

Sora Access Agreement

OverDrive, Inc. and its affiliates (“OverDrive”, “we”, “us”, or “our”) provides digital content, software applications, technology services and hosted websites for third parties, including entities or institutions that subscribe to OverDrive’s Sora service (“School Account”). This Access Agreement (“Agreement”) applies to School Account’s use of the OverDrive-hosted websites, applications, software, technologies and services related to Sora (collectively referred to as “Sora Service”).

By accessing and/or using the OverDrive Sora Service, School Account agrees to be legally bound by this Agreement, OverDrive’s [Terms and Conditions](#), general [Privacy Policy](#), [Privacy Policy for Children](#), and the OverDrive Marketplace Local Content Terms and Conditions (if applicable) which are expressly incorporated herein by reference and made a part of this Agreement. The terms and conditions in this Agreement and all incorporated agreements, terms, and policies take precedence over any and all School Account terms and conditions listed on purchase orders or other School Account documents sent to OverDrive.

1. Sora Service License

1.1 OverDrive grants School Account and authorized employees, staff, students, and other users that School Account authorizes to access, use, and connect to the Sora Service (collectively “End Users”) a limited, revocable, non-exclusive, non-transferable license to access and make personal non-commercial use of the Sora Service. School Account shall implement and maintain commercially reasonable measures to ensure that only authorized End Users have access to the Sora Service and Digital Content. OverDrive reserves the right to prohibit any conduct involving the Sora Service, including but not limited to School Account allowing unauthorized access to Sora Service, that it deems to be in violation of this Agreement in its sole reasonable discretion. If OverDrive makes the determination that any prohibited conduct in violation of this Agreement has occurred, OverDrive may take all necessary remedial measures, up to and including requiring the School Account to use an alternative authentication method to access the Sora Service and/or termination of this Agreement.

1.2 OverDrive shall create a single website for School Account’s and End Users’ use of the Sora Service. OverDrive has the right, at any time, to make modifications to the operation, performance, or functionality of the Sora Service to improve the quality of the Sora Service, in OverDrive’s sole reasonable discretion. OverDrive has the right, at any time, to discontinue distribution of any or all components of the Sora Service or Digital Content, to add and/or remove supported services or Digital Content from the Sora Service, or to provide new versions, updates, or corrections for any software, hardware, or operating system.

1.3 OverDrive grants School Account access to an administrative account in the OverDrive Marketplace where School Account may run reports, purchase and manage Digital Content. The grant for access to the OverDrive Marketplace is non-transferable and the login credentials are confidential and shall not be disclosed to any thirdparty.

2. Digital Content License

2.1 OverDrive grants School Account and End Users a non-assignable, non-transferable, limited license to use the digital content provided by OverDrive’s suppliers (“Digital Content”) for personal, non-commercial use.

2.2 End Users and/or School Account may access and/or download the Digital Content:

- (a) On school-issued devices or school-owned computers with exclusive and individual unique user accounts where the device is restored to its original configuration after each use.
- (b) On school-issued, shared devices that are issued to students under a one-to-one device program where each device is assigned to or borrowed by a single student at a time;
- (c) On End User personal devices directly;

(d) On shared school, classroom or media center computers which employ an application that restores the computer to its original configuration after use by an individual student (e.g. Deep Freeze, Windows SteadyState, or other similar application). or

(e) For any use consistent with the relevant fair use doctrine or similar law in your jurisdiction, which may include projecting Digital Content on a classroom whiteboard, Smart Board, or other similar technology, or listening and/or watching Digital Content in the classroom.

2.3 All rights, title, and interest in the Digital Content are reserved by its owners and School Account and/or End Users do not acquire any ownership rights in the Digital Content as a result of downloading and/or accessing the Digital Content.

2.4 OverDrive is a distributor of Digital Content supplied by third parties, including publishers and others. Accordingly, any opinions, advice, statements, offers, services, or other information or content expressed by third parties are those of the respective author(s) and not OverDrive. OverDrive neither endorses nor is responsible for the accuracy or reliability of information in the Sora Service or Digital Content made by anyone other than authorized OverDrive employee spokespersons acting in their official capacities.

3. Support Services

3.1 School Account agrees to perform primary support services to its End Users, including day-to-day help, support, technical aid, and other assistance for End User's use of its Sora Service or for any issues arising from the use of the Sora Service ("Primary Support"). School Account shall assign personnel with appropriate skills and expertise in computer, data processing, and related services to enable operation of the Sora Service and to provide Primary Support.

3.2 School Account shall perform requested installation, upgrades, and reasonable technical services for Primary Support of the Sora Service pursuant to installation and support procedures and policies as developed by OverDrive and as modified from time-to-time. OverDrive shall provide School Account with documentation regarding Primary Support.

3.3 OverDrive shall provide Secondary Support to School Account. "Secondary Support" shall consist of technical support services by email and phone in the English language to School Account, including reasonable efforts to assist School Account in providing Primary Support. OverDrive shall provide such Secondary Support by email and phone during its normal business hours of Monday - Friday 8:30 AM to 5:30 PM United States Eastern Time.

4. Term, Termination and Payment

4.1 Unless otherwise agreed, the term for School Account's access to the Sora Service shall be for a period of twelve (12) consecutive months starting the effective date of service launch. OverDrive, in its sole discretion, may launch the Sora Service sixty (60) days after receipt of the School Account's order form if the Sora Service has not launched before that time. The Sora Service and the terms of this Agreement shall automatically renew for successive terms of twelve (12) consecutive months unless either party provides written notice of intention not to renew at least thirty (30) days prior to the expiration of the then current twelve (12) month term.

4.2 School Account obtains certain rights and access to use the Digital Content and Sora Service for the term of its agreement with OverDrive. At the end of such term, all the licenses granted to School Account shall be terminated immediately, including School Account's access to the Sora Service and any and all Digital Content.

4.3 All payments are due to OverDrive within thirty (30) days of receipt of invoice. OverDrive, in its sole discretion, may require payment by School Account before OverDrive will set the Sora Service live. In the event of a breach of any of its obligations, including but not limited to non-payment or late payment for services, School Account shall remedy the breach within thirty (30) days upon receipt of written notice from OverDrive. If School Account fails to remedy such a breach within the period of thirty (30) days, OverDrive may, in its sole discretion, terminate the Agreement with School Account upon written notice to School Account and/or temporarily or permanently suspend School Account's access to the Sora Service.

4.4 This Agreement is a commitment of the current revenues of the School Account and its governing body. If School Account's governing body or similarly related entity fails to appropriate sufficient funds in any fiscal year for payments due under this Agreement, then a non-appropriation event shall be deemed to have occurred. If a non-appropriation event occurs, (1) School Account shall give OverDrive immediate notice of such non-appropriation event and provide written evidence of such failure by School Account's applicable governing body and (2) on or before sixty (60) days from OverDrive's receipt of notice of non-appropriation, the parties shall cooperate to determine an appropriate course of action as it relates to the OverDrive Sora Service provided under this Agreement. In the event that after such sixty (60) day period, no determination is reached on payment and continued provision of services is not possible, then the Agreement and all Sora Services hereunder shall terminate on the first day of the fiscal year in which funds are not appropriated.

5. Advantage Accounts (only applicable if School Account is a school district)

5.1 Advantage is a program that enables individual schools who are members of a school district's shared collection to add a custom collection exclusively for the school's students. If School Account is a school district, OverDrive may create separate Advantage Accounts for each individual school.

5.2 Individual Advantage Accounts may purchase Digital Content and make it available to their students within their district's OverDrive-powered Sora Service. Advantage Accounts will be invoiced directly for the Digital Content they purchase for their Advantage collections.

5.3 Individual Advantage schools must have the ability to authenticate students separate from the school district. Fees or costs related to MARC records, SIP or similar protocol for student authentication are not included and shall be at Advantage Account school's own expense.

6. General Provisions

6.1 OverDrive may assign this Agreement. In the event OverDrive enters into an agreement to sell substantially all the assets of OverDrive, this Agreement shall be binding upon the purchaser. This Agreement may not be assigned by School Account nor any duty hereunder be delegated by School Account without the prior written consent of OverDrive which shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective heirs, legal representatives, successors and permitted assigns.

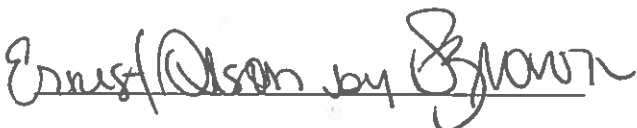
6.2 Neither OverDrive nor its licensors shall be liable or deemed to be in default for any delays or failure in performance resulting directly or indirectly from any cause or circumstance beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authority, rain, fire, flood, accidents, earthquake(s), strikes or labor shortages, transportation facilities shortages or failures of equipment, or failures of the Internet.

6.3 The Sora Service and/or Digital Content may require the use of third-party applications or services that are subject to their own, separate license agreements and/or terms and conditions not under OverDrive's control. OverDrive expressly disclaims any and all risks and liabilities associated with the use of any such third-party offerings.

6.4 This Agreement, including the University Laboratory School Software Addendum as attached and all incorporated documents herein, constitutes the entire Agreement and understanding of the parties. We may make changes to this Agreement. Please check this page periodically for updates. School Account acknowledges that School Account's continued use of the Sora Service means that School Account agrees to be bound by such changes.

Updated March 2021

The Board of Trustees of Illinois State University



Ernest Olson, Director of Purchases

OverDrive, Inc.

DocuSigned by:



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Erica Lazzaro, EVP & General Counsel

University Laboratory School Software Addendum

Part One: Data Security Addendum

Vendor/Operator (referred to as Vendor or Operator) acknowledges and agrees that compliance with this Addendum in its entirety for the term of the contract and any renewals is a material requirement and condition of this contract. If the Parties determine that any clause in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

UNLESS SPECIFICALLY EXEMPTED, THE FOLLOWING CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS APPLY TO ALL DATA MADE AVAILABLE TO THE VENDOR UNDER THE TERMS OF THIS AGREEMENT.

REQUIRED CONDITIONS:

1. **Order of Precedence:**
 - a. To the extent, any provision in this Addendum is inconsistent or incompatible to terms included elsewhere in this Agreement, the parties agree that this Addendum shall take precedence and the conflicting provisions shall be null and void.
2. **Definitions:** The following terms shall be defined as follows for purposes of the Agreement.
 - i. The term **SOPPA Covered Information** means personally identifiable information or material or information that is linked to personally identifiable information or material in any media or format that is not publicly available and is any of the following:
 1. Created by or provided to an Operator by a student or the student's parent or legal guardian in the course of the student's, parent's, or legal guardian's use of the Operator's site, service, or application for K through 12 school purposes.
 2. Created by or provided to an Operator by an employee or agent of a school or school district for K through 12 school purposes.
 3. Gathered by an Operator through the operation of its site, service, or application for K through 12 school purposes and personally identifies a student, including, but not limited to, information in the student's educational record or electronic mail, first and last name, home address, telephone number, electronic mail address, or other information that allows physical or online contact, discipline records, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, a social security number, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, or geolocation information.
 - ii. The term **Personally Identifiable & Protected University Data** shall include an individual's name first or last, e-mail address or password in an unencrypted or redact form when used in combination one or more of the following data elements including: an (i) identification numbers (e.g. individual's government-issued identification number or social security number, driver's license number); (ii) information protected by federal or state law (e.g. ethnicity, race, religion, disability status, veterans status, etc.), (iii) financial data (including account numbers, credit card number, or other information that would permit access to an individual's financial data; (iii) biometric or health data; or (iv.) other data that if released could create a safety or security concern for the University or members of the University community.
 - iii. University Data includes any information provided by the University pursuant to the Agreement.
3. **University Data & SOPPA Covered Information Security Protections:** Vendor shall provide commercially reasonable and adequate protection on its network and systems to protect University Data and SOPPA Covered Information from unauthorized access, acquisition, destruction, use modification or disclosure that shall include but not be limited to include firewalls and intrusion detection/prevention, authentication and encryption capabilities (including mobile devices, USB storage devices and backup media) in accordance with standard industry practices.
 - a. **Use of Data:** Vendor agrees that any and all University Data and SOPPA Covered Information exchanged shall be used expressly and solely for the purposes enumerated in the Agreement.
 - b. **Data Transmission & Storage:** In general, Vendor shall implement administrative, physical and technical safeguards to protect University Data and SOPPA Covered Information that are no less rigorous than accepted industry practices. Vendor agrees that University Data and SOPPA Covered Information must be stored and transmitted in accordance with standard industry encryption standards. Personally Identifiable & Protected University Data and SOPPA Covered Information may not be processed or stored outside the U.S.

- c. **Third-Party Assurances / Subcontractors:** Vendor may only release University Data and SOPPA Covered Information to a subcontractor, affiliate or other third party with the designated University authorized official's prior written consent and provided that such subcontractor, affiliate, or other third party agrees to comply with all provisions of this Agreement.
- d. **Return/Destruction of Data:**
 - i. As applicable and in accordance with law, within a reasonable time period after termination of this Agreement, for any reason, Vendor shall return or destroy (as specified by the University) all University Data and SOPPA Covered Information and indexing information received from University, or created or received by Vendor on behalf of the University. This provision shall apply to data in the possession of subcontractors or agents of Vendor.
 - ii. Destruction of University Data and SOPPA Covered Information will be conducted in accordance with standard industry practices deemed acceptable by the University and Illinois State Record Act requirements.
 - iii. Vendor shall provide proof or certification of destruction of the data to the University's Information Security Officer.
- e. **Data Processing Integrity:** As applicable, Vendor shall take commercially reasonable measures, including regular data integrity audits, to protect Data against deterioration or degradation of data quality and authenticity. Vendor will maintain appropriate contingency / recovery plans for any University Data and SOPPA Covered Information in the event of loss of data or breach.

4. **Breach:**

- a. **Notice:** Vendor, including any subcontractors, affiliates, and third parties, shall report in the most expedient timeframe possible but no later than 48 hours to the University Information Security Officer (i) any breach of security involving, or potentially involving, University Data and SOPPA Covered Information, or (ii) any use or disclosure of University Data and SOPPA Covered Information other than the Permitted Uses or breach of federal and state privacy laws. Vendor shall fully cooperate with the University with respect thereto. The University Information Security Officer can be contacted e-mailing informationsecurityoffice@illinoisstate.edu.
- b. **Indemnification:** Vendor shall indemnify, defend and hold University harmless from and against all third-party claims, actions, suits and proceedings resulting from the release of any University Data and SOPPA Covered Information, including the University's costs and reasonable attorneys' fees which arise as a result of Vendor's failure to safeguard University Data and SOPPA Covered Information as provided in this Agreement. Any limitations of liability contained in the Agreement shall not be applicable to Vendor's obligations pursuant to this section.

ADDITIONAL DATA SECURITY TERMS & CONDITIONS:

Please check those terms and conditions applicable to this Agreement.

Vendor Certifications: Prior to performing services which require access to, transmission of and/or storage of **University Data & SOPPA Covered Information**, Vendor will provide a third party certification of compliance with standard industry practices in a form acceptable to the University Information Security Officer.

FERPA & State Privacy Protections. Vendor hereby acknowledge and agrees to comply with the limitations on the use and re-disclosure of **University Data and SOPPA Covered Information** from education records as defined in the Family Educational Rights & Privacy Act ("FERPA") 34 CFR § 99.00 et seq. Vendor agrees to comply with all applicable state privacy protections including but not limited to the Illinois School Student Records Act (105 ILCS 10), the Mental Health and Developmental Disabilities Confidentiality Act (740 ILCS 10), the Identity Protection Act (105 ILCS 85), and the Personal Information Protection Act (815 ILCS 530). Vendor agrees that the Vendor is acting as a school official with legitimate educational interest; is performing an institutional service or function for which the school would otherwise use its own employees and is using University Data and SOPPA Covered Information for an authorized purposes and in furtherance of such legitimate educational interest. Vendor further acknowledge and agrees that it shall maintain the confidentiality, and shall not re-disclose, personally Identifiable Information from education records except as authorized by the University in writing.

SOPPA. Vendor agrees to comply with all operator prohibitions and restrictions on the use and re-disclosure of **University Data & SOPPA Covered Information** from education records as outlined in the Illinois Student Online Personal Protection Act, 105 ILCS 85, et seq. These include but are not limited to:

- Vendor may not use University Data & Covered Information to engage in targeted advertising, amass profiles on student or the parents, or sell/rent any student information, or disclose info to any third-party, unless such party maintains all required security procedures and practices.
- As required by SOPPA, Vendor agrees, upon request and within reasonable period of time, to provide a copy of any student's information provided or maintained by the Vendor, as operator. Vendor agrees to correct any factual errors within 90 days of such request.
- Vendor may only use data to improve operability/functionality of operator's site, to ensure legal and regulatory compliance, to take precautions against liability, to respond to judicial process, to protect the safety/integrity of users to the site.
- In the event of a breach of SOPPA Covered Information that is attributable to the Vendor, the Vendor agrees to reimburse and indemnify University for any and all costs and expenses University incurs in investigating and remediating the breach, without regard to any limitation of liability provision including but not limited to costs and expenses associated with:
 - Providing notification to parents of students whose data was compromised;
 - Providing credit monitoring to those students whose data was exposed in a manner that a reasonable person would believe may impact the student's credit or financial security;
 - Legal fees, audit costs, fines, and any other fees or damages imposed against the University as a result of the breach; and
 - Provision of any other notification or fulfilling any other requirements as required by law.

Health Insurance Portability and Accountability Act ("HIPAA"): If the Vendor is a "covered entity" as that term is defined under HIPAA, the Vendor shall enter into a Business Associate Agreement with the University. If the Vendor is not a "covered entity" as that term is defined under HIPAA, the Vendor acknowledges i) any students working at the Vendor's site or under the Vendor's supervision and control are part of the Vendor's "workforce" as defined in HIPAA Privacy Regulations at 43 C.F.R. 160.103, and ii) no Business Associate agreement is required between the University and Facility. The Facility will provide the necessary HIPAA training to students and students will be expected to comply with HIPAA and any other confidentiality requirements of the Facility.

PCI Standards: If, in the course of providing services to University, Vendor has access to or will collect, access, use, store, process, dispose of or disclose credit, debit or other payment cardholder information, Vendor shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at Service Provider's sole cost and expense.

Vendor Monitoring/Audit: With prior written notice, University (or its agent or affiliate) may audit Vendor's use of the University Data to ensure that Vendor is in compliance with the terms of this Agreement. Vendor will keep complete and accurate records of all

use of University data, including a log file of all employees with access to University Data. University may at its own expense and upon no less than five working days written notice audit Vendor's use, access, or maintenance of the University Data. As part of such audit, University is entitled to obtain physical and electronic data concerning use of University's data upon submitting a reasonable request to Vendor. Such audit will not interfere unreasonably with Vendor's business activities, will be conducted no more often than once per calendar year at a location, unless a previous audit disclosed a material breach. If an audit reveals the Vendor has breached this Agreement, University may immediately terminate the Agreement.

Illinois State University reserves the right and the parties agree to amend the Data Security Addendum and related Agreement to address required data security requirement changes in law, including those changes that may apply under the European Union General Data Protection Regulations, effective May 25, 2018.

Part 2: University & Illinois Procurement Code Addendum

The Board of Trustees of Illinois State University (University, ISU), a body corporate and politic of the State of Illinois and the Vendor are entering into a contract/agreement. For the parties' mutual convenience, the parties are using the Vendor's Contract Form. This Addendum is incorporated into the Vendor's Contract Form and made an integral part thereof.

Vendor acknowledges and agrees that the Vendor's Contract Form may include some types of clauses or sales terms not acceptable to the University because of statutory restrictions or other policy considerations. If the Parties determine that any provision of this Addendum in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

1. **Order of Precedence:**

- a. To the extent, any provision in this Addendum is inconsistent or incompatible to the Vendor's Contract Form, the parties agree that this Addendum shall take precedence and the conflicting provisions of the Vendor's Contract Form shall be null and void.

2. **Insurance:**

- a. Illinois State University shall not be required to maintain any type of insurance for the Vendor's benefit.
- b. During all times relevant to this agreement, Vendor shall maintain and keep in effect applicable general liability insurance with limits acceptable to the Board of Trustees of Illinois State University, and shall provide proof of coverage upon request. Additional insurance coverage, as specified in subsection c below, may be required for this agreement depending upon the services provided by the Vendor

3. **Confidential Information:**

- a. Confidential Information may be made available to the Vendor under this Agreement. The Vendor agrees to i) protect any Confidential Information from unauthorized use or disclosure; ii) disclose Confidential Information only to employees and other representatives who have agreed to comply with this agreement; and iii) use the Confidential Information only for the purposes authorized in this Agreement.
- b. All Confidential Information remains the property of the University.
- c. "Confidential Information" means any information provided by the University whether of a technical, business or other nature that is disclosed to the Vendor that is designated as Confidential by the University, that is protected from disclosure by applicable state or federal law, or that the Vendor has reason to believe is confidential, proprietary, or trade secret information of the University. Confidential Information does not include any information that: (a) was acquired lawfully by the Vendor or independently developed or acquired by the Vendor outside this Agreement; (b) is or becomes part of the public domain through no fault of the Vendor; or, (c) is authorized for release by written notice from University to Vendor; or (d) is otherwise required to be disclosed by law.
- d. ISU reserves the right to disclose contract purchase information as required by the State of Illinois Freedom of Information Act without pre-notification or approval from the Vendor.

4. **Governing Law:**

- a. Notwithstanding any provision to the contrary, the Vendor's Contract Form shall be governed and construed in accordance with the laws of the State of Illinois.
- b. For venue purposes, it is deemed that all obligations of the parties created hereunder are performed in McLean County, Illinois.

5. **Term:**

- a. Notwithstanding any provision, the term of the contract (including original and renewal terms) shall not exceed 10 years in total.
- b. No term will automatically renew regardless of stated required notification periods. All renewals will only be valid with the issuance of a University purchase order or other written direction from University.

6. **Indemnification/Hold Harmless/Limitation of Liability:**

- a. It is understood and agreed that neither party to this agreement shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law, and that this agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party against the other or against a third party.
- b. The University shall not agree to any additional provision:
 - i. Requiring the University to indemnify or hold harmless the Vendor for any act or omission.
 - ii. Releasing the Vendor or any other entity or person from its legal liability, or limiting liability, or unlawful or negligent conduct or failure to comply with any duty recognized or imposed by applicable law.
 - iii. Requiring the University to make payments for total or partial compensation or payment for lost profit or liquidated damages if the Agreement is terminated before the end of the term.
 - iv. Limiting the liability of the Vendor for property damage or personal injury.
 - v. Binding the University to any arbitration or to the decision of any arbitration board, commission, panel or other entity.
 - vi. Obligating the University to pay costs of collection or attorney's fees.
 - vii. Granting the Vendor a security of interest in property of Illinois State University.
 - viii. Changing the time period within which claims can be made or actions can be brought under the laws of the State of Illinois.
 - ix. Requiring the University to waive the sovereignty of Illinois, waiver of any right to a jury trial, increasing the University's liability beyond that authorized in the Illinois Tort Claims Act, or authorizing Vendor to execute any settlement obligation that would bind the University without the consent of the Board of Trustees of Illinois State University and/or the Illinois Attorney General, as applicable.

7. **Payment Obligations:**

- a. All amounts, including but not limited to interest and/or late charges, owed by the University under the Vendor's Contract Form shall be made in accordance with applicable provisions of the Illinois Prompt Payment Act.

8. **Independent Contractor:** In Vendor's performance under this Agreement, the Vendor acts and will act as an independent contractor and not as an agent or employee of Illinois State University.

9. **Use of University Name & Facilities:** Vendor shall not use the name of the University in any written material including but not limited to brochures, letters, and circulars, without the prior written consent of University. If

applicable, Vendor's use of University Facilities shall comply with all University policies, procedures and requirements.

10. **Force Majeure Provisions:** It is agreed that no claim for damages, losses or liability may be made by either party upon the occurrence of any circumstance, whether directly or indirectly, beyond the control of either party (including without limitation strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, business interruptions, disease, national or local emergency, government action or inaction, travel restrictions, loss or malfunctions of utilities, communications or computer (software and hardware) services ("a Force Majeure Event")), to the extent that such circumstance delays or otherwise makes it illegal or impossible for a party to satisfy its performance obligations under the Agreement. In the event of a Force Majeure Event, the parties agree to negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to resume performance obligations under the Agreement. However, the contract is subject to termination/cancellation by the non-declaring party, unless the parties mutually agree, in writing, to amend the Agreement. As soon as reasonably practicable after a Force Majeure Event occurs, the non-declaring party will provide a written notice to the other party (or parties) that specifies the Agreement termination date. In the event of a termination due to a Force Majeure Event, the Vendor will refund to University all recoverable expenses and 50% of any documented, reasonable, nonrecoverable expenses incurred by Vendor prior to the date of termination. Vendor agrees to provide University with documentation, acceptable to the University, in its sole discretion, that details reasonable, nonrecoverable expenses retained by Vendor relating to the Force Majeure Event.

11. **Procurement Code Required Certifications:**

- a. Vendor acknowledges and agrees that compliance with the attached Certifications and Additional Terms for the term of the contract and any renewals is a material requirement and condition of this contract. By executing the contract Vendor certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.
- b. This subsection, in its entirety, applies to subcontractors used on the contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Subcontractor Certification form provided by the University.
- c. If this contract extends over multiple fiscal years, including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the University by the date specified by the University and in no event later than July 1 of each year that this contract remains in effect.

12. **Compliance:**

- a. **Statutory Compliance:** All commitments by the University under this Agreement are subject to constitutional and statutory limitations and restrictions binding upon the University. Vendor agrees to comply with all applicable federal, state, and local laws, orders and regulations.
- b. **University Policies and Procedures:** Vendor agrees to comply with applicable University policies and procedures, as applicable.

- c. **Nondiscrimination:** Vendor agrees to comply with all applicable federal and state nondiscrimination, equal opportunity and affirmative action laws, orders and regulations. Vendor shall not engage in unlawful discrimination or harassment against any person because of race, color, religion, sex, national origin, ancestry, age, marital status, protective order status, disability, unfavorable discharge from the military, or status as a disabled veteran or a veteran of the Vietnam era in the performance of this agreement.
 - d. **Taxes:** The Agreement shall not obligate the University to pay taxes unless otherwise required by law.
 - e. **Withholding/Legal Status:** Vendor shall provide true and correct information regarding its Federal Tax Payer Identification Number (FEIN), tax withholding status and legal status information. Any change in the Vendor's tax withholding status must be immediately reported to the University by Vendor. If a W-8 or W-9 form is required, payment will not be made prior to receipt of a completed form.
 - f. **Export Control:**
 - i. University agrees to comply with applicable U.S. laws, regulations, orders or other restrictions on exports and further shall not sell, license or re-export, directly, or indirectly, any information, data, products, items subject to the Agreement to any person or entity for sale in any country or territory, if, to the knowledge of University, such action would cause the Vendor to be in violation of any such laws or regulations now or hereafter in effect.
 - ii. Vendor shall also notify the University if any of the individuals, equipment, data, services provided or other commitments made or subject to the Agreement are subject to the U.S. Export Administration Regulations, controlled by the International Traffic in Arms Regulations, subject to Office of Foreign Assets Control restrictions, or otherwise subject to export restrictions by a federal agency.
13. **Assignment:** This contract may not be assigned, in whole or in part, by either party without the prior written approval of the other party, except in connection with a merger or sale of all or substantially all of the assets of such party provided, however, that the obligations of such party under this Contract shall not be extinguished or otherwise affected by any such assignment.

Certifications and Additional Terms

Vendor acknowledges and agrees that compliance with this subsection in its entirety for the term of any resulting contract and any renewals is a material requirement and condition of the contract. By executing the contract Vendor certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.

This subsection, in its entirety, also applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Subcontractor Certification form provided by the State.

If the contract extends over multiple fiscal years, including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that the contract remains in effect.

If the Parties determine that any certification in this section is not applicable to the contract it may be stricken without affecting the remaining subsections.

1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
 - the contract may be void by operation of law,
 - the State may void the contract, and
 - the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.


Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

2. Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.
3. **This applies to individuals, sole proprietorships, partnerships and LLCs, but is otherwise not applicable.** Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.
4. Vendor certifies that is has reviewed and will comply with the Department of Employment Security Law (20 ILCS 1005/1005-47) as applicable.
5. **This applies only to certain service contracts and does NOT include contracts for professional or artistic services.** To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.

6. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.
7. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10.
8. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract. 30 ILCS 500/50-10.5.
9. Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e).
10. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent have entered into a deferred payment plan to pay the debt). 30 ILCS 500/50-11, 50-60.
11. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act. 30 ILCS 500/50-12.
12. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.
13. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.
14. Vendor certifies it has read, understands and is not knowingly in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.
15. Vendor certifies that if it hires a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist's costs, fees, compensation, reimbursements or other remuneration will be billed to the State. 30 ILCS 500/50-38.
16. Vendor certifies that it will not retain a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.
17. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.
18. Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or subcontract that are manufactured in the United States. 30 ILCS 517.
19. Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565.
20. Drug Free Workplace
 - 20.1 If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act

20.2 If Vendor is an individual and this contract is worth more than \$5000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.

21. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States Department of Commerce. 30 ILCS 582.
22. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
23. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584.
24. This applies to information technology contracts and is otherwise not applicable. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa). 30 ILCS 587.
25. **This only applies to vendors who own residential buildings but is otherwise not applicable.** Vendor certifies, if it owns residential buildings, that any violation of the Lead Poisoning Prevention Act has been mitigated. 410 ILCS 45.
26. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.
27. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
28. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any “discriminatory club.” 775 ILCS 25/2.
29. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor’s family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
30. Vendor certifies that if an individual, sole proprietor, partner or an individual as a member of a LLC, he/she has not received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.
31. Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. Vendor will not make a political contribution that will violate these requirements. 30 ILCS 500/20-160 and 50-37.
32. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to transact business or conduct affairs in Illinois prior to submitting a bid or offer. If you do not meet these criteria, then your bid or offer will be disqualified. 30 ILCS 500/20-43.

Additional Terms:


Assignment and Subcontracting: (30 ILCS 500/20-120) Any contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the University, except in connection with a merger or sale of all or substantially all of the assets of such party provided, however, that the obligations of such party under this Contract shall not be extinguished or otherwise affected by any such assignment. For purposes of this section, subcontractors are those specifically hired by the Vendor to perform all or part of the work covered by the contract. Vendor shall describe the names and addresses of all subcontractors to be utilized by Vendor in the performance of the resulting contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to a subsequent contract. Vendor shall notify the University in writing of any additional or substitute subcontractors hired during the term of a resulting contract, and shall supply the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. All subcontracts must include the same certifications and disclosures that Vendor must make as a condition of their contract.

Audit / Retention of Records: (30 ILCS 500/20-65) Vendor and its subcontractors shall maintain books and records relating to the performance of the resulting contract or subcontract and necessary to support amounts charged to the University. Books and records, including information stored electronically, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for a minimum of five years after completion of work. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the University for the recovery of any funds paid by the University under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records.

Availability of Appropriation (30 ILCS 500/20-60): Any resulting contract is contingent upon and subject to the availability of funds. The University, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation. If funds needed are insufficient for any reason, the University has discretion on which contracts will be funded.

Transportation Sustainability Procurement Program Act (30 ILCS 530/10 (b): All contracts for freight, small package delivery, and any transportation of cargo require providers to report the amount of energy the service provider consumed to provide those services to the State and the amount of associated greenhouse gas emissions, including energy use and greenhouse gases emitted as a result of the provider's use of electricity in its facilities and the energy use and greenhouse gas emissions by the service provider's subcontractors in the performance of those services.

Expatriated Entity: For purposes of this provision, an expatriated entity is an entity that meets the definition outlined in 30 ILCS 500/1-15.120. Per 30 ILCS 500/50-17, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall enter into a contract with a State agency under this Code if that business or any member of the unitary business group is an expatriated entity unless the Chief Procurement Officer:

- a) Has determined the contract is awarded as a sole source; or
- b) the purchase is of pharmaceutical products, drugs, biologics, vaccines, medical supplies, or devices used to provide medical and health care or treat disease or used in medical or research diagnostic tests, and medical/nutritionals regulated by the Food and Drug Administration under the Federal Food, Drug, and Cosmetic Act.

Sexual Harassment Policy: Per 30 ILCS 500/50-80, Vendor agrees that it has a sexual harassment policy that meets the requirements of or is otherwise in accordance with Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105). Vendor agrees to provide a copy of the policy to the University upon request.

Terms & Conditions

OverDrive, Inc. and its affiliates (“OverDrive”, “we”, “us”, or “our”) provides digital content, applications, technology, services, and hosted websites to third parties. These Terms and Conditions (“Terms”) apply to your use of all OverDrive-hosted websites, software, technologies, services, support services, applications including Libby and the OverDrive app, and OverDrive accounts (collectively referred to as “Services”).

By accessing and/or using the Services, you agree to be legally bound by the Terms, and our [Privacy Policy](#), which is expressly incorporated herein by reference.

We will continue to evaluate the Terms against new technologies, business practices, and our users’ needs and may make changes to the Terms accordingly. Please check these Terms periodically for updates. You acknowledge that your continued use of the Services after the posting of any changes to these Terms means that you agree to be bound by such changes.

Service License

OverDrive grants you a limited, revocable, non-exclusive, non-transferable license to access and make personal non-commercial use of the Services. OverDrive reserves the right to prohibit any conduct involving the Services that it deems to be in violation of these Terms, in its sole reasonable discretion. If you are creating an OverDrive account, you affirm that you are at least 13 years of age and acknowledge that an OverDrive account is not intended for creation and use by individuals under 13 years of age.

You shall not:

1. provide inaccurate information to OverDrive to gain access to the Services;
2. copy, rent, lease, sell, repair, transfer, assign, sublicense, disassemble, reverse engineer or decompile, modify or alter the Services including, but not limited to, translating or creating derivative works, under any circumstances;
3. use the Services, or the contents thereof, for any commercial or illegal purpose;
4. collect and/or use any product listings, descriptions, or prices, or partake in any derivative use of the Services, or the contents thereof, for independent use;
5. frame or utilize framing techniques to enclose any trademark, logo or other proprietary information (including images, text, page layout or form) of OverDrive or its suppliers;
6. use any meta tags or any other "hidden text" utilizing OverDrive or its suppliers' names or trademarks;
7. use the Services in a manner that impacts the stability of OverDrive's servers and/or impacts the behavior of other mobile applications, software, applications and/or websites using the Services, such as by using data mining, robots, scraping, or similar data gathering and extraction tools on or within the Services; and/or
8. use the Services in any manner or for any purpose that may knowingly violate any law or regulation, or any right of any person including, but not limited to, intellectual property rights, rights of privacy and/or rights of personality, or which otherwise may be harmful (in OverDrive's sole discretion) to OverDrive, its providers, its suppliers, and end users of the Services.

You are granted a limited, revocable, non-exclusive, non-transferable right to create a hyperlink to the Services so long as the link does not portray OverDrive, our suppliers, or our products or services in a false, misleading, derogatory or otherwise offensive manner. You shall not use

any OverDrive logo or other graphic or trademark as part of the link without prior written permission from OverDrive.

Violation of any of the above restrictions may result in a termination of your ability to access the Services. OverDrive reserves any and all rights or remedies that may be available in the event of your breach of these Terms.

Software Use

To access the OverDrive Services, you may download proprietary software from OverDrive, use OverDrive's browser-based reader called "OverDrive Read", or use OverDrive's streaming audiobook platform (collectively referred to as "Software").

Use of the Software is governed by the terms of an end user license agreement ("EULA"), which is expressly included in these Terms. An end user must agree to the EULA, which accompanies or is included with the Software, to install and/or access any Software. The Software is made available for download or access solely for use by end users according to the EULA.

You shall not:

1. copy, rent, lease, sell, repair, transfer, assign, sublicense, disassemble, reverse engineer or decompile, modify or alter the Software including, but not limited to, translating or creating derivative works, under any circumstances;
2. separate the Software into its component parts for independent use;
3. remove any proprietary notices and/or labels on or in the Software;
4. use the Software to develop any like software or other technology having the same primary function as the Software, including but not limited to using the Software in any development or test procedure that seeks to develop like software or other technology;

5. use the Software for any commercial or illegal purpose; and/or
6. use, download and/or install the Software on public Internet terminals, shared devices, and/or public computers unless specified as a permitted use in the relevant Software EULA, e.g. using OverDrive Read.

Violation of any of the above restrictions may result in a termination of your ability to access the Software. OverDrive reserves any and all rights or remedies that may be available in the event of your breach of these Terms.

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OverDrive grants you a non-assignable, non-transferable, limited license to use the digital content provided by OverDrive's suppliers ("Content") for your personal, non-commercial use, subject to and in accordance with the terms of the applicable EULA and these Terms. Where permitted, you may copy, transfer and burn the Content only for your personal, non-commercial use.

You shall not:

1. redistribute, repackage, transmit, assign, sell, broadcast, publicly display, rent, share, lend, modify, extract, reveal, adapt, edit, sub-license and/or otherwise transfer or misuse the Content;
2. use the Content for synchronization, public performance, promotional use, commercial sale, resale, reproduction and/or distribution;
3. infringe the rights of the Content's copyright owners; and/or
4. use the Software or any other means to download and/or save Content on public Internet terminals, shared devices, and/or public computers unless specified as a permitted use in the relevant Software EULA and only if permitted by Content suppliers, e.g. using OverDrive Read.

Violation of any of the above restrictions may result in a termination of your ability to access the Content. OverDrive reserves any and all rights or remedies that may be available in the event of your breach of these Terms.

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You may use and display on your website the OverDrive supplied digital content samples ("Samples") where an embeddable code ("Embed Code") is provided by OverDrive. By using the Embed Code to display Samples on your website ("Your Site") You agree to be bound by these Terms. If you do not agree to these Terms, you should not use the Embed Code.

OverDrive grants you a limited, revocable, non-exclusive, non-transferable license to use the Embed Code to display Samples on Your Site. You may not access the Samples through any technology or means other than the Embed Code provided by OverDrive. You may not edit, alter or modify the text of the Samples in any way. You may not modify, build upon, block or redirect any portion or functionality of the Embed Code or the Sample, including but not limited to any links back to an OverDrive website. You may not copy, re-publish, resell, reverse engineer, or use the Embed Code or Samples in any way other than as described in these Terms.

You may not use the Embed Code on any websites that:

1. Contain pornography and sexually explicit content;
2. Contain offensive text or images;
3. Are hate sites (on grounds of race, religion, gender, disability, age or sexual orientation);
4. Contain gratuitous violence; or
5. Condone or encourage unlawful acts.

Any of the above websites will constitute an "Excluded Website".

The Embed Code and Samples are for your personal use only and cannot be used in any commercial way. You may not charge visitors to Your Site any fee for accessing the Samples, use the Samples as means to secure advertising, or commercialize the Samples or Embed Code in any way.

You may not directly or indirectly suggest any endorsement or approval by OverDrive of Your Site or any product, service, content or any views expressed within Your Site without OverDrive's prior written approval. You may not use the Embed Code or Samples in any way that could bring OverDrive into disrepute or otherwise cause any loss or damage to OverDrive.

OverDrive may restrict, suspend or terminate your access to the Embed Code at any time in its sole discretion.

You warrant that: (i) you have fully complied with, and shall continue to comply fully with, all applicable laws and regulations; and (ii) Your Site is not an Excluded Website.

The Embed Code and Samples are made available by OverDrive on an "as is" basis and OverDrive makes no warranty of any kind in relation to the Embed Code or Samples. OverDrive makes no warranty that the Embed Code is error or virus free, and your use of the Embed Code is at your own discretion and risk. OverDrive disclaims all implied and statutory warranties to the maximum extent permitted by law.

Security, Cracking and Hacking

You shall not violate or attempt to violate the security of the Services, Software, and/or Content.

Accordingly, you shall not:

1. access data or materials not intended for you;
2. log into a server or account which you are not authorized to access;

3. attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; and/or
4. attempt to circumvent a technological measure that effectively controls access to a work protected under the Digital Millennium Copyright Act.
5. share information regarding your OverDrive account, including your credentials and/or other information stored on your OverDrive account with any other third-party; and/or
6. activate and sync your OverDrive account across more than the permitted number of devices.

Violations of system or network security may result in civil or criminal liability. OverDrive reserves the right to investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting end users who have participated in such violations.

You agree that it is your responsibility to install anti-virus software and related protections against viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines or engines that are intended to damage, destroy, disrupt or otherwise impair a computer's functionality or operation which may be transferred to your computer via the Services, Software, and/or Content.

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YOU AGREE THAT OVERDRIVE SHALL HAVE NO LIABILITY ARISING FROM OR RELATED TO YOUR ACCESS TO AND/OR USE OF THE OVERDRIVE SOFTWARE (OR OVERDRIVE'S SUSPENSION OR TERMINATION OF SUCH ACCESS AND/OR USE) REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, AND EXCEPT FOR BODILY INJURY, IN NO EVENT SHALL OVERDRIVE OR ITS SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, EMPLOYEES AND SUPPLIERS BE LIABLE TO YOU OR TO ANY

THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE OVERDRIVE SOFTWARE, EVEN IF OVERDRIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE. OVERDRIVE'S MAXIMUM AGGREGATE LIABILITY ARISING IN CONNECTION WITH THESE TERMS SHALL NOT, IN ANY EVENT, EXCEED ANY AMOUNTS RECEIVED UNDER THESE TERMS.

No Endorsement

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Termination of Access

OverDrive reserves the right to modify, suspend or discontinue the Services (or any part thereof), Software, or any Content (or any part thereof) at any time with or without notice to you. OverDrive shall not be liable to you or any third party should we exercise such right.

Digital Millennium Copyright Act

OverDrive respects the intellectual property of others. If you believe that your copyrighted materials have been copied in a way that constitutes

copyright infringement, please follow the procedure set forth in our [Digital Millennium Copyright Act Notice Policy](#), which is expressly incorporated herein by reference and made a part of these Terms.

Compliance with Law and Disputes

The Services and Software are owned by OverDrive, Inc. Visitors who choose use our Services and Software from other jurisdictions do so on their own initiative. Those visitors are solely responsible for compliance with all laws, rules, and regulations, federal, state, local or foreign, applicable to the use of this website and information, content, material and services contained herein.

These Terms shall be governed by the laws of the State of Ohio, without regard to any conflict of laws principles. Any dispute regarding these Terms or the relationship that has been established by these Terms shall be brought in the state or federal courts residing in the State of Ohio, United States of America, and the local laws of Ohio will apply to any such action related to the above without regard to any conflicts of laws principles. Both parties submit to venue and jurisdiction in these courts.

Attributions

Maps and Map Data. OverDrive uses [Mapbox](#) for our beautiful maps. Street and geographic feature data comes from OpenStreetMap, and you can [contribute your local expertise](#).

All library location data comes from our library partners. If you work for or manage a library that has incorrect data on this map – including position, street address or branch name – or you would like to add or update social media details or library website links, you can log into [Marketplace](#) to update it, or contact an OverDrive Account Specialist.

Geographic Data. Geographic data includes GeoLite data created by MaxMind, available from <http://www.maxmind.com>.

Contact OverDrive

All questions concerning these Terms, Services, Software and/or Content shall be directed to: OverDrive, Inc. One OverDrive Way, Cleveland, Ohio 44125 USA. Attention: General Counsel.

These Terms are effective as of May 2017.

OverDrive Privacy Policy

OverDrive, Inc. and its affiliates ("OverDrive", "we", "us" or "our") provides digital content, applications, technology, services, and hosted websites to third parties. This Privacy Policy discloses the privacy practices for all OverDrive-hosted websites, software, technologies, services, support services, applications including Libby, Sora, and the OverDrive app, and OverDrive accounts (collectively referred to as "Services").

OverDrive respects your privacy. The purpose of this Privacy Policy is to make you aware of how OverDrive collects, manages, protects, uses, and/or shares information and what choices are available to you regarding the collection, use and distribution of your Personal Information and non-personally identifiable information ("non-PII").

Many users under the age of 13 enjoy using the Services. To see OverDrive's policy regarding the collection of information from children who are under 13 years old, please click [here](#) for OverDrive's Privacy Policy for Children.

What is Personal Information and non-PII?

Generally, "Personal Information" is information that can be used on its own to identify a specific person. For example, Personal Information can be a full name, home address, email address, phone number, or login details. In most cases, non-personally identifiable information or "non-PII" is data that cannot be used on its own to identify a specific person. For example, in the context of the Services, non-PII can be language preference, bookmarks, or highlights.

Non-PII is treated by OverDrive as Personal Information when it's collected on an individual level *and* linked to any Personal Information that you have chosen to submit to OverDrive or that OverDrive may have collected from your interactions with the Services.

What information do I need to submit to OverDrive in order to use the Services?

You can use most Services without submitting much information to OverDrive. A valid library card or school ID is all you need to use most Services.

An OverDrive account is not required to use most Services, including Sora. In using the library Services, if you choose to create an OverDrive account, you will be required to submit Personal Information to OverDrive. Please click [here](#) to visit the section of this Privacy Policy that applies specifically to your OverDrive account.

As part of your interaction with the library Services, you may willingly submit your Personal Information in order to access certain features, such as submitting your email address in order to place a hold on a digital content title.

What information does OverDrive collect?

In addition to information that you may willingly submit to OverDrive, such as your library card number, school ID number, and/or email address, OverDrive may collect and store certain Personal Information and non-PII related to your interactions and use of our Services, including but not limited to, IP address, device type, device ID, operating system, library card number, Adobe ID, library name, lending history, holds, reading progress, bookmarks, highlights, notes, and online activity.

Some Services provide the ability for you to see your lending history. If you are using your institution's OverDrive-hosted website, Libby, or the OverDrive app, you will have the option to show your lending history. You can hide your lending history by following the instructions within the app or help articles. Your lending history is protected by OverDrive as

confidential. It is not shared with any third parties, except to staff with appropriate authority acting within the scope of their duties for the administration of your institution (library, school, etc.). If we are compelled to disclose your lending history pursuant to a court order or subpoena, or to a person or agency with the relevant administrative or legislative investigative power, we will seek to challenge and limit the scope and comply with the authorized agency or person only as required by law.

How does OverDrive protect my information?

OverDrive takes information security very seriously. We have implemented measures to protect against the loss, misuse, and alteration of your information. Your information is protected by physical, electronic, and procedural safeguards to prevent unauthorized disclosure. We encrypt the transmission of information using secure sockets layer (SSL) technology. We use computer safeguards such as firewalls and data encryption and physical access controls to our buildings and files. We authorize access to Personal Information only for those employees who require it to fulfill their job responsibilities.

How does OverDrive use information?

We collect information from you in order to:

- Determine your current geographic location and/or language so that we may provide localized content and Services;
- Comply with the requirements of our publisher, library, and retail partners;
- Alert you of opportunities to renew loans, return loans, checkout digital content on which you've placed a hold, and cancel holds;
- Provide recommendations for digital content we think you may enjoy;

- Notify you of opportunities to provide feedback for OverDrive's Services;
- Sync bookmarks and most recent point viewed/played across devices;
- Support the internal operations of the Services, including but not limited to support for: activities necessary to maintain or analyze the Services, network communications, user authentication or personalization of content, activities necessary to perform authorized school or educational purposes, and security of users;
- Integrate with additional service providers for use of the Services;
- Personalize our Services to better reflect particular interests and preferences and in certain instances for remarketing; and
- Generally improve your experience.

OverDrive never sells your Personal Information or non-PII. OverDrive will not use your information for any purposes other than the specified use.

Email addresses submitted to OverDrive for holds notifications are stored by OverDrive so you can place future holds in a quicker, more convenient manner. OverDrive will not use your email address to send you any marketing or promotional communications without your opt-in consent.

We may anonymize certain Personal Information and share it in an aggregated form with third parties in order to analyze Service usage, improve the Service, or for other similar purposes. Such information is anonymous and cannot be used to identify you. The use and disclosure of such anonymous information is not subject to any restrictions under this Privacy Policy.

We may also use third parties to process information you willingly submit to OverDrive, such as Alchemer (fka SurveyGizmo, <https://www.alchemer.com/>) for product and experience surveys, OnceHub (<https://www.oncehub.com/>) for meeting scheduling, and

Salesforce (<https://www.salesforce.com/>) for customer administration and support.

How long is information retained by OverDrive?

We retain information for as long as OverDrive deems necessary to provide the Services or as otherwise permitted by applicable law. Information about users of school Services is only retained by OverDrive for the time period necessary to support the authorized school or educational purposes.

Does OverDrive use cookies and similar technologies?

Yes, we use cookies and similar technologies to collect and store certain information when you use, access, or interact with the Services. Cookies are small data file identifiers that are transferred to your device or web browser that allow us to recognize your device or web browser when you visit or use the Service. We use cookies for many purposes, such as to support the internal operations of the Services and make improvements to the Services. To read more about cookies and similar technologies, please visit our [Cookie Policy](#).

What if I share Information with others while using the Services?

While using our library Services, you may enjoy opportunities to post reviews, rate digital content, and share digital content information with others in public forums and on social networking websites such as Facebook, Twitter, and Goodreads. When you share such information, it is made public and is not subject to this Privacy Policy. We are not responsible for any third party's use of information you publicly display or disclose through our Services.

The ability to post reviews, ratings, and connect to social media to share digital content information is not a supported function of school Services, such as Sora.

What happens when I visit an external website not hosted by OverDrive?

In using the library Services, you may choose to access to other online digital content services, such as learning platforms and video catalogs, that are provided by a third party and are outside the control of OverDrive. You will leave the OverDrive library service when you access such third party digital content services. OverDrive sends minimal, anonymized information to the third party service so they can authorize you as a valid library patron. You may be required by the third party service to create an account. Any information you submit to the third party is not shared with OverDrive. You may also have the opportunity to opt-in to receive marketing or promotional emails from the third party. Any such marketing or promotional emails are not controlled by OverDrive. These third party digital content services have separate and independent privacy statements, notices, and terms of use, which we recommend you read carefully.

Is my information transmitted to other countries?

Given that the Internet is a global environment, using the Internet to collect and process information necessarily involves the transmission of data on an international basis. Therefore, by using the Services, you acknowledge and consent to the transfer of your information outside your country of residence to any country where we have facilities or engage third parties (including but not limited to, payment processors, cloud service or other Information Technology providers, and other companies that provide services to us). If you are visiting the Services from the EU, [please click here to visit the section of this Privacy Policy that applies to transfers from the EU to the US](#). You understand that the

countries to which we may transfer information may not have as comprehensive a level of data protection as in your country. OverDrive requires that third parties (if any), such as cloud service providers, with whom information about users of school Services is shared are obligated to safeguard such information using policies and procedures that are consistent with this Privacy Policy and must only use the information in order to perform the authorized school or educational purpose for which it was provided.

What if I contact OverDrive for a support issue?

If you contact OverDrive directly for assistance resolving an issue with the Services, it may be necessary for OverDrive to use support tools to resolve your issue. For a limited number of issues, these tools may provide OverDrive support personnel with visibility of your borrowing information while your support case is being resolved.

What is required to create an OverDrive account?

Your name, email address, and password are required to create an OverDrive account. By creating and using an OverDrive account and/or otherwise consenting to the sharing of information with us, you authorize OverDrive to collect and retain the Personal Information submitted by you. You also affirm that you are at least 13 years of age and acknowledge that an OverDrive account is not intended for use by individuals under 13 years of age. You may not share your information regarding your OverDrive account, including but not limited to your login credentials such as your password.

OverDrive accounts are intended for patrons using their public library. An OverDrive account is not required to use school Services, such as Sora. OverDrive accounts are separate and distinct from any sign-up or authentication required for Sora.

How can I change my preferences?

You can change your preferences for receiving newsletters, promotional offers, product updates and other OverDrive-initiated communications by emailing privacy@overdrive.com.

What is OverDrive's Instant Digital Card service?

OverDrive's Instant Digital Card online service ("IDC") helps users obtain access to the library's OverDrive digital collection. Only authorized patrons of the library are permitted to access and checkout digital content from the library's digital collection.

You must be at least 13 years old to use IDC.

For users of libraries located in the U.S.:

If your library is located in the U.S. and you use IDC, you will be asked to submit your name, mobile phone number, and email address to OverDrive. Only U.S. mobile phone numbers are eligible for use with IDC. Your name and mobile phone number will be used to confirm your mobile phone number is associated with you and to verify that you have an address in your library's service area. U.S. libraries that participate in IDC provide OverDrive with the zip codes that comprise their service area. Submitting your name, mobile phone number, and email address to IDC confirms your consent to this Privacy Policy and OverDrive's [Terms and Conditions](#).

To verify that your address is in your library's service area, OverDrive will share your name and mobile phone number with a third-party verification service, [Cognito](#). Cognito will use your name and mobile phone number to return an address, if any, to OverDrive.

Cognito does not use your name or mobile phone number for marketing or sales purposes, nor do they share your name or mobile phone number with third parties for marketing or sales purposes.

OverDrive will send a text message to the mobile phone number you provide (standard text message rates apply) to verify the mobile phone number's association with you.

If you are validated as having a residential address within your library's service area, your mobile phone number will serve as your digital library card and you will be able to access and checkout digital content from your library's OverDrive digital collection. Your name, mobile phone number, and address are stored by OverDrive for the purpose of authenticating your checkouts from the library's OverDrive digital collection. Unless otherwise permitted through your opt-in consent to receive marketing communications, OverDrive does not use your name or mobile phone number for marketing or sales purposes, nor do we share your name or mobile phone number with third parties for marketing or sales purposes.

In addition to obtaining checkout privileges to your library's digital collection, you may also be eligible for a library card for access to your library's additional resources (e.g., physical book and media borrowing). Through the validation process, OverDrive will store your address for the purpose of providing your name, address, mobile phone number, and email address (if provided by you) to your library, where you may be eligible for a library card for access to additional library resources. Your use of IDC confirms your consent to OverDrive providing your name, address, mobile phone number, and email address (if provided by you) with your library, and confirms your consent to be contacted by your library, if necessary.

If you have questions or concerns regarding IDC, please contact OverDrive at privacy@overdrive.com.

For users of libraries located outside of the U.S.:

If your library is located outside of the U.S. and you use IDC, you will be asked to submit your name, mobile phone number, and a country code or campaign code ("Code"). The Code you submit will be used to verify that you have a valid Code to be granted access to your library's OverDrive digital collection. Submitting a Code to IDC confirms your consent to this Privacy Policy and OverDrive's Terms and Conditions.

If your Code is validated by IDC, your mobile phone number will serve as your digital library card and you will be able to access and checkout digital content from your library's OverDrive digital collection. Your name and mobile phone number are stored by OverDrive for the purpose of authenticating your checkouts from the library's OverDrive digital collection. Unless otherwise permitted through your opt-in consent to receive marketing communications, OverDrive does not use your name or mobile phone number for marketing or sales purposes, nor do we share your name or mobile phone number with third parties for marketing or sales purposes.

In addition to obtaining checkout privileges to your library's digital collection, you may also be eligible for a library card for access to your library's additional resources (e.g., physical book and media borrowing). OverDrive may provide your name, mobile phone number, and email address (if provided by you) to your library, where you may be eligible for a library card for access to additional library resources. Your use of IDC confirms your consent to OverDrive providing your name, mobile phone number, and email address (if provided by you) with your library, and confirms your consent to be contacted by your library, if necessary.

If you have questions or concerns regarding IDC, please contact OverDrive at privacy@overdrive.com.

Rights applicable to users located in the EU

Data Transfer. OverDrive has adopted Standard Contractual Clauses (SCCs) to safeguard international data transfers, including transfers of Personal Information from the EU, Switzerland, and the UK, to the US.

Legal basis for processing your Personal Information. If you are visiting a Service from the EU, we must have a legal basis to process your Personal Information. There are different legal bases on which we rely to process your Personal Information, namely:

Performance of a contract. The use of your Personal Information may be necessary to perform the specified function for which you submit your Personal Information, and/or perform other contractual obligations and policies under which we provide our Services to you;

Consent. We will rely on your consent to use your information for direct marketing purposes. You may withdraw your consent at any time by contacting us using the information at the end of this Privacy Policy or by following an unsubscribe link in any marketing communication you receive from us; and

Legitimate interests. We use your Personal Information for our legitimate interests to improve our Services, for internal administration, and security purposes. In such circumstances, it is important for us to ensure that your data protection interests or fundamental rights and freedoms are not overridden by our legitimate interests.

Your choices under EU law. If you are visiting from the EU, you may email privacy@overdrive.com or visit the [Data Request](#) center to ask us to:

- See what Personal Information we hold about you
- Modify or correct the Personal Information we hold about you
- Object to our use of your Personal Information
- Erase your Personal Information

- Receive/Port your Personal Information in a usable electronic format

If contacting us does not resolve your issue, you have the right to make a complaint to your data protection authority (if one exists in your country).

If you are not subject to EU law, these rights do not apply to you.

Rights applicable to California residents

As explained in this Privacy Policy, OverDrive may collect certain information related to your interactions and use of our Services.

Information we collect directly from you. Depending on your use of the Services, the categories of information we may collect directly from you include the following:

- Identifiers, such as your name, email address, library card number, and phone number (only for users of IDC);

We may also collect information you provide in your communications to us, such as when you respond to polls or surveys, or contact us with a question, comment, or request.

Information we automatically collect from you. As you interact with the Services, we may also collect information about you automatically through the use of cookies and similar technologies. Depending on your use of the Services, the categories of information we automatically collect from you may include the following:

- Identifiers, such as IP Address, Adobe ID, Cookie ID, and device ID.
- Internet or other electronic network activity information, such as device type, operating system, browsing history on OverDrive-

hosted webpages, and information related to your interaction with the Services, such as lending history, holds, and reading progress.

If you do not want OverDrive-hosted websites to collect information through the use of cookies, you can set your web browser to block cookies. Additionally, you can manage your cookie preferences through the "Cookie Settings" link located within the Service. Please see our [Cookie Policy](#) for more information.

Information selling, sharing, and disclosing. OverDrive does not sell your information. OverDrive does not share your information with third parties for money or other valuable consideration. OverDrive may disclose your information to service providers solely for business purposes. These service providers support the internal operations of the Services, assist OverDrive in providing you access to the Services, and assist OverDrive in monitoring, analyzing, and optimizing the Services. The following categories of information may be disclosed to service providers for business purposes: identifiers and internet or other electronic network activity information.

Your rights under applicable law. If you are a California resident, you or your authorized agent may email privacy@overdrive.com, call toll-free 866-269-5794, or visit the [Data Request](#) center to ask us to:

- See what Personal Information we hold about you
- Modify or correct the Personal Information we hold about you
- Delete your Personal Information
- Receive/Port your Personal Information in a usable electronic format

Users may freely exercise these rights without fear of being denied the Services.

Changes to this Privacy Policy

This Privacy Policy was last updated in **March 2021**. We will continue to evaluate this Privacy Policy against new technologies, business practices, and our users' needs, and may make changes to the Privacy Policy accordingly. Please check the Privacy Policy periodically for updates. Your continued use of the Services after the posting of any changes to this Privacy Policy means that you agree to be bound by such changes.

In the event of a change of control (i.e. sale of sale or merger of OverDrive, Inc.) the successor entity will be subject to these same privacy commitments.

If we make material changes this Privacy Policy that increase our rights to use your Personal Information, we will notify you via a prominent notice on the Services or via email prior to the change becoming effective. If you do not agree to the changes, you should discontinue use of the Services.

Contact OverDrive

Please contact OverDrive at privacy@overdrive.com if:

- You have any questions about this Privacy Policy;
- You are not located in the EU or are not a California resident and you would like to request access to the Personal Information we hold about you, or request the deletion of your Personal Information (alternatively, you may visit the [Data Request](#) center);
- You are a parent and want to inquire if your child has submitted Personal Information to OverDrive and to request the review, correction, and/or removal of any such Personal Information from our system; or
- You are a teacher or administrator at an educational institution using the school Services and want to request the review, correction, and/or removal of a student's Personal Information

Privacy Policy for Children

OverDrive, Inc. and its affiliates ("OverDrive", "we", "us" or "our") are committed to ensuring the privacy of children under the age of 13 years old who use OverDrive-hosted websites, software, technologies, services, and applications such as Sora, Libby, and the OverDrive app (collectively referred to as "Services").

Please be sure to read this Privacy Policy for Children with your parent(s) and/or legal guardian(s) (collectively referred to as "parents") and ask them questions about what you do not understand.

The OverDrive Privacy Policy is incorporated herein by reference.

Why is there a separate Privacy Policy for Children?

The Federal Trade Commission's Children's Online Privacy Protection Act ("COPPA") requires us to inform parents about how we collect, use, and disclose Personal Information from children under 13 years of age.

What kind of Personal Information is covered by COPPA?

Under COPPA, "Personal Information" is defined as individually identifiable information, and includes: full name (first and last); a home or other physical address including street name and city or town; online contact information such as an email address or screen name; a phone number; a Social Security number; a photograph, video or audio file containing a child's image or voice; a persistent identifier that can be used to recognize a child over time and across different websites or online services; geolocation information sufficient to identify street name and name of city or town; or information collected that is combined with the individually identifiable information listed above.

Does OverDrive collect Personal Information from children?

No, we do not knowingly collect Personal Information (as defined under COPPA) from children. Children can use most Services without creating an OverDrive account or providing any Personal Information to OverDrive. Children under the age of 13 are not permitted to create, access, or use an OverDrive account. OverDrive accounts are only intended for patrons using their public library. An OverDrive account is not required to use school Services, such as Sora. OverDrive accounts are separate and distinct from any sign-up or authentication required for Sora.

What information does OverDrive collect?

In order to checkout digital content, we request children enter their library card number, student ID number or, in some cases, a PIN number or password. Our request for such identification number is solely for the purpose of validating the status of the identification number. We do not request, access, or retrieve any additional information. All information, including identification numbers, is protected from unauthorized disclosure.

OverDrive may also collect information about a child's online activity, digital content selections, interactions with digital content such as bookmarks, highlights, and notes, reviews and ratings, as well as IP address, device type, unique device data such as device ID, and operating system.

How does OverDrive collect information?

OverDrive collects information through active participation of the child and passively through the use of "cookies" and similar technologies. For more information on how OverDrive uses cookies, please see our general [Privacy Policy](#).

How does OverDrive use information?

OverDrive collects information from a child in order to:

- Support the internal operations of the Services, including but not limited to support for: activities necessary to maintain or analyze the Services, network communications, user authentication of users or personalization of content, activities necessary to perform authorized school or educational purposes, and security of users;
- Determine the child's current geographic location and/or language so that we may provide localized content and Services;
- Comply with the requirements of our publisher, library, and retail partners;
- Provide recommendations for digital content we think the child may enjoy;
- Integrate with additional service providers for use of the Services;
- Personalize our Services to better reflect particular interests and preferences; and
- Generally improve the user experience.

OverDrive never sells a child's information. We may share anonymized information in aggregated form with third parties and/or business partners in order to analyze Service usage, improve the Services and user experience, or for other similar purposes. The use and disclosure of such anonymous information is not subject to any restrictions under this Privacy Policy for Children. A child's information is only retained by OverDrive for the time period necessary to support the authorized school or educational purposes.

What if a child shares information with others while using the Services?

While using the library Services, children may enjoy opportunities to post reviews, rate digital content, and share digital content information with others in public forums and on social networking websites such as Facebook, Twitter, and Goodreads. When a child shares such

information, it is made public and is not subject to this Privacy Policy for Children. We are not responsible for any third party's use of information a child publicly displays or discloses through our Services. For the avoidance of doubt, the ability to post reviews, ratings, and connect to social media to share digital content information is not a supported function of school Services, such as Sora.

How can parents control their child's information?

Parents may email privacy@overdrive.com to inquire if their child has submitted Personal Information to OverDrive and to request the review, correction, and/or removal of any such Personal Information from our system.

If you are a teacher or administrator at an educational institution using the school Services, please email privacy@overdrive.com to request the review, correction, and/or removal of a student's Personal Information, and we will facilitate your access to and correction of such Personal Information promptly upon your request.

Parents and guardians are encouraged to monitor their child's digital content checkouts from their public library.

Changes to this Privacy Policy for Children

This Privacy Policy for Children was last updated in **April 2021**. Please check this Privacy Policy for Children periodically for updates. Your continued use of the Services after the posting of any changes to this Privacy Policy for Children means that you agree to be bound by such changes.

In the event of a change of control (i.e. sale of sale or merger of OverDrive, Inc.) the successor entity will be subject to these same privacy commitments.

Contact OverDrive

OverDrive, Inc. is the operator for the Services. If you have any questions or concerns regarding this Privacy Policy for Children, please contact OverDrive via email at privacy@overdrive.com.

You can also contact OverDrive by calling (216) 573-6886 or mailing us at One OverDrive Way, Cleveland, Ohio 44125 USA, Attention: General Counsel.

For more information about COPPA, please visit: <https://www.ftc.gov/tips-advice/business-center/guidance/complying-coppa-frequently-asked-questions-0>