

SERVICE TERMS

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Welcome to Bartleby!

These Service Terms (the “**Service Terms**”) apply to your use and access to bartleby.com and the other e-commerce shops, digital platforms, websites, applications (“**apps**”), widgets, blogs, or online offerings (each a “**Service**” and collectively, the “**Services**”) owned or operated by Learneo, Inc. and our affiliates (collectively, “**Bartleby**,” “**we**,” “**our**,” or “**us**”) that post links to these Service Terms.

Your use and access to our Services is governed by these Service Terms and the Learneo Terms of Service available [here](#) (the “Learneo Terms of Service”) (collectively, as amended from time to time, the “Terms”). In the event of a conflict between these specific Service Terms and the Learneo Terms of Service, these Service Terms shall govern. Please review the Terms carefully. The Terms govern any person or entity using or accessing the Services (“**user**,” “**you**” or “**your**”), regardless of whether you are a registered user or a guest. If you do not wish to be bound by the Terms, you should not use or access the Services.

By using or accessing the Services, you acknowledge and agree that you have read, understood and agree to be bound by the Terms. You also acknowledge that you have read, understood and agree to be bound by the data practices described in the [Privacy Policy](#) applicable to the Services you use.

The Terms affect your legal rights, responsibilities and obligations, govern your use of the Services, are legally binding, limit Bartleby’s liability to you, and require you to indemnify us and to settle certain disputes through individual arbitration. Please note that nothing in the Terms affects your mandatory statutory rights under applicable law, to the extent that such rights apply to you and cannot be limited or excluded.

In some instances, you may be subject to different or additional terms and conditions, policies and guidelines (“**Additional Terms**”) that are applicable to certain parts of the Services. You agree to abide by our [Honor Code](#), which shall constitute Additional Terms under these Service Terms. Additional Terms will be posted on the Services in connection with the relevant offering. In the event of a conflict between these Service Terms and the Additional Terms, the Additional Terms shall control.

The Terms and the Additional Terms are subject to change at any time, so we encourage you to periodically review all terms and conditions posted on the Services. If we make any material changes to the Terms or the applicable Additional Terms, we will post the updated version(s) with a new date so you will be notified that material changes have been made. In the event that you have these Service Terms or the Learneo Terms of Service cached on your browser, the Service Terms and the Learneo Terms of Service that apply to you are the most recent versions of the Service Terms and the Learneo Terms of Service that appear on a non-cached browser. If any changes to these Terms or Additional Terms are not acceptable to you, you must stop your access to and use of the Services and, where applicable, uninstall any Services downloads and apps.

1. Ownership; Your Rights to Use and Access the Services and Content.

- a. Ownership. The Services and all of its content (“**Content**”), including all copyrights, patents, trademarks, service marks, trade names and all other intellectual property rights therein (“**Intellectual Property**”), are owned or controlled by Bartleby, our licensors, and certain other third parties. All right, title, and interest in and to the Content and Intellectual Property available via the Services is the property of Bartleby, our licensors or certain other third parties, and is protected by U.S. and international copyright, trademark, trade dress, patent and other Intellectual Property laws and unfair competition rights and laws to the fullest extent possible. Bartleby owns the copyright in the selection, compilation, assembly, arrangement, and enhancement of the Content on the Services.
- b. Your Rights to Access and Use the Services and Content. Your right to access and use the Services and Content is subject to your strict compliance with the Terms and the applicable Additional Terms. Your right to access and use the Services and the Content shall automatically terminate upon any violations of the Terms. These rights are non-exclusive, limited, and revocable by us at any time in our sole discretion without advanced notice or liability. As your right to access and use the Services and the Content is personal to you, you may neither assign nor transfer your right; any attempt to do so is void. You may, for your personal, non-commercial, lawful use only (collectively, the following are the “**Licensed Elements**”):
 - i. Display, view, use, and play the Content on a computer, mobile or other internet enabled or permitted device (“**Device**”) and/or print one copy of the Content (excluding source and object code in raw form or otherwise) as it is displayed to you;
 - ii. Subject to any applicable Additional Terms, if the Services includes a “Send to Friend” social media sharing or similar tool (“**Tool**”) that allows you to initiate and send to one or more of your contacts from whom you have the necessary permission a communication that includes Content, or to post our Content to third-party services or your own site or online service, and the Tool is operational, use the Tool to send a communication; provided, however, that you do not use the Tool in any manner that violates applicable law or third-party rights, or reflects negativity on us;
 - iii. If the Services includes a “Download” link next to a piece of Content (including, without limitation, an image, an icon, a wallpaper, a music track, a video, a trailer, an RSS feed), you may only download a single copy of such Content to a single Device;
 - iv. Download, install and use one copy of any software, including apps, that we make available on or through the Services (“**Software**”) on your Device in machine-executable object code form only and make one additional copy for back-up purposes; provided, however, you understand and agree: (i) by allowing you to download the Software, Bartleby does not transfer title to the Software to you (i.e., you own the medium on which the Software is recorded, but the Software’s owner, which may be Bartleby or its third-party Software licensors, will retain full and complete title to such Software); (ii) you may not copy, modify, adapt, translate into any language, distribute, or create derivative works based on the Software, except as expressly authorized in the Terms or applicable Additional Terms; (iii) you may not assign, rent, lease, or lend the Software to any person or entity, and any attempt by you to sublicense, transfer, or assign the Software will be void and of no effect without Bartleby’s express written consent; and (iv) you may not decompile, disassemble, reverse engineer, or attempt to reconstruct, identify, or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Software by any means whatsoever, except to the extent the foregoing restriction is prohibited by applicable law;
 - v. If made available to you, obtain a registered personal account, which may include a related username and password, on the Services and interact with the Services in connection therewith;
 - vi. Link to the Services from a website or other online service, so long as: (a) the links only incorporate text, and do not use any Bartleby names, logos, or images, without Bartleby’s express written consent; (b) the links and the content on your website do not suggest any affiliation with Bartleby, without Bartleby’s express written consent, or cause any consumer confusion; and (c) the links and the content on your website do not portray Bartleby or its products or services in a false, misleading, derogatory, or otherwise offensive manner, 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 Bartleby. Bartleby reserves the right to suspend or prohibit linking to the Services for any reason, in its sole discretion, without advance notice or any liability of any kind to you or any third-party;
 - vii. Stream the Content using any of the widgets and/or other digital streaming internet video players, if any, provided on the Services; and
 - viii. Use any other functionality expressly provided by Bartleby on or through the Services for use by users, subject to the Terms, including, without limitation, functionality to create or post User-Generated Content (as defined below) and any applicable Additional Terms.
- c. Additional Terms for Usage Subscriptions. Purchases of usage subscriptions (e.g., credits, points, and/or virtual currency) or any virtual items made available on the Services are nonrefundable, have no monetary value (i.e., are not a cash account or equivalent), and are purchases of only a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to use those items only, even if such came with a durational term (e.g., a monthly subscription). Any attempt to transfer, assign or otherwise sell or trade such subscription, regardless of manner or method, is null and void. Suspension or

termination thereof results in the forfeit of the suspended or terminated subscription or items, except as may be noted in the applicable Additional Terms. As permitted by law, we are not responsible for repairing or reissuing any credit or refund or any other sum, as a result of our modification of any usage subscriptions or virtual item, or for loss or damage due to error, or any other reason.

- d. **Additional Terms for Bartleby Tutor.** Except with Bartleby's express written consent, one-time purchases of minutes to be used for real-time tutoring sessions offered through Bartleby Tutor must be used within ninety (90) days from the date of purchase. Any unused minutes thereafter are nonrefundable and cannot be redeemed for any credit or other value. Minutes purchased through subscriptions to Bartleby Tutor expire upon any cancellation of the Bartleby Tutor subscription; any unused minutes at the time of such cancellation cannot be refunded or otherwise be credited back to your account.
- e. **Rights of Others.** In using the Services, you must respect the Intellectual Property and rights of others and Bartleby. Your unauthorized use of Content may violate the rights of others and applicable laws and may result in your civil and criminal liability. If you believe that your work has been infringed via the Services, see [Section 5](#) below.
- f. **Reservation of all Rights Not Granted as to Services and Content.** The Terms and any applicable Additional Terms include only narrow, limited grants of rights to use and access the Services and Content. 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 BARTLEBY AND ITS LICENSORS AND OTHER THIRD PARTIES. Any unauthorized use of any Content or Services for any purpose is prohibited.
- g. **Third-Party Services.** We are not responsible for third parties or their content, advertisement(s), apps or sites ("**Third-Party Services**"). For instance, portions of the Services may be integrated into or linked to third-party sites, platforms and apps that we do not control. Similarly, we may make ads and Third-Party Services, which we also may not control, available to you on or via our Services. This may include the ability to register or sign into our Services using third-party tools, and to post content on third-party sites and services using their plug-ins made available on our Services. Use caution when dealing with third parties and consult their terms of use and privacy policies. We take no responsibility for Third-party Services and will not be liable for any damages caused by your use or reliance on Third-Party Services. Bartleby currently uses Amazon Web Services ("**AWS**") to provide elements of the Services. To the extent you access elements of Bartleby residing on the AWS infrastructure, you agree to comply with the acceptable use policy and other applicable services terms currently available [here](#), which are incorporated into the Terms by this reference. If you are accessing or using the Services through Apple, Android, or any other mobile operating system platform, these are Third-Party Services. If you access our apps via Apple, see below for Additional Terms that are applicable to you and are incorporated into the Terms by this reference.
- i. **Terms Applicable For Apple IOS.**
1. To the extent that you are accessing the Services through an Apple mobile application, you acknowledge that the Terms are entered into between you and Bartleby and that Apple, Inc. ("**Apple**") is not a party to these Terms other than as third-party beneficiary, as contemplated below.
 2. The license granted to you by Bartleby under the Terms is subject to the permitted Usage Rules set forth in the Apple Media Services Terms and Conditions [here](#) and any third-party terms of use applicable to the Services you use.
 3. You acknowledge that Bartleby, and not Apple, is responsible for providing the Services and Content as defined in the Terms.
 4. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance or any support services to you with respect to the Services and Content.
 5. To the maximum extent not prohibited by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Services and Content.
 6. Notwithstanding anything to the contrary herein, and subject to the Terms, you acknowledge that, solely as between Apple and Bartleby, Bartleby and not Apple is responsible for addressing any claims you may have relating to the Services and Content, or your possession and/or use thereof, including, but not limited, to: (A) product liability claims; (B) any claim that the Services fails to conform to any applicable legal or regulatory requirement; and (C) claims arising under consumer protection or similar legislation.
 7. Further, you agree that if the Services, or your access to and use of the Services, 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.
 8. You acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of the Terms, and that, upon your acceptance of the Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce the Terms against you as a third-party beneficiary thereof.

2. Content You Submit; Interactive Community Rules; Content Moderation and Content Recommendations.

- a. **User-Generated Content.** Bartleby may now, or in the future, offer users the opportunity to create, build, post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Services, or on or in response to our pages or posts on any third-party platforms or in connection with any of our promotions by any media or manner, or otherwise submit to us (e.g., on our Facebook or other social media pages, in response to our tweets, through a sweepstakes or contest, or by otherwise sending it to us) (collectively, "**submit**") messages, text, illustrations, files, images, graphics, photos, comments, responses, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, personally identifiable information, or other information or materials and the ideas contained therein (collectively, but excluding Bartleby Licensed Elements included therein, "**User-Generated Content**" or "**UGC**"). You may submit UGC through your profile, forums, blogs, message boards, social networking environments, content creation and posting tools, subscription services, gameplay, social communities (including the Interactive Community (defined below), if applicable), contact us tools, email, and other communications functionality. Except to the extent of the rights and license you grant in the Terms and, subject to any applicable Additional Terms, you retain whatever legally cognizable right, title, and interest that you have in your UGC.
- i. Except as otherwise described in the Services' posted Privacy Policy, or any applicable Additional Terms, you agree: (A) your UGC will be treated as non-confidential and non-proprietary by us – regardless of whether you mark them "confidential," "proprietary," or the like – and will not be returned; and (B) to the maximum extent not prohibited by applicable law, Bartleby does not assume any obligation of any kind to you or any third-party with respect to your UGC. Upon request, you will provide documentation necessary to authenticate rights to such content and verify your compliance with the Terms or any applicable Additional Terms. You acknowledge that the Internet and mobile communications may be insecure and subject to breaches of security; accordingly, you acknowledge and agree that your UGC is submitted at your own risk.
- ii. In your communications with Bartleby, please keep in mind that we do not seek any unsolicited ideas or materials for products or services, or even suggested improvements to products or services, including, without limitation, ideas, concepts, inventions, or designs for music, websites, apps, books, scripts, screenplays, motion pictures, television shows, theatrical productions, software or otherwise (collectively, "**Unsolicited Ideas and Materials**"). Any Unsolicited Ideas and Materials you submit are deemed UGC and licensed to us as set forth below. In addition, Bartleby retains all of the rights held by members of the general public with regard to your Unsolicited Ideas and Materials. Bartleby's receipt of your Unsolicited Ideas and Materials is not an admission by Bartleby of their novelty, priority, or originality, and it does not impair Bartleby's right to contest existing or future Intellectual Property rights relating to your Unsolicited Ideas and Materials.
- iii. **License to Bartleby of Your UGC.** Except as otherwise described in any applicable Additional Terms (such as a promotion's official rules), which specifically govern the submission of your UGC, or in our Privacy Policy, you hereby grant Bartleby the non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual, and cost-free right and license to use, copy, record, distribute, reproduce, disclose, sell, re-sell, sublicense (through multiple levels), display, publicly perform, transmit, publish, broadcast, translate, make derivative works of, and otherwise use and exploit in any manner whatsoever, all or any portion of your UGC (and derivative works thereof), for any purpose whatsoever in all formats, on or through any means or medium now known or hereafter developed, and with any technology or devices now known or hereafter developed, and to advertise, market, and promote the same. Without limitation, the granted rights include the right to: (A) configure, host, index, cache, archive, store, digitize, compress, optimize, modify, reformat, edit, adapt, publish in searchable format, and remove such UGC and combine same with other materials; and (B) use any ideas, concepts, know-how, or techniques contained in any UGC for any purposes whatsoever, including developing, producing, and marketing products and/or services. You understand that in exercising such rights, metadata, notices and content may be removed or altered, including copyright management information, and you consent thereto and represent and warrant you have all necessary authority to do so. In order to further effect the rights and license that you grant to Bartleby to your UGC, you also, as permitted by applicable law, hereby grant to Bartleby, and agree to grant to Bartleby, the unconditional, perpetual, irrevocable right to use and exploit your name, persona, and likeness in connection with any UGC, without any obligation or remuneration to you. Except as prohibited by law, you hereby waive, and you agree to waive, any moral rights (including attribution and integrity) that you may have in any UGC, even if it is altered or changed in a manner not agreeable to you. To the extent not waivable, you irrevocably agree not to exercise such rights (if any) in a manner that interferes with any exercise of the granted rights. You understand that you will not receive any

fees, sums, consideration, or remuneration for any of the rights granted in this section.

- iv. Bartleby may, but will not have any obligation to, review, monitor, display, post, store, maintain, accept, or otherwise make use of, any of your UGC, and Bartleby may, in its sole discretion, reject, delete, move, re-format, remove or refuse to post or otherwise make use of UGC without notice or any liability to you or any third-party in connection with our operation of UGC venues in an appropriate manner, such as to enhance accessibility of UGC, address copyright infringement, and protect Users from harmful UGC. Without limitation, we may, but do not commit to, do so to address content that comes to our attention that we believe is offensive, obscene, lewd, lascivious, filthy, violent, harassing, threatening, abusive, illegal or otherwise objectionable or inappropriate, or to enforce the rights of third parties or the Terms or any applicable Additional Terms. Such UGC submitted by you or others need not be maintained on the Services by us for any period of time, and you will not have the right, once submitted, to access, archive, maintain, change, remove, or otherwise use such UGC on the Services or elsewhere, except that California minors have certain rights to have certain content about them that they have themselves posted on the Services prospectively removed from public display as provided for in the Privacy Policy.
 - v. Each time you submit any UGC, you represent and warrant that you are at least the age of majority in the jurisdiction in which you reside, or are the parent or legal guardian, or have all proper consents from the parent or legal guardian, of any minor who is depicted in or contributed to any UGC you submit, and that, as to that UGC: (A) you are the sole author and owner of the Intellectual Property and other rights to the UGC, or you have a lawful right to submit the UGC and grant Bartleby the rights to it that you are granting by the Terms and any applicable Additional Terms, all without any Bartleby obligation to obtain consent of any third-party and without creating any obligation or liability of Bartleby; (B) the UGC is accurate; (C) the UGC does not and, as to Bartleby's permitted uses and exploitation set forth in the Terms, will not infringe any Intellectual Property or other right of any third-party; and (D) the UGC will not violate the Terms or any applicable Additional Terms, or cause injury or harm to any person.
 - vi. Any UGC (including chat messages, links, video, photo, audio or other media content) that you submit in connection with Bartleby Tutor may be made publicly available through Bartleby's library of searchable content. Such UGC may be accessible by anyone, including Bartleby. We encourage you to not include any personally identifiable information in any UGC you submit to Bartleby, the tutors, or any other third parties in relation to the Bartleby Tutor, and to exercise caution when making decisions about what you disclose when using our Services in general.
- b. **Interactive Community Rules.** Some aspects of the Services may enable you to communicate with other users and post information and other material, including your own UGC, via an interactive community (the "**Interactive Community**"). You are using Interactive Community services if, for example, you view or participate in the Interactive Community, post a review, create a list, create a profile, submit any UGC, or otherwise participate in any interactive feature. Your use of the Interactive Community is subject to the Terms and any applicable Additional Terms, as well as the following:
- i. You may use the Interactive Community only for lawful purposes and in accordance with the Terms. If you are using our Interactive Community, and post, publish or communicate any UGC on or through the Interactive Community, please carefully choose the information that you post or provide to other users.
 - ii. You may not post on or transmit through the Services any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, racially, ethnically or otherwise objectionable material of any kind, including any material that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law, rule or regulation of the laws applicable to you or applicable in the jurisdiction in which the material is posted. We reserve the right, in our sole discretion, to reject, refuse to post or remove any posting or other UGC (including private messages) from you, or to deny, restrict, suspend or terminate access to all or any part of the Interactive Community at any time, for any or no reason, without prior notice or explanation and without liability.
 - iii. You may not post UGC that: (A) involves the transmission of "junk mail", "chain letters" or unsolicited mass mailing, instant messaging, "spimming" or "spamming"; (B) contains restricted or password-only access pages or hidden pages or images (those not linked to or from another accessible page); (C) solicits passwords or personal identifying information for commercial or unlawful purposes from other users; (D) involves commercial activities and/or sales such as contests, sweepstakes, barter, advertising or pyramid schemes; (E) includes a photograph or video of another person that you have posted without that person's consent; (F) circumvents or modifies, or attempts to circumvent or modify, or encourages or assists any other person in circumventing or modifying any security technology or software that is part of the Services; (G) involves the use of viruses, bots, worms or any other computer code, files or programs that may interrupt, destroy or limit the functionality of any computer software or hardware, or otherwise may permit the unauthorized use of or access to a computer or a computer network; (H) covers or obscures the banner advertisements on your personal profile page; (I) involves any automated use of the Services, such as using scripts to add friends or send comments or messages; (J) interferes with, disrupts or creates an undue burden on the Services or the networks or services connected to the Interactive Community; (K) impersonates or attempts to impersonate another Interactive Community user, person or entity; (L) uses the account, username or password of another Interactive Community user at any time or discloses your password to any third party or permits any third party to access your account; (M) sells or otherwise transfers your profile; or (N) uses any information obtained from the Services or Interactive Community in order to harass, abuse or harm another person or entity, or attempts to do the same.
 - iv. We reserve the right, in our sole discretion, to remove your profile and deny, restrict, suspend or terminate your access to all or any part of the Interactive Community for any reason.
 - v. If you become aware of misuse of the Interactive Community, including any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, racially, ethnically or otherwise objectionable material of any kind, material that encourages conduct that would constitute a criminal offense, gives rise to civil liability or otherwise violates any applicable law, please contact us at legal@learneo.com. Notwithstanding the foregoing and to the maximum extent permitted by applicable law, we assume no responsibility for ongoing monitoring of the Interactive Community or for removal or editing of any UGC, even after receiving notice. We assume no liability for any action or inaction with respect to conduct, communication or UGC within the Interactive Community. You are solely responsible for all activities that occur within the Interactive Community. The Interactive Community is not designed for use by individuals under the age of 18 years ("**Minors**"). No children under the age of 16 are permitted to register or create user profiles, and individuals aged between 16 and 18 must participate in the Interactive Community only under the supervision of a parent or legal guardian. Numerous informational and commercial resources (such as computer hardware, software or filtering services) are available to help parents keep their children safe online. If you are interested in learning more about these resources, information is available at many sites providing information on such protections. We do not specifically sponsor or endorse any of these sites or their services.
 - vi. Interactive Community users may upload to or otherwise submit to us for distribution on the Interactive Community and the Services: (A) UGC that is not subject to any copyright or other proprietary rights restrictions; or (B) UGC that the owner or licensor of any relevant rights has given express authorization for us to distribute over the Internet. You may not upload, embed, post, e-mail, transmit or otherwise make available any material that infringes any copyright, patent, trademark, trade secret or other proprietary rights of any person or entity. Any copyrighted or other proprietary UGC distributed with the consent of a copyright owner should contain a phrase such as "Copyright, owned by [name of owner]; used by permission". We are entitled to presume that all UGC conforms to the foregoing requirements. The unauthorized submission of copyrighted or other proprietary UGC is illegal and could subject the user to personal liability for damages in a civil suit as well as criminal prosecution. Interactive Community users assume all liability for any damage resulting from any infringement of copyright or proprietary rights, or for any other harm arising from an unauthorized submission or submission of UGC. We assume no liability for any damage resulting from any infringement of copyright or proprietary rights, or from any other harm arising from any UGC.
- c. **Content Moderation and Content Recommendations.**
- i. **Content Moderation.** For services that allows users to submit content, we reserve the right to remove content that violates the Terms, which includes our policies and guidelines. For instance, we use automated systems to identify and filter out certain content that violates our policies and/or guidelines. If the system does not detect any obvious signs of a violation, the respective content will be available online.
 - ii. **Content Recommendations.** To the extent that our Services provides any recommendations of content, our Services uses machine learning algorithms to recommend Content, as well as User-Generated Content, to Users to help them study better. These recommendations are based on data about the Content, e.g., the Content's engagement data (based on, e.g., user traffic), relatedness of Content (e.g., based on a User's search terms), etc. Our Services may change how they recommend Content and User-Generated Content to Users. See section titled "Changes to Services and Amendments to the Terms" for more information.

3. Using the Services; Services and Content Use Restrictions.

- a. **Creating an Account.** Accounts may only be set up by you (and if not you, by an authorized representative of the person that is the subject of the account and who is of the age of majority). We do not review accounts for authenticity and are not responsible for any unauthorized accounts that may appear on the Services. For any dispute as to account creation or authenticity, we shall have the sole right, but are not obligated, to resolve such dispute as we determine appropriate, without notice. If you create an account on our services, you are solely responsible and liable for the content and confidentiality of your account

appropriate, without notice. If you register with us or create an account, you are solely responsible and liable for the security and confidentiality of your access credentials and for restricting access to your Device and for all activity under your account. Usernames and passwords must be personal and unique, not violate the rights of any person or entity, and not be offensive. We may reject the use of any password, username, or email address for any reason in our sole discretion. You are solely responsible for your registration information and for updating and maintaining it. You will immediately notify us [here](#) of any unauthorized use of your account, password, or username, or any other breach of security, but will remain responsible for any unauthorized use thereafter. You will not sell, transfer, or assign your account or any account rights.

- b. Subscriptions; Rentals; Purchases; Taxes. In order to access certain features of the Services, you may be required to make a purchase or enter into a subscription. Moreover, some aspects of the Services may allow you to place orders for or rent products.
- i. Any deal terms presented to you at the time of subscription, rental, purchase, or other transaction you conduct on or initiate on the Services ("**Transaction**") shall be considered Additional Terms. You agree to pay Bartleby all charges at the prices presented to you or your agent(s). You must provide, and you authorize Bartleby to charge, your chosen payment provider (your "**Payment Method**") when you make a purchase or subscribe to paid Services. You agree to make payment using that selected Payment Method and will only provide us information about payment methods that you are authorized to use. We allow you to save and manage your information about your Payment Method, including the full credit card number, account number, and expiration dates, for future purchases or transactions on our site. You may make changes to your default Payment Method at any time. If we are unable to charge one payment card, we may charge another valid credit card that you have entered for use on our site. You are responsible for maintaining the accuracy of the information that we have on file, and you consent to Bartleby updating such stored information from time to time based on information provided by you, your bank or payment services processors. If you initiate a chargeback dispute for any payment or transaction made on our site, Bartleby reserves the right to terminate the provision of Services or delivery of products to you pending resolution of the chargeback dispute with the credit card issuer.
- ii. Subscription fees may be automatically renewed at the end of the original term selected, for a similar period of time, unless notice is received from the subscriber to terminate the subscription before renewal. Unless and until the subscription is canceled or terminated in accordance with the Terms, you hereby authorize us to charge your Payment Method to pay for the ongoing cost of the subscription. Subscription fees are NOT refundable if you request to cancel or terminate your subscription. Should a refund be issued by us, all refunds will be credited solely to the Payment Method used in the original transaction. You hereby further authorize us to charge your Payment Method for any and all additional purchases of Services and Content.
- iii. Some Transactions may be subject to taxes in certain states. Depending on your state and the nature of the product or Services you receive from us, this may be a rental tax, sales tax and/or use tax. Tax rates are different from state to state. You are responsible for paying all such taxes.
- c. Services Use Restrictions. You agree that you will not: (i) use the Services for any political or commercial purpose (including, without limitation, for purposes of advertising, soliciting funds, collecting product prices, and selling products); (ii) use any meta tags or any other "hidden text" utilizing any Intellectual Property; (iii) engage in any activities through or in connection with the Services 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 Bartleby; (iv) decompile, disassemble, reverse engineer, or attempt to reconstruct, identify, or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Services by any means whatsoever or modify any Services source or object code or any Software or other products, services, or processes accessible through any portion of the Services; (v) engage in any activity that interferes with a user's access to the Services or the proper operation of the Services, or otherwise causes harm to the Services, Bartleby, or other users of the Services; (vi) interfere with or circumvent any security feature (including any digital rights management mechanism, device or other content protection or access control measure) of the Services or any feature that restricts or enforces limitations on use of or access to the Services, the Content, or the UGC; (vii) harvest or otherwise collect or store any information (including personally identifiable information about other users of the Services, including email addresses, without the express consent of such users); (viii) attempt to gain unauthorized access to the Services, other computer systems or networks connected to the Services, through password mining or any other means; or (ix) otherwise violate the Terms or any applicable Additional Terms.
- d. Content Use Restrictions. You also agree that, in using the Services, you will: (i) 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 Services 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) not frame or utilize framing techniques to enclose any of the Content (including any images, text, or page layout); (iii) keep intact all trademark, copyright, and other Intellectual Property and other notices contained in the Content; (iv) not use the Content in a manner that suggests an unauthorized association with any of our or our licensors' products, services, or brands; (v) not make any modifications to the Content (other than to the extent of your specifically permitted use of the Bartleby Licensed Elements, if applicable); (vi) 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 Services, or otherwise use or exploit the Content in any way for any purpose except as specifically permitted by the Terms or any applicable Additional Terms, or with the prior written consent of an officer of Bartleby or, in the case of the Content from a licensor or owner of the Content; and (vii) not insert any code or product to manipulate the Content in any way that adversely affects any user experience or the Services.
- e. Availability of Services and Content. Bartleby, in its sole discretion without advance notice or liability, may immediately suspend or terminate the availability of the Services and Content (and any elements and features of them), in whole or in part, for any reason, in Bartleby's sole discretion, and without advance notice or liability. The Services and/or Content may not be available, or be subject to limitations, in certain countries and regions.
- f. Age of Users. Unless otherwise specifically noted in the features made available to you, the Services, Content and any products and services appearing or marketed on the Services are intended for and directed towards the purchase and use by adults (those aged 18 years or above) or by individuals 16 or older with the consent of adults. Individuals over the age of 16 and under the age of 18 years may only use the Services with the supervision of a parent or legal guardian and should review the Terms with a parent or legal guardian to ensure that they understand them.
- g. Internet Connectivity Charges. Internet connectivity is required to access the Services. Any access fees or charges applicable to your internet connectivity are solely your responsibility. Certain internet service providers, including wireless carriers, may charge fees for data connections based on the total amount of data you access. We are in no way responsible for the fees charged by or policies of internet service providers or others with whom you contract for such internet connectivity.

4. Wireless Features; Messages; Location-Based Features.

- a. Wireless Features. The Services may offer certain features and services via your wireless Device. Features and services may include the ability to access the Services' features, upload content to the Services, receive messages from the Services, and download applications to your wireless Device (collectively, "**Wireless Features**"). You agree to receive communications we may send through Wireless Features for which you are registered. Further, we may collect information related to your use of the Wireless Features. If you have registered via the Services for Wireless Features, then you agree to notify Bartleby of any changes to your wireless contact information (including phone number) and update your accounts on the Services to reflect the changes. If the Services includes push notifications or other mobile communication capability, you hereby approve of our delivery of electronic communications directly to your mobile Device. These notifications, including badge, alert or pop-up messages, may be delivered to your Device even when the Services is running in the background. You may have the ability, and it is your responsibility, to adjust the notifications you do, or do not, receive via your Device through your Device or app settings. Standard message, data and other fees may be charged by your carrier, and carriers may deduct charges from pre-paid amounts or data allowances, for which you are responsible. Your carrier may prohibit or restrict certain Wireless Features and certain Wireless Features may be incompatible with your carrier or wireless Device. Contact your carrier with questions regarding these issues.
- b. Text and Email Messages.
- i. Certain Services provided by Bartleby may offer text messaging programs. You may be given opportunities to subscribe to various text marketing or other text messaging programs, and by doing so you consent to receive ongoing text alerts (including by auto-dialers) from us related to our various businesses and affiliates, which may include co-promotions with or about other parties, except that if the scope of your consent for a particular subscription is limited, that subscription will be so limited. Such consent is not required to purchase any product or Services aside from the text subscription itself. Subsequent or different subscriptions will be unaffected by an opt-out. You consent to receive a text confirming any opt-out as well as non-marketing administrative or transactional messages.
- ii. By participating in any text messaging program offered through a Service, you are agreeing to receive recurring text messages for marketing purposes sent to the mobile number you provided when you opted into such Service's text messaging program. Message frequency varies. Except for the purchase of premium text programs to which you subscribe for a fee (to the extent such programs are offered), your consent to receive text messages is not a condition of any purchase, and no purchase is necessary. If you wish to opt-out of receiving further text messages from a Service, please reply STOP to the text message you receive. If you do not wish to receive text messages from a Service, you may visit [www.bartleby.com/stop](#) or contact your carrier.

the any text message you received from the Service to unsubscribe. Standard carrier message and data rates may apply, and carriers may deduct charges from pre-paid amounts or data allowances, for which you are responsible. Carriers are not liable for delayed or undelivered messages. Contact your carrier for details.

- iii. Alerts auto-renew unless otherwise specified when you consented. You understand that we will send mobile text messages using automated technology. If you subscribe to text messages, you represent that you are 18 years of age or older or have obtained parental consent. If we are charging a premium rate for text messages, that will be explained in the applicable subscription consent. Not all phones and/or carriers are supported. We are the sponsor of our text messages and may be contacted regarding them at customer@bartleby.com.
- iv. Email Messages. You may cancel or modify our email marketing communications you receive from us by following the instructions contained within our promotional emails. This will not affect subsequent subscriptions, and if your opt-out is limited to certain types of emails, the opt-out will be so limited. Please note that we reserve the right to send you certain communications relating to your account or use of our Services, such as administrative and service announcements, and these transactional account messages may be unaffected if you choose to opt-out from receiving our marketing communications.

- c. Location-Based Features. If GPS, geo-location or other location-based features are enabled on your Device, you acknowledge that your Device location may be tracked and may be shared with others consistent with the [Privacy Policy](#). Some Devices and platforms may allow disabling some, but not all, location-based features or managing such preferences. Typically, your proximity or connection to wi-fi, Bluetooth and other networks may still be tracked when location services are turned off on Device settings. You can terminate Device location tracking via a mobile app by us by uninstalling such app. Territory geo-filtering may be required in connection with use of some Services features due, for instance, to Content territory restrictions. The location-based services offered in connection with Bartleby's mobile app(s) or feature(s) are for individual use only and should not be used or relied on in any situation in which the failure or inaccuracy of use of the location-based services could lead directly to death, personal injury, or physical or property damage. Use location-based services at your own risk as location data may not be accurate.

5. Notice and Take Down Procedure for Claims of Infringement.

- a. DMCA Notification. If you are a copyright owner who would like to send us a notice pursuant to the Digital Millennium Copyright Act ("DMCA") to identify content or material posted on the Services that is infringing and that you would like removed from our Services, or if you are a user whose work has been removed in response to such a notice of infringement and would like to file a DMCA counter-notice, you may submit such notice to us by following the instructions in this section.
- b. DMCA Requirements. We are committed to complying with U.S. copyright and related Intellectual Property laws. Our policy is to respond to notices of alleged infringement that comply with the DMCA. It is our policy to remove and discontinue service to repeat offenders. If you believe your copyrighted work has been copied and is accessible on the Services in a way that constitutes copyright infringement, you may notify us by providing our copyright agent with the following information in accordance with the requirements of the DMCA:
 - i. The electronic or physical signature of the owner of the copyright or the person authorized to act on the owner's behalf.
 - ii. A description of the copyrighted work that you claim has been infringed and a description of the infringing activity.
 - iii. Identification of the location where the original or an authorized copy of the copyrighted work exists (e.g., the URL of the website where it is posted or the name of the book in which it has been published).
 - iv. Identification of the URL or other specific location on the Services where the material you claim is infringing is located, providing enough information to allow us to locate the material.
 - v. Your name, address, telephone number, and email address so that we may contact you.
 - vi. 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.
 - vii. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

- c. Our agent for notice of claims of copyright infringement on the Services can be reached as follows:
By mail:

Leameo, Inc.
Bartleby
2000 Seaport Blvd.
3rd Floor
Redwood City, CA 94063
Attn: Legal Department

By email: dmca@studentbrands.com

The email address above is only for reporting copyright infringement and may not be used for any other purpose.

- d. If you believe an individual is a repeat infringer, please follow the instructions above to contact our DMCA agent and provide information sufficient for us to verify the individual is a repeat infringer.
- e. It is often difficult to determine if your copyright has been infringed. Bartleby may elect to not respond to DMCA notices that do not substantially comply with all of the foregoing requirements, and Bartleby may elect to remove allegedly infringing material that comes to our attention via notices that do not substantially comply with the DMCA.
 - i. DMCA Counter-Notification. If access on the Services to a work that you submitted to Bartleby is disabled or the work is removed as a result of a DMCA copyright infringement notice, and you believe in good faith that the allegedly infringing works have been removed or blocked by mistake or misidentification, then you may send a "Counter-Notification" to the email address listed above. Your DMCA Counter-Notification should contain the following information:
 - 1. a legend or subject line that says: "DMCA Counter-Notification";
 - 2. a description of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled (please include the full URL of the page(s) on the Services from which the material was removed or access to it disabled);
 - 3. a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;
 - 4. your full name, address, telephone number, email address, and the username of your account with us (if any);
 - 5. a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or, if the address is located outside the U.S.A., to the jurisdiction of the United States District Court for the Southern District of New York), and that you will accept service of process from the person who provided DMCA notification to us or an agent of such person; and
 - 6. your electronic or physical signature.
 - ii. Receipt of DMCA Counter-Notification. If we receive a DMCA Counter-Notification, then we may replace the material that we removed (or stop disabling access to it) in not less than ten (10) and not more than fourteen (14) business days following receipt of the DMCA Counter-Notification. However, we will not do this if we first receive notice at the address above that the party who sent us the DMCA copyright infringement notice has filed a lawsuit asking a court for an order restraining the person who provided the material from engaging in infringing activity relating to the material on the Services. Upon our receipt of a Counter-Notification that satisfies the requirements of DMCA, we will provide a copy of the counter notification to the person who sent the original notification of claimed infringement and will follow the DMCA's procedures regarding counter notification. All Counter-Notifications must satisfy the requirements of Section 512(g)(3) of the U.S. Copyright Act. In all events, you expressly agree that neither Bartleby nor any of its affiliates or their employees, officers, directors, or agents will be a party to any disputes or lawsuits regarding alleged copyright infringement. Please note you may be held liable for money damages if you materially misrepresent that an activity is infringing your copyrights.

6. Product Specifications; Pricing; Typographical Errors.

We strive to accurately describe our products or services offered on the Services; however, we do not warrant that such specifications, pricing, or other content on the Services is complete, accurate, reliable, current, or error-free. As permitted by applicable law, Bartleby shall have the right to refuse or cancel any orders in its sole discretion. Your orders are offers to purchase subject to our acceptance, which we may reject or cancel subject to refund. If we charged your credit card or other account prior to rejection or cancellation, we will reissue credit to your credit card or other account. Additional Terms may apply. If a product you purchased or accepted from Bartleby is not as described, as permitted by applicable law, your sole remedy is to return it, to cancel the purchase and receive a credit for the purchase price.

7. Termination or Suspension.

- a. Termination by Us. We may, upon notice to you, issue a warning, temporarily suspend, indefinitely suspend, or terminate your account or your access to all or any part of the Services for any reason in our sole discretion. In certain cases, in our sole discretion, we may provide you with a written notice (a “**Restriction Notice**”) to inform you: (i) your right to use or access any part of the Services has been terminated, including the right to use, access or create any account thereon; (ii) we refuse to provide any Services to you; and (iii) any subsequent orders placed by you will be subject to cancellation. Other conditions may apply and shall be set forth in the Restriction Notice.
- b. For You to Terminate. You may terminate the Terms by ceasing all use of the Services and deleting all Licensed Elements from your Device.
- c. Effect of Termination or Suspension. Following termination (by us or by you) or suspension, you will not be permitted to use the Services. Any suspension or termination will not affect your obligations to Bartleby under the Terms or any applicable Additional Terms. Upon suspension or termination of your access to the Services, or upon notice from Bartleby, all rights granted to you under the Terms or any applicable Additional Terms will cease immediately, and you agree that discontinuing use of the Services. The provisions of the Terms and any applicable Additional Terms, which by their nature should survive your suspension or termination will survive, including the rights and licenses you grant to Bartleby in the Terms, as well as the indemnities, releases, disclaimers, and limitations on liability and the provisions regarding jurisdiction, choice of law, no class action, and mandatory arbitration.

8. Disclaimers; Exclusions and Limitations of Liability.

- a. DISCLAIMER OF WARRANTIES AND CONDITIONS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BARTLEBY AND ITS SUBSIDIARIES, AFFILIATES, AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS, MEMBERS, MANAGERS, SHAREHOLDERS, AGENTS, VENDORS, LICENSORS, LICENSEES, CONTRACTORS, CUSTOMERS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, “**BARTLEBY PARTIES**”) PROVIDE THE SERVICE, CONTENT, BARTLEBY LICENSED ELEMENTS, OR OTHER BARTLEBY PRODUCTS OR SERVICES ON AN “AS IS,” “AS AVAILABLE,” AND “WITH ALL FAULTS” BASIS WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER. THE USE OF THE SERVICES IS AT YOUR SOLE RISK, WITHOUT LIMITING THE FOREGOING, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE BARTLEBY PARTIES (AS APPLICABLE) DO NOT MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, THAT THE SERVICES, CONTENT, LICENSED ELEMENTS, UGC OR OTHER BARTLEBY PRODUCTS OR SERVICES WILL: (I) BE UNINTERRUPTED OR SECURE; (II) BE FREE OF DEFECTS, INACCURACIES OR ERRORS; OR (III) OTHERWISE MEET YOUR REQUIREMENTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BARTLEBY PARTIES HEREBY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, LACK OF HIDDEN OR LATENT DEFECTS, SECURITY, MERCHANTABILITY, SATISFACTORY QUALITY, QUIET ENJOYMENT AND NON-INFRINGEMENT, OR ARISING BY REASON OF CUSTOM OR USAGE IN THE TRADE OR BY COURSE OF DEALING. NOTWITHSTANDING THE FOREGOING, THIS SECTION DOES NOT EXPAND OR LIMIT: (X) ANY EXPRESS, WRITTEN PRODUCT WARRANTY OR RELATED DISCLAIMERS THAT ARE PROVIDED BY BARTLEBY PARTIES OR THEIR SUPPLIERS WITH REGARD TO A PHYSICAL PRODUCT SOLD BY BARTLEBY PARTIES TO YOU, OR ANY WARRANTY ON A PHYSICAL PRODUCT TO THE EXTENT REQUIRED BY APPLICABLE LAW; (Y) BARTLEBY PARTIES’ LIABILITY FOR PERSONAL INJURY TO YOU CAUSED BY BARTLEBY PARTIES TO THE EXTENT NOT WAIVABLE OR WHICH CANNOT BE LIMITED UNDER APPLICABLE LAW; OR (Z) ANY CAUSE OF ACTION YOU MAY HAVE AGAINST BARTLEBY PARTIES THAT IS NOT WAIVABLE OR CANNOT BE LIMITED UNDER APPLICABLE LAW.
- b. EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BARTLEBY PARTIES WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST REVENUE, LOST OR CORRUPTED DATA, OR DAMAGE TO REPUTATION OR GOODWILL OR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR OTHER INDIRECT DAMAGES OR LOSSES ARISING FROM, RELATING TO OR CONNECTED WITH YOUR USE OF (OR INABILITY TO USE) THE SERVICES, CONTENT, LICENSED ELEMENTS, UGC OR OTHER BARTLEBY PRODUCTS OR SERVICES REGARDLESS OF THE CAUSE OF ACTION ON WHICH THE CLAIM IS BASED (INCLUDING NEGLIGENCE, TORT, CONTRACT, STRICT LIABILITY, PRODUCT DEFECT OR MISREPRESENTATION), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.
- c. LIMITATION OF LIABILITY. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL ANY BARTLEBY 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, IN CONNECTION WITH, OR OTHERWISE DIRECTLY OR INDIRECTLY RELATED TO THE SERVICES (INCLUDING THE CONTENT AND THE UGC), INCLUDING WITHOUT LIMITATION:
 - i. your use of or inability to use the Services, or the performance of the Services;
 - ii. any action taken in connection with an investigation by Bartleby Parties or law enforcement authorities regarding your access to or use of the Services;
 - iii. any action taken in connection with copyright or other Intellectual Property owners or other rights owners;
 - iv. any errors or omissions in the Services’ technical operation or security or any compromise or loss of your UGC or other data or information; or
 - v. 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 the Bartleby 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 Services).
- d. EXCEPT AS MAY BE PROVIDED IN ANY APPLICABLE ADDITIONAL TERMS, TO THE FULLEST EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL THE BARTLEBY PARTIES’ TOTAL LIABILITY TO YOU, FOR ALL POSSIBLE DAMAGES, LOSSES, AND CAUSES OF ACTION IN CONNECTION WITH YOUR ACCESS TO AND USE OF THE SERVICES AND YOUR RIGHTS UNDER THE TERMS, EXCEED AN AMOUNT EQUAL TO THE AMOUNT PAID TO BARTLEBY IN CONNECTION WITH THE TRANSACTION(S) THAT UNDERLIE THE CLAIM(S); PROVIDED, HOWEVER, THIS PROVISION WILL NOT APPLY IF A COURT OR TRIBUNAL WITH APPLICABLE JURISDICTION FINDS SUCH TO BE UNCONSCIONABLE. FOR PURPOSES OF CLARITY, THE PRIOR SENTENCE DOES NOT EXPAND OR LIMIT ANY EXPRESS, WRITTEN PRODUCT WARRANTY THAT IS PROVIDED BY BARTLEBY OR A MANUFACTURER OF A PHYSICAL PRODUCT.
- e. The liability limitations set forth in this section are not intended to limit any express warranties from applicable product manufacturers of physical products sold via the Services, or any express warranties by Bartleby that are included in applicable Additional Terms.
 - i. APPLICABLE JURISDICTIONAL LIMITS. CERTAIN JURISDICTIONS, SUCH AS NEW JERSEY, DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OF OR LIMITATION OF CERTAIN DAMAGES. AS SUCH, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.
 - ii. ESSENTIAL PURPOSE. UNLESS LIMITED OR MODIFIED BY APPLICABLE LAW, THE FOREGOING DISCLAIMERS, EXCLUSIONS AND LIMITATIONS APPLY, EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

9. Arbitration and Dispute Terms.

- a. Forum Selection and Jurisdiction. Jurisdiction and venue for any controversy, allegation, or claim arising out of or relating to the Services, the Content, your UGC, these Service Terms, or any applicable Additional Terms, (collectively, “**Dispute**”) shall be in New York, New York. Each party submits to personal jurisdiction and venue in New York, New York for any and all purposes.
- b. Pre-Arbitration Notification. Bartleby and you agree that it would be advantageous to discuss and hopefully resolve any Disputes before formal proceedings are initiated; provided, however, that Bartleby need not do so in circumstances where its claims of Intellectual Property rights are concerned (“**ID Dispute**”) with

infringed, provided, however, that Bartleby need not do so in circumstances where its claims of intellectual property rights are concerned (i.e., **IP Disputes**, with all other disputes referred to as **"General Disputes"**). The party making a claim – whether you or Bartleby – shall send a letter to the other side briefly summarizing the claim and the request for relief. If Bartleby is making a claim, the letter shall be sent via email to the email address listed in your Bartleby account, as applicable. If no such information exists or if such information is not current, then we have no notification or delay obligations under this subsection. If you are making a claim, the letter shall be sent to: Learneo, Inc. (Bartleby), 2000 Seaport Blvd., 3rd Floor, Redwood City, CA 94063; Attn: Legal Department. If the Dispute is not resolved within sixty (60) days after notification, the claimant may proceed to initiate proceedings as set forth in this section. Either you or Bartleby, however, may seek provisional remedies (such as preliminary injunctive relief) subject to this section before the expiration of this sixty (60)-day period.

c. Arbitration of Claims. Unless you give us notice of opt-out within five (5) business days of your first use of the Services, addressed to: Learneo, Inc. (Bartleby), 2000 Seaport Blvd., 3rd Floor, Redwood City, CA 94063; Attn: Legal Department, all actions or proceedings arising in connection with, touching upon or relating to any Dispute, or the scope of the provisions of this section, shall be submitted to JAMS (www.jamsadr.com) for final and binding arbitration under its Comprehensive Arbitration Rules and Procedures if the matter in dispute is over \$250,000 or under its Streamlined Arbitration Rules and Procedures if the matter in dispute is \$250,000 or less, to be held in New York, New York, before a single arbitrator. If the matter in dispute is between Bartleby and a consumer, the matter shall be submitted to JAMS in accordance with its Policy on Consumer Arbitration Pursuant to Pre-Dispute Clauses Minimum Standards of Procedural Fairness. The arbitrator shall be selected by mutual agreement of the parties or, if the parties cannot agree, then by selecting from a list of arbitrators supplied by JAMS. We may have the right to pay the JAMS fees if required for arbitration to be enforceable. The arbitration shall be a confidential proceeding, closed to the general public; provided, however, that a party may disclose information relating to the arbitration proceedings to its and its affiliates' lawyers, insurance providers, auditors and other professional advisers. The fact that there is a Dispute between the parties that is the subject of arbitration shall be confidential to the same extent. The arbitrator shall issue a written opinion stating the essential findings and conclusions upon which the arbitrator's award is based. Neither party shall be entitled or permitted to commence or maintain any action in a court of law with respect to any matter in dispute until such matter shall have been submitted to arbitration as herein provided and then only for the enforcement of the arbitrator's award; provided, however, that prior to the appointment of the arbitrator or for remedies beyond the jurisdiction of an arbitrator, at any time, either party may seek pendente lite relief (subject to the provisions of these Service Terms waiving or limiting that relief) in a court of competent jurisdiction in New York, New York or, if sought by Bartleby, such other court that may have jurisdiction over you, without thereby waiving its right to arbitration of the dispute or controversy under this section; provided further, however, that the losing party shall have fifteen (15) business days after the issuance of the arbitrator's decision to fully comply with such decision, after which the prevailing party may enforce such decision by a petition to the Supreme Court, Civil Branch, New York County or, in the case of you, such other court having jurisdiction over you, which may be made ex parte, for confirmation and enforcement of the award. To the extent there are any challenges to the arbitrability of a claim, the arbitrator shall determine any and all such challenges.

d. Limitation on Injunctive Relief. AS PERMITTED BY APPLICABLE LAW, IF YOU CLAIM THAT YOU HAVE INCURRED ANY LOSS, DAMAGES, OR INJURIES IN CONNECTION WITH YOUR USE OF THE SERVICES, THEN THE LOSSES, DAMAGES, AND INJURIES WILL NOT BE DEEMED IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION OR TO OTHER EQUITABLE RELIEF OF ANY KIND. THIS MEANS (WITHOUT LIMITATION) THAT, IN CONNECTION WITH YOUR CLAIM, YOU AGREE THAT YOU WILL NOT SEEK, AND THAT YOU WILL NOT BE PERMITTED TO OBTAIN, ANY COURT OR OTHER ACTION THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OR EXPLOITATION OF THE SERVICES, CONTENT, UGC, PRODUCT, OR INTELLECTUAL PROPERTY OWNED, LICENSED, USED, OR CONTROLLED BY ANY BARTLEBY PARTY (INCLUDING YOUR LICENSED UGC) OR A LICENSOR OF ANY BARTLEBY PARTY.

e. Governing Law. These Service Terms and any applicable Additional Terms, General Disputes and IP Disputes, and any other claim brought by you against Bartleby Parties or by Bartleby against you pursuant to this section or otherwise related to the Services, Content, Licensed Elements, UGC, products, or Bartleby Intellectual Property, will be governed by, and construed and resolved in accordance with, the laws of the State of New York and the United States of America (with respect to matters subject to federal jurisdiction such as copyright) without regard to principles of conflicts of law. This Section 9 shall be governed solely by the Federal Arbitration Act, 9 U.S.C. §1, et seq., and not by the law of any state, and is enforceable pursuant to its terms on a self-executing basis. You and Bartleby agree that we intend that this Section 9 satisfies the "writing" requirement of the Federal Arbitration Act. This Section 9 can only be amended by mutual agreement. Either party may seek enforcement of this Section 9 in any court of competent jurisdiction.

f. Class Action Waiver. As permitted by applicable law, both you and Bartleby waive the right to bring any Dispute as a class, consolidated, representative, collective, or private attorney general action, or to participate in a class, consolidated, representative, collective, or private attorney general action regarding any Dispute brought by anyone else. Notwithstanding any provision in the JAMS Comprehensive Arbitration Rules and Procedures to the contrary, the arbitrator shall not have the authority or any jurisdiction to hear the arbitration as a class, consolidated, representative, or private attorney general action or to consolidate, join, or otherwise combine the Disputes of different persons into one proceeding. Notwithstanding the arbitration provision set forth above, if the provision regarding waiver of class, collective, representative, and private attorney general claims of this Section 9 is found to be void or otherwise unenforceable, any such class, collective, representative, or private attorney general claims must be heard and determined through an appropriate court proceeding, and not in arbitration.

g. Jury Waiver. AS PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY WAIVE THEIR RIGHT TO JURY TRIAL WITH RESPECT TO ALL CLAIMS AND ISSUES ARISING UNDER, IN CONNECTION WITH, TOUCHING UPON OR RELATING TO THESE TERMS, THE BREACH THEREOF AND/OR THE SCOPE OF THE PROVISIONS OF THIS SECTION, WHETHER SOUNDING IN CONTRACT OR TORT, AND INCLUDING ANY CLAIM FOR FRAUDULENT INDUCEMENT THEREOF.

h. Small Claims Matters. Notwithstanding the foregoing, either of us may bring a qualifying claim of General Dispute (but not IP Disputes) in small claims court, subject to Section 9(f).

i. Survival. The provisions of this Section 9 shall supersede any inconsistent provisions of any prior agreement between the parties. This Section 9 shall remain in full force and effect notwithstanding any termination of your use of the Services or the Terms.

10. General Provisions.

a. Bartleby's Consent or Approval. As to any provision in the Terms or any applicable Additional Terms that grants Bartleby a right of consent or approval or permits Bartleby to exercise a right in its "sole discretion," Bartleby may exercise that right in its sole and absolute discretion. No Bartleby consent or approval may be deemed to have been granted by Bartleby without being in writing and signed by an officer of Bartleby.

b. Indemnity. As permitted by applicable law, you agree to, and you hereby, defend (if requested by Bartleby), indemnify, and hold the Bartleby 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 Bartleby Party, or on account of the investigation, defense, or settlement thereof, arising out of or in connection with: (i) your UGC; (ii) your use of the Services and your activities in connection with the Services; (iii) your breach or alleged breach of the Terms or any applicable Additional Terms; (iv) 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 Services or your activities in connection with the Services; (v) 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; (vi) any misrepresentation made by you; and (vii) the Bartleby Parties' use of the information that you submit to us (including your UGC) subject to our [Privacy Policy](#) (all of the foregoing, **"Claims and Losses"**). You will cooperate as fully required by the Bartleby Parties in the defense of any Claims and Losses. Notwithstanding the foregoing, the Bartleby Parties retain the exclusive right to settle, compromise, and pay any and all Claims and Losses. The Bartleby 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 Bartleby. This section is not intended to limit any causes of action against us that you may have but are not waivable under applicable law.

c. Operation of Services; Availability of Products and Services; International Issues. Bartleby controls and operates the Services from the U.S., and makes no representation that the Services are appropriate or available for use beyond the U.S. If you use the Services from other locations, you are doing so on your own initiative and responsible for compliance with applicable laws regarding your online conduct and acceptable content, if and to the extent laws apply.

d. Export Controls. You are responsible for complying with all applicable trade regulations and laws both foreign and domestic. Except as authorized by U.S. law, you agree and warrant not to export or re-export the software to any country, or to any person, entity, or end-user subject to U.S. export controls or sanctions. You represent and warrant that you are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a "terrorist supporting" country; and that you are not listed on any U.S. government list of prohibited or restricted parties.

e. Interpretation. Headings used in the Terms are for reference only and shall not affect the meaning of any terms. "Including" means "including, without limitation." The singular includes the plural and vice versa. The Terms, and the applicable Additional Terms, are binding upon each party and its successors and permitted assigns.

- f. Entire Agreement. Except for any Additional Terms that apply to your use of the Services as we may notify or make available to you, this is the entire understanding between you and us regarding the use of the Services, and supersedes all prior and contemporaneous agreements and understandings between you and us regarding this subject matter.
- g. Severability. The provisions of the Terms are intended to be severable. If for any reason any provision of the Terms is held invalid or unenforceable in whole or in part in any applicable jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in that or any other jurisdiction.
- h. Our Affiliates, Suppliers and Licensors. Our affiliates, suppliers, licensors and other Bartleby Parties are intended third-party beneficiaries of these Service Terms.
- i. No Waiver. Our failure or delay to exercise or enforce any right, remedy or provision of the Terms or by law will not operate as a waiver of such or any other right, remedy or provision.
- j. Notices. Where we need to send you notices under the Terms or in connection with your use of the Services, you hereby consent to receive electronic notices from us, whether addressed to the email address associated with your account or another email address that you provide to us. To the maximum extent permitted by applicable law, you acknowledge and agree that any communication via email or by postings on the Services satisfies any legal requirement that such communications be made in writing. All legal notices to us must be sent to: Learneo, Inc. (Bartleby), 2000 Seaport Blvd., 3rd Floor, Redwood City, CA 94063, Attention: Legal Department.
- k. Force Majeure. We will not be liable to you for failing to perform our obligations under or arising out of the Terms, or the applicable Additional Terms, or any applicable laws or regulations because of any event beyond our reasonable control, including without limitation epidemics or pandemics, a labor disturbance, an internet outage or interruption of service, a communications outage, failure by a service provider or any other third party to perform, acts of war or other action of military forces, terrorism, riot, civil commotion, sabotage, vandalism, accident, fire, flood, acts of god, strike, lock-out or other industrial disputes (whether or not involving our employees or those of our affiliates, suppliers or licensors) or legislative or administrative interference (including those giving rise to currency changes or otherwise affecting our ability to operate or provide the nook service, whether in whole or in part).
- l. Changes to Services and Amendments to the Terms. To the maximum extent permitted by applicable law, we may, in our sole discretion, change, modify, suspend, make improvements to or discontinue any aspect of the Services, temporarily or permanently, in whole or in part, at any time with or without notice to you, and we will not be liable for doing so. We reserve the right from time to time to modify the Terms in our sole discretion. Your use of the Services after any modification we make constitutes your acceptance of the most recent version of the Terms as modified.
- m. Assignment. The Terms and all of your rights and obligations under them are not assignable or transferable by you without our prior written consent. We may freely assign, transfer, or delegate the Terms or any of our rights and obligations under it.
- n. Contact Information. For help with the Services or if you have any questions regarding the Services or these Service Terms, please contact customer service at customercare@bartleby.com. You acknowledge that we have no obligation to provide you with customer support of any kind and that customer service personnel cannot change or waive the Terms or the applicable Additional Terms.