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1. Parties; Terms of Use; Sponsor.

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By registering or participating in services or functions on the Site, you affirm that you (i) are at least the age of majority in your jurisdiction of residence; or (ii) are over the age of 13 and have your parent's or legal guardian's consent to agree to these Terms of Use. If you are under the age of 13, you may not use the Site. You also agree that you will register for this MOOC only once.

We expressly reserve the right to change these Terms of Use from time to time without notice to you, and it is your responsibility to review this Site and these Terms of Use periodically to familiarize yourself with any modifications. Your continued use of this Site after any modifications will constitute agreement with the Terms of Use as modified.

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[++THE FOLLOWING SECTION SHALL ONLY APPLY and shall only be included IF THE MOOC HAS BEEN IDENTIFIED IN THE ORDER FORM AS BEING SPONSORED FOR SPECIFIC RESEARCH PURPOSES WHERE THERE IS A NAMED THIRD PARTY INTERESTED IN THE RESEARCH OUTSIDE OF D2L OR THE CLIENT. RESEARCH IS NOT INCLUDED AS PART OF THE FREE OFFERING:++]

This MOOC is sponsored by [insert research sponsor name here]. The goal of that project is to help talented, committed faculty members improve their practice and reach more learners while enabling a broader range of learners to potentially benefit from MOOCs. These grants aim to:

- Expand MOOC content to include more introductory courses, and to make such content available and accessible to a broader range of learners. Presently, MOOC content is aimed at upper division content and, for the most part, learners with more advanced academic proficiency. The only way to understand the potential impact and benefit of MOOCs for low-income young adults is to make sure they can access and utilize the courses;
- Better understand different "use cases" for MOOCs, including how they might be integrated into classroom practice in order to support completion and lower costs; and
- Conduct research to understand the learner-level impact of such courses and to understand how these types of tools are most effectively implemented.

In order to achieve these goals, we and our Partners may collect certain information about your interaction with the Site. As part of the Site, we may also automatically upload information about your computer or mobile device, your use of the Site, and Site performance.]

[++ END OF SECTION ONLY APPLICABLE IF RUNNING RESEARCH ++]

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To access the Materials on this Site, you are required to create and use your unique account and password as prompted when completing our online registration form, which requests certain information and data ("Data"), and maintaining and updating your Data as required. You agree that all information you provide as Data (i) is your own personal information; and (ii) is true and accurate, and that you will maintain and update this Data as needed in order to keep it current, complete, and accurate at all times.

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- contains obscene (e.g., pornographic) language or images;
- constitutes or contains advertising, spam, promotional materials, any form of commercial solicitation or chain letters;
- contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, disable, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party or otherwise harms other users of the Site; or
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- Identify in detail the work that you believe has been infringed upon or other information sufficient to specify the work being infringed).
- Identify the Material that you claim is infringing the work listed in item 1 above.
- Provide information reasonably sufficient to permit us to contact you (email address is preferred).
- Provide information, if possible, sufficient to permit us to notify the owner/administrator of the allegedly infringing webpage or other content (email address and phone number in addition to other details).
- Include the following statement: "I have a good faith belief that use of the Materials described above is not authorized by the owner."
- Include the following statement: "I swear, under penalty of perjury, that the information in the notification is accurate and that I am the owner, or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed."
- Sign the paper.
- Send the written communication to the following address:

Contact: Desire2Learn Legal Department
Address: 151 Charles Street W., Suite 400, Kitchener, ON N2G 1H6
Phone: 519-772-0325
Email: Legal@Desire2Learn.com

Contact: _____ (Course Provider)
Address: _____
Phone: _____
Email: _____

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10. Indemnification

You shall defend, indemnify, and hold us and our Partners harmless from all liabilities, claims, and expenses, including attorneys' fees, which arise from your acts, omissions, use or misuse of the Site. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

11. Password; Security

You alone are responsible for maintaining the confidentiality of your password and account and for any and acts or omissions that occur through the use of your password and account. Therefore, you must take steps to ensure that others do not gain access to your password and account. Our personnel will never ask you for your password. You may not transfer or share your account with anyone, and we reserve the right to immediately terminate your account if you transfer or share your account.

We take reasonable measures to protect the security, confidentiality and integrity of the Data you upload. We have security measures in place to protect the loss, misuse, and alteration of the Data under our control. Unfortunately, there is no such thing as perfect security. Although we strive to protect all Data including personal information, we cannot ensure or guarantee the security of any Data transmitted to us through or in connection with the Site.

12. Participation in Promotions

From time to time, this Site and/or other links available at this Site may include advertisements offered by third parties. You may enter into correspondence with or participate in promotions of the advertisers showing their products on this Site. Any such correspondence or promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such correspondence or promotions, are solely between you and the advertiser. We assume no liability, obligation or responsibility for any part of any such correspondence or promotion.

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We may make email, messaging, blogging, or chat functionalities (collectively, "Communications") available to users of the Site, either directly or through a third-party provider. We will not inspect or disclose the contents of private Communications except with the consent of the sender or the recipient, or in situations provided under the Electronic Communications Privacy Act or other relevant laws, or as other required by law or by court or governmental order. Further information is available in our [Privacy Policy \(https://opencourses.desire2learn.com/privacy/opencoursesprivacy_english.asp\)](https://opencourses.desire2learn.com/privacy/opencoursesprivacy_english.asp).

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15. Termination; Suspension of Your Account

We may, in our sole discretion, terminate or suspend your access to all or part of the Site with or without notice and for any reason, including breach or potential breach of these Terms of Use.

Upon termination or suspension, regardless of the reasons, your right to use this Site immediately ceases, and you acknowledge and agree that we may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or this Site. We shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by us in connection with such termination or suspension.

16. Governing Law

This Site (excluding any linked sites) is controlled by us and by our Partners. It can be accessed globally. As laws in the jurisdiction where the Site is accessed may differ from those where the MOOC is being provided or hosted, by accessing this Site, we both agree that the statutes and laws of the relevant jurisdiction below will apply, without regard to the conflicts of laws principles thereof:

If you are located in:	The law governing this Agreement is:	The courts having exclusive jurisdiction over this Agreement are located in:
Canada, Mexico, Central America and South America (excluding Brazil)	The laws of the province of Ontario and the relevant Canadian federal laws	Toronto, Ontario, Canada
The United States	The laws of the State of Maryland and the relevant United States federal laws	Baltimore, Maryland, U.S.A.
Europe, Africa and the Middle East	The laws of England and Wales	London, England
Australia, New Zealand, Oceania, China, India and the rest of Asia (excluding Singapore)	The laws of the State of New South Wales, Australia	Sydney, New South Wales, Australia
Singapore	The laws of Singapore	Singapore
Brazil	The laws of Brazil	São Paulo, state of São Paulo, Brazil

17. Miscellaneous

You shall not assign your rights and obligations under these Terms of Use to any party, and any purported attempt to do so will be null and void. We may freely assign our rights and obligations under these Terms of Use.

You shall not sell, resell, reproduce, use for any commercial purposes, duplicate or copy any portion of this Site, or use of or access to this Site. In addition to any excuse provided by applicable law, we shall be excused from non-performance or delay in delivery of the Site arising from any event beyond our reasonable control, whether or not foreseeable by either party.

Any failure by us to enforce or exercise any provision of these Terms of Use or related rights shall not constitute a waiver of that right or provision. If any part of these Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

18. Notices and Contact Information

All notices to a party shall be in writing and shall be made either via email, mail or courier. Notices to us must be sent to the contact details below. Notices to you may be sent to the address supplied by you as part of your Data. In addition, we may post notices on the Site to inform you of changes to the Site or other matters, and such publications shall constitute notice to you at the time of posting.

Contact: Desire2Learn Legal Department
Address: 151 Charles Street W., Suite 400, Kitchener, ON N2G 1H6
Phone: 519-772-0325
Email: Legal@Desire2Learn.com

Contact: _____, _____ (Course Provider)
Address: _____
Phone: _____
Email: _____

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These Terms of Use (including any rules, policies and other documents incorporated by reference) constitute the entire agreement and understanding between us concerning the subject matter of these Terms of Use. You may not alter, supplement or amend these Terms of Use in any way. Any attempt to alter, supplement or amend this document shall be null and void.