

QDE Publishing End User License Agreement and Privacy Statement

Please read the following carefully

By clicking "I accept" or "I agree" or using the services you are entering into a binding contract with QDE publishing. (collectively, "QDE")

IMPORTANT: If you are a minor (a minor often is someone under the age of 18), you may not register for, or otherwise access, the Services (as defined below), nor may you consent to the terms of this **User License Agreement** ("EULA" which includes the [Privacy statement](#) found at the end of the EULA) unless your educational institution or parent consents to and accepts the terms of this EULA on your behalf.

Children under the age of 13 may not accept the terms of this EULA, register for, or otherwise access, the Services unless an educational institution or parent has established an account or registered on their behalf.

If you have any questions about this EULA, please contact us at: qdesales@qdepress.com.

It is important to us that the Services provide you with a helpful and reliable experience. To protect our rights and yours, this EULA governs all uses of the Services. Access or use of the Services for which you seek registration or enrollment constitutes acceptance of this EULA as a binding agreement. By using the Services, you represent that you (1) have read and understood the terms, (2) agree to use the Services in compliance with applicable laws and the terms of this EULA and (3) are an Authorized User (as defined below). You may not use the Services if you do not agree with the EULA or if you are not an Authorized User.

1. Privacy Statement

Please review our [Privacy statement](#), which also governs your use of the Services, to understand our data collection and use practices. You acknowledge and explicitly consent to the collection and use of your data, including Personal Information (as defined in the Privacy Statement), in accordance with the Privacy Statement. Further, you acknowledge that the Privacy Statement may be revised from time to time for any reason.

2. Changes to this EULA

QDE may make changes to this EULA from time to time for any reason. Typically, these changes are made to conform to current practices, comply with changing regulatory requirements, or other similar purposes. If QDE modifies this EULA in a manner that materially changes the terms or scope of the Services made available to you, we will make reasonable efforts to notify you by either contacting you via email or posting reasonable notice in connection with the Services to alert you to such changes. Your continued use of the Services after reasonable notice of such changes to the EULA has been provided will constitute your consent to the revised EULA terms. If you have any questions about this EULA, please contact us at: qdesales@qdepress.com

3. The Services

This website and its related applications and services (collectively the "**Services**") is owned by QDE . The Services may be delivered to you through the Internet via your browser or app (mobile or otherwise) and may include enrollment ("**Enrollment**") in one or more online courses ("**Course(s)**") provided through the Services for use in connection with classes and programs offered by your school, employer, university or other educational institution ("**Institution**"). While your User Account (defined below) for the Services may continue for an indefinite period of time during which you may enroll in other Courses, your access to those specific Courses provided through the Services is provided on a subscription basis for a limited period of time (each a "**Subscription**"). The Services may be provided directly by QDE or accessed through a third-party integration with accounts managed by your Institution or an integrated third-party service provider ("**Third Party Service**"). The Services may link to or provide options to access third party websites or applications.

4. Authorized Users and User Accounts

The Services are available only to individuals, including but not limited to educational institution, administrators and students, who have gained lawful access to the Services directly from QDE or its Third-Party Service provider or through the Institution of which such individual is affiliated ("**Authorized User**" or "**User**"). In order to initiate access to the Services, you must register for a user account ("**User Account**") by providing your first name, last name, valid email address (and in the case of Enrollments, your Institution, educational institution and Course name or code) and designating a secret and unique username and password ("**Account Credentials**"), as well as any additional information that may be required by your Institution. In some cases, your User Account may already be established for you by your Institution, or by way of direct access from an integrated Third Party Service, such as a learning management system, each of which may have additional terms of use or requirements for account access. QDE may use your Account Credentials to validate your account prior to providing access to the Services each time you access the Services.

You may have only one active User Account at any given time. You agree to provide accurate and truthful information when creating a User Account and to promptly update such information should it change.

You may not self-register for the Services if you are under the age of 13 unless your educational institution has established an account or registered on your behalf. If you are under the age of 18, you may not register or use the Services without first obtaining permission from your parent or

guardian. However, if you are under the age of 18 and enrolled at an institution of higher education, you may self-register for the Services.

The Services are not intended for use by residents of countries in which trade restrictions prohibit the sale of certain U.S. products or services. You understand and acknowledge that the administrators associated with your Institution or a Third Party Service may have access to your User Account and may suspend, modify or terminate your account access at any time and for any reason.

5. Protection of Account Credentials

Your User Account is for your personal use only. Unless we provide an approved mechanism for such use, allowing others to access or use the Services through your User Account is strictly prohibited and you are responsible for all uses of the Services associated with your Account Credentials, whether the use is made by you personally or by a third party due to your disclosure of your Account Credentials.

In order to protect the security of your Account Credentials and the Services, it is important that you maintain the confidentiality of your Account Credentials. You agree not to (1) use Account Credentials other than your own, or (2) to disclose your Account Credentials to any third party or service, other than an authorized Third Party Service. You agree to take reasonable steps to protect the secrecy of your Account Credentials and immediately notify QDE at qdesales@qdepress.com of any known or suspected loss, disclosure or theft of your Account Credentials and/or access codes you obtain in connection with the Services.

6. Ownership of the Services

The website, Course materials and other content provided through the Services (collectively, "**Materials**") and any supporting software, applications and systems (collectively "**Applications**") are the exclusive property of QDE and are protected by U.S. and international copyright and other intellectual property laws. All rights not expressly granted herein are reserved. Except as may be set forth in this EULA, the reproduction, redistribution, modification, publication, or adaptation of Materials or Applications, in whole or in part, without the express written consent of QDE is strictly prohibited. The Services may allow you to copy or download certain Materials, but please remember that the availability of this functionality does not mean that the above restrictions do not apply.

Unless otherwise indicated, trademarks, service marks and trade names (collectively "**Marks**") that appear on the Services are the property of QDE. Any trademarks not owned by QDE that appear in the Services are the property of their respective owners. You agree not to misuse or disparage any Marks associated with the Services or use the Marks (or any confusingly similar marks) in such a way that would misrepresent the ownership of the Marks or otherwise confuse the public as to the source or origin of any products or services. You should not use any Mark without obtaining the written consent of the Mark owner, using appropriate notice and attribution of the owner's trademark rights, and using the Marks in accordance with applicable usage guidelines as provided by a Mark's respective owner. Any such permitted use of the Marks by you shall be to the benefit of the respective Mark owner.

7. Limited License

QDE grants to you a limited, non-transferable, non-exclusive, non-sublicensable license to use the Services for their intended purpose and subject to the terms and restrictions set forth in this EULA, the [Privacy statement](#) and any additional terms which may be established by your Institution or Third Party Service.

You may use, display, and, when such functions are available on the Services, reformat, download, and print, Materials obtained through the Services solely for your own personal, non-commercial, and personal educational purposes.

You are responsible for meeting the then-current hardware, operating system, Internet browser and other technical requirements necessary to properly use and access the Services. All rights not specifically granted herein are reserved by QDE. You acknowledge that the license granted under this EULA does not provide you with title to or ownership of the Services, or the Materials contained therein, but only a right of limited use subject to the terms and conditions of this EULA.

8. Permitted Uses of Materials.

You may, on an occasional and irregEULAR basis, include insubstantial portions of the Materials in memoranda, reports and presentations, and then only to the extent that such use is for educational purposes of a non-commercial nature within the scope of, or permissible as "fair use", "fair dealing" or its equivalent under applicable copyright and intellectual property law, provided such use does not otherwise diminish the pedagogical or commercial value of the Materials or the Services and is otherwise accompanied by appropriate copyright notices. If you wish to request permission to reproduce the Materials, or if you have any questions about how to include any notices required under this Section, please refer to the information and contacts available at qdesales@qdepress.com

Before using any Materials designated as "open", OER, or available for public use, you should verify the governing licensing restrictions associated with such Materials. No right to use "open," "OER," or "available for public use" content is granted by QDE outside of the Services.

9. Prohibited Uses of Materials

Except as you may be expressly permitted by this EULA, you may not use, modify, adapt, reformat, download, upload, post, reproduce, broadcast, publish, display, perform, transfer or redistribute any Materials in any form, format or media or by means without obtaining the prior written authorization of QDE. You acknowledge that the dissemination of any assessment questions or answers contained in the Materials will materially diminish the value of the Services and is strictly forbidden. Without limiting this restriction, you acknowledge that the following "Prohibited Uses" shall not constitute "fair use" and are specifically prohibited under the terms of this EULA in the absence of written permission and that any such Prohibited Use constitutes a material breach of the terms of this EULA:

- making the Materials available in print format in connection with "course packets" and/or library reserve materials or otherwise making the Materials available online outside of the

Services, regardless of whether such use is related to the course for which the Services are provided;

- making the Materials available, by any means, to others (even members of your Institution) who are not Authorized Users and/or in connection with courses or other activities for which the Services are not authorized for use;
- publishing or otherwise disseminating outside of the Services solutions to questions or other assessment content contained in the Materials (whether generated by you, QDE or a third party);
- reproducing or distributing outside the Services, by any means, any illustrations, charts, photographs, outlines, extensive text excerpts, chapters, or e-books included in the Materials for use outside of the relevant Services.

10. Appropriate Use of the Services

You are expressly prohibited from any conduct which: threatens the security, integrity or availability of the Services; provides or facilitates access to the Services by unauthorized users or services; and/or results in prohibited duplication, transmission or exposure of the Materials, Applications or User information associated with the Services. You represent and agree that you shall not use the Services in violation of this EULA, any applicable local, state, national or international law or regulation, and/or the academic rules or policies of your Institution. You further agree that you will not use the Services in a manner which threatens the security, stability or integrity of the Services or networks connected to the Services ("**Service Network**"). Without limiting the foregoing, you acknowledge and agree that that you will not take any action to:

- impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity; including using another person's User Credentials (including passwords) or making your User Credentials available for use by others;
- use or attempt to use any "deep-link," "scraper," "robot," "bot," "spider," "data mining," "computer code" or any other automated device, program, tool, algorithm, process or methodology or manual process having similar processes or functionality, to access, acquire, copy, or monitor any portion of the Services, any data or content found on or accessed through the Services, or any other Materials without the prior written consent of QDE;
- violate any measure employed to limit or prevent access to the Services or otherwise obtain or attempt to obtain through any means any content, functionality or other information which has not been intentionally made available to you either by visible display on the Services or access through a visible link on the Services;
- decompile, reverse engineer, or otherwise attempt to obtain the source code of the Services;
- attempt, in any manner to gain unauthorized access to the Service Network, obtain the password, account, or other security information from or of any other User, or otherwise violate the security of the Service Network or access encrypted codes;
- interfere with or disrupt (or attempt to interfere with or disrupt) the proper working of the Services or Service Network, or violate any requirements, procedures, policies or regulations of the Service Network;
- take or attempt any action that, in the sole and absolute discretion of QDE, imposes or may impose an unreasonable or disproportionately large load or burden on the Service Network, disrupts the normal flow of data, or threatens the stability of the Services or Service Network; or

- engage any conduct which, in QDE's sole and absolute discretion, diminishes the pedagogical or commercial value of the Services, infringes any proprietary rights in the Materials or Applications, or otherwise violates this EULA.

QDE reserves the right, at its sole discretion, to suspend or terminate access to and use the Services with respect to any User that QDE reasonably believes has undertaken, or participated in, any of the foregoing activities, violated the terms of this EULA, or whose actions have, or are likely to, otherwise cause harm to QDE, the Services, the Service Network or other Users, or for any other reason at the sole and absolute discretion of QDE. Additionally, QDE may suspend or terminate your access at any time at the request of your Institution.

11. Permissible User Content

The Services may provide functionalities for Authorized Users to create, upload or post questions, responses, comments, ideas, articles, information, data, text, multimedia content, chat conversations or logs, messages and other materials or submissions ("**User Content**"). You may only post User Content that is your own original work or for which you have obtained the necessary rights or permissions for reproduction and public display through the Services and include any applicable ownership or attribution notices. (Note: The fact that content is publicly available on the Internet does not mean that such content may be freely used without seeking prior permission from the owner.) You are solely responsible for User Content that you post on the Services and agree not to create, post, upload or link to any Prohibited User Content (as defined below). QDE does not pre-screen User Content and assumes no responsibility for User Content. The views and opinions expressed in any User Content do not necessarily reflect those of QDE. QDE has the right (but not the obligation), in its sole discretion, to monitor, refuse to post or otherwise distribute, or remove any User Content for any reason and to terminate your access to the Services to prevent further posting or distribution of Prohibited User Content. If you discover any Prohibited User Content and would like to inform us, please contact us at qdesales@qdepress.com.

12. Use of User Content

By creating, posting, uploading or linking to User Content, you grant to QDE a perpetual, royalty-free, worldwide right and license to use, host, license, store, reproduce, transmit, adapt, and distribute such User Content and any derivative works created from such User Content (such as those resulting from changes we make so that your User Content works better with the Services) in connection with the Services. Further, you acknowledge and agree that your User Content shall be available to other Users on the same terms as granted by you to QDE under this EULA and specifically this Section 12. QDE shall not be responsible or liable for the deletion, destruction, damage, loss or failure to store any User Content. By posting User Content that is owned by third parties, you represent that you have been granted the right to grant to QDE the right to make such User Content available to Authorized Users to the same extent as the Materials provided with the Services. You agree to provide proper copyright notices in connection with any User Content in which you or a third party assert a right of copyright. Additional terms and options may be presented through the user interface available on the Services for posting or uploading User Content which shall have the same force and effect as the terms of this EULA.

13. Prohibited User Content

You will, at all times comply with all applicable local, state, federal, and foreign laws in using the Services. You agree that you will not (directly or through others) contribute, create, upload, post, link to, or otherwise cause the distribution of any content or use the Services in any manner that:

- is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, indecent, offensive, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable or in violation of the rules or policies of the Institution;
- infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party or which you do not have a right to transmit under any law or under contractual or fiduciary relationship (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- jeopardizes the security, availability or integrity of the Services or causes harm to any User and his or her property through the use of malicious code or other contaminating or destructive devices;
- transmits advertising material and/or any unsolicited or unauthorized promotional materials, junk mail, SPAM, chain letters, or any other form solicitation in violation of any applicable rules, regEULAtions or laws or otherwise interferes with the proper working of the Services or Service Network; or
- otherwise violates the terms of this EULA.

14. User Suggestions

QDE always welcomes suggestions and comments regarding the Services. Suggested improvements, additions or other comments may be submitted by you to QDE, whether through the Services, online, offline, verbally, or in writing ("**User Suggestions**") Regardless of the manner of submission, you hereby acknowledge that all right, title and interest and any other intellectual property rights in the User Suggestions shall become the exclusive property of QDE and may be used for its business purposes at QDE's sole and absolute discretion without any payment or accounting to you. This policy is intended to avoid the possibility of future misunderstandings when products and services developed by QDE might seem to others to be similar to their own submissions or comments. No reference to your personal information shall be made in connection with the any use by QDE of User Suggestions.

15. No Liability for Third Party Websites and Third Party Content

QDE assumes no responsibility for third party content ("**Third Party Content**"), services or applications that may be accessed by way of links on the Services to sites hosted by third parties that are outside of QDE's control ("**Third-Party Sites**"). QDE does not endorse or guarantee the accuracy, integrity or quality of Third Party Site or Third-Party Content and disclaims all liability for any errors, omissions, violation of third-party rights or illegal conduct arising from such content or sites. The inclusion of a link to any Third Party Site in the Services does not imply that the owners of such Third-Party Sites have sponsored or endorsed the Services. QDE is not responsible for the accessibility of

Third-Party Sites accessed through links to the Services. Should you discover that a link to a Third-Party Site is no longer functional or to any links which directs Users to inappropriate content or Prohibited User Content please contact us at: qdesales@qdepress.com.

Availability of the Service

The scope and availability of the Services may vary according to (1) additional terms presented at the time of purchase or registration, (2) Enrollment in or registration for a specific Course or Service, and/or (3) any licensing terms between QDE and your Institution. QDE is not responsible for limitations of access resulting from any Third-Party Service or as the result of certain account settings established by your Institution. You are responsible for obtaining Internet access in order to use the Services. You may access a Course available through the Services only for the duration of the Subscription purchased (typically one or two semesters depending on the Course), whether or not the Services are used and subject to QDE's right to terminate access under this EULA. Educational institution access may be provided for an indefinite time period until otherwise terminated subject to this EULA.

While QDE makes reasonable efforts to ensure the availability of the Services to Authorized Users with active Subscriptions, the Services may be unavailable for limited periods of time due to scheduled routine maintenance, emergency maintenance or factors beyond QDE's control, such as disruptions of internet services or unforeseen threats to the integrity or security of the Services.

QDE may at any time, with or without notice to you, restrict the use and accessibility of the Services and/or discontinue any portion, feature, or content of the Services. QDE will make reasonable efforts to provide Authorized Users notice of significant changes to the Services to Authorized Users with active Subscriptions whenever reasonably feasible and provide alternative materials or services if substantial portions of the Services become unavailable

Termination of Access

1. **Termination by You.** Subject to account restrictions that may be imposed by your Institution or a Third-Party Service through which access to the Services is provided, you may terminate your User Account at any time by notifying QDE of your decision to do so. Your satisfaction with the Services is important to us. If you have any concerns or complaints about the Services or wish to terminate your access to the Services, please contact us at qdesales@qdepress.com.
2. **Termination by QDE.** QDE may, in its sole discretion, and with or without advance notice, suspend your access to all or any part of the Services, or terminate your rights to use the Services, for any conduct or use (whether by you or anyone else having access to the Services under your Account Credentials) that QDE reasonably believes violates this EULA.
3. **Effect of Termination.** Whether termination is initiated by you, your Institution or QDE, Sections 12, 14, 17-21, 25 and 28 of this EULA shall survive any such termination. Any User Account information, data, settings or specifications or customizations of a Service or Subscription specific to your User Account may be permanently lost upon termination of a Service or Subscription provided through the Services, whether by you, QDE or your Institution. User Content and other user information associated with your use of the Services may still be accessible by your Institution or, to the extent it is posted in a public

forum, to other Users of the Services for which such information was posted, even after termination.

16. Sole Remedy

QDE's entire liability to you, and your sole and exclusive remedy, regarding the use of the Services shall be either restoration of access for which you have subscribed or purchased, or a refund of any fees paid directly by you to QDE for the particular Service or Subscription. When available, refunds will only be made if requested by you in writing within the first 15 days after Enrollment or registration. Refunds can only be provided for purchases made directly from QDE's website by an Authorized User. Refunds are not available for lost or stolen access codes, or any purchases made through third parties (for example, your campus bookstore). If you are dissatisfied with a Service or wish to request a refund, please contact us at qdesales@qdepress.com.

17. Disclaimer of Warranties

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT: (a) YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS; (b) YOU HAVE NOT RELIED ON ANY STATEMENT, INFORMATION OR ADVICE FROM QDE'S REPRESENTATIVES OR RESELLERS WHICH WOULD BE DEEMED TO BE A WARRANTY OF THESE SERVICES OR FORM THE BASIS FOR ANY LIABILITY OF QDE; (c) TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, QDE AND ITS LICENSORS AND CONTRACTORS EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

NEITHER QDE NOR ITS LICENSORS MAKE ANY REPRESENTATION OR WARRANTY THAT: (a) THE SERVICES OR YOUR USE THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE; (b) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE; OR (c) THE SERVICES WILL MEET YOUR REQUIREMENTS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

18. Limitation of Liability

IN NO EVENT SHALL QDE OR ITS EMPLOYEES, OFFICERS, AGENTS, CONTRACTORS OR LICENSORS BE LIABLE FOR ANY COMPENSATORY, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND -- INCLUDING, WITHOUT LIMITATION ANY CLAIMS OR DAMAGES BASED ON YOUR USE OF OR INABILITY TO USE THE SERVICES, ANY THIRD PARTY WEBSITES, OR APPLICATIONS ACCESSED THROUGH THE SERVICES, DAMAGE TO PROPERTY, THIRD PARTY CLAIMS, LOSS OF PROFITS, GOODWILL, DATA, OR OTHER INTANGIBLE LOSSES, LOSSES CAUSED BY YOUR RELIANCE ON ANY CONTENT OR INFORMATION PROVIDED THROUGH THE SERVICES, AND/OR ANY OTHER LOSSES OF ANY KIND ARISING FROM YOUR USE OF THE SERVICES. QDE'S MAXIMUM AGGREGATE LIABILITY UNDER THIS EULA WILL IN NO EVENT EXCEED THE TOTAL

FEES PAID TO QDE BY YOU FOR THE SPECIFIC SERVICES FROM WHICH THE LOSS ARISES. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT, OR OTHERWISE, EVEN IF QDE HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE, AND/OR IF ANY OF THE LIMITED REMEDIES IN THIS EULA FAIL THEIR ESSENTIAL PURPOSE.

NO ACTION, REGARDLESS OF FORM, ARISING UNDER THIS EULA MAY BE BROUGHT BY YOU MORE THAN ONE YEAR AFTER THE FACTS SUPPORTING THE CAUSE OF ACTION HAVE BECOME KNOWN, OR REASONABLY SHOULD HAVE BECOME KNOWN TO YOU. NOTHING IN THIS EULA IS INTENDED TO EXCLUDE OR LIMIT ANY CONDITION, WARRANTY, RIGHT OR LIABILITY WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED UNDER APPLICABLE LAW. ACCORDINGLY, ONLY THE LIMITATIONS WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND IN SUCH INSTANCES OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED.

19. Representation and Warranty; Indemnity

As a condition of your use of the Services, you warrant and represent to QDE that you are an Authorized User and will not use the Services for any purpose that is unlawful or prohibited by this EULA. To the fullest extent permitted by applicable law, you agree to defend, indemnify and hold harmless QDE and its employees, officers, agents, contractors, and licensors from any claims, damages, expenses, or liabilities arising from or in any way related to any violation of this EULA or unauthorized use of the Services.

20. Choice of Law and Forum

You agree that this EULA shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods and that any and all actions, disputes or controversies relating to this EULA or your use of the Services (each a "Claim") shall be subject to the terms of this provision. Except as provided below, (a) you submit to the personal and exclusive jurisdiction and venue of the courts located within Wayne County, State of North Carolina ("**Chosen Forum**") with respect to any Claim, (b) irrevocably consent to the service of process via email, personal delivery, or mailed by certified or registered mail, return receipt requested, to the mailing address set forth in your User Account; and (c) agree that any Claim will be governed by and construed subject to laws of the State of North Carolina ("**Chosen Law**"). If you reside in Canada, the Chosen Forum shall be the courts located in the province of Ontario and the Chosen Law shall be the laws of Ontario and the laws of Canada applicable therein, without giving effect to its conflict of law principles. If you reside outside of the US and Canada, the Chosen Forum shall be the courts located in England and the Chosen Law shall be the laws of England, without giving effect to its conflict of law principles. Nothing in this paragraph is intended to limit or contravene the applicability of the local privacy and data security regulations which would otherwise govern the collection, disclosure and use of your Personal Information.

21. United States Export Requirements

This EULA and your use of the Services are subject to US regEULations and laws which restrict the export by QDE of certain materials and technical data. You agree not to transfer, directly or indirectly, by electronic means or otherwise, any Services to any country, or to any agent, representative, or foreign national of any country, for which the U.S. Government or any agency thereof requires an export license or otherwise restricts such exports. Pursuant to current restrictions of the U.S. Government, nationals of Cuba, Iran, Myanmar (Burma), North Korea, Sudan and Syria may not use or access the Services at this time.

22. DMCA and Notices of Inappropriate Content

If you have any copyright concerns about any materials posted on the Services by others, or otherwise want to report inappropriate content on the Services, please let us know. We comply with the provisions of the Digital Millennium Copyright Act applicable to Internet service providers (17 U.S.C. Section 512). Unless otherwise stated in any specific DMCA designation provided by QDE, please provide us with written notice ("**Notice**") by contacting our Designated Agent at the following address:

QDE Press Inc.
2822 Cashwell Drive #325
Goldsboro, NC 27534

email: qdesales@qdepress.com.

If you are a copyright owner or authorized agent of a copyright owner and believe in good faith that copyrighted work has been copied, adapted, reproduced or exhibited through the Services in a manner that constitutes copyright infringement, you may submit written notification of the claimed infringing activity to our Designated Agent. To be effective, the Notice must include the following:

- A physical or electronic signature of the owner, or a person authorized to act on behalf of the owner, ("Complaining Party") of an exclusive right that is allegedly being infringed upon; Information reasonably sufficient to permit QDE to contact the Complaining Party, such as an address, telephone number, and if available, an electronic mail address;
- Identification of the allegedly infringing material on the Services ("Infringing Material"), and information reasonably sufficient to permit QDE to locate such material on the Services; Identification of the copyrighted work claimed to have been infringed upon ("Infringed Material"), or if multiple copyrighted works on the Services are covered by a single Notice, a list of each copyrighted work claimed to have been infringed (please be specific as to which Infringing Material is infringing on which Infringed Material);
- A statement that the Complaining Party has a good faith belief that use of Infringing Material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

A statement that the information in the Notice is accurate, and under penalty of perjury, that the Complaining Party is the owner or is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

23. Reporting other Prohibited Content

QDE also encourages you to report to QDE any content on or accessible through the Services which you believe contains infringing content, malicious code, or any offensive, libelous, or otherwise illegal or that is otherwise prohibited under this EULA. To ensure QDE can quickly respond to the issue, your email should include: the originating QDE page URL; the linked page URL; a description of the content in question and the basis upon which you believe the content is prohibited or otherwise inappropriate; and the contact information through which QDE may best reach you if you are willing to further assist QDE in its investigation.

24. Miscellaneous

This EULA is personal to you, and you may not assign, transfer or delegate your rights or obligations under this EULA to anyone. QDE may assign or delegate its rights or obligations under this EULA, in whole or in part, subject to QDE's right and obligations under this EULA and any agreement it may have with your Institution. In the event that any provision of this EULA is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, the remainder of this EULA shall remain valid and enforceable according to its terms. This EULA is the entire agreement between QDE and you with respect to the Services and cannot be modified absent a signed written agreement. Headings in this EULA are for your convenience only and do not have any legal meaning or effect. If QDE waives or fails to enforce any term or condition of this EULA on any one or more occasions, whether by conduct or otherwise, its waiver or failure to enforce such terms will not prevent QDE from enforcing any terms or condition of this EULA at any other time. The meaning of this EULA cannot be changed by your or QDE's conduct, even if repeated, or by any custom or practice of others engaged in the same or similar businesses. In addition to being a part of the registration form, this EULA is accessible through a link on the Services so that you may reference it at any time. It is the express wish of the parties that this EULA and all related documents be drawn up in English.

Privacy Policy

Introduction

This Privacy Policy describes how QDE collects, protects, uses and shares personal information of Users of the Educational Products and Services (Services) that link to this Privacy Policy. The Services are designed to facilitate and support learning and education in Higher Education and, for certain Services, Secondary Education.

Use of the Services is subject to this Privacy Policy, the User License Agreement (EULA) for the Services and any applicable written agreement executed by QDE and an Institution or other Educator.

Some Services may reference or link to another site or service. Use of other sites and services (including other QDE sites and services) may be subject to different terms and privacy policies.

Contact Us

Please contact QDE with any questions or concerns about this Privacy Policy.

Definitions

For purposes of this Privacy Policy:

- **"Customer"** means a purchaser of the Services.
- **"EULA"** means the User License Agreement for the Services.
- **"Educator"** means an instructor, tutor, teacher, professor, school, school district, college, university or other education institution or education agency that adopts or uses the Services in an educational setting. Educator includes a parent instructing a student at home.
- **"Institution"** means a school, school district, college, university or other education institution or education agency that adopts and uses the Services.
- **"QDE"** means QDE publishing, Inc.
- **"Personal Information"** means information personally identifiable to a particular User. Personal Information may include Account Data and Course Data described below.
- **"Secondary Student User"** means a User who is a student in a secondary education setting.
- **"Services"** mean the QDE educational products and services that link to this Privacy Policy.
- **"User"** means a student, instructor or school administrator, who is an end-user of the Services.
- **"Youth User"** means a User who is not considered old enough under applicable law to accept and consent to the Privacy Policy.

Authorization and Consent

Important Note: If you are a student in a secondary school or if you under 18 years old and not sure whether you are old enough to accept and consent to the Privacy Policy, please do not use the Services, unless your Educator, Institution or parent set up your account, registered you to use the Services or directed you to set up your account or register to use the Services or instructed you to complete schoolwork or assignments using the Services.

Secondary Student/Youth Users

QDE receives authorization and consent to collect, process and otherwise handle Personal Information of a Secondary Student User or a Youth User under this Privacy Policy and the EULA when a parent, Institution or Educator of such User (a) purchases the Services for such User; (b) establishes an User Account for such User; (c) registers such User to use the Services; (d) instructs such User to establish an account or register to use the Services; or (e) directs such User to complete schoolwork or assignments using the Services. Such authorization and consent also will be deemed to have been granted for all Secondary Education Student/Youth Users who are included in an Educator's course roster in the Services or who access the Services through account credentials that an Educator has associated with the User's Personal Information, such as through the Educator's course or learning management system. Educators and their Institutions are responsible to obtain any additional legally required consents for Secondary Education Student Users and Youth Users.

Other Users

QDE receives authorization and consent from Users to collect, process and otherwise handle Personal Information under this Privacy Policy and the EULA when the User: (a) purchases the Services; (b) establishes an account or registers to use the Services; (c) accesses the Services through account credentials that an Educator has associated with the User's Personal Information, such as through an Institution's course or learning management system; or (d) uses the Services.

Global Nature of the Services

For some of QDE's Services, Personal Information may be transmitted, stored and processed in a country other than the one in which the User resides or the Educator or Institution is located. **The authorization and consent for QDE to collect, process and otherwise handle Personal Information under this Privacy Policy includes consent and authorization for the User's Personal Information to be transferred and stored in countries outside of their residence, which may include the United States and the United Kingdom, as well as any country where the Educator or Institution may be located or the User may visit.**

Protection and Security

To protect Personal Information from unauthorized access, use and disclosure, QDE maintains a comprehensive information security program and employs reasonable and appropriate physical, administrative and technical safeguards. QDE performs periodic risk assessments of its information security program and prioritizes remediation of identified security vulnerabilities.

Collection and Processing

QDE collects and processes data in order to provide the Services for educational purposes. This data may include Personal Information.

Payment Data

If a Customer purchases the Services online directly from QDE, payment data submitted by that Customer will be used and disclosed to the Customer's financial institution and QDE's payment processing vendor for the purpose of processing payment for the Services ordered.

Account Data

QDE collects and processes Account Data to set up, maintain and enable a User account to use the Services. Account Data includes a User's name (unless an alias is used with Educator or Institution approval/coordination), email address, user name and password, as well as the Institution and course identifier for any courses for which User uses the Services. With coordination/approval by the Educator, a User may be registered for a User account using an alias* instead of actual first and last name. Account Data does not include student coursework or responses, scores, grades or instructor feedback on interactive exercises, assignments or assessments.

*Alias Registration Option

With Educator approval/coordination, a User account may be established by using an alias name (pseudonym) and email address that is not otherwise associated with Personal Information provided to QDE. Alias Registration may not be available if the User account is established through integration with a third-party service or if the Institution or Educator establishes the User Account or otherwise prohibits the use of this option. If a User establishes a User account through Alias Registration, the User must notify each Educator of the alias information used to establish the User account so that the Educator can recognize the User account as belonging to that User.

Course Data

Course Data means educational data collected, generated or processed through use of the Services in connection with educational coursework. Course Data includes assignments, student coursework, responses to interactive exercises, assignments and assignments, scores, grades and instructor comments. QDE collects and

processes Course Data in order to provide the Services to Users, Educators and Institutions for educational purposes.

Community/Forum Postings; Other Communications

Information posted by a User in a community or forum or communicated with a communication tool provided through the Services may constitute Personal Information. Postings and communications will be visible to and shared with all members of the community or forum. QDE is not responsible for further use or disclosures by others who are members of the community or forum or recipients of any communications.

Cookies and Related Technologies

The Services use cookies to enable Users to sign-in to the Services and access stored preferences and settings. Users, Educators and Institutions have a variety of tools to control the use of cookies, web beacons and similar technologies, including browser controls to block and delete cookies. Disabling or blocking these technologies, however, may prevent or impair required functionality and use of the Services.

Application and System Logs

Application and system logs are critical to ensuring the availability and security of the Services. QDE automatically collects log data related to User interaction with the Services. This data may include browser type, type of computer/device and technical information about the User's means of connection to the Services, such as operating system, internet service provider and IP address. This data is collected and used to monitor the health of the Services, detect unauthorized access and fraudulent activity, prevent and respond to security incidents and appropriately scale the computing resources for the Services.

Feedback, De-Identified and Aggregate Data

QDE may provide Users with the opportunity to evaluate and provide feedback on the Services on a voluntary basis. QDE may use and disclose such data in de-identified form, as well as other de-identified data and de-identified aggregate data collected and processed through the Services, to deliver, maintain, support, evaluate and improve the Services, conduct educational research, develop new products and services and for other purposes. De-identified data is not considered Personal Information under this Privacy Policy.

Web Analytics

QDE may use third party web trend analytical services, including Google Analytics and Adobe Analytics, to collect anonymous visitor information, which may include IP addresses, browser types, referring pages, pages visited and time spent on a particular site. While these analytical services collect and report information on an anonymous basis, they may use cookies and collect IP addresses to gather web trend information. QDE uses web trend information for system administration, identify problems and improve service. For further information about Google Analytics, and for links to Google's Privacy Policy and an opt-out tool for Google Analytics, go to <http://www.google.com/intl/en/analytics/privacyoverview.html>. For further information about

Adobe Analytics, for links to Adobe Analytics' Privacy Policy and opt-out tool for Adobe Analytics, go to <http://www.adobe.com/privacy/analytics.html>.

Do Not Track

Do Not Track (DNT) is a proposed mechanism for allowing website visitors to control the collection of certain usage data. Although there has been research into the development of a standard to support the use of DNT signals, there is no adopted standard to follow. The Services do not currently respond to Do Not Track signals.

Use and Disclosure

Educators and Institutions

QDE uses the Personal Information to deliver the Services for educational purposes. In delivering the Services, QDE provides and discloses Personal Information to the User's Educator and Institution and as otherwise directed by the Institution or the Educator. Educators and Institutions may export grade book information and other Course Data from the Services for the purpose of maintaining educational records.

Evaluation

QDE may use and disclose Personal Information, as requested or authorized by an Institution or by an applicable governmental educational agency or authority, for administrative, audit and evaluation purposes, such as to evaluate the educational efficacy and effectiveness of the Services.

Improper Conduct

QDE may use and disclose Personal Information of a User to the User's Educator, Institution, law enforcement and other regulatory officials for the purpose of investigating and addressing suspected illegal conduct, misappropriation of password access, academic dishonesty or misconduct or any other conduct prohibited by law, the EULA or a User's Educator, Institution or other applicable regulatory authority.

Affiliates and Contractors

QDE may disclose Personal Information to affiliated QDE companies and other companies and organizations who perform work for QDE under contract and are obligated to protect the privacy of Personal Information consistent with this Privacy Policy.

Other Circumstances

QDE also may disclose or use Personal Information: (a) with the User's consent (or, if a Youth User, with the consent of the Youth User's parent); (b) in response to a subpoena, court order or legal process, to the extent permitted or required by law; (c) as required by law; (d) to protect the security and safety of the User and other persons, data, assets and systems, consistent with applicable law; (e) in connection with a sale, joint venture or other transfer of some or all of its company or its assets, subject to the commitment of the acquiring entity to

comply with this Privacy Policy; (f) to investigate or address actual or suspected fraud or other illegal activities; or (g) in order to exercise its legal rights, including enforcement of the EULA or any applicable contract with the User or the User's Educator or Institution

Communications and User Feedback

QDE may communicate with Users by email to provide updates and information about the Services and to request User evaluation and feedback about the Services and interest in QDE research project participation. QDE will provide Users with a means to express email preferences or unsubscribe to emails in accordance with applicable law.

Marketing and Advertising

QDE will not use User Personal Information for marketing or advertising purposes, except with the consent of the User. QDE will not knowingly seek such consent from any Secondary Student Users or Youth Users. QDE does not permit third-party ad networks or similar services to access or collect Personal Information within the Services.

No Sale of Personal Information

QDE does not sell or rent User Personal Information.

Compliance with Data Protection Laws

FERPA

QDE complies with all applicable provisions of the United States Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, 34 CFR Part 99 (FERPA) in receiving and handling personally identifiable information from education records as a "school official" under FERPA.

COPPA

The Services are designed for Higher Education and, for certain Services, Secondary Education. The Services are not designed or intended to collect Personal Information from young children under the age of 13 for any commercial purpose. In the event the Children's Online Privacy Protection Act (COPPA), 15 U.S.C. 6501 et seq. is deemed to apply to the collection of any Personal Information under this Agreement, QDE will comply with all applicable provisions of COPPA and collect and such information for educational purposes only at the direction of the Educator and on the basis of Educator consent.

Other Data Protection Laws

QDE is committed to complying with all other data protection laws applicable to its delivery of the Services.

Access, Correction and Portability

Account Data

Users may access and modify Account Data through the Account Profile features and functionality of the Services.

Course Data

Students and parents should direct access, amendment and export requests for Course Data and any education records to their Educator or Institution. Access, correction or deletion may be limited by restrictions to maintain academic fairness and the validity, security and intellectual property rights in educational assessments and materials and any applicable restrictions or requirements of the Educator, Institution or law. In many cases, Institutions and Educators will be able to use the built-in functionality of the Services in order to address access, amendment and export requests. Upon request of the Institution, QDE will provide reasonable assistance to the Institution, consistent with the terms of its agreement with the Institution. In certain cases, QDE may not be able to fully satisfy such requests, such as a request for confidential QDE company information or requests in a specific or proprietary format that QDE is unable to support or requests that are prohibited by law.

User Responsibilities

To protect Personal Information, Users, Educators and Institutions are urged to: (a) protect and never share their passwords; (b) only access the Services using secure networks; (c) maintain updated internet security and virus protection software on their devices and computer systems; (d) immediately change a password and contact QDE if there is a suspicion that the password has been compromised; and (e) contact QDE if there is another security or privacy concern or issue.

Changes to the Policy

This Privacy Policy may be revised from time to time through an updated posting. QDE will identify the effective date of the revision in the posting. Often, updates are made to provide greater clarity or to comply with change regEULAtory requirements. If the updates involve material changes to the collection, protection, use or disclosure of Personal Information, QDE will endeavor to provide notice of the revision in advance through a notice conspicuously posted on the Services, an email to Users or other appropriate way. Continued use of the Services after the effective date of a posted revision evidences acceptance. Please contact QDE if you have questions or concerns about the Privacy Policy or any objection to any revisions.