

Exhibit "A"
Data Security and Privacy Requirements

Data Security and Privacy. The following provisions apply only to the extent that Provider (referred to as "Vendor" below) is actually acting as a "third party contractor" as defined in N.Y. Education Law § 2-d.

- a) BOCES is an educational agency, and Vendor is a third party contractor, as those terms are used in Section 2-d of the New York State Education Law. BOCES' use of Vendor's Service may result in Vendor receiving personally identifiable information governed by Section 2-d ("PII"). Vendor agrees to handle any personally identifiable information in compliance with Section 2-d, as more specifically set forth in this Section of the Agreement.
- b) Vendor will protect PII that it may receive or process consistent with all applicable State and federal statutes and regulations, the BOCES Parents' Bill of Rights for Data Privacy and Security (copy of which is attached hereto as Appendix A), which is consistent with BOCES policy on data security and privacy.
- c) Vendor will collect, use, and process PII only for the purpose of supporting BOCES' educational needs. Vendor will not use the PII for any other purposes. PII received by Vendor or by any of its subcontractors or assignees shall not be sold or released for any commercial purposes, nor shall it be sold or used for marketing purposes.
- d) Vendor will limit internal access to PII to those individuals who need to have such access for legitimate educational purposes to enable Vendor to perform its obligations under this Agreement and to support BOCES in its educational purposes.
- e) In the event that Vendor subcontracts with an outside entity in order to fulfill its obligations under this Agreement, including the purchase, lease, or sharing of server space owned by another entity, Vendor ensures that it will only share PII with such subcontractors if those subcontractors are contractually bound to observe the same obligations to maintain data privacy and security as required by Vendor pursuant to this Agreement.
- f) Except for Vendor's authorized officers, employees and subcontractors to the extent necessary for purposes of fulfilling Vendor's obligations under this Agreement, Vendor will not disclose any PII to any other party; (a) without the prior written consent of the applicable parent or eligible student (student aged 18 or older); or (b) unless required by statute or court order and notice of the disclosure has been provided to BOCES, unless notice of the disclosure expressly prohibited by statute or court order.
- g) Before accepting any PII, Vendor will provide BOCES a copy of Vendor's data security and privacy plan for how all state, federal and local data security and privacy contract requirements will be implemented over the term of this Agreement, consistent with BOCES policy on data security and privacy.
- h) Any employees and officers of Vendor and its assignees who will receive access to PII in connection with the performance of Vendor's obligations under this Agreement will receive training on the federal and state law governing confidentiality of such data prior to receiving data.
- i) Vendor will maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of PII in its custody.
- j) Vendor will deploy encryption technologies to protect PII, while in motion or in its custody from unauthorized disclosure in accordance with Education Law §2-d(5)(f)(5), including but not limited to: Transport Layer Security (TLS) encryption during transmission, encryption of back-up tapes, data base encryption, volume encryption and VPN.
- k) In the event that a parent or eligible student wishes to challenge the accuracy of the PII concerning that student or eligible student that is maintained by Vendor, that challenge may be processed through the procedures provided by the applicable educational agency/institution for amendment of education records under the Family Educational Rights and Privacy Act (FERPA). In the event that Vendor, is notified of the outcome of any such errors made by Vendor, it will immediately correct any inaccurate data it or its subcontractors or assignees maintain.
- l) Upon termination of this Agreement, or any successor Agreement, PII disposition will be in accordance with the instructions of BOCES. Vendor will provide written confirmation of such disposition to BOCES, upon request.
- m) In the event Vendor discovers or is notified of a breach and unauthorized release of PII, Vendor will notify BOCES and the applicable New York education agency/institution in the most expedient way possible and without unreasonable delay. Vendor will cooperate and consult with BOCES and with the education institution/agency with respect to investigating, mitigating, addressing and responding to any such breach and concerning any notices or information that the education institution/agency is required to or believes

it should, provide concerning such breach. Vendor shall promptly reimburse the applicable educational agency/institution for the full cost of such notification.

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 third party.

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. General Provisions

5.1 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.

5.2 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 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.

5.3 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.

5.4 This Agreement, 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.

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.

Digital Content License

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.

Embedding Digital Content Samples

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.

No Other License

Except as expressly stated herein, no other rights or licenses are granted hereunder.

Copyright, Trademark and Intellectual Property

The laws of copyright protect the Content that is made available through the Software and associated Services. Copyrights in the Content are held

by their respective owners. The Content embodies the intellectual property of a third party and is protected by law. You shall use the Content only for your personal, non-commercial use and may copy-and-paste, transfer, and burn the Content solely for your personal, non-commercial use only where permitted by the copyright owner.

The Content and any other copyrighted material shall not be modified, copied, distributed, repackaged, shared, displayed, revealed, extracted, emailed, transmitted, sold or otherwise transferred, conveyed or used, in a manner inconsistent with your agreement with OverDrive, or rights of the copyright owner. You shall not redistribute, repackage, transmit, assign, sell, broadcast, rent, share, lend, modify, extract, reveal, adapt, edit, sub-license or otherwise transfer the Content. You are not granted any synchronization, public performance, promotional use, commercial sale, resale, reproduction and/or distribution rights for the Content. You shall not download and/or save Content on public Internet terminals, shared devices, and/or public computers without prior written permission from OverDrive.

For Content downloaded or accessed from a library service, at the end of the lending period, your license to the Content terminates, and you may no longer use or access the Content. At the end of the lending period, you shall delete and/or destroy any and all copies of the Content. In the event OverDrive, the library or other rights holders determines you are violating permitted uses of the Content, we reserve the right to suspend or terminate your ability to use or access a Service or the Content.

OverDrive, Inc., www.overdrive.com, and the Services and/or Software are either registered trademarks, trademarks, trade names, service marks, or otherwise protected property of OverDrive and may not be used, copied or imitated without prior written permission from OverDrive. The compilation of the Content in the Services is the exclusive property of OverDrive or its licensors, and is protected by U.S. and International copyright law.

DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

THE OVERDRIVE SOFTWARE AND SERVICES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND. EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, OVERDRIVE DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, CONDITIONS, AND DUTIES, WHETHER EXPRESS OR IMPLIED, REGARDING THE OVERDRIVE SOFTWARE AND ANY OVERDRIVE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, RESULTS OF USE, RELIABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. FURTHER, OVERDRIVE DISCLAIMS ANY WARRANTY THAT YOUR USE OF THE OVERDRIVE SOFTWARE AND/OR SERVICES WILL BE UNINTERRUPTED, SECURE, TIMELY OR ERROR FREE. IN THE EVENT OF ANY INTERRUPTION OF THE OVERDRIVE SOFTWARE AND/OR SERVICES, OVERDRIVE'S SOLE RESPONSIBILITY SHALL BE TO USE COMMERCIALY REASONABLE EFFORTS TO CORRECT THE INTERRUPTION. FOR THE AVOIDANCE OF DOUBT, YOU ACKNOWLEDGE AND AGREE THAT THESE TERMS DO NOT ENTITLE YOU AND/OR END USERS TO ANY SUPPORT FOR THE OVERDRIVE SOFTWARE AND/OR SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR IN WRITING, OBTAINED BY YOU FROM OVERDRIVE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

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

OverDrive may email you about authors, digital content titles, services, special offers, and other information you elect to receive from OverDrive. No association with nor endorsement of any third-party digital content, websites, products, and/or services is intended or implied by OverDrive emailing you such information. You may opt out of these communications at any time by changing your OverDrive account preferences.

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 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 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.

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 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.

What happens when I visit an external website not related to OverDrive's Services?

Our Services may include links to non-OverDrive websites, outside the control of OverDrive. If you click these links, you will leave OverDrive and enter websites that

may have different privacy policies than OverDrive. OverDrive is not responsible for the information handling practices of these other websites. These linked websites 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.

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 is part of the Rakuten Group, which includes the affiliates and subsidiaries of Rakuten, Inc. More information about Rakuten is available at <https://global.rakuten.com/corp/about/company>. As part of the Rakuten Group, OverDrive has adopted Rakuten's Binding Corporate Rules (BCRs) to safeguard international data transfers, including transfers from the EU to the US. The Rakuten BCRs have been approved by the Data Protection Authority of Luxembourg and can be found at <https://corp.rakuten.co.jp/privacy/en/bcr.html>.

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 **July 2020**. 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.

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 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.

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.

Changes to this Privacy Policy for Children

This Privacy Policy for Children was last updated in **January 2020**. 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: www.business.ftc.gov/documents/0493-Complying-with-COPPA-Frequently-Asked-Questions