



Learn360 Terms of Use

Parties to the Agreement

This Agreement is between you (sometimes referred to herein as either Subscriber or user) and AIM Education, Inc.

Your Use of the Website

This website (hereinafter "Website") is owned and operated by AIM Education, Inc. Unless otherwise indicated, the content, format and imagery of this Website are copyrighted under the laws of the United States by AIM Education, Inc., and are protected by worldwide copyright laws and treaty provisions. Unauthorized copying is a violation of law. The content, format and imagery of the Website may not be copied, published, broadcast, distributed, reproduced or transmitted beyond the terms and conditions set forth herein. You may not use the Website or any materials on the Website in any commercial or for-profit manner.

For purposes of this Agreement, the use of any materials from the Website on any other website or computer environment is prohibited without the express written consent of AIM Education, Inc. For the purpose of the Terms of Use the term "Subscriber" shall apply to those users of the Website who are registered subscribers that have a valid user name and password for accessing the Website and the material on the Website.

Your Duties as to Confidentiality

In consideration of your use of this Website and any services provided by AIM Education, Inc. in connection therewith (hereafter, the "Service"), you agree to: keep your user name and password confidential. Subscriber is responsible for maintaining the security and confidentiality of all log-in information, including user name and password information, and for preventing access to the Website and/or the material on the Website by unauthorized persons.

Use of the Material

AIM Education, Inc. reserves the right, in its sole discretion, to limit any Subscriber's use of the Website in the event that AIM Education, Inc., in its sole discretion, deems such Subscriber's inconsistent with the Terms of Use.

The Website and the images, audio files and video files on the Website ("Material") are owned or licensed by AIM Education, Inc. and are protected by United States and international copyright, trademark and other intellectual-property laws. Subscriber does not gain any type of ownership interest in the Website or the Material by using the Website or the Material.

Subscriber may download, solely in connection with noncommercial educational use, copies of the Material designated on the website as "Downloadable." Copies of downloaded Material must be deleted or erased after use, termination of this Agreement, or termination of Subscribers registration- whichever occurs first. Any and all downloading shall be for individual Subscriber convenience only, and Subscribers may not (i) systematically download any of the Material; (ii) create distribution libraries from the Material; or (iii) sell, rent, display, exhibit or otherwise transfer any of the Material to any third party outside of the Subscriber's classroom.

Subscriber may edit, solely in connection with noncommercial educational use, Material designated on the Website as "Editable." Such Material, as edited by Subscriber, or any part thereof, may not: (i) contain any libelous or unlawful materials or content or any commercial advertising materials; (ii) infringe upon any party's intellectual property or other proprietary rights, including but not limited to copyright, trademark, patent, trade secret and right of privacy; (iii) violate any U.S. or international law or regulation; or (iv) give rise to any actionable claim or liability. Subscriber must maintain all copyright, trademark and other proprietary notices included with all Editable audio and video files.

Subscriber understands and agrees that certain Material, including A&E Television Networks, will only be available to Subscriber via Subscriber's Internet-based streaming system. Such Materials will not be available for download at anytime. Subscriber also understands and agrees that upon expiration or earlier termination of AIM Education, Inc.'s agreement with any third-party provider of any Material, such Material must be removed from Subscriber's server within five (5) business days of expiration or earlier termination of such agreement.

In the course of using any Material as permitted hereunder, Subscriber may not make the Material, or any part thereof, available to any party who is not a Subscriber, except as permitted herein. Subscriber must ensure that the Material is at all times kept on a secure server, viewable only by Subscribers. If Subscriber wishes to use a third party to host the Material, AIM Education, Inc. must pre-approve the use of such proposed host in writing. AIM Education, Inc. shall have the right to approve the terms of the proposed agreement between the proposed host and Subscriber. Except as expressly set forth herein, Subscriber may not (i) copy, modify, transmit, perform, create derivative works of, publish, sub-license, or otherwise share the Website, the Material, or any portion thereof; (ii) disassemble, reverse engineer or decompile

the Website or any portion thereof; (iii) use any "deep-link", "page-scrape", "robot", "spider," "offline readers," or any equivalent manual process, to access or monitor any portion of the Website; (iv) collect any personally identifiable information, including user names or passwords, from the Website; (v) take any actions that may circumvent, disable or damage the Website's security; (vi) use the Material in a manner that disparages the Website, AIM Education, Inc., or the Material; or (vii) use the Material or Website in any manner that AIM Education, Inc. may, in its sole and exclusive discretion, deem inappropriate.

Subscriber understands and agrees that the Website and the Material possess a unique character that makes it difficult to assess the monetary damages that would be sustained as a result of unauthorized use of the Website or Material. Subscriber understands and agrees that unauthorized use may cause immediate and irreparable damage to AIM Education, Inc. for which AIM Education, Inc. would not have an adequate remedy at law. Therefore, Subscriber agrees that, in the event of such unauthorized use, in addition to such other legal and equitable rights and remedies that may be available to AIM Education, Inc., AIM shall be entitled to injunctive and other equitable relief without the necessity of proving damages or furnishing a bond or other security.

Your Actions as a Subscriber

You acknowledge and understand that all information, data, text, software, music, sound, photographs, graphics, video, messages, content or other submissions ("Submission"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Materials originated.

You agree not to use the Website to:

- upload, post, email or otherwise transmit any Submission that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful whether sexually, racially or ethnically, or otherwise objectionable;
- harm minors in any way;
- impersonate any person or entity, including, but not limited to, any law enforcement officer, or any AIM Education, Inc. official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any Submission transmitted through the Website;
- upload, post, email or otherwise transmit any Submission that 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 an employment relationship or under any nondisclosure agreement);

- upload, post, email or otherwise transmit any Submission that infringes, contributes to the infringement of, or induces others to infringe, any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- upload, post, email or otherwise transmit anything that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or in any other way cause damage to a user's data against the will of the user;
- disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Website are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real-time exchanges;
- interfere with or disrupt the Website or servers or networks connected to the Website, or disobey any requirements, procedures, policies or regulations of networks connected to the Website;
- intentionally or unintentionally violate any applicable local, state, national or international law, any rules of any national or other securities exchange, and any regulations having the force of law;
- "stalk" or otherwise harass another; or
- collect or store personal data about other users.

You acknowledge that AIM Education, Inc. and anyone it designates shall have the right, but not the obligation, in their sole discretion to move or refuse to move any Submission that is available via the Website. Without limiting the foregoing, AIM Education, Inc. and anyone it designates shall have the right to remove any Submission that violates these terms of use or are otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Submission, including any reliance on the accuracy, completeness, or usefulness of such Submission. In this regard, you acknowledge that you may not rely on any Content (i) created by AIM Education, Inc. or on this Website, or (ii) submitted to AIM Education, Inc. or this Website, including without limitation information in any AIM Education, Inc. bulletin boards and in all other parts of the Website.

You acknowledge and agree that AIM Education, Inc. may preserve any Submission and may also disclose any Submission if required to do so by law or in the good faith belief that such

preservation or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce these terms of service; (iii) respond to claims that any Content violate the rights of third-parties; or (iv) protect the rights, property, or personal safety of AIM Education, Inc. and this Website, its users and the public.

You understand that the technical processing and transmission of the Website, including your Submission, may involve (i) transmissions over various networks; and (ii) changes to conform and adapt to technical requirements of various networks or devices to which the Website is connected. This Website contains robot exclusion headers and you agree that you will not use any robot, spider, other automatic device, or manual process to monitor or copy our web pages or the content contained herein without our prior expressed written permission. You agree that you will not use any device, software or routine to bypass our robot exclusion headers, or to interfere or attempt to interfere with the proper working of the AIM Education, Inc. site or any activities conducted on our site. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. Much of the information on our site is updated on a real-time basis and is proprietary or is licensed to AIM Education, Inc. or its vendors or third parties. You agree that you will not copy, reproduce, alter, modify, create derivative works, or publicly display any content from this Website without the prior expressed written permission of AIM Education, Inc., AIM's vendor, or the appropriate third party.

You acknowledge that by making a submission to AIM Education, Inc. via the Website, you have the authority and hereby grant to AIM Education, Inc. a perpetual license to use, modify, and amend the subject matter presented in your submission. The license that you grant to AIM Education, Inc. gives AIM Education, Inc. the right to use, modify, and amend any and all of the submission's copyrighted subject matter in any way that AIM Education, Inc. deems appropriate or necessary. Included in the rights that you have licensed to AIM Education, Inc. is the right for AIM Education, Inc. to create derivative works that use any and all of the subject matter presented in your submission. A non-limiting example of a derivative work that AIM Education, Inc. may create and own as a result of your license grant is a webpage publishing the original or amended subject matter from your submission. Also included in the licensing rights that you grant to AIM Education, Inc. is the right for AIM Education, Inc. to re-publish the subject matter from your submission in any medium, form, or style that AIM Education, Inc. deems appropriate or necessary.

Communications from AIM Education, Inc. and its Subsidiaries:

AIM Education, Inc. will periodically contact Subscriber for customer service purposes, including Product information (such as Product updates and Content updates), as well as to ascertain

Subscriber satisfaction and preferences via surveys and questionnaires. By accessing the Product and the Content, Subscriber consents to receive such communications.

Terms of Use May Change

AIM Education, Inc. reserves the right to update or modify these Terms of Use at any time without prior notice. Your use of this Website following any such modification constitutes your agreement to follow and be bound by the Terms of Use as modified. For this reason, we encourage you to review these Terms of Use whenever you use this Website.

Correction of Errors and Inaccuracies

The content of this Website, including but not limited to text, availability and descriptions may contain errors or inaccuracies, and may not be complete or current. AIM Education, Inc. reserves the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice. We apologize for any inconvenience this may cause you.

Termination

This Agreement will terminate immediately without notice from AIM Education, Inc. or this Website, if in their sole discretion you fail to comply with any term or provision of this Agreement, if you are an infringer of any third party's rights, or if you engage in conduct that is illegal, tortuous or that interferes with the technological operation of this site. Upon termination, you must destroy all Materials obtained from AIM Education, Inc. or this Website and all copies thereof, whether made under the terms of this Agreement or otherwise.

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Limitation of Liability

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL AIM EDUCATION, INC. OR THIS WEBSITE BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE MATERIALS ON THIS WEBSITE, EVEN IF AIM EDUCATION, INC., OR AN AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT SHALL AIM EDUCATION, INC.'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT, OR NOT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THIS WEBSITE. UNDER NO CIRCUMSTANCES SHALL AIM EDUCATION, INC. BE RESPONSIBLE FOR ANY DAMAGES RELATED TO VIRUS INFECTION AND THE RESULTING CORRUPTION, DESTRUCTION, OR ALTERATION OF A USER OR SUPPLIER'S SYSTEM (INCLUDING FILES, SOFTWARE AND HARDWARE LOCATED ON THEIR SYSTEMS).

Jurisdiction and Export

This Website is controlled and operated by AIM Education, Inc. from its office in Plainview, New York, United States of America. AIM Education, Inc. and this Website make no representation that materials on this Website are appropriate or available for use in other locations. Those who choose to access this Website from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. Data

from this site is further subject to United States export controls. No software from AIM Education, Inc. or this Website may be downloaded or otherwise exported or re-exported into, or to a national or resident of, (i) Cuba, Iran, Iraq, Libya, North Korea, Syria or any other country to which the United States has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using the Data, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

Arbitration

Any legal controversy or legal claim arising out of or relating to this Agreement or our services, excluding legal action taken by AIM Education, Inc. to recover damages for, or obtain an injunction relating to, operations of this Website, intellectual property, and services related to this Website, shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in New Castle County, DE, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. AIM Education, Inc. may seek any interim or preliminary relief from a court of competent jurisdiction in Delaware, necessary to protect the rights or property of you or AIM Education, Inc. pending the completion of arbitration. Should either party file an action contrary to this provision, the other party may recover attorney's fees and costs up to \$10,000.00.

Antitrust Policy

AIM Education, Inc. does not condone any information sharing agreements among its suppliers or its users which would utilize information from AIM Education, Inc. which in any way would distort market forces. AIM Education, Inc. also does not condone collusion among users, which would cause the exercise of monopoly power among buying groups. AIM Education, Inc. will not enter into and does not condone the entering into of any agreements among competitors to exclude or discriminate against web sites that are competitive with AIM Education, Inc. AIM shall not engage in over-inclusive ownership structures, rules, or incentives which would keep users of AIM Education, Inc. from using or supporting a competitive Website.

Miscellaneous

If the Arbitration provision of this Agreement shall be found to be unlawful, void or for any reason unenforceable, then any lawsuit or claim arising out of this Agreement shall be brought in the Superior Court of New Castle County, DE or in the federal district court seated in

Delaware. Any suit or claim shall be governed by and construed in accordance with the laws of the state of Delaware, without giving effect to any principles of conflicts of law. If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between the parties relating to the subject matter herein and shall not be modified except by writing, signed by both parties. AIM Education, Inc. does not guarantee continuous, uninterrupted or secure access to its services, and operation of this Website may be interfered with by numerous factors outside of our control. If any provision of these Terms of Use is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. You agree that these Terms of Use and all incorporated agreements may be automatically assigned by AIM Education, Inc., in its sole discretion, to a third party in the event of a merger or acquisition. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. The failure of AIM Education, Inc. to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. The Subscriber and AIM Education, Inc. are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by these Terms of Use.

Notice of Copyright Infringement

Notification of a claim of copyright infringement must be submitted to the following:

*Joel D. Mayersohn
Roetzel & Andress, LPA
350 East Las Olas Boulevard
Las Olas Centre II, Suite 1150
Fort Lauderdale, FL 33301*

The notification must be in writing and include:

- A signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of each alleged infringing copyrighted work or works;
- Identification of the allegedly infringing material and information reasonably sufficient to enable us to locate such material;

- Information reasonably sufficient to enable us to contact the party complaining of an alleged infringement (e.g. an address, telephone number, and email address);
- A statement that the complaining party has a good-faith belief that use of the allegedly 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 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.