

# Terms of Use

## Edge Terms of Use

Last updated: August 31, 2018

**THESE TERMS OF USE FORM A BINDING LEGAL CONTRACT BETWEEN YOU (“USER”) AND ARIZONA STATE UNIVERSITY (“ASU”). BY USING ASU’S EDGE PROFESSIONAL SKILLS TRAINING CURRICULUM PLATFORM (“Edge”) YOU AGREE TO BE BOUND BY THESE TERMS OF USE (“TERMS”), AS SET FORTH BELOW, AS WELL AS ALL ASSOCIATED POLICIES AND LAWS. ASU MAY AMEND THESE TERMS PERIODICALLY.**

If you are in the European Union, please also review ASU’s [Supplemental Privacy Provisions for Persons in the European Union](#). These Supplemental Privacy Provisions provide additional information regarding ASU’s processing of personal data you submit or disclose to ASU (or to a third party that transfers it to ASU for processing) while you are in the European Union.

### **BACKGROUND/DESCRIPTION OF PLATFORM (PURPOSE/MISSION)**

The Edge platform or website is powered by ASU. Edge is made possible through generous support from the Schultz Family Foundation. Edge exists to provide youth with an engaging, accessible, professional skills training that flexibly supports job attainment, career advancement, and personal development. Edge training focuses on customer service, leadership, and personal development. Through this training, youth beginning or in the early stages of their first job will be better equipped to serve. In turn, managers will be able to recruit and retain employees more ready for their first job.

Users of Edge will complete trainings on a compatible device through the platform or mobile application. Through completing these trainings, Users will gain new knowledge and skills while molding their mindset as they launch their careers. Edge is made available for free to all Users. Edge is utilized by individual Users accessing it independently as well as through strategic partnerships and integrations with existing programs and organizations.

The “Edge” trademark, course content and the trade dress of the Edge website are owned by the Schultz Family Foundation. The Edge website is powered by ASU and the platform is owned by ASU.

### **ABOUT ASU**

ASU is a comprehensive public research university, measured not by whom it excludes, but by whom it includes and how they succeed; advancing research and discovery of public value; and assuming fundamental responsibility for the economic, social, cultural and overall health of the communities it serves. These Terms reflect the goal of ASU to foster academic freedom while respecting the principles of freedom of speech and the privacy rights of Users.

### **ABOUT SCHULTZ FAMILY FOUNDATION**

We are witnessing a fundamental breakdown of the American Dream. Division. Hate. Exclusion. These have replaced respect, mobility, and compassion at the core of our country, leaving our nation at risk.

Now, we must all ask ourselves:

Will we allow one’s place in life to be determined by the zip code of one’s birth?

Will we turn our backs on those who have served our country, yet find decent work out of reach?

Will we settle for an America where only a few have access to first starts?

We all share the same dreams—to love and be loved, to find and pursue our purpose and to provide for our families. Yet, we are living in an America where potential is within all of us, but opportunity is not.

The Schultz Family Foundation is committed to lifting the human spirit and bringing possibility to everyone, regardless of skin color, religion, sexual orientation, gender, or station in life. We see our nation's challenges, but we also see solutions. If we work together to unlock potential across our communities, we can build a nation that lives up to its promise.

## **DESCRIPTION OF USERS**

You are responsible for your use of Edge and responsible for compliance with these Terms and all applicable policies and laws.

All Users of Edge must be at least 16 years old. If you are under 18 years old, you must get permission from your parent or legal guardian to use Edge.

All users and users of Edge must comply with ASU's Computing and Communication Resources' [Terms of Use](#), as well as [ASU's Privacy Statement](#), and [ASU's Computer, Internet, and Electronic Communications Information Management Policy](#). Persons who violate these Terms will be notified of the infraction and may be subject to removal from the platform.

## **REQUIRED USER INFORMATION**

Through these Terms, you agree to provide complete and accurate information to confirm your identity. Provided information will assist in establishing required Edge user accounts. User details may also be used in the development and provision of Edge user services by ASU and our Contractors. The [ASU Privacy Statement](#) provides information about our online information gathering and dissemination practices. Any falsification of information or unwillingness to provide requested and required identification details may result in ineligibility to participate in Edge courses.

## **CHANGES TO THESE TERMS**

We may change these Terms, the Privacy Policy or the Code of Conduct at any time without advance notice to you. Any changes will be effective immediately when we post them on Edge. If you continue to access and use Edge after we make any changes to the Terms, Privacy Policy or Code of Conduct, this means you agree to all of the changes. Be sure to return to this page often to make sure you are familiar with and understand the most current version of the Terms, Privacy Policy and Code of Conduct.

## **COURSE INFORMATION**

### **Academic Integrity.**

Academic Integrity is an expectation of all learners in all coursework including discussions, activities, assignments, and assessments. For users of Edge, the honors system is employed. This means that learners complete their work independently, unless otherwise noted, and they embody integrity in their coursework at all times. Also, if the work of others is referenced, quoted, or paraphrased, in part or in full, credit and source citations must be provided by learners. By accepting the Edge Terms of Use, you, as a learner, agree to complete all coursework with full integrity.

### **User Content**

Edge enables you to share your original content, such as answers to quizzes, with ASU ("User Content"). You retain all intellectual property rights in, and are responsible for, the User Content you share.

Unless we give you our written permission, you may not copy, modify, distribute, mirror, republish or transmit any of the Content or materials on Edge. You agree not to "scrape," or download in bulk, any Edge content, including any lists or directories of Edge users, online learning materials or articles, user postings or user information. However, you may, make one copy of documents posted on Edge that are

of interest to you for your own personal, non-commercial, educational use as long as it does not contain personal information of other Edge users, including photographs and videos.

Some content on Edge may have copyright restrictions and thus may only be copied and used by Users in accordance with specified rules that must be followed by the User. We will post these rules for you when they apply. By using this copyright protected content in accordance with the specified rules, you agree to accept and follow all rules and conditions that apply to it.

You agree to keep all copyright and other notices on all copies of any content you obtain from Edge. All rights in Edge and its content, if not expressly granted to you, are reserved to ASU.

**User Content Representations and Warranties.** By submitting or distributing your User Content, you affirm, represent and warrant (1) that you have the necessary rights, licenses, consents and/or permissions to reproduce and publish User Content within Edge and to authorize ASU and/or the Schultz Family Foundation and its users to reproduce, modify, publish and otherwise use and distribute your User Content in a manner consistent with Edge and these Terms, and (2) that neither your submission of your User Content nor the exercise of the licenses granted below will infringe or violate the rights of any third party. You, and not ASU, are solely responsible for your User Content and the consequences of posting or publishing them.

**License Grant to ASU and Schultz Family Foundation.** By submitting or posting your User Content within Edge, you hereby grant to ASU and the Schultz Family Foundation a worldwide, non-exclusive, sub-licensable, fully paid-up, royalty-free, perpetual, irrevocable right and license to host, display, perform, reproduce, modify, distribute, re-distribute, relicense and otherwise use, make available and exploit your User Content, in whole or in part, in any form and in any media formats and through any media channels (now known or hereafter developed).

**License Grant to Edge Users.** By submitting or distributing your User Content within Edge, you hereby grant to each user of Edge a non-exclusive license to access and use your User Content in connection with their use within Edge for their own personal purposes.

#### **NOTICE OF COPYRIGHT INFRINGEMENT REQUIREMENTS**

The Digital Millennium Copyright Act specifies that all infringement claims must be in writing (either electronic mail or paper letter) and must include certain information. If you believe that your Content has been copied and posted within Edge, please provide ASU with the following information:

- a description of the copyrighted work or works that you claim have been infringed;
- a description of the allegedly infringing material, including its location on the site;
- your address, telephone number, and e-mail address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act for the copyright owner; and
- an electronic or physical signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

The Designated Agent to respond to reports alleging copyright infringements on the Edge platform and ASU web site locations or networks, in accordance with the Digital Millennium Copyright Act, is:

Tina Thorstenson  
AVP & Chief Information Security Officer  
Information Security Office  
copyright.infringement@asu.edu

ASU reserves the right to remove Content alleged to be infringing without prior notice, at our sole discretion.

#### **PROHIBITED USE AND ACCEPTABLE USE POLICIES**

By using the Edge platform, you also agree to be bound by the terms of use applicable to users of [ASU's Computing and Communication Resources](#), as if fully restated herein, including but not limited to the following prohibited conduct:

1. Unlawful communications, including threats of violence, obscenity, child pornography, and harassing communications, are prohibited.
2. Use of ASU Computing and Communication Resources for private business or commercial activities, or for fund-raising or advertising on behalf of non-ASU organizations, is prohibited.
3. The unauthorized reselling of ASU Computing and Communication Resources is prohibited.
4. Unauthorized use of ASU's trademarks or logos and other protected trademarks and logos is prohibited.
5. Any alteration of addresses, uniform resource locator (URL), or other action that masks the asu.edu domain as a host site is prohibited unless authorized by ASU.
6. Unauthorized [anonymous](#) and/or [pseudonymous communications](#) are prohibited. All Users must cooperate with appropriate ASU personnel or other authorized personnel when investigating the source of anonymous messages.
7. Misrepresenting or forging the identity of the sender or the source of an electronic communication is prohibited.
8. Unauthorized attempts to acquire and use passwords of others are prohibited.
9. Unauthorized use and attempts to use the computer accounts of others are prohibited.
10. Altering the content of a message originating from another person or computer with intent to deceive is prohibited.
11. Unauthorized modification or deletion of another person's files, account, or news group postings is prohibited.
12. Use of ASU Computing and Communication Resources or data without authorization or beyond one's level of authorization is prohibited.
13. Interception or attempted interception of communications by parties not authorized or intended to receive them is prohibited.
14. Making ASU computing resources available to individuals not affiliated with ASU without approval of an [authorized ASU official](#) at or above the level of dean/university librarian or director is prohibited.
15. Compromising the privacy or security of electronic information is prohibited.
16. Infringing upon the copyright, trademark, patent, or other intellectual property rights of others in computer programs or electronic information (including plagiarism and unauthorized use or reproduction) is prohibited. The unauthorized storing, copying, or use of audio files, images, graphics, computer software, data sets, bibliographic records, and other protected property is prohibited except as permitted by law.
17. Interference with or disruption of the computer or network accounts, services, or equipment of others is prohibited.
18. The propagation of computer "worms" and "viruses," the sending of electronic chain mail, [denial of service attacks](#), and inappropriate "broadcasting" of messages to large numbers of individuals or hosts are prohibited.
19. Failure to comply with requests from appropriate ASU officials to discontinue activities that threaten the operation or integrity of computers, systems, or networks, or that otherwise violate these Terms of Use is prohibited.
20. Revealing passwords or otherwise permitting the use by others (by intent or negligence) of personal accounts for computer and network access without authorization is prohibited.
21. Altering or attempting to alter files or systems without authorization is prohibited.
22. Scanning of networks, networked devices, or applications for security vulnerabilities without specific authorization by ASU is prohibited.
23. Attempting to alter or connect any computing or networking components (including, but not limited to, bridges, routers, DHCP servers, wireless access points, and hubs) on ASU's technology network without approval of ASU is prohibited.
24. Installation or alteration of wiring, including attempts to create network connections, or any extension or retransmission of any computer or network services without the approval of ASU is prohibited.
25. Conduct leading to disruption of electronic networks or information systems is prohibited.

- 26. Conduct leading to the damage of ASU electronic information/data, or ASU Computing and Communication Resources is prohibited.

## **VIOLATIONS AND ENFORCEMENT (<https://www.asu.edu/tou/>)**

### **Reporting Violations**

Any actual or suspected violation of these Terms should be brought to the attention of the ASU Ombudsman via [support@getyouredge.org](mailto:support@getyouredge.org).

### **ASU Response to a Reported Violation**

- Upon receiving notice of a violation, ASU may temporarily suspend your privileges, move, or delete the allegedly offending material pending further proceedings.
- A User accused of a violation will be notified of the charge and have an opportunity to respond before ASU imposes a permanent sanction. Appropriate cases will be referred to the ASU disciplinary authority appropriate to the violator's status or to appropriate law enforcement authorities.
- In addition to sanctions available under applicable law and ASU and ABOR policies, ASU may impose a temporary or permanent reduction or elimination of [access privileges](#) to ASU Computing and Communication Resources, and other services or facilities.
- If ASU believes it necessary to preserve the integrity of Computing and Communication Resources or data, ASU may temporarily suspend any account, whether or not the account User is suspected of any violation. ASU will provide appropriate notice to the User. Servers and computers that threaten the security of ASU Computing and Communication Resources will be removed from the network and allowed to reconnect only with the approval of ASU.

### **INDEMNIFICATION BY USERS**

You agree to indemnify, defend, save and hold harmless the Schultz Family Foundation, and the State of Arizona, its departments, agencies, boards, commissions, universities, and its and their board members, officials, agents and employees for, from, and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation, and litigation) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property to the extent caused, or alleged to be caused, by (i) your negligence, acts or omissions; (ii) your breach of the Terms of Use; (iii) your infringement or misappropriation of intellectual property or other proprietary rights, or (iv) your failure to comply with any applicable law. You will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

### **PRIVACY**

ASU takes steps to ensure that confidential information collected online is secure. These steps include: ongoing User education; using tools in an effort to restrict unauthorized access, viruses, phishing, and hacking attempts; and monitoring activity to identify potential system threats. ASU routinely assesses and enhances tools and processes available to strengthen our online security.

Edge collects anonymous visitor data using Google Analytics which uses 1st party and 3rd party cookies to measure website and campaign effectiveness. Google Advertising features we use may include:

- Remarketing with Google Analytics
- Google Display Network Impression Reporting
- DoubleClick Platform integrations
- Google Analytics Demographics and Interest Reporting

To learn about Google's policy for securing Google Analytics user data please visit the following: [Google Analytics knowledge article](#).

You may opt out of Google Analytics tracking anytime [by installing this browser extension](#). Please visit Arizona State University's [privacy page](#) for additional information.

## **DISCLAIMERS OF WARRANTY / LIMITATIONS OF LIABILITIES**

EDGE AND ANY INFORMATION, CONTENT OR SERVICES MADE AVAILABLE ON OR THROUGH THE EDGE PLATFORM ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND (EXPRESS, IMPLIED OR OTHERWISE), INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, EXCEPT INsofar AS ANY SUCH IMPLIED WARRANTIES MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW.

NEITHER ASU, THE SCHULTZ FAMILY FOUNDATION, NOR THEIR CONTRACTORS WARRANT THAT EDGE WILL OPERATE IN AN UNINTERRUPTED OR ERROR-FREE MANNER, THAT THE EDGE PLATFORM IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE COURSES OR CONTENT PROVIDED WILL MEET YOUR NEEDS OR EXPECTATIONS. NEITHER ASU THE SCHULTZ FAMILY FOUNDATION, NOR THEIR CONTRACTORS MAKE ANY WARRANTY ABOUT THE ACCURACY, COMPLETENESS, TIMELINESS, OR QUALITY OF EDGE OR ANY COURSES OR CONTENT, OR THAT ANY PARTICULAR COURSES OR CONTENT WILL CONTINUE TO BE MADE AVAILABLE.

USE OF EDGE, AND THE CONTENT AND SERVICES OBTAINED FROM OR THROUGH THE PLATFORM, IS AT YOUR OWN RISK. YOUR ACCESS TO OR DOWNLOAD OF INFORMATION, MATERIALS OR DATA THROUGH THE SITE OR ANY REFERENCE SITES IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM) OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF SUCH MATERIAL OR DATA, UNLESS OTHERWISE EXPRESSLY PROVIDED FOR IN THESE TERMS OF USE.

**User Postings Disclaimer.** You understand that when using the Edge platform you will be exposed to User Content from a variety of sources and that neither ASU, the Schultz Family Foundation, nor their Contractors are responsible for the accuracy, usefulness, reliability or intellectual property rights or relating to such User Content. You further understand and acknowledge that you may be exposed to User Content that is inaccurate, offensive, defamatory, indecent or objectionable and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against ASU, the Schultz Family Foundation or any of their Contractors with respect thereto. Neither ASU, the Schultz Family Foundation nor their Contractors endorse any User Content or any opinion, recommendation or advice expressed therein. Neither ASU, the Schultz Family Foundation, nor their Contractors have any obligation to monitor any User Content or any other user communications through Edge.

ASU reserves the right to review User Content and to exercise its sole discretion to edit or remove, in whole or in part, any User Content at any time and for any reason, or to allow ASU Contractors to do to. Without limiting the foregoing, upon receiving notice from a user or a content owner that a User Content allegedly does not conform to these Terms of Use, ASU may investigate the allegation and determine in its sole discretion whether to remove the User Content, which it reserves the right to do at any time and without notice.

## **CONTRACTORS**

From time to time, ASU or the Schultz Family Foundation may contract with third-parties to host or provide other services related to the Edge platform, payment processing, integrity and courseware, and their related services, processing and functionality (collectively, "Contractors").

## **Third-Party Links and Resources**

The Edge Platform may contain links to third-party websites or resources. You acknowledge and agree that neither ASU, the Schultz Family Foundation, nor their Contractors are responsible or liable for: (i) the

availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by ASU, the Schultz Family Foundation, or their contractors of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources. If you access a third-party website or service from the Edge Platform or share User Content on or through any third-party website or service, you do so at your own risk, and you understand that these Terms of Use and the Privacy Policy do not apply to your use of such sites.

#### **TRADEMARKS**

“Edge” and “Schultz Family Foundation” are trademarks of the Schultz Family Foundation. “ASU,” “Arizona State University” and the related names and logos are trademarks of Arizona State University. You may not use any of these trademarks, or any trademarks of ASU or Schultz Family Foundation’s Contractors, without prior written permission of its respective owner.

#### **GOVERNING LAW AND JURISDICTION**

Under Arizona law, the Arizona Board of Regents (ABOR) is responsible for the control and supervision of the state universities and their properties and activities. The Board is authorized to enact ordinances for the governance of the universities and the maintenance of public order upon all property under its jurisdiction.

You agree that these Terms of Use and any claim or dispute arising out of or relating to these Terms or any content or service obtained from or through Edge will be governed by the laws of the State of Arizona, United States of America, excluding any conflict of law provisions. You agree that all such claims and disputes will be heard and resolved exclusively in the state or federal courts located in Maricopa County, Arizona. You consent to the jurisdiction of those courts over you for this purpose, and you waive and agree not to assert any objection to such proceedings in those courts (including any defense or objection of lack of proper jurisdiction or venue or inconvenience of forum).

**Effective Date: March 14, 2018, and as updated.**