

RELAY / GSE

TERMS OF USE

Relay Graduate School of Education (“Relay,” “we,” “us,” or “our”) welcomes you. We invite you to access and use our website at www.relay.edu (the “Website”).

We provide visitors to our Website (“Visitors”) access to the Website subject to the following Terms of Use, which may be updated by us from time to time without notice to you. By browsing the public areas or by accessing and using the Website, you acknowledge that you have read, understood, and agree to be legally bound by these Terms of Use and our Privacy Policy, which is hereby incorporated by reference (collectively, this “Agreement”). If you do not agree to any of these terms, then please do not use the Website.

Any student who registers online with us (each, a “Registered Student”) and is also registered for one or more of Relay’s classes or programs, is agreeing to the terms of this Agreement as well as the Relay GSE Admissions Agreement and any other applicable Relay policies or requirements. In the event of any conflict between the terms of this Agreement and the Relay GSE Admissions Agreement, the Relay GSE Admissions Agreement shall control.

THE SECTIONS BELOW TITLED “BINDING ARBITRATION” AND “CLASS ACTION WAIVER” CONTAIN A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. THEY AFFECT YOUR LEGAL RIGHTS. PLEASE READ THEM.

Capitalized terms not defined in these Terms of Use shall have the meaning set forth in our Privacy Policy.

1. DESCRIPTION AND USE OF OUR WEBSITE

We provide Visitors and Registered Students with access to the Services as described below.

Visitors. Visitors, as the term implies, are people who do not register with us, but want to explore the Website. No login is required for Visitors. Visitors can: (i) view all publicly-available content on the Website; and (ii) e-mail us.

Registered Students. Registered Students can do all the things that Visitors can do, and: (i) access exclusive content available only to Registered Students; (ii) create, access, manage, and update their own personal accounts on the Website; and (iii) post comments and other content on the Website (collectively, “Registered Student Content”).

Relay is under no obligation to accept any individual as a Registered Student and may accept or reject any registration in its sole and complete discretion. In addition, Relay may deactivate any account at any time, including, without limitation, if it determines that a Registered Student has violated these Terms of Use.

2. COMMUNITY GUIDELINES

Relay's community, like any community, functions best when its users follow a few simple rules. By accessing and/or using the Website, you agree to comply with these community guidelines (the "Community Guidelines") and that:

- You will comply with all applicable laws in your use of the Website and will not use the Website for any unlawful purpose;
- You will not upload, post, e-mail, transmit, or otherwise make available any content that:
 - infringes any copyright, trademark, right of publicity, or other proprietary rights of any person or entity; or
 - is defamatory, libelous, indecent, obscene, pornographic, sexually explicit, invasive of another's privacy, promotes violence, or contains hate speech (i.e., speech that attacks or demeans a group based on race or ethnic origin, religion, disability, gender, age, veteran status, and/or sexual orientation/gender identity; or
 - discloses any sensitive information about another person, including that person's e-mail address, postal address, phone number, credit card information, or any similar information.
- You will not "stalk," threaten, or otherwise harass another person;
- You will not spam or use the Website to engage in any commercial activities;
- If you post any Registered Student Content, you will stay on topic;
- You will not access or use the Website to collect any market research for a competing business;
- You will not impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
- You will not interfere with or attempt to interrupt the proper operation of the Website through the use of any virus, device, information collection or transmission mechanism, software or routine, or access or attempt to gain access to any data, files, or passwords related to the Website through hacking, password or data mining, or any other means;
- You will not cover, obscure, block, or in any way interfere with any advertisements and/or safety features (e.g., report abuse button) on the Website;
- You will not use any robot, spider, scraper, or other automated means to access the Website for any purpose without our express written permission; provided, however, we grant the operators of public search engines permission to use spiders to copy materials from the public portions of the Website for the sole purpose of and solely to the extent necessary for creating publicly-available searchable indices of the materials, but not caches or archives of such materials;
- You will not take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our technical infrastructure; and

- You will let us know about inappropriate content of which you become aware. If you find something that violates our Community Guidelines, please email info@relay.edu and we'll review it.

We reserve the right, in our sole and absolute discretion, to deny you access to the Website, or any portion of the Website, without notice, and to remove any content that does not adhere to these Community Guidelines.

3. RESTRICTIONS

The Website is only available for individuals aged 13 years or older. If you are 13 or older, but under the age of majority in your jurisdiction, you should review this Agreement with your parent or guardian to make sure that you and your parent or guardian understand it.

4. SIGN-IN NAME; PASSWORD; UNIQUE IDENTIFIERS

During the registration process for Registered Students, we will ask you to create an account, which includes a sign-in name ("Sign-In Name"), a password ("Password"), and perhaps certain additional information that will assist in authenticating your identity when you log-in in the future ("Unique Identifiers"). When creating your account, you must provide true, accurate, current, and complete information. Each Sign-In Name and corresponding Password can be used by only one Registered Student, and sharing your access credentials with others (especially if they are using your credentials to access our proprietary Content (as defined below)) is a material breach of this Agreement. You are solely responsible for the confidentiality and use of your Sign-In Name, Password, and Unique Identifiers, as well as for any use, misuse, or communications entered through the Website using one or more of them. You will promptly inform us of any need to deactivate a Password or Sign-In Name, or change any Unique Identifier. We reserve the right to delete or change your Password, Sign-In Name, or Unique Identifier at any time and for any reason and shall have no liability to you for any loss or damage caused by such action. Relay will not be liable for any loss or damage caused by any unauthorized use of your account.

5. INTELLECTUAL PROPERTY

The Website contains material, such as videos, course work, lesson plans, training modules, photographs, software, text, graphics, images, sound recordings, and other material provided by or on behalf of Relay (collectively referred to as the "Content"). The Content may be owned by us or third parties. The Content is protected under both United States and foreign laws. Unauthorized use of the Content may violate copyright, trademark, and other laws.

Visitors may view all publicly-available Content for their own personal, non-commercial use. Registered Students may view certain additional Content for their own personal, non-commercial use. Other than as expressly set forth in the immediately two prior sentences, you have no other rights in or to the Content (other than your own Registered Student Content that you post to the Website), and you will not use the Content except as permitted under this Agreement. No other use is permitted without the prior written consent of Relay. Relay retains all right, title, and interest, including all intellectual property rights, in and to the Content. You must retain all copyright and other proprietary notices contained in the original Content. You may not sell, transfer, assign, license, sublicense, or modify the Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use or posting of the Content on any other website, social media page, or in a networked computer environment for any purpose is expressly prohibited.

If you violate any part of this Agreement, your permission to access and/or use the Content and the Website automatically terminates and you must immediately destroy any copies you have made of the Content.

The trademarks, service marks, and logos of Relay (the “Relay Trademarks”) used and displayed on the Website are registered and unregistered trademarks or service marks of Relay. Other company, product, and service names located on the Website may be trademarks or service marks owned by others (the “Third-Party Trademarks,” and, collectively with Relay Trademarks, the “Trademarks”). Nothing on the Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks, without our prior written permission specific for each such use. Use of the Trademarks as part of a link to or from any site is prohibited unless establishment of such a link is approved in advance by us in writing. All goodwill generated from the use of Relay Trademarks inures to our benefit.

Elements of the Website are protected by trade dress, trademark, unfair competition, and other state and federal laws and may not be copied or imitated in whole or in part, by any means, including, but not limited to, the use of framing or mirrors. None of the Content may be retransmitted without our express, written consent for each and every instance.

6. REGISTERED STUDENT CONTENT; LICENSES

As noted above, the Website provides Registered Students the ability to post and upload Registered Student Content. You expressly acknowledge and agree that once you submit your Registered Student Content for inclusion into the Website, it will be accessible by others, and that there is no confidentiality or privacy with respect to such Registered Student Content, including, without limitation, any personally identifying information that you may make available. YOU, AND NOT RELAY, ARE ENTIRELY RESPONSIBLE FOR ALL YOUR REGISTERED STUDENT CONTENT THAT YOU UPLOAD, POST, E-MAIL, OR OTHERWISE TRANSMIT VIA THE WEBSITE, AND YOU WILL INDEMNIFY US IN RESPECT OF ANY LOSS, LIABILITY, CLAIM, OR DAMAGE SUFFERED OR INCURRED BY US IN CONNECTION WITH YOUR REGISTERED STUDENT CONTENT.

You retain all copyrights and other intellectual property rights in and to your own Registered Student Content. You do, however, hereby grant us and our sublicensees a non-exclusive, royalty-free, freely sublicensable, perpetual license to modify, compile, combine with other content, copy, record, synchronize, transmit, translate, format, distribute, publicly display, publicly perform, and otherwise use or exploit (including for profit) your Registered Student Content and all intellectual property and moral rights therein throughout the universe, in each case, by or in any means, methods, media, or technology now known or hereafter devised. You also grant us and our sublicensees the right, but not the obligation, to use your Registered Student Content, your Sign-In Name, name, likeness, and photograph in connection with any use of the related Registered Student Content permitted by the previous sentence and/or to advertise and promote the Website, Relay, and our products and services. Without limiting the foregoing, you acknowledge and agree that uses of your Registered Student Content, name, likeness, and photograph permitted by the foregoing rights and licenses may include the display of such Registered Student Content, name, likeness, and photograph adjacent to advertising and other material or content, including for profit.

If you submit Registered Student Content to us, each such submission constitutes a representation and warranty to Relay that such Registered Student Content is your original creation (or that you otherwise have the right to provide the Registered Student Content), that you have the rights necessary to grant the license to the Registered Student Content under the prior paragraph, and that it and its use by Relay and its content partners as permitted by this Agreement does not and will not infringe or misappropriate the

intellectual property or moral rights of any person or contain any libelous, defamatory, or obscene material or content that violates our Community Guidelines.

7. COMMUNICATIONS WITH US

Although we encourage you to e-mail us, we do not want you to, and you should not, e-mail us any content that contains confidential information. With respect to all e-mails and communications you send to us, including, but not limited to, feedback, questions, comments, suggestions, and the like, we shall be free to use any ideas, concepts, know-how, or techniques contained in your communications for any purpose whatsoever, including but not limited to, the development, production, and marketing of products and services that incorporate such information without compensation or attribution to you.

8. NO WARRANTIES; LIMITATION OF LIABILITY

THE WEBSITE AND THE CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, INCLUDING THAT THE WEBSITE WILL OPERATE ERROR-FREE OR THAT THE WEBSITE, THEIR SERVERS, OR THE CONTENT ARE FREE OF COMPUTER VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS: (I) WE SHALL NOT BE SUBJECT TO LIABILITY FOR ANY DELAYS OR INTERRUPTIONS OF THE WEBSITE FROM WHATEVER CAUSE, AND YOU AGREE THAT YOU USE THE CONTENT AND THE WEBSITE AT YOUR OWN RISK; (II) WE DISCLAIM ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE; (III) WE SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DIRECT, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO ACCESS AND USE THE WEBSITE OR THE CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IF YOUR USE OF THE WEBSITE OR THE CONTENT RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, WE SHALL NOT BE RESPONSIBLE FOR THOSE COSTS UNLESS REQUIRED BY APPLICABLE LAWS.

THE WEBSITE MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS OR OMISSIONS. UNLESS REQUIRED BY APPLICABLE LAWS, WE ARE NOT RESPONSIBLE FOR ANY SUCH TYPOGRAPHICAL, TECHNICAL, OR PRICING ERRORS LISTED ON THE WEBSITE. THE WEBSITE MAY CONTAIN INFORMATION ON CERTAIN PRODUCTS AND SERVICES, NOT ALL OF WHICH ARE AVAILABLE IN EVERY LOCATION. A REFERENCE TO A PRODUCT OR SERVICE ON THE WEBSITE DOES NOT IMPLY THAT SUCH PRODUCT OR SERVICE IS OR WILL BE AVAILABLE IN YOUR LOCATION. WE RESERVE THE RIGHT TO MAKE CHANGES, CORRECTIONS, AND/OR IMPROVEMENTS TO THE WEBSITE AT ANY TIME WITHOUT NOTICE.

9. EXTERNAL SITES

The Website may contain links to third-party Website ("External Sites"). These links are provided solely as a convenience to you and not as an endorsement by us of the content on such External Sites. The content of such External Sites is developed and provided by others. You should contact the site administrator or webmaster for those External Sites if you have any concerns regarding such links or any content located on

such External Sites. We are not responsible for the content of any linked External Sites and do not make any representations regarding the content or accuracy of materials on such External Sites. You should take precautions when downloading files from all Websites to protect your computer from viruses and other destructive programs. If you decide to access linked External Sites, you do so at your own risk.

10. REPRESENTATIONS; WARRANTIES; AND INDEMNIFICATION

(a) If you are a Registered Student, you hereby represent, warrant, and covenant that:

- You own or have the necessary licenses, rights, consents, and permissions to all trademark, trade secret, copyright, or other proprietary, privacy, and publicity rights in and to your Registered Student Content and any other works that you incorporate into your Registered Student Content, and all the rights necessary to grant the licenses and permissions you grant hereunder;
- Use of your Registered Student Content in the manners contemplated in this Agreement shall not violate or misappropriate the intellectual property, privacy, publicity, contractual, or other rights of any third party; and
- You shall not submit to the Website any Registered Student Content that violates our Community Guidelines set forth above or any other term of this Agreement.

(b) You agree to defend, indemnify, and hold us and our officers, directors, employees, agents, successors, licensees, and assigns harmless from and against any damages, liabilities, losses, expenses, claims, actions, and/or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from: (i) your breach of this Agreement; (ii) your access to, use or misuse of the Content or the Website; and/or (iii) your violation of any third-party rights, including without limitation any copyright, trademark, property, publicity, or privacy right. We shall provide notice to you of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit, or proceeding. We reserve the right to assume the exclusive defense and control (at your expense) of any matter that is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting our defense of such matter.

11. COMPLIANCE WITH APPLICABLE LAWS

The Website is based in the United States. We make no claims concerning whether the Content may be downloaded, viewed, or be appropriate for use outside of the United States. If you access the Website or the Content from outside of the United States, you do so at your own risk. Whether inside or outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

12. TERMINATION OF THE AGREEMENT

We reserve the right, in our sole discretion, to restrict, suspend, or terminate this Agreement and your access to all or any part of the Website, at any time and for any reason without prior notice or liability. We reserve the right to change, suspend, or discontinue all or any part of the Website at any time without prior notice or liability.

13. DIGITAL MILLENNIUM COPYRIGHT ACT

Relay respects the intellectual property rights of others and attempts to comply with all relevant laws. We will review all claims of copyright infringement received and remove any Content deemed to have been posted or distributed in violation of any such laws.

Our designated agent under the Digital Millennium Copyright Act (the “Act”) for the receipt of any Notification of Claimed Infringement which may be given under that Act is as follows:

Relay Graduate School of Education
40 West 20th St.
New York, NY, 10011
pinbasekaran@relay.edu

If you believe that your work has been copied on the Website in a way that constitutes copyright infringement, please provide our agent with notice in accordance with the requirements of the Act, including (i) a description of the copyrighted work that has been infringed and the specific location on the Website where such work is located; (ii) a description of the location of the original or an authorized copy of the copyrighted work; (iii) your address, telephone number and e-mail address; (iv) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; (v) a statement by you, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner’s behalf; and (vi) an electronic or physical signature of the owner of the copyright or the person authorized to act on behalf of the owner of the copyright interest.

14. CONTROLLING LAW

This Agreement and any action related thereto will be governed by the laws of the State of New York without regard to its conflict of laws provisions.

15. EQUITABLE RELIEF

You acknowledge and agree that in the event of a breach or threatened violation of our intellectual property rights and confidential and proprietary information by you, we will suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement. We may, without waiving any other remedies under this Agreement, seek from any court having jurisdiction any interim, equitable, provisional, or injunctive relief that is necessary to protect our rights and property pending the outcome of the arbitration referenced above. You hereby irrevocably and unconditionally consent to the personal and subject matter jurisdiction of the federal and state courts in the State of New York, Borough of Manhattan for purposes of any such action by us.

16. MISCELLANEOUS

YOU AGREE THAT, UNLESS CONTRARY TO ANY APPLICABLE LAW, ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE WEBSITE, THE CONTENT, OR THIS AGREEMENT MUST BE COMMENCED BY YOU WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE SUCH CAUSE OF ACTION IS PERMANENTLY BARRED. If any provision of this Agreement is found to be invalid by any court having competent jurisdiction or terminated in accordance with the Termination provision above, the invalidity or termination of such provision shall not affect the validity of the following provisions of this Agreement,

which shall remain in full force and effect: “Intellectual Property,” “Registered Student Content; Licenses,” “Communications with Us,” “No Warranties; Limitation of Liability,” “Representations; Warranties; and Indemnification,” “Termination of the Agreement,” “Controlling Law,” “Binding Arbitration,” “Class Action Waiver,” “Equitable Relief,” and “Miscellaneous.”

Our failure to act on or enforce any provision of the Agreement shall not be construed as a waiver of that provision or any other provision in this Agreement. No waiver shall be effective against us unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. Except as expressly agreed by us and you in writing, this Agreement constitutes the entire Agreement between you and us with respect to the subject matter, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter. The section headings are provided merely for convenience and shall not be given any legal import. This Agreement will inure to the benefit of our successors, assigns, licensees, and sublicensees.

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