



# Terms of Service for Stanford Online Courses

**IN ORDER TO PARTICIPATE IN STANFORD ONLINE COURSES OR ACCESS ANY ONLINE SITES OR RESOURCES OFFERED BY STANFORD AT CLASS.STANFORD.EDU OR SUCH OTHER LOCATION UNDER THE STANFORD.EDU DOMAIN TO WHICH THOSE SITES OR RESOURCES MAY MOVE (“SITE”), YOU MUST FIRST CAREFULLY READ AND AGREE TO THESE TERMS OF SERVICE, AND PRIVACY POLICY (“TERMS”). BY ACCESSING AND PARTICIPATING IN THE SITES, YOU HAVE INDICATED THAT YOU HAVE READ THESE TERMS AND AGREE TO BE BOUND BY AND COMPLY WITH THEM. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, PLEASE PROMPTLY EXIT ALL SITES.**

**STANFORD UNIVERSITY (“STANFORD”) RESERVES THE RIGHT TO MODIFY THESE TERMS AT ANY TIME AND WILL PUBLISH NOTICE OF ANY MODIFICATIONS ON-LINE AT THIS SITE. BY CONTINUING TO ACCESS A SITE AFTER NOTICE OF SUCH MODIFICATIONS HAS BEEN PUBLISHED, YOU SIGNIFY YOUR AGREEMENT TO BE BOUND BY THEM.**

## **Eligibility**

Registration and participation in the Sites and online courses is restricted to those individuals over 18 years of age, emancipated minors, or those who possess legal parental or guardian consent, and are fully able and competent to enter into these terms, conditions, obligations, affirmations, representations and warranties herein. In any case, you affirm that you are over the age of 13 since access to the Site is not intended for children under 13. If you are under 13 years of age, do not use the Site. If you have questions about the applicability of this policy, please contact us at [contact@class.stanford.edu](mailto:contact@class.stanford.edu) (<mailto:contact@class.stanford.edu>). Certain courses may also have additional eligibility requirements as specified in the specific course description. If you are not eligible for registration and participation or do not agree to the Terms, you may not use the Site.

## **Rules for Online Conduct**

You agree to use the Sites in accordance with all applicable laws. You further agree that you will not e-mail or post any of the following content anywhere on the Site, or on any other Stanford computing resources:

- Content that defames or threatens others

- Harassing statements or content that violates federal or state law
- Content that discusses illegal activities with the intent to commit them
- Content that infringes another's intellectual property, including, but not limited to, copyrights, trademarks or trade secrets
- Content related to partisan political activities
- Material that contains obscene (i.e. pornographic) language or images
- Advertising or any form of commercial solicitation
- Content that is otherwise unlawful
- Intentionally misleading or inaccurate content

Copyrighted material, including without limitation software, graphics, text, photographs, sound, video and musical recordings, may not be placed on the Site without the express permission of the owner of the copyright in the material, or other legal entitlement to use the material.

You agree not to attack, disrupt, disable or harm the Site, or servers or networks connected to the Site. You may not use the Site via any automated means, such as a screen-scraper or robot. This is not intended to exclude the use of assistive technology for your own use, such as screen-readers. You agree not to send any unsolicited emails to other Site Users. You may not display the Site within a frame on another website, or place pop-up windows or other disruptive technologies over it.

## **Content Disclaimer**

The text and other material on the Sites may include the opinion of the specific instructor and are not statements of advice, opinion, or information of Stanford. If you feel you might be offended by the content of the Sites, you should not continue.

Sites may also include the personal opinions and other expressions by Users who post entries on a wide range of topics. Neither the content of the forums, nor the links to other web sites, are screened, approved, reviewed or endorsed by Stanford or any other related entity. Stanford is not a publisher of any of the content of the forums, or of any content that may be available through links to and from them.

## **Honor Code**

By registering in an online course, you agree to: complete all assessments, problems, homework and assignments with your own work (unless collaboration is expressly permitted); acknowledge any and all external sources used in your work; refrain from any activity that would dishonestly or fraudulently improve your results or disadvantage others in the course; refrain from disclosing answers to assessments, problems, assignments and homework to others; maintain only one user account and not let anyone else use your username and/or password; and not access or attempt to access any other user's account, or misrepresent or attempt to misrepresent your identity while using the Sites.

This Honor Code is not intended to prohibit discussion of course material. While students must submit work that is their own, students should feel free to discuss lectures or other course material with others either in-person or online.

Stanford students using this Site are expected to abide by the Fundamental Standard which has set the standard of conduct for students at Stanford since 1896 and which provides:

*Students at Stanford are expected to show both within and without the University such respect for order, morality, personal honor and the rights of others as is demanded of good citizens. Failure to do this will be sufficient cause for removal from the University.*

Stanford employees using this Site are expected to abide by the University Code of Conduct, Administrative Guide Memo 1.

## **User Accounts**

In order to fully participate in all Site activities, you must provide an email address ("Email Address") and a user password ("User Password"). You agree that you will never divulge or share access or access information to your User Account with any third party for any reason.

In setting up your User Account, you may be prompted or required to enter additional information, including but not limited to your name and location. Additional information may be required to confirm your identity. You understand and agree that all information provided by you is accurate, current and complete and that you will maintain and update your information to keep it accurate, current and complete. You acknowledge that if any information provided by you is untrue, inaccurate, not current or incomplete, we reserve the right to terminate your use of the Sites.

## **Course Modification or Cancellation**

The Sites, including the course materials, may contain errors and omissions. We reserve the right to correct errors or omissions without prior notice. We also reserve the right to cancel, discontinue, reschedule, delay, change instructors or modify any course or service.

You acknowledge that the course content of the online course does not reflect the complete curriculum of a course that may be offered to students enrolled at Stanford.

We will study course participation to learn how to enhance both our course offerings and the online learning experience. In the interests of these research studies, you may be exposed to slight variations in the course materials that will not substantially alter your learning experience.

## **Use of Site and Materials**

Unless otherwise indicated, the Site and content are the property of Stanford. In consideration for your agreement to the terms and conditions contained here, Stanford grants you a personal, non-exclusive, non-transferable license to access and use the Site. User may download material from the Site only for User's own personal, non-commercial use. User may not otherwise copy, reproduce, duplicate, retransmit, distribute, publish, sell, resell, commercially exploit or otherwise transfer any material or modify or create derivative works of the material. The burden of determining that use of any information, software or any other content on the Site is permissible rests with User. Some content on the Site is provided by third parties, and the use of that content is subject to rules and restrictions as indicated on the Site. You agree to be bound by all such rules and restrictions.

## **User Content**

You may be permitted to submit and distribute materials in connection with an online course (“User Content”). You represent and warrant that any material you submit to the Site, instructors or other Users is accurate and complete and will not violate or infringe the rights of any third party, including without limitation privacy, publicity, intellectual property and any other proprietary rights, such as copyright, trademark and patent rights. You represent and warrant that you have all the necessary rights and licenses to use the material and to permit use of the material by Stanford.

You agree that, if a third party claims that any material you have contributed to a Site is unlawful, you will bear the burden of establishing that the material complies with all applicable laws. Although Stanford does not monitor the content of the Site, Stanford has the right to remove material from the Site, block access, or take other action with respect to the material in its sole discretion.

By your submission of any material, you hereby grant Stanford an irrevocable, non-exclusive, royalty free, fully transferable, worldwide license to use, disclose, reproduce, distribute, prepare derivative works of, publicly perform and publicly display any such submission. You hereby grant Users in your online course a license to use your User Content (including the right to copy, modify and distribute such content) in conjunction with their participation in the course.

## **User Status and Statement of Accomplishment**

You agree and acknowledge that your access to the Site, participation in an online course and your agreement to these Terms do not confer any right to access or use the resources of Stanford or establish any relationship with Stanford or its instructors beyond the Site and that you are not entitled to any student or academic grievance procedures.

Subject to satisfactory performance and course completion, you may receive a Statement of Accomplishment (“Statement”) signed by the instructor(s). Stanford reserves the right to determine whether a Statement will be issued for the online course and the nature of the information to be provided in the Statement. You acknowledge that any Statement will not stand in the place of a course taken at Stanford or an accredited

institution or confer any academic credit, grade or degree or indicate enrollment at Stanford. You further acknowledge that instructors of any online course will not be involved in any attempts to get the course recognized by any educational or accredited institution.

## **Links to Other Sites**

The Site may include hyperlinks to sites maintained or controlled by others. Stanford is not responsible for and does not routinely screen, approve, review or endorse the contents of or use of any of the products or services that may be offered at other sites.

## **Choice of Law/Forum Selection**

The Sites are managed by Stanford, located in Santa Clara County, California. You agree that any dispute arising out of or relating to these Terms or any content posted to a Site, including copies and republication thereof, whether based in contract, tort, statutory or other law, will be governed by the laws of the State of California, excluding its conflicts of law provisions. You further consent to the personal jurisdiction of and exclusive venue in the federal and state courts located in and serving Santa Clara County, California as the legal forum for any such dispute.

## **Disclaimer of Warranty / Limitation of Liabilities**

THESE SITES AND ANY INFORMATION, PRODUCTS OR SERVICES THEREIN ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE OF A PARTICULAR PURPOSE, OR NONINFRINGEMENT.

Stanford does not warrant, and hereby disclaims any warranties, either express or implied, with respect to the accuracy, adequacy or completeness of any Site, information obtained from a Site, or link to a Site. Stanford does not warrant that the Site will operate in an uninterrupted or error-free manner or that the Site is free of viruses or other harmful components. Use of information obtained from or through the Site is at your own risk.

YOU AGREE THAT STANFORD WILL NOT BE LIABLE TO YOU FOR ANY LOSS OR DAMAGES, EITHER ACTUAL OR CONSEQUENTIAL, ARISING OUT OF OR RELATING TO THESE TERMS, OR TO YOUR (OR ANY THIRD PARTY'S) USE OR INABILITY TO USE A SITE, OR TO YOUR PLACEMENT OF CONTENT ON A SITE, OR TO YOUR RELIANCE UPON INFORMATION OBTAINED FROM OR THROUGH A SITE. IN PARTICULAR, STANFORD WILL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, SPECIAL OR INCIDENTAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR DEFAMATION, ERRORS, LOSS OF DATA, OR INTERRUPTION IN AVAILABILITY OF DATA), ARISING OUT OF OR RELATING TO THESE TERMS, YOUR USE OR INABILITY TO USE A SITE, OR YOUR PLACEMENT OF CONTENT ON A SITE, OR TO YOUR RELIANCE UPON INFORMATION OBTAINED FROM OR THROUGH A SITE, WHETHER BASED IN

CONTRACT, TORT, STATUTORY OR OTHER LAW, EXCEPT ONLY IN THE CASE OF DEATH OR PERSONAL INJURY WHERE AND ONLY TO THE EXTENT THAT APPLICABLE LAW REQUIRES SUCH LIABILITY.

WITHOUT LIMITING THE FOREGOING, STANFORD DOES NOT WARRANT THAT (A) THE SITE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS OR ACHIEVE THE INTENDED PURPOSES, (B) THE SITE WILL NOT EXPERIENCE OUTAGES OR OTHERWISE BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, (C) THE INFORMATION OBTAINED THROUGH FROM THE SITE WILL BE ACCURATE, COMPLETE, CURRENT, ERROR-FREE, COMPLETELY SECURE OR RELIABLE, OR (D) THAT DEFECTS IN OR ON THE SITE WILL BE CORRECTED.

Stanford makes no representation regarding your ability to transmit and receive information from or through the Site and you agree and acknowledge that your ability to access the Site may be impaired. Stanford disclaims any and all liability resulting from or related to such events.

### **Termination Rights**

You agree that: Stanford, in its sole discretion, may terminate your use of the Site or your participation in an online course, for any reason or no reason and at any time; Stanford shall not have any liability to you for the termination; and that you are not entitled to any course credit or to any student or academic grievance procedures in connection with such a termination.

If you no longer desire to participate in the Site, you may terminate your participation therein upon notice to Stanford.

### **Trademarks**

The logos, names and graphics on the Site of Stanford or any of its affiliates, may be trademarks of Stanford or its affiliates. Use, reproduction, copying or redistribution of Stanford trademarks, without the prior written permission of Stanford or its affiliates, is prohibited. All other trademarks or servicemarks appearing on the Site are the marks of their respective owners. Information about Stanford trademarks may be found at [http://adminguide.stanford.edu/15\\_5.pdf](http://adminguide.stanford.edu/15_5.pdf) ([http://adminguide.stanford.edu/15\\_5.pdf](http://adminguide.stanford.edu/15_5.pdf)).

### **Indemnification**

You agree to indemnify and hold Stanford and its instructors, trustees, officers, agents, employees, and assignees, harmless from any claims, actions, demands, losses or damages, including legal fees, arising out of, resulting from or in any way related to your participation in an online course, use of a Site placement of any content onto a Site or violation of these Terms. You further agree to fully cooperate in Stanford's defense against any such claims.

### **Copyright Complaints**

Stanford respects the intellectual property rights of others. In accordance with Title II of the Digital Millennium Copyright Act (DMCA), an agent has been designated to receive notification of a claimed copyright infringement for the Stanford University Network domains: Stanford.EDU, Stanford.ORG and Stanford.COM. If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement, please contact Stanford's DMCA Designated Agent (<http://www.stanford.edu/group/security/dmca.html>) with a copy to [copyright@class.stanford.edu](mailto:copyright@class.stanford.edu) (<mailto:copyright@class.stanford.edu>)

## **Privacy Policy**

Stanford considers the confidentiality and security of your information to be of the utmost importance. Stanford will use commercially reasonable efforts to keep your Personally Identifiable Information private and will not share it with third parties, except as otherwise provided in this Privacy Policy, or unless Stanford has a good faith belief that such disclosure is necessary in special cases, such as a physical threat to you or others. Stanford takes reasonable measures to protect your Personally Identifiable Information from disclosure to or access by third parties. Please note that Stanford does not guarantee the security of Personally Identifiable Information, and there is some risk that an unauthorized third party may find a way to circumvent our security systems or that transmission of your information over the Internet will be intercepted.

## **What Information this Privacy Policy Covers**

Some of our Site's functionality can be used without revealing any personal information; however, for features or services related to an online course registration and participation, personal information is required. If you do not use these specific features or services on the Site, then the only information Stanford collects will be "Non-Personal Information" (i.e., information that cannot be used to identify you). Non-Personal Information includes information such as the web pages that you have viewed.

In order to access certain features and benefits on our Site, you may need to submit "Personally Identifiable Information" (i.e., information that can be used to identify you). Personally Identifiable Information can include information such as your name and email address, among other things. You are responsible for ensuring the accuracy of the Personally Identifiable Information you submit to Stanford. Inaccurate information may affect your ability to use the Site, the information you receive when using the Site, and our ability to contact you. For example, your email address should be kept current because that is one of the primary means by which we communicate with you.

Please note that this Privacy Policy only applies to information that we collect through the Site and does not apply to information that we may collect from you through other means such as by mail or over the phone.

## **What You Consent to by Using Our Site**

Please understand that by submitting any Personally Identifiable Information to us, you consent and agree that Stanford may collect, use and disclose such Personally Identifiable Information in accordance with this Privacy Policy and our Terms of Use, and as permitted or required by law. If you do not agree with these terms, then please do not provide any Personally Identifiable Information to us. If you refuse or withdraw your consent, or if you choose not to provide us with any required Personally Identifiable Information, Stanford may not be able to provide you with the services and courses that can be offered on our Site.

## **The Information We Collect**

We gather two types of information about users through the Site:

**Non-Personal Information.** When users come to our Site, Stanford may track, collect and aggregate Non-Personal Information indicating, among other things, which pages of our Site were visited, the order in which they were visited, when they were visited, and which hyperlinks were "clicked." We also collect information from the URLs from which you linked to our Site. Collecting such information may involve logging the IP address, operating system and browser software used by each user of the Site. Although such information is not Personally Identifiable Information, we may be able to determine from an IP address a user's Internet Service Provider and the geographic location of his or her point of connectivity.

Stanford also uses or may use cookies and/or web beacons to help us determine and identify repeat visitors, the type of content and sites to which a user of our Site links, the length of time each user spends at any particular area of our Site, and the specific functionalities that users choose to use. Essentially, cookies are a user's identification card for the Stanford servers. Web beacons are small graphic files linked to our servers that allow us to track your use of our Site and related functionalities. Cookies and web beacons allow Stanford to serve you better and more efficiently, and to personalize your experience at our Site. Cookies and web beacons are not used to retain Personally Identifiable Information. From time to time Stanford may also use additional methods of collecting data.

You should be able to control how and whether cookies will be accepted by your web browser. Most browsers offer instructions on how to reset the browser to reject cookies in the "Help" section of the toolbar. If you reject our cookies, many functions and conveniences of this Site may not work properly.

**Personally Identifiable Information.** Stanford collects Personally Identifiable Information that you provide to us when you sign-up for email updates, participate in online courses or services through our Site, participate in our public forums, send us email messages, and/or otherwise contact us. Among other things, Stanford may use the Personally Identifiable Information that you provide to respond to your questions, provide you the specific course and/or services you select, send you updates about online courses offered by Stanford or other Stanford events, and send you email messages about Site maintenance or updates. In order to subscribe to services, you may be required to provide us with Personally Identifiable Information such as your name and email address. You may also be asked to provide demographic information such as date of birth, gender and educational and vocational information. Stanford may also receive Personally Identifiable Information when you access or log-in to a third party site, e.g., Facebook,



from our Site. This may include the text and/or images of your Personally Identifiable Information available from the third party site. Personally Identifiable Information shall not include any information posted or sent by or to you via any public forum.

## **How We Use the Information**

Please take some time to familiarize yourself with the different ways Stanford uses the information that we gather.

**Non-Personal Information.** Stanford uses Non-Personal Information in aggregate form to build higher quality, more useful services by performing statistical analyses of the collective characteristics and behavior of our users, and by measuring demographics and interests regarding specific areas of our Site.

**Personally Identifiable Information.** This Privacy Policy serves as notice that Stanford collects Personally Identifiable Information in the manner described herein. Except as set forth in this Privacy Policy or as specifically agreed to by you, Stanford will not disclose any Personally Identifiable Information we gather from you on the Site. In addition to the other uses set forth in this Privacy Policy, Stanford may disclose and otherwise use Personally Identifiable Information as described below.

**Updates.** We use Personally Identifiable Information collected when you sign-up for our various email or update services to send you the messages in connection with the Site or an online course. Stanford may also archive this information and/or use it for future communications with you.

**Forums.** Stanford uses Personally Identifiable Information collected during your use of forums to facilitate your use of the forums. In addition Stanford may publish this information either on the Site and/or in other publications. Stanford may also archive this information and/or use it for future communications with you and/or your designee(s).

**Participation in Online Courses.** We use the Personally Identifiable Information that we collect from you when you participate in an online course through the Site for processing purposes, including but not limited to tracking attendance, progress and completion of an online course. Also, Stanford may archive this information and/or use it for future communications with you.

**Communications with Stanford.** When you send us an email message or otherwise contact us, we may use the information provided by you to respond to your communication and/or as described in this Privacy Policy. We may also archive this information and/or use it for future communications with you.

**Research.** We will study course participation to learn how to enhance both our course offerings and the online learning experience. . Records of your participation may be used by Stanford for these research studies. All research findings will be reported at the aggregate level and will not expose your personal identity.

**Third Party Sites.** We use the Personally Identifiable Information collected from third party sites for internal purposes. To the extent such Personally Identifiable Information contains images of you; you grant Stanford a limited, non-exclusive right to use, reproduce, distribute, prepare derivative works of or publicly display such images and/or your likeness for educational purposes.

**Disclosure to Stanford Contractors.** Our contractors may have limited access to your Personally Identifiable Information in the course of providing products or services to us. These contractors may include vendors and suppliers that provide us with technology, services, and/or content related to the operation and maintenance of the Site or the online course. Access to your Personally Identifiable Information by these contractors is limited to the information reasonably necessary for the contractor to perform its limited function for us.

**Government Authorities, Legal Rights and Actions.** Stanford may share your Personally Identifiable Information with various government authorities in response to subpoenas, court orders, or other legal process; to establish or exercise our legal rights or to protect our property; to defend against legal claims; or as otherwise required by law. In such cases Stanford reserves the right to raise or waive any legal objection or right available to us. We also may share your Personally Identifiable Information when Stanford believes it is appropriate to investigate, prevent, or take action regarding illegal or suspected illegal activities; to protect and defend the rights, property, or safety of Stanford, the Site, our users or others; and in connection with our Terms of Use and other agreements.

## **External Links**

For your convenience we may provide links to sites operated by organizations other than Stanford ("Third Party Sites") that we believe may be of interest to you. Stanford does not disclose your Personally Identifiable Information to these Third Party Sites without obtaining your consent. Stanford does not endorse and is not responsible for the privacy practices of these Third Party Sites. If you choose to click on a link to one of these Third Party Sites, you should review the privacy policy posted on the other site to understand how that Third Party Site collects and uses your Personally Identifiable Information.

## **Updating or Deleting Your Personally Identifiable Information**

You may update or delete your Personally Identifiable Information by logging into the Site and visiting your user account page. Keep in mind, however, that there will be residual information that will remain within our databases, access logs and other records, which may or may not contain your Personally Identifiable Information. You may also submit a request to update your page to [techsupport@class.stanford.edu](mailto:techsupport@class.stanford.edu) (mailto:techsupport@class.stanford.edu). We try to answer every email promptly, but may not always be able to do so.

## **Changing Our Privacy Policy**

Please note that we review our privacy practices from time to time, and that these practices are subject to change. Any change, update, or modification will be effective immediately upon posting on our Site. We will notify you of any material change to this Privacy Policy by posting a notice on our Site's homepage for a reasonable period of time following such update, and by changing the effective date (located at the bottom of this page). Be sure to return to this page periodically to ensure familiarity with the most current version of this Privacy Policy. If you have any privacy-related questions, you may contact Stanford at [privacy@class.stanford.edu](mailto:privacy@class.stanford.edu) (<mailto:privacy@class.stanford.edu>).

## **Protecting Children's Privacy**

Stanford strongly believes in protecting the privacy of children. In line with this belief, we do not knowingly collect or maintain Personally Identifiable Information on our Site from persons under 13 years of age, and no part of our Site is directed to persons under 13 years of age. If you are under 13 years of age, then please do not use or access this Site at any time or in any manner. Stanford will take appropriate steps to delete any Personally Identifiable Information of persons less than 13 years of age that has been collected on our Site without verified parental consent upon learning of the existence of such Personally Identifiable Information.

## **General**

These Terms of Service, including the Honor Code and Privacy Policy, constitute the entire agreement between you and Stanford and its affiliates with respect to the subject matter herein and supersedes any and all prior or contemporaneous oral or written agreements.

### **Contacting Stanford**

If you have any questions regarding these Terms or Site, you may contact Stanford at [contact@class.stanford.edu](mailto:contact@class.stanford.edu) (<mailto:contact@class.stanford.edu>), or by phone at +1 650-723-2300 (ask to be connected to the office of the Vice Provost for Online Learning).

Effective date: September 5, 2012



(<http://www.stanford.edu>)

SU Home (<http://www.stanford.edu>)

Maps & Directions (<http://visit.stanford.edu/plan/maps.html>)

Search Stanford (<http://www.stanford.edu/search/>)

Terms of Use (<http://www.stanford.edu/site/terms.html>)

Copyright Complaints

(<http://www.stanford.edu/site/copyright.html>)

© Stanford University, Stanford, California 94305