

Discovery Education™ Websites: TERMS OF USE

Welcome to Discoveryeducation.com ("Discovery Education"). Please read this Visitor Agreement; by using this website, you accept its terms.

This Visitor Agreement applies to all of the websites where it is posted. Those websites are referred to collectively in this Visitor Agreement as the "Discovery Education Sites" or "Website." Additional terms and conditions may apply to some services offered on the Discovery Education Sites. Such terms and conditions may be found at the place where the relevant service is offered.

The Web is an evolving medium; we may change the terms of this Visitor Agreement from time to time. By continuing to use any of the Discovery Education Sites after we post any such changes, you accept this Visitor Agreement, as modified. We may change, restrict access to, suspend or discontinue the Discovery Education Sites, or any portion of the Discovery Education Sites, at any time. Discovery Education respects the privacy of our users. Please take a few minutes to review our [Privacy Policy](#).

If you disagree with any material you find on the Discovery Education Sites, we recommend that you respond by noting your disagreement in an appropriate site forum where there is one. We also invite you to bring to our attention any material you believe to be factually inaccurate by contacting our representatives at 1-800-889-9950 or filling out the form at www.customercare.discovery.com.

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. 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

Pursuant to Title 17, United States Code, Section 512(c) (2), notifications of claimed copyright infringement must be sent to Service Provider's Designated Agent.

Service Provider: AT&T

Name of Agent Designated to Receive Notification of Claimed Infringement: Sam Kronthal
Full Address of Designated Agent to Which Notification Should Be Sent: Sam Kronthal, Legal Department, Discovery Education, Inc., One Discovery Place, Silver Spring, MD 20910.
Telephone Number of Designated Agent: 240.662.0000
Facsimile Number of Designated Agent: 240.662.1903
E-Mail Address of Designated Agent: DiscoveryEducationDMCA@Discovery.com

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

1. A physical or electronic signature of a person authorized 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 authorized 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 authorized 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 the designated agent 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 a Federal District Court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which we may be found, 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 VIDEO

In submitting user-generated video 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 Communications, LLC ("Discovery"), Discovery'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 "DCL Parties") a non-exclusive, perpetual, royalty-free, fully paid up license to make use of and distribute your user-generated video 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 "Video Submission"), as further described below. You acknowledge and agree that you shall not be entitled to share in any revenue that the DCL Parties may or may not earn or generate through its use of your Video Submission.

DCL Parties' Right to Use Your Video Submission. You grant the DCL Parties the non-exclusive right to edit in any manner, and to use and distribute and license others to use and distribute, your Video Submission, 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 DCL 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 DCL Parties the right to use and distribute, and license others to use and distribute, your Video Submission in the promotion of such websites, products and/or services, to the same extent permitted for use and distribution of your Video Submission hereunder.

Clearance of Your Video Submission for the DCL Parties' Use. You represent and warrant that your Video Submission is your original work and that you have secured any and all rights, releases and permissions necessary for the DCL Parties' use and distribution of your Video Submission hereunder, including without limitation those related to any people, places, music, performances of dance or music, video, photographs and/or graphics in your Video Submission (collectively, the "Elements"). You represent and warrant that, to the best of your knowledge, no further permissions or fees are due for the DCL Parties' use and distribution of your Video Submission or any Elements therein. You further represent and warrant that any statements made by you or others in the Video Submission are true to the best of your knowledge and that neither they, nor any Element of your Video Submission, 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 Video Submission as used and distributed by the DCL 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 DCL 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 DCL Parties from any and all claims arising from their use and distribution of your Video Submission 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 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 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 unauthorized 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, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, or contains explicit or graphic descriptions or accounts of, sexual acts;
- Victimized, 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 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 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 this Visitor Agreement; or
- Violates these Terms of Use, 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 this Visitor Agreement 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 Video Submissions, submitted to or posted on the Discovery Education Sites 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 Video 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 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 copyright, trademark or other intellectual property rights. By posting or submitting any material (including, without limitation, 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 this Visitor Agreement, 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 Video 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. [Click here](#) for the terms and conditions that govern the submission of user-generated video to the Discovery Education Sites.

The materials available 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. 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 (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 Website itself, 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.

Videos and Video Stills. User may download only the video clips designated on the Website as downloadable. User may freeze a video clip in order to view a video still, provided that User uses presentation or multimedia software such as or substantially similar to PowerPoint, Microsoft Word, HyperStudio, Corel WordPerfect, AppleWorks, DreamWeaver, Corel WordPerfect, Microsoft FrontPage, Claris HomePage, KidPix Studio Deluxe, or Teach4Learning's Media Blender, and further provided that the presentation or multimedia software license allows for such use. User may also project a frozen video image or still image using Smartboard or a similarly designed display device. User 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 User 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 analog 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:

"Revised with the permission of Discovery Education. Discovery Education is not responsible for the content or accuracy of the revision."

Distance Learning.Some Content on the Website may be designated as approved for distance learning. User may use the distance-learning content to create distance-learning applications such as Web pages, or may use the distance-learning content in connection with online distance-learning software, such as Blackboard; 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.

LINKING

We welcome links to the Discovery Education Sites. You are usually free to establish a hypertext link to any of the Discovery Education Sites so long as the link does not state or imply any sponsorship or endorsement of your site by any of the Discovery Education Sites or by Discovery Education. However, you should check the copyright notice on the page to which you wish to link to make sure that one of our content providers does not have its own policies regarding direct links to their content on the Discovery Education Sites.

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.

TRADEMARKS

We don't want anyone to be confused as to which materials and services are provided by Discovery Education and which are not. You may not use any trademark or service mark appearing on the Discovery Education Sites without the prior written consent of the owner of the mark.

DISCLAIMER OF WARRANTIES AND LIABILITY

We work hard to make sure the Discovery Education Sites are interesting and enjoyable places, but we cannot guarantee that our users will always find everything to their liking. Please read this Disclaimer carefully before using any of the Discovery Education Sites.

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THE DISCOVERY EDUCATION SITES ARE PROVIDED TO YOU AS IS, WITH ALL FAULTS, AND AS AVAILABLE. THE DISCOVERY EDUCATION SITES, DISCOVERY EDUCATION COMMUNICATIONS, LLC AND THEIR AFFILIATES, AGENTS AND LICENSORS CANNOT AND DO NOT WARRANT THE ACCURACY, COMPLETENESS, CURRENTNESS, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE INFORMATION AVAILABLE THROUGH THE DISCOVERY EDUCATION SITES, NOR DO THEY GUARANTEE THAT THE DISCOVERY EDUCATION SITES WILL BE ERROR-FREE OR CONTINUOUSLY AVAILABLE, OR THAT THE DISCOVERY EDUCATION SITES WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. UNDER NO CIRCUMSTANCES WILL THE DISCOVERY EDUCATION SITES, DISCOVERY EDUCATION, DISCOVERY COMMUNICATIONS, LLC OR THEIR AFFILIATES, AGENTS OR LICENSORS BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES ARISING OUT OF USE OF THE DISCOVERY EDUCATION SITES, INCLUDING, WITHOUT LIMITATION, LIABILITY FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT OR SIMILAR DAMAGES, EVEN IF WE ARE ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. (BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF THE DISCOVERY EDUCATION SITES, DISCOVERY EDUCATION COMMUNICATIONS, LLC AND THEIR AFFILIATES, AGENTS AND LICENSORS IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.) YOU AGREE THAT THE LIABILITY OF THE DISCOVERY EDUCATION SITES, DISCOVERY EDUCATION, DISCOVERY COMMUNICATIONS, LLC AND THEIR AFFILIATES, AGENTS AND LICENSORS, IF ANY, ARISING OUT OF ANY KIND OF LEGAL CLAIM IN ANY WAY CONNECTED TO THE DISCOVERY EDUCATION SITES WILL NOT EXCEED THE AMOUNT, IF ANY, YOU PAID TO DISCOVERY COMMUNICATIONS, LLC FOR THE USE OF THE DISCOVERY EDUCATION SITES.

MISCELLANEOUS

The Discovery Education staff works 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 authorization; (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 unauthorized 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 authorization, 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 Discovery Education.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 at 1-800-889-9950 or filling out the form at www.customercare.discovery.com. Click here to view our [Privacy Policy](#).

You agree to indemnify, defend and hold harmless Discovery Communications, LLC, its affiliates, and their officers, directors, employees, agents, licensors and suppliers, from and against any and all losses, expenses, damages and costs (including reasonable attorneys' fees) resulting from any violation of this Visitor Agreement 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.

This Visitor Agreement has been made in and shall be construed in accordance with the laws of the State of Maryland. By using the Discovery Education Sites, you consent to the exclusive jurisdiction of the state and federal courts located in Maryland, in all disputes arising out of or relating to this Visitor Agreement.

In the event that any portion of this Visitor Agreement 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 this Visitor Agreement, which shall remain in full force and effect and be construed as if the invalid or unenforceable portion were not part of the Visitor Agreement. Each party's representations, warranties, indemnities, confidentiality obligations, and the provisions regarding ownership of intellectual property shall survive the expiration or prior termination of this Agreement.

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

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