

Turnitin End-User License Agreement

***Users who are not in the European Union refer to Section A only.**

****Users in the European Union refer to Section B.**

Protecting your personal data and privacy is our top priority. We are fully committed to transparency, accountability and using technology responsibly, no matter what changes emerge from our rapidly evolving digital world. We implement appropriate technical and organizational measures to protect your personal data.

***Section A (For Users who are not in the European Union)**

Turnitin and its services (the "Site" or the "Services") are operated and maintained by Turnitin, LLC ("Turnitin"), and provided to you, the user ("You" or "User" or "End-User"), conditionally upon Your acceptance of the terms, conditions, and notices contained herein without modification (the "User Agreement"). Depending on the Turnitin solution utilized, references to 'You', 'student', or 'End-User' shall include any person submitting papers through the Service, however they are defined.

You should review this User Agreement carefully before continuing. If You breach the User Agreement, Your authorization to use the Site will automatically terminate.

1. Acceptance of Terms

You accept this User Agreement by using the Services or clicking to accept or agree to the Terms, where this option is made available to You by Turnitin in the user interface for any Service. You may not use the Service and may not accept this User Agreement if (i) You have previously been informed by Turnitin that it no longer wishes to make the Services available to You, or (ii) You are a person barred from using the Services under applicable law, or (iii) You are not an Authorized User (defined below).

2. Eligibility - Authorized Users

Use of the Site and Services is limited to Authorized Users (as defined below) who are eighteen (18) years of age or older and/or have legal capacity to form a binding contract or, as set forth below, Authorized Users who are under 18 years of age with consent of a parent or guardian.

If You have not reached the age of majority in Your jurisdiction of residence ("Not of Majority Age"), You may not use the Site except with the supervision and permission of a parent or legal guardian. Unless You are using this service through an integration, if You are Not of Majority Age, You must have a parent or

legal guardian review and agree to this User Agreement by clicking the "I agree -- Create Profile" button below.

3. **Scope of Services - Change**

The Site offers certain services, together with other content, data, images, information and other materials which allow Authorized Users to use software tools hosted by Turnitin.

You acknowledge and agree that the form and nature of the Services and the Site which Turnitin provides may change from time to time without prior notice to You. You acknowledge and agree that Turnitin may stop (permanently or temporarily) providing the Services (or any features within the Services) to You or to users generally at Turnitin's sole discretion, without prior notice to You.

In connection with the Service, Turnitin may make available to User, or Customer may separately license, certain third party products (collectively, the "Third Party Products"). Except as otherwise provided in the third party licensor's license agreement, if any, accompanying the Third Party Products, Customer shall have a limited, non-transferable (except to a successor entity), non-exclusive license to use the Third Party Products solely in connection with the Services. **Except as otherwise provided in the third party licensor's license agreement, if any, accompanying the third party products, the third party products are provided "AS-IS", without warranties of any kind and Turnitin and the third party licensor disclaim all warranties with respect to the Third Party Products, including but not limited to, the implied warranties of non-infringement, title, merchantability, and fitness for a particular purpose. In no event will Turnitin or the third party licensor be liable to User, Customer, or any third party for any direct, indirect, punitive, exemplary, incidental, special or consequential damages arising out of the Third Party Products, even if they have been advised of the possibility of such damages or losses.**

The Services, including those of Turnitin's vendors, licensors, and service providers, should be considered as one piece of evidence about a student's academic ability. When a report is being used for an important decision about a student's performance, instructors should review and evaluate the information to ensure that the appropriate decision about placement or performance has been made.

You understand and agree that the Service may not be used for any other purpose, or provided to any other party, than as described herein. You shall indemnify and hold Turnitin and its licensors, vendors, and service providers harmless from any and all claims arising out of Your use of the Service or use of the information to determine placement of, or grades for students, or for any other purpose.

4. **License by Turnitin**

Subject to Your compliance with the User Terms, Turnitin hereby grants You a non-transferable, non-exclusive license to use and access the Services and Site, solely for non-commercial use. In the case of originality checking Services, You agree to use the Site and Services only as follows: (i) if You are a School Administrator, only in connection with registered classes offered through Your Customer, (ii) if You are an Instructor, only in connection with registered classes You are currently teaching, or (iii) if You are a student, only in connection with a registered class in which You are enrolled. No other license is granted by implication, estoppel or otherwise.

For the avoidance of doubt, no license is granted to You to do any of the following, and You agree not to do any of the following: (i) modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, scrape, gather or sell any information or Services from the Site without the prior written consent of Turnitin, (ii) market, rent, lease, or re-license the Services, or use the Services for third party commercial use, commercial timesharing, or service bureau use, and (iii) cause or permit the disassembly, decompilation, recompilation, or reverse engineering of any technology underlying the Site. Any use of the Services by the U.S. Government, including but not limited to any Customers 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).

5. Ownership

You or the person who has authorized You to submit a paper for review as part of the Services will, subject to the license granted hereunder to Turnitin and its affiliates, vendors, service providers and licensors, retain Your ownership of the submitted paper. This User Agreement grants Turnitin and its affiliates, vendors, service providers and licensors only a non-exclusive right to Your paper solely for the purposes of plagiarism prevention and the other Services provided as part of Turnitin.

All materials created by the Services, including the format of reports evaluating textual sources ("Service Reports"), and all intellectual property rights related thereto are owned by Turnitin or its suppliers. The Site is protected by United States and international intellectual property right laws. With the exception of the limited right to access the Services described above, nothing contained herein shall be construed as granting You any right, title, or interest in the Services or any of Turnitin's or its affiliates', vendors', service providers' or licensors' intellectual property or proprietary information. Any rights not expressly granted to You by this User Agreement or any other agreements with Turnitin are reserved by Turnitin and/or its affiliates, vendors, service providers and licensors.

6. License by You

Paper Submissions. If You submit a paper or other content in connection with the Services, You hereby grant to Turnitin (and, if necessary for providing the Services its affiliates, vendors, service providers, and licensors) a non-exclusive, royalty-free, perpetual, worldwide, irrevocable license to use such papers, as well as feedback and results, for the limited purposes of a) providing the Services, and b) for improving the quality of the Services generally. You also grant the license to Communications as disclosed below. The licenses shall survive the termination of the User Agreement. **Any cessation of the use of the Site or Services shall not result in the termination or expiration of this license.** Nothing shall prevent Turnitin and its affiliates, vendors, service providers and licensors from using information independently created by them. Submitted papers are held at the discretion of Customers in accordance with the terms of the Registration Agreement between Turnitin and Customer. You may at any time request that Turnitin and its service providers delete each paper that you individually identify to us through the system administrator at your institution.

Communications other than Paper Submissions: Turnitin shall not obtain the right to use concepts or ideas set forth in papers submitted to the site, which is covered by the license above. No Turnitin employees, representatives, affiliates or other connected persons use the content of submissions for any reason other than those pursuant to fulfilling our customer support obligations. Unless otherwise indicated in the Site, including our Privacy Policy (http://www.turnitin.com/en_us/about-us/privacy-center/privacy-pledge), any communications or material of any kind that You e-mail, post, or transmit through the Site, including, questions, comments, suggestions, and other data and information (Your "**Communications**") will be treated as non-confidential. You grant Turnitin a non-exclusive, royalty-free, perpetual, worldwide, irrevocable license to reproduce, transmit, display, disclose, archive and otherwise use Your Communications on the Site or otherwise for our business purposes. Turnitin is free to use any ideas, concepts, techniques, know-how or information in Your Communications for any purpose, including, but not limited to, the development and use of products and services based on the Communications. For example, if you were to suggest a feature for us to add to our Service or Site, we would be free to do that without your further permission or the need for compensation to be made to you. This Communication license expressly excludes personally identifiable Registration Data of students, any papers submitted to the Site, and grades and assessment related information.

7. **Registration, Password and Class Identification Security**

You are solely responsible for any and all use of Your account. If You become aware of any unauthorized use of Your password or of Your account, You agree to notify Turnitin by sending an email to legal@turnitin.com. You are entirely responsible for maintaining the confidentiality of Your password and You agree not to share Your password with any other person, whether directly or indirectly. You agree to use reasonable efforts to retain the confidentiality of class

identification numbers and passwords. In no circumstance shall You transmit or make Your password or class identification number or any other passwords for the Site or class identification numbers available in any public forum, including, but not limited to any web page, blog, advertisement or other posting on the Internet, any public bulletin board, and any file that is accessible in a peer-to-peer network. You agree not to use the class identification number or password of a class for which You are not presently enrolled or teaching to access the Site. You agree that You will not obtain access to the Site by means of a password not specifically issued to You by Turnitin, an Instructor, or School Administrator for a class in which You are properly enrolled. You agree to notify Turnitin immediately if You suspect any unauthorized use of Your account or access to Your password or class identification number.

In the case of Turnitin Feedback Studio (or other originality checking Services):

If You are an Administrator, You agree (i) to provide account or class identification numbers and passwords only to Instructors, and (ii) not to make statements that Your Customer is using the Services in connection with a particular class when the relevant class is not registered.

If You are an Instructor, You agree (i) to provide class identification numbers and passwords only to students properly enrolled in the relevant registered class, and (ii) not to make statements that Your class is using the Services when such class is not registered.

If You are a student, You warrant and represent that (i) You are enrolled in the class for which You have been provided an identification number and password, and (ii) the password with which You are entering the Site is Your own which has been specifically issued to You by Turnitin, or an Instructor or School Administrator.

8. Termination

Turnitin may, in its sole discretion, suspend or terminate Your access to the Site to (i) prevent damages to, or degradation of, the Services; (ii) comply with any law, regulation, court order, or other governmental request; (iii) otherwise protect Turnitin from potential legal liability; or (iv) in response to Your breach of this User Agreement. Turnitin shall use reasonable efforts to provide You with notice prior to or promptly following any suspension of access to the Site. In addition, a student's papers and materials may be deleted at the request of Instructors and School Administrators. In its sole discretion, Turnitin may restore access to the Site within a reasonable time period after the event giving rise to suspension has been resolved to Turnitin's satisfaction.

You may stop using the Services at any time. You do not need to specifically inform Turnitin when You stop using the Services. You may delete Your account at any time.

You acknowledge and agree that if Turnitin disables access to Your account, or terminates Your account, You may be prevented from accessing the Services, Your account details or any files or other content which is associated with Your account.

9. Originality or Similarity Reports

If You are a customer representative, You agree to maintain any of Turnitin's notices (including legal notices relating to Turnitin's proprietary rights (e.g., copyright and trademark notices) and disclaimers on originality or Service Reports.

Any disclosure of a Service Report to any third party by You is at Your own risk and may violate applicable laws and privacy rights. The score and/or feedback received through the Service should be considered as one piece of evidence about a student's writing ability. When a score is being used for an important decision about a student's performance, instructors should review and evaluate the score and/or feedback to ensure the appropriate decision about placement, performance and plagiarism. You further agree to exercise Your independent professional judgment in, and to assume sole and exclusive responsibility for, determining the actual existence of plagiarism in a submitted paper with the acknowledgement and understanding that the Originality Reports are only tools for detecting textual similarities between compared works and do not determine conclusively the existence of plagiarism, which determination is a matter of professional judgment of the Instructor and Institution.

10. You Agree to Use the Site for only Appropriate Purposes.

You agree to use the Services only for purposes that are permitted by (a) this User Agreement and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from the United States or other relevant countries). You agree not to access (or attempt to access) any of the Services or Site by any means other than through the interface that is provided by Turnitin. You agree not to access (or attempt to access) any of the Services or Site through any automated means (including use of scripts or web crawlers) and shall ensure that You comply with the instructions set out in any robots.txt file present on the Services or Site.

You may not transmit any papers or Communications 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. Turnitin reserves the right, but shall have no obligation to edit or remove any Communication, in whole or in part, that in Turnitin's sole discretion is objectionable, disruptive to the Site or in violation of this User Agreement. Turnitin reserves the right to immediately suspend Your access to the Site in the event of any violation of this provision.

As a condition of Your use of the Site and the Services, You agree that You will not use the Site for any purpose that is unlawful or prohibited by this User Agreement. Except as provided in this User Agreement, any use of any the Services on any other Web site or networked computer environment for any purpose is prohibited. You may not frame or utilize framing techniques to use, surround or enclose any portion of the Site without Turnitin's express written consent.

11. Procedure for Making Claims of Copyright Infringement

In accordance with the Digital Millennium Copyright Act (17 U.S.C. § 512) ("DMCA"), Turnitin 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:

Chief Financial Officer
c/o Turnitin
2101 Webster Street, Suite 1800
Oakland, CA 94612
Email: contracts@turnitin.com

Turnitin respects the intellectual property of others, and we ask our users to do the same. If You believe that Your work has been copied by a third party and posted to the Site in a way that constitutes copyright infringement, please provide Turnitin's 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.

If You materially misrepresent material on the Site as infringing, when it is not, or when You are not the lawful copyright holder, You may be liable for damages, including court costs and attorneys fees.

You hereby acknowledge that the DMCA notice does not cover a circumstance in which a paper or other Communication You submitted has been archived on the Site. You agree not to submit a DMCA notice claiming direct infringement by Turnitin. Turnitin will not respond to such notices.

12. **Privacy**

By entering this User Agreement, You further represent that You have read and understand the **Privacy Policy (set forth at: http://www.turnitin.com/en_us/about-us/privacy)** and agree to its terms.

13. **Warranty Disclaimer**

THE SITE AND ALL INFORMATION AND SERVICES AVAILABLE THROUGH THE SITE ARE PROVIDED "AS IS," WITH ALL FAULTS, AND "AS AVAILABLE". TURNITIN, ITS AFFILIATES, VENDORS AND LICENSORS DO NOT WARRANT THAT THE SITE OR SERVICES WILL MEET YOUR REQUIREMENTS, OR THAT ANY RESULTS OR COMPARISONS GENERATED BY THE SITE WILL BE COMPLETE OR ACCURATE. TURNITIN, ITS AFFILIATES, VENDORS AND LICENSORS DO NOT WARRANT THAT ACCESS TO THE SITE OR THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SITE WILL BE CORRECTED. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, TURNITIN, ITS AFFILIATES, VENDORS AND LICENSORS DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, MERCHANTABILITY, QUALITY OF INFORMATION, QUIET ENJOYMENT, TITLE, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

THE SERVICES ARE ACCESSED AND USED OVER THE INTERNET. YOU ACKNOWLEDGE AND AGREE THAT TURNITIN, ITS AFFILIATES, VENDORS AND LICENSORS DOES NOT OPERATE OR CONTROL THE INTERNET AND THAT: (I) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (II) UNAUTHORIZED USERS (e.g., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE USER'S DATA, COMPUTERS, OR NETWORKS. TURNITIN, ITS AFFILIATES, VENDORS AND LICENSORS SHALL NOT BE RESPONSIBLE FOR SUCH ACTIVITIES.

Turnitin 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. **Communications submitted by users do not necessarily represent the view or opinions of Turnitin.** Turnitin does not preview user Communications before they appear on the Site. Turnitin 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. Turnitin retains the right to remove, in its sole discretion, Communications that include any material deemed abusive, defamatory, obscene, or otherwise inappropriate.

Due to routine maintenance, updates or other technical reasons, the Site and the Services may be temporarily unavailable from time to time. Turnitin assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of any paper submitted by You or any User Communications. Turnitin is not responsible for any technical malfunction or other problems of any telephone network or service, computer systems, servers or providers, computer or mobile phone equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at any Site or combination thereof, including injury or damage to any Authorized User's or to any other person's computer, mobile phone, or other hardware or software, related to or resulting from using or downloading materials in connection with the Site and/or in connection with the Services.

14. Limitation of Liability

NEITHER TURNITIN, NOR ITS AFFILIATES, VENDORS AND LICENSORS, 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, THE SERVICES OR THE INFORMATION CONTAINED THEREIN, HOWEVER ARISING, EVEN IF SUCH PARTIES OR ANY OF THEIR REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION DOES NOT APPLY TO THE EXTENT IT IS PROHIBITED BY LAW.

IF YOU ARE A CUSTOMER OR THEIR REPRESENTATIVE, INCLUDING AN ADMINISTRATOR OR INSTRUCTOR, YOU AGREE THAT REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, IN NO EVENT WILL TURNITIN, ITS AFFILIATES, VENDORS OR LICENSORS, BE LIABLE FOR: (I) ANY DECISION MADE OR ACTION TAKEN OR NOT TAKEN IN RELIANCE UPON ANY ORIGINALITY REPORT OR ANY OTHER INFORMATION PROVIDED

THROUGH THE SERVICES; (II) FOR ANY LIABILITY ARISING FROM YOUR DISCLOSURE OF AN ORIGINALITY REPORT TO ANY THIRD PARTY.

15. Sole Remedies

IF YOU ARE A STUDENT, EDITOR OR INSTRUCTOR, YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE, THE SERVICES, AND/OR HYPERLINKED WEB SITES IS TO STOP USING THE SITE AND/OR THOSE SERVICES.

WITHOUT LIMITING ANY OTHER PROVISION OF THIS USER AGREEMENT, **IF YOU ARE A CUSTOMER**, TURNITIN AND ITS AFFILIATES', VENDORS' AND LICENSORS' TOTAL CUMULATIVE LIABILITY ARISING UNDER OR RELATED TO THIS USER AGREEMENT, THE SITE AND THE SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNTS, IF ANY, PAID TO TURNITIN BY YOU FOR THE SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVEN RISE TO LIABILITY.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES; IN THOSE JURISDICTIONS TURNITIN'S LIABILITY UNDER THIS USER AGREEMENT SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. ALSO CERTAIN SOME JURISDICTIONS 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. YOU AGREE THAT UNDER NO CIRCUMSTANCES SHALL YOU BE ENTITLED TO INJUNCTIVE RELIEF WITH REGARD TO THE USE OR ARCHIVING OF ANY PAPER SUBMITTED TO THE SITE.

16. Indemnification

To the extent allowed by applicable law, you agree to indemnify, defend and hold harmless, Turnitin, its affiliates, officers, directors, employees, agents, service providers and licensors, from any claims, losses, damages, deficiencies, liabilities, costs and expenses (including attorneys' fees and costs) arising from Your (a) use of the Site or the Services, (b) violation of any third party's rights, including intellectual property rights and privacy, (c) breach of applicable law, or (d) breach of this User Agreement. For clarity, this indemnification applies both to direct claims between You and Turnitin and third-party claims. You agree to cooperate as reasonably required in the defense of any claim. Turnitin 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 Turnitin. Your obligation to defend and indemnify Turnitin survives the termination of this User Agreement and Your use of the Site.

17. Modification of these terms and conditions

Turnitin reserves the right to change the terms, conditions, and notices under which the Site is offered from time to time and without prior notice.

18. General

(a) This User Agreement is governed by the laws of the State of California, U.S.A. You hereby consent to the exclusive jurisdiction and venue of state and federal courts in Alameda County, California, U.S.A., in all disputes arising out of or relating to the use of the Site or the Services. You agree not to use the Site in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

(b) This User Agreement constitutes the whole legal agreement between You and Turnitin and governs Your use of the Services (but excluding any services which Turnitin may provide to You under a separate written agreement), and completely replace any prior agreements between You and Turnitin in relation to the Services, except for a Registration Agreement as provided below.

(c) This agreement is assignable by Turnitin, including in connection with the sale of its business or reorganization or reincorporation. You may not assign or transfer the agreement without the prior permission of Turnitin, including in connection with a change of control. You agree that no joint venture, partnership, employment or agency relationship exists between You and Turnitin, LLC as a result of this User Agreement or use of the Site or the Services.

(d) Turnitin's performance of this User Agreement is subject to existing laws and legal process, and nothing contained in this User Agreement is in derogation of Turnitin's right to comply with law enforcement requests or requirements relating to Your use of the Site or the Services or information provided to or gathered by Turnitin's with respect to such use.

(e) To the fullest extent permitted under applicable law, You agree that any claim or cause of action arising out of or related to the Site or the Services must be commenced within one (1) year after the cause of action arose. Otherwise, such claim or cause of action is barred forever.

(f) You agree that Turnitin may provide You with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the Services.

(g) If any part of this User Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision; the remainder of the User Agreement shall continue in effect. You agree that if Turnitin does not exercise or enforce any legal right or remedy which is contained in this User Agreement (or which Turnitin has the benefit of under any applicable law), this will not be taken to be a formal waiver of Turnitin's rights and that those rights or remedies will still be available to Turnitin.

(h) The Site is controlled by Turnitin from its offices within the State of California, United States of America and the papers and personal data and any other information You submit to Turnitin may be submitted to and may be stored on its servers located in the United States. Turnitin makes no representation that materials in the Site are appropriate or available for use outside of the United States. Those who choose to access the Site from other locations do so on their own initiative and at their own risk and are responsible for compliance with applicable laws.

(i) Turnitin, LLC and other names of Turnitin products and/or services included on the Site are the trademarks and service marks of Turnitin. Turnitin's trademarks and service marks may not be used in connection with any product or service that is not Turnitin's, in any manner that is likely to cause confusion among customers without express written permission. All other trademarks, service marks and logos used in the Site are the trademarks, service marks or logos of their respective owners. Turnitin 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 Turnitin or any other entity by virtue of Your use of the Site.

(j) The Site contains hyperlinks to third party Websites. External hyperlinks to or from the Site do not constitute Turnitin's endorsement of, affiliation with, or recommendation of any third party or its Web site, products, resources or other information. Turnitin is not responsible for any software, data or other information available from any third party Website. You are solely responsible for complying with all terms and conditions of use for the third party sites. You acknowledge that Turnitin shall have no liability for any damage or loss arising from Your access to, use of or reliance on any third party Web site, software, data, or other information.

(k) If You are an instructor, employee or agent of a Customer, the terms of the User Agreement are in addition to those contained in any written registration agreement or terms of use Customer may have with Turnitin, LLC (each, a "Registration Agreement"). In the event of a conflict between this User Agreement and any such separate Registration Agreement, the terms of the Registration Agreement shall govern. Except in the event that your employer or

client (in the case of an agent) has entered into a Registration Agreement with Turnitin, this User Agreement constitutes the entire agreement between the user and Turnitin's with respect to usage of the Site and the Services and it supersedes all prior communications and proposals, whether electronic, oral, or written, between the user and Turnitin's with respect to usage of the Site or the Services. A printed version of this User Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the User agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

****Section B (applicable only to Users in the European Union)**

1. Turnitin is compliant with the General Data Protection Regulation (GDPR) effective as of 25 May 2018. The legal basis for the processing of Your Personal Data is that such processing is necessary for the performance of a task in the public interest or in the exercise of the official authority vested in the Controller (Article 6(1)(e) GDPR). The 'Controller' is the institution instructing You to submit Your work through the Turnitin service, and they have official authority to subject Your work to originality checks. As such, Your consent to such processing is not required. Turnitin's Data Protection Officer can be contacted at DPO@turnitin.com.
2. Where the Controller is not a public authority, processing of Your Personal Data is also lawful because it is necessary for the purposes of the legitimate interests pursued by the Controller (Article 6(1)(f) GDPR).
3. The provision of Your Personal Data is necessary in order for Your institution to perform its contract with Turnitin. You are obliged to provide Your Personal Data so that Your institution can carry out the official authority vested in it to assess Your work. Failure to do so may have adverse consequences with regard to Your relationship with Your institution or may be contrary to any terms of use You have agreed with your institution.
4. Turnitin may transfer Your Personal Data from the European Economic Area to the USA. When it does so, adequate safeguards are in place to ensure that the Personal Data is handled securely in the USA. Turnitin is Privacy Shield certified, a mechanism recognized by the European Commission as being adequate. Turnitin's Privacy Shield certification can be viewed at www.privacyshield.gov/list.
5. Turnitin adheres to the EU Model Contract Clauses on data transfer (according to EU Commission Decision 87/2010/EC). The EU Model Contract Clauses are also recognized as an adequate mechanism by the European Commission.
6. Where a sub-processor is utilized in the performance of the Turnitin Services, they will be restricted to those sub-processors that are necessary in the technical performance of the Services, such as data centre and software providers. Turnitin ensures that such sub-processors are GDPR compliant by way of written contracts.

7. Your Personal Data is encrypted in storage. Unless otherwise instructed by the Controller, it will be stored indefinitely in encrypted form and may be used to assess originality of other submissions in the future. Turnitin adds student papers to a private, proprietary database (which is not publically accessible) indefinitely unless its customer requests deletion of such Personal Data. Such archiving is compatible with the purposes for which the Personal data was collected.
8. You have the right to request from the Controller (Your institution) access to, rectification of, or erasure of Personal Data, or restriction of such processing as well as the right to Personal Data portability. You have the right to complain to the Controller and/or your national Supervisory Authority in the event of non-compliance.
9. No automated decision making or profiling is undertaken by Turnitin in relation to Your Personal Data.
10. Your institution may decide to process Your Personal data.
11. The terms and conditions in Section A above shall apply to your use of the Services, **except that**:
 - a. Turnitin's processing of your Personal Data is governed exclusively by the GDPR;
 - b. If a conflict between Section A and Section B exists, Section B shall govern; and
 - c. Consent to the processing of Your Personal Data is not required due to the lawful basis for processing described at Section B, paragraphs 1 and 2 above.
12. Your 'click-through' of this User Agreement signifies that you have **read** and **understood** the information within it.