



## TERMS OF SERVICE

Last updated February 6, 2025

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Please read these Terms of Service ("Terms of Service" or "Terms") carefully before using the platform (the "Platform") operated by Connect For Education, Inc. ("C4E," "us," "we," or "our"). As used herein the Platform shall include connect4education.com, c4edu.com, and affiliated websites C4EBridge.com, C4EOMC.com, C4EStudio.com, C4ELink.com, and C4ECompanion.com ("the Site" or "the Websites") content and all media accessible through the Site (the "Content") and mobile applications, API's, and such alternate means of accessing the Platform or sharing data with the Platform as we may enable. These Terms of Service, as modified or amended from time to time, set forth the legally binding terms and conditions and govern your access and use of the Platform. By accessing or using the Platform or any part of the Platform in any manner, including, but not limited to, visiting, or browsing the Site or Content, or contributing content or other materials to the Platform, you agree to be exclusively bound by these Terms of Service. If you are accessing the Platform as a creator of Content (an "Instructor") or you are accessing the Platform as a consumer of Content (a "Student") specific additional terms govern your use of the Platform as more fully set out below.

THIS IS A LEGAL AGREEMENT. BY ACCESSING AND USING THE PLATFORM, YOU IRREVOCABLY ACCEPT AND AGREE TO THESE TERMS ON BEHALF OF YOURSELF AND ANY ENTITY OR INSTITUTION YOU REPRESENT IN CONNECTION WITH YOUR ACCESS TO THE PLATFORM. YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ACCEPT AND AGREE TO THESE TERMS ON BEHALF OF YOURSELF AND THE ENTITY YOU REPRESENT, IF ANY. YOU REPRESENT THAT YOU ARE OF SUFFICIENT LEGAL AGE IN YOUR JURISDICTION OR RESIDENCE TO USE OR ACCESS THE PLATFORM, AND TO ENTER INTO THESE TERMS OF SERVICE. IF YOU DO NOT AGREE WITH ANY OF THE PROVISIONS OF THESE TERMS, YOU ARE NOT AUTHORIZED TO USE THE PLATFORM OR ARE NOT OF THE REQUISITE MINIMUM AGE, YOU SHOULD CEASE ACCESSING OR USING THE PLATFORM IMMEDIATELY. CONNECT FOR EDUCATION, INC. MAKES THE INFORMATION ON THE PLATFORM AVAILABLE TO YOU CONDITIONED UPON YOUR ACCEPTANCE, WITHOUT MODIFICATION, OF THESE TERMS. THESE TERMS APPLY TO ALL USERS, INCLUDING VISITORS TO THE SITE, AND REGISTERED REVIEWERS, INSTRUCTORS, AND STUDENTS AUTHORIZED TO ACCESS COURSE CONTENT OR TO SUBMIT CONTENT TO A COURSE OR COURSES.

IF YOU WISH TO BECOME A REGISTERED USER, COMMUNICATE WITH OTHER REGISTERED USERS AND/OR MAKE USE OF THE PLATFORM, YOU MUST READ THESE TERMS, INDICATE YOUR AGREEMENT, AND ALSO INDICATE YOUR



ACCEPTANCE DURING THE COURSE SETUP REQUEST, COURSE REGISTRATION, OR PLATFORM SUBSCRIPTION/ADOPTION PROCESS.

## User Accounts

You may be required to create a user account to access the Platform (the "User Account"). You represent that any information you submit in creating a User Account is accurate and that you will not share your User Account with any other user. You agree to update any information in your User Account that becomes out of date or inaccurate. Use of the Platform by anyone under the age of 13 is prohibited. You are responsible for safeguarding any password you create for the User Account and are liable for any acts taken by anyone using your User Account. Without limiting the foregoing, you agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You agree that all information you provide to create a User Account or otherwise register with the Platform, is governed by our [Privacy Policy](#) and [Cookie Policy](#) and you consent to all actions we take with respect to your information consistent with our Privacy Policy. We have the right to disable any username, password, or other identifiers, whether chosen by you or provided by us, at any time if, in our opinion, you have violated any provision of these Terms of Use.

## Acceptance for An Institution or Entity

If you are accepting these Terms on behalf of an institution or entity (each an "Institution"), all references in these Terms to "you" shall be deemed references to you personally, the Institution, and all users authorized by the Institution to access the Platform ("Authorized Users"). You shall be liable for the acts of all of your Authorized Users. These Terms shall not limit the terms of any other agreement between C4E and the relevant Institution.

## Limited License

C4E grants you a personal, non-exclusive, non-sublicensable, revocable, limited license to access and use the Platform in accordance with these Terms for the sole purposes of (i) creating and offering course Content (the "Course Content") for promotion and distribution through the Platform; or (ii) review and study of Course Content. This license is personal to you and is not transferrable.

## Restrictions

You shall not:

- use the Platform in any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries);



- copy any software incorporated in the Platform ("Software"), except as expressly permitted by this license;
- modify, translate, adapt, or otherwise create derivative works (including, without limitation translations) or improvements, whether or not patentable or capable of copyright registration, of any Software;
- reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of any Software or any part thereof;
- remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Software, including any copy thereof;
- rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make the Platform, or any features or functionality of the Platform, available to any third party for any reason, including by making the Platform available on a network where it is capable of being accessed by more than one device at any time;
- circumvent, disable or otherwise interfere with security-related features of the Platform, including those that prevent or restrict use or copying of the Content, or that enforce limitations on the use of the Content or the Platform;
- provide inaccurate information to C4E or to any institution or entity administrator or staff person to gain access to the Content and the Platform;
- use the Platform or the Content thereof, for any commercial or illegal purpose;
- partake in any derivative use of the Content or the Platform for independent use;
- frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout or form) of C4E or its licensors or suppliers;
- use any meta tags or any other "hidden text" utilizing C4E's or its suppliers' or its licensors' names or trademarks;
- use the Platform in a manner that impacts the stability of C4E's servers or the servers of its licensors or suppliers, and/or impacts the behavior of other software, applications, and/or websites using the Platform, such as by using data mining, robots, scraping, or similar data gathering and extraction tools on or within the Platform;
- use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text;
- release the results of any performance, survey, or functional evaluation of any part of the Platform to any third party without the prior written approval of C4E for each such release; or
- to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by us, may harm C4E or users of the Site, or expose them to liability.

## Student Terms

Your use of the Platform is at your own risk. We do not guarantee the completeness or accuracy of the Content. Except as provided by law, we assume no liability for Content that you may find



objectionable or offensive. C4E does not monitor interactions between students and instructors and disclaims all liability for the content of such interactions or any actions taken by instructors as a result of such interactions and/or with any information provided by students to instructors as a result of such interactions. If you are using the Platform at the direction of an Institution, your usage of the Platform may be subject to additional conditions imposed by such Institution. To the extent that your usage of the Platform is being used to fulfill academic requirements, C4E disclaims all liability for any dispute that may arise with respect to your usage of the Platform and the grading and crediting of any course work performed.

## Instructor Terms

Instructors are responsible for all courses they create on the Platform (the "Courses") regardless of the extent to which such Courses incorporate C4E provided course materials (the "C4E Materials"). Instructors acknowledge that their license to the C4E Materials extends only to their use within Courses distributed through the Platform and that the C4E Materials and the Courses that incorporate them ("Blended Courses") may not be distributed through other platforms. Courses created by Instructors without incorporating C4E Materials ("Independent Courses") may be distributed on other platforms without payment obligations to C4E, provided that C4E makes no guarantee with respect to the compatibility of Independent Course with other platforms.

You grant us a perpetual, worldwide, non-exclusive, royalty-free license (with the right to sublicense) solely in connection with the marketing and sale of Courses

Instructors have sole responsibility with respect to all homework assignments, exercises, quizzes, tests, and other ancillary materials created to support Courses (collectively, "Ancillary Materials"), including, without limitation, the evaluation and grading of Ancillary Materials.

With respect to all Independent Courses, Ancillary Materials, and non-C4E Materials in Blended Courses (collectively, the "Instructor Content"), Instructors represent and warrant that they own or have obtained all licenses, consents, and permissions required to use the Instructor Content on the Platform without violating the proprietary and other rights of any third party and any applicable law or regulation. Instructors grant C4E a worldwide license to Instructor Content for purposes of marketing and selling products incorporating Instructor Content, as well as for providing access to such Instructor Content through the Platform.

Instructors may engage C4E to provide certain designs and other services (the "Services") for the development of Course Content. The scope of such Services and the charges for such Services shall be subject to a separate agreement between you and C4E specifying the scope of such Services, the cost, and whether the resulting work product will be owned by you or C4E. If the work product is owned by C4E, it will be treated as part of the Platform for purposes of these Terms. If the work product is owned by you, it will be considered Instructor Content hereunder.



## User Content

You agree that you will not upload any content, communications or materials of any sort and in any media to the Platform (the "User Content") that (1) restricts or inhibits any other person from using and enjoying the Platform, (2) is unlawful, fraudulent, threatening, abusive, libelous, defamatory, invasive of another's privacy or otherwise tortious; (3) constitutes or encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, national or international law; or (4) violates or infringes the rights of third parties, including, but not limited to, intellectual property rights, rights of privacy or publicity or any other proprietary rights.

You grant us a perpetual, worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, process, adapt, modify, publish, display, transmit, and distribute your User Content in any and all media or distribution methods (existing now or later developed).

You represent and warrant that you have all the rights, power, and authority necessary to grant this license and the related permissions and waivers set forth above.

## Publicity Rights

You grant C4E permission to use your name, likeness, voice, and image in connection with promoting, offering, and selling the Platform and you waive any rights of privacy, publicity, or other rights of a similar nature, to the extent permissible under applicable law.

## Content Standards

These content standards apply to all User Content and use of the Platform. User Content must in its entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Content must not:

1. Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
2. Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
3. Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
4. Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our [Privacy Policy](#).
5. Be likely to deceive any person.
6. Promote any illegal activity, or advocate, promote, or assist any unlawful act.



7. Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
8. Impersonate any person or misrepresent your identity or affiliation with any person or organization.
9. Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
10. Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case

## Feedback

With respect to any feedback you provide us and with respect to any ideas or suggestions you provide us with respect to the Platform (collectively, "Feedback"), you authorize C4E to use the Feedback without limitation.

## Third Party Content

If the Platform contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to the Site, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

## Intellectual Property

Except for Instructor Content, the Platform and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by C4E, its licensors, or other providers of such material and are protected by the United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

Notwithstanding the above, upon termination of services, C4E will, upon request, provide schools with access to export or download all institutional data to meet record retention requirements.

These Terms of Use permit you to use the Platform for your personal use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Platform, except as provided under the Limited License and subject to the restrictions set forth above. Except as expressly set forth herein, no right, title, or interest in or to the Platform or any content on the Platform is transferred to you, and all rights not expressly granted are reserved by C4E.

THE USE OF THE PLATFORM, EXCEPT FOR ITS USE AS PERMITTED UNDER THESE TERMS, IS STRICTLY PROHIBITED AND MAY INFRINGE ON THE INTELLECTUAL



PROPERTY RIGHTS OF OTHERS, AND MAY SUBJECT YOU TO CIVIL AND CRIMINAL PENALTIES, INCLUDING POSSIBLE MONETARY DAMAGES, FOR COPYRIGHT INFRINGEMENT.

## Trademarks

CONNECT FOR EDUCATION, the Connect For Education logo, C4E, and other C4E trademarks, service marks, graphics, and logos used in connection with the Platform are trademarks or registered trademarks of Connect For Education, Inc. in the U.S. and other countries. Other trademarks, service marks, graphics, and logos used in connection with the Platform may be the trademarks of their respective owners. You are granted no right or license with respect to any of the aforesaid trademarks and any use of such trademarks.

## Open Source

Certain items of the Software on the Platform may be subject to "open source" or "free software" licenses ("Open Source Software"). Some of the Open Source Software is owned by third parties. The Open Source Software is not subject to the terms and conditions of these Terms. Instead, each item of Open Source Software is licensed under the terms of the end-user license that accompanies such Open Source Software. Nothing in these Terms limits your rights under, or grants you rights that supersede, the terms and conditions of any applicable end user license for the Open Source Software. If required by any license for specific Open Source Software, C4E makes such Open Source Software, and C4E's modifications to that Open Source Software, available by written request to C4E at the email or mailing address listed below.

## Monitoring and Enforcement; Termination

We have the right to:

- Remove or refuse to post any User Content for any or no reason in our sole discretion.
- Take any action with respect to any User Content that we deem necessary or appropriate in our sole discretion, including if we believe that such User Content violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other rights of any person or entity, threatens the personal safety of users of the Platform or the public, or could create liability for C4E.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Platform.
- Terminate or suspend your access to all or part of the Platform for any violation of these Terms of Use.



Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Platform. YOU WAIVE AND HOLD HARMLESS C4E AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review all material before it is posted on the Platform and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for the performance or nonperformance of the activities described in this section.

## **Privacy and Cookie Policy**

Your access to and use of the Platform is governed by C4E's [Privacy Policy](#) and [Cookie Policy](#) which are linked by reference herein.

## **Warranty Disclaimer**

Your use of the Platform and any Services we perform on your behalf is at your sole risk. The Platform is provided on an "as is" and "as available" basis. The Platform is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement, or course of performance.

C4E, its subsidiaries, affiliates, and its licensors do not warrant that a) the Platform will function uninterrupted, be secure, or be available at any particular time or location; b) any errors or defects in the Software or Content will be corrected; c) the Site is free of viruses or other harmful components; or d) the results of using the Platform will meet your requirements.

## **Indemnification**

You agree to indemnify, defend, and hold harmless C4E and its affiliates and their respective, officers, directors, suppliers, representatives, and agents from and against any third-party claims, losses, damages, or expenses (including reasonable attorney fees) arising from (a) the User Content, (b) your use of the Platform (c) your violation of these Terms, or (d) your violation of any rights of a third party. Your indemnification obligation will survive the termination of these Terms and your use of the Platform.





## **Limitation of Liability**

YOU AGREE THAT C4E SHALL HAVE NO LIABILITY ARISING FROM OR RELATED TO YOUR ACCESS TO AND/OR USE OF THE PLATFORM OR ANY PART THEREOF (OR C4E'S SUSPENSION OR TERMINATION OF ACCESS AND/OR USE) REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, AND, IN NO EVENT SHALL C4E OR ITS SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, EMPLOYEES, AND SUPPLIERS BE LIABLE TO YOU OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOST OR CORRUPTED DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE PLATFORM EVEN IF C4E HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE. IN ADDITION, IN NO EVENT SHALL C4E'S LIABILITY TO YOU IN CONNECTION WITH THESE TERMS OR YOUR USE OF THE PLATFORM EXCEED THE GREATER OF \$25.00 OR THE AMOUNT YOU PAID FOR ACCESS TO THE SERVICE.

YOU AGREE THAT ANY CAUSE OF ACTION RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

## **Termination**

Notwithstanding any other provision of these Terms, if you fail, or C4E suspects that you have failed to comply with any of the provisions of these Terms, C4E, at its sole discretion, reserves the right to change, suspend, remove, or disable your access to part or all of the Platform at any time without cause or notice, which may result in the forfeiture and destruction of all information associated with your activity on the Platform. Access to the Platform may also be suspended or terminated at the discretion of C4E if you fail to make timely payments for access to the Platform. In no event will C4E be liable for making these changes. C4E may also impose limits on the use of or access to certain features or portions of the Platform, in any case and without notice or liability to you or any third party. All provisions of these Terms that by their nature should survive termination shall survive termination.

## **Legal Request for Access to Data**

Notwithstanding any of the terms contained in this EULA, upon termination of services, C4E will, upon request, provide schools with access to export or download all institutional data to meet record retention requirements.

Furthermore, all backups and other instances of institutional data maintained by C4E will be securely destroyed and notices of removal will be provided to the corresponding institution.



The owner of the Platform is based in the Commonwealth of Virginia in the United States. We make no claims that the Platform or any of its content is accessible or appropriate outside of the United States. Access to the Platform may not be legal by certain persons or in certain countries. If you access the Platform from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

## **Governing Law**

These Terms (and any further rules, policies, or guidelines incorporated by reference) are governed by and construed in accordance with the internal laws of the Commonwealth of Virginia without giving effect to any choice or conflict of law provision or rule that would result in the application of the laws of another jurisdiction. You agree that any legal suit, action, or proceeding concerning arising out of or related to these Terms or use of the Platform shall be instituted exclusively in the federal courts of the United States or the courts of the Commonwealth of Virginia, in each case located in Richmond, Virginia. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

## **Arbitration**

Except that either party may seek equitable or similar relief from any court of competent jurisdiction, any dispute, controversy, or claim arising out of or in relation to these Terms, that cannot be settled amicably by the parties, shall be finally settled in accordance with the arbitration rules of American Arbitration Association then in force by one or more arbitrators appointed in accordance with said rules. The parties agree that any dispute arising from or relating to the subject matter of the Agreement shall be resolved in Richmond, Virginia. The award rendered shall be final and binding on both parties. Judgment on the award may be entered in any court of competent jurisdiction. The prevailing party shall be entitled to recover costs and attorneys' fees.

## **Class Action Waiver**

Neither party shall participate in a class action or class-wide arbitration for any claims covered by these Terms.

## **Changes to These Terms**

Notwithstanding any other provision of these Terms, C4E reserves the right, at its sole discretion, to modify or replace these Terms of Service by posting the updated terms on the Site or otherwise providing notice to you. Your continued use of the Platform after any such changes constitutes your acceptance of the new Terms of Service.



Please review these Terms periodically for changes. The most current version of these Terms is located at the bottom of our webpages. If you do not agree to any part or any changes to these Terms, do not use, access, or continue to access the Platform or any part thereof, and discontinue any use of the Platform or any part thereof immediately.

## **Digital Millennium Copyright Act**

You agree not to upload or transmit any communications or content of any type that infringes or violates any rights of any party. It is our policy not to permit materials known by us to be infringing to remain on the Site. C4E has made every effort to secure appropriate clearances for all proprietary intellectual properties used on this Site. If you believe any material on this Site is infringing, please contact us immediately. Pursuant to the Digital Millennium Copyright Act, DMCA, we have registered an agent to receive copyright claims ("Designated Agent"). You may notify us of alleged intellectual property rights infringement by contacting our Designated Agent at Roberts Calderon Safran & Cole P.C., 7918 Jones Branch Drive, Suite 500, McLean, VA 22102 ([info@rcsc-ip.com](mailto:info@rcsc-ip.com)). Please be aware that, in order to be effective, your notice of claim must comply with the detailed requirements set forth in the DMCA. You are encouraged to review them (see 17 U.S.C. §512(c)(3)) before sending your claim. Upon receipt of notice of claimed infringement, we will respond expeditiously to remove or disable access to, the material claimed to be infringing and will follow the procedures specified in the DMCA to resolve the claim between the notifying party and the alleged infringer who provided the content at issue. Please do not send any other communications to the Designated Agent, who is appointed solely for the purposes of receiving notices of copyright claims under the DMCA.

## **Contact Us**

If you have any questions about these Terms, please contact us at:

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