

Terms of Service

Global Ed Explorer Services

These Terms of Service (“Terms”) are an agreement between you (“you”) and your educational institution (“your institution”), on the one hand, and Asia Society, on the other hand. These Terms govern use of the Global Ed Explorer Services (“Services”). By using the Services, you agree you are bound by these Terms and by paying for the Services your institution agrees to be bound by these Terms.¹ You agree that you are an employee of your institution and you and your institution agree that your institution has authorized you to use the Services on its behalf.

1. DESCRIPTION OF SERVICES.

The Services consist of a digital library and social network focused on global competence education.

2. OWNERSHIP OF SERVICES AND CONTENT.

Asia Society owns and retains all right, title, and interest in the Services and in all content included in the Services (“Content”). You and your institution are permitted to access and use the Services and Content only as expressly permitted in these Terms.

3. REGISTRATION.

Your institution will receive a unique promo code to access the services. Using that promo code, you must register with your email and a password to access the Services and Content. You agree to keep your access credentials confidential and to notify Asia Society immediately if you believe someone may have obtained access to your access credentials.

4. PERMITTED USES.

(A) During the term of your institution’s subscription:

- (i) Asia Society grants you a limited, non-exclusive, non-transferable and revocable license to use the Services and Content solely for noncommercial, educational purposes in compliance with these Terms;
- (ii) You may access, download, and reproduce a limited and reasonable number of copies of the Content solely for purposes of research, education, and other non-commercial purposes provided you reproduce all copyright and other notices on the copies.
- (iii) You may use brief quotations from the Content, provided you acknowledge Asia Society as the source in all cases.

5. PROHIBITED USES.

- (A) You may not:
- (i) provide access to the Services or the Content to any person;
 - (ii) decompile, reverse engineer, or disassemble the Services or Content;
 - (iii) create derivative works of the Content;
 - (iv) include any Content on any web site, platform, intranet, extranet, or network without Asia Society's prior written permission in each case;
 - (v) engage in any systematic, programmatic, excessive, or automatic downloading or printing of the Content;
 - (vi) store or archive the Content for later retrieval after your subscription has expired;
 - (vii) use the Services or Content in violation of any law, rule, or regulation;
 - (viii) remove any copyright or other notices from any copies of the Content; or
 - (ix) use any robot, spider, other automatic device or program or manual process to monitor, copy or reproduce the Content.

6. SOCIAL NETWORK.

If you participate in the social network offered through the Services, you may not use the Services in any manner: (A) that is unlawful, tortious, defamatory, vulgar, explicitly sexual, obscene or libelous, or that is threatening, intimidating, hostile, harassing, abusive on the basis of personal beliefs or any other characteristics, or otherwise objectionable or inappropriate; (B) to submit any content that you do not have the right to submit or that violates another party's right or any law or regulation; (C) to send any unauthorized, unsolicited, junk, spam, or bulk email, or any advertising or other form of communication that violates these Terms or any law or regulation; or (D) to submit or otherwise make available through the Services any content or elements that contains any computer code, file, or program designed to interrupt, corrupt, destroy, or otherwise interfere with or limit the functionality of any software, hardware, or equipment or make any unauthorized transmission.

7. INDEPENDENT PARTIES.

You acknowledge and agree that you are an independent user and that nothing in these Terms may be construed to create any employment, partnership, agency or similar relationship with Asia Society.

8. DISCLAIMERS.

THE SERVICES AND CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ASIA

SOCIETY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN ADDITION, ASIA SOCIETY MAKES NO REPRESENTATION OR WARRANTY REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, COMPLETENESS OR AVAILABILITY OF THE SERVICES OR CONTENT, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. YOU AGREE THAT YOU ASSUME THE SOLE AND ENTIRE RISK CONCERNING YOUR USE OF THE SERVICES AND CONTENT.

9. LIMITATION OF LIABILITY.

IN NO EVENT WILL ASIA SOCIETY (OR ITS AFFILIATES, AND EACH OF OUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, AND SUPPLIERS BE LIABLE TO YOU FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INDIRECT DAMAGES IN CONNECTION WITH THE SERVICES OR CONTENT, OR THESE TERMS, HOWEVER ARISING INCLUDING CONTRACT, TORT (INCLUDING STRICT LIABILITY), NEGLIGENCE, OR OTHERWISE AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEN OR UNFORESEEN AND EVEN IF WE OR OUR AGENTS OR REPRESENTATIVES KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS PROVISION APPLIES TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

10. INDEMNIFICATION.

You agree to indemnify and hold harmless Asia Society and its affiliates, and each of our respective officers, directors, employees, agents, licensors, and suppliers (each, an "Indemnified Party") against any losses, liabilities, costs, damages, penalties, fines and expenses (including attorneys' and experts' fees and expenses) that any Indemnified Party may incur based on your unauthorized use of the Services or the Content or from your breach of these Terms.

11. ARBITRATION.

The parties will endeavor to settle amicably any disputes, differences or claims whatsoever related to these Terms. Failing such amicable settlement, any controversy, claim or dispute arising under or relating to these Terms, including the existence, validity, interpretation, performance, termination or breach thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules (and if you are a non-U.S. entity, the International Arbitration Rules) of the American Arbitration Association ("AAA").² These Terms will be enforceable, any arbitration award will be final, and judgment thereon may be entered in any court of competent jurisdiction. The arbitration will be held in New York City.

12. GOVERNING LAW.

These Terms and all documents executed pursuant to these Terms shall be governed by and construed and interpreted in accordance with the laws of the State of New York, United States of America, without reference to its conflicts of law principles.

13. TERM AND TERMINATION.

(A) You may have access to the Services and Content only during the subscription period paid by your institution. You are not permitted to access the Services or the Content after the term expires or after any termination of the agreement governed by these Terms.

(B) You may stop using the Services and Content at any time. Asia Society may terminate your access to the Services or stop offering the Service at any time without notice Services or stop offering the Services at any time without notice, in which case Asia Society will offer a pro-rata refund of amounts paid.³ In addition, if you, your institution, or another user authorized by your institution commits a material breach of these Terms, Asia Society may terminate this Agreement upon written notice to you or your institution and deny access to you, your institution, and/or your institution's other authorized users.

14. ENTIRE AGREEMENT; SEVERABILITY.

These Terms are the entire agreement between you and Asia Society with respect to the Services and any use of the Services and Content. If any provision of these Terms is found to be invalid by a court of competent jurisdiction, that provision may be modified to the extent necessary to make it valid or, if that is not possible, it may be deleted and the remaining Terms will be enforceable to the full extent permitted by law.

15. NO WAIVER.

Asia Society's failure to monitor or enforce a provision of these Terms does not constitute a waiver of its right to do so in the future with respect to that provision, any other provision, or these Terms as a whole.

16. ASSIGNMENT

You may not assign any of your rights or licenses or delegate any of your obligations under these Terms. Any such attempt at assignment or delegation by you will be null and void. Asia Society may assign its rights and licenses and delegate its obligations under these Terms without limitation.

17. CHANGES TO THE TERMS

Asia Society may modify these Terms from time to time. When we do so, we will post the most current version of the Terms on the Services and, if a revision to the Terms is material, we will notify you of the new Terms (for example, by email or a notification on our Services). Changes to these Terms will not apply retroactively. If you do not agree to the modified Terms,

you should discontinue your use of the Services. If you use the Services after the modified Terms are posted, you agree to be bound the modified Terms.

18. SURVIVAL

The provisions of these Terms concerning Ownership of the Services and Content, Disclaimers, Limitation of Liability, Indemnification, Arbitration, and other provisions that by their nature and intent should survive, will survive any termination or expiration of the agreement created by these Terms.

19. CONTACT INFORMATION

If you have any questions, complaints or comments about the Services, contact us at:

Asia Society
725 Park Avenue
New York, NY 10021

For Customer Service inquiries, visit us at _____.