

## THINKSPACE TERMS OF USE

### TERMS OF USE

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ThinkSpace does not routinely monitor your postings and submissions to the website but reserves the right to do so. However, in ThinkSpace’s efforts to promote good citizenship within the Internet community, if ThinkSpace becomes aware of inappropriate use of the website or any of its Software (defined below), ThinkSpace will respond in any way that, in its sole discretion, ThinkSpace deems appropriate. You acknowledge that ThinkSpace will have the right to report to law enforcement authorities any actions that might be considered illegal, as well as any reports it receives of such conduct. When requested, ThinkSpace will cooperate fully with law enforcement agencies in any investigation of alleged illegal activity on the Internet.

You are solely responsible for the coursework, content, classroom cases, lesson plans, instructional materials, learning tools, photos, profiles (including your name, image, and likeness), submissions, messages, notes, text, information, music, video, listings, and other content that you upload, publish or display (hereinafter, “**post**”) on or through this website, or transmit to or share with other users (collectively the “**User Content**”). You may not post, transmit, or share User Content on the website that you did not create or that you do not have permission to post. You understand and agree that ThinkSpace may, but is not obligated to, review the website and may delete or remove (without notice) any website content or User Content in its sole discretion, for any reason or no reason, including User Content that in the sole judgment of ThinkSpace violates this, or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of users or others. You are solely responsible at your sole cost and expense for creating backup copies and replacing any User Content you post or store on the website or provide to ThinkSpace. You agree that under no circumstances will ThinkSpace be liable in any way for any loss or damage to any User Content you post, e-mail, or otherwise make available to ThinkSpace.

When you post User Content to the website, you authorize and direct ThinkSpace to make such copies thereof as ThinkSpace deems necessary in order to facilitate the posting and storage of the User Content on the website. By posting User Content to any part of this website, you automatically grant, and you represent and warrant that you have the right to grant to ThinkSpace™ an irrevocable, perpetual, non-exclusive, transferable,

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In connection with User Content, you further agree that you will not: (i) submit or post material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy, publicity, and publication rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant us all of the license rights granted herein; (ii) publish falsehoods or misrepresentations that could damage us or any third party; (iii) submit or post material that is unlawful, obscene, abusive, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate; (iv) post advertisements or solicitations of business (other than as assigned in a phase or otherwise in an academic context); (v) create or submit unwanted email ("**Spam**"); or (vi) impersonate another person. We do not endorse any User Content or any opinion, recommendation, or advice expressed therein, and we expressly disclaim any and all liability in connection with any User Content. We do not permit copyright infringing activities and infringement of intellectual property rights in connection with the Software provided by or through ThinkSpace™ tools, and we will remove all Content and User Content if properly notified that such Content or User Content infringes on another's intellectual property rights. We may terminate your access to the website if you are determined to be a repeat infringer. A repeat infringer is anyone who has been notified of infringing activity more than once and/or has had any User Content removed from the website more than twice. We also reserve the right to decide whether Content or User Content is appropriate and complies with these Terms of Use for violations other than copyright infringement and violations of intellectual property law, such as, but not limited to, pornography, obscene or defamatory material, or excessive length. We may remove such User Content and/or terminate your access for uploading such material in violation of these Terms of Use at any time, without prior notice and at our sole discretion.

**Our Software:** ThinkSpace™ software offers an array of educational software tools and functionality (collectively the "**Software**") to instructors, their teaching assistants ("**TAs**"), and students. For example, instructors hire us to create their courses (called "**Spaces**" in ThinkSpace™ lingo), assignments (each called a "**Case**" in ThinkSpace™ lingo), and worksheets or lessons that, collectively, make up a Case (each called a "**Phase**" in ThinkSpace™ lingo) for their students (and other User Content) and upload them to our website. Then, students, together or working with a team, can then access the Spaces on our website and complete and submit Cases (which are made up of many Phases).

- **Grading v. Scoring**

- ThinkSpace offers instructors two options to score students' work, either manually or completion based, as follows: (1) **Manually:** The instructor and/or TAs access the ThinkSpace™ system to view the student work and conduct traditional grading of the work; and (2) **Completion Based:** ThinkSpace tallies whether or not a student has answered all questions in a question or problem set. ThinkSpace does not perform or produce any scalable grading system and completion results are not linked to any grading scale. All scores are uncontextualized. ThinkSpace makes results available to instructors and instructors may choose to grade their students based on such results according to the scale desired or required by the instructor or the educational institution.
- If you are a student, by using ThinkSpace™ educational tools, you agree that ThinkSpace is in no way responsible or liable for any grade or assessment you may receive through or otherwise related to our website or a service offered by ThinkSpace.
- If a student has any questions regarding a result or grade related to the ThinkSpace™ Software or any other question related to case, lesson plan or related materials available through ThinkSpace, students should direct all inquiries to their instructor.

- **Student Use**

- ThinkSpace™ students are expected to be honest and fair in their studies and to treat others with respect while using the website and ThinkSpace™ Software. ThinkSpace strongly discourages cheating. If you have reason to believe that cheating has occurred or is incurring,

- you should contact the instructor. ThinkSpace will not take action to restrict a student's use without authorization from the instructor.
- By use of our website, students may submit information that is related to a student at a school and may be considered "educational records" as defined by the Family Educational Rights and Privacy Act ("**FERPA**"), 20 U.S.C. § 1232(g). You are solely responsible for the knowledge of and adherence to any and all laws, rules, and regulations pertaining to your records, including FERPA and the regulations promulgated thereunder and other laws and regulations relating to the privacy and protection of individually identifiable data and student creation or submission of personal identifier information and student records.
- **Instructor Use**
    - Instructors create the course (the Space).
    - To add additional instructors to a Space, the additional instructors must be invited by an instructor for a particular Space.
    - Instructors are responsible for:
      - Creating a student roster and inviting students and TAs to join a Space.
      - Creating their own Space, Cases and Phases.
      - Scoring and assessing students' work Cases and Phases.
  - **Teaching Assistant Use**
    - TAs are given access to a Space by instructors who establish the guidelines for the TA in a particular Space.
  - **Parent and Guardian Use**
    - Students who are under the age of 18 may use our website and submit information. If a parent or guardian of a student needs or desires to see what the student submits or views in a ThinkSpace™ classroom, the parent or guardian must obtain the student's permission for such access and may be added to a ThinkSpace™ case as a peer reviewer or use the student's login.
    - If a parent or guardian contacts ThinkSpace for its own User ID, ThinkSpace will direct the parent or guardian to make an inquiry to the student's instructor.
  - **Enterprise Accounts**
    - Certain employees and representatives of a school or other educational or record-keeping institution may be given certain rights and access to certain tools and features that are not included in the licenses granted to instructors, students or TAs in order to manage and maintain student records or other course work information. ThinkSpace reserves the right to offer other tools and services to these Enterprise users on different terms and conditions than the ones contained herein.
  - **General Website Use and Instructions**
    - To submit any materials or information through our website, you must hit "SUBMIT" or such other identified submission "button" for such submission created by an instructor in each Space to be effective and received by the ThinkSpace™ education system and uploaded into the Space.
    - As a best practice, we recommend that you log out of your account when you finish, pause, or end a session, complete a Case, and close your browser after each session.
    - After 30 minutes of inactivity on our website, you will automatically be logged out. In such an event, ThinkSpace™ is not liable or responsible for any work you may not have completed or submitted during the period of inactivity. We provide prompts to reactivate your session and prevent being logged out.
  - **Peer Review**
    - Instructors may ask their students to upload their work to be reviewed by other students via the ThinkSpace™ Peer Review function.
    - Users of the ThinkSpace™ Peer Review function are encouraged to keep their comments of their peers' work constructive and to comply with these Terms of Use and all instructions from instructors regarding their reviews.

- Posts you make using the ThinkSpace™ Peer Review function are User Content. Please refer to the section above entitled “General Use Restrictions” for other terms governing User Content.
- **Peer Evaluation**
  - The ThinkSpace™ Peer Evaluation function allows team members to rate other team members on their performance.
  - Users of the ThinkSpace™ Peer Evaluation function are encouraged to keep their comments constructive and to comply with these Terms of Use.
  - Posts you make using the ThinkSpace™ Peer Evaluation function are User Content. Please refer to the section above entitled “General Use Restrictions” for other terms governing User Content.

**Accounts:** To use the ThinkSpace™ Software, you will be required to establish a user account using a working e-mail address (“**User ID**”) and password. You will have to provide ThinkSpace with certain personal information (which will be used in accordance with the ThinkSpace privacy policy available at: <https://s3.amazonaws.com/thinkspace-prod/legal/privacy-policy.pdf>). All user accounts must be linked to a bona fide email address that you own and operate. To facilitate communication between ThinkSpace™ classrooms and users, and for retrieval of login information, we use email addresses. Instructors will invite students to a Space and students will then create their own password. You shall provide accurate, complete, and updated registration information. Failure to do so shall constitute a breach of the Terms of Use, which may result in immediate termination of your account. You shall not use as a User ID, domain name, or project name any name or term that (i) is the name of another person, with the intent to impersonate that person; (ii) is subject to any rights of another person, without appropriate authorization; or (iii) is offensive, vulgar, or obscene. ThinkSpace™ reserves the right in its sole discretion to refuse registration of or cancel a User ID, domain name, or other user identifier information. You are solely responsible for activity that occurs on your account and shall be responsible for maintaining the confidentiality of your password for the website. Your account is for your personal use only. You may not authorize others to use your account, and you may not assign or transfer your account. If you are a minor, ThinkSpace™ reserves the right to provide access to your account to your parent, guardian or other authorized adult, upon such adult’s request and provided that your instructor authorizes and directs us to do so. You shall never use another user’s account without the other user’s express permission. You will immediately notify ThinkSpace in writing of any unauthorized use of your account, or other known account-related security breach.

**Closing Your Account:** You or ThinkSpace may terminate your user license and account at any time and for any reason or no reason. We may suspend the license to use our Software to you at any time, with or without cause. Once terminated, ThinkSpace may permanently delete your account and all the data associated with it. If you do not log in to your account for 12 or more months, we may treat your account as “inactive” and permanently delete the account and all the data associated with it.

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- ThinkSpace shall have the right to delete, edit, modify, reformat, excerpt, or translate any of your posts, submissions or descriptions thereof for the purposes of providing the Software.
- All information publicly posted or privately transmitted through the website is the sole responsibility of the person from which that content originated.
- ThinkSpace will not be liable for any errors or omissions in any User Content.
- ThinkSpace cannot guarantee the identity of any other users with whom you may interact while using the website.
- All Content you access through the website is at your own risk and you will be solely responsible for any resulting damage or loss to any party.

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If an action is filed by either party claiming breach of these Terms of Use or failure by ThinkSpace to provide its Software and we prevail, ThinkSpace and its affiliates are entitled to recover reasonable attorneys' fees, costs, and any damages or other relief that we may be awarded.

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