

BJU Press Distance Learning Policies Agreement

In consideration of the mutual promises contained in this Agreement, BJU Press and the Subscriber agree to the following conditions:

Lease Agreement

The Subscriber agrees that the Content is on lease from BJU Press. Lessons from BJU Press Distance Learning are the Content of BJU Press and have only viewing/use rights. The lessons may not be duplicated, rented, sold, copied, or in any way distributed to anyone. The rights given in this Agreement are nontransferable. Content, as used in this Agreement, includes videos, online assessments, teacher-prepared handouts, answer keys, and other materials in any way provided by BJU Press and related to this Agreement.

DVDs/Hard Drive—The lease period is defined as 13 months from the original shipping date, which will be indicated on the invoice enclosed with the shipment.

The DVDs/Hard Drive must be returned by the end of the 13-month lease period, unless prior arrangements have been made for reuse. Failure to return the DVDs/Hard Drive by the end of the lease period will result in a penalty of \$200 per month up to a maximum of \$1,000. DVDs/Hard Drives that are returned in an unusable condition will result in a penalty of up to a maximum of \$500/\$100 respectively.

The DVDs/Hard Drive should be returned in the original packaging. A prepaid return label (for the 48 contiguous United States only) to ship the DVDs/Hard Drive (only), along with the instructions, have been included with the original documentation.

Use of the return label(s) for other purposes is strictly forbidden by the carrier (i.e., UPS) and will result in additional charges to the customer. Please use the prepaid return label for end-of-lease returns only.

Online—The lease period is defined as beginning at initial invoice of the first shipment or initial login (whichever comes first) and ending December 31, 2018. No lease extensions or reuse options are available for the Online program.

Subscriber Approval

Pricing and program details are subject to change without notice. This Agreement is not final until accepted by the Home Office of BJU Press.

Acceptance will be based in part on the following:

Qualification of Subscriber as a residential home educator

The BJU Press Distance Learning program is not available for group use. A school Distance Learning package is available directly from BJU Press. Call 800.845.5731 for information on group use.

Satisfactory payment/credit arrangements with the Subscriber

BJU Press requires full payment at time of order. Payment can be made by credit card, in cash, or by check (U.S. funds only). Qualified customers may take advantage of a payment plan. See bjupresshomeschool.com for more details.

By placing an order with BJU Press, either by phone, fax, email, Internet, or other method, the Subscriber agrees to abide by all conditions of this Agreement.

Agreement to additional terms for Online customers related to the use of the Learning Management Software is required by the software licensing company, Edvance360. These terms will be presented to the Subscriber for approval at the time of the Subscriber's first login to the system. In the event that you do not agree to these terms, you will be entitled to a full refund, as provided below.

Obligations and Qualifications

With this Agreement, BJU Press grants the Subscriber a limited viewing/use license for the lease period to use the Content solely in the Subscriber's own homeschool. The Subscriber acknowledges that all Content remains the property of BJU Press and agrees to use the Content only for the purposes allowed by this agreement. Use of Content by non-subscribers is specifically prohibited and is a violation of copyright laws.

BJU Press permits Subscribers to duplicate (and therefore assume responsibility for duplication of) any and all printable teacher-prepared handout materials for each course. This right to copy and reuse the handouts applies only to handouts—not to textbooks—and only to BJU Press Distance Learning Subscribers for use within their immediate family (children living in their home).

Obligations of the Subscriber

The Subscriber agrees to the terms of the lease agreement. The Subscriber also agrees to pay such taxes now or hereafter imposed on the lease and/or educational Content in the Subscriber's own jurisdiction.

The Subscriber acknowledges the right of BJU Press to restrict or terminate service for failure to pay, misuse of the Subscriber license rights, or violation of other provisions of this Agreement. The Subscriber also acknowledges the right of BJU Press to assess such late or collection fees as allowed by law.

It is understood that lessons from BJU Press Distance Learning are for viewing/use rights only. This is a license to lease the Content only—you may not pass on the license in any form. This license prohibits the Subscriber from renting, loaning, sharing, duplicating, or trading the Content on the Distance Learning program or handouts unless expressly allowed by this Agreement.

DVDs—The Subscriber agrees to provide a DVD-R playback device. BJU Press Distance Learning DVD Content will play on most approved DVD-R players and computers.

Hard Drive—The Subscriber agrees to provide a computer for the Subscriber's use with the Hard Drive which meets minimum system requirements.

Online—The Subscriber agrees to provide an approved playback device (hardware and software). BJU Press Distance Learning Online Content will play on most approved computers.

If the Subscriber's player or computer will not play the Distance Learning Content, the Subscriber may contact Customer Service (800.845.5731) for return instructions (see Returns Policy below).

Availability of Content

All lessons are subject to availability and subject to change without notice. Teachers may vary from year to year and are subject to change without notice. Lessons and teachers can be confirmed at the time the order is accepted.

Agreement

The placement of an order affirms the concurrence of the Subscriber with the terms of this Agreement and thereby binds the Subscriber to these terms. This Agreement supersedes any prior or existing proposals, whether oral or written, and all negotiations, conversations, discussions, and understandings between BJU Press and the Subscriber.

Money-Back Guarantee, Limitation of Liability

If not satisfied within 30 days from the original shipping date or within 30 days from when the online Content is available for the Subscriber to access (whichever comes later), the Subscriber has the right to a full refund, excluding all shipping and handling charges paid at the time of the initial order. The Money-Back Guarantee applies when all materials are returned in resalable condition pursuant to the Returns Policy below. Liability of BJU Press for any and all claims shall be limited to a refund of amounts paid by the Subscriber.

Returns Policy

Cancellations

Only full packages may be considered for return within the first 30 days from the original shipping date or within 30 days from when the Online Content is available for the Subscriber to access (whichever comes later). No partial returns will be accepted. Contact BJU Press Customer Service (800.845.5731) for return instructions prior to shipping return.

All materials must be returned in resalable condition. A copy of the packing list should be included in each box. Materials must be sent back via a trackable, insurable method, such as UPS or FedEx.

A refund, less shipping and handling, will be issued after receipt of complete returns and completion of inspection. Your refund will be issued in the same manner as your payment.

Please call immediately if you receive any shipments with discrepancies or damage. You will be provided information about obtaining replacements. Cost and compliance of international shipping is the responsibility of the Subscriber.

End of Lease Returns

The DVDs/Hard Drive must be returned by the end of the 13-month lease period. The DVDs/Hard Drive should be returned in the original packaging. A prepaid return label (for the 48 contiguous United States only) to ship the Hard Drive (only) and DVD (only) along with instructions have been included with the original documentation.

Use of the return label(s) for any other purposes is strictly forbidden by the carrier (i.e., UPS) and will result in additional charges to the customer. Please use the prepaid return label for end of lease DVDs/Hard Drive returns only.

Shipping Information

- Distance Learning products will be shipped within 30 days, subject to availability.

- Faster shipping methods are available for an additional cost. Please contact BJU Press for details (800.845.5731).
- Books are shipped separately from the Distance Learning media.
- Products are shipped only after full payment has been received.
- Cost and compliance of international shipping is the responsibility of the Subscriber.

Applicable Law, Disputes

In the event of any dispute related to this Agreement, the parties will attempt resolution pursuant to biblical principles, utilizing negotiation and mediation. If this is unsuccessful for any reason, venue for any legal action shall be in Greenville, South Carolina. This Agreement shall be construed pursuant to South Carolina law.

Hard Drive

The Hard Drive is designed to prevent video and programs from being copied to another storage device. Hard Drive contents are read-only to protect them from deletion or tampering. The Hard Drive Content is encrypted to prevent unlawful distribution. Any attempt to tamper with or decrypt the Hard Drive is expressly forbidden. Please respect the integrity of the contents.

Media Viewer Software

Only the provided media viewer will display the video. The media player distributed with this package is a modified version of the Open Source VLC Player. The original source code is readily available at www.videolan.org. This modified source is available on the distribution disk. The code was specifically modified to play encrypted .bjv files and to perform security checks preventing the unlawful distribution of the video content.

The Player also makes use of the OpenSSL libraries provided by www.openssl.org.

This program is free software; you can redistribute it and/or modify it under the terms of the GNU General Public License version 2 as published by the Free Software Foundation. This program is distributed in the hope that it will be useful, but WITHOUT ANY WARRANTY; without even the implied warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. See the GNU General Public License for more details.

Upon installation, a copy of the GNU General Public License, named COPYING, can be found on your computer's local disk under Program Files in the BJUPressDLV2 folder; if not, write to the Free Software Foundation, Inc., 59 Temple Place, Suite 330, Boston, MA 02111-1307 USA.

If you have any questions, please contact Customer Service at BJU Press toll free at 800.845.5731.

Online

Children's Online Privacy Protection Act (COPPA) Privacy Policy, Notice, and Verification of Parental Consent

BJU Press takes great pride in providing exceptional service for our valued customers. In keeping with this commitment, we are dedicated to protecting your privacy and handling any personal information we obtain from you with care and respect as described in our **Children's Privacy Policy**. This Children's Privacy Policy is

designed to answer your questions regarding our privacy policies and principles with respect to children under the age of 13.

Although the BJU Press, as a non-profit entity, is not subject to the requirements of the Children's Online Privacy Protection Act (COPPA), we seek to abide by its provisions as a matter of policy. It would require that we inform parents and legal guardians about how we collect, use, and disclose personal information from children under 13 years of age and that we obtain the consent of parents and guardians in order for children under 13 years of age to use BJU Press Distance Learning Online. Below we explain how we do that for these children. Also, the use of the term *parent*, below, includes legal guardians.

What types of personal information do we collect about children?

BJU Press does not knowingly collect information from children at BJUPress.com. BJUPress.com is designed to allow adults to purchase BJU Press products and materials. However, if a parent registers his or her child for **BJU Press Distance Learning Online**, BJU Press will collect information from the parent about the child in order to provide the child with online access to course content, including video presentations, assessments (online and/or printable PDFs), and other educational materials as deemed appropriate and applicable by the course instructor at BJU Press Distance Learning Online.

BJU Press will collect the following information from the parent about the child: first and last name and birth date. We collect birth dates in order to validate the age of each child. In addition, the parent will have the option to provide a separate email address for the child. A child's email address will be used only to send the child email communication related to the child's enrollment in BJU Press Distance Learning Online, and a copy of all emails sent to the child will also be sent to the parent's email address. **If a parent does not provide a separate email address for the child, then all email communication related to the child's enrollment in BJU Press Distance Learning Online will be sent to the parent's email address.**

How do we use and share the personally identifiable information that we have collected about children?

BJU Press will use the child's first and last name to register the child for the BJU Press Distance Learning Online courses purchased for the child by the parent. A Welcome Email addressed to the student will then be sent by BJU Press Distance Learning Online to the email address provided for the child. A link in the Welcome Email will direct the child to BJU Press Distance Learning Online where the child will create a profile. Creating a profile requires the child to provide a username and password and to confirm his or her first and last name. In addition, the child has the option to upload a Profile Photo. Uploading a Profile Photo is completely optional and subject to the parent's discretion.

After logging into BJU Press Distance Learning Online, a child will have the option to update his or her profile and provide the following additional information: a personal biography or "About Me" statement and Account Information, including full name, complete mailing address, and phone number(s). Adding profile information is completely optional and subject to the parent's discretion. BJU Press recommends that children not complete the additional profile information.

The child's information will be used to keep track of course progress and grades earned on online assessments while the child is logged into BJU Press Distance Learning Online. In addition, the child's first and last name will be displayed in a roster of students who are

currently taking the course (Course Members). If the child has uploaded a Profile Photo, the photo will also be displayed in the course roster. Only Course Members can view the course roster.

Course Members will also have the option of clicking on a Course Member's name in the course roster and viewing a higher resolution of the child's photo and the personal biography if it has been updated. A Contact link will also allow Course Members to send messages to other Course Members through the BJU Press Distance Learning Online internal messaging system. A new message notification will be sent to the external email address provided for the child as well as to the parent's email address. The child will need to log into BJU Press Distance Learning Online to view the message. Course Members will *not* see the child's external email address or additional Account Information, including mailing address and phone numbers.

A child's personal information will be used only by BJU Press Distance Learning Online administrators as necessary to provide services related to the child's enrollment. In addition, we may share a child's personal information with third parties to the extent reasonably necessary to protect the security of integrity of our sites; to take precautions against liability; to respond to judicial process; or to the extent permitted under provisions of law, to provide information to law enforcement agencies or for an investigation related to public safety.

How do we notify and obtain consent from parents for the collection of information from their children?

BJU Press requires that parents, prior to ordering BJU Press Distance Learning Online courses for their children, review and agree to our terms and conditions, including our Children's Privacy Policy.

By registering a child for BJU Press Distance Learning Online and submitting credit-card payment, parents indicate agreement with the BJU Press Children's Privacy Policy and authorize BJU Press to collect and use the child's information as described in this policy. Parents who submit payment using check or cash will need to sign and return a statement indicating their agreement with this policy.

How can parents review, change, or delete personally identifiable information about their children?

Parents may review, change, or delete their child's personally identifiable information at any time by logging into the child's account at BJU Press Distance Learning Online. Parents may contact BJU Press Customer Service at 800.845.5731 at any time if they require additional assistance with their child's account. You may also email us at dinfo@bjupress.com. Completely removing the child's information will require the parent to withdraw the child from BJU Press Distance Learning Online.

How will we notify parents if our Children's Privacy Policy changes?

Our Children's Privacy Policy may be amended at any time but will always be made in conformance with applicable law, including applicable provisions of COPPA. For any material changes to our Children's Privacy Policy, we will notify parents who have enrolled their children in BJU Press Distance Learning Online by email.

How can parents contact BJU Press with questions about our Children's Privacy Policy?

If you need further assistance, you may email your questions or comments to us at dinfo@bjupress.com. You may also call us at 800.845.5731 or write to us at BJU Press Customer Service, Greenville, SC 29614-0062.

Monthly Payment Plan Terms and Conditions

By enrolling in the automatic monthly payment plan, the customer agrees to the following:

- The customer authorizes BJU Press to automatically charge his credit card each month until the balance is paid in full.
- The amount charged will be approximately one-sixth of the balance due after the original down payment has been charged and may vary slightly due to applicable taxes.
- The monthly billing will be charged to the customer's credit card each month on the same date the order was shipped.
- A \$25 service fee will be charged for each month in which a credit card charge is declined.
- If any DLO/HDD/DVD complete grade kits are returned, the remaining order balance will become due immediately.
- Default of monthly payments voids the payment plan.
- Default on Distance Learning Online will result in suspension of service and permanent loss of records.
- Customer is responsible for all collection fees allowable by law on accounts in default.

BJU Press Textbook Policies

Returns Policy for Textbook Materials

Books and materials must be returned by the original purchaser, subject to the following conditions:

- Prior approval from BJU Press must be obtained before books may be returned **after** 30 days from receipt.
- All books must be returned in resalable condition.
- A 10% restocking fee is assessed on all items returned **after** 30 days.
- Books returned **after** 90 days (120 days for overseas customers) from the shipping date will receive an additional 10% restocking fee then and each month thereafter.
- All materials should be returned via UPS or Parcel Post and should be insured because we cannot be responsible for shipments lost or damaged in transit. When possible, use the original boxes for shipping returns. To avoid potential damage and additional charges, individual boxes should not exceed 40 lbs. in weight. Be sure to pack each box tightly to prevent damage, and include a copy of the packing slip or invoice in each box.
- On the packing slip or invoice, please circle items being returned and note the quantity of each item being returned.
- Please call immediately should you receive defective or damaged materials. We will provide information about returning the items and obtaining replacements. Defective and damaged materials should be returned within 30 days **after** notifying BJU Press.
- **Any shipping discrepancies or damages must be reported within 10 days.**
- Since eTextbooks cannot be resold, they are not returnable.
- Partial returns cannot be accepted on kits and sets.
- **Opened software cannot be returned for refund. Opened software can be exchanged only for the same software in case of media failure. Unopened software may be returned in accordance with our standard return policies.**
- Credit for a return may not be deducted from a new order. BJU Press will mail a refund check or credit the Visa, MasterCard, or Discover account, depending on how the order was paid. Please allow 4 weeks for processing.

Please send all returns to

BJU Press Distribution Center
134 White Oak Drive
Greenville, SC 29607

Back-Ordered Items

Please refer to the back-order column on your shipping invoice. Back-ordered items will automatically be shipped to you when they are available. Your credit card will not be charged for a back-ordered item until the item is shipped.

Textbook Shipping Information

- All materials are shipped the quickest and most economical way possible.
- Rush orders will be processed through normal channels in Customer Service and the Shipping Department. The orders will then be shipped for an additional charge, based on the shipping method you have selected (see chart on page 106). You may call Customer Service for details.
- All orders will be processed when they are received. We **cannot** hold orders for a later shipping date.
- Orders are shipped only after full payment has been received.
- The person who places an order with this order form authorizes the purchase and agrees to pay for the same.
- The person who places an order by telephone authorizes the purchase and agrees to pay for the same by credit card.

Pricing Information

- These prices are applicable to homeschools.
- All sales are FOB Greenville, S.C. Shipping and handling are to be paid by the customer.
- Prices are effective February 1, 2017, and subject to change without notice.
- Payment must be made in United States funds.
- **Special Notice:** We are required by law to collect your state and local sales/use tax. This includes sales/use tax on shipping charges in states where applicable. Please see page 108 of this order form or call us (800.845.5731) for details or explanations.