

IMPORTANT NOTICE: THIS SITE AND RELATED SERVICES ARE PROVIDED SUBJECT TO THESE TERMS AND CONDITIONS. PLEASE READ THE FOLLOWING INFORMATION CAREFULLY. YOUR CONTINUED USE OF THIS SITE WILL INDICATE YOUR AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, PROMPTLY EXIT THIS SITE.

These Terms and Conditions of Use (the “Terms and Conditions”) govern your use of the Turnitin.com web site provided by iParadigms, LLC, including without limitation use of all services, content, data, images, information and other materials posted on or available through this Site (collectively, the “Site”). These Terms and Conditions are in addition to any other agreement you may have with iParadigms, LLC., including any agreement governing your use or your organization’s use of iParadigms’ products or services (e.g., iParadigms Registration Agreement). In the event of a conflict between these Terms and Conditions and any such separate agreements, the separate agreements shall govern. Certain areas of the Site and use of data, content, or services made available through the Site may be subject to additional terms and conditions provided in connection with those areas or use of the data, content, or services.

iParadigms hereby grants you a nonexclusive license to use the Site solely for your personal, non-commercial use. As a condition of your use of this Site, you warrant to iParadigms that you will not use the Site for any purpose that is unlawful or prohibited by these Terms and Conditions. You may not reverse engineer, deconstruct, disassemble or decompile any software or technology underlying the Site or provided through the Site, except to the extent permitted by applicable law. If you breach any of these Terms and Conditions, your authorization to use this Site shall automatically terminate.

The contents of the Site may not be distributed, modified, reproduced, or used, in whole or in part, without the prior written consent of iParadigms, except that you may download content from the Site to any single computer, provided you keep intact all copyright, trademark, and other proprietary notices. Except as provided in these Terms and Conditions, any use of these materials on any other Web site or networked computer environment for any purpose is prohibited.

Copies of These Terms and Conditions; Updates: You may print a copy of these Terms and Conditions using the print button or feature in your browser. We suggest retaining a copy for your future reference. You should be aware, however, that we may revise these Terms and Conditions at any time, and by your continued use of the Site agree to be bound by future revisions. It is your responsibility to periodically visit the “Terms and Conditions” link on the Site to review the most current version of the Terms and Conditions. You may use your browser to print copies of any updated Terms and Conditions.

Ownership: The Site is owned and operated by iParadigms, LLC (referred to as “iParadigms,” “we,” “us,” or “our” herein). All services, content, data,

information and other materials on or directly accessible from the Site are owned by iParadigms, its subsidiaries, affiliates, licensors and/or vendors. The Site is protected by United States and international copyright and trademark laws. Any rights not expressly granted by these Terms and Conditions or any other agreement with iParadigms are reserved by iParadigms and/or its vendors and licensors. Any copies that you make of material or other content provided through the Site must contain the same copyright and other proprietary notices that appear with the material or content.

No Framing: You may not frame or utilize framing techniques to use, surround or enclose any portion of the Site without iParadigms' express written consent.

Jurisdictional Issues: This Site is controlled and operated by iParadigms from its offices within the State of California, United States of America. iParadigms makes no representation that materials in the Site are appropriate or available for use in other locations. Those who choose to access this Site from other locations do so on their own initiative and are responsible for compliance with local or national laws, if and to the extent local or national laws are applicable. Any software from this Site is further subject to United States export controls and, potentially, the import laws of your jurisdiction. No software from this Site may be downloaded or otherwise exported or re-exported to any person or entity on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders or otherwise prohibited by United States export control laws. By downloading or otherwise using Software from this Site in any manner whatsoever, you represent and warrant that you are not on any such list or located in, under the control of, or a national or resident of any such country. Any use of downloaded software by the U.S. Government, including but not limited to any Educational Institutions under its jurisdiction or under the corresponding States' jurisdiction, is subject to 'restricted rights' as that term is defined in FAR 52.227-19(c)(2) or DFAR 252.227.7013(c)(1) (if used in a defense related agency).

Trademarks: iParadigms, LLC and other names of iParadigms products and/or services including on the Site are the trademarks and service marks of iParadigms. iParadigms' trademarks and service marks may not be used in connection with any product or service that is not iParadigms', in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits iParadigms. All other trademarks, service marks and logos used in this Site are the trademarks, service marks or logos of their respective owners. iParadigms does not make any claims to the marks of others which might appear on the Site. You gain no right to use any marks of iParadigms or any other entity by virtue of your use of this Site.

Your License to Us: Unless otherwise indicated in this Site, including our Privacy Policy (http://www.turnitin.com/static/legal/privacy_pledge.html) or in connection with one of our services, any communications or material of any kind that you e-mail, post, or transmit through the Site (excluding

personally identifiable information of students and any papers submitted to the Site), including, questions, comments, suggestions, and other data and information (your “Communications”) will be treated as non-confidential and non-proprietary. You grant iParadigms a non-exclusive, royalty-free, perpetual, world-wide, irrevocable license to reproduce, transmit, display, disclose, and otherwise use your Communications on the Site or elsewhere for our business purposes. We are free to use any ideas, concepts, techniques, know-how in your Communications for any purpose, including, but not limited to, the development and use of products and services based on the Communications.

Your Communications: iParadigms may, but is not obligated to, monitor or review any areas of the Site where user Communications may be made available, including, but not limited to, chat rooms, bulletin boards, and other user forums. iParadigms, however, will have no liability related to the content of any such Communications, whether or not arising under the laws of copyright, defamation, privacy, obscenity, or otherwise. iParadigms retains the right to remove, in its sole discretion, Communications that include any material deemed abusive, defamatory, obscene, or otherwise inappropriate.

Acceptable Use Policy: You may not transmit any material on or through the Site that (a) restricts any other user’s enjoyment of the Site, (b) is unlawful, threatening, abusive, libelous, defamatory, pornographic, profane or otherwise offensive, (c) constitutes or encourages criminal conduct, gives rise to civil liability, or otherwise violates any law, (d) violates or infringes the rights of any third party including, without limitation, patent, copyright, trademark, privacy or any other proprietary right, (e) contains a virus or other harmful component, or (f) contains false or misleading indications of origin or statements of fact. iParadigms reserves the right at all times to disclose any information as necessary to satisfy any law, regulation, government request, court order, subpoena or other legal process, or to edit or remove any information, in whole or in part, that in iParadigms’ sole discretion is objectionable, disruptive to the Site or in violation of these Terms and Conditions. iParadigms reserves the right to immediately suspend your access to the Site in the event of any violation of this provision.

Privacy Policy: Use of personally identifiable, student information is set forth in our Privacy Policy at http://www.turnitin.com/static/legal/privacy_pledge.html (These Terms and Conditions shall apply to and govern any disputes or claims relating to the Privacy Policy).

External Hyperlinks from the Site: The Site contains hyperlinks to third party Web sites. External hyperlinks to or from the Site do not constitute any endorsement or recommendation by iParadigms of any third party or its Web site, products, resources or other information. An external hyperlink to a site does not imply that iParadigms is affiliated with or sponsors the third party’s Web site. iParadigms is not responsible for any software, data or other information available from any third party Web site. You are solely responsible for complying with all terms and conditions of use for the third party sites. You acknowledge that

iParadigms shall have no liability for any damage or loss arising from your access to, use of or reliance on any third party site, software, data, or other information.

Accuracy and Integrity of Information: Although iParadigms attempts to ensure the integrity and accuracy of the Site, it makes no guarantees whatsoever as to the correctness or accuracy of the Site. It is possible the Site may include typographical errors, inaccuracies or other errors, and that unauthorized additions, deletions and alterations could be made to the Site by third parties. In the event that an inaccuracy arises, please inform iParadigms so that it can be corrected. Information contained on the Site may be changed or updated without notice.

No Warranty: THE SITE AND ALL INFORMATION AND SERVICES AVAILABLE THROUGH THE SITE ARE PROVIDED “AS IS,” WITH ALL FAULTS, AND “AS AVAILABLE”. IPARADIGMS DOES NOT WARRANT THAT THE SITE WILL MEET YOUR REQUIREMENTS, OR THAT ANY RESULTS OR COMPARISONS GENERATED BY THE SITE WILL BE COMPLETE OR ACCURATE. IPARADIGMS DOES NOT WARRANT THAT ACCESS TO THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SITE WILL BE CORRECTED. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, IPARADIGMS DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, NON-INFRINGEMENT, CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, MERCHANTABILITY, QUALITY OF INFORMATION, QUIET ENJOYMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability: NEITHER IPARADIGMS, NOR ITS LICENSORS OR SUPPLIERS, WILL BE LIABLE UNDER ANY THEORY FOR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY DAMAGES OR DAMAGES RESULTING FROM LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION) ARISING FROM THE YOUR USE OF THE SITE AND THE INFORMATION CONTAINED THEREIN, HOWEVER ARISING, EVEN IF IPARADIGMS OR ITS REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION DOES NOT APPLY TO THE EXTENT IT IS PROHIBITED BY LAW.

YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE, SITE-RELATED SERVICES, AND/OR HYPERLINKED WEB SITES IS TO STOP USING THE SITE AND/OR THOSE SERVICES. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

Indemnification: You agree to indemnify and defend iParadigms from any claim (including attorneys fees and costs) arising from your (a) use of the Site, (b) violation of any third party right, or (c) breach of any of these Terms and

Conditions. You agree to cooperate as reasonably required in the defense of any claim. iParadigms reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification under this section and, in any event, you agree not to settle any such matter without the prior written consent of iParadigms.

Procedure for Making Claims of Copyright Infringement: In accordance with the Digital Millennium Copyright Act (17 U.S.C. § 512), iParadigms is registered with the United States Copyright Office as a Service Provider. Any notifications of claimed copyright infringement must be sent to our Copyright Agent:

[name] John Barrie

[title] CEO

[c/o] IParadigms

[address] 1624 Franklin Street, 7th Floor
Oakland, CA 94612

Telephone 510-287-9720

Email: legal@iparadigms.com

iParadigms respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide iParadigms' Copyright Agent the following information:

1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
2. A description of the copyrighted work that you claim has been infringed;
3. A description of where the material that you claim is infringing is located on the Site;
4. Your address, telephone number, and email address;
5. 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;
6. 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.

General: Except as provided below, these Terms and Conditions constitute the entire agreement between iParadigms and you pertaining to the subject matter hereof. The parties agree that any and all disputes, claims or controversies arising out of or relating to these Terms and Conditions that are not resolved by mutual agreement shall be submitted to final and binding arbitration before JAMS, or its successor, pursuant to the United States Arbitration Act, 9 U.S.C. Sec. 1 et seq.. The arbitration shall take place in Alameda County, California, unless the parties

otherwise agree in writing. Within fourteen (14) days thereafter, the arbitrator shall arrive at a final decision, which shall be reduced to writing, signed by the arbitrator, and mailed to each of the parties and their legal counsel. All decisions of the arbitrator shall be final, binding and conclusive on the parties and shall constitute the only method of resolving disputes or matters subject to arbitration pursuant to this the United States Arbitration Act, 9 U.S.C. Sec. 1 et seq.. The arbitration shall take place in Alameda County, California, unless the parties otherwise agree in writing. Within fourteen (14) days thereafter, the arbitrator shall arrive at a final decision, which shall be reduced to writing, signed by the arbitrator, and mailed to each of the parties and their legal counsel. All decisions of the arbitrator shall be final, binding and conclusive on the parties and shall constitute the only method of resolving disputes or matters subject to arbitration pursuant to this Agreement; provided, however, nothing shall prohibit the parties from seeking injunctive relief and/or other equitable remedies in a court of competent jurisdiction. The arbitrator or a court of appropriate jurisdiction may issue a writ of execution to enforce the arbitrator's judgment. Judgment may be entered upon such a decision in accordance with applicable law in any court having jurisdiction thereof.