

Discovery Education General Websites: TERMS OF USE

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We invite you to bring to our attention any material you believe to be factually inaccurate by contacting our representatives - our contact details can be found here: <http://www.discoveryeducationglobal.com/contact-us>.

The material that appears on the Discovery Education Sites is for informational, educational and entertainment purposes only. Despite our efforts to provide useful and accurate information, errors may appear from time to time and any reliance you may place on the information on the Discovery Education Sites is at your own risk. Before you act on information you've found on the Discovery Education Sites, you should confirm any facts that are important to your decision. Discovery Education and its information providers make no warranty as to the reliability, accuracy, timeliness, usefulness or completeness of the information on the Discovery Education Sites. Discovery Education is not responsible for, and cannot guarantee the performance of, goods and services provided by our advertisers or others to whose sites we link. A link to another website does not constitute an endorsement of that site (nor of any product, service or other material offered on that site) by Discovery Education or its licensors.

NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

- Notifications of claimed copyright infringement must be sent to: General Counsel, Discovery Education, Inc. 8403 Colesville Road, Suite 1200, Silver Spring, MD 20910, USA. Email: stephanie@discoveryed.com.

The notification must be a written communication that includes the following:

1. A physical or electronic signature of a person authorised to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
4. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorised by the copyright owner, its agent or the law; and
6. A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorised to act on behalf of the owner of an exclusive right that is allegedly infringed. We may give notice to our users by means of a general notice on any of our websites, electronic mail to a user's e-mail address in our records, or written communication sent by first-class mail to a user's physical address in our records. If you receive such a notice, you may provide counter-notification in writing to us that includes the information below.

To be effective, the counter-notification must be a written communication that includes the following:

1. Your physical or electronic signature;
2. Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement from you, under penalty of perjury, that you have a good-faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
4. Your name, physical address and telephone number, and a statement that you consent to the jurisdiction of England, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

USER-GENERATED CONTENT

In submitting user-generated content to the Discovery Education Sites, you agree to the following terms and conditions: For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, you grant Discovery Education, Discovery Education's joint venture partners, vendors, production companies, and programming and content distributors, and the parents, affiliates, subsidiaries, licensees, successors and assigns of all of the foregoing (collectively, the "**DE Parties**") a non-exclusive, perpetual, royalty-free, fully paid up licence to make use of and distribute your user-generated content submitted hereunder, as well your name,

voice, likeness and appearance therein (if any) and the personally identifying information you provide on or in connection therewith (collectively, the "**User Generated Content**"), as further described below. You acknowledge and agree that you shall not be entitled to share in any revenue that the DE Parties may or may not earn or generate through its use of your User Generated Content.

DE Parties' Right to Use Your User Generated Content. You grant the DE Parties the non-exclusive right to edit in any manner, and to use and distribute and license others to use and distribute, your User Generated Content, or any portions, reproductions or versions thereof, on the websites, products and/or services (in any and all media, now known or hereafter invented, including without limitation television, home video/DVD products, and mobile services) of the DE Parties, an unlimited number of times, in perpetuity, throughout the world, with or without charge or cost to end-users or other third parties. You also grant the DE Parties the right to use and distribute, and license others to use and distribute, your User Generated Content in the promotion of such websites, products and/or services, to the same extent permitted for use and distribution of your User Generated Content hereunder.

Clearance of Your User Generated Content for the DE Parties' Use. You represent and warrant that your User Generated Content is your original work and that you have secured any and all rights, releases and permissions necessary for the DE Parties' use and distribution of your User Generated Content hereunder, including without limitation those related to any people, places, music, performances of dance or music, video, photographs and/or graphics in your User Generated Content (collectively, the "**Elements**"). You represent and warrant that, to the best of your knowledge, no further permissions or fees are due for the DE Parties' use and distribution of your User Generated Content or any Elements therein. You further represent and warrant that any statements made by you or others in the User Generated Content are true to the best of your knowledge and that neither they, nor any Element of your User Generated Content, will violate any law or regulation or violate or infringe upon the rights of any third party.

Waiver of Right of Approval. You hereby waive any right of inspection or approval of your User Generated Content as used and distributed by the DE Parties, including without limitation any approval of your appearance and/or use of your name therewith or the uses to which either may be put.

Release and Waiver; Indemnification. You acknowledge that the DE Parties will rely on the foregoing terms and conditions potentially at substantial cost to them, and you hereby waive the right to assert any claim of any nature whatsoever against any party relating to the exercise of the rights and permissions granted hereunder. You agree to indemnify, defend and hold harmless the DE Parties from any and all claims arising from their use and distribution of your User Generated Content as permitted herein.

COMMUNITY AND SOCIAL MEDIA SITES, CHAT ROOMS, FORUMS, AND BLOGS

Discovery Education wants to encourage an open exchange of information and ideas through the Discovery Education Sites. But we cannot and do not review every posting made on Discovery Education's community and social media sites, or in chat rooms, forums, blogs, and other public posting areas. You can expect these areas to include content, information, and opinions from a variety of individuals and organisations other than Discovery Education. We do not endorse or guarantee the accuracy of any posting, regardless of whether the posting comes from a user, from a celebrity or "expert" guest, or from a member of our staff. There is no substitute for healthy scepticism and your own good judgment.

Responsibility for what is posted on Discovery Education's community and social sites, or in chat rooms, forums, blogs and other public posting areas on the Discovery Education Sites lies with each user - you alone are responsible for material you post. Discovery Education does not control the messages, information or other content that you or others may provide through the Discovery Education Sites. You may use the Discovery Education Sites for lawful purposes only.

By using the Discovery Education Sites, you agree not to submit, post or transmit through the Discovery Education Sites any material or otherwise engage in any conduct that:

- violates or infringes the rights of others including, without limitation, patent, trademark, trade secret, copyright, publicity, privacy or other proprietary rights;
- allows you to gain unauthorised access to the Discovery Education Sites, or any account, computer system, or network connected to the Discovery Education Sites, by means such as hacking, password mining or other illicit means;
- is unlawful, threatening, abusive, harassing, defamatory, libellous, deceptive, fraudulent, invasive of another's privacy, tortuous, or contains explicit or graphic descriptions or accounts of, sexual acts;
- victimises, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- collects for marketing purposes any email addresses or other personal information that has been posted by other users of the Discovery Education Sites.
- impersonates any person, business or entity, including Discovery Education and its employees and agents or falsely state or otherwise misrepresent your affiliation with any person, business or entity, including Discovery Education;
- contains an advertisement or solicitation or encourages others to make a donation;
- contains viruses or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, or otherwise permit the unauthorised use of a computer or computer network;
- encourages conduct that would constitute a criminal offence or that gives rise to civil liability or that otherwise encourages others to commit illegal activities or cause injury or property damage to any other person;
- results in the posting or transmission of any message anonymously or under a false name;
- permits any person to access, using your account, any features of the Discovery Education Sites that may require registration;
- results in a single message being posted to more than five areas of any Discovery Education Site, results in any message being posted to any area of the Discovery Education Sites if that message is, in our view, off-topic or in violation of these Terms; or
- violates these Terms, guidelines or any policy posted on the Discovery Education Sites, or interferes with the use of the Discovery Education Sites by others.

Although Discovery Education cannot monitor all content on Discovery Education's community and social media sites, or postings in the chat rooms, forums, blogs and other public posting areas, you understand that Discovery Education shall have the right, but not the obligation, to monitor the content of the Discovery Education Sites to determine compliance with these Terms and any other operating rules that may be established by Discovery Education from time to time. Discovery Education shall have the right, in its sole discretion, to edit, move, delete, or refuse to post any material, including but not limited to User Generated Content, submitted to or posted on the Discovery Education Sites for any reason, including violation of these Terms, whether for legal or other reasons, or because the material is objectionable or stale. Notwithstanding this right of ours, users shall remain solely responsible for the content of their messages and User Generated Content. You acknowledge and agree that neither Discovery Education nor any of its affiliates shall assume or have any liability for any action or inaction by Discovery Education with respect to any conduct

within the Discovery Education Sites or any communication or posting on the Discovery Education Sites. Discovery Education also reserves the right to disclose any information that Discovery Education believes necessary to satisfy any law, regulation or governmental request, or to refuse to post or to remove any information or materials, in whole or in part.

Discovery Education requires you not to use the Discovery Education Sites to violate anyone's Intellectual Property Rights. **“Intellectual Property Rights”** means rights such as: copyright, trade marks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world).

By posting or submitting any material (including, without limitation, User Generated Content, photographs and videos) to the Discovery Education Sites, you are warranting and representing that you own or have the right to post or make such submission of the material, or are making your submission or posting with the express consent of the owner, and that no other party has any right, claim, or interest in the material that you have submitted or posted. You also warrant that all moral rights in any material that you submit to us or post have been waived. Submitting or posting material that is the property of another, without the consent of its owner, is not only a violation of these Terms, but may also subject you to legal liability for infringement of copyright, trademark or other Intellectual Property Rights.

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The materials available on and through the Discovery Education Sites are the property of Discovery Education or its licensors, and are protected by copyright, trademark and other intellectual property laws. We and our licensors reserve all of our and their Intellectual Property Rights in connection with these Terms. This means, for example, that we and they remain owners of them and free to use them as we and they see fit. Content found on the Discovery Education Sites (the **“Content”**)

may be used for bona fide educational and research purposes only. In no event shall the Content be used in any commercial or for-profit manner without Discovery Education's advance written permission. You agree to maintain the original intent of all Content. For clarity of purpose, this means that the Content should not be used in a manner that disparages the Content or Discovery Education, or in any manner that may be deemed inappropriate by Discovery Education in its sole discretion.

Nothing in these Terms grants you any legal rights in the Discovery Education Sites other than as necessary to enable you to access the Discovery Education Sites. You shall not adjust to try to circumvent or delete any notices contained on the Discovery Education Sites (including any intellectual property notices) and in particular in any digital rights or other security technology embedded or contained within the Discovery Education Sites. Neither shall you remove, obscure, or alter the Content, or the Website itself, and you shall not combine or merge the Content with any other programs or content, except as expressly permitted by Discovery Education. You shall not sub-license, distribute, rent, lease, transfer, or otherwise make the Content available to any third party, or make the Content accessible to any party by broadcast or transmission, including without limitation by television, cable, satellite, telephony, wireless, closed-circuit or Internet broadcasting, or use the Content for systematic downloading, service bureau redistribution services, printing for fee-for-service purposes, or the making of print or electronic copies for transmission to non-subscribers, except as expressly permitted by Discovery Education. For the avoidance of doubt, all provisions of this Agreement relating to the Content shall also govern Content that is edited.

Videos and Video Stills. You may download only the video clips designated on the Website as downloadable. You may freeze a video clip in order to view a video still, provided that User uses presentation or multimedia software and further provided that the presentation or multimedia software licence allows for such use. User may also project a frozen video image or still image using Smartboard or a similarly designed display device. You may edit, and incorporate into third-party video editing software for editing purposes, those videos designated with a movie clapboard icon, including by shortening such videos, by changing the audio content or the footage of such videos, or by adding text or other content to such videos. Videos without a movie clapboard icon may not be edited or altered in any way, and may not be incorporated into or used in connection with any video editing or production software. Under no circumstances may you print, copy, or otherwise reproduce a video or video still image into any media format that is not expressly permitted by this Agreement, including but not limited to converting any video from digital to analogue format.

Ancillary Materials. The Content may include certain ancillary educational materials, such as student activity sheets, and teacher's guides ("**Ancillary Materials**"). User may modify, alter, and revise the Ancillary Materials to meet specific instructional needs, provided that the following statement is prominently displayed on all such revised Ancillary Materials, in addition to any other proprietary notices, and with the understanding that Discovery Education shall continue to own the Ancillary Materials:

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Remote Learning. Some Content on the Website may be designated as approved for remote learning. Users may use the remote-learning content to create remote-learning applications such as Web pages, or may use the remote-learning content in connection with online remote-learning software; provided that the Content is at all times kept on a secured server, viewable only by users having permission to access the Content, and hosted on a website or website application that is protected by a secure control system. Only bona fide users are to be allowed access to the Content;

no "visitors" shall be allowed to view or access the Content. Content may remain uploaded as provided above for the Term of the Subscriber Agreement. Notwithstanding the foregoing, in some circumstances, for security purposes, Content will be available only via streaming from Discovery Education's servers.

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The Discovery Education Sites may contain hypertext links or references to third party websites. Any such hyperlinks or references are provided for your convenience only. We have no control over third party websites and accept no legal responsibility for any content, material or information contained in them. This is addressed in detail in our Privacy Policy available at www.discoveryeducationglobal.com/privacy-policy.

NO SOLICITING

You agree not to use the Discovery Education Sites to advertise, or to solicit anyone to buy or sell, products or services, nor to solicit anyone to make donations of any kind, without our express written approval.

NO SPAMMING OR SPIMMING

From time to time, users post their e-mail addresses in our chat rooms, forums, blogs and other public posting areas. You may not gather these e-mail addresses for commercial or illegal purposes, such as sending unsolicited or unrequested e-mail or instant messages.

NO FRAMING

Without the prior written permission of Discovery Education, you may not frame, or make it appear that a third-party site is presenting or endorsing, any of the content of the Discovery Education Sites, or incorporate any intellectual property of the Discovery Education Sites, Discovery Education or any of their licensors into another website or other service.

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MISCELLANEOUS

The Discovery Education staff work hard to ensure that information we post to the Discovery Education Sites is both timely and accurate. But the news changes over time and reports that were accurate when posted may quickly become old news. Though we may post follow-up reports, and may continue to provide access to the original report, as in an archive of news stories, for example, we don't go back and change the original report to reflect new developments. If you're looking for the most recent information on a given subject, and not the history of how the story unfolded, be sure you're not looking at an out-of-date report.

To obtain access to certain services on the Discovery Education Sites, you may be given an opportunity to register with the Discovery Education Sites. As part of any such registration process, you will select a user name and a password. You agree that the information you supply during that registration process will be accurate and complete. You also agree not to (i) select, register, or attempt to register, or use a user name of another person with the intention of impersonating that

person; (ii) use a user name of anyone else without authorisation; (iii) use a user name in violation of the Intellectual Property Rights of any person; or (iv) use a user name that Discovery Education considers to be offensive. Discovery Education reserves the right to reject or terminate any user name or password that, in its judgment, it deems offensive. You will be responsible for preserving the confidentiality of your password and will notify Discovery Education of any known or suspected unauthorised use of your account. Further, you agree that you are responsible for all statements made and acts or omissions that occur on your account while your password is being used. If you believe someone has used your password or account without your authorisation, you must notify Discovery Education immediately. Discovery Education reserves the right to access and disclose any information including, without limitation, user names of accounts and other information to comply with applicable laws and lawful government requests. You must be at least 13 years old to register on <http://www.discoveryeducationglobal.com>. Please inform Discovery Education if there is a change in the information you provided at the time of your initial registration, including any change of address or name, by contacting our representatives – for contact details please click here: <http://www.discoveryeducationglobal.com/contact-us>. Click here to view our Privacy Policy at www.discoveryeducationglobal.com/privacy-policy.

You agree to indemnify, defend and hold harmless Discovery Education, its affiliates, and their officers, directors, employees, agents, licensors and suppliers, from and against any and all losses, expenses, damages and costs (including reasonable legal fees) resulting from any violation of these Terms or any activity related to your account (including negligent or wrongful conduct) by you or any other person accessing any Discovery Education Site using your account.

These Terms have been made in and shall be construed in accordance with the laws of the England & Wales. By using the Discovery Education Sites, you consent to the exclusive jurisdiction of the English Courts, in all disputes arising out of or relating to these Terms.

In the event that any portion of these Terms is found to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the enforceability or validity of any other portion of these Terms, which shall remain in full force and effect and be construed as if the invalid or unenforceable portion were not part of these Terms. Each party's representations, warranties, indemnities, confidentiality obligations, and the provisions regarding ownership of intellectual property shall survive the expiration or prior termination of these Terms.

We shall have no liability to you for any breach of these Terms caused by any event or circumstance beyond our reasonable control including, but not limited to, pandemics, epidemics; strikes, lock-outs or other industrial disputes; breakdown of systems or network access; or flood, fire, explosion or accident.

No one other than a party to these Terms has any right to enforce any of these Terms.

By using the Discovery Education Sites, you agree to abide by the terms of these Terms. We hope you enjoy using the Discovery Education Sites, and we welcome suggestions for improvements.

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