

Curriki Terms of Service

1. Definitions

"www.curriki.org" is the web address for the interactive on-line service ("Curriki Website") operated by Curriki, the Global Education Learning Community ("Curriki") on the World Wide Web of the Internet, consisting of information services and content provided by Curriki and other third parties. "User" means each person who establishes or accesses a connection ("Account") for access to and use of the Curriki Website. By accessing the Curriki Website, you are certifying that you are least 18 years old, or otherwise are in compliance with Section 10, below.

2. General

(A) These Terms of Service ("Agreement"), which incorporates by reference other provisions applicable to use of the Curriki Website, including, but not limited to, supplemental terms and conditions referred to and incorporated by reference herein, governing the use of certain specific material contained in the Curriki Website, sets forth the terms and conditions that apply to use of the Curriki Website by User. By using the Curriki Website (other than to read this Agreement for the first time), or registering as a member, User agrees to comply with all of the terms and conditions hereof. The right to use the Curriki Website is personal to User and is not transferable to any other person or entity. User is responsible for all use of User's Account (under any screen name or password) and for ensuring that all use of User's Account complies fully with the provisions of this Agreement. User shall be responsible for protecting the confidentiality of User's password(s), if any.

(B) Curriki shall have the right at any time to change or discontinue any aspect or feature of the Curriki Website, including, but not limited to, content, hours of availability, and equipment needed for access or use.

3. Changed Terms

Curriki shall have the right at any time to change or modify the terms and conditions applicable to User's use of the Curriki Website, or any part thereof, or to impose new conditions. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by means including, but not limited to, posting on the Curriki Website, or by electronic or conventional mail, or by any other means by which User obtains notice thereof. Any use of the Curriki Website by User after such notice shall be deemed to constitute acceptance by User of such changes, modifications or additions.

4. Equipment

User shall be responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed for access to and use of the Curriki Website

and all charges related thereto.

5. User Conduct

(A) User shall use the Curriki Website for lawful purposes only. User shall not post or transmit through the Curriki Website any material which violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law, or which, without Curriki's express prior approval, contains advertising or any solicitation with respect to products or services. Any conduct by a User that in Curriki's sole discretion restricts or inhibits any other User from using or enjoying the Curriki Website will not be permitted. User shall not use the Curriki Website to advertise or perform any commercial solicitation.

(B) The Curriki Website contains copyrighted material, trademarks and other proprietary information, including, but not limited to, text, software, photos, video, graphics, music and sound. Except as expressly provided by the copyright holder and the terms of the applicable license, User may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the content, in whole or in part. Except as expressly permitted in the applicable license, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made. User acknowledges that it does not acquire any ownership rights by downloading copyrighted material, except as otherwise stated in the applicable license.

(C) All contributions made by a User to the Curriki Website shall be subject to the terms and conditions of the appropriate license and this Agreement. All contributions that are not explicitly released under one of the optional licenses will be released under the "Curriki Compatible" Creative Commons Attribution 2.5 licenses. For more information on Creative Commons licenses, see <http://creativecommons.org/about/licenses/meet-the-licenses>. Users shall not upload, post or otherwise make available on the Curriki Website any material protected by copyright, trademark or other proprietary right without the express permission of the owner of the copyright, trademark or other proprietary right and the burden of determining that any material is not protected by copyright rests with User. User shall be solely liable for any damage resulting from any infringement of copyrights, proprietary rights, or any other harm resulting from such a submission, and hereby agrees to indemnify, defend and hold harmless Curriki for any and all claims, liabilities, damages and expenses arising from such infringement, including, but not limited to attorneys' fees.

(D) The foregoing provisions of Section 5 are for the benefit of Curriki, its subsidiaries, affiliates and its third party content providers and licensors and each shall have the right to assert and enforce such provisions directly or on its own

behalf.

6. Disclaimer of Warranty; Limitation of Liability

(A) USER EXPRESSLY AGREES THAT USE OF THE CURRIKI WEBSITE IS AT USER'S SOLE RISK. NEITHER CURRIKI, ITS AFFILIATES NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, THIRD PARTY CONTENT PROVIDERS OR LICENSORS WARRANT THAT THE CURRIKI WEBSITE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE CURRIKI WEBSITE, OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION PROVIDED THROUGH THE CURRIKI WEBSITE.

(B) THE CURRIKI WEBSITE IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT.

(C) THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION. USER SPECIFICALLY ACKNOWLEDGES THAT CURRIKI IS NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD-PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH USER.

(D) IN NO EVENT WILL CURRIKI BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE CURRIKI WEBSITE. USER HEREBY ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION SHALL APPLY TO ALL CONTENT ON THE CURRIKI WEBSITE.

(E) IN ADDITION TO THE TERMS SET FORTH ABOVE NEITHER, CURRIKI, NOR ITS AFFILIATES, INFORMATION PROVIDERS OR CONTENT PARTNERS SHALL BE LIABLE REGARDLESS OF THE CAUSE OR DURATION, FOR ANY ERRORS, INACCURACIES, OMISSIONS, OR OTHER DEFECTS IN, OR UNTIMELINESS OR UNAUTHENTICITY OF, THE INFORMATION CONTAINED WITHIN THE CURRIKI WEBSITE, OR FOR ANY DELAY OR INTERRUPTION IN THE TRANSMISSION

THEREOF TO THE USER, OR FOR ANY CLAIMS OR LOSSES ARISING THEREFROM OR OCCASIONED THEREBY. NONE OF THE FOREGOING PARTIES SHALL BE LIABLE FOR ANY THIRD-PARTY CLAIMS OR LOSSES OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, PUNITIVE OR CONSEQUENTIAL DAMAGES.

7. Monitoring

Curriki shall have the right, but not the obligation, to monitor the content of the Curriki Website, including forums, to determine compliance with this Agreement, the EPA and any operating rules established by Curriki and to satisfy any law, regulation or authorized government request. Curriki shall have the right in its sole discretion to edit, refuse to post or remove any material submitted to or posted on Curriki. Without limiting the foregoing, Curriki shall have the right to remove any material that Curriki, in its sole discretion, finds to be in violation of the provisions hereof or otherwise objectionable.

8. Indemnification

User agrees to defend, indemnify and hold harmless Curriki, its affiliates and their respective directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising out of the use of Curriki by User or User's Account.

9. Termination

Either Curriki or User may terminate this Agreement at any time. Without limiting the foregoing, Curriki shall have the right to immediately terminate User's Account in the event of any conduct by User which Curriki, in its sole discretion, considers to be unacceptable, or in the event of any breach by User of this Agreement. The provisions of Sections 5(B), 5(C), 5(D), 6, 8 and this Section 9 shall survive termination of this Agreement.

10. Adult Supervision

Curriki is concerned about the safety and privacy of all its users, particularly children. For this reason, children under the age of 13 will not be permitted to access the Curriki Website unless supervised (or given express consent) by a User who is their legal guardian. Please remember that the Curriki Website is designed to appeal to a broad audience. Accordingly, as the legal guardian, it is your responsibility to determine whether any of the content provided through the Curriki Website are appropriate for a minor. Minors who access the Service are assumed to have parental or guardian supervision or consent before accessing the Service.

11. Privacy Policy

Registration data and certain other information about you is subject to the Curriki Privacy Policy (Privacy Policy). For more information, see Privacy Policy.

12. Third Party Content

Curriki is a distributor (and not a publisher) of content supplied by third parties and Users. Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information providers, Users or any other user of the Curriki Website, are those of the respective author(s) or distributor(s) and not of Curriki. Neither Curriki nor any third-party provider of information guarantees the accuracy, completeness, or usefulness of any content, nor its merchantability or fitness for any particular purpose. (Refer to Section 6 above for the complete provisions governing limitation of liabilities and disclaimers of warranty.)

In many instances, the content available through Curriki represents the opinions and judgments of the respective information provider, User, or other user not under contract with Curriki. Curriki neither endorses nor is responsible for the accuracy or reliability of any opinion, advice or statement made on Curriki by anyone other than authorized Curriki employee spokespersons while acting in their official capacities. Under no circumstances will Curriki be liable for any loss or damage caused by a User's reliance on information obtained through Curriki. It is the responsibility of User to evaluate the accuracy, completeness or usefulness of any information, opinion, advice or other content available through Curriki. Please seek the advice of professionals, as appropriate, regarding the evaluation of any specific information, opinion, advice or other content.

13. Miscellaneous

This Agreement, the Privacy Policy and any operating rules for the Curriki Website established by Curriki constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between the parties with respect to such subject matter. This Agreement shall be construed in accordance with the laws of the State of California, without regard to its conflict of laws rules. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import.

14. Copyrights and Copyright Agent

Curriki respects the rights of all copyright holders and in this regard, Curriki has adopted and implemented a policy that provides for the termination in appropriate circumstances of Users and account holders who infringe the rights of copyright holders. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide Curriki's Copyright Agent the following

information required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. 512:

- (A) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (B) Identification of the copyright 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;
- (C) 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;
- (D) Information reasonably sufficient to permit us to contact the complaining party;
- (E) 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
- (F) 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.

For copyright inquiries under the Digital Millennium Copyright Act please contact:

e-mail : takedown@curriki.org

Curriki
The Global Education and Learning Community
1828 L Street NW
Suite 250
Washington, DC 20036
office: 202-898-0833
fax: 202-898-0844