

Terms and Conditions

1. GENERAL TERMS.

Before getting started, please review the following terms. If your purchase includes a license to access and use Simon, you also agree to the Simon Terms of Use, found below and incorporated into these terms. If your purchase includes a license to access and use CourseCloud, you also agree to the CourseCloud Terms of Use, found below and incorporated into these terms.

By agreeing to these terms, you are also agreeing to the [OpenSesame Privacy Policy](#).

2. YOUR WARRANTIES.

You warrant and represent to OpenSesame that you are: 1. Not a minor and you have the legal right and ability to agree to and abide by these terms, or; 2. If you are between the ages of 13 and 17 that you have parental consent and agreement to use the OpenSesame marketplace; 3. You hold and will continue to hold all the ownership, license, proprietary, and other rights necessary to enter into, authorize, grant rights, and perform your obligations under these terms.

3. OTHER TERMS.

These terms shall be governed in all respects by the laws of the State of Oregon, USA, and any disputes arising hereunder shall be submitted to state and federal courts in Portland, Oregon and you agree to and consent to the exclusive jurisdiction of such courts. The prevailing party in any suit or action hereunder shall be entitled to recover from the losing party all costs incurred by it in enforcing the performance of, or protecting its rights under, any part of this Agreement, including reasonable costs of investigation and reasonable attorneys' fees. If any of these terms are deemed invalid, then the remaining terms shall still be enforced. OpenSesame is not responsible for any delay or failure in performance resulting directly or indirectly from causes beyond OpenSesame's reasonable control. Legal correspondence must be sent via email to:

legal-notices@opensesame.com, including termination notices. If you are not a resident of the United States of America, then you agree to follow all applicable laws and local rules regarding the transmission of data from the United States and the country in which you live.

These terms, including Buyer and Publisher terms that you may separately agree to as part of registering to do business with OpenSesame, represent the complete, entire, and exclusive understanding and agreement between you and OpenSesame. These terms supersedes all prior, written or oral, understandings or agreements.

4. PAYMENT TERMS.

You will make payment for all purchases of OpenSesame products directly to Amazon in accordance with its payment terms.

5. WHAT YOU ARE BUYING.

When you purchase a course, you are purchasing a non-exclusive license to use that course consistent with the purchased license type. Ownership of all intellectual property rights, including all copyright, trademarks, designs and patents whether registered or unregistered, and all other intellectual property, software and goodwill relating to the course will remain with the Publisher. No rights of publicity, brand usage or trademark usage may be permitted for any course for any purposes unless specifically permitted in writing by the Publisher. All course seats are sold for single person usage only and not to be broadcast, or otherwise shared.

If you choose to load course files in a third party delivery platform, such as a learning management system, it is your duty to load, categorize, and assign courses. OpenSesame's implementation obligations end once such course files are made available for download.

If you access course files from a platform operated by a Publisher, then guidelines and usage rights shall apply.

You agree not to copy, record, edit or alter or otherwise interfere with the courses provided by the Publisher. This shall include without limitation: a) not using recording equipment to record during playback of the courses; b) not overlaying the courses with other audio, video or images or distorting the quality of the training programs; and c) not removing, editing or otherwise interfering with (or attempting to remove, edit or otherwise interfere with) any names, marks, logos or branding on the courses.

You agree not to (or attempt to) interfere with or disrupt the proper operation of the Publisher or OpenSesame's software, hardware, systems or networks or courses, including (but not limited to) not knowingly or negligently transmitting files that may interrupt, damage, destroy or limit the functionality of any computer software, hardware, systems or networks, including (without limitation) corrupted files or files that contain viruses, trojans, worms, spyware or other malicious content.

You may not use the courses for any purpose other than for the purpose for which it has been provided and you agree not to use the courses for illegal or inappropriate purposes. In particular, you agree that you will not use the courses to do any of the following: a) convey any false, unlawful, harassing, defamatory, abusive, hateful, racial, threatening, harmful, vulgar, obscene, seditious or otherwise objectionable or offensive material of any kind or nature; b) carry out any commercial business, send any unsolicited commercial emails, advertise or offer to sell any goods or services or conduct or forward surveys, contests or chain letters; c) falsify the origin or source of any content or other material; d) remove, editing or otherwise interfere with any names, marks, logos or branding on the Courses; e) interfere with or disrupt the proper operation of Courses, hardware, software, networks or Courses; or f) use any logo of OpenSesame or its Publishers for branding purposes, marketing, or in any public gathering, including for any presentation unless otherwise provided explicit permission to do so by a Publisher or OpenSesame.

Your right to access and use the courses may not be assigned, transferred or sublicensed by you.

Any courses provided at no cost as part of a promotional program or the sales process may be removed or substituted at will.

Each individual Course purchased will be subject to one of the license types set forth below. Each Sales Order will clearly set forth the type of license purchased. All license types shall auto-renew for additional twelve (12) month terms after expiration of the initial term subject to standard OpenSesame pricing changes.

Individual Course Purchase Licenses

When you purchase individual courses, or course bundles, users will have twelve (12) months from the date of purchase to access any individual course.

Pay Per Use Licenses

Courses purchased via a Pay Per User (PPU) license (available via OpenSesame sales representative only) pay for courses that are accessed by users.

OpenSesame Plus (Plus) Subscription Licenses

OpenSesame Plus Complete purchasers may access an unlimited number of courses made available via the Plus subscription while the subscription fee, whether it be monthly or annual, is current. The Plus library is a specific subset of OpenSesame courses and is subject to change from time to time at OpenSesame's discretion.

Plus 25

Plus licenses may be purchased as Plus 25. Plus 25 is offered at a discount to Plus pricing. The Plus library is limited to 25 Courses. Courses may be substituted once every six (6) months. Course curation / selection services are not offered.

Plus 100

Plus licenses may be purchased as Plus 100. Plus 100 is offered at a discount to Plus pricing. The Plus library is limited to 100 Courses. Courses may be substituted once every three (3) months. One (1) hour of Course curation / selection services per year is offered.

6. ACCESSED COURSES.

For Pay Per Use Licenses, a Course is deemed accessed when the greater of two (2) minutes or 50% of a course is taken. In the case of OpenSesame Plus, a seat is deemed used when a single course is accessed. In the case of Individual Course Licenses, a Course is deemed accessed upon initial launch.

7. PAY PER USE PROGRAM.

OpenSesame's PPU program is offered either as a Full Service or Self Service.

If you are Purchasing the Full Service PPU program, OpenSesame will assist you in selecting and managing your PPU course library. OpenSesame will provide phone, chat and email support. You will be invoiced monthly for course usage. In exchange, you will be required to make a non-refundable deposit.

If you are Purchasing the Self Service PPU program, you will sign up for an online account to pay for courses on a monthly basis via credit card. You will not be required to make a non-refundable deposit. You will be responsible for selecting your own courses and managing your PPU library. OpenSesame will provide chat and email support.

8. NO LIABILITY.

OpenSesame, and its Publishers, are not liable for, nor do OpenSesame and its Publishers make any warranties or representations of any kind as to the courses provided by any Publishers via the OpenSesame marketplace. OpenSesame and its Publishers disclaim any and all responsibility or liability for the content, completeness, accuracy, legality, non-infringement, reliability, or availability of information or materials displayed on, or delivered via OpenSesame. You are responsible for conducting your own research before choosing a course. This is the case even in the event that you request assistance from OpenSesame in selecting courses. OpenSesame's cumulative liability for any claim will be limited to the fees received via the sale of courses over the preceding 12 months.

To the extent permitted by applicable law, you agree to release and waive any and all claims and/or liability against OpenSesame and its Publishers arising from your use of the OpenSesame website or services, including any Courses. You also agree to defend, indemnify, and hold harmless OpenSesame and its Publishers from and against any and all claims, damages, obligations, losses, liabilities (including attorney's fees) arising from: (i) your use of and access to the OpenSesame website or services, including any Courses, in breach of these Terms and Conditions; and (ii) any act by you that violates any intellectual property rights of OpenSesame or its Publishers.

9. COURSE SUBSTITUTIONS AND REFUNDS.

OpenSesame retains the right to substitute substantially similar courses for those initially selected as necessary. OpenSesame also reserves the right to remove courses from the OpenSesame marketplace. In the event that you purchase a Volume Purchase License and a purchased course is removed, OpenSesame shall issue a pro rata refund of the purchase price for such course.

OpenSesame generally reserves the right to cancel an order and refund your money for any reason, including the case where course pricing was published in error.

10. ASSIGNMENT.

These Terms may not be assigned by a Party without the prior written consent of the other Party, except in connection with the transfer of all or substantially all of OpenSesame or Customer's business or assets.

11. PUBLICITY.

You agree, if requested, to supply your logo for inclusion on the OpenSesame website and printed marketing materials; to provide a customer testimonial for use on the OpenSesame website and printed marketing materials; and to provide such other marketing measures as separately agreed between the parties in writing.

12. REPORTING UNETHICAL BEHAVIOR.

If you believe you have witnessed an employee or representative of OpenSesame engaging in unethical or illegal conduct, please notify our legal team via email at legal-notices@opensesame.com or via our anonymous hotline at 833-222-4148.

Simon Terms of Use

These Simon terms of use ("Simon Terms") are entered into between OpenSesame Inc. ("OpenSesame") and you ("Customer") and govern your access to and use of Simon, and are incorporated into the OpenSesame Terms and Conditions above only as related to your access and use of Simon. Your use of Simon is explicitly conditioned on your acceptance of and compliance with these Simon Terms.

1. THE PRODUCT.

Simon is OpenSesame's proprietary eLearning course creation platform, available to OpenSesame content customers for an additional fee. Simon allows you and those within your company authorized to use Simon ("Users") to quickly and easily create new, engaging eLearning courses, which can then be made available to your authorized users of OpenSesame through your learning management system.

2. LICENSE AND RESTRICTIONS.

2.1. License. Subject to these Simon Terms, OpenSesame hereby grants to Customer, and its Users, a limited, non-exclusive, non-transferable, non-sublicensable license during the Term, as defined below, to use and access Simon. Customer acknowledges that OpenSesame may update Simon from time to time with or without notifying Customer.

2.2. Restrictions. Customer shall not, and shall procure that its Users shall not: (a) allow minors to access Simon; (b) alter or otherwise interfere with the functionality of Simon; (c) transmit files that may interrupt, damage, destroy or limit the functionality of any computer software, hardware, systems or networks, including (without limitation) corrupted files or files that contain viruses, trojans, worms, spyware or other malicious content; (d) reverse engineer, decompile, disassemble or otherwise determine or attempt to discover the source code or any underlying ideas, structure, or organization thereof; (e) upload any sensitive personally identifying information (as that term is defined by applicable data privacy laws), personal health information, financial information, or

information subject to export control regulations; (f) upload any content to Simon to which Customer does not have the necessary right(s) and/or license(s); or (g) use Simon to do any of the following: (i) convey any false, unlawful, harassing, defamatory, abusive, hateful, racial, threatening, harmful, vulgar, obscene, seditious or otherwise objectionable or offensive material of any kind or nature; (ii) carry out any commercial business, send any unsolicited commercial emails, advertise or offer to sell any goods or services or conduct or forward surveys, contests or chain letters; (iii) falsify the origin or source of any content or other material; or (iv) conduct any illegal activity. Customer's right to access and use Simon may not be assigned, transferred or sublicensed.

2.3. Users. Customer will be able to invite Users to create individual accounts to access and use Simon ("User Accounts"). Customer must set up a unique User Account for all Users who will access Simon. Customer and its Users are solely responsible for maintaining the confidentiality of User Accounts and passwords and accepts responsibility for all activities that occur under the account. Customer and its Users will not allow multiple individuals to share a User Account, and will not allow individuals outside of Customer's organization to create User Accounts or otherwise access or use Simon, except with regard to Drafts, as defined in Section 2.4, below.

2.4. Drafts. Simon allows Users the ability to generate temporary links to share view-only access to draft courses that Customer's Users have created within Simon ("Drafts"). Customer will only use Drafts for previewing and reviewing Drafts before delivery, and will not use Drafts to deliver Courses for usage by end users. Drafts are accessible to all individuals who acquire the applicable link while such link is active, whether or not they have a User Account or are an employee of, or otherwise affiliated with, Customer. Customer is solely responsible for ensuring that Users only provide links to Drafts to individuals with which it desires to have access to such Drafts.

3. INTELLECTUAL PROPERTY RIGHTS.

3.1. OpenSesame Ownership. OpenSesame owns all right, title and interest in Simon. OpenSesame owns all rights in and to any usage and analytics data generated by Customer's use of Simon when processed in an aggregated, deidentified or anonymized form to improve Simon and related OpenSesame products and services. Customer shall have no ownership interest whatsoever in Simon or any associated trademarks, trade names, or logos associated with Simon or OpenSesame. Except as expressly set forth herein, no express or implied license or right of any kind is granted to Customer regarding Simon. All rights not expressly granted to Customer are reserved to OpenSesame.

3.2. Customer Ownership. Customer owns all right, title and interest in its trademarks, trade names, logos, or any other related intellectual property. As between OpenSesame and Customer, Customer owns all right, title and interest in any content uploaded by Customer to Simon or created by Customer using Simon, including but not limited to any machine-generated translations created using Simon ("Customer Content").

3.3. Feedback. Customer hereby grants OpenSesame a perpetual, irrevocable, royalty-free, and fully paid up right to use and otherwise exploit in any manner any suggestions, ideas enhancement requests, feedback, recommendations or other information provided by Customer related to Simon.

4. CUSTOMER CONTENT.

4.1. Customer shall have the right to upload Customer Content to Simon. "Customer Content" may also include machine-generated translations of text and audio created using Simon ("Translations"). Customer is responsible for ensuring the accuracy of Translations. Simon's technology generates Translations that fit within timing parameters of the video, and may therefore not be word for word translations.

4.2. Customer grants OpenSesame a worldwide, non-exclusive, royalty-free fully paid up right and license to host, store, transfer, display, perform, reproduce, modify for formatting purposes, and distribute the Customer Content for purposes of creating Drafts and delivering Customer Content to Customer's learning management system. Additionally, OpenSesame requires limited access to the Customer Content for maintenance and support purposes.

4.3. OpenSesame expressly disclaims all liability in connection with Customer Content, including but not limited to the legality, suitability, availability, non-infringement, or accuracy thereof, including the accuracy or suitability of Translations. Customer is solely liable for Customer Content and any liability raised in connection with loading Customer Content into, or creating Customer Content in, Simon. By uploading Customer Content into Simon, Customer represents and warrants that:

(a) Customer is the creator or owner of the Customer Content, or has the necessary right and license to use the Customer Content as contemplated herein, and to provide OpenSesame the rights set forth in Section 4.2.

(b) Customer Content, and the use as contemplated herein, does not and will not: infringe upon any third party rights, including but not limited intellectual property rights; slander, defame, threaten, or invade privacy or other rights of any person; or violate, or cause OpenSesame to violate any laws or regulations.

(c) Customer Content could not be considered to be profane, harassing, threatening, or otherwise inappropriate to a reasonable person; and

(d) Customer Content does not contain any viruses, worms, or other malicious computer programming codes or similar intended to damage CourseCloud or OpenSesame's platform.

4.4. OpenSesame has no obligation or responsibility to edit, review, monitor, or otherwise control Customer Content uploaded to or created in Simon, and expressly disclaims any responsibility or obligation to do so. OpenSesame reserves the right, however, at any time without prior notice, to remove or block Customer Content that it determines in its sole discretion is in violation of these Simon Terms.

5. TERM.

These Simon Terms shall run concurrently with the term of Customer's active license term ("Term"). OpenSesame reserves the right to terminate Customer's access to Simon, including individual Users' access, if OpenSesame determines that Customer or any individual User has violated these Simon Terms.

6. DATA PRIVACY.

OpenSesame processes the personal data of Users that is entered by Users into Simon to create User Accounts, which is first and last name and email address. The parties agree that each will comply with their respective obligations as required by OpenSesame's Privacy Policy found at www.opensesame.com/privacy, which is incorporated into and form a part of these Simon Terms, as applicable.

7. WARRANTY; DISCLAIMER.

7.1. Each party warrants that: (a) it is a validly existing entity and duly incorporated in accordance with applicable laws; and (b) it has full power and authority to enter into and comply with these Simon Terms.

7.2. EXCEPT AS EXPRESSLY SET FORTH IN THESE SIMON TERMS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SIMON IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. OPENSESAME EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OPENSESAME DOES NOT WARRANT THAT SIMON WILL BE ERROR FREE OR THAT IT WILL OPERATE WITHOUT INTERRUPTION OR FREE OF ANY VIRUSES OR OTHER HARMFUL COMPONENTS. NO MARKETING OR OTHER STATEMENT PROVIDED BY OPENSESAME WILL BE DEEMED A WARRANTY OR GUARANTEE FOR ANY PURPOSE OR GIVE RISE TO ANY LIABILITY TO CUSTOMER OR ANY THIRD PARTY.

7.3. From time to time, OpenSesame may offer new "Beta" features or tools to Customer. Such features are provided for evaluation and experimental purposes only, and without warranty of any kind, and may be modified or discontinued at OpenSeame's sole discretion.

8. LIMITATION OF LIABILITY.

8.1. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL OPENSESAME BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS OR LOST DATA), HOWEVER ARISING UNDER THESE SIMON TERMS, WHETHER UNDER CONTRACT, TORT, OR OTHERWISE, WHETHER FORESEEABLE OR NOT, AND WHETHER OPENSESAME HAS BEEN ADVISED OF THE POSSIBILITY THAT SUCH DAMAGES MAY ARISE. IN NO EVENT SHALL OPENSESAME BE LIABLE FOR PROCUREMENT COSTS OF SUBSTITUTE PRODUCTS OR SERVICES. NOTWITHSTANDING ANY OTHER LIABILITY CAP IMPOSED UPON

OPENSESAME IN ANY OTHER AGREEMENT BETWEEN CUSTOMER AND OPENSESAME, INCLUDING ANY MASTER CONTENT SUBSCRIPTION AGREEMENT OR SALES ORDER, OPENSESAME'S CUMULATIVE LIABILITY UNDER THESE SIMON TERMS IS LIMITED TO THE AMOUNT OF FEES PAYABLE BY CUSTOMER TO OPENSESAME IN THE PRECEDING 12 MONTHS.

8.2. THE PARTIES ACKNOWLEDGE AND AGREE THAT THESE SIMON TERMS HAVE BEEN ENTERED INTO IN RELIANCE ON THESE LIMITATIONS OF LIABILITY AND THAT ALL SUCH LIMITATIONS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

9. INDEMNITY.

CUSTOMER WILL DEFEND, INDEMNIFY, AND HOLD OPENSESAME HARMLESS FROM AND AGAINST ALL THIRD PARTY CLAIMS, ACTIONS, PROCEEDINGS, DAMAGES, LOSSES, AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S OR ITS USERS' USE OF SIMON IN VIOLATION OF ANY OF THESE SIMON TERMS, INCLUDING BUT NOT LIMITED TO ANY THIRD PARTY ALLEGATIONS RELATED TO CUSTOMER CONTENT.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, CUSTOMER'S INDEMNIFICATION OBLIGATION UNDER THIS SECTION 10 IS NOT LIMITED BY ANY CAP SET FORTH IN ANY OTHER AGREEMENT BETWEEN CUSTOMER AND OPENSESAME, INCLUDING ANY MASTER CONTENT SUBSCRIPTION AGREEMENT OR SALES ORDER, AND ANY INDEMNIFICATION OBLIGATION IMPOSED UPON OPENSESAME IN ANY SUCH OTHER AGREEMENT SHALL NOT BE APPLICABLE TO CUSTOMER'S USE OF SIMON.

10. ASSIGNMENT.

Customer's right to access and use Simon may not be assigned, transferred or sublicensed by Customer without the prior written consent of OpenSesame.