

USER-GENERATED CONTENT POLICY

In submitting User-generated content to the Discovery Education, Inc. ("Discovery Education") websites and services, 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 and its related entities (collectively, the "Discovery Education Parties") a non-exclusive, perpetual, royalty-free, fully paid up license 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 "Content Submission"), as further described below. You acknowledge and agree that you shall not be entitled to share in any revenue that the Discovery Education Parties may or may not earn or generate through its use of your Content Submission. Discovery Education Parties shall have the right to increase, decrease and modify the total file size of content uploaded to Discovery Education websites and services.

You also agree, represent and warrant that either you are submitting your own User-generated content, or that you are submitting the User-generated content of another User with all required permissions and consents of such other User and/or such User's parent/guardian, as applicable.

Discovery Education Parties' Right to Use Your Content Submission. You grant the Discovery Education Parties the non-exclusive right to edit in any manner, and to use and distribute and license others to use and distribute, your Content Submission, or any portions, reproductions or versions thereof, on the websites and services, products and/or services (in any and all media, now known or hereafter invented) of the Discovery Education 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 Discovery Education Parties the right to use and distribute, and license others to use and distribute, your Content Submission in the promotion of such websites and services, products and/or services, to the same extent permitted for use and distribution of your Content Submission hereunder.

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

Access; Backing Up Your Content Submission. We work hard to make the Discovery Education websites and services a secure and stable environment. However, as with any computer system, there is always the risk of data loss and that data may be made available to others despite security safeguards. You should never let the copy of any of your Content Submissions on a Discovery Education Website serve as your only copy of such materials. You should maintain your own copies of all of your materials, so that in the event of lost data affecting a Discovery Education websites and services, you will not lose your Content Submissions. You should not include any confidential materials as part of your Content Submissions.

Waiver of Right of Approval. You hereby waive any right of inspection or approval of your Content Submission as used and distributed by the Discovery Education 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 Discovery Education 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 Discovery

Education Parties from any and all claims arising from their use and distribution of your Content Submission as permitted herein.

Furthermore, you agree not to forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through Discovery Education websites and services.

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 websites and services. But we cannot and do not review every posting/content submission made on the Discovery Education websites and services, 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 organizations 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 skepticism 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 websites and services 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 websites and services. You may use the Discovery Education websites and services for lawful purposes only.

By using the Discovery Education websites and services, you agree not to submit, post or transmit through the Discovery Education websites and services 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 unauthorized access to the Discovery Education websites and services, or any account, computer system, or network connected to the Discovery Education websites and services, by means such as hacking, password mining or other illicit means;
- Is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortuous, or contains explicit or graphic descriptions or accounts of, sexual acts;
- Victimizes, 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 websites and services.
- 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 unauthorized use of a computer or computer network;
- Encourages conduct that would constitute a criminal offense 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 websites and services that may require registration;
- Results in a single message being posted to more than five areas of any Discovery Education Website, results in any message being posted to any area of the Discovery Education websites and services if that message is, in our view, off-topic or in violation of these Terms of Use; or
- Violates these Terms of Use, guidelines or any policy posted on the Discovery Education websites and services, or interferes with the use of the Discovery Education websites and services 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 websites and services to determine compliance with these Terms of Use 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 Content Submissions, submitted to or posted on the Discovery Education websites and services for any reason, including violation of these Terms of Use, 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 Content Submissions. 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 websites and services or any communication or posting on the Discovery Education websites and services. 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 websites and services to violate anyone's copyright, trademark or other intellectual property rights. By posting or submitting any material (including, without limitation, photographs and videos) to the Discovery Education websites and services, 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 of Use, but may also subject you to legal liability for infringement of copyright, trademark or other intellectual property rights.

Discovery Education may periodically contact you for customer service purposes, including without limitation by providing Product information (such as Product updates and Content changes) and Product integration ideas. By accessing the Content, you consent to receive such communications.

USE OF MATERIALS

With the exception of any and all Content Submissions (Discovery Education's permitted use of which is discussed above) and any material posted on Discovery Education's community and social media sites, all other material you submit to any of our chat rooms, forums, blogs and other public posting areas, whether text or images, becomes the property of Discovery Education and may be reproduced, modified and distributed as we see fit, in any medium, for any purpose and in perpetuity. Further, you understand that by posting material on Discovery Education's community and social media sites, you are granting to Discovery Education, and to anyone authorized by Discovery Education, a royalty-free, perpetual, irrevocable, non-exclusive, unrestricted, worldwide license to display, use, copy, modify, transmit, sell, exploit, create derivative works from, distribute, and/or publicly perform such materials posted on Discovery Education's community and social media sites, in whole or in part, in any manner or medium, now known or hereafter developed, for any purpose. The foregoing grant shall include the right to exploit any proprietary rights in such posting or submission, including, but not limited to, rights under copyright, trademark, service mark or patent laws under any relevant jurisdiction. Also, in connection with the exercise of such rights, you grant Discovery Education, and anyone authorized by Discovery Education, the right to identify you as the author of any of your postings or submissions by name, email address or screen name, as Discovery Education deems appropriate. Please also note the last paragraph in the **"COMMUNITY AND SOCIAL MEDIA SITES, CHAT ROOMS, FORUMS, AND BLOGS"** section above.

The materials available through the Discovery Education websites and services are the property of Discovery Education or its licensors, and are protected by copyright, trademark and other intellectual property laws. Content found on the Discovery Education websites and services ("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 (including without limitation as part of any public exhibition where an admission fee is charged for viewing) 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.

You shall not remove, obscure, or alter the Content, or the websites and services themselves, and 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.

USER SUBMISSIONS FROM OTHER USERS

Discovery Education wants to encourage an open exchange of information and ideas. But we cannot and do not review every submission submitted by other Users of the Discovery Education websites and services. You can expect these areas to include content, information and opinions from a variety of individuals and organizations other than Discovery Education. We do not endorse or guarantee the accuracy of any submission, regardless of the source of the information. There is no substitute for healthy skepticism and your own good judgment.

Responsibility for what is posted on Discovery Education websites and services lies with each User. You alone are responsible for material you submit. By using the Discovery Education websites and services, you agree not to submit or transmit any libelous, defamatory, abusive, obscene, pornographic, threatening or illegal material, or any other material that infringes on the ability of others to enjoy Discovery Education websites and services or that infringes on the rights of others. You may not submit or transmit any message anonymously or under a false name. You may not permit any person to access, using your account, any features of a subscription based Discovery Education Website unless such person is also covered under your subscription and the terms of your subscription allow it. We retain the right to deny access to anyone who we believe in our sole discretion has violated these terms or any other term of our Terms of Use.

Although Discovery Education cannot monitor all the submissions, we reserve the right (but assume no obligation) to delete, move or edit any submission, including without limitation any Content Submissions that come to our attention that we consider unacceptable or inappropriate, whether for legal or other reasons.

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