

## Terms of Service for SkillsCommons.org Website

### 1.1 Acceptance of Terms

SkillsCommons.org provides its service to you subject to the following Terms of Service (TOS), which may be updated by us from time to time without notice to you.

### 1.2 Description of Service

SkillsCommons.org is a freely available online repository that allows educators, students, and industry partners to discover and adopt open educational resources created under The Trade Adjustment Assistance Community College and Career Training (TAACCCT) program. You agree that the Service may include certain communications from SkillsCommons.org, such as service announcements and administrative messages.

### 1.3 Registration

a. In consideration of your use of the Service, you represent that you are of legal age to form a binding contract and are not a person barred from receiving Services under the laws of the United States or any other applicable jurisdiction.

b. You may browse the Service without registration, but you understand that some features of the Service may not be accessible to you unless you register. In registering for the Service, you agree to:

(i) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form, including a certification that you are over the age of 13 (the "Registration Data"); and

(ii) maintain and promptly update the Registration Data to keep it true, accurate, current, and complete. If you provide any information that is untrue, inaccurate, not current, or incomplete, or SkillsCommons.org has reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, SkillsCommons.org has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

### 1.4 Member Account, Password and Security

You will define your account with a user name and password as part of the Service's registration process. You are responsible for maintaining the confidentiality of your account and are fully responsible for all activities that occur under your account. You agree to: (i) notify SkillsCommons.org immediately of any unauthorized use of your account or any other breach of security; and (ii) ensure that you exit from your account at the end of each session.

### 1.5 Content License

Each individual work uploaded by a contributor in the SkillsCommons.org Repository is offered for license to you by the author of that work on the terms and conditions set forth in the specific open content license associated with that individual work. You are

required under U.S. copyright law, the equivalent laws of other countries, and international treaties to respect the copyrights of those authors and to use their works subject to the terms and conditions of their respective licenses and applicable law. You may only copy, modify, distribute and otherwise use the works in the Repository in accordance with a license to do so or as may otherwise be permitted under applicable law. SkillsCommons.org does not claim ownership of Content you submit or make available for inclusion on the Service.

SkillsCommons.org does not undertake any obligation to review or monitor any content submitted to the Repository and shall not have any responsibility or liability in connection therewith. SkillsCommons.org may remove content if it is deemed appropriate to do so by the SkillsCommons.org Project, in their sole discretion, including, but not limited to, to comply with law or legal process, to respond to third party complaints, to enforce the terms and conditions of use, or to protect the SkillsCommons.org Project.

#### 1.6 Member Conduct

a. You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages, tags, and/or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from whom such Content originated. This means that you, and not SkillsCommons.org, are entirely responsible for all Content that you upload, post, email, transmit, or otherwise make available via the Service. SkillsCommons.org does not control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity, or quality of such Content.

b. You agree not to use the Service to:

- i. Upload, post, email, transmit, or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable;
- ii. Harm minors in any way;
- iii. Impersonate any person or entity, including, but not limited to, a SkillsCommons.org official or falsely state or otherwise misrepresent your affiliation with a person or entity;
- iv. Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
- v. Upload, post, email, transmit, or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

- vi. Upload, post, email, transmit, or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any party;
  - vii. Upload, post, email, transmit, or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
  - viii. Upload, post, email, transmit, or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
  - X. Interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies, or regulations of networks connected to the Service;
  - xi. Intentionally or unintentionally violate any applicable local, state, national, or international law or regulation;
  - xii. Provide material support or resources (or conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization designated by the United States government as a foreign terrorist organization pursuant to Section 219 of the Immigration and Nationality Act;
  - xiii. Stalk or otherwise harass another person or entity; or
  - xiv. Reproduce, duplicate, copy, sell, trade, resell, or exploit for any commercial purpose any portion of the Service (including your Service account), use of the Service, or access to the Service.
- c. SkillsCommons.org and its designees shall have the right to remove any Content that violates the TOS or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with the use of any Content, including, but not limited to, any reliance on the accuracy, completeness, or usefulness of such Content.
- d. You acknowledge, consent, and agree that SkillsCommons.org may access, preserve, and disclose your account information and Content if required to do so by law or in a good faith belief that such access, preservation, or disclosure is reasonably necessary to:
- (i) comply with legal process;
  - (ii) enforce the TOS;
  - (iii) respond to claims that any Content violates the rights of third parties;
  - (iv) respond to your requests for customer service; or
  - (v) protect the rights, property, or personal safety of SkillsCommons.org and its users, and the public.
- e. You understand that the technical processing and transmission of the Service, including your Content, may involve:
- (i) transmissions over various networks; and
  - (ii) changes to conform and adapt to technical requirements of connecting networks or devices.

### 1.7 Privacy

- a. SkillsCommons.org collects some personal information when you register for the Service and when you use the Service. SkillsCommons.org may automatically receive and record information from your computer and browser, such as your IP address, cookie information, software and hardware attributes, and the pages you request.
- b. SkillsCommons.org may use the information it collects for the following general purposes: to customize any advertising and content you may see, fulfill your requests for products or services, improve our services, contact you, conduct research, and provide anonymous reporting for internal and external purposes.
- c. SkillsCommons.org does not rent, sell, or share personal information about you with other people or non-affiliated organizations except to provide products or services you have requested, when we have your permission, or under the following circumstances:
  - i. We respond to subpoenas, court orders, or legal process, and we exercise our legal rights or defend against legal claims.
  - ii. We believe it is necessary to share information in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of the TOS, or as otherwise required by law.
  - iii. We transfer information about you if SkillsCommons.org is acquired by or merged with another entity.
- d. SkillsCommons.org may use web beacons to access SkillsCommons.org cookies inside and outside our network of websites and in connection with the Service.
- e. The Service is intended for use by adults only. In connection with the Service, SkillsCommons.org does not promote online to children and does not intentionally collect any personally identifiable information from children under the age of 13.

### 1.8 Indemnification

You agree to indemnify and hold SkillsCommons.org and its subsidiaries, affiliates, officers, agents, employees, partners, SkillsCommons.org members, Service members and participants, and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of: (a) Content you submit, post, transmit, or otherwise make available through the Service; (b) your use of the Service; (c) your connection to the Service; (d) your violation of the TOS; (e) or your violation of any rights of another party.

**GOVERNMENT ENTITIES:** If you are a Government Entity within the United States; meaning an agency or instrumentality operating under color of federal law, and/or an agency or instrumentality operating under state law or municipal ordinance, including all agencies, boards, and commissions in the executive branch of such governments, the foregoing provisions of this Agreement regarding indemnification, to which you are prohibited from agreeing to as a matter of law, are hereby waived.

### 1.9 General Practices Regarding Use and Storage

You acknowledge that SkillsCommons.org may establish general practices and limits concerning use of the Service, including, without limitation, the maximum number of days that email messages, message board postings, or other Content will be retained by the Service, the maximum number of email messages that may be sent from or received by an account on the Service, the maximum size of any email message that may be sent from or received by an account on the Service, the maximum disk space that will be allotted on SkillsCommons.org's servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Service in a given period of time. You agree that SkillsCommons.org has no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by the Service. You acknowledge that SkillsCommons.org reserves the right to log off accounts that are inactive for an extended period of time. You further acknowledge that SkillsCommons.org reserves the right to modify these general practices and limits from time to time.

### 1.10 Modification to Service

SkillsCommons.org reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that SkillsCommons.org shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Service.

### 1.11 Termination

a. You agree that SkillsCommons.org may, under certain circumstances and without prior notice, immediately terminate your Service account and access to the Service.

Cause for such termination shall include, but not be limited to:

- (i) breaches or violations of the TOS, the SkillsCommons.org Acceptable Use Agreement, or other incorporated agreements or guidelines;
- (ii) requests by law enforcement or other government agencies;
- (iii) a request by you (e.g., self-initiated account deletions);
- (iv) discontinuance or material modification to the Service (or any part thereof);
- (v) unexpected technical or security issues or problems;
- (vi) extended periods of inactivity; or
- (vii) engagement by you in fraudulent or illegal activities.

b. Termination of your Service account may include:

- (i) removal of access to all offerings within the Service;
- (ii) deletion of your password and all related information, files and content associated with or inside your account (or any part thereof); or
- (iii) barring of further use of the Service.

c. You agree that all terminations for cause shall be made at SkillsCommons.org's sole discretion and that SkillsCommons.org shall not be liable to you or any third party for any termination of your account or access to the Service.

### 1.12 Links

The Service or third parties may provide links to other World Wide Web sites or resources. Because SkillsCommons.org has no control over such sites and resources, you acknowledge and agree that SkillsCommons.org is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that SkillsCommons.org 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 of or reliance on any such Content, goods, or services available on or through any such site or resource.

### 1.13 SkillsCommons.org's Proprietary Rights

a. You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Content contained in, for example, SkillsCommons.org Partner/sponsor advertisements or information presented to you through the Service or by advertisers is protected by copyrights, trademarks, service marks, patents, or other proprietary rights and laws. Except as expressly permitted by applicable law or authorized by SkillsCommons.org Partner/sponsors, you agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Service or the Software, in whole or in part, unless such modifications etc. are authorized by SkillsCommons.org or indicated by copyright licenses posted on the Service.

b. SkillsCommons.org grants you a personal, non-transferable, and non-exclusive right and license to use the object code of its Software on a single computer; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in, or otherwise transfer any right in the Software. You agree neither to modify the Software in any manner or form, nor to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by SkillsCommons.org for use in accessing the Service.

c. SkillsCommons.org shall indemnify and hold harmless You from any damages awarded in a settlement or by a final court decision (including reasonable attorney's fees and costs in connection therewith) arising from any claim of infringement of a validly issued United States patent, copyright or trademark or any claims of misappropriation of a trade secret in the United States asserted against You by a third party based upon Your authorized use of Intellectual Property provided that You provide sufficient notice of

such claim to allow SkillsCommons.org to respond without prejudice. Further, You shall cooperate fully with SkillsCommons.org. If Your use of the Intellectual Property is found to be in violation of a validly issued patent, copyright or trademark, or if SkillsCommons.org believes that such a finding is likely to occur, Your sole and exclusive remedy against SkillsCommons.org is for SkillsCommons.org, at its sole discretion, to either: 1) procure the right for You to continue to use the Intellectual Property; 2) replace the existing Intellectual Property with substantially similarly functioning programs and documentation; or 3) refund Your fee for use of the Intellectual Property.

d. The SkillsCommons.org name and logo are trademarks and services marks of SkillsCommons.org (the "SkillsCommons.org Marks"). You agree not to display or use in any manner any SkillsCommons.org Mark without SkillsCommons.org's prior written consent.

#### 1.14 Disclaimer of Warranties

a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SKILLSCOMMONS.ORG AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

b. SKILLSCOMMONS.ORG AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT: (i) THE SERVICE WILL MEET YOUR REQUIREMENTS; (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE; (iv) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SkillsCommons.org OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

#### 1.15 Limitation of Liability

a. YOU UNDERSTAND AND AGREE THAT SkillsCommons.org AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF SKILLSCOMMONS.ORG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES),

RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED, OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.

b. YOU UNDERSTAND AND AGREE THAT BY USING THE SERVICE, YOU MAY BE EXPOSED TO CONTENT THAT IS OFFENSIVE, INDECENT, OR OBJECTIONABLE. UNDER NO CIRCUMSTANCES WILL SkillsCommons.org AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS BE LIABLE IN ANY WAY FOR ANY CONTENT, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICE.

c. YOU UNDERSTAND AND AGREE THAT THE SERVICE IS PROVIDED "AS-IS" AND THAT SkillsCommons.org AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY, OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS.

#### 1.16 No Third-party Beneficiaries

You agree that, except as otherwise expressly provided in this TOS, there shall be no third-party beneficiaries to this agreement.

#### 1.17 Copyright or Intellectual Property Infringements

a. SkillsCommons.org respects the intellectual property of others, and we ask our users to do the same. SkillsCommons.org may, in appropriate circumstances and at its discretion, disable or terminate the accounts of users who may be repeat infringers.

b. If you believe that your work has been made available on the Service in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated in connection with the Service, please provide SkillsCommons.org with the information below, via email to [support@SkillsCommons.org](mailto:support@SkillsCommons.org):

- i. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- ii. a description of the copyrighted work or other intellectual property that you claim has been infringed;
- iii. a description of where the material that you claim is infringing is located within the Service;
- iv. your address, telephone number, and email address;
- v. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the



law;

vi. a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or are authorized to act on the copyright or intellectual property owner's behalf.

#### 1.18 General Provisions

*a. Entire Agreement.* The TOS constitutes the entire agreement between you and SkillsCommons.org and governs your use of the Service, superseding any prior agreements between you and SkillsCommons.org with respect to the Service.

*b. Choice of Law and Forum.* The TOS and the relationship between you and SkillsCommons.org shall be governed by the laws of the State of California without regard to its conflict of law principles. You agree to submit to the personal and exclusive jurisdiction of the courts located within the State of California with respect to any claims arising from the TOS or your use of the Service.

*c. Waiver and Severability.* The failure of SkillsCommons.org to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS shall remain in full force and effect.

#### 1.19 Violations

Please report any violations of the TOS via email to [support@SkillsCommons.org](mailto:support@SkillsCommons.org)



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*Jason D. Heard*  
9/15/16