

## COURSEsites TERMS OF USE

Blackboard Inc., or one of its subsidiaries, ("Blackboard") provides its *CourseSites by Blackboard*<sup>™</sup> ("CourseSites") services to you, subject to the following Terms of Use ("TOU"), which Blackboard reserves the right to modify, from time to time, effective five (5) days after such modified document is posted at the relevant link, such posting to constitute effective notice of change.

You can review the most current version of our TOU at any time through [https://www.coursesites.com/bbcswebdav/institution/coursesites-files/www/CourseSitesTOU\\_Final.pdf](https://www.coursesites.com/bbcswebdav/institution/coursesites-files/www/CourseSitesTOU_Final.pdf).

By accessing, browsing, and using the Blackboard services, you accept, without limitation or qualification, these TOU. If you do not wish to be bound by these TOU, you may not access or use CourseSites.

### 1. The *CourseSites* Service

The *CourseSites* service (the "Service") is a hosted online course creation and facilitation service that empowers individual K-12 teachers, college and university instructors and community educators to add a web-based component to their courses, or even host an entire course on the Internet. All types of educators can quickly create online learning environments that bring learning materials, class communication and collaboration, and assessments together in one convenient location for students. CourseSites instructors also can choose their own URL for ease of use, which leads to a customizable public homepage. Blackboard may add additional features to the Service, update, enhance, change or eliminate features, change nomenclature, and make other changes at any time which will be subject to the most current version of TOU.

The Service gives clients an opportunity to utilize Blackboard technology on an introductory basis. By agreeing to these TOU, you are representing that your use of the Service will be limited to such use. Clients may access up to 5 courses available at any time and each course is limited to 500MB of content (including both the student and instructor submissions).

You acknowledge and agree that the Service is provided "AS IS" and that Blackboard assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications, content, or personalizations.

In order to use the Service in any country other than the United Kingdom, Belgium, Netherlands, or Luxembourg, you acknowledge and agree that you are, and anyone that you register as a user is or to whom you provide access to the Service, at least 13 years old. If you are using the Service in the United Kingdom, Belgium, Netherlands, or Luxembourg, there is no minimum age requirement to use the Service; provided, that, if you are under the age of 13 years old, you must first obtain parental consent prior to using the Service, and your parent shall be responsible for all content posted by you through the Service.

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Report any objectionable content to Blackboard by sending an email to the following address: [CourseSites@blackboard.com](mailto:CourseSites@blackboard.com). Blackboard reserves the right (but shall not have the obligation unless required by law) to remove any objectionable content in its sole discretion.

In order to use the Service, you must obtain access to the World Wide Web, either directly or through devices that access web-based content, and pay any service and/or telephony fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device.

You also understand and agree that the Service may include certain communications from Blackboard and our partners, including service announcements, administrative messages, and product updates and that these communications are considered part of your registration, and you will not be able to opt out of receiving them.

You are responsible for using your account and other services at least once every 30 days. BLACKBOARD MAY DELETE ACCOUNTS AND/OR OTHER SERVICES THAT HAVE BEEN INACTIVE FOR 60 DAYS OR MORE. Blackboard assumes no responsibility for the deletion of any user communications, content, or personalizations due to inactivity.

You must pay all applicable fees associated with your use of the Service. Any renewals of the Service shall be at Blackboard's then-current rates. Further, you must comply with all applicable registration, storage, trial, course, and other restrictions imposed by Blackboard, which Blackboard reserves the right to modify, from time to time. Should you exceed such limitations, Blackboard may terminate your use of the Service pursuant to Section 16 below.

## 2. Privacy Policy

Because like you, we are Internet users concerned about privacy, we also are concerned about your right to privacy while accessing Blackboard.com® and using the Service. As such, your use of the Service is subject to our Privacy Policy. Please take the opportunity to review our Privacy Policy at <http://www.blackboard.com/Footer/Privacy-Policy.aspx>.

## 3. Registration Obligations

In consideration of your use of the Service, you agree to (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (such information being "Your Data"), and (b) maintain and promptly update Your Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Blackboard has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Blackboard has the right to suspend or terminate your account and refuse any and all current or future use of the Services, or any portion thereof.

To use the Services, you will need to register at <http://www.coursesites.com> and obtain an account and password. The information you provide Blackboard during the registration process will help us in offering content, customer service, and network management. For additional information on how we use your information, please see our Privacy Policy.

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Blackboard may permit users to log-in to the Service through the use of a third party identity provider, including but not limited to Facebook, Twitter, MSN, Yahoo, or Google. Please note that certain features of the Service may require you still to provide a Blackboard username and password. To the extent that you use such third party identity provider to access the Service, you agree to comply with the applicable terms of use required by such identity provider and that you are responsible for registering all necessary credentials with such identity provider. Blackboard reserves the right to disconnect access through any or all third party identity providers for any reason or no reason and at any time. Blackboard disclaims all responsibility related to your use of a third party identity provider, including damages or liability relating to incorrect login information or credentials.

You will receive a password and account designations upon completing the registration process. You are solely responsible for maintaining the confidentiality of your account(s) and password(s), and are fully responsible for all activities that occur under your password or user identification. You agree to (a) notify Blackboard of any unauthorized use of your password or user identification and any other breach of security, and (b) ensure that you exit from your account at the end of each session using the logout button. You may not transfer your account(s) to another person. In cases where you have authorized or registered another individual, including a minor who is at least 13 years old, to use your account(s), you are fully responsible for (i) the online conduct of such user; (ii) controlling the user's access to and use of the Services; and (iii) the consequences of any misuse. In the event that you are a minor who is at least 13 years old, Blackboard reserves the right to provide access to your account to your parents, guardian or other authorized adult, upon such adult's request. If you are under 13 years old, you may not register, access, or otherwise use the Service. Blackboard cannot and will not be responsible for any loss or damage arising from your failure to comply with this section.

If you reside in the European Union, upon registration you will be indicating your explicit consent that the personal information you have provided may be transferred and stored in countries outside the EU, including the United States. If you fail to provide your consent, you will not be permitted to access the Service for which registration is required. Your personal information shall only be used in accordance with Blackboard's Privacy Policy.

#### 4. User Content

Any Content that you upload into or otherwise make available ("User Content") into the Service is and remains your sole responsibility and your property or the property of your licensors. Blackboard is not responsible for any Content uploaded into the Service by any User. By uploading or otherwise making available any User Content, you automatically grant and/or warrant that the owner has granted Blackboard, the perpetual royalty-free, non-exclusive right and license to use, reproduce, modify, publish, distribute, perform, display, and transmit the User Content through the Service to provide the Service and/or to enable support representatives and administrative staff to assist users if and when issues arise. On occasion, Blackboard may ask for your written permission to use User Content, courses, designs and customizations for promotional and/or marketing purposes.

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You also permit any other user of Blackboard with access to your *CourseSite*, subject to your restrictions, to access, view, store, and reproduce the User Content to the same extent permitted herein. To the extent that you develop or author User Content in *CourseSites*, you may only use that Blackboard-formatted User Content within your *CourseSite* or other courses you create within the *CourseSite* or within your licensed copy of the Blackboard software; however, you may use the User Content (without the Blackboard formatting) in any other manner.

We encourage you to export and/or backup all User Content on a regular basis. Blackboard assumes no responsibility for the deletion of any user communications, content, or personalizations.

## 5. Proprietary Rights and Copyright

You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by Blackboard for use in accessing the Service.

You further acknowledge and agree that Blackboard websites, the Service, any underlying technology used in connection with Blackboard.com or the Service, and all software, material, information, communications, text, graphics, links, electronic art, animations, audio, video, photos, and other data (collectively, the "Content") available within the Blackboard websites are provided by Blackboard or third-party providers and are the copyrighted works of Blackboard and/or such third parties. Except as expressly authorized by Blackboard or such third parties in these TOU or as may be posted on the Service, you may not copy, reproduce, publish, distribute, modify, create derivative works of, rent, lease, sell, transfer, display, transmit, compile or collect in a database, or in any manner commercially exploit any part of the Content or the Service, in whole or in part. You may not store any significant portion of any Content or the Service owned by, or licensed to Blackboard in any form, whether archival files, computer-readable files, or any other medium. You also may not "mirror" any Content or the Service on any other server.

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## 6. Links

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## 7. Conduct

You may only access the Blackboard websites and use the Service for lawful purposes. You are solely responsible for the knowledge of and adherence to any and all laws, rules, and regulations pertaining to your use of the Service, as well as all policies and practices of your affiliated school or organization. You agree that you will not: (i) use the Service to commit a criminal offense or to encourage conduct that would constitute a criminal offense or give rise to a civil liability, or otherwise violate any local, state, Federal, or international law or regulation, including, but not limited to, export control laws and regulations governing the transmission or retransmission of technical data from the United States; (ii) upload, post, e-mail, or otherwise transmit any unlawful, threatening, libelous, harassing, defamatory, vulgar, obscene, pornographic, profane, invasive of another's privacy, hateful, or ethnically, racially or otherwise objectionable User Content; (iii) upload, post, e-mail, or otherwise transmit any User Content that you do not have a right to transmit; (iv) upload, post, e-mail, or otherwise transmit any User Content that infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any party; (v) alter, damage, or delete any Content or other communications that are not your own or to otherwise interfere with the ability of others to access or use the Services; (vi) disrupt the normal flow of communication or otherwise act in a manner that negatively affects other users' ability to engage in real-time exchanges; (vii) claim a relationship with or to speak for any individual, business, association, institution, or other organization for which you are not authorized to claim such a relationship; (viii) upload, post, e-mail, or otherwise transmit any unsolicited advertising, promotional materials, or other forms of solicitation to other users including, without limitation, "junk mail," "spam," "chain letters," or "pyramid schemes"; (ix) interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies, or regulations of networks connected to the Service; (x) collect or store personal data about other users; (xi) reproduce, duplicate, copy, use, distribute, sell, resell, or otherwise exploit for any commercial purposes, any portion of Blackboard, the Service, use of Blackboard websites, or access to Blackboard websites or the Service; (xii) harm minors in any way; (xiii) stalk or otherwise harass another; or (xiv) collect or store personal information about other users without their permission. Blackboard assumes no responsibility or liability for your violation(s) of any laws, rules, or regulations governing your use of the Service. Users from corporations, for-profit educational institutions, government entities (not including public education institutions), and independent consultants and educators without a non-profit status are prohibited from using CourseSites. Existing Blackboard clients can use CourseSites in addition to the licensed

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Blackboard software to evaluate current versions of available software on CourseSites and run teaching and learning pilots on a production-quality environment. With the exception of general tuition for student course enrollment in a non-profit institution, you may not charge any fees to any party for their use of your *CourseSite*.

You acknowledge that Blackboard does not pre-screen User Content, but that Blackboard shall have the right (but not the obligation) in its sole discretion to move, refuse or remove any User Content that is available through the Service. **Without limiting the foregoing, Blackboard has the right to remove any User Content or CourseSite that violates the TOU or is otherwise objectionable.** You may report any objectionable content to Blackboard by sending an email to the following address: [CourseSites@blackboard.com](mailto:CourseSites@blackboard.com). Blackboard reserves the right (but shall not have the obligation unless required by law) to remove any objectionable content in its sole discretion. You agree and acknowledge that Blackboard may preserve User Content and may disclose User Content if required to do so by law or in the good faith belief that any such preservation or disclosure is reasonably necessary to comply with legal process, enforce the TOU, respond claims that any User Content violates the rights of third parties or protect the rights, property or personal safety of Blackboard, its users and the public. Further, if Blackboard is required by applicable law, legal process or government action to produce information, files, documents or personnel as witnesses with respect to these TOU or the Services provided to you by Blackboard, you shall reimburse Blackboard for any professional time and expenses including reasonable external or internal legal costs incurred to respond to the request, unless Blackboard is a party to the proceeding or the subject of the investigation.

## 8. Disclaimer of Warranty

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#### 9. Indemnification

You agree to indemnify and hold Blackboard, and its affiliates, directors, officers, agents, partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of User Content you submit, post to, email, or otherwise transmit through the Service, your use of the Service, your connection to the Service, or your breach of the TOU.

#### 10. Trademark Notice

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#### 11. Designated Agent

The Digital Millennium Copyright Act, signed into law on October 28, 1998, amended the copyright law to provide limitations for service provider liability relating to material online. In compliance with such Act, Blackboard has registered a Designated Agent with the United States Copyright Office to receive notice of alleged copyright infringements contained on the Blackboard Services. All inquiries into alleged copyright infringement on the Blackboard Services should be sent to Blackboard, c/o Teresa Frazier, 650 Massachusetts Avenue, 6th Floor, Washington, D.C. 20001.

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## 12. Local Laws; Export Control

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws, including, but not limited to, export and import regulations of other countries, regarding the transmission of technical data exported from the United States or the country in which you reside. Unless otherwise explicitly stated, all marketing or promotional materials found on the Blackboard websites and the Service are solely directed to individuals, companies, or other entities located in the United States.

## 13. Interstate Nature of Communications on *CourseSites*

When you register with the Service, you acknowledge that in using the Service to send or store electronic communications (including but not limited to uploading photos and files, you will be causing communications to be sent through Blackboard or Blackboard's third party computer networks located in the United States and abroad. As a result, and also as a result of Blackboard's network architecture and business practices and the nature of electronic communications, even communications that seem to be intrastate in nature can result in the transmission of interstate communications regardless of where you are physically located at the time of transmission. Accordingly, by agreeing to this TOU, you acknowledge that use of the service results in interstate data transmissions.

## 14. Modifications to the Service

Blackboard reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Blackboard websites, the Blackboard channels or the Services (or any part thereof) with or without notice. You agree that Blackboard will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Services.

## 15. No Resale of Service

You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

## 16. Termination

You may discontinue your participation in and access to the Service at any time. The TOU will continue to apply to all past use of the Service by you, even if you are no longer using them. You acknowledge and agree that Blackboard and its affiliates may terminate or block your use of all or part of the Service and Blackboard websites, without prior notice for any reason, including, without limitation, if Blackboard believes you have engaged in conduct prohibited by the TOU.

No refund will be granted for account termination. You agree that upon termination or discontinuance for any reason, we may delete all information related to you on the Service and may bar your access to

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the Blackboard websites and use of the Services. Further, you agree that all terminations for cause shall be made in Blackboard's sole discretion and that Blackboard shall not be liable to you or any third party for any termination of your account or access to the Service.

#### 17. Notice

Blackboard may provide you with notices, including those regarding changes to the TOU, by email, regular mail or postings on the Service or its web pages.

#### 18. General

By accessing the Blackboard websites and channels, you agree to the above stated TOU, as may be modified from time-to-time. This Agreement is entered into in the District of Columbia and shall be construed in accordance with the laws of the District of Columbia, exclusive of its choice of law rules. Each party to the TOU submits to the exclusive jurisdiction of the state and federal courts having jurisdiction in the District of Columbia, and waives any jurisdictional, venue, or inconvenient forum objections to such courts. In any action to enforce the TOU, the prevailing party will be entitled to costs and attorney fees. In the event that any provisions of the TOU are held to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that the TOU shall otherwise remain in full force and effect. The TOU and any posted guidelines or rules applicable to certain services within Blackboard.com constitutes the entire understanding between the parties pertaining to the subject matter hereof, and any prior written or oral agreements between the parties are expressly canceled. Please report any violations of the TOU to [webmaster@blackboard.com](mailto:webmaster@blackboard.com).

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