



LearnPath Hub Terms and Conditions

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These terms and conditions (“T&Cs”) incorporate by reference a certain agreement for the provision of Mackin’s library software between the School and Mackin Book Company d/b/a Mackin Educational Resources (or any its affiliates) (“Mackin”; and such agreement, the “Agreement”). Any capitalized terms used in these T&Cs and not defined herein have the respective meanings ascribed to them in the Agreement.

What is Shared Content?

“Shared Content” means any guide, information or content that a User publishes on the Hub.

“User” means an individual authorized by a School to use the LearnPath Hub (“Hub”) on behalf of the School.

“School” means the active subscriber to LearnPath under the Agreement.

A User may use the Hub, a module of LearnPath, which is a part of the Mackin’s library software service, to publish Shared Content.

A School shall cause its Users to abide by these T&Cs and the Agreement.

Who Owns Shared Content?

A User retains ownership rights in its Shared Content. However, other Users, other Schools and Mackin are each granted a license to use the Shared Content.

Can Other Users Use My Shared Content?

By publishing Shared Content, a User thereby grants a license to other Users, other Schools and Mackin to use any part of the Shared Content under a Creative Commons Attribution-Noncommercial-ShareAlike license. This grants others the non-commercial right to copy, distribute, display, perform the work or create adaptations on the condition that the original author is credited and that any adaptations are licensed in the same way.

Each User has the right to use other Users’ Shared Content according to the same Creative Commons license. If a User does not want to give these rights, it must not publish anything on the Hub.

What Are My Responsibilities When I Contribute Through Shared Content?

Each User is solely responsible for the Shared Content that it publishes and the Shared Content that it transmits to others.

Each User warrants that it owns or otherwise controls all of the rights to its Shared Content, that it does not violate these T&Cs and that it will not cause injury to any person or entity.

Each User will indemnify Mackin and its third-party providers, consultants, or other legal affiliates for all third-party claims resulting its Shared Content, its use of the Hub, and its breaches of these T&Cs. Mackin may, at its discretion, disable the Hub account of any User who violates these T&Cs, including the Use Standards.

What Can I Do If I See Content That Infringes On My Intellectual Property Rights?

Mackin respects the intellectual property of others and reserves the right to remove or disable content claimed to have been infringed after proper notification. If there is reason to believe that copyrighted material(s) have been used in a way that constitutes infringement, please submit a written report to our designated agent:

Bids Department
3505 County Road 42 West
Burnsville, MN 55306
bids@mackin.com

The following details must be included as part of the notification:

- Signature of the copyright owner or person authorized to act on behalf of the owner;
- Identification of the copyrighted material(s) claimed to have been infringed;
- Information sufficient for Mackin to locate the material(s), such as title, description, location/link, and any other identifying details;
- Contact information for the copyright owner or person authorized to act on behalf of the owner;
- A statement that the person submitting the notification has a good faith belief that use of the material(s) in the manner provided is not authorized by the copyright owner, person authorized to act on behalf of the owner, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that the person submitting the notification is the copyright owner or authorized to act on behalf of the owner. Please note: Under Section 512(f) of the Digital Millenium Copyright Act (DMCA), any person or entity that knowingly falsifies or misrepresents infringement of copyright may be subject to liability for damages (including costs and attorneys' fees).

Is Shared Content Ever Removed From the Hub For Other Reasons?

Mackin may, at its discretion, remove Shared Content from the Hub that it alone considers breaches the Content Standards. The Hub is not intended for the storage of valuable or irreplaceable data.

Appropriate-Use Standards (the Below Collectively, the “Use Standards”)

No user shall:

- access or attempt to access areas of the Hub to which it is are not authorized;
- use or attempt to use another User’s account without Mackin’s authorization or falsely state or otherwise misrepresent itself or its affiliation with any person or entity;
- use or access the Hub in a way that adversely affects the performance or function of the Hub; or
- use any automated system to harvest or capture any content on the Hub whether provided by a School, Mackin or a third party.

Each user shall:

- continue to comply with the Agreement, including these T&Cs;
- maintain the security of its login information; and - not register for more than one account.

Appropriate Shared Content (the Below Collectively, the “Content Standards”)

No user shall use the hub to upload, post, transmit, share, store or otherwise make available any content that:

- violates the Use Standards or the Content Standards;
- is unrelated to grade-school curriculum, learning extracurriculars or grade-school library resources;
- is unlawful, threatens or incites violence, physical intimidation or otherwise creates a reasonable risk of imminent harm or direct threat to safety;
- consists of or depicts obscene material as defined by applicable law; - constitutes unsolicited or unauthorized advertising, solicitations, promotional materials, junk mail, spam or chain letters for commercial or personal gain;
- is private information about or belonging to any third party, including without limitation home addresses, personal phone numbers, personal email addresses, personal identification numbers and credit card numbers, the disclosure of which would constitute an invasion of privacy or otherwise be prohibited under applicable law;
- contains software viruses, worms, or any other computer code, files or programs designed to interrupt, gain illegal access, destroy or limit the functionality of any data, software, hardware or telecommunications equipment;
- infringes upon or violates the rights of any person or entity under applicable law;

- constitutes, encourages or provides instructions for a criminal offense or that would otherwise create liability or violate any applicable law.

Will My Name Be Visible With My Shared Content?

An author can choose to publish Shared Content anonymously, in which case no details will be displayed with the Shared Content.

Otherwise, upon publishing Shared Content, an “author name” as provided by the User will be displayed with the Shared Content, along with the User’s School name. A User should use discretion and include in its Shared Content only personal information of itself it wishes to be made public in accordance with the Use Standards and Content Standards. Also, in accordance with the Content Standards, no User shall publish any private information about or belonging to any third party. Shared Content is not considered Confidential Information.

Warning About Shared Content

Each User accepts that use of the Hub is at its sole risk and neither Mackin nor another School will have any liability to such User for any such content that may be found to be indecent or otherwise objectionable.

Neither Mackin Nor Another School:

- verifies the accuracy or reliability of any Shared Content;
- endorses any opinions contained in the Shared Content; LearnPath Hub Terms and Conditions
- confirms the credentials of any Users; or - will be responsible for any User’s use or reliance on any Shared Content.

Updating These T&Cs

These T&Cs may change as the Hub evolves. A User’s continued use of the Hub signifies its acceptance of any revised T&Cs.