

## CAREER CONNECT TERMS OF USE

Effective Date: December 16, 2024

Career Connect is a platform designed by Discovery Education, Inc. (“DE”) to connect educators with volunteer speakers, who are members of subscribing organizations, for virtual workforce-readiness presentations. Participating organizations provide their employees or members with access to Career Connect, enabling them to volunteer as speakers and share their professional expertise with classrooms. Some Discovery Education curriculum subscriptions include access to Career Connect. On Career Connect educators can browse volunteer profiles, request speakers, and schedule sessions tailored to their classroom’s needs. Volunteer speakers manage their participation by creating profiles, sharing their professional expertise, and accepting or declining invitations to present to classrooms. All sessions are initiated and moderated by educators. Students do not directly interact with Career Connect or volunteers outside of these educator-facilitated sessions.

Please read these terms of use (“**Terms of Use**”) carefully. These Terms of Use govern your access to and use of Career Connect, as provided by DE. All references to “**you**” and “**your**” in these Terms of Use mean the person accepting these Terms of Use as an individual or the legal entity for which the representative is acting, as appropriate.

### **1. ELIGIBILITY; RESTRICTION ON USE BY CHILDREN**

- 1.1. **Eligibility.** By accessing Career Connect, you affirm that you are of legal age to enter into these Terms of Use and to use Career Connect. If you are an educator accessing Career Connect, you represent that you will supervise and guide any classroom discussions and communications hosted in connection with Career Connect.
- 1.2. **Restrictions on Use by Children.** Career Connect is not intended for use by individuals under the age of eighteen (18) years old. By accessing Career Connect, you represent that you are not under the age of eighteen (18) years old.
- 1.3. **Educator Access Contingent on Subscription and School Settings.** Access to Career Connect is only available to educators, provided their school subscribes to Discovery Education services and has chosen to enable Career Connect. Access to Career Connect is only available to volunteer speakers, provided their employer or sponsoring organization subscribes to Career Connect. Authorized personnel for school clients may opt to disable Career Connect at any time, which will prevent their educators from accessing the platform.
- 1.4. **Violations.** DE reserves the right to suspend or terminate your access to Career Connect for any violation of these Terms of Use.

### **2. ACCOUNT INFORMATION; SHARING**

- 2.1. **Registration; Username and Passwords.** You may be required to provide information about yourself to register for and access or use Career Connect (“**Customer Data**”). You represent and warrant that any such Customer Data is and will remain accurate and complete, and that DE has no liability whatsoever for errors and omissions in your Customer Data. You may also be asked to choose a username and password to access or use Career Connect. You are entirely responsible for maintaining the security of your username and password, and you agree not to disclose or make your username or password accessible to any third party. In connection with your Career Connect account, you will have the ability to create an online profile, which may include, without limitation, your name, photo, job title, location, biography, and availability for scheduling, which may be viewable by other Career Connect users.
- 2.2. **Prohibition on Sharing.** You may not share an account or any user rights with any other individual. You may not share any login credentials or passwords regarding the foregoing with any other individual. You acknowledge that sharing of any such rights is strictly prohibited. Your right to use or access Career Connect is personal to you and not assignable or transferable.

### 3. ACCESS AND USE; SOFTWARE LICENSE

3.1. **Access and Use; Software License.** Subject to the Terms of Use and any other agreements you have with DE, you are hereby granted a limited, non-transferable, and revocable license to access and use Career Connect during the Term.

3.2. **Ownership.** You also acknowledge that you have neither obtained nor will obtain any ownership or other right, title, or interest in or to Career Connect. Without limiting the generality of the foregoing, DE owns all rights, title, and interest in and to all upgrades, enhancements, new releases, changes, and modifications to Career Connect, together with all ideas, architecture, algorithms, models, processes, techniques, user interfaces, database design and architecture, and “know-how” embodying Career Connect. Under no circumstances will you be deemed to receive, have, or be granted title to all or any portion of Career Connect, title to which at all times vests exclusively in DE.

### 4. VOLUNTEER CONDUCT AND VIRTUAL SESSION GUIDELINES

4.1. **Volunteer Conduct.** Volunteers using Career Connect agree to adhere to the following standards:

- 4.1.1. Volunteers affirm that they have no legal restrictions (e.g., active criminal convictions, restraining orders) that would prevent their participation.
- 4.1.2. Volunteers agree to provide accurate and truthful information in their profiles and to uphold professional standards during all Career Connect interactions.
- 4.1.3. Volunteers must avoid sharing content that is inappropriate, irrelevant, or inconsistent with the educational goals of Career Connect. Examples of inappropriate content include, but are not limited to, sexually explicit material, hate speech or discriminatory language, political advocacy or partisan content, promotion of firearms or weapons, depictions of alcohol, tobacco, or drug use, or any content involving illegal activities or unlawful conduct.

4.2. **Virtual Session Guidelines.** All classroom sessions facilitated through Career Connect must adhere to the following guidelines.

- 4.2.1. Sessions must be initiated and moderated by educators. Volunteers may only interact with classrooms during these educator-facilitated sessions.
- 4.2.2. Recording sessions is prohibited unless all participants (including educators, volunteers, parents, and students) provide explicit, written consent in advance.
- 4.2.3. Volunteers must ensure their presentations are professional, educational, and aligned with classroom goals as specified by the educator.
- 4.2.4. Volunteers must follow all technical and safety protocols required for using Career Connect, including using approved videoconferencing settings and refrain from sharing links or other materials during the presentation that have not been pre-approved by the educator.

### 5. RESPONSIBILITY FOR END USERS

5.1. **Violations by End Users or Third Parties.** DE assumes no responsibility or liability for violations of these Terms of Use by you or any other third party that you allow, directly or indirectly, to access Career Connect and accepts no liability for your interactions with other users.

5.2. **Liability for Content and Data.** Under no circumstances will DE be liable in any way for any data or other content viewed or displayed while using Career Connect, including any errors or omissions in any such data or other content, or any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to any data or other content.

5.3. **Investigation of Use.** DE may investigate any complaints and violations that come to our attention and may take any action, in its sole discretion, including notifying the organization through which your access to Career Connect is granted, issuing warnings, suspending or disconnecting Career Connect, removing the applicable data or other content, terminating accounts or user profiles, or taking other reasonable actions.

**5.4. System Requirements; Changes.** Your use of Career Connect may require one or more compatible devices, Internet access, and certain third-party software. You may be required to obtain, install, and download updates or upgrades from time to time for Career Connect or third-party software, which may result in additional costs to you. Because use of Career Connect involves hardware, software, and Internet access, your ability to access and use Career Connect may be affected by the performance of the foregoing. You are solely responsible for any fees that may apply to your access to or use of Career Connect, including fees for hardware, software, or Internet access. You agree that the foregoing requirements are your responsibility, and DE may, in its sole discretion, discontinue availability or compatibility of Career Connect on a particular operating system, device, or platform.

**6. GENERAL PROHIBITED USES.** Users of Career Connect must not engage in any activity that: (1) modifies, disassembles, decompiles, reverse engineers, or attempts to gain access to the underlying technology of Career Connect, including source code, processes, or databases; (2) uploads or transmits harmful software, content, or code intended to disrupt or damage Career Connect, its servers, or users; (3) overloads, impairs, or interferes with the platform, its networks, or DE's security systems; (4) records or shares session content without obtaining explicit, written consent from all participants; (5) uses Career Connect to develop, market, or produce a competing service or product; (6) promotes products, services, or agendas unrelated to the educational goals of Career Connect; (7) solicits students, teachers, or corporations for personal or commercial gain; (8) violates applicable laws, including anti-spam, intellectual property, privacy, anti-bribery, foreign corrupt practices, and child protection laws; (9) misrepresents identity, credentials, or intentions in any profile or interaction; (10) transmits harassing, libelous, obscene, or otherwise unlawful material; (11) violates school or district policies related to procurement, content, or technology use; (12) engages in unauthorized marketing, political campaigning, or any behavior inconsistent with school or district rules; (13) removes, alters, or obscures rights notices or intellectual property details associated with Career Connect; and (14) shares or sublicenses access to Career Connect without authorization from DE.

**7. DATA PRIVACY**

7.1. **Privacy Policy.** DE's processing of personal information (i.e., information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular person) is described in our Privacy Notice at <https://www.discoveryeducation.com/legal/privacy/career-connect>. The parties agreed to be bound by the terms of our Data Processing Addendum <https://www.discoveryeducation.com/legal/dpa/career-connect> which is incorporated herein by reference.

7.2. **De-identified and aggregated data.** DE may de-identify and aggregate technical and other data about your and your end users use of Career Connect ("Aggregated Data"). DE may use the Aggregated Data for any lawful purpose including to, but not limited to, assess, improve, develop, support, and operate Career Connect, research and marketing purposes, and generate industry benchmarks or best practices guidance, recommendations, or similar reports.

**8. TERM; TERMINATION AND SUSPENSION**

8.1. **Term.** The term during which you will have access to Career Connect shall be defined by written agreement or registration form as between DE and your employer and subscribing organization (the "Term"). For educators, access to Career Connect is contingent upon your school's decision to enable the platform as part of their Discovery Education subscription. For volunteer speakers, access to Career Connect is contingent upon your employer or sponsoring organization maintaining an active subscription to Career Connect.

8.2. **DE Termination Rights and Suspension.** Notwithstanding anything to the contrary herein, if you fail to comply with any provision of these Terms of Use, DE may suspend or terminate your access to Career Connect. Violations include inappropriate interactions, unapproved content sharing, or activities compromising the platform's safety and integrity. Upon any termination or expiration of these Terms of Use, you must cease any further use of Career Connect.

9. **REPORTING CONCERNS OR COMPLAINTS.** If you encounter issues related to platform interactions or session content, please contact our support team at [CareerConnect@discoveryed.com](mailto:CareerConnect@discoveryed.com).

10. **MODIFICATIONS TO THIS AGREEMENT.** DE may make modifications, deletions, and additions to the Terms of Use ("Changes") from time to time. When Changes are made, the new Terms of Use will be posted online at [www.discoveryeducation.com/career-connect-terms-of-use](http://www.discoveryeducation.com/career-connect-terms-of-use) and DE will indicate the effective date of the Changes at the top of the Terms of Use. If you continue to use Career Connect after the effective date of the Changes, then you agree to the revised terms and conditions.

11. **NO WARRANTIES.** YOU AGREE THAT CAREER CONNECT IS PROVIDED "AS IS" AND DE, ITS AFFILIATES, SUPPLIERS, AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT ACCESS TO CAREER CONNECT WILL BE UNINTERRUPTED OR ERROR-FREE.

12. **INDEMNIFICATION.** TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD DE AND ITS AFFILIATES AND SUBSIDIARIES ("INDEMNIFIED PARTIES") HARMLESS, INCLUDING ANY OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, MEMBERS, CONSULTANTS, AND AGENTS OF THE INDEMNIFIED PARTIES, FROM ANY THIRD PARTY ALLEGATION, CLAIM, PROCEEDING, LIABILITY, DAMAGE, OR COST (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF OR RELATED TO (I) YOUR USE OF CAREER CONNECT, (II) YOUR BREACH OF THESE TERMS OF USE, DATA PROCESSING ADDENDUM, OR VIOLATION OF APPLICABLE LAW, AND (III) YOUR INFRINGEMENT OR VIOLATION OF ANY RIGHT OF ANY PERSON OR ENTITY.

13. **LIMITATION ON LIABILITY**

13.1. **Consequential damages exclusion.** IN NO EVENT SHALL DE BE LIABLE FOR ANY LOST DATA, LOST PROFITS, BUSINESS INTERRUPTION, REPLACEMENT SERVICE OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY.

13.2. **Aggregate Liability.** To the maximum extent permitted by law, in no event shall DE's aggregate liability with respect to any matters whatsoever arising under or in connection with your use of Career Connect exceed \$100, provided that nothing in this Section shall derogate from the rights of individuals and/or supervisory authorities/regulators.

14. **MISCELLANEOUS**

14.1. **Assignment; Successors and Assigns.** You may not assign your rights or transfer any of your obligations under these Terms of Use without DE's prior express written consent. Any purported assignment or transfer in violation of this section is null and void. We may assign our rights or transfer any or all of our obligations under these Terms of Use at any time, without prior notice to you, (i) in the event of a merger, acquisition, or sale of all or substantially all of our assets, or (ii) to any subsidiary

or affiliate of DE. The Terms of Use are binding upon, and inures to the benefit of, the parties and their respective permitted successors and assigns.

- 14.2. **Governing Law; Jurisdiction; and Venue.** These Terms of Use shall be construed and enforced under the laws of the state of New York without reference to the choice of law principles thereof. You hereby consent to and submit to the jurisdiction of the federal and state courts located in the State of North Carolina. You waive any defenses based upon lack of personal jurisdiction or venue, or inconvenient forum. If any provision herein is unenforceable, then such provision shall be of no effect on any other provision hereof.
- 14.3. **Severability.** If any provision of these Terms of Use is determined to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions of these Terms of Use are not affected or impaired in any way. You and DE intend that any invalid, illegal, or unenforceable portions of these Terms of Use will be interpreted to provide the greatest effect and intent of the original. If a construction of the invalid, illegal, or unenforceable portion is not possible, the invalid, illegal, or unenforceable portion will be severed from these Terms of Use and the rest of these Terms of Use will remain in full force and effect.
- 14.4. **Survival.** All sections of these Terms of Use which, by their nature should survive termination or expiration, will survive.
- 14.5. **Waiver.** DE's failure to exercise any right or enforce any condition or provision under these Terms of Use does not operate as a current or future waiver. For any waiver to be effective against us, the waiver must be in a writing signed by DE's duly authorized representative.
- 14.6. **Copyright Infringement Claims.** The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials available on or in connection with the Services infringe your copyright, you (or your agent) may send DE a written notice by mail or email requesting that DE remove the material or block access to it. If you believe in good faith that someone has wrongly filed a notice of copyright infringement against you, the DMCA permits you to send DE a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. See <https://www.copyright.gov/> for details. Notices and counter-notices must be sent to DE's DMCA Agent as follows: By mail to Legal Department, Discovery Education, Inc., 4350 Congress Street, Suite 700, Charlotte, NC 28209; or by email to [legal@discoveryed.com](mailto:legal@discoveryed.com).