

TERMS OF SERVICE FOR SIE ONLINE COURSES

These Terms of Service govern SIE's OpenEdX SIENZ.ORG websites ("Site"), which is owned by the School of Industry and Economy ("SIE") and operated by SIE or its service providers. You should not access or use this Site until you have carefully read and agreed to the following Terms of Service.

Use of the Site

In order to participate in SIE Online courses or access any online resources offered by SIE you must first carefully read and agree to these Terms of Service, Honor Code and Privacy Policy (collectively "Terms"). BY ACCESSING AND PARTICIPATING IN THE SITE, YOU HAVE INDICATED THAT YOU HAVE READ THESE TERMS AND AGREE TO BE BOUND BY AND COMPLY WITH THEM. If you do not agree to be bound by these Terms, please promptly exit the Site.

SIE RESERVES THE RIGHT TO MODIFY THESE TERMS AT ANY TIME AND WILL PUBLISH NOTICE OF ANY MODIFICATIONS ON-LINE AT THIS SITE. BY CONTINUING TO ACCESS A SITE AFTER NOTICE OF SUCH MODIFICATIONS HAS BEEN PUBLISHED, YOU SIGNIFY YOUR AGREEMENT TO BE BOUND BY THEM.

User Age and Eligibility

Participation in the Site and SIE Online Courses is restricted to those individuals who have registered, who are 18 years of age and over, emancipated minors, or those who possess parental or legal guardian consent, and who are fully able and competent to enter into these terms, conditions, obligations, affirmations, representations and warranties herein. By accessing the Site you affirm that you are at least 13 years old and meet the eligibility requirements. This Site is not intended for children under 13. If you are under 13 years of age, do not use the Site. If you have questions about your eligibility, please contact us at admin@sienz.org.

Certain courses may also have additional eligibility requirements as specified in the specific course description. If you are not eligible for registration and participation or do not agree to the Terms, you may not use the Site.

Access to the Site

While portions of the Site may be available to the general public, portions of the Site are restricted to registered users who meet eligibility criteria. You agree that you will not access any registration-only portions of the Site if you do not meet the eligibility requirements. SIE is not responsible for any delay, inability or failure to access the Site due to any cause, including but not limited to acts of God, natural disasters, government orders, labor unrest, malfunction of user hardware or software, interruption in internet service, loss or corruption of data, and unanticipated suspension or cessation of service from any underlying service provider.

User Accounts

Site Registration. In order to fully participate in all Site activities, you must register and create a User Account. You are required to provide a valid email address ("Email Address") and create a user password ("User Password") and a unique username, which will be publicly visible on the forum and other locations on the Site. In setting up your User Account, you may also be prompted or required to enter additional information, including but not limited to your name, location or other information required to confirm your identity.

Course Registration. In order to participate in an online course you may be required to register in the course by selecting the course from the list of offered courses. You may be required to provide additional information at the time of registration including, without limitation, evidence of eligibility or of successful completion of prerequisite courses. You may be required to pay a fee to register in courses.

You understand and agree that all information provided by you is accurate, current and complete and 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 refuse access to the selected course or to terminate your use of the Site. You agree that you will never divulge or share access or access information to your User Account with any third party for any reason.

Fees

Course fees are due and payable at the time of enrolling into a course or at the time of requesting a service or materials for which a fee is required. SIE expressly reserves the right to refuse to permit access to any fee-based course if the fee is not paid, is cancelled or not processed for any reason. If you believe a refund

is warranted, please email us at admin@sienz.org, along with your full name and username. Refunds will be credited to the payment account used when you registered and may take up to two billing cycles to process. SIE has no obligation to issue a refund.

Course Modification or Cancellation

The Site, including the course materials, may contain errors and omissions. We reserve the right to correct errors or omissions without prior notice. We also reserve the right to cancel, discontinue, reschedule, delay, change instructors or modify any course or service. You acknowledge that the course content of the online course does not reflect the complete curriculum of a course that may be offered to students enrolled at SIE.

License to use Site Materials

Unless otherwise indicated, the Site and all its content, such as text, images, and the HTML used to generate the pages ("Material") are the property of SIE or that of our suppliers or licensors and are protected by patent, trademark and/or copyright under NZ or foreign laws. In consideration for your agreement to the terms and conditions contained here, SIE grants you a personal, non-exclusive, non-transferable license to access and use the Site and the Material. Registered users may download Material from the Site only for such user's own personal, non-commercial use. No user may otherwise copy, reproduce, duplicate, retransmit, distribute, publish, scrape, download in bulk, sell, resell, commercially exploit or otherwise transfer any Material or modify or create derivative works of the Material. The burden of determining that use of any information, software, material or any other content on the Site is permissible rests with the User. Some content on the Site is provided by third parties, and the use of that content is subject to rules and restrictions as indicated on the Site. You agree to be bound by all such rules and restrictions, NZ or foreign laws. In consideration for your agreement to the terms and conditions contained here, SIE grants you a personal, non-exclusive, non-transferable license to access and use the Site and the Material. Registered users may download Material from the Site only for such user's own personal, non-commercial use. No user may otherwise copy, reproduce, duplicate, retransmit, distribute, publish, scrape, download in bulk, sell, resell, commercially exploit or otherwise transfer any Material or modify or create derivative works of the Material. The burden of determining that use of any information, software, material or any other content on the Site is permissible rests with User. Some content on the Site is provided by third parties, and the use of that content is subject to rules

and restrictions as indicated on the Site. You agree to be bound by all such rules and restrictions.

Modifications to Site

SIE reserves the right, for any reason or no reason, in our sole discretion and without notice, to terminate, change, suspend or discontinue any aspect of the Site, including without limitation, information, data, text, music, sound, photographs, graphics, video, messages, courses, Materials, features and/or hours of availability, and we will not be liable to you or to any third party for doing so. We may also impose rules and limits on the use of the Site or restrict your access to part, or the entire, Site without notice or penalty.

Rules for Online Conduct

You agree to use the Sites in accordance with all applicable laws. You are responsible for your own communications, including the upload, transmission and posting of information, and are responsible for the consequences of their posting on or through the Site. You further agree that you will not email or post malicious or harmful content anywhere on the Site, or on any other SIE computing resources including without limitation the following: transmission and posting of information, and are responsible for the consequences of their posting on or through the Site. You further agree that you will not email or post malicious or harmful content anywhere on the Site, or on any other SIE computing resources including without limitation the following:

- Content that defames or threatens others
- Harassing statements or content that violates federal or state law
- Content that discusses illegal activities with the intent to commit them
- Content that is not your own, or infringes another's intellectual property, including, but not limited to, copyrights, trademarks or trade secrets
- Content related to partisan political activities
- Material that contains obscene (i.e. pornographic) language or images
- Advertising or any form of commercial solicitation or promotion, including links to other sites
- Content that is otherwise unlawful
- Intentionally incomplete, misleading or inaccurate content
- Violations of Honor Code

Copyrighted material, including without limitation software, graphics, text, photographs, sound, video and musical recordings, may not be placed on the

Site without the express permission of the owner of the copyright in the material, or other legal entitlement to use the material.

Security Rules

Violations of system or network security may result in civil or criminal liability. SIE will investigate occurrences and may involve, and cooperate with, law enforcement authorities in prosecuting the use or users who are involved in such violations. You agree that you will not violate or attempt to violate the security of the Site, including without limitation:

- attacking, probing, scanning or testing the vulnerability of, breaching security of, disrupting, disabling or harming the Site, or servers or networks connected to the Site
- using the Site via any automated means, such as a screen-scraping robot. This is not intended to exclude the use of assistive technology for your own use, such as screen-readers
- sending any unsolicited emails to other Site Users or forging any TCP/IP packet header or any part of the header information in any email
- displaying the Site within a frame on another website without consent, or place pop-up windows or other disruptive technologies over it
- accessing data not intended for you or logging into a server or account you are not authorized to access
- attempting to interfere with service to any user, host or network, including without limitation, via means of submitting a virus to the Site, overloading, "flooding", "Mailbombing" or "Crashing"
- impersonating another person or improperly allowing another to use your registration information to access the Site.

Content Disclaimer

The text and other material on the Sites may include the opinion of the specific instructor and are not statements of advice, endorsement, opinion, or information of SIE. If you feel you might be offended by the content of the Sites, you should not continue.

Sites may also include the personal opinions and other expressions by Users who post entries on a wide range of topics. Neither the content of the forums, nor the links to other web sites, are screened, approved, reviewed or endorsed by SIE or any other related entity. SIE is not a publisher of any of the content of the forums, or of any content that may be available through links to and from them.

User Content

You may be permitted to submit and distribute materials in connection with an online course ("User Content"). You represent and warrant that any material you submit to the Site, instructors or other Users is accurate and complete and will not violate or infringe the rights of any third party, including without limitation privacy, publicity, intellectual property and any other proprietary rights, such as copyright, trademark and patent rights. You represent and warrant that you have all the necessary rights and licenses to use the material and to permit use of the material by SIE and other researchers.

You agree that, if a third party claims that any material you have contributed to a Site is unlawful, you will bear the burden of establishing that the material complies with all applicable laws. Although SIE does not monitor the content of the Site, SIE has the right to remove material from the Site, block access, or take other action with respect to the material in its sole discretion.

Grant of license. By your submission of any material in connection with this course, you hereby grant SIE an irrevocable, non-exclusive, royalty free, fully transferable, worldwide license to use, disclose, reproduce, distribute, prepare derivative works of, publicly perform, publicly display and provide to other researchers any such submission. You hereby grant Users in your online course a license to use your User Content (including the right to copy, modify and distribute such content) in conjunction with their participation in the course.

User Status and Statement of Accomplishment

You agree and acknowledge that your access to the Site, participation in an online course and your agreement to these Terms do not confer any right to access or use the resources of SIE or establish any relationship with SIE or its instructors beyond the Site, that you are not enrolled, admitted or in attendance at SIE and that you are not entitled to any student or academic grievance procedures. You agree that no joint venture, partnership, employment, or agency relationship exists between SIE and you as a result of these Terms or your use of the Site.

Subject to satisfactory performance and course completion, you may receive a Certificate of Achievement ("Certificate") signed by the instructor(s). SIE reserves the right to determine whether a Certificate will be issued for the online course and the nature of the information to be provided in the Certificate.

International Use and Consent to Processing

SIE controls and operates this Site within New Zealand and South America, and all information is collected, transmitted, processed and stored within New Zealand and South America. We do not represent that materials on the Site are appropriate or available for use in other locations. Persons who choose to access the Site from other locations do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable. You agree to comply with all applicable laws, rules and regulations in connection with your use of the Site. Without limiting the generality of the foregoing, you agree to comply with all applicable laws regarding the transmission of technical data exported from New Zealand and South America or the country in which you reside. By providing any personal information to the Site, all users, including without limitation users in the European Union, fully understand and unambiguously consent to the collection, transmission processing and storage of such information in New Zealand and South America and the use of such information for research by SIE and other international researchers.

Links to Other Sites

The Site may include hyperlinks to sites maintained or controlled by others. SIE is not responsible for and does not routinely screen, approve, review or endorse the contents of or use of any of the products or services that may be offered at other sites. These links do not imply SIE's endorsement of or association with the linked sites. SIE is not responsible for and shall in no event be liable, directly or indirectly, to anyone for any loss or damage arising from or occasioned by the creation or use of the linked sites or the information or material accessed through those linked sites. If you choose to use Social Auth login, we may receive from the authenticator your name, email, and public profile information, and the authenticator is notified of your login to this site.

Choice of Law/Forum Selection

The Sites are managed by SIE, located in New Zealand. You agree that any dispute arising out of or relating to these Terms 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 New Zealand. Excluding claims for injunctive or other equitable relief, for claims related to the Site where the total amount sought is less than ten thousand N.Z. Dollars (\$10,000.00 USD), either you or SIE 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 SIE. 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 or via written submissions alone. Any judgment rendered by the arbitrator may be entered in any court of competent jurisdiction. Any claim or cause of action you may have with respect to SIE or the Site must be commenced within one (1) year after the claim or cause of action arose.

Disclaimer of Warranties

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SIE DOES NOT WARRANT, AND HEREBY DISCLAIMS ANY WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE ACCURACY, ADEQUACY OR COMPLETENESS OF ANY SITE, INFORMATION OBTAINED FROM A SITE, OR LINK TO A SITE. SIE DOES NOT WARRANT THAT THE SITE WILL OPERATE IN AN UNINTERRUPTED OR ERROR-FREE MANNER OR THAT THE SITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. USE OF INFORMATION OBTAINED FROM OR THROUGH THE SITE IS AT YOUR OWN RISK.

WITHOUT LIMITING THE FOREGOING, SIE DOES NOT WARRANT THAT (A) THE SITE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS OR ACHIEVE THE INTENDED PURPOSES, (B) THE SITE WILL BE FREE OF OUTAGES, INTERRUPTIONS, DELAYS, SECURITY FLAWS, AND ERRORS, (C) THE INFORMATION OBTAINED FROM THE SITE WILL BE ACCURATE, COMPLETE, CURRENT, ERROR-FREE, COMPLETELY SECURE OR RELIABLE, (D) THAT YOU WILL BE ABLE TO TRANSMIT OR RECEIVE INFORMATION FROM OR THROUGH THE SITE OR (E) THAT DEFECTS IN OR ON THE SITE WILL BE CORRECTED.

Limitation of Liability

YOU AGREE THAT SIE WILL NOT BE LIABLE TO YOU FOR ANY LOSS OR DAMAGES, EITHER ACTUAL OR CONSEQUENTIAL, ARISING OUT OF OR RELATING TO THESE TERMS, OR TO YOUR (OR ANY THIRD PARTY/'S) USE OR INABILITY TO USE THE SITE, OR TO YOUR PLACEMENT OF CONTENT ON THE SITE, OR TO YOUR RELIANCE UPON INFORMATION OBTAINED FROM OR THROUGH THE SITE. IN PARTICULAR, SIE WILL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL, INDIRECT,

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Termination Rights

You agree that: SIE, in its sole discretion, may terminate your use of the Site or your participation in an online course activity, for any reason or no reason and at any time; SIE shall not have any liability to you for the termination; and that you are not entitled to any course credit or to any student or academic grievance procedures in connection with such a termination.

Consumer Notice

If you have any questions regarding services provided through the Site, you may contact SIE's Course Operations at admin@sienz.org, or Suite 2520, 24B Moorefield Road, Wellington 6037, New Zealand.

Proprietary Rights

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purpose except as otherwise provided by SIE. If you make use of the Site, other than as provided herein, in doing so you may violate copyright and other laws of the United States, other countries, as well as applicable state laws and may be subject to liability for such unauthorized use. We do not grant any license or other authorization to any user of our trademarks, registered trademarks, service marks, other copyrightable material or any other intellectual property by including them on the Site.

Indemnification

You agree to indemnify and hold SIE and its instructors, trustees, officers, agents, employees, and assignees, harmless from any claims, actions, demands, losses or damages, including legal fees, arising out of, resulting from or in any way related to your participation in an online course, use of a Site, placement of any content onto a Site or violation of these Terms. You further agree to fully cooperate in SIE's defense against any such claims.

COPYRIGHT COMPLAINTS

SIE respects the intellectual property rights of others. In accordance with applicable laws, an agent has been designated to receive notification of a claimed copyright infringement for SIE. If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement, please contact SIE admin@sienz.org and provide the following written information: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (ii) a description of the copyrighted work that you claim has been infringed upon; (iii) a description of where the material that you claim is infringing is located on the Site; (iv) your address, telephone number, and email address; (v) 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; and (vi) 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 on the copyright owner's behalf.

Notices

Notices to you may be made via either email or regular mail. Notices to SIE should be directed to the email listed below. The Site may also provide notices of changes to these Terms or other matters by displaying notices or links to notices to you on the Site.

General Information

SIE's failure to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect.

You may not assign the Terms or any of your rights or obligations under the Terms without SIE's express prior written consent.

The Terms inure to the benefit of SIE's successors, assigns and licensees. The section titles in the Terms are for convenience only and have no legal or contractual effect.

HONOR CODE

By registering in an online course, you agree to: rely solely on your own work in connection with all assessments, problems, homework and assignments (unless collaboration is expressly permitted); acknowledge any and all external sources used in your work; refrain from any activity that would dishonestly or fraudulently improve your results or disadvantage others in the course; maintain only one user account and not let anyone else use your username and/or password; and not access or attempt to access any other user's account, or misrepresent or attempt to misrepresent your identity while using the Sites. This Honor Code is not intended to prohibit discussion of course material. While users must submit work that is their own, you should feel free to discuss lectures or other course material with others either in-person or online.

PRIVACY POLICY

SIE respects your privacy, will use reasonable efforts to keep your Personally Identifiable Information (i.e., information that can be used to identify you) private, and will not share it with third parties, except as otherwise provided in this Privacy Policy, or unless SIE has a good faith belief that such disclosure is necessary in special cases, such as a physical threat to you or others.

What Information this Privacy Policy Covers

Some of our Site's functionality can be used without revealing any personal information; however, for features or services related to an online course registration and participation, personal information is required. If you do not use these specific features or services on the Site, then the only information SIE

collects will be "Non-Personal Information" (i.e., information that cannot be used to identify you). Non-Personal Information includes information such as the web pages that you have viewed.

In order to access certain features and benefits on our Site, you may need to submit "Personally Identifiable Information". Personally Identifiable Information can include information such as your name and email address, among other things. You are responsible for ensuring the accuracy of the Personally Identifiable Information you submit to SIE. 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 means by which we communicate with you.

Please note that this Privacy Policy only applies to information that we collect through the Site and does not apply to information that we may collect from you through other means such as by mail or over the phone.

What You Consent to by Using Our Site

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

The Information We Collect

We gather the following types of information about users through the Site:

Non-Personal Information. When users come to our Site, SIE may track, collect and aggregate Non-Personal Information indicating, among other things, which pages of our 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 our 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 his or her point of connectivity.

Cookies. SIE also uses 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 SIE 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 SIE to serve you better and more efficiently, and to personalize your experience at our Site. Cookies and web beacons are not used to retain Personally Identifiable Information. From time to time SIE may also use additional methods of collecting data. SIE does not provide any data collected through cookies to third parties.

You should be able to control how and whether cookies will be accepted by your web browser. Most browsers offer instructions, in the "Help" section of the toolbar, on how to reset the browser to reject cookies. If you reject our cookies, many functions and conveniences of this Site may not work properly.

Personally Identifiable Information. This Privacy Policy serves as notice that SIE collects Personally Identifiable Information in the manner described herein. Such information may include but is not limited to: username, email address, home address, IP address, postal code, gender and year of birth. SIE collects Personally Identifiable Information that you provide to us when you sign-up for email updates, participate in online courses or services through our Site, participate in our public forums, send us email messages, and/or otherwise contact us. In order to subscribe to services, you may be required to provide us with Personally Identifiable Information such as your user name, name, postal address, and email address. You may also be asked to provide demographic information such as date of birth, gender and educational and vocational information. SIE may also receive Personally Identifiable Information when you access or log-in to a third party site, e.g., Facebook, from our Site. This may include the text and/or images of your Personally Identifiable Information available from the third party site. Personally Identifiable Information shall not include any information posted or sent by or to you via any public forum.

Collection of Information by Third Parties

We may permit a limited number of authorized third parties, such as analytics partners, to place cookies through the Site to provide us with better insights into the use of the Site or user demographics. These third parties may collect information, including non-personal information, about a consumer's online

activities over time and across different websites when he or she uses our website.

Do Not Track

We do not use technology that recognizes a "do-not-track" signal from your web browser.

How We Use and Share the Information

Please take some time to familiarize yourself with the different ways SIE uses and may disclose the information that we gather. We do not share your Personally Identifiable Information with third parties for their direct marketing use.

Non-Personal Information. SIE uses 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 specific areas of our Site. Such aggregate information may include but is not limited to video player interactions, views of posts, views and actions on pages, assessment results and completion rates and assignments. We may share Non-Personal Information with service providers and others to assist us in operating and enhancing our programs and site.

Personally Identifiable Information. Among other things, SIE 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 online courses offered by SIE or other SIE events, and send you email messages about Site maintenance or updates. Except as set forth in this Privacy Policy or as specifically agreed to by you, SIE 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, SIE 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 Site or an online course. SIE may also archive this information and/or use it for future communications with you.

Forums. SIE uses Personally Identifiable Information collected during your use of forums to facilitate your use of the forums. In addition SIE may display this information either on the Site and/or in other publications. SIE may also archive

this information and/or use it for future communications with you and/or your designee(s). Since the forum is open to the public, you may wish to select a username which does not disclose your identity when you post on the forum.

Participation in Online Courses. We use the Personally Identifiable Information, including but not limited to username and email address, that we collect from you when you participate in an online course through the Site for processing purposes, including but not limited to tracking attendance, progress and completion of an online course. Also, SIE may archive this information and/or use it for future communications with you. This information may be shared with the content providers or contractors.

Communications with SIE. 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.

Research. We will study course participation to learn how to enhance both our course offerings and the online learning experience. Records of your participation may be used by SIE for these research studies. Such records may include but will not be limited to: username, email address, home address, IP address, postal code, gender, year of birth and your interactions with the platform such as video player usage, forum posts, actions on class pages, assignments, and assessment results. For purposes of research, we may share information we collect from online learning activities, including Personally Identifiable Information ("PII"), with researchers beyond SIE. However, your PII will only be shared as permitted by applicable law, will be limited to what is necessary to perform the research and will be subject to an agreement to protect the data. We may also share with the public or third parties aggregated information that does not personally identify you. Similarly, any research findings will be reported at the aggregate level and will not expose your personal identity.

Third Party Sites. We use the Personally Identifiable Information collected from third party sites for research and teaching purposes. To the extent such Personally Identifiable Information contains images of you; you grant SIE a limited, non-exclusive right to use, reproduce, distribute, prepare derivative works of or publicly display such images and/or your likeness for educational purposes.

Disclosure to Complete Transactions. We may disclose your Personally Identifiable Information in order to help complete a transaction that you have requested. This may include, for example, disclosure of credit card information to a payment processor.

Disclosure to SIE Contractors. Our contractors may have limited access to your Personally Identifiable Information in the course of providing products or services to us. These contractors may include vendors and suppliers that provide us with technology, services, marketing assistance, and/or content related to the operation and maintenance of the Site or the online course. Access to your Personally Identifiable Information by these contractors is limited to the information reasonably necessary for the contractor to perform its limited function for us.

Government Authorities, Legal Rights and Actions. SIE 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, rights or safety or the property, rights or safety of others; to prosecute or to defend against legal claims; or as otherwise required by law or applicable regulations. In such cases SIE reserves the right to raise or waive any legal objection or right available to us. We also may share your Personally Identifiable Information when SIE believes 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 SIE, the Site, our users or others; and in connection with our Terms of Use and other agreements.

Security

SIE takes reasonable measures to protect your Personally Identifiable Information from disclosure to or access by third parties. However, no method of electronic transmission or storage is 100% secure. Please note that SIE does 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. Any information that you post on our site or send to us in an email is not secure.

You also play a role in protecting your information. Please safeguard your user name and password and do not share them with others. If we receive instructions using your log-in information we will consider that you have

authorized the instructions. You agree to notify us immediately of any unauthorized use of your account or any other breach of security. We reserve the right to refuse service, terminate accounts, or remove or edit content in our sole discretion.

External Links

For your convenience we may provide links to sites operated by organizations other than SIE ("Third Party Sites") that we believe may be of interest to you. SIE does not disclose your Personally Identifiable Information to these Third Party Sites without obtaining your consent. SIE does not endorse and is not responsible for the privacy practices of these Third Party Sites. If you choose to click on a link to one of these Third Party Sites, you should review the terms of service and privacy policy posted on the other site to understand how that Third Party Site collects and uses your Personally Identifiable Information.

Updating or Deleting Your Personally Identifiable Information

You may update or delete your Personally Identifiable Information by logging into the Site and visiting your user account page. Keep in mind, however, that there will be residual information that will remain within our databases, access logs and other records, which may or may not contain your Personally Identifiable Information. You may also submit a request to update your Personally Identifiable Information to admin@sienz.org. We try to answer every email promptly, but may not always be able to do so.

Opt-Out Rights

If you do not wish to receive information or other notices from us in the future, you can "opt out" by contacting us at the address indicated at the end of this policy or by following the "unsubscribe" instructions in any communication you receive from us. Please be aware that you are not able to opt out of receiving communications about your account or your transactions with us.

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 Policy). Be sure to return to this

page periodically to ensure familiarity with the most current version of this Privacy Policy. If you have any privacy-related questions, you may contact SIE at admin@sienz.org.

Protecting Children's Privacy

SIE does 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. SIE 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. If you have any concerns with respect to data collected on the site, please contact us at admin@sienz.org.

Entire Agreement

These Terms of Service, including the Honor Code and Privacy Policy, constitute the entire agreement between you and SIE and its affiliates with respect to the subject matter herein and supersedes any and all prior or contemporaneous oral or written agreements.

Contacting SIE

email us at admin@sienz.org

Effective date: August 21, 2017