

Gale Terms of Use

Last Updated: January 2019

This Terms of Use document governs the use of Gale products.

For the Cengage Higher Education terms of use: <https://www.cengage.com/legal/#terms>

For Cengage K12 terms of use: <https://www.cengage.com/legal/K12terms/>

Introduction

Thank you for using the Gale web-based services and related apps and technologies provided by Cengage Learning, Inc. and its affiliates (“Cengage”). The term “Services” as used in these Gale Terms of Use (“Terms”) refers to the products, services, websites, content, databases, software, technologies, and tools delivered by Cengage and that link or otherwise refer to these Terms, or that are delivered through a website or service that links or refers to these Terms.

Cengage is willing to provide the Services to you only on the condition that you first accept these Terms. By accessing, and using the Services, you agree to these Terms. You may also agree to these Terms by physically or electronically signing an Order (as defined below) that incorporates these Terms. These Terms along with any Order form a legally binding agreement between you and Cengage.

Your use of certain Services may be subject to additional terms, which may be presented to you for acceptance when you sign up for those Services, or may otherwise be accessible through the Services (“Supplemental Terms”). Such Supplemental Terms will be considered part of these Terms. In the event of any conflict between these Terms and any Supplemental Terms, the Supplemental Terms will control with respect to your use or access of the Services associated with such [Supplemental Terms](#).

Please read these Terms carefully and, if you wish, print or save a copy for your records. If you do not agree with these Terms, you may not access or use the Services.

If you are accepting these Terms on behalf of an organization or entity, you represent that you are duly authorized to bind that organization or entity to these Terms.

Minors

If you are entering into these Terms on your own behalf, you represent that you are at least 18 years of age and have the legal capacity to enter into these Terms. If you are under 18 years of age, your parent or guardian must enter into these Terms on your behalf. **If you are a student, please contact your parent and guardian before entering into these Terms.**

Certain Gale products are intended for use by children and classroom teachers and administrators in primary, and secondary schools. Cengage only collects and processes information pertaining to children as a processor for the educational institutions when delivering products for primary and secondary school libraries. Cengage does not use identifiable student information for its own purposes. For information on your school’s privacy policies, please contact the school’s administration. See Cengage’s [Privacy Notice](#) for additional information on Cengage’s privacy and data collection and usage practices.

Your Institution may be required to accept these Terms on your behalf with the approval of you, or if you are under 18, your parent or guardian.

Orders and Services

You may be gaining access to the Services through your acceptance of an online or printed order form or other ordering document that references these Terms, including access through an access code or card (an "Order"). An Order may specify applicable fees, how long you are authorized to use the Services, and other terms. In the event of a conflict between these Terms and the terms of an Order (excluding these Terms), these Terms shall control except only to the extent that the Order identifies the specific provision(s) in these Terms to be varied.

If an applicable Order specifies that you are acquiring a Gale product subscription for an institution, subject to the Terms and the Order and payment of applicable fees, Cengage grants the institution a limited, non-exclusive, non-transferable license to access and authorize its "Authorized Users" to access the Services specified in the Order for the subscription period defined in the Order, at its principal location and other locations that may be identified in the Order.

"Authorized Users" means only (i) for public libraries: library staff, individual residents of the library's reasonably defined geographic service area, and walk-in patrons accessing the Services on site; (ii) for schools and academic institutions: currently enrolled students, faculty, staff, and visiting scholars, as well as walk-in patrons accessing the Services on site; (iii) for other types of organizations and subscribers: employees, and independent contractors, in the capacity of their employment or engagement with the organization. Authorized Users excludes corporate affiliates of the subscriber institution, academic bookstores, and alumni unless those users are expressly included in the Order. Posting or sharing passwords or enabling access by non-subscribing institutions or users is prohibited.

All access and use of the Services must be made via a secure network and authentication method. Unless provided otherwise in the Order, Authorized Users may access the Services remotely provided such access is authenticated by commercially reasonable authentication methods. You will promptly notify Cengage if you suspect unauthorized users are accessing the Services.

Purchased Content

For perpetual license content, as provided in the Order, you agree to pay a one-time fee and an annual hosting services fee for a perpetual license to certain content hosted by Cengage for access by Authorized Users ("Purchased Content"). The license to the Purchased Content and any updates thereto (if included) is perpetual and may only be revoked if Customer materially breaches these Terms or if the Purchased Content contains errors or is subject to an infringement or adverse claim by a third party. In consideration of the annual hosting services fee, Cengage will provide you with online access to the Purchased Content and updates (if included) on a Cengage website. If you lose the ability to access the Purchased Content on the Cengage website (if Cengage discontinues its hosting services), you may obtain a digital copy upon certifying that you will restrict use and provide a secure environment, subject to commercially reasonable DRM protocols for the Purchased Content as contemplated under the Terms and the Order. All use of the Purchased Content delivered shall be subject to these Terms. File transfer costs, if any, shall be your sole responsibility.

Changes to the Services

The content provided as part of the Services is primarily owned and supplied to Cengage under agreement with third party licensors and is subject to the terms of such licenses. Cengage may, with or without notice, add features and content to the Services, or change or remove features and content from of the Services, at any time in its sole discretion.

Fees and Payments

Some Services and associated Content may be available only if an associated fee has been paid. Unless otherwise specified in the applicable Order, all fees are payable in U.S. dollars. All fees paid are nonrefundable and non-creditable and are payable prior to the delivery of the Service and within 30 days of Cengage's invoice.

Cengage will disclose the applicable payment options at the time you place your Order. You shall select a payment method to pay Cengage for purchases you make for and/or from the applicable Services. Cengage or Cengage's billing agent may charge your payment method for all amounts due to Cengage without additional notice or consent unless otherwise required by law. Cengage may, in its discretion: (1) post charges to your payment method individually, or (2) aggregate your charges with other purchases you make within the Services and apply those charges to your next billing cycle.

If credit card is selected, Cengage will bill your credit card (for purposes of these Terms, the term "credit card" includes a credit card or a debit card) for all applicable fees in advance of Service delivery. You shall provide Cengage with accurate and complete billing information, including your name, address, telephone number, and valid credit card information, and shall promptly notify Cengage of any changes in that information. You acknowledge that the agreement between you and the applicable credit card issuer governs use of your credit card for payment of amounts owed to Cengage, including your rights and obligations as a holder of that card. If Cengage does not receive payment from your credit card issuer, upon demand you shall pay all overdue amounts by other means acceptable to Cengage. Cengage may accept other forms of payment, and if Cengage invoices you for Services, you shall pay to Cengage the amount indicated in each invoice by the due date reflected on the invoice.

Except for taxes based on Cengage's net income, if any authority imposes a tax, duty, levy, or fee upon your use of or orders for any Services, you shall pay that amount as specified in the Order or Cengage's invoice or supply Cengage with exemption documentation. You are also responsible for paying all administrative fees (such as PayPal fees) associated with the Services and any transactions you entered into in connection with the Services.

If you believe that a billing discrepancy has occurred, unless you notify Cengage in writing within 60 days after the date on which that discrepancy first appeared on your credit card account statement or invoice, as applicable, you waive your right to claim that discrepancy.

Service purchases and subscriptions are nonreturnable and cannot be exchanged. Until your Service is terminated, you will continue to accrue charges for which you remain liable, even if you do not use the Service.

If you fail to pay according to these Terms, Cengage may, without prejudice to its other rights and remedies: (1) charge interest on any unpaid amounts on a daily basis from the original due

date at the rate of the lesser of 1.5% per month or the maximum amount permissible by law, (2) suspend or terminate your use and/or access to Services, or both (1) and (2). You shall reimburse Cengage for all reasonable expenses Cengage incurs in collecting past due amounts, including wire transfer fees, collection agency fees, reasonable attorney's fees, and court costs. Cengage may charge a fee for reinstatement of suspended or terminated accounts.

In addition, if you fail to pay according to these Terms, unless otherwise prohibited by applicable law, you consent and agree that Cengage or its designated third party collection agency may contact you by: (1) phone at one or more of your telephone numbers, including your wireless telephone numbers (in which case you might incur wireless telephone charges under your wireless device plan), (2) text messages (in which case you might incur message and data charges under your wireless device plan) or emails, and/or (3) any other method of contact, including pre-recorded and/or artificial voice messages or an automatic dialing device.

Cengage may from time to time offer Service promotions and discounts for which you may be eligible, including promotions available for a limited time. Unless otherwise specifically noted, Service promotional offers and discounts apply to first-time purchasers only. Separate terms and conditions may apply to promotional offers and discounts.

Content

The Services may allow you to upload or otherwise add through the Services information, text, graphics, photos, audio, video, and/or other materials and content ("Content"). You represent and warrant that you own or have the full right to provide all Content that you provide through the Services for use with the Services ("Your Content"), and that Your Content does not infringe any third-party rights, including any intellectual property, publicity or privacy rights.

Cengage does not obtain ownership of Your Content. You hereby grant Cengage a perpetual, irrevocable, worldwide, royalty-free, non-exclusive, sublicensable and transferable license to use, distribute, reproduce, modify, prepare derivative works of, perform and display Your Content in connection with the Services and Cengage's business, including for promoting the Services, in all media now known or hereafter devised, and through any media channels. In the event that perpetual license terms are not allowed by law, the term shall be for the longest period allowed by applicable law.

Cengage does not adopt, endorse, or accept responsibility for Your Content or any third-party Content. You agree that Cengage will not be liable for any loss or damage resulting from your reliance on Your Content or any third-party Content available through the Services.

Cengage reserves the right (but has no obligation) to pre-screen, review, flag, filter, modify, refuse, or remove Content from the Services.

After termination of your use of any Services, except as required by applicable law, Cengage does not have any obligation to destroy, return or retain Your Content relating to your use of such Services. It is your sole responsibility to backup and export Your Content prior to termination.

Your Use of the Services

You may only access the Services and related Content through the interface provided by Cengage and for lawful purposes. During the applicable term of your subscription for use of the

Services if specified in an Order, Cengage grants you a limited, non-exclusive, non-transferable license only to access and to use the Services for the Permitted Use (as defined below), subject to your compliance with these Terms. You may not use the Services for any other purpose, or after the end of the applicable term, or after termination of your rights to use the Services under these Terms.

You shall provide, at your own expense, suitable equipment, software, and internet access as necessary to access and use the Services and facilitate access and use of the Services by your Authorized Users.

Permitted Uses.

For your personal, internal research and educational purposes only, provided such use does not violate the Terms, and there are no restrictions prohibiting such use, you may:

- Display and use reasonable portions of content contained in the Services.
- Download or make printed copies of reasonable portions of content contained in the Services, provided such downloaded or printed copies retain the Cengage and its licensor's copyright notice or if no such notice is included in the copy, a credit to Cengage and its licensor is included with the copy.
- Include hyperlinks to content contained in the Services in electronic reserves, online course packs, and/or intranet sites, accessible to Authorized Users only, provided the links do not circumvent any functionality of the Services.
- Extract and compile data from the content comprising the Services.

Prohibited Uses

You represent, warrant, and agree that you will not:

- Use the Services to commit a criminal offense or to encourage conduct that would constitute a criminal offense or give rise to any third-party claim, or otherwise violate any local, state, federal, or international law or regulation, including export control laws and regulations. Without limiting the foregoing, you agree that you will not use the Services in connection with the development, design, manufacture or production of nuclear, missile, or chemical or biological weapons;
- Upload, post, or otherwise transmit any unlawful, threatening, libelous, harassing, defamatory, vulgar, obscene, pornographic, profane, deceptive, or otherwise objectionable Content;
- Upload, post, or otherwise transmit through, to or otherwise using the Services any Content that infringes or violates any intellectual property right, publicity right, privacy right, or other right of any third party;
- Upload, post, or otherwise transmit through, to or otherwise using the Services any Content that contains any malware, viruses, spyware, worms, or other malicious code or files;
- Disrupt the normal flow of communication in the Services or otherwise act in a manner that negatively affects any other users' ability to use or benefit from the Services;
- Interfere with or disrupt the Services or servers or networks connected to the Services, or violate any requirements, procedures, policies, or regulations of networks connected to the Services;
- Access (or attempt to access) any part of the Services or Content through any automated means (including use of scrapers, scripts, robots, spiders, or web crawlers), or in any way circumvent the navigational structure or presentation of the Services;
- Use the Services for any phishing, trolling, or similar activities, or to redirect users to

- other sites or encourage users to visit other sites; or to harvest or collect email addresses or other contact information of other users of the Services by automated or other means;
- Impersonate or attempt to impersonate Cengage or a Cengage employee, another user, or any other person or entity, or post any information that misrepresents the identity, characteristics or qualifications of you or any other person, including the use of a pseudonym, or misrepresenting current or previous positions, qualifications or affiliations with a person or entity, past or present;
 - Frame or mirror any part of the Services;
 - Use metatags or code or other devices containing any reference to Cengage or the Services in order to direct any person to any other website or services for any purpose;
 - Use the Services in a manner contrary to the educational purpose of the Services, such as by posting answers to test or assessment questions provided through the Services;
 - Exploit or otherwise use the Services for any commercial purpose without Cengage's prior written consent.
 - Frame or utilize framing techniques to enclose any Mark (defined below) or other proprietary information (including images, text, page layout and form) of Cengage or its licensors without Cengage's prior written consent.
 - Use any meta tags or any other "hidden text" using Cengage's Marks without Cengage's prior written consent.
 - Download all or parts of the Services as to create a collection of materials in any form.
 - Otherwise use the Services in violation of these Terms.

Cengage Materials and Intellectual Property

Cengage and its licensors own and retain all right, title, and interest in and to the Services, all underlying technology used with or otherwise enabling the Services, and all software and Content (other than Your Content, which you own subject to the license set forth herein) available within the Services (collectively, "Cengage Materials"), including all associated trademarks, copyrights, and other intellectual property rights. Nothing in these Terms transfers any such rights, title or interest to you or any other user, and Cengage reserves all rights not expressly granted to you. All software and apps provided to you under these Terms are licensed, not sold.

You agree not to remove, conceal, or alter any proprietary rights notices (including copyright and trademark notices) contained within the Cengage Materials. You may not (and you may not permit anyone else to) extract, copy, modify, reverse engineer, decompile, or otherwise attempt to access or use the source code of the software underlying or otherwise used to provide the Services or any part thereof, except to the extent allowed by law notwithstanding this restriction.

All trademarks, service marks, trade names, logos and graphics included within the Services ("Marks") are trademarks of Cengage and its licensors. You may not use any Marks without the prior written consent of Cengage.

Any unauthorized use by you of Cengage's Marks or other intellectual property automatically terminates the license granted by Cengage under these Terms and your right to use the Services. You agree that any breach of your obligations with respect to Cengage's and its licensors' proprietary or intellectual property rights will result in irreparable injury to Cengage and its licensors for which money damages are inadequate, and you therefore agree that Cengage and its licensors shall be entitled to seek injunctive relief to address such breach,

without the requirement of posting a bond, in addition to any other relief that a court may deem proper.

Federal Government customers obtain only the limited rights specified in these Terms and on other rights. The Government acknowledges that (i) all software and related documentation incorporated into the Services is existing commercial computer software within the meaning of FAR 27.405(b)(2); and (2) all other data delivered in whatever form, is limited rights data within the meaning of FAR 27.401. The restrictions in this section are acceptable as consistent with the Government's need for software and other data.

Open Content

Certain Services may contain Content made available through a Creative Commons license (such as Attribution 4.0 International) or similar "open"-style license ("Open License"), as clearly and expressly specified within the Services ("Open Content"). You will have the rights to use Open Content solely as specified in the associated Open License. Nothing in these Terms shall restrict your rights under any Open License to Open Content provided through the Services.

Third-Party Services

The Services may include services or other technology provided by third parties ("Third-Party Services"). The applicable supplier of any Third-Party Services is an intended third-party beneficiary of these Terms and may enforce these Terms directly against you with respect to such Third-Party Services. Alternately, an Order (or activation process) for a Third-Party Service may include or be accompanied by a separate service, license, or other agreement ("Third-Party Agreement"), in which case that Third-Party Service is provided solely under the terms of that separate Third-Party Agreement.

Cengage may also provide you with certain "Third-Party Supplier Notices" in connection with the provision of Third-Party Services. The applicable Order (or activation process) for a Third-Party Service may include or be accompanied by Third-Party Supplier Notices.

Placing an Order for a Third-Party Service that includes a separate Third-Party Agreement and/or Third-Party Supplier Notices, or activating a Third-Party Service for which the activation process includes a Third-Party Agreement and/or Third-Party Supplier Notices, constitutes your acknowledgment that you have read and agree to all applicable Third-Party Agreements and Third-Party Supplier Notices. Cengage is not a party to, and is not liable for breaches of, any Third-Party Agreement.

Cengage assumes no obligation or liability for: (1) the functionality or performance of Third-Party Services, including their content, accuracy, or reliability, or (2) the acts and omissions (including with respect to privacy practices) of the suppliers of Third-Party Services. You acknowledge that a Third-Party Agreement might give the applicable third-party supplier rights with respect to your data beyond those allowed by these Terms or Cengage's Privacy Notice. Cengage does not guarantee that a third-party supplier will comply with its agreement with Cengage or its Third-Party Agreement with you, and Cengage is not required to enforce its agreement with a supplier of Third-Party Services.

Collaboration Tools

The Services may include comment areas, message forums, chat areas and other collaboration tools (“Collaboration Tools”). You agree to use all Collaboration Tools in good faith and not in support of any business venture or entity. Cengage disclaims all responsibility and endorsement and makes no representation as to the validity of any opinion, advice, information or statement made or displayed in any Collaboration Tools. Cengage is not responsible for any errors or omissions in Content provided through Collaboration Tools, including any hyperlinks embedded in any such Content. Under no circumstances will Cengage, or its affiliates, suppliers or agents be liable for any loss or damage caused by the Collaboration Tools, including your reliance on information obtained through the Collaboration Tools. The opinions expressed in or through any Collaboration Tools are solely the opinions of the participants, and do not reflect the opinions of Cengage.

Internet Links

Some links within the Services may lead to websites controlled by third parties. Because Cengage has no control over these websites, Cengage is not responsible for such websites’ content or accessibility via the internet and does not endorse products, services, or information provided by such websites. Cengage shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with, use or reliance on any Content, goods, or services available on or through any other website. Further, the inclusion of these links does not imply that there is any relationship between Cengage and the linked websites. Reference to other companies does not imply any partnership, joint venture, or other legal connection where Cengage would be responsible for the actions of their respective owners.

Privacy and Your Information

Cengage processes personal information as defined by the applicable law where you live (“PI”) in our Services for several reasons, and only when Cengage has a legal basis for doing so, such as fulfillment of a contractual obligation or with consent.

Cengage may process PI under legitimate interest as long as such legitimate interest does not outweigh or infringe on the rights and freedoms of its customers.

Cengage may use profiling or analytics in the Services such as usage data and engagement; please note that human intervention is always possible to override any automated decision making.

Cengage may also use customer activity reports, analytics data, usage logs, and other similar information to determine how customers interact with Cengage’s Services and make improvements to the Services.

Cengage respects the rights of European Economic Area (EEA) residents to access, correct and request erasure or restriction of their personal information as required by law. If you are a resident of the EEA, you generally have a right to know whether or not Cengage maintains your PI. If your information is incorrect or incomplete, you have the right to ask Cengage to update it. You have the right to object to Cengage’s processing of your PI. You may also ask Cengage to delete or restrict your PI.

To exercise these rights, please contact Cengage via email at privacy@cengage.com and a member of Cengage's Privacy Team will assist you. Please understand that Cengage may need to verify your identity before processing your request.

If you are an educator, parent, or student, Cengage is a service provider to your school or organization; please reach out to the appropriate contact at your school or organization with questions or inquiries. This notice does not cover other organizations' websites that may be accessible via links through our Services. These websites have their own privacy policies and we encourage you to read them.

Cengage occasionally may notify users of its Services of significant announcements regarding the operation of the Services (whether or not they have opted out of receiving marketing communications from Cengage as further described in Cengage's Privacy Notice).

Some activities within the Services might request you and other users to submit information that is tabulated and stored in a database and used to produce statistics that are integral to the educational value of these activities. If the requested information is personally identifiable, your specific responses remain confidential and Cengage will not associate those responses with your name, email address, or other personally identifiable information. You hereby consent to including in (and Cengage's disclosure of) any such statistical analysis the information that you submit while participating in any such activity.

For further information about Cengage's privacy and data protection practices, please read Cengage's [Privacy Notice](#). This Privacy Notice explains how Cengage treats your personal information when you use the Services. You agree to the use of your personal data in accordance with Cengage's Privacy Notice.

To the extent that any third-party website accessible through the Services has different privacy practices, terms or conditions, those practices, terms or conditions will be explained at that website and will apply to that website, in lieu of these Terms and Cengage's Privacy Notice.

Accessibility

Cengage provides a variety of programs and services to help make its educational materials accessible to users of all abilities. For additional information regarding Cengage's accessibility initiatives, see <https://www.cengage.com/accessibility>.

Digital Rights Management

A Service might contain or be accompanied by digital rights management technology or similar security technology designed to protect digital information against piracy and other misuse. You acknowledge that any such technology is not a defect in the Service. While accessing a Service, your internet-accessible device may be directly connected to an internet site operated by or on behalf of Cengage in order to upgrade that security technology. You hereby consent to the use and automatic upgrading of that security technology. You shall not circumvent, reverse-engineer, decompile, disassemble, or otherwise tamper with the security technology contained in or accompanying any Service.

General Practices Regarding Use of Services and Storage of Your Content

Cengage may establish general practices and limits applicable to your use of the Services, including the maximum number of days that Your Content is retained in connection with the applicable Service, the maximum storage space allotted on your behalf for such Service, and the maximum number of times (and the maximum duration for which) you are allowed to access the Service in a given period of time. Cengage may suspend or terminate user accounts for which applicable fees are unpaid, or that are inactive for an extended period of time, with or without notice. Cengage may establish and change these general practices and limits at any time, with or without notice.

You acknowledge that the Services are not designed or intended to be used as part of a disaster recovery facility or an emergency data storage facility. Although Cengage takes reasonable precautions to preserve and protect Your Content, you shall not rely on the Services as your only storage means. You should make and preserve your own backup copies of Your Content. Cengage is not liable for damage to, deletion of, or failure to store, Your Content.

Disclaimer of Warranties

The Services and Cengage Materials are provided by Cengage on an "as is" and "as available" basis. Cengage makes no representations or warranties of any kind, express or implied, as to the Services, Cengage Materials, or other information, content or materials made available through the Services, including the Cengage Materials, the Content, Open Content, Third-Party Services, or Collaboration Tools (collectively, the "Services Items"). You agree that your use of the Services, Cengage Materials, and Services Items is at your sole risk. The Services, Cengage Materials and Services Items could include inaccuracies or typographical errors. Advice received via the Services, Cengage Materials, and Services Items is informational only, does not constitute medical, legal, tax, financial, or other professional advice, and should not be relied upon for personal, medical, legal, or financial decisions. You should consult an appropriate professional for specific advice tailored to your situation. Cengage does not warrant or make any representations regarding the use of or the result of the use of any Services, Cengage Materials or Services Items in terms of their correctness, accuracy, reliability, or otherwise, and you (and not Cengage) assume the entire cost of all necessary servicing, repair and correction.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CENGAGE DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CENGAGE DOES NOT WARRANT THAT THE SERVICES, CENGAGE MATERIALS, OR SERVICES ITEMS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES, CENGAGE MATERIALS, OR SERVICES ITEMS OR THE SERVERS THAT MAKE THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

Limitation of Liability

Neither Cengage nor its suppliers, nor their respective directors, employees, officers or representatives will be liable for any damages of any kind arising from the use of or inability to use the Services, Cengage Materials, or Services Items including, but not limited to, any direct, indirect, incidental, special, consequential, exemplary or punitive damages, or any lost profits,

lost data, or loss of revenue. Without limiting the foregoing, Cengage's total liability will at all times be limited to the fees you have paid to Cengage for the Services at issue during the prior three (3) months. The limitations in this paragraph shall apply to the extent permitted by applicable law.

You agree that Cengage is in no way responsible or liable for any grade or assessment you may receive through or otherwise related to any Services.

Indemnification

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS CENGAGE, ITS AFFILIATES AND SUPPLIERS, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND REPRESENTATIVES, FROM ANY AND ALL DEMANDS, CLAIMS, ACTIONS, DAMAGES, LOSSES, LIABILITIES, COSTS AND EXPENSES, INCLUDING ATTORNEYS' FEES AND COURT COSTS, DIRECTLY OR INDIRECTLY ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS OR USE OF THE SERVICES, CENGAGE MATERIALS, OR SERVICES ITEMS; ANY CLAIMS RELATED TO YOUR CONTENT; OR YOUR VIOLATION OF ANY OF THESE TERMS. This paragraph shall survive any expiration or termination of these Terms.

Responsible Disclosure Surrounding Security

If you are a security researcher and have discovered a vulnerability in one of our Services, Cengage appreciates your help in reporting it to Cengage in a responsible and private manner.

Any identified vulnerability in our Services should be reported to security@cengage.com. Reported vulnerabilities will be triaged by Cengage's Compliance and Security Team. To allow Cengage to best analyze the vulnerability, please include the following:

- URL of the vulnerable endpoint
- Type and description of vulnerability
- Steps to reproduce the vulnerability
- Your email address and any other pertinent contact information

Cengage does not want to limit the visibility we have into security risks in our Services.

However, to protect our users and systems, you are prohibited from:

- Accessing, downloading, modifying, or removing data of accounts that do not belong to you;
- Performing any penetration testing on the sites in which the Services are provided or accessed;
- Performing any denial of service (DoS) attack, including a distributed DoS (DDoS) attack or other attack that would degrade the Services;
- Uploading or posting malicious software;
- Engaging in social engineering of other users, Cengage employees, or Cengage partners, of any kind, including phishing;
- Sending unsolicited communications, including emails, in-application chats, and SMS;
- Testing any third-party applications, websites, or services that integrate or link to the Services. and
- Physical attempts to access Cengage property or any data centers used to provide the Services.

Cengage does not currently participate in or offer a bug bounty program. You agree that you are not entitled to any compensation in relation to vulnerability identification or disclosure.

If you identify a valid vulnerability and comply with these Terms, Cengage will:

- Acknowledge the receipt of your vulnerability report;
- Work with you to understand and document the issue;
- Address the risk as deemed appropriate by Cengage;
- Not suspend or terminate your account; and
- Not pursue legal action against you.

Termination

You agree that Cengage may terminate, suspend, or block your use of all or part of the Services, without liability or refund, if in Cengage's sole determination you have breached these Terms. You agree that upon termination of your participation in the Services for any reason, Cengage may delete all information related to you on or within the Services and may prevent your continued access to and use of the Services.

In order to protect the integrity of the Services, Cengage reserves the right at any time in its sole discretion to block users from certain IP addresses from accessing the Services.

Feedback

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information submitted to Cengage relating to modifying or improving the Services ("Feedback"), whether solicited or unsolicited, are non-confidential. Cengage may use Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you. You grant to Cengage a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, transferable, sublicensable license to use Feedback, and in the event perpetual license terms are not allowed by law, the term shall be for the longest period as allowed by applicable law.

Changes to These Terms

Cengage may change these Terms from time to time. When these changes are made, Cengage will make a new copy of these Terms available through the Services. You understand and agree that your use of the Services after the date on which these Terms have changed constitutes acceptance of the updated Terms.

Miscellaneous

All disputes arising out of or relating to these Terms, including all intellectual property issues and your rights and obligations, shall be governed by the laws (without regard to any conflicts of laws rules) and shall be subject to exclusive jurisdiction as set forth in the following paragraphs, based on your country of residence. Each party waives any objection to the identified venue or jurisdiction:

If you reside in the United States of America or any other country not stated below:

- The laws of the United States of America and the State of New York shall apply, with exclusive jurisdiction in the state or federal courts of New York County, New York.

If you reside in the United Kingdom or in EMEA or India:

- The laws of England shall apply, with exclusive jurisdiction of the English courts.

If you reside in Australia or Asia (excluding India):

- The laws of Australia shall apply, with exclusive jurisdiction in Australia courts.

The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply these Terms and is expressly excluded.

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Laura Stevens
Legal Department, Cengage Learning, Inc.
200 Pier Four Blvd
Boston, MA 02210
Phone: (617) 289-7700
infringements@cengage.com

To be effective, the Notification must include 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 the service provider to locate the material;
- 4 Information reasonably sufficient to permit the service provider 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.

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Gale Digital Scholar Lab

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- 1.3 “**Session**” means the cycle of activities by an Authorized Users that starts when the Authorized User connects to a database and ends when the Authorized User connects to another database or exits Digital Scholar Lab either by logging out or by timeout due to inactivity.
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