



Website Terms of Use

Last Updated: March 4, 2022 (prior version effective March 8, 2013)

PLEASE READ THIS AGREEMENT CAREFULLY. IT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THIS WEBSITE.

THESE TERMS OF USE DO NOT GOVERN THE PURCHASE OR LICENSING OF THE HMH PRODUCTS AND SERVICES THAT MAY BE LINKED TO OR FROM THIS SITE OR THAT MAY OTHERWISE BE AVAILABLE FOR PURCHASE FROM HMH. TERMS APPLICABLE TO THE PURCHASE OF PRODUCTS/AND OR SERVICES CAN BE FOUND AT: [/terms](#).

You have arrived at an online service location (e.g., web site or mobile app (each, a "Site")) that is owned and/or operated by HMH Education Company ("HMH," "we," "our" or "us"). These Website Terms of Use ("Terms") govern your use of any Site that posts a link to these Terms (including both mobile and online versions), and also applies to all features, widgets, plug-ins, applications, content, downloads and/or other services that are owned and controlled by us and that are available through or interact with a Site, and/or that post or link to these Terms (collectively, the "Service(s)"), regardless of how you access or use it, whether via computer, mobile device or otherwise. By using the Service, you acknowledge and accept these Terms, consent to our [Privacy Policy](#), including the collection and use of your data in accordance therewith, and agree to use this Site in a manner consistent with all applicable laws and regulations. If you do not agree, you must not use the Service.

If you are under the age of majority in your jurisdiction of residence, you may use the Service only with involvement of a parent or guardian who agrees to these Terms and to be responsible for your use.

1. Site Content, Ownership, Limited License, and Reservation of Rights.

Content. The Service contains a variety of: (i) materials and other items relating to HMH and its products and services, and similar items from our licensors and other third parties, including all layout, information, text, data, files, images, scripts, designs, graphics, button icons, instructions, illustrations, photographs, articles, books, audio clips, music, sounds, pictures, videos, advertising copy, URLs, technology, software, interactive features, the "look and feel" of the Service, and the compilation, assembly, and arrangement of the materials of the Service and any and all copyrightable material (including source and object code); (ii) trademarks, logos, trade names, service marks, and trade identities of various parties, including those of HMH (collectively, "[Trademarks](#)"); and (iii) other forms of intellectual property (all of the foregoing, collectively "[Content](#)").

Ownership. The Service and the Content are owned or controlled by HMH and our licensors and certain other third parties. All right, title, and interest in and to the Content available via the Service is the property of HMH or our licensors or certain other third parties, and is protected by U.S. and international copyright, trademark, patent, or other intellectual property rights and laws to the

fullest extent possible. HMH owns the copyright in the selection, compilation, assembly, arrangement, and enhancement of the Content on the Service.

Limited License. Subject to your compliance with these Terms, HMH grants you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to download (temporary storage only), display, view, use and/or play the Content (excluding source and object code in raw form or otherwise, other than as made available to access and use to enable display and functionality) ("HMH Licensed Elements") on a personal computer, mobile phone or other wireless device, or other Internet enabled device and/or print one copy of the Content for your personal, non-commercial use only, but only for such purposes as may be explicitly stated at the time that the HMH Licensed Elements are made available on the Service; but we and our licensors and certain other third parties, as the case may be, retain ownership of such HMH Licensed Elements. The foregoing limited license (i) does not give you any ownership of, or any other intellectual property interest in, any Content, and (ii) may be immediately suspended or terminated for any reason, in HMH's sole discretion, and without advance notice or liability.

Reservation of All Rights Not Granted as to Content and Service. These Terms include only narrow, limited grants of rights to Content and to use and access the Service. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. All rights not expressly granted to you are reserved by HMH and its licensors and other third parties. ***Any unauthorized use of any Content or the Service for any purpose is prohibited.***

2. RESTRICTIONS AND TERMINATION

Service Use Restrictions. You agree that you will not: (i) use any meta tags or any other "hidden text" utilizing any HMH Trademarks or trade names; (ii) engage in any activities through or in connection with the Service that seek to attempt to or do harm any individuals or entities or are unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that violate any right of any third party, or are otherwise objectionable to HMH; (iii) to the maximum extent permitted by applicable law, reverse engineer, decompile, disassemble, reverse assemble, or modify any Service source or object code or any software or other products, services, or processes accessible through any portion of the Service; (iv) engage in any activity that interferes with a user's access to the Service or the proper operation of the Service, or otherwise causes harm to the Service, HMH, or other users of the Service; (v) interfere with or circumvent any security feature of the Service or any feature that restricts or enforces limitations on use of or access to the Service or the Content; (vi) harvest or otherwise collect or store any information (including personally identifiable information about other users of the Service, including e-mail addresses, without the express consent of such users); (vii) attempt to gain unauthorized access to the Service, other computer systems or networks connected to the Service, through password mining or any other means; or (viii) otherwise violate these Terms.

Content Use Restrictions. You also agree that, in using the Service: (i) you will not monitor, gather, copy, or distribute the Content (except as may be a result of standard search engine activity or use of a standard browser) on the Service by using any robot, rover, "bot", spider, scraper, crawler, spyware, engine, device, software, extraction tool, or any other automatic device, utility, or manual process of any kind; (ii) you will not frame or utilize framing techniques to enclose any such Content (including any images, text, or page layout); (iii) you will keep intact all Trademark, copyright, and

other intellectual property notices contained in such Content; (iv) you will not use such Content in a manner that suggests an unauthorized association with any of our or our licensors' products, services, or brands; (v) you will not make any modifications to such Content; (vi) you will not copy, modify, reproduce, archive, sell, lease, rent, exchange, create derivative works from, publish by hard copy or electronic means, publicly perform, display, disseminate, distribute, broadcast, retransmit, circulate or transfer to any third party or on any third-party application or web site, or otherwise use or exploit such Content in any way for any purpose except as specifically permitted by these Terms or with the prior written consent of an officer of HMH or, in the case of Content from a licensor, the owner of the Content; and (vii) you will not insert any code or product to manipulate such Content in any way that adversely affects any user experience.

Termination of Service and Content. HMH may immediately suspend or terminate the availability of the Service and Content (and any elements and features of them), in whole or in part, for any reason, in HMH's sole discretion, and without advance notice or liability.

3. Procedure For Alleging Copyright Infringement

DMCA Notice. HMH will respond appropriately to notices of alleged copyright infringement that comply with the U.S. Digital Millennium Copyright Act ("DMCA"), as set forth below. If you own a copyright in a work (or represent such a copyright owner) and believe that your (or such owner's) copyright in that work has been infringed by an improper posting or distribution of it via the Service, then you may send us a written notice that includes all of the following:

- i. a legend or subject line that says: "DMCA Copyright Infringement Notice";
- ii. a description of the copyrighted work that you claim has been infringed or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
- iii. a description of where the material that you claim is infringing or is the subject of infringing activity is located that is reasonably sufficient to permit us to locate the material (please include the URL of the Service on which the material appears);
- iv. your full name, address, telephone number, and e-mail address;
- v. a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- vi. a statement by you, made under penalty of perjury, that all the information in your notice is accurate, and that you are the copyright owner (or, if you are not the copyright owner, then your statement must indicate that you are authorized to act on the behalf of the owner of an exclusive right that is allegedly infringed); and
- vii. your electronic or physical signature.

HMH will only respond to DMCA Notices that it receives by mail or e-mail at the addresses below:

By Mail: HMH Education Company, 125 High Street, Boston, Massachusetts 02110; Attn: DMCA Agent/Legal

By E-Mail: copyright@hnhco.com

4. Links By You To the Service

We grant you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to create hyperlinks to the Service, so long as: (a) the links only incorporate text, and do not use any trademarked logos or graphics that are owned by or licensed to HNH, (b) the links and the content on your web site do not suggest any affiliation with HNH or cause any other confusion, and (c) the links and the content on your web site do not portray HNH or its products or services in a false, misleading, derogatory, or otherwise offensive matter, and do not contain content that is unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that violate any right of any third party or are otherwise objectionable to HNH. HNH reserves the right to suspend or prohibit linking to the Service for any reason, in its sole discretion, without advance notice or any liability of any kind to you or any third party.

5. LINKS TO OTHER WEBSITES:

Third-Party Content and Sites; Advertisements. The Service may contain links to third-party sites that are not owned, controlled or operated by HNH, and the Service may also include third-party ads, tools and/or other content that link to third-party sites (collectively, "Third-Party Sites"), including services operated by advertisers, licensors, licensees, and certain other third parties who may have business relationships with HNH. We may also host our content, apps and tools on Third-Party Sites. HNH may have no control over the content, operations, policies, terms, or other elements of Third-Party Sites, and HNH does not assume any obligation to review any Third-Party Sites. HNH does not endorse, approve, or sponsor any Third-Party Sites, or any third-party content, advertising, information, materials, products, services, or other items. Furthermore, HNH is not responsible for the quality or delivery of the products or services offered, accessed, obtained by or advertised at such sites. Finally, HNH will under no circumstances be liable for any direct, indirect, incidental or special loss or other damage, whether arising from negligence, breach of contract, defamation, infringement of copyright or other intellectual property rights, caused by the exhibition, distribution or exploitation of any information or content contained within these Third-Party Sites. Any activities in which you engage in connection with any of the same are subject to the privacy and other policies, terms and conditions of use and/or sale, and rules issued by the operator of the Third-Party Sites. HNH disclaims all liability in connection therewith.

Dealings with Third Parties. Any interactions, correspondence, transactions, and other dealings that you have with any third parties found on or through the Service (including on or via Third-Party Sites) are solely between you and the third party (including issues related to content, payments, delivery of goods, warranties (including product warranties), privacy and data security, and the like). HNH disclaims all liability in connection therewith.

6. Dispute Resolution

To the fullest extent permitted by applicable law, if any controversy, allegation, or claim (including any non-contractual claim) arises out of or relates to the Service, the Content, these Terms, whether heretofore or hereafter arising or to any of HNH's actual or alleged intellectual property rights (collectively, a "Dispute"), then the parties agree that the state or federal courts in Suffolk

County, Massachusetts shall have exclusive jurisdiction of any Dispute, unless otherwise required by applicable laws of your jurisdiction of residence.

Applicable Law: To the maximum extent permitted by the mandatory laws in your country of residence, these Terms and any Dispute arising out of or in connection with them (including non-contractual disputes), will be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, without regard to its conflicts of law provisions.

7. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

YOUR ACCESS TO AND USE OF THE SERVICE IS AT YOUR SOLE RISK.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED ON AN "AS IS", "AS AVAILABLE", AND "WITH ALL FAULTS" BASIS. Therefore, to the fullest extent permissible by law, HMH and its subsidiaries and each of their respective employees, directors, members, managers, shareholders, agents, vendors, licensors, licensees, contractors, customers, successors, and assigns (collectively, "HMH Parties") hereby disclaim and make no representations, warranties, endorsements, or promises, express or implied, as to:

1. the Service (including the Content);
2. the functions, features, or any other elements on, or made accessible through, the Service;
3. any products, services, or instructions offered or referenced at or linked through the Service;
4. whether the Service or the servers that make the Service available are free from any harmful components (including viruses, Trojan horses, and other technologies that could adversely impact your device);
5. whether the information (including any instructions) on the Service is accurate, complete, correct, adequate, useful, timely, or reliable;
6. whether any defects to or errors on the Service will be repaired or corrected;
7. whether your access to the Service will be uninterrupted;
8. whether the Service will be available at any particular time or location; and
9. whether your use of the Service is lawful in any particular jurisdiction.

EXCEPT FOR ANY SPECIFIC WARRANTIES PROVIDED HEREIN, HMH PARTIES HEREBY FURTHER DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION, AND FREEDOM FROM COMPUTER VIRUS. Some jurisdictions limit or do not allow the disclaimer of implied or other warranties so the above disclaimers may not apply to the extent such jurisdictions' laws are applicable, and you may have additional rights.

8. LIMITATIONS OF OUR LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL ANY HMM PARTIES BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGES OF ANY KIND, including personal injury or death or for any direct, indirect, economic, exemplary, special, punitive, incidental, or consequential losses or damages of any kind including without limitation loss of profits that are directly or indirectly related to:

1. the Service (including the Content);
2. your use of or inability to use the Service, or the performance of the Service;
3. any action taken in connection with an investigation by HMM Parties or law enforcement authorities regarding your access to or use of the Service;
4. any action taken in connection with copyright or other intellectual property owners or other rights owners;
5. any errors or omissions in the Service's technical operation; or
6. any damage to any user's computer, hardware, software, modem, or other equipment or technology, including damage from any security breach or from any virus, bugs, tampering, fraud, error, omission, interruption, defect, delay in operation or transmission, computer line, or network failure or any other technical or other malfunction, including losses or damages in the form of lost profits, loss of goodwill, loss of data, work stoppage, accuracy of results, or equipment failure or malfunction.

The foregoing limitations of liability will apply even if any of the foregoing events or circumstances were foreseeable and even if HMM Parties were advised of or should have known of the possibility of such losses or damages, regardless of whether you bring an action based in contract, negligence, strict liability, or tort (including whether caused, in whole or in part, by negligence, acts of god, telecommunications failure, or destruction of the Service).

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages of the sort that are described above, so the above limitation or exclusion may not apply to you, and you may have additional rights.

9. Waiver of Injunctive or Other Equitable Relief

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IF YOU CLAIM THAT YOU HAVE INCURRED ANY LOSS, DAMAGES, OR INJURIES IN CONNECTION WITH YOUR USE OF THE SERVICE, THEN YOU AGREE THAT THE LOSSES, DAMAGES, AND INJURIES WILL NOT BE IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION OR TO OTHER EQUITABLE RELIEF OF ANY KIND, THAT YOU WILL NOT SEEK, AND THAT YOU WILL NOT BE PERMITTED TO OBTAIN, ANY SUCH RELIEF.

10. **Indemnity.** You agree to, and you hereby, defend, indemnify, and hold HMM Parties harmless from and against any and all claims, damages, losses, costs, investigations, liabilities, judgments, fines, penalties, settlements, interest, and expenses (including attorneys' fees) that directly or indirectly arise from or are related to any claim, suit, action, demand, or proceeding made or brought against any HMM Party, or on account of the

investigation, defense, or settlement thereof, arising out of or in connection with, whether occurring heretofore or hereafter: (i) your use of the Service and your activities in connection with the Service; (ii) your breach or alleged breach of these Terms; (iii) your violation or alleged violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities in connection with your use of the Service or your activities in connection with the Service; (iv) information or material transmitted through your device, even if not submitted by you, that infringes, violates, or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy, or other right of any person or entity; and (v) any misrepresentation made by you (all of the foregoing, "Claims and Losses"). You will cooperate as fully required by HMH Parties in the defense of any Claim and Losses. Notwithstanding the foregoing, HMH Parties retain the exclusive right to settle, compromise, and pay any and all Claims and Losses. HMH Parties reserve the right to assume the exclusive defense and control of any Claims and Losses. You will not settle any Claims and Losses without, in each instance, the prior written consent of an officer of a HMH Party.

11. Updates to Terms.

These Terms, in the form posted at the time of your use of the Services, shall govern such use. The Terms may be modified and we may cease offering the Service under the Terms for which they were previously offered. Accordingly, each time you use the Service you are entering into a new agreement with us on the then applicable Terms posted on the Site, and your use of the Service after such posting constitutes your agreement to the updated Terms going forward. You can reject any new, revised or additional Terms by discontinuing use of the Service and related services.

12. General Provisions

Severability; Interpretation. If any provision of these Terms is for any reason deemed invalid, unlawful, void, or unenforceable by a court or arbitrator of competent jurisdiction, then that provision will be deemed severable from these Terms and the invalidity of the provision will not affect the validity or enforceability of the remainder of these Terms. To the extent permitted by applicable law, you agree to waive, and you hereby waive, any applicable statutory and common law that may permit a contract to be construed against its drafter. Wherever the word "including" is used in these Terms, the word will be deemed to mean "including, without limitation,".

Investigations; Cooperation with Law Enforcement; Termination; Survival. HMH reserves the right, without any limitation, to: (i) investigate any suspected breaches of its Service security or its information technology or other systems or networks, (ii) investigate any suspected breaches of these Terms, (iii) investigate any information obtained by HMH in connection with reviewing law enforcement databases or complying with criminal laws, (iv) involve and cooperate with law enforcement authorities in investigating any of the foregoing matters, (v) prosecute violators of these Terms, and (vi) discontinue the Service, in whole or in part, or suspend or terminate your access to it, in whole or in part, at any time, without notice, for any reason and without any obligation to you or any third party. Any suspension or termination will not affect your obligations to HMH under these Terms. Upon suspension or termination of your access to the Service, or upon notice from HMH, all rights granted to you under these Terms will cease immediately, and you agree that you will immediately discontinue use of the Service. The provisions of these Terms, which by

their nature should survive your suspension or termination will survive, including the rights and licenses you grant to HMH in these Terms, as well as the indemnities, releases, disclaimers, and limitations on liability and the provisions regarding jurisdiction and choice of law.

Assignment. HMH may assign its rights and obligations under these Terms, in whole or in part, to any party at any time without notice. These Terms may not be assigned by you, and you may not delegate your duties under them, without the prior written consent of an officer of HMH.

No Waiver. Except as expressly set forth in these Terms, (i) no failure or delay by you or HMH in exercising any of rights, powers, or remedies under will operate as a waiver of that or any other right, power, or remedy, and (ii) no waiver or modification of any term of these Terms will be effective unless in writing and signed by the party against whom the waiver or modification is sought to be enforced.

U.S. Government Restricted Rights. If you are a U.S. government end user, then this provision applies to you. The Service provided in connection with these Terms has been developed entirely at private expense, as defined in FAR section 2.101, DFARS section 252.227-7014(a)(1) and DFARS section 252.227-7015 (or any equivalent or subsequent agency regulation thereof), and is provided as "commercial items," "commercial computer site" and/or "commercial computer site documentation." Consistent with DFARS section 227.7202 and FAR section 12.212 and to the extent required under U.S. federal law, the minimum restricted rights as set forth in FAR section 52.227-19 (or any equivalent or subsequent agency regulation thereof), any use, modification, reproduction, release, performance, display, disclosure or distribution thereof by or for the U.S. Government shall be governed solely by these Terms and shall be prohibited except to the extent expressly permitted by these Terms.

Connectivity. You are responsible for obtaining and maintaining all devices and other equipment and software, and all internet service provider, mobile service, and other services needed for your access to and use of the Service and you will be responsible for all charges related to them.

13. Terms Applicable for Apple iOS.

If you are accessing or using the Service through an Apple device, the following additional terms and conditions are applicable to you and are incorporated into the Terms by this reference:

To the extent that you are accessing the Service through an Apple device, you acknowledge that these Terms are entered into between you and HMH and, that Apple, Inc. ("Apple") is not a party to these Terms other than as third-party beneficiary as contemplated below.

- i. The license granted to you in Section 1 of these Terms is subject to the permitted Usage Rules set forth in the App Store Terms of Service (see: <http://www.apple.com/legal/itunes/us/terms.html>) and any third party terms of agreement applicable to the Service.
- ii. You acknowledge that HMH, and not Apple, is responsible for providing the Service and Content thereof.
- iii. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance any support services to you with respect to the Service.

- iv. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Service.
- v. Notwithstanding anything to the contrary herein, and subject to the terms in these Terms, you acknowledge that, solely as between Apple and HMH, HMH, and not Apple is responsible for addressing any claims you may have relating to the Service, or your possession and/or use thereof, including, but not limited, to: (i) product liability claims, (ii) any claim that the Service fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- vi. Further, you agree that if the Service, or your possession and use of the Service, infringes on a third party's intellectual property rights, you will not hold Apple responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claims.
- vii. You acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms, and that, upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof.
- viii. When using the Service, you agree to comply with any and all third-party terms that are applicable to any platform, web site, technology or service that interacts with the Service.