

Scholastic Community Website Terms of Use

The terms and conditions set forth herein (the “**Terms of Use**”) govern your (“**You**” or “**Your**”) access to and use of Scholastic’s Community website(s) (the “**Site**”). Scholastic Inc. and its affiliates (“**Scholastic**” or “**us**” or “**we**”) require that You agree to, and comply with, these Terms of Use to access and use the Site. If You do not agree to these Terms of Use, do not use the Site. Your use of the Site signifies Your acceptance of, and agreement with, these Terms of Use.

1. **General.** The Site will allow You to access and utilize various resources made available by Scholastic through the Site in a socially interactive environment to assist You in performing Your teaching functions. You will be able to interact with other Site users (“**Users**”).

2. **Community Website Account.**
 - a. In order to access the Site’s features, You must create a “Community Website Account.” You will create a new username and password. As part of Your Community Website Account, You will have a profile (“**Profile**”) that You may enhance. If You do not enhance Your Profile, You will not be able to utilize certain of the Site’s social features (e.g., sharing materials with other Users). To create a Profile, You must provide all required information requested by Scholastic, and any information provided by You during such creation and throughout Your use of the Site must be current, complete and accurate.
 - b. By using the Site or by creating a Community Website Account, You represent and warrant that You are (i) an employee or authorized agent of a school district which is currently using READ 180, System 44, and/or Expert 21, (ii) 18 years of age or older, and (iii) capable of entering into a legally binding agreement.
 - c. You are responsible for all activity that occurs under Your Profile. You are also responsible for maintaining the security and confidentiality of Your username and password. You should not disclose Your password to anyone. If You believe that Your Community Website Account has been accessed without Your authorization, You should alert us immediately by emailing us at: read180community@scholastic.com.

3. **User-Submitted Material; Scholastic Material.**
 - a. Through Your Community Website Account, You may have the ability to submit, transmit, share, upload, post or otherwise communicate to or through the Site information, content or other materials, including, without limitation, power point presentations, comments, requests, creative works, images, photographs, videos, audio recordings, documents, music, student work, letters, ideas, suggestions, concepts, methods, drawings, or plans (“**Submitted Material**”). You may also have access to certain Scholastic-developed lesson plans or activities (collectively, “**Scholastic Materials**”). You and other Users will have the ability to print the Scholastic Materials and use them in your classrooms, but you may not sell, modify, lend, transmit, post, or link to the Scholastic Materials.
 - b. When You contribute Submitted Material on or through the Site (including in forums or discussions), You acknowledge that such Submitted Material may be publicly available to Users and visitors of the Site, and that Scholastic may, but is

under no obligation to, attribute such Submitted Material to You using elements of Your Profile. Any Submitted Materials will be deemed not to be confidential or secret, and may be used by us in any manner consistent with the Site's Privacy Policy located at <http://www.scholastic.com/privacy.htm>. By contributing Submitted Material to us, You represent and warrant, (subject to Scholastic's rights in the Scholastic Materials) that the Submitted Material is original to You, that no other party has any rights thereto (including, without limitation, any third-party intellectual or proprietary rights), that it does not infringe any third-party rights (including, without limitation, any rights of privacy or publicity), and that You have obtained all necessary third-party consents to submit such content. You shall not include in any Submitted Material any images, photographs, audio recordings, videos or any personal or identifying information of any individual (including, without limitation, minors) without obtaining all appropriate and legally required consents and permissions. We are not responsible for maintaining any Submitted Materials that You contribute, and we may delete or destroy any such Submitted Materials at any time. Please keep back-up copies of any Submitted Material that You wish to retain. You may request the deletion of Submitted Material at any time, and we will use reasonable efforts to respond to such request.

- c. Scholastic reserves the right, but does not have an obligation, to monitor and/or review all Submitted Material contributed by Users, and Scholastic is not responsible for any Submitted Material from Users. Scholastic reserves the right at all times to disclose any information as necessary to satisfy any law, regulation or government request, or to edit, refuse to post or to remove any information or materials, in whole or in part, that in Scholastic's sole discretion are objectionable or in violation of these Terms of Use, Scholastic's policies or applicable law.

4. **Restrictions on Use.** Without limiting any other restrictions, guidelines or terms that You may be subject to or that may be presented to You in connection with Your use of the Site, You agree that You will use the Site only to carry out Your professional obligations in accordance with these Terms of Use, and will not (and will not permit any third party to):

- a. Upload, post, add, publish, distribute or otherwise transmit to, on, through or in connection with the Site any materials, content or information which (i) constitutes, contains or disseminates a virus, spyware, malware or other harmful component or code, (ii) violates, plagiarizes or infringes the rights of third parties, including without limitation, copyright, trademark, trade secret, confidentiality, contract, patent, rights of privacy or rights of publicity or any other proprietary or legal right, or (iii) is fraudulent, unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, pornographic, profane, sexually explicit or indecent, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- b. "Stalk," harass, intimidate, bully or otherwise threaten any User;
- c. Submit, provide or in any way make available in any manner any personal information, name, likeness, image, video, voice or audio recording (or information that could allow a User of the Site to discern the identity) of any individual (including any minor) without requisite written consent;

- d. Except as expressly permitted under Section 5(a), modify, translate, adapt, create derivative works from, copy, disassemble or decompile the Site or any portion thereof (including Scholastic Materials);
- e. Rent, lease, loan, sell, sublicense, transfer, publish, display, distribute, disclose or use the Site or Your Community Website Account, or any portion thereof, in a service bureau, time-sharing or outsourcing service or otherwise use the Site or Your Community Website Account on behalf of third parties;
- f. Export, import or re-export the Site (or any portion thereof) in violation of any applicable law, rule or regulation of any jurisdiction;
- g. Obtain or attempt to gain unauthorized access to other computer systems, materials, information or any services available on or through the Site through any means, including through means not intentionally made publicly available or provided for through the Site;
- h. Engage in spidering, "screen scraping," "database scraping," harvesting of information, or any other automatic or unauthorized means of accessing, logging-in or registering on the Site, or obtaining lists of Users or other information from or through the Site, including, without limitation, any information residing on any server or database connected to the Site;
- i. Collect any personally identifying data about Users or visitors for commercial or unlawful purposes;
- j. Take any action to undermine or otherwise interfere with the functionality or utility of the Site (including, without limitation, by interrupting, damaging, disabling, overburdening or impairing the Site or interfering with any other party's use and enjoyment of the Site);
- k. Impersonate any person or entity or misrepresent Your affiliation with any other person or entity;
- l. Use the Site to, or in any other manner, violate, plagiarize or infringe the rights of third parties, including without limitation, copyright, trademark, trade secret, confidentiality, contract, patent, rights of privacy or rights of publicity or any other proprietary or legal right;
- m. Use the Site for commercial purposes, including by including advertisements in Your Submitted Material;
- n. Engage in debt collection or similar activities;
- o. Share Your Community Website Account information (including, without limitation, Your login credentials) with anybody;
- p. Unless permitted under applicable law, refuse to cooperate in an investigation or provide confirmation of Your identity or any information You provide to us;
- q. Violate any applicable federal, state or local laws;
- r. Promote or encourage conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law;
- s. Use the Site for any illegal or unauthorized purpose; or
- t. Employ misleading email or IP addresses, or forged headers or otherwise manipulated identifiers in order to disguise the origin of content transmitted through the Site.

You shall notify Scholastic immediately of any actual or imminent (or reasonably suspected) occurrence of any of the foregoing. You recognize that the occurrence of any of the foregoing will give rise to irreparable injury to Scholastic for which monetary damages may be an inadequate remedy; and You agree that Scholastic may seek and obtain injunctive relief against the breach or threatened breach of Your obligations hereunder, in addition to any other legal and equitable remedies which may be available.

5. **Ownership: Rights and Licenses.**

a. **Scholastic.**

- i. Subject to Section 5(b) below, as between You and Scholastic, all right, title and interest in materials made available on the Site (including, without limitation, the Scholastic Materials) is owned exclusively by Scholastic and is protected, as applicable, pursuant to U.S. and foreign intellectual property laws.
- ii. Scholastic hereby grants to You, solely to assist You in performing education-related functions and not for commercial or personal use, (i) the right to access and use the Site, and (ii) a limited, non-exclusive license to access, use, display, perform, distribute and modify the Scholastic Materials.

b. **You.** Subject to Scholastic's rights in and to the Scholastic Materials, as between You and Scholastic, all right, title and interest in Your Submitted Content is owned by You and is protected, as applicable, pursuant to U.S. and foreign intellectual property laws. You hereby grant Scholastic a royalty-free, unrestricted, worldwide, perpetual, irrevocable, non-exclusive and fully transferable, assignable and sublicenseable right, and license to access, use, copy, reproduce, perform, store, sublicense (including, for the avoidance of doubt, the right to sublicense Submitted Content that You contribute), distribute, modify, adapt, publish, translate, create derivative works from, display, contribute to other works, make, sell and export (in whole or in part) any Submitted Material, all of the foregoing rights to be exercisable in any form, media, or technology now known or later developed. Scholastic has the right (but not the obligation) to attribute elements of Your Profile to Your Submitted Materials in conjunction with the exercise of any of these rights.

c. **Trademarks.** Scholastic, READ 180, System 44, Expert 21 and associated logos are trademarks and/or registered trademarks of Scholastic Inc. No right, title, license, or interest to such trademarks is granted hereunder, and You agree that no such right, title, license, or interest shall be asserted by You with respect to such trademarks. You agree that You will not use Scholastic's names or marks or its licensors' names or marks, or adaptations thereof for any reason. You shall inform Scholastic promptly in writing of any alleged infringement of Scholastic's rights and of any evidence thereof. Notwithstanding the foregoing, to the extent that any such logos or trademarks are included in any Scholastic Materials, You shall have a limited right to reproduce such trademark solely in connection with such Scholastic Materials, provided that You do not alter or modify such logo or trademark in any manner.

d. **Reservation of Rights.** Subject to the limited rights expressly granted hereunder, Scholastic reserves all rights, title and interest in and to the Site, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth in these Terms of Use.

6. **Term, Suspension and Termination.**

- a. These Terms of Use shall be effective upon Your use of the Site and shall continue until terminated.
- b. Scholastic, in its sole discretion, with or without notice or cause, may (i) refuse to accept Your request to create a Community Website Account, (ii) terminate or disable Your Community Website Account or Your ability to access the Site or any portion thereof (including, without limitation, for violations of these Terms of Use), and (iii) limit or revoke Your access to or ability to use the Site or any portion thereof. You may terminate Your Community Website Account at any time and for any reason, and we will make available through the Site reasonable means for You to do so.
- c. If we terminate Your Community Website Account, or if You no longer work within a district that uses the appropriate Scholastic products, Your right to use the Site will immediately cease and we may, in our discretion, elect to delete any Submitted Materials from our systems and the Site (but we have no obligation to do so). The following provisions of these Terms of Use will survive termination: 4, 5(a)(i), 5(b), 5(c) and 5(d), and this Section 6 through Section 15.

7. **Indemnity.** You will, at Your own expense, indemnify, defend and hold harmless Scholastic, and its respective directors, officers, trustees, employees and agents, from and against any action, damages, suits, claims, liabilities, costs and expenses (including reasonable attorneys' fees) based on any third-party claim arising from or relating to (a) these Terms of Use, (b) Your Submitted Material, or (c) Your use of the Site or any content made available on the Site (including, without limitation, the Scholastic Materials).

8. **Limited Warranty.** THE SITE IS PROVIDED "AS-IS" AND WITH ALL FAULTS AND ERRORS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SCHOLASTIC (INCLUDING ITS SERVICE PROVIDERS) DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OR ARISING BY LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES FOR INFORMATION, DATA, TOTAL SECURITY, DATA PROCESSING SERVICES, DATA OR CONTENT MAINTENANCE OR STORAGE, UPTIME OR UNINTERRUPTED ACCESS, OR ANY WARRANTY OF ACCURACY, CORRECTNESS, PRECISION, TIMELINESS, THOROUGHNESS, COMPLETENESS, USE OR APPLICATION, ADEQUACY AND SUITABILITY, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. SCHOLASTIC DOES NOT WARRANT THAT SCHOLASTIC MATERIALS OR OTHER CONTENT ON THE SITE IS ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE. AS BETWEEN YOU AND SCHOLASTIC, YOU BEAR THE ENTIRE RISK OF YOUR DECISION TO USE THE SITE (INCLUDING ANY SCHOLASTIC MATERIALS), AND YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY PROBLEMS OR DISSATISFACTION WITH THE FOREGOING IS TO CEASE ALL USE THEREOF. SCHOLASTIC ALSO ASSUMES NO RESPONSIBILITY, AND SHALL NOT BE LIABLE FOR, ANY DAMAGES TO, OR VIRUSES THAT MAY INFECT, YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO OR USE OF THE SITE. SCHOLASTIC IS NOT RESPONSIBLE FOR ANY SERVICE INTERRUPTIONS,

INCLUDING, BUT NOT LIMITED TO, POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS THAT MAY AFFECT YOUR USE OF THE SITE. FURTHER, SCHOLASTIC SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE. SCHOLASTIC RESERVES THE RIGHT AT ANY TIME (AND FROM TIME TO TIME) TO MODIFY, SUSPEND, OR DISCONTINUE THE SITE OR ANY PORTION THEREOF WITH OR WITHOUT NOTICE. SCHOLASTIC WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY MODIFICATION, SUSPENSION OR DISCONTINUANCE OF THE SITE. SUBMITTED MATERIALS DO NOT NECESSARILY REFLECT THE VIEWS OR OPINIONS OF SCHOLASTIC, AND SCHOLASTIC SHALL NOT BE RESPONSIBLE OR LIABLE FOR SUBMITTED MATERIALS.

9. **Limitation of Liability.** SCHOLASTIC'S CUMULATIVE LIABILITY TO YOU OR ANY OTHER PARTY FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THESE TERMS OF USE SHALL NOT EXCEED ONE DOLLAR. IN NO EVENT SHALL SCHOLASTIC, NOR ANY OF ITS DIVISIONS, AFFILIATES, AGENTS, OR REPRESENTATIVES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES OR LOST PROFITS, EVEN IF SCHOLASTIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.
10. **Privacy.** Our use of the information we collect from You is described in our Privacy Policy located at <http://www.scholastic.com/privacy.htm>. Please review our Privacy Policy to better understand our practices.
11. **Links to Other Sites and Resources.** The Site may contain links to other websites or resources. Scholastic has no control over such external sites and resources. You agree that (i) Scholastic is not responsible for the availability or accuracy of such external sites and resources, and (ii) Scholastic does not endorse nor is it responsible or liable for any content, advertising, products, services or materials on or available from such external sites and resources. Any reliance on the contents or services of such an external web site or resource is done at Your own risk and You assume all responsibilities and consequences resulting from such reliance.
12. **Electronic Communications.** Subject to applicable law, You give us permission to communicate with You regarding Your use of the Site itself by means of electronic communications (e.g., email or posting notices or communications on the Site). Electronic communications shall be deemed received by You when we send them to the email address associated with Your Profile (or as updated from time to time by You in accordance with these Terms of Use).
13. **Updates to Terms of Use.** Scholastic reserves the right to modify these Terms of Use at any time by posting amended terms on the Site. Your continued use of the Site indicates Your acceptance of the amended Terms of Use. If You do not agree to the amended Terms of Use, do not continue to use the Site.
14. **Copyright.** We respect the intellectual property rights of others, and require that the people who use the Site do the same. If You believe that Your work has been copied in

a way that constitutes copyright infringement, please forward the following information to Scholastic's Copyright Agent, designated as such pursuant to the Digital Millennium Copyright Act, 17 U.S.C. § 512(c)(2), named below:

- Your address, telephone number, and email address;
- A description of the copyrighted work that You claim has been infringed;
- A description of where the alleged infringing material is located;
- 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;
- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; and
- 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.

Copyright Agent:

Legal Dept.
Scholastic Inc.
557 Broadway
New York, NY 10012
Phone: 212-343-6726
Email: tm&c@scholastic.com

15. **General.**

- a. **Assignment.** These Terms of Use and any rights or licenses granted to You hereunder are personal to You. You shall not assign Your rights or obligations under these Terms of Use without Scholastic's prior written consent. Scholastic may transfer and/or assign some or all of these Terms of Use without prior notice to You or Your consent. These Terms of Use will inure to the benefit of and be binding upon the parties' successors and permitted assigns.
- b. **Governing Law.** These Terms of Use and the rights and obligations of the parties hereunder shall be construed in accordance with and shall be governed by the internal laws of the State of New York, excluding its conflict of law principles. Any suit or other proceeding to enforce or interpret these Terms of Use shall be brought in, and each party hereby consents to the jurisdiction and venue of, the courts of New York County in the State of New York, United States of America or of any federal court located in such state.
- c. **Headings.** Section titles and headings in these Terms of Use are for convenience only, and have no legal or contractual effect.
- d. **Entire Agreement.** These Terms of Use constitute the entire agreement between You and Scholastic and governs Your use of the Site. Nothing herein is intended to modify or limit any agreement that You or Your district has entered into or will enter into with respect to the use of applicable Scholastic Software.
- e. **No Agency.** Scholastic is not the agent or representative of any User.
- f. **Severability.** Should any term of these Terms of Use be declared void or unenforceable by any court of competent jurisdiction, such declaration shall have no effect on the remaining terms hereof.
- g. **No Waiver.** The failure of either party to enforce any rights granted hereunder or take action against the other party in the event of any breach hereunder shall not

be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

Last Updated: January 1, 2014