



INFOBASE SERVICES TERMS OF USE

Effective: September 18, 2020

PLEASE READ THE FOLLOWING TERMS OF USE CAREFULLY. BY ACCESSING OR USING THE INFOBASE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT USE THE INFOBASE SERVICES.

These Terms of Use (“Terms of Use”) govern access to and use of the digital learning platforms and products described at: <https://www.infobase.com/Infobase-digital-learning-platforms-and-products> which are made available by Infobase Holdings, LLC and/or its affiliates including Credo Reference Limited and Films Media Group (collectively, “Infobase,” “Licensor”, “us” or “we”), including any and all materials, content, audio or video programs, features, functions, and mobile applications provided by Infobase (collectively, the “Services”). By accessing and using the Infobase Services, the subscribing organization (collectively “Subscriber” or “you”), agrees to these Terms of Use on behalf of itself and its Authorized Users. As used herein, “Authorized Users” means Subscriber’s teachers, faculty, administrators, students, and staff (whether on a permanent, temporary, contract or visiting basis) who have been accredited by Subscriber to receive a password or other authentication credentials (“IDs”) to access the Infobase Services. Authorized Users may also include persons who are physically present at the Subscriber's library or campus site(s) (“walk-ins”) who access the Infobase Service through Subscriber’s computer terminals.

License to Use the Infobase Services

The Infobase Services and the images, audio files and video files therein (the "Licensed Materials") are owned or licensed by Infobase 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 Infobase Services or Licensed Materials. Subject to these Terms of Use, Infobase grants to Subscriber and its Authorized Users a non-exclusive, non-transferable, revocable, right to access the Infobase Services and Licensed Materials for educational use in classroom teaching, research, presentations, and educational, non-commercial multimedia projects in accordance with these Terms of Use. The foregoing grant includes the right for Subscriber and Authorized Users to do the following during the Subscription Term:

- (a) stream, display, publicly perform, and exhibit the Licensed Materials available within the Infobase Services asynchronously on a single computer or network, course management system, or password-protected share site within Subscriber’s intranet portal;
- (b) electronically save, organize, and share Licensed Materials or parts thereof with other Authorized Users using the tools of the Infobase Services;
- (c) for textual Licensed Materials, print out a single copy of individual entries or educational assets found in the Licensed Materials for purposes of private study or research;
- (d) loan digital or print copies of Licensed Materials retrieved from the Infobase Services to other libraries, provided that loans are not done in a manner or magnitude that would replace the receiving library’s own subscription or purchase of the Licensed Materials and that any such loans comply with all laws and regulations regarding interlibrary loans.
- (e) download for noncommercial, educational use, copies of the Material designated as "Downloadable" within the Infobase Services for Authorized Users’ individual use only; and

- (f) edit Material, solely in connection with noncommercial educational use, that is designated in the Services 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.

Prohibited Uses of the Infobase Services

All rights not granted to Subscriber are reserved to Infobase. Neither Subscriber nor the Authorized Users may do any of the following:

- (a) copy, modify, distribute, perform, create derivative works of, publish, sub-license, or otherwise share the Infobase Services, the Licensed Materials, or any portion thereof on any electronic network accessible to parties who are not Authorized Users, including without limitation on the World Wide Web (Internet) or any content sharing platform; or use all or any part of the Infobase Services for Commercial Use where the term "Commercial Use" means the monetization of the Infobase Services (whether by or for Subscriber or Authorized User) by means of an admission charge or fee for viewing, sale, loan, transfer, or other form of exploitation of the Licensed Materials;
- (b) disassemble, reverse engineer or decompile the Services or any portion thereof;
- (c) use any robot, spider, other automatic device, or manual process to monitor or copy the Infobase Services or Licensed Materials, or interfere or attempt to interfere with the proper working of the Infobase Services or take any action that imposes an unreasonable or disproportionately large load on the Infobase infrastructure; or;
- (d) collect any personally identifiable information, including usernames or passwords, from the Infobase Services;
- (e) take any actions that may circumvent, disable or damage the security of the Infobase Services including the posting of passwords to the Infobase Services on any publicly indexed websites;
- (f) use the Material in a manner that disparages the Infobase Services, Infobase, or the Licensed Materials;
- (g) delete the copyright holder's name or any copyrights or other propriety notices from the Infobase Services or Licensed Materials; or
- (h) systematically download Material, create distribution libraries from the Licensed Materials; or sell, rent, display, exhibit or otherwise transfer any of the Material to any third party outside of Subscriber's classroom in connection with common educational purposes.

Fees and Payments

Unless otherwise agreed, payment terms are net 30 days from the date of invoice. Subscriber agrees to pay all fees and charges incurred in connection with any Licensed Materials, including applicable taxes at the rates in effect when the charges were incurred. Infobase may change its standard rates for subscriptions to its Licensed Materials in the normal course of business. In that case, Subscriber will be notified of any new rates by renewal notice prior to the end of the applicable Subscription Term.

Password Protection/License Compliance

Subscriber is responsible for use of the Infobase Services by its Authorized Users and agrees to take all necessary, reasonable, and prudent precautions to keep IDs secure and to enforce these Terms of Use. Subscriber shall manage its roster of Authorized Users and shall inform its Authorized Users that the Infobase Services are for the personal use

of the individual to whom each ID is assigned, and that IDs or other authentication methods may not be shared with, or used by any other person. Subscriber shall promptly deactivate an Authorized User's access to the Infobase Services in the event the person is no longer employed, engaged by, or a student of Subscriber, or in the event an Authorized User's ID is lost, compromised, stolen or misused.

Subscriber shall ensure that Licensed Materials downloaded from the Infobase Services are kept on a secure server that is viewable only by Authorized Users. If Subscriber wishes to use a third party to host the Licensed Materials, Infobase must pre-approve the use of such proposed hosting provider in writing. Infobase reserves the right to terminate Subscriber's access to the Services in the event Infobase believes, in its sole discretion, that Subscriber's use of the Services is inconsistent with noncommercial, educational purposes and/or inconsistent with these Terms of Use. Subscriber understands that and agrees that the unauthorized use of the Infobase Services and/or Licensed Materials may cause immediate and irreparable damage to Infobase for which Infobase 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, Infobase shall be entitled to injunctive and other equitable relief without the necessity of proving damages or furnishing a bond or other security.

Material Collections and Subscription Packages

Many Licensed Materials in the Infobase Services are licensed from third-party suppliers. Infobase may add, update or change Licensed Materials in its various subscription packages and collections at regular intervals during the period of time that Subscriber subscribes to the Infobase Services (the "Subscription Term"). Any Licensed Materials added to a collection during the Subscription Term will be at no added cost to Subscriber. Infobase may also be required to remove Material at regular, scheduled intervals if the Licensed Materials are no longer in distribution or if the third-party supplier of Licensed Materials terminates its agreement with Infobase. Accordingly, Infobase reserves the right to add or remove Licensed Materials at any time without notice. Infobase agrees to use commercially reasonable efforts to provide advance notice of the discontinuation of any Material collections or packages whenever reasonably possible, and to offer Subscriber the option to purchase a permanent license if Infobase has the right to do so. To the extent Infobase is unable to offer a permanent license, Subscriber agrees to delete electronically stored copies of removed Licensed Materials from its server within five (5) business days of its receipt of written notice from Infobase.

MARC Records - General Statement of Use

The structure of each MARC record conforms to national and international standards for Information Interchange Format (ANSI Z39.2-1994) and format for Information Exchange (ISO 2709-1996) and universal content designators defined by MARC21. While these standards define a universal format for bibliographic data exchange and the material types that can be described in the format, the content of most data elements within the format is defined by standards outside the formats, mainly the Anglo-American Cataloging Rules and the On-Line Audiovisual Catalogers best practice recommendations.

Free Trial Grant of License

The Infobase Services are available on a subscription basis only. In the event you have chosen to evaluate the Infobase Services, Infobase grants to you a limited, non-exclusive, non-transferable, revocable license to stream or view the Licensed Materials via the Infobase Services for a maximum period of thirty (30) days for no charge in accordance with these Terms of Use. Notwithstanding the foregoing, this limited license is without warranty of any kind and may be cancelled by Infobase at any time, in its sole discretion, with or without notice.

Privacy

By accessing and using the Infobase Services, Subscriber agrees that Infobase may collect and use Subscriber's and its Authorized User's information in accordance with the terms of the Infobase Privacy Policy viewable at: <https://www.infobase.com/infobase-data-security-and-privacy-policy/> ("Privacy Policy"), which is incorporated herein and forms an integral part of these Terms of Use. The Infobase Privacy Policy describes how we process personal information, including the types of personal information that we collect, the purposes for which we use it, the types of third parties with whom we share it, and any rights Subscriber and/or its Authorized Users may have with respect to such personal information. The Privacy Policy also sets forth the types and categories of personal information that Subscriber is permitted to provide to us, and its responsibilities and obligations with respect to such personal information. Please review our Privacy Policy carefully.

User Generated Content

The Infobase Services may contain features that allow users to share User Generated Content to the Infobase Services. To 'share' means to email, post, transmit, upload, or otherwise make available data, images, information, communications, questions, ideas or comments (collectively "User Generated Content" or "UGC") through the Infobase Services. Each user must carefully choose to share or make public any UGC as it is entirely responsible for the UGC it submits. All User Generated Content may be viewed or used by Infobase or any other users. To the extent you submit UGC, you retain all ownership rights in your UGC and grant to Infobase an unrestricted, perpetual, irrevocable, non-exclusive, transferable, royalty-free, fully paid, worldwide, license to host, use, store, copy, reproduce, publicly display, distribute, transmit, modify, publicly perform, adapt and translate any excerpt (in whole or part) of your UGC for any business purpose whatsoever, including the right to create derivative works or to republish the UGC in any medium, form, or style that Infobase deems appropriate or necessary.

Infobase neither endorses nor assumes any liability for any UGC transmitted by users of the Infobase Services. Infobase does not monitor or control what others do with the UGC. We generally do not pre-screen, monitor or edit UGC that may be available on or through the Infobase Services. We reserve the right in our judgment and at our sole discretion, however, to (a) edit, redact, or otherwise change UGC; (2) to re-categorize UGC to place it in more appropriate locations within the Infobase Services; and (3) to pre-screen or delete UGC at any time and for any reason, without notice. Infobase is not responsible for any failure or delay in removing UGC, however. You hereby consent to such removal and waive any claims against Infobase related to such removal.

IF YOU CHOOSE TO SUBMIT USER GENERATED CONTENT, YOU DO SO ENTIRELY AT YOUR OWN RISK. By submitting UGC you represent and warrant that (a) you are eighteen (18) years of age or older; (b) you own or otherwise control the rights to the UGC and any and all elements thereof; (c) you have the rights from any and all third parties appearing in the UGC to use such third parties' names, images or likenesses and any other third party-owned elements as necessary in and as part of your submission; (d) the UGC does not infringe or violate the rights of any third parties, including, but not limited to, copyrights, trademarks, rights of publicity/privacy, patent, trade secret or confidentiality obligations; (e) the UGC does not constitute or contain software viruses, commercial solicitation, chain letters, mass mailings, or any form of "spam;" and (f) the UGC is not unlawful, defamatory, libelous, obscene, harassing, tortious, threatening, violent, politically-sensitive, vulgar, profane, or otherwise offensive. Furthermore, you acknowledge that you may not rely on any User Generated Content submitted to Infobase, including without limitation information in any Infobase bulletin boards and in all other parts of the Infobase Services.

Term and Termination

These Terms of Use shall continue in full force and effect during the Subscription Term and for so long as Subscriber or any Authorized User has access to any Licensed Materials. If any of the Licensed Materials are licensed on a permanent basis, these Terms of Use shall continue to apply in perpetuity to such Licensed Materials for so long as they are accessed or used by Subscriber. Notwithstanding the foregoing, Infobase shall have the right to terminate

Subscriber's access to the Infobase Services and the Licensed Materials (including those licensed on a permanent basis) in the event of Subscriber's uncured material breach these Terms of Use. Infobase shall provide Subscriber with written notice and a reasonable opportunity to cure a material breach unless it is incapable of cure or poses an unreasonable risk to the security or integrity of the Infobase Services. Upon termination, Subscriber's rights to use the Licensed Materials and the Infobase Services shall immediately cease. Copies of any Licensed Materials downloaded must be deleted upon termination of the Subscription, or upon the earlier termination of an Authorized User's ID.

Terms of Use May Change

Infobase reserves the right to modify these Terms of Use in our sole discretion (including without limitation the [Privacy Policy](#)) at any time. We will alert you about any changes by updating the "Last updated" date of these Terms of Use on our website and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms of Use to stay informed of any updates. By your continued use of the Infobase Services, you will be subject to, and shall be deemed to have accepted any changes in the revised Terms of Use after the date such revised Terms of Use are posted.

Disclaimer

The Licensed Materials in the Infobase Services, including but not limited to text, availability and descriptions may contain errors or inaccuracies, and may be incomplete, inaccurate or untimely. Infobase reserves the right to correct any errors, inaccuracies or omissions and to change or update the Licensed Materials at any time without prior notice; provided that Infobase does not represent that all errors will be corrected. Infobase disclaims any and all responsibility or liability for the accuracy, content, completeness, legality, reliability, or operability or availability of information or material displayed in the Infobase Services. Infobase disclaims any responsibility for any harm resulting from downloading or accessing any information or Licensed Materials through the Infobase Service.

INFOBASE MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE INFOBASE SERVICES OR MATERIALS, WHICH ARE PROVIDED "AS IS" AND "AS AVAILABLE." INFOBASE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. INFOBASE SHALL HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY EXTERNAL WEBSITE THAT IS LINKED TO FROM WITHIN THE INFOBASE SERVICES OR FOR MATERIALS PROVIDED BY THIRD-PARTY SUPPLIERS OF MATERIALS. INFOBASE DOES NOT WARRANT THE FUNCTIONS, INFORMATION OR LINKS CONTAINED ON OR IN THE INFOBASE SERVICES WILL MEET YOUR REQUIREMENTS, THAT INFOBASE SERVICES ARE FIT FOR ANY PARTICULAR PURPOSE OR WILL OPERATE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. INFOBASE DOES NOT WARRANT THAT THE SERVICES ARE SECURE OR FREE OF VIRUSES, WORMS, TROJAN HORSES, CANCELBOTS OR OTHER HARMFUL COMPONENTS. INFOBASE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE MATERIALS IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL INFOBASE OR ITS AFFILIATES OR THIRD-PARTY SUPPLIERS OF MATERIALS BE LIABLE TO SUBSCRIBER OR ANY AUTHORIZED USER FOR ANY SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THESE TERMS OF USE OR THE USE OR INABILITY TO USE, THE INFOBASE SERVICES. IRRESPECTIVE OF THE CAUSE OR FORM OF ACTION, INFOBASE'S AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS,

LOSSES, OR DAMAGES ARISING OUT OF THE USE OF INFOBASE SERVICES SHALL IN NO CIRCUMSTANCES EXCEED THE SUBSCRIPTION FEE PAID BY THE SUBSCRIBER TO INFOBASE IN THE TWELVE (12) MONTH PERIOD BEFORE THE CLAIM AROSE. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSIONS OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.

Indemnification

To the fullest extent permissible by law and/or a state tort claims act, Infobase and Subscriber each agree to indemnify and hold the other party harmless for any losses, claims, damages, awards, penalties, or injuries incurred by the indemnified party, including reasonable attorney's fees, which arise from the indemnifying party's breach of a representation, warranty or covenant made under this Agreement; provided that the indemnifying party is promptly notified of any such claims and given the right to direct and control the investigation, defense and settlement of such claim. The indemnified party shall have the right to approve the settlement and to engage counsel of its own choosing in the defense at its own expense. This indemnity shall survive the termination or expiration of the Subscription Term.

Governing Law

These Terms of Use are governed by the laws of the United States and the State of New York, without giving effect to any principles of conflicts of laws. Subscriber hereby consents to the jurisdiction of the state and federal courts located in New York, New York.

Publicity; Feedback

Subscriber agrees that Infobase may use Subscriber's name, logo, graphic, photo, or other marks to customize the display of the Infobase Services to Subscriber's Authorized Users and/or for Infobase's marketing and promotional purposes, including referencing that Subscriber is a customer of Infobase, provided that any logo, graphic, photo, or other marks of the Subscriber's, continue to be the property of the Subscriber. To the extent Subscriber or any of its Authorized Users provides Infobase with any comments, suggestions, ideas, feedback, or other information regarding the Infobase Services or Licensed Materials ("Feedback"), Subscriber acknowledges and agrees that all such Feedback is non-confidential and shall become the sole intellectual property of Infobase. Infobase shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of the Feedback for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to Subscriber.

Miscellaneous

Infobase's rights, including but not limited to all rights of remedy for Subscriber's breaches per these Terms of Use, shall continue in perpetuity. No delay or failure of Infobase to take action per these Terms of Use will constitute a waiver by Infobase, unless expressly waived in writing by Infobase. Infobase reserves the right to change, modify, add, or remove Licensed Materials at any time without notice. Pricing, product features and specifications, and product title library are all subject to change without notice. Under no circumstances shall Infobase be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control, including, without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of third parties, epidemics, or loss of or fluctuations in heat, light, or air conditioning. With the exception of the right to use the Infobase Services and Licensed Materials, all other provisions of this Agreement shall survive termination and shall continue to legally bind Subscriber. These Terms of Use constitute the complete agreement of the parties and contains the entire understanding of the parties

hereto relating to the Licensed Materials, and supersedes any prior written or oral agreement or understandings between the parties with respect to the Licensed Materials, and cannot be changed or terminated orally. This Agreement may not be assigned or transferred by Subscriber by operation of law or otherwise without the prior written consent of Infobase.