

# Terms of Use, Privacy Policy and Honor Code

## Terms of Use

Please read this Agreement (the Terms of Use) carefully before participating in this Course, which is made available by The California Institute of Technology (Caltech) on a Caltech server (the Site). By participating in the Course, you acknowledge that you have read the Terms of Use and agree that the Terms of Use constitutes a binding legal agreement between you and Caltech. If you do not agree to be bound by the Terms of Use, please do not access or participate in the Course.

## Age Restrictions

Registration and participation in the Course 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 the terms, conditions, obligations, affirmations, representations and warranties herein. By registering or participating in services or functions in the Course, you hereby represent that you are over 18 years of age, an emancipated minor or in possession of consent by a legal parent or guardian and have the authority to enter into the terms herein. In any case, you affirm that you are over the age of 13 as the Site is not intended for children under 13. If you are under 13 years of age, do not use the Sites. In addition, those who wish to register and participate must meet the minimum requirements laid out in the Terms of Use (this document) and abide by the Honor Code herein.

## User Accounts

In order to fully participate in all Site activities, you must register for an account (a "User Account") by providing an email address and a password for your User Account. You agree that you will never divulge or share access or access information to your User Account with any third party for any reason. You also agree to that you will create, use, and access only one User Account and that you will not access the Site using multiple User Accounts. In setting up your User Account, you may be prompted or required to enter additional information, including but not limited to your name and affiliation. Additional information may be required to confirm your identity. You represent that all information provided by you is accurate, current and complete and you agree 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 Site.

## PRIVACY POLICY

### What Information this Privacy Policy Covers

In order to access the features and benefits on the Course, 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, email address and affiliation, among other things. You are responsible for ensuring the accuracy of the Personally Identifiable Information you submit to Caltech. 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 manners in which we communicate with you.

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

Please understand that by submitting any Personally Identifiable Information to us, you consent and agree that we 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, we may not be able to provide you with the services that can be offered on our Site.

### **What Information We Collect**

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

**Non-Personal Information:** When users come to the Site, we may track, collect and aggregate Non-Personal Information indicating, among other things, which pages of the 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 the 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 their point of connectivity.

We also use 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 Caltech 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 Caltech to serve you better and more efficiently, and to personalize your experience at the Site. Cookies and web beacons are not used to retain Personally Identifiable Information. From time to time we may also use additional typical 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 our Site may not work properly.

**Personally Identifiable Information:** We collect Personally Identifiable Information that you provide to us when you sign up for the Course and communicate with Caltech during the Course. Among other things, we 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 Courses offered by Caltech, and send you email messages about Site maintenance or updates, among other things. Caltech may offer you the ability to receive updates either via email or by posting on portions of the Site only accessible to registered users. In order to subscribe to these services, you may be required to provide us with Personally Identifiable Information such as your name and email address.

## **How We Use the Information**

Please familiarize yourself with the different ways Caltech uses the information that we gather.

Non-Personal Information: We use 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 the Course.

Personally Identifiable Information: Except as set forth in this Privacy Policy or as specifically agreed to by you, Caltech 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, we 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 Course. We may also archive this information and/or use it for future communications with you.

Communications with Caltech: 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.

Government Authorities, Legal Rights and Actions: Caltech 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 we reserve the right to raise or waive any legal objection or right available to us. We also may share your Personally Identifiable Information when we believe 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 Caltech, our users, or others; and in connection with our Terms of Use and other agreements.

## **Confidentiality & Security of Personally Identifiable Information**

We consider the confidentiality and security of your information to be of the utmost importance. We 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 we have good faith belief that such disclosure is necessary in special cases, such as a physical threat to you or others. Caltech takes reasonable measures to protect your Personally Identifiable Information from disclosure to or access by third parties. Please note that we do 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.

## **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.

### **Protecting Children's Privacy**

Caltech 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. We 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.

### **Disclaimer of Student-University Relationship**

You agree and acknowledge that nothing in these Terms of Use or otherwise with respect to your access or use of the Course (a) establishes any relationship between you and Caltech or any other facility with which Caltech may be affiliated, (b) enrolls or registers you in Caltech or entitles you to access or use the resources of Caltech beyond the Course provided by this Agreement.

### **Permission to Use Materials**

All content or other materials available in the Course, including but not limited to code, images, text, layouts, arrangements, displays, illustrations, audio and video clips, HTML files and other content are the property of Caltech and/or its affiliates or licensors and are protected by copyright, patent and/or other proprietary intellectual property rights under the United States and foreign laws. In consideration for your agreement to the terms and conditions contained here, Caltech grants you a personal, non-exclusive, non-transferable license to access and use the Sites. You may download material from the Sites only for your own personal, non-commercial use. You may not otherwise copy, reproduce, retransmit, distribute, publish, commercially exploit or otherwise transfer any material, nor may you modify or create derivatives works of the material. The burden of determining that your use of any information, software or any other content on the Site is permissible rests with you.

### **Notice for California Users**

Under California Civil Code Section 1789.3, California Website users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210.

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

The Course is managed by Caltech, located in Pasadena in Los Angeles County, California. You agree that any dispute arising out of or relating to these Terms of Use 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 Los Angeles County, California as the legal forum for any such dispute.

Excluding claims for injunctive or other equitable relief, for claims related to the Caltech Sites where the total amount sought is less than ten thousand U.S. Dollars (\$10,000.00 USD), either Caltech or You may elect at any point during the dispute to resolve the claim through binding, non-appearance-based arbitration. The dispute will then be resolved using an established alternative dispute resolution ("ADR") provider, mutually agreed upon by You and Caltech. The parties and the selected ADR provider shall not involve any personal appearance by the parties or witnesses, unless otherwise mutually agreed by the parties; rather, the arbitration shall be conducted, at the option of the party seeking relief, online, by telephone, online, or via written submissions alone. Any judgment rendered by the arbitrator may be entered in any court of competent jurisdiction.

**Disclaimer of Warranty / Limitation of Liabilities**

THE COURSE AND ANY INFORMATION THEREIN ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. CALTECH DOES NOT WARRANT, AND HEREBY DISCLAIMS ANY WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE ACCURACY, ADEQUACY OR COMPLETENESS OF ANY ONLINE COURSE. CALTECH DOES NOT WARRANT THAT SITES WILL OPERATE IN AN UNINTERRUPTED OR ERROR-FREE MANNER OR THAT SITES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WITHOUT LIMITING THE FOREGOING, CALTECH DOES NOT WARRANT THAT (A) THE ONLINE COURSE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS OR ACHIEVE THE INTENDED PURPOSES, (B) THE ONLINE COURSE WILL NOT EXPERIENCE OUTAGES OR OTHERWISE BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, (C) THE INFORMATION OR SERVICES OBTAINED THROUGH OR FROM THE ONLINE COURSE WILL BE ACCURATE, COMPLETE, CURRENT, ERROR-FREE, COMPLETELY SECURE OR RELIABLE, OR (D) THAT DEFECTS IN OR ON THE ONLINE COURSE WILL BE CORRECTED. CALTECH MAKES NO REPRESENTATION REGARDING YOUR ABILITY TO TRANSMIT AND RECEIVE INFORMATION FROM OR THROUGH THE SITES, AND YOU AGREE AND ACKNOWLEDGE THAT YOUR ABILITY TO ACCESS THE ONLINE COURSE MAY BE IMPAIRED. CALTECH DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS OR THE ACCESS OR USE OF THE ONLINE COURSE OR ANY INFORMATION OR SERVICES RELATED TO THEM. YOU ACKNOWLEDGE AND AGREE THAT ANY ACCESS TO OR USE OF THE ONLINE COURSES AND SITES OR SUCH INFORMATION OR SERVICES IS AT YOUR OWN RISK.

EXCEPT AS PROHIBITED BY LAW, YOU AGREE THAT CALTECH WILL NOT BE LIABLE TO YOU FOR ANY LOSS OR DAMAGES ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR YOUR (OR ANY THIRD PARTY'S) USE OR INABILITY TO USE THE ONLINE COURSE, SITE, DATA LOSS, YOUR PLACEMENT OF CONTENT ON A SITE, YOUR RELIANCE UPON INFORMATION OBTAINED FROM OR THROUGH THE COURSE, OR ANY OTHER POTENTIAL CLAIMS RELATED TO THE ONLINE COURSES OR SITES.

EXCEPT AS PROHIBITED BY LAW, CALTECH WILL NOT HAVE 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 OF USE, YOUR USE OR INABILITY TO USE THE COURSE, DATA LOSS, ANY PURCHASES, CALTECH'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THE USER'S USE OF THE CALTECH SITES WILL NOT EXCEED TWENTY U.S. DOLLARS (\$20) OR THE TOTAL AMOUNT OF FEES RECEIVED BY CALTECH FROM THE USER FOR THE USE OF THE CALTECH SITES DURING THE PAST 12 MONTHS OF USE, WHICHEVER IS GREATER.

YOU ACKNOWLEDGE AND AGREE THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH IN THIS TERMS OF SERVICE REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND THE CALTECH PARTIES, AND THAT THESE LIMITATIONS ARE AN ESSENTIAL BASIS TO CALTECH'S ABILITY TO MAKE THE CALTECH COURSE AVAILABLE TO YOU ON AN ECONOMICALLY FEASIBLE BASIS.

YOU AGREE THAT ANY CAUSE OF ACTION RELATED TO THE CALTECH SITES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

### **Termination Rights**

You agree that each of Caltech, in its sole discretion, may terminate your participation in the Course, for any reason or no reason and that Caltech shall have no liability to you for any such action. You further acknowledge that for the purpose of the Course your sole relationship with Caltech and the Participating Institution is as defined in these Terms of Use; for the avoidance of doubt, you do not have student status at any Participating Institution through a Caltech course and you are not entitled to any grievance or other resolution process for student disputes at any Participating Institution. You further agree that Caltech has the right to cancel, delay, reschedule or alter the format of any Online Course at any time, and that none of the Caltech Parties shall have any liability to you for any such action. If you no longer desire to participate in the Site, you may terminate your participation therein upon notice to Caltech.

### **Honor Code**

All students participating in the Course must agree to abide by the following code of conduct:

1. I will register for only one account.
2. My answers to the homework and exams will be my own work (except for assignments that explicitly permit collaboration).
3. I will not make solutions to the homework or exams available to anyone else. This includes both solutions written by me, as well as any official solutions provided by the course staff.
4. I will not engage in any other activities that will dishonestly improve my results or dishonestly improve/hurt the results of others.

*Effective 23 March 2012.*