying or exploitation of material from the Site is permitted except expressly in accordance with these Terms or with the express written permission of World Book and any other applicable copyright owner. You acknowledge that you do not acquire any ownership rights by virtue of downloading copyrighted material from the Site. All rights not expressly granted hereunder are expressly reserved to World Book.

**h. Social Features.**

You agree that the content sent through email or otherwise posted on public areas of the site ("**Social Features**") is not endorsed by, and shall not be considered review, screened or approved by, World Book or any party on their behalf. However, World Book reserves the right for any reason to remove any such content and to restrict or deny, in its sole discretion, any user access Forums without notice.

**i. Spidering.**

The use of any tools, programs, robotic algorithms or products to automatically download or "spider" the Site or any of the pages of the site infringes on world book's and/or its licensors' copyrights. Do not use any such tools or products on or in connection with the Site.

**j. Site Availability.**

The Site is generally available seven (7) days a week, However, World Book may, at any time, without notice or liability, restrict the use of the Site or limit its availability in order to perform maintenance, update the Content or features, or for any other reasons World Book deems appropriate.

## **9. Children's Privacy.**

### **Minors and Children under 16.**

If you are under the age of 16 please obtain permission from your parents/legal guardian or the school/library before using the Services. If World Book discovers that is



has received a minor's or a child's personal information, without proper consent, World Book will delete it from our systems. World Book does not knowingly solicit or collect data online from, or market online to, minors or children under the age of 16.

### **CHILDREN UNDER THE AGE OF 13.**

The Children's Online Privacy Protection Act of 1998 and its rules (collectively, "COPPA") require us to inform parents and legal guardians (as used in this section, "parents") about our practices for collecting, using, and disclosing personal information from children under the age of 13 ("children"). It also requires us to obtain verifiable consent from a child's parent for certain collection, use, and disclosure of the child's personal information.

This Section notifies parents of:

- The types of information we may collect from children.
- How we use the information we collect.
- Our practices for disclosing that information.
- Our practices for notifying and obtaining parents' consent when we collect personal information from children, including how a parent may revoke consent.
- All operators that collect or maintain information from children through this Site.

Only the other provisions of this Privacy Policy applies to teens and adults.

### **Information We Collect from Children**

Often Children are on the Site as the result of a Business Subscription between World Book and the child's School or Library. Children can access many parts of the Site and its content and use many of its features without providing us with personal information. However, some content and features require us to collect certain information, including personal information, from them. In addition, we use certain technologies, such as cookies, to automatically collect information from our users (including children) when they visit or use the Site.

We only collect as much information about a child as is reasonably necessary for the child to participate in an activity, and we do not condition his or her participation on the disclosure of more personal information than is reasonably necessary.

**Information We Collect Directly.** A child must provide us with the following information to create a personal My World Book Account on our Site: name (not required to be a full name), a username, password, and security question and answer that a user can use to reset a password should it be forgotten.

We enable authorized users to communicate with others on or through the Site by posting to public areas of the Site. The nature of these Social Features allows children to disclose personal information about themselves. We do not monitor or review this

content before it is posted, and we do not control the actions of third parties with whom your child shares his or her information. We encourage parents to educate their children about safe internet use and to monitor their children's use of social features.

**Automatic Information Collection and Tracking.** We use technology to automatically collect information from our users, including children, when they access and navigate through the Site and use certain features. The information we collect through these technologies may include:

- Cookies, including those provided by Google Analytics,
- Web beacons, or
- Internet Protocol (IP) Address and other connection information that identifies a device's location (geolocation information)

### **How We Use Your Child's Information**

We use the personal information we collect from your child to:

- register him or her with the Site;
- allow him or her to create a personalized My World Book account to save information;
- track his or her performance in games or other activities;
- retain progress on digital assessments.

We use the information we collect automatically through technology (see Automatic Information Collection and Tracking) and other non-personal information we collect to improve our Site and Service and to deliver a better and more personalized experience by enabling us to: Store information about the child's preferences, progress and performance, allowing us to customize the content according to individual interests.

### **Our Practices for Disclosing Children's Information**

We do not share, sell, rent, or transfer children's personal information other than as described in this section.

We may disclose aggregated information about many of our users:

- To third parties we use to support the internal operations of our Site and who are bound by contractual or other obligations to use the information only for such purpose and to keep the information confidential.
- If we are required to do so by law or legal process, such as to comply with any court order or subpoena or to respond to any government or regulatory request.
- If we believe disclosure is necessary or appropriate to protect the rights, property, or safety of World Book, our customers or others, including to:
  - protect the safety of a child;
  - protect the safety and security of the Site; or

- enable us to take precautions against liability.
- To law enforcement agencies or for an investigation related to public safety.

### **Accessing and Correcting Your Child's Personal Information**

At any time, you may review the child's personal information maintained by us, require us to correct or delete the personal information, and/or refuse to permit us from further collecting or using the child's information.

You can review, change, or delete your child's personal information by:

- Sending us an email at [wboltech@worldbook.com](mailto:wboltech@worldbook.com). To protect your privacy and security, we may require you to take certain steps or provide additional information to verify your identity before we provide any information or make corrections.

### **Operators That Collect or Maintain Information from Children**

The following are all operators that may collect or maintain personal information from children through the Site:

Cybage Software Pvt. Ltd.  
Cybage Towers  
Survey No 13A/ 1+2+3/1  
Wadgaon Sheri  
Pune, Maharashtra - 411014  
Ph: +91-20-66041700

## **10. Warranty Disclaimer.**

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OR MERCHANDISE FOUND ON THIRD-PARTY SITES THAT LINK TO OR FROM THE SITE. WORLD BOOK CANNOT BE HELD RESPONSIBLE FOR THE MATERIAL CONTAINED ON THIRD PARTY SITES AND/OR RELATED SERVICES NOR DOES WORLD BOOK MAKE ANY REPRESENTATIONS OR WARRANTIES AS TO THE SECURITY OF ANY INFORMATION YOU MIGHT BE REQUESTED TO GIVE TO THIRD-PARTY SITES.

Some jurisdictions do not allow the exclusion of implied warranties or conditions. Therefore, the above may not apply to you. In such jurisdictions, all such warranties and conditions are excluded and disclaimed to the full extent permitted by the law.

## **11. Limitation of Liability.**

TO THE FURTHEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES INCLUDING, WITHOUT LIMITATION, WORLD BOOK'S, ITS AFFILIATES, LICENSORS, OR CONTRACTORS NEGLIGENCE, SHALL WORLD BOOK ITS AFFILIATES, LICENSORS, OR CONTRACTORS BE LIABLE FOR ANY DAMAGES INCLUDING, WITHOUT LIMITATION, DIRECT, SPECIAL, INDIRECT, PUNITIVE, CONSEQUENTIAL, EXEMPLARY AND OR INCIDENTAL DAMAGES THAT RESULT FROM YOUR USE OR INABILITY TO USE THE SITE, ANY CONTENT AND/OR ANY RELATED SOFTWARE, EVEN IF WORLD BOOK OR AN AUTHORIZED WORLD BOOK REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING ELSE CONTAINED IN THESE TERMS, IN THE EVENT THE TERMS OF THIS SECTION, OR ANY PART OF THIS SECTION, SHALL BE HELD INVALID OR UNENFORCEABLE BY A COURT OF COMPETENT JURISDICTION, IN NO EVENT SHALL WORLD BOOK'S TOTAL LIABILITY TO YOU, OR ANYONE CLAIMING BY OR THROUGH YOU, FOR ANY DAMAGES, LOSSES, CLAIMS AND/OR CAUSES OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE EXCEED ONE HUNDRED DOLLARS (\$100). FURTHER, YOU SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS WORLD BOOK AND ITS SPONSORS, BUSINESS AFFILIATES, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS AND AGENTS, FROM AND AGAINST ANY AND ALL DAMAGES, CLAIMS AND ACTIONS BROUGHT BY YOU OR ANY THIRD PARTY RESULTING FROM YOUR USE OF THE SITE IN VIOLATION OF THESE TERMS OR THE INFRINGEMENT BY YOU OF ANY INTELLECTUAL PROPERTY RIGHTS OF ANY PERSON OR ENTITY.

## **12. Indemnification.**

You agree to indemnify, defend and hold harmless World Book (including but not limited to any subsidiaries or affiliates and licensors) from and against any claims or demands, damages, liabilities, costs, charges and expenses, including reasonable attorney's fees, that the indemnities may incur as result of your use of the Site and/or your violation of any covenant or obligation contained in this Agreement.

## **13. Miscellaneous.**

- a. This Agreement (together with any additional terms and any attachments hereto) constitutes the entire agreement between World Book and you, and supersedes all previous written and oral agreements or understandings between the parties with respect to the Services and the Site.
- b. Subject to the terms of this Agreement, any information exchanged between you and World Book while you are using the Site is not confidential and shall in no way create a confidential relationship.
- c. Any terms varying from or adding to this Agreement in any communication from you are void unless expressly agreed to in writing by World Book.
- d. Nothing contained in this Agreement will be construed to prevent World Book from complying with law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by World Book with respect to such use.

## **14. Governing Law and Arbitration.**

The laws of the State of Illinois (excluding any principles of conflicts of laws) govern your use of the Site, the services and these Terms. You agree that the parties shall settle any claim or dispute relating to these Terms by binding arbitration in Chicago, Illinois under the Commercial Arbitration Rules of the American Arbitration Association. To the fullest extent permitted by applicable law, no arbitration under these Terms shall be joined to an arbitration involving any other party subject to these Terms, whether through class arbitration proceedings or otherwise. Notwithstanding the dispute resolution requirements set forth above, for any injunctive relief relating to your access to, or use of, the Site including, without limitation, related services, you agree and hereby submit to the exclusive jurisdiction and venue of the appropriate state or federal courts located in Cook County, Illinois, U.S.A.

## **15. Waiver and Severability.**

Furthermore, no delay or omission by World Book to exercise any right or any noncompliance on your part with respect to the Terms shall impair any such right or be construed to be a waiver by World Book. If any provision of the Terms is found by a court of competent jurisdiction to be invalid or unenforceable in whole or in part, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction, provided, however, if such invalid or unenforceable provision may be modified so as to be valid and enforceable as a matter of law, such provision will be deemed to have been modified so as to be valid and enforceable to the maximum extent permitted by law.