



**LAST REVISED: December 12, 2011**

## **WEBSITE TERMS OF USE**

PLEASE READ THESE TERMS OF USE CAREFULLY. THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND THE POGIL PROJECT (“POGIL”). BY USING POGIL’S WEBSITE (“POGIL WEBSITE”), YOU INDICATE YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS (“TERMS OF USE”). THE POGIL WEBSITE AND THESE TERMS OF USE ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE. YOUR USE OF THE POGIL WEBSITE AFTER THE POSTING OF ANY AMENDMENTS OR MODIFICATIONS TO THESE TERMS OF USE CONSTITUTES YOUR ACKNOWLEDGMENT OF SUCH AMENDMENTS AND MODIFICATIONS AND YOUR AGREEMENT TO ABIDE, AND BE BOUND, BY THESE TERMS OF USE AS SO AMENDED AND MODIFIED. IF YOU DO NOT ACCEPT THESE TERMS OF USE AS THEY EXIST ON THE DATE OF YOUR USE OF THE POGIL WEBSITE, THEN DO NOT USE THE POGIL WEBSITE.

### **1. Use of the POGIL Website**

The materials contained on the POGIL Website (such materials include, but are not limited to, the design, layout, artwork and other elements of the website and any text, audio, video, logo, information, data, software, documentation, services or any other materials contained on this website) are owned by POGIL and are protected by copyright and trademark law, international treaties, and other intellectual property rights. POGIL grants to you a limited, personal, non-exclusive, and non-transferable right and license to view, download, print, and copy materials on the POGIL Website for your own personal, informational, non-commercial use, provided that (i) you do not modify the materials, (ii) any copies that you may make must be marked “Copyright The POGIL Project. All rights reserved”; and (iii) you retain all copyright and propriety notices originally contained in the materials on any copies. You may not use, reproduce, display, post, transmit, or distribute any materials contained on the POGIL Website for any commercial purpose. Nothing herein shall be construed as granting any license or right to use this website or any materials contained on the POGIL Website except as expressly provided herein.

### **2. Third-Party Links**

The POGIL Website may provide links to third-party websites. Any such links are provided solely as a convenience to you. POGIL has no control over these websites or their content and does not assume any responsibility or liability for these websites. POGIL does not endorse or make any representations about these websites, or any

information, materials, or products found thereon. If you access any of the third-party websites linked on the POGIL Website, you do so at your own risk.

### **3. Third-Party Materials on the POGIL Website**

The POGIL Website may contain materials submitted by third parties. Any such materials are provided solely as a convenience to you. Unless expressly stated otherwise, POGIL has not tested or evaluated these materials and does not endorse or make any representations about these materials or your use thereof. If you use any of the third-party materials, you do so at your own risk. In no event shall POGIL be liable for any loss, claim, damages, or costs that may arise in connection with your use of these materials.

### **4. Unauthorized Material on the POGIL Website**

A possibility exists that the POGIL Website could include inaccuracies or errors and that unauthorized additions, deletions, and alterations could be made to the POGIL Website by unauthorized third parties. Although POGIL attempts to ensure the integrity of the POGIL Website, it makes no guarantees whatsoever as to the completeness, correctness, or accuracy of the POGIL Website. In the event that such an inaccuracy arises, please inform us so that it may be corrected.

### **5. Trademarks**

The POGIL Project, POGIL, and the POGIL logo are trademarks of the POGIL Project in the United States and other countries. All other company names, logos, and trademarks mentioned herein are the property of their respective owners. Nothing herein shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use POGIL's name, logos, trademarks or other intellectual property displayed on this POGIL Website except as expressly provided herein or by obtaining the written permission of POGIL or such other third party owner, as applicable. You acknowledge that POGIL will aggressively enforce its intellectual property rights to the fullest extent of the law, including, without limitation, the seeking of criminal prosecution.

### **6. Privacy and Protection of Personal Information**

The Privacy Policy at [https://pogil.org/uploads/media\\_items/pogil-privacy-policy.original.pdf](https://pogil.org/uploads/media_items/pogil-privacy-policy.original.pdf) is incorporated by reference into these Terms of Use. Please review the Privacy Policy for disclosures relating to the collection and use of your information.

### **7. Member Account, Password, and Security**

You may choose to create an account at our POGIL Website if you are over the age of thirteen (13). Do not register if you are not over the age of thirteen (13). If you are over the age of thirteen (13) and you open an account on the POGIL Website ("Account"), you must complete the registration process by providing us with current, complete, and accurate information as prompted by the applicable registration form. You then will be required to choose a password and user name for access to your Account. You are

entirely responsible for maintaining the confidentiality of your password and Account. Furthermore, you are entirely responsible for any and all activities that occur under your Account. You agree to notify POGIL immediately of any unauthorized use of your Account or any other breach of security. POGIL will not be liable for any loss that you may incur as a result of someone else using your password or Account, either with or without your knowledge. However, you could be held liable for losses incurred by POGIL or another party due to someone else using your Account or password. You may not use anyone else's Account at any time, without the permission of the Account holder.

## **8. Payment Transaction Processing and Subscriptions**

Certain products or services may be offered for sale on the POGIL Website. In the event you wish to purchase or to subscribe for any of these products or services, you will be asked by POGIL or an authorized third party to supply certain information, including without limitation, your full name, address, telephone number, and credit card information. You agree to provide POGIL or such third party with the foregoing information as well as any other mandatory information that is accurate, complete and current, and to comply with the terms and conditions of any agreement that you may enter into governing your purchase of the product or service. Some services offered by POGIL may be subscription-based services. For subscription-based services offered by POGIL, you hereby agree to pay all charges to your Account, including any applicable taxes, in accordance with billing terms in effect at the time the fee or charge becomes payable.

By providing payment account information, you authorize the charge to your credit card or other account as necessary to complete the process for your payment transaction. You also authorize POGIL to store and to use your payment account information to renew automatically renewing subscription services on the POGIL Website in addition to processing any credits such as refunds or adjustments. You shall be responsible for all charges incurred through your Account as well as for paying any applicable taxes.

Any subscription may be automatically renewed, and, in such a case, your credit card will be automatically charged on an annual or quarterly basis (or such other periodic basis as stated at sign-up), depending upon the billing terms for your subscription, for as long as you remain a member. You agree that POGIL will not be obligated to send you any renewal or advance billing notices or confirmations that your credit card or other account has been charged.

Your right to use a subscription service or other specific product or service is conditional upon our receipt of payment. If payment cannot be charged to your credit card (or other account), or if a charge is refunded for any reason, including chargeback, we reserve the right to immediately and without notice, either suspend or terminate your access and account, thereby terminating these Terms of Use and all POGIL obligations hereunder. You are required to pay any amounts still owed to us at the time your Account is suspended or terminated.

You may cancel the automatic renewal of a subscription. Terminations are not retroactive, and unless the billing plan specifies otherwise, you will not be entitled to receive any refund of amounts paid, although you will be entitled to access to the subscription service for the remainder of your paid term. If you have an outstanding balance due on any POGIL Account at the time of cancellation, you hereby agree that POGIL may charge these unpaid fees to your credit card or other payment account.

#### **9. POGIL Termination/Access Restriction**

POGIL reserves the right, in its sole discretion, to terminate your access to the POGIL Website or any of the services offered by POGIL, or any portion thereof at any time, without notice, and in POGIL's sole discretion.

POGIL may also terminate or suspend your access to the POGIL Website or services offered by POGIL for inactivity, which is defined as failing to log into a particular service for an extended period of time, as determined by POGIL in its sole discretion.

#### **10. No Unlawful or Prohibited Use**

As a condition of your use of the POGIL Website and services, you will not use the POGIL Website or services for any purpose that is unlawful or prohibited by these Terms of Use. You may not use the POGIL Website or any service offered by POGIL in any manner which could damage, disable, overburden, or impair the POGIL Website or service (or the network(s) connected to the POGIL Website and service) or interfere with any other party's use and enjoyment of the POGIL Website or service. You may not attempt to gain unauthorized access to the POGIL Website or service, other accounts, computer systems, or networks connected to the POGIL Website or service, through hacking, password mining, or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the POGIL Website or services. In addition, you shall not register, subscribe, attempt to register, attempt to subscribe, unsubscribe, or attempt to unsubscribe, any party for the POGIL Website or any service if you are not expressly authorized by such party to do so.

#### **11. Acceptable Use Policy**

The Acceptable Use Policy at <http://www.pogil.org/aup> is incorporated by reference into these Terms of Use. Please review the Acceptable Use Policy for information about acceptable use of the Communication Methods (as defined in the Acceptable Use Policy) at the POGIL Website.

#### **12. Submissions Provided to POGIL or Posted at the POGIL Website**

POGIL does not claim ownership of the materials you provide to POGIL (including feedback and suggestions) or post, upload, input, or submit to the POGIL Website or any service or its associated services for review by the general public (each a "Submission" and collectively "Submissions"). However, by posting, uploading, inputting, providing, or submitting your Submission to POGIL, through any means, you hereby grant to us and our designees a worldwide, non-exclusive, sub-licensable (through multiple tiers),

assignable, royalty-free, perpetual, irrevocable right to use, reproduce, distribute (through multiple tiers), create derivative works of, publicly perform, publicly display, digitally perform, make, have made, sell, offer for sale, and import such Submissions in any media, now known or hereafter devised, for any purpose whatsoever, commercial or otherwise, without compensation to you, the provider of the Submissions; and to publish your name in connection with your Submission. The foregoing license to POGIL shall be fully paid-up and royalty-free. In addition, under no circumstances shall POGIL have any obligation whatsoever to pay a fee to any subscriber or user in connection with the Submissions upon the occurrence of a transfer of all or any portion of POGIL's business through a merger, sale, or transfer of all or substantially all of the assets of POGIL, nor shall the sale of advertising on the POGIL Website give rise to any obligation to pay a fee to users or subscribers. POGIL is under no obligation to post or use any Submission you may provide and POGIL may remove any Submission at any time in its sole discretion.

None of the Submissions disclosed or posted via the Communication Methods (as defined in the Acceptable Use Policy) shall be subject to any obligation, whether of confidentiality, attribution, or otherwise, on POGIL's part and we shall not be liable for any use or disclosure of any such Submissions.

By posting, uploading, inputting, providing, or submitting your Submission, you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input, or submit the Submissions.

### **13. Contests and Games**

POGIL may provide contests and games on the POGIL Website. The rules, regulations, and procedures governing any of the foregoing shall be accessible through a hypertext link prominently displayed on the web page where the contest or game may be located. By entering or participating in any of them, you agree to be subject to those rules, regulations, and procedures. Please remember to read the rules carefully before participating.

### **14. Product Information**

Unless otherwise stated, the products displayed on the POGIL Website can be ordered and delivered only within the United States. All prices displayed on this POGIL Website are quoted in US Dollars and are valid and effective only in the United States.

### **15. No Warranty**

The POGIL Website, including any content and information contained within it, any related service, and any third-party product or service made available through the POGIL Website, is provided on an "as-is" and "as available" basis and POGIL makes no representations or warranties as to the suitability, accuracy, timeliness, completeness, or reliability of the same. POGIL does not make any representations or warranties that access to the POGIL Website or materials contained on this POGIL Website is uninterrupted, error-free, secure, or free of viruses or malicious code. POGIL reserves

the right at any time and from time to time to modify or discontinue (on a temporary or permanent basis) certain functions of the POGIL Website or services, with or without notice. You agree that POGIL shall not be liable to you or to any third party for any direct or indirect consequence of any modification, suspension, discontinuance of, or interruption to the POGIL Website or services.

POGIL makes no representations or warranties of any kind, either express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, and non-infringement. You agree that your use of this POGIL Website and any materials contained on this POGIL Website or your use of any related service or any third-party product or service made available through this POGIL Website is at your own risk.

**16. Limitation of Type of Damages**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL POGIL, ITS OFFICERS, EMPLOYEES, LICENSORS, SUPPLIERS, PARTNERS, AFFILIATES, SUCCESSORS, ASSIGNEES, OR THIRD PARTY SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, MALFUNCTIONS, DELAYS, LOSS OF DATA, INTERRUPTION OF SERVICE OR LOSS OF BUSINESS, PROFIT, OR ANTICIPATORY PROFITS, ARISING OUT OF THE USE, INABILITY TO USE, OR RESULTS OF USE OF THE POGIL WEBSITE OR ANY WEBSITES LINKED TO THE POGIL WEBSITE, THE MATERIALS OR INFORMATION CONTAINED ON ALL SUCH WEBSITES, OR ANY SERVICE OFFERED BY POGIL, WHETHER BASED ON WARRANTY, CONTRACT, OR TORT, EVEN IF POGIL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OR ANY LIMITED REMEDY OF ANY KIND, YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE POGIL WEBSITE, RELATED SERVICES, AND/OR CONTENT OR INFORMATION CONTAINED WITHIN THE POGIL WEBSITE IS TO STOP USING THE POGIL WEBSITE OR SUCH SERVICES.

**17. Limitation of Amount of Damages**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT, NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OR ANY LIMITED REMEDY OF ANY KIND, IN NO EVENT SHALL POGIL'S MAXIMUM AGGREGATE LIABILITY EXCEED FIFTY (\$50.00) DOLLARS.

**18. Jurisdiction**

By entering the POGIL Website, you acknowledge and agree that POGIL operates the POGIL Website from its offices within the United States of America and that the POGIL Website is intended for viewing within the United States only and will only be construed and evaluated according to United States law. POGIL makes no representations that the

materials on the POGIL Website are appropriate or available for use outside the United States. If you choose to access the POGIL Website from outside the United States, you do so at your own risk and are responsible for compliance with all local laws. You may not use the POGIL Website in violation of United States export laws and regulations. These Terms of Use and use of the POGIL Website shall be governed by the laws of the Commonwealth of Pennsylvania, without giving effect to its conflicts-of-laws provisions, and all users of this POGIL Website submit to the exclusive personal jurisdiction and venue of the federal and state courts of the Commonwealth of Pennsylvania with respect to any matters related to use of this POGIL Website or to these Terms of Use.

#### **19. Indemnification**

You agree to indemnify, defend, and hold harmless POGIL, its officers, employees, licensors, suppliers, partners, affiliates, successors, assignees, and third party service providers from any claim, demand, or damage, including reasonable attorneys' fees, due to or arising out of (i) your breach of, or failure to comply with, these Terms of Use; (ii) your use of or conduct on the POGIL Website and/or services, including but not limited to any allegation that any materials that you submit to POGIL or post in any Communication Method infringe or otherwise violate the copyright, trade secret, trademark or other intellectual property rights of a third party; and (iii) your use of software robots, spiders, crawlers, or similar data gathering and extraction tools or any other action you take that imposes an unreasonable burden or load on the infrastructure. POGIL may, in its discretion, participate in the defense of any such claim or action and any negotiations for its settlement or compromise. No settlement which may adversely affect POGIL's rights or obligations shall be made without POGIL's prior written approval. POGIL reserves the right, at its own expense and upon notice to you, to assume exclusive defense and control of any such claim or action, at which point your corresponding indemnification obligation will end.

#### **20. Consent to Receive Notices Electronically by Posting on the Site or by E-mail**

You consent to receive any agreements, notices, disclosures, and other communications (collectively, "Notices") to which these Terms of Use refer from us electronically, including without limitation by e-mail or posting notices on the POGIL Website. You agree that all notices that we provide to you electronically satisfy any legal requirements that such communications be in writing. To withdraw your consent to receive Notices electronically, you must notify us of your withdrawal of such consent by e-mailing us at [pogil@pogil.org](mailto:pogil@pogil.org) and discontinue your use of the POGIL Website. In such event, all rights granted to you pursuant to these Terms of Use, including, without limitation, the licenses to use the POGIL Website set forth above, shall automatically terminate in that we cannot provide the benefits of the POGIL Website to any party that does not consent to receipt of electronic notices.

Please note that your consent to receive notices is separate from any election that you make with respect to receipt of marketing communications, which is discussed under the Privacy Policy.

## 21. **Copyright Notice**

We respect the intellectual property of others. If you believe that a work has been copied by another party on the POGIL Website in a way that constitutes copyright infringement of your work, please refer to our Copyright Infringement Notice Policy available at <http://pogil.org/copyright> to find out how to notify us of your claimed infringement.

## 22. **Modifications and Amendments**

At any time and in POGIL's sole discretion, POGIL may add, delete, or modify these Terms of Use. POGIL will post a notice on the POGIL Website of any such addition, deletion, or modification. Should you deem any such addition, deletion, or modification to the Terms of Use to be unacceptable, you shall stop accessing and using the POGIL Website and services. Unless otherwise specifically set forth in such notice, all changes to the Terms of Use shall be effective upon the date POGIL posts such notice. Your continued use of the POGIL Website and services following the posting of such notice shall constitute your binding acceptance of, and agreement to, the revised Terms of Use. You should check the POGIL Website frequently to review the Terms of Use so that you are aware of the most current rights and obligations that apply to use of the POGIL Website and services.

## 23. **Severability**

If any part of these Terms of Use is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Terms of Use shall continue in effect.

## 24. **No Waiver**

No failure or delay in enforcing any provision, exercising any option, or requiring performance, shall be construed to be a waiver of that or any other right in connection with the Terms of Use.

## 25. **Surviving Provisions and Limitation on Causes of Action**

Any provision which must survive in order to allow POGIL to enforce its meaning shall survive the termination of these Terms of Use; provided, however, no action arising out of these Terms of Use or your access to or use of the POGIL Website or services, regardless of form or the basis of the claim, may be brought by you more than one (1) year after the cause of action has arisen (or if multiple causes, from the date the first such cause of action arose) and you hereby waive any longer statute of limitations that may be permitted by law.

**26. Costs for Legal Action**

If POGIL does take any legal action against you as a result of your violation of the Terms of Use, POGIL will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to POGIL. You agree that POGIL will not be liable to you or to any third party for termination of your access to or use of the POGIL Website or services.

**27. Assignment**

You may not assign, by operation of law or otherwise, any rights or delegate any duties under the Terms of Use to any third party without prior written consent by POGIL. Any purported assignment lacking such consent will be void at its inception.

POGIL may assign all or part of its rights and/or delegate all or part of its duties under the Terms of Use to any party, at any time, and in its sole discretion, upon notice of assignment by posting such notice on the POGIL Website.

**28. Entire Agreement**

These Terms of Use, together with all amendments and documents incorporated herein by reference, constitute the entire agreement between you and POGIL with respect to the POGIL Website. These Terms of Use supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and POGIL with respect to the same.

## **COPYRIGHT INFRINGEMENT NOTICE POLICY**

The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under the U.S. copyright law. If you believe that your intellectual property has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide POGIL’s Copyright Agent the following information:

- (a) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- (b) A description of the copyrighted work or other intellectual property that you claim has been infringed;
- (c) A description of where the material that you claim is infringing is located on the POGIL Website;
- (d) Your address, telephone number, and e-mail address;
- (e) A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- (f) A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner’s behalf.

Send this information by mail and by e-mail to:

By mail:       The POGIL Project  
                  ATTN: DMCA Copyright Infringement Notification  
                  713 College Avenue  
                  PO Box 3003  
                  Lancaster, PA 17604-3003

By e-mail:    To:     [pogil@pogil.org](mailto:pogil@pogil.org)  
                  Re:     DMCA Copyright Infringement Notification

We suggest that you consult your legal advisor before filing a notice or counter-notice. Also, be aware that there can be penalties for false claims under the DMCA.

## **ACCEPTABLE USE POLICY – USE OF COMMUNICATION METHODS**

The POGIL Website and services may contain e-mail services, bulletin board services, chat areas, forums, communities, and/or other message or communication facilities designed to enable you to communicate with others (collectively, “Communication Methods”). You agree to use the Communication Methods only to post, send, and receive messages and material that are proper and, when applicable, related to the particular Communication Method. By way of example, and not as a limitation, you agree that when using a Communication Method, you will not:

- Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute, or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful topic, name, material or information.
- Upload files that contain software or other textual, graphical, or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents to do the same.
- Upload files that contain viruses, Trojan horses, worms, time bombs, corrupted files, or any other similar software or programs that may damage the operation of another’s computer or property.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Method specifically allows such messages.
- Download any file posted by another user of a Communication Method that you know, or reasonably should know, cannot be legally distributed in such manner.
- Falsify or delete any author attributions, legal or other notices, or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Use the Communication Method in connection with surveys, contests, pyramid schemes, chain letters, junk e-mail, spamming, or any duplicative or unsolicited messages (commercial or otherwise).
- Restrict or inhibit any other user from using and enjoying the Communication Method (e.g., excessive “shouting” (use of all caps) or flooding continuous postings of repetitive text).
- Violate any code of conduct or other guidelines which may be applicable for any particular Communication Method.

- Harvest or otherwise collect information about others, including e-mail addresses.
- Violate any applicable local, state, national, or international law or regulation.
- Create a false identity for the purpose of misleading others, including, without limitation, impersonating a POGIL official, forum leader, chat room monitor, guide or host, or falsely state or otherwise misrepresent your affiliation with such a person or entity.
- Use, download, or otherwise copy or provide (whether or not for a fee) to a person or entity any directory of users of the POGIL Website or any of the service(s) or other user or usage information or any portion thereof.

Always use caution when giving out any personally identifying information about yourself in any Communication Method.

POGIL has no obligation to monitor the Communication Methods. However, POGIL reserves the right to review materials posted to a Communication Method and to remove or alter any materials in its sole discretion at any time for any reason. POGIL reserves the right to terminate your access to any or all of the Communication Methods at any time, without notice, for any reason whatsoever.

POGIL may not control or endorse the content, messages, or information found in any Communication Method and, therefore, POGIL specifically disclaims any liability with regard to the Communication Method and any actions resulting from your participation in any Communication Method. POGIL expressly disclaims all responsibility and endorsement and makes no representation as to the validity of any opinion, advice, information, or statement made or displayed in any Communication Method by third parties, nor is POGIL responsible for any errors or omissions in such postings, or for hyperlinks embedded in any messages. Under no circumstances will POGIL, its affiliates, suppliers, or agents be liable for any loss or damage caused by your reliance on information obtained through a Communication Method. The opinions expressed in a Communication Method are solely the opinions of the participants, and do not necessarily reflect the opinions of POGIL or any of its affiliates, suppliers, or agents.

Materials uploaded to a Communication Method may be subject to posted limitations on usage, reproduction, and/or dissemination, and you are responsible for adhering to such limitations if you download the materials.

POGIL reserves the right at all times to disclose any information as POGIL deems necessary to satisfy any applicable law, regulation, legal process, or governmental request, or to edit, refuse to post, or remove any information or materials, in whole or in part, in POGIL's sole discretion.