

## **Terms of Use of The DBQ Project (referred to herein as “DBQ Online or “DBQ”)**

PLEASE READ THIS TERMS OF USE POLICY FOR DBQ ONLINE CAREFULLY BEFORE USING THIS PLATFORM. THIS POLICY GOVERNS YOUR ACCESS TO AND USE OF DBQ ONLINE.

### **Summary of Users’ Obligations**

1. You agree not to violate any copyright or intellectual property rights of The DBQ Project or any third party and to follow all guidelines under the **Intellectual Property and Posting**.
2. You agree to all **Account Guidelines** including not sharing login credentials. You also agree not to use login credentials that are not your own.
3. You agree to use professional online conduct with the DBQ Online Platform and to abide by all the guidelines under **Online Conduct** and your District’s Acceptable Use Policy (AUP).
4. Please make sure to review all assignments given to students. As with all curriculum materials that deal with controversial topics, teachers assume responsibility for the types of documents and materials they share with their students.

### **General Agreement**

The terms of use set forth herein constitute an agreement between you and DBQ. By accessing the Site and using the Services you acknowledge that you have read, understood, and agree to be legally bound by these Terms of Use as well as the DBQ Privacy Policy available on DBQ Online. If you do not agree to any of these terms, then please do not use the Site or the Services. We reserve the right to modify and update these Terms of Use from time to time.

### **DBQ Services**

DBQ Online uses its proprietary methodology developed for The DBQ Project DBQs and Mini-Qs and has integrated them into a digital platform that retains and enhances our unique teaching techniques through digitized content, online annotations, online tools, and customizable assignments. These features allow teachers to interact with their students using classroom technology.

The DBQ Online platform allows teachers to model The DBQ Project methodology and create assignments for students enrolled in their class. Teachers have the ability to use DBQ Online to teach the DBQ methodology in an online environment. The platform includes both a Teacher mode and a Student mode that enable access to the same enhanced materials available in the DBQ print binders.

DBQ hereby grants you permission to use the Services as set forth in these Terms of Use, provided that: (i) your use of the Services is solely for educational use as an authorized teacher or student; (ii) you may not reproduce, use, sell, transmit, publish, broadcast, create instructional videos or otherwise disseminate or distribute any materials from the Site to anyone, including but not limited

to teachers and students in the same school or other organizations, whether or not for a charge or other consideration, in any form or format without prior written authorization by The DBQ Project; (iii) you will comply with the terms outlined in the Terms of Use, as well as any applicable state and federal laws, including the Children’s Online Privacy Protection Act (COPPA).

### **Intellectual Property and Posting**

The Site and the Services contain material, such as software, text, graphics, images, sound recordings, audiovisual works, and other material provided by or on behalf of DBQ Online (collectively referred to as the “DBQ Online Content”). The DBQ Online Content is owned by us or our licensors, and is protected under both United States and foreign laws. The DBQ Online Content includes trademarks, service marks, and logos of DBQ Online and its licensors used and displayed on the Site, which are registered and/or unregistered trademarks or service marks of DBQ Online or its licensors.

Except as otherwise provided in these Terms of Use, you shall have no rights in or to the DBQ Online Content, and you must not:

- Post materials from the Site, nor answers to any homework or test questions provided by the Site to newsgroups, mail lists, electronic bulletin boards, homework sites, content aggregators, file storage services or any other online destination. For example, the posting of any DBQ Project materials on a website such as “TeachersPayTeachers.com,” “YouTube,” “Vimeo,” “Prezi” or any other public site, including your school website, would constitute a material breach of these Terms of Use and an actionable infringement upon the intellectual property rights of The DBQ Project.
- Post any of the following materials on any internal network location outside of the DBQ Online platform:
  - Documents (charts, graphs, photographs, text within documents)
  - Teacher’s Tool Kit
  - Literacy Strategies
  - Professional Development Videos
  - Screencasts and FAQs
  - Screenshots of Documents and Background Essays
  - Sample Essays
  - Bucket Page
  - Background Essays
  - Or any other DBQ Project Print or DBQ Online Content
- Remove any copyright or other proprietary notices contained in the original DBQ Online Content on any copy you make of the DBQ Online Content;
- Sell, transfer, assign, license, sublicense, or modify the DBQ Online Content or use the DBQ Online Content for any public or commercial purpose;

- Use or post the DBQ Online Content on any other website or in a networked computer environment;
- Use DBQ Online to violate any laws in your jurisdiction or the jurisdiction of the United States. You may not post any content that constitutes personal information of students (as defined by COPPA), violates the copyright, trademark or other intellectual property rights of DBQ or a third party;

DBQ Online respects the intellectual property of others, and we ask you and our other users to do the same. DBQ Online may disable and/or terminate a user's account and notify school administrators if we determine that the user is violating applicable copyright or other intellectual property rights of DBQ Online or any other third party.

**Posting.** The DBQ Online platform gives the right to teachers and students to download answers to embedded questions, document analysis sheets, outlines and student essays. This work can be shared with teachers and other students in the same classroom, but cannot be posted on the public sites. If The DBQ Project finds this restricted material on public sites, Districts will be asked to remove it and repeated offense may lead to termination of accounts.

### **Account Guidelines**

**YOU UNDERSTAND THAT LOGIN CREDENTIALS MAY NOT BE SHARED WITH OTHERS OR OTHERWISE DISCLOSED TO UNAUTHORIZED THIRD PARTIES FOR ANY PURPOSE WHATSOEVER.** Compliance with the following guidelines is mandatory:

- You are solely responsible for the confidentiality of your user account, as well as for its use and misuse. You will promptly inform us of any need to deactivate a user name or password. DBQ reserves the right to delete or change your user name and/or password at any time should we in our sole discretion deem such action to be necessary.
- You are responsible for all transactions that occur from within your account or under your screen name. You are responsible for keeping your password secure. You must immediately notify The DBQ Project of any breach of security or unauthorized use of your account. The DBQ Project is not liable for losses caused by unauthorized use of your account. You, however, may be liable to The DBQ Project or others for such unauthorized use.
- The use of the Services requires the creation of a personal account. You may never use another user's account. You may never share your account information with another user.
- You will not impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity.

## Online Conduct

You must exhibit professional online conduct when using DBQ Online including the following:

- You agree not to employ automated systems (including crawlers, spiders, robots, etc.) that send more requests to [www.dbqonline.com](http://www.dbqonline.com) and [www.dbqproject.com](http://www.dbqproject.com) servers than possible to do by a human using a conventional web-browser in the same amount of time.
- You may not use DBQ Online for any illegal, illicit, or unauthorized purposes. Users agree to comply with all local laws and school acceptable use policies regarding online conduct and acceptable content. International users, outside of the United States, agree to comply with all local laws and schools acceptable use policies regarding online conduct and acceptable content usage.
- You will not interfere with or attempt to interrupt the proper operation of the Site, or the Services 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 Site, or the Services through hacking, password or data mining, or any other means.
- You agree not to modify, adapt, or impair any service on DBQ Online or its derivative products or services. Additionally, you agree not to falsely imply association with The DBQ Project or DBQ Online.
- You may not transmit any code, worms, or viruses or destructive code to the DBQ Online Service or to hosts such code on this web services.
- You will not spam or use the Site, or the Services to engage in any commercial activities, including, without limitation, raising money; advertising or promoting a product, service, website, or company; or engaging in any pyramid or other multi-tiered marketing scheme;

Teacher Generated Content. This Site is to be used strictly to host DBQ Project proprietary educational materials and is not designed to accept any contributions from the users hereof. Therefore, you may not post content through DBQ Online Services (hereinafter, “Teacher Generated Content”). You should only post content that is your own original work. The views and opinions expressed in any third party content do not necessarily reflect the views of The DBQ Project and users who post content shall be solely responsible for such content. DBQ Project does not prescreen user content. Therefore, Teachers who use the text box to add comments to certain materials are expected to adhere to standards of good taste and professionalism and must refrain from posting inappropriate comments that may be read by students. Accordingly, The DBQ Project reserves the right to remove Teacher Generated Content that does not adhere to our Terms of Use Guidelines, or that is offensive or otherwise unacceptable to us in our sole discretion.

Schools and Districts are responsible for any and all content (data, text, information, screen name, graphics, photos, profiles, audio, video clips, links, or any information that you contribute to the DBQ Online Service) that you submit, post, create, and display on DBQ Online. Acceptable Use Policies are the responsibility of the district when it comes to teacher and student use of the Site.

Students must abide by their District's Acceptable Use Policy in the use of DBQ Online. The DBQ Project is not responsible for any inappropriate content posted on DBQ Online by the student user. Students must not share passwords or use other teacher or student's accounts.

Any violation of the foregoing requirements will warrant your immediate removal from the DBQ Online site and will be reported to your District. It is important to review these over time. Your cooperation is appreciated.

### **Compliance with Applicable Laws**

You are solely responsible for ensuring compliance with the laws of your specific jurisdiction and the jurisdiction of the United States, including COPPA.

### **Changes in Terms of Use and Service and Termination**

The DBQ Project reserves the right to modify or terminate the Services for any reason, without notice, at any time.

DBQ Online reserves the right to refuse service to anyone, for any reason, at any time.

We may terminate these Terms of Use and your access to all or any part of the Site, or the Services 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 Site, or the Services at any time without prior notice or liability.

DBQ Online reserves the right to remove any user's account containing Content, which in its sole judgment, may be unlawful, offensive, inappropriate for students, threatening, libelous, defamatory, obscene or otherwise objectionable or violates intellectual property rights or violates the Terms of Use.

### **LIMITED WARRANTY**

DBQ represents that it is the bona fide owner of the DBQ Materials and has the legal right and authority to provide the Services to Authorized Users as set forth in these Terms of Use. EXCEPT AS STATED ABOVE, DBQ PROVIDES NO OTHER WARRANTY OF ANY KIND, EITHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. Exclusion for Specific Jurisdictions. Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to You.

## **Disclaimer and Limitation of Liability**

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IN NO EVENT SHALL ANY DBQ ONLINE PARTY BE LIABLE FOR SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, REVENUES OR SAVINGS, EVEN IF SUCH DBQ ONLINE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. IN NO EVENT SHALL THE TOTAL CUMULATIVE LIABILITY OF THE DBQ ONLINE PARTIES FOR DIRECT DAMAGES ARISING UNDER THESE TERMS OF USE OR RELATING THERETO, EXCEED ONE HUNDRED DOLLARS (\$100). BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR NEGLIGENCE, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES, IN SUCH JURISDICTIONS OUR LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

## **INDEMNIFICATION**

You agree to defend, indemnify, defend and hold the DBQ Online Parties harmless from and against any and all claims, actions, or demands and relating costs, damages and liability (including, without limitation, reasonable attorneys’ fees) arising or resulting from: (i) your breach of these Terms of Use; (ii) your access to, use, or misuse of the Site, or the Services; (iii) any Teacher

General Content provided through your account; (iv) your violation of any third-party right, including without limitation any copyright, trademark, property, or privacy right; and (v) any claims brought against DBQ Online Parties by a Student as a result of any of your acts or omissions.

Questions or comments regarding DBQ Online, including any reports of non-functioning links, should be submitted using our email address [support@dbqproject.com](mailto:support@dbqproject.com) or via U.S. mail to The DBQ Project, 1234 Sherman Suite 100, Evanston, IL 60202. We will respond in a timely manner.