

**UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT**

POST UNIVERSITY, INC.,

Plaintiff,

v.

COURSE HERO, INC.,

Defendant.

Case No. 3:21-cv-01242

FEBRUARY 14, 2023

**MEMORANDUM OF LAW IN SUPPORT OF
DEFENDANT COURSE HERO, INC.'S AMENDED MOTION TO DISMISS**

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I. INTRODUCTION

Two of Post’s three new theories regarding the addition of false copyright management information (CMI) brought under 17 U.S.C. § 1202(a) should be dismissed with prejudice: Neither the Course Hero copyright notice on its website nor Course Hero’s watermarks constitute false CMI as a matter of law. First, the generic Course Hero copyright notice at the bottom of Course Hero’s website (as pled by Post) is not “conveyed in connection with” the accused works, as the statute requires. Courts routinely dismiss nearly identical claims at this stage, and this Court should do the same. Second, Course Hero’s watermarks stating that the downloaded documents are “shared via” and “downloaded from” Course Hero—both true statements, as Post itself alleges—do not constitute false CMI. Both the copyright notice and watermarks are properly before this Court (alleged in the Amended Complaint and illustrated in multiple exhibits attached thereto), and no further evidence is needed to make these determinations. Accordingly, these two claims should be dismissed.

II. FACTUAL BACKGROUND

Course Hero is an online learning platform for course-specific study resources. Amended Complaint (“Compl.”) ¶¶ 2, 13. Course Hero offers a suite of learning resources and tools to help students learn including, among others, a library of study resources, organized by both school and subject, and 24/7 access to online tutoring. Compl. ¶ 14.

Course Hero offers two types of accounts: “student” and “verified educator.” Compl. ¶¶ 18, 45. A student account allows a student to access millions of learning materials. Once a student creates an account, they can pay to subscribe, or they can contribute their own study resources in order to gain access to learning materials. Compl. ¶¶ 39-40, 44. A verified educator account enables an educator to share class resources such as quizzes, case studies, and lecture notes. Compl. ¶¶ 38, 45-56. Creating a verified educator account is free. All of the study

resources contributed by students and verified educators are then indexed on the Course Hero platform, making them easily searchable for students and educators alike. Compl. ¶ 14.

Account holders are not given unlimited access to all documents on Course Hero. Compl. ¶ 17. All documents on Course Hero are locked. Compl. ¶ 40. Before a document is unlocked, the user cannot view the full content of the document. Compl. ¶¶ 18-19. After a document is unlocked, the user may view and download the document. Students who subscribe are given 30 “unlocks” per month, and they may purchase additional unlocks or “earn” additional unlocks by uploading their own study resources. Compl. ¶ 40.

Plaintiff Post asserts that Course Hero has violated section 17 U.S.C. § 1202(a)’s prohibition on “[f]alse copyright management information” by placing three types of information on Plaintiff’s documents:

(1) By placing a Course Hero copyright notice on the Course Hero website,

Compl. ¶ 119, as shown below;



Compl., Ex. 5.

(2) By placing two Course Hero watermarks on Post’s copyrighted works that are available for download: (1) one at the center that states, “This study resource was shared via CourseHero.com,” and (2) one at the footer that states, “This study resource was downloaded by [user id] from CourseHero.com on [date and time],” followed by a Course Hero URL linking to the document, as shown below,
Compl. ¶¶ 30-34, 119;

Modality: Online

Course Description:

This introductory writing course is designed to develop and refine students' analytical and critical writing skills by focusing on the writing process. Students will practice various writing styles, research methods, and critical thinking skills, which will contribute to success in their university courses and their chosen careers.

Course Learning Outcomes:

Upon successful completion of this course, you will be able to:

- Communicate effectively in written English using various writing styles.
- Identify and demonstrate an ability to use APA styles in academic assignments.
- Incorporate valid, reliable, and academic sources in written work through citations and references.
- Compose and evaluate written work based on primary components, such as clear introductions, effective thesis statements, effective transitions, holistic organization, and conclusions.
- Analyze the value and importance of research skills in academic assignments.

Course Materials:

- Johnson-Sheehan, R & Paine, C. (2018). *Writing today* (4th ed.). Pearson Education, Inc.
 - This book can be accessed through the link in the Course Information page.
- Additional electronic reading, listening, viewing materials are available in each unit of this Blackboard course.
- See the Library Resources item on the course information page in the Blackboard course for information on how to access links to library resources.

Compl., Ex. 8

This study source was downloaded by 100000824591884 from CourseHero.com on 06-14-2021 14:03:34 GMT -05:00

<https://www.coursehero.com/file/67353016/ENG110-Course-Syllabuspdf/>

Compl., Ex. 8; and

(3) By applying “Course Hero metadata” to Post’s copyrighted works available for download. Compl. ¶ 119.¹

III. PROCEDURAL BACKGROUND

On January 6, 2021, Plaintiff Post University sent a letter seeking the takedown of 64 documents pursuant to section 17 U.S.C. § 512(c) of the Digital Millennium Copyright Act (“DMCA”). Compl. ¶ 47. Course Hero responded the same day notifying Post that the matter had been assigned an internal ticket number and confirmed on January 12, 2021 that all

¹ Course Hero maintains that Post’s Section 1202(a) allegations regarding Course Hero metadata are not adequately pled. During the pre-filing motion conference held on January 31, 2023, the Court instructed Course Hero to limit its renewed motion to the 1202(a) claims related to Course Hero’s copyright notice and watermarks. Course Hero accordingly does not include Post’s allegations regarding metadata in this motion.

documents listed in Post’s letter had been removed by Course Hero. Compl. ¶¶ 47–49. On February 24, 2021, Post sent a second letter seeking the takedown of 35 additional works. Course Hero again responded the same day notifying Post of the internal ticket number and confirmed on March 3, 2021 that all documents listed in this second letter had been removed by Course Hero. Compl. ¶¶ 50–52.

Post then brought this action on September 17, 2021, alleging copyright infringement, trademark infringement, violation of section 1202(b) of the DMCA, violation of the Connecticut Unfair Trade Practices Act, unjust enrichment, and common law unfair competition. Course Hero answered on December 22, 2021, and the parties have since engaged in extensive discovery. On November 1, 2022, Post filed an Amended Complaint adding claims under section 1202(a) of the DMCA and claims for statutory damages. Course Hero filed a motion to dismiss on November 22, 2022, and requested a pre-filing conference shortly thereafter. The pre-filing conference was held on January 31, 2023. During that pre-filing conference, Post agreed that it was not seeking statutory damages or attorneys’ fees relating to its claims for copyright infringement. The Court denied the remaining components of Course Hero’s motion to dismiss without prejudice and ordered Course Hero to refile an amended motion to dismiss limited to arguments attacking Post’s copyright notice and watermark 1202(a) claims. Course Hero hereby moves to dismiss the newly added section 1202(a) claims to the extent they allege that Course Hero’s copyright notice on the Course Hero website and Course Hero’s watermarks constitute false CMI.

IV. LEGAL STANDARD

To survive a motion to dismiss, plaintiffs must allege “enough facts to state a claim to relief that is plausible on its face.” *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 570 (2007). “A claim has facial plausibility when the plaintiff pleads factual content that allows the court to

draw the reasonable inference that the defendant is liable for the misconduct alleged.” *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009). While the Court must accept plaintiff’s well-pleaded factual allegations as true, it need not accept legal conclusions or “[t]hreadbare recitals of the elements of a cause of action, supported by mere conclusory statements.” *Id.* See *Michael Grecco Prods., Inc. v. Time USA, LLC*, No. 20 CIV. 4875 (NRB), 2021 WL 3192543, at *6 (S.D.N.Y. July 27, 2021) (granting motion to dismiss where Plaintiff failed to allege all elements of its DMCA claim).

V. ARGUMENT

Section 1202(a) of the DMCA provides that “[n]o person shall knowingly and with the intent to induce, enable, facilitate, or conceal infringement—(1) provide copyright management information that is false, or (2) distribute or import for distribution copyright management information that is false.” 17 U.S.C. § 1202(a). Section 1202(c) defines copyright management information (“CMI”) as material “conveyed in connection with” a work, that conveys enumerated categories of information, including “[t]he name of, and other identifying information about” the author or copyright owner of a work.

Two of Plaintiff’s three new theories brought under section 1202(a) fail because the accused information does not constitute false CMI as a matter of law. First, Course Hero’s generic copyright notice is not CMI because the copyright notice, which sits at the very bottom of Course Hero’s website, is not “conveyed in connection with” the asserted works. Second, the Amended Complaint fails to allege that the watermarks specifying that documents are “shared via” or “downloaded from” Course Hero are false in any way.

A. Course Hero’s generic copyright notice at the bottom of its website is not CMI because it is not “conveyed in connection with” the accused works.

Course Hero’s copyright notice at the bottom of its website is not CMI because the copyright notice is not “conveyed in connection with” any of the accused works. To be “conveyed in connection with a work,” the location and content of the CMI must “suggest that it [is] associated with or linked to” the accused work. *SellPoolSuppliesOnline.com, LLC v. Ugly Pools Arizona, Inc.*, 804 Fed. App’x 668, 670-671 (9th Cir. 2020) (“*SellPoolSuppliesOnline.com II*”). Courts have held that copyright notices at the bottom of websites—copyright notices nearly identical to Course Hero’s—do not meet that standard as a matter of law. *See e.g., SellPoolSuppliesOnline.com v. Ugly Pools Arizona, Inc.*, 344 F. Supp. 3d 1075, 1081-83 (D. Ariz. Sep. 24, 2018) (“*SellPoolSuppliesOnline.com I*”) (holding that a copyright notice stating “Copyright 2015 We Fix Ugly Pools. All Rights Reserved” at the bottom of a website was not false CMI); *FurnitureDealer.Net, Inc v. Amazon.com, Inc.*, No. CV 18-232 (JRT/HB), 2022 WL 891473, at *20 (D. Minn. Mar. 25, 2022) (holding that a website copyright notice at the bottom of the webpage was not false CMI).

The district court decision in *SellPoolSuppliesOnline.com I*, 344 F. Supp. 3d at 1081-83, is illustrative of this principle. The plaintiff brought a section 1202(a) claim against the defendant, alleging that the defendant copied the plaintiff’s photos onto its website and engaged in false copyright marking by placing a copyright notice, “Copyright 2015 We Fix Ugly Pools. All Rights Reserved,” on its website. *Id.* at 1080. Citing several cases relying on the close proximity of a copyright notice to copyrighted material to determine whether that notice was “conveyed in connection with” the accused works, the court held that the copyright notice at issue was “not in the body of, or the area around, the work at issue, the photographs, and so it

was not ‘conveyed in connection with’ the work in a way that makes that information CMI.” *Id.* at 1082-83 (collecting cases). The Ninth Circuit affirmed the court’s ruling on the same grounds:

Based on the following undisputed facts, Defendants’ copyright notice did not suggest that it was associated with or linked to Plaintiff’s photos: **Defendants’ copyright notice was located at the bottom of the webpage in a shaded box, separating it from the rest of the content on the webpage**; Defendants’ notice was generic and did not communicate that Defendants owned the photos; Defendants’ notice was not located on or next to Plaintiff’s photos; and Plaintiff’s photos were imprinted with their own copyright markings.²

SellPoolSuppliesOnline.com II, 804 Fed. App’x at 670-671 (footnote omitted) (emphasis added).

District courts routinely apply the *SellPoolSuppliesOnline.com* analysis at the 12(b)(6) stage to dismiss Section 1202(a) claims based on generic copyright notices that lack physical proximity to the asserted works.

In *Lixenberg v. Complex Media, Inc.*, for example, the Southern District of New York granted a motion to dismiss plaintiff’s 1202(a) claim because it found that defendant’s logo located in the top-left hand corner of the website was not CMI “conveyed in connection with” the copyrighted work. No. 22-cv-354 (RA), 2023 WL 144663, at *4-5 (S.D.N.Y. Jan. 10, 2023). Relying on *SellPoolSuppliesOnline.com*, the Court held that the accused logo was merely “a generic imprint on the website that is not located on or near the Subject Photograph, and it says nothing about the photograph’s authorship or copyright status.” *Id.* (citing *SellPoolSuppliesOnline.com II*, 804 F. App’x at 670-71).

Other courts also routinely apply this rule at the pleadings stage where, as here, the placement of the copyright notice at issue is part of the pleadings. *See, e.g., Logan v. Meta*

² The Ninth Circuit explained in a footnote that even if there were a genuine dispute as to whether the photos were imprinted with Plaintiff’s own copyright markings, it would still “agree with the district court that Defendants’ copyright notice was not ‘conveyed in connection’ with Plaintiff’s photos given the other undisputed facts.” *Id.* at 671, n. 1.

Platforms, Inc., No. 22-cv-01847-CRB, 2022 WL 14813836, at *7-8 (N.D. Cal. Oct. 25, 2022) (granting motion to dismiss 1202(a) claim based on a “copyright tag displayed at the bottom of each Facebook user page” because “[a]lthough *SellPoolSuppliesOnline.com* considered a false CMI claim on a motion for summary judgment, taking the facts of the FAC as true, Logan has failed to plead that Meta conveyed CMI in connection with his photos.”); *Personal Keepsakes, Inc. v. Personalizationmall.com, Inc.*, 975 F. Supp. 2d 920 (N.D. Ill. Sep. 24, 2013) (granting motion to dismiss because a copyright notice placed “at the bottom of every page of the website in the generic website footer” was not “conveyed with the poems and [was] not therefore, false CMI with respect to the poems”); *Alan Ross Machinery Corp. v. Machinio Corp.*, No. 17-cv-3569, 2019 WL 1317664, at *3 (N.D. Ill. Mar. 22, 2019) (granting motion to dismiss with prejudice and rejecting “a ‘gotcha’ system where a picture or piece of text has no CMI near it but the plaintiff relies on a general copyright notice buried elsewhere on the website.” *Id.* (quoting *Pers. Keepsakes, Inc. v. Personalizationmall.com, Inc.*, No. 11-C-5177, 2012 WL 414830, at *7 (N.D. Ill. Feb. 8, 2012) (citation omitted).

In arguing otherwise, Post has previously relied on *Pierson v. Infinity Music & Entertainment, Inc.*, a case in which a court in this district denied a motion to dismiss attacking a Section 1202(a) claim based on a copyright footer. But in that case the court distinguished between a website bearing only a generic copyright notice at the bottom of a webpage (which was the situation addressed by *SellPoolSuppliesOnline.com* and its progeny) and a website where a generic copyright notice at the bottom of a webpage is accompanied by a link to a Terms of Use claiming rights to all content on the website (which was the situation in *Pierson*). 300 F. Supp. 3d 390, 395-96 (D. Conn. 2018). Crucially, the *Pierson* court held that the copyright notice and Terms of Use at issue in that case were “conveyed in connection with” the accused

photographs “**because** a link to the Terms of Use appeared at the bottom of each relevant webpage, **and because the Terms of Use clearly state that they are intended to cover all content on the website.**” *Id.* (emphasis added).

Here, the allegations at issue are much closer to the *SellPoolSuppliesOnline.com* line of cases than *Pierson* because Post has alleged **only** a generic copyright notice at the bottom of the website. Specifically, the Amended Complaint alleges that Course Hero places “a Course Hero copyright notice below Previews of Post University’s copyrighted works displayed on the Course Hero website.” Compl. ¶ 119. That copyright notice states in a blue bar across the bottom of the website, “Copyright © 2021 Course Hero, Inc.”:



Compl., Ex. 5.

As in *SellPoolSuppliesOnline.com II*, the copyright notice is at the bottom of the website which “separate[s] it from the rest of the content on the webpage.” 804 F. App’x at 671. In other words, the copyright notice is not “in the body of, or the area around” the works at issue. *See SellPoolSuppliesOnline.com I*, 344 F. Supp. 3d at 1081-1083. Because of that “separat[ion],” the copyright notice cannot be deemed to be CMI for every individual piece of content on the website. The physical separation between the accused works and the Course Hero copyright notice at the bottom of its website alone warrants dismissal with prejudice of this claim.

Moreover, the website copyright notice is too generic to communicate that Course Hero is the author or copyright owner of the accused works. And Post does not allege in its Amended Complaint that Course Hero links a Terms of Use akin to that in *Pierson*, claiming rights related to “all content” on the website. To the contrary, Course Hero’s Terms of Use clearly disclaims

any ownership of the accused works. Declaration of Annie A. Lee in Support of Defendant Course Hero, Inc.’s Motion to Dismiss (“Lee Declaration”) ¶ 2, Ex. A. (“Course Hero does not claim any ownership rights in your Submissions. After submitting your Submissions to the Service, you continue to retain all ownership rights in such Submissions, subject to the licenses granted below, and you continue to have the right to use your Submissions in any way you choose. . . . This license enables us to provide the Services and is not intended to otherwise limit your ownership rights in your Submissions.”).³ Thus, for many reasons, Course Hero’s copyright notice is not CMI conveyed “in connection with” the asserted works. The website copyright notice is, at best, generally associated with the Course Hero website as a whole and not with any specific content.

Because the website copyright notice is as a matter of law not CMI, much less false CMI, Post’s Section 1202(a) claims concerning this notice must be dismissed. Leave to amend these allegations would be futile because it is impossible for Post to plead around the fundamental attributes of the website copyright notice. *See Yamashita v. Scholastic Inc.*, 936 F.3d 98, 107 (2d Cir. 2019) (affirming denial of leave to amend copyright claim “because the proposed amendment would not cure the Complaint’s defects and amendment was futile”).

B. Course Hero’s watermarks specifying that documents are “shared via” or “downloaded from” Course Hero are not false CMI because they are not false.

Post’s Section 1202(a) claims based on Course Hero’s watermarks also fail because the Amended Complaint does not allege facts that would support a reasonable inference that the

³ Course Hero’s Terms of Use are referred to in the Amended Complaint, *see* Compl. ¶ 151, and should be viewed as part of the Complaint for purposes of this Motion, given the nature of the plaintiff’s claims. *Chernosky v. Amica Mutual Ins. Co.*, No. 3:17-cv-01047 (VLB), 2018 WL 529956, at *1, n.1 (D. Conn. Jan. 24, 2018) (“The Court may consider documents attached to, integral to, or incorporated by reference in the complaint.”).

watermarks are false. Quite the opposite. Post’s factual allegations can only give rise to a reasonable inference that the watermarks at issue are **true**.

The Amended Complaint alleges that Course Hero “provides and distributes copyright management information that is false . . . by applying a Course Hero watermark to Post University’s copyrighted works available for download” Compl. ¶ 11. The Amended Complaint then cites Exhibits 7-11 as examples of the accused watermarks. Those exhibits contain watermarks with the following two statements:

- (1) “This study resource was shared via Coursehero.com”; and
- (2) “This study resource was downloaded by [user id] from CourseHero.com on [date and time],” followed by a Course Hero URL linking to the document.

See, e.g., Compl., Ex. 7.

Nowhere in the Amended Complaint does Post allege that those statements are false. Nor does the Amended Complaint allege facts to support the reasonable inference that Course Hero’s watermarks convey something false about the categories of information⁴ set forth in the statutory definition of CMI. *See Hattler v. Ashton*, No. LA CV16-04099 JAK(KSx), 2017 WL 11634742, at *5 (C.D. Cal. Apr. 20, 2017) (“That an image associated with the title of a song being performed by Bassnectar was superimposed on the Works and projected behind him does not lead to the reasonable inference by an observer that Bassnectar was the author of the Works.”). The text of the Course Hero watermarks describes only the manner in which the documents are accessed from the Course Hero website: by sharing or downloading. In fact, the Amended Complaint affirmatively alleges that those statements are true. *See, e.g.*, Compl. ¶ 27 (alleging

⁴ As relevant here, those categories are: (i) the title and other information identifying the work, (ii) the name and other identifying information about the author of the work, (iii) the name and other identifying information about the copyright owner of the work, (iv) terms and conditions for use of the work, and (v) references or links to such information. 17 U.S.C. § 1202(c).

that one of the opaque boxes on Course Hero’s website reads “**Share** to earn access”); Compl. ¶ 30 (describing Exhibit 7 with the accused watermarks as “a copy of the original Study Resource **downloaded from** Course Hero”); Compl. ¶ 119 (accusing Course Hero of “applying a Course Hero watermark to Post University’s copyrighted works **available for download from the Course Hero website**”) (emphases added). Put simply, a watermark is not *ipso facto* false CMI. Therefore, merely alleging that Course Hero applies a watermark to Post’s copyrighted works and attaching the watermark as an exhibit does not adequately plead false CMI.

The district court’s ruling in *Michael Grecco Prods., Inc. v. Alamy, Inc.*, 372 F. Supp. 3d 131 (E.D.N.Y. 2019), is instructive. There, the district court denied a motion to dismiss where the complaint alleged that defendant Alamy, Inc. violated 17 U.S.C. § 1202(a) by placing watermarks, such as “alamy” and “a” on the copyrighted works on its website. *Id.* at 138. Specifically, the *Grecco* court held that the “watermarked corporate name or symbol” could be false CMI because it “may refer to the author or copyright owner when displayed on a copyrighted work in connection with the marketing of that work for sale or license.” *Id.* A bare corporate name or symbol, without any further indication of what is meant by that name or symbol, may convey copyright ownership. But that is not the case here. The watermarks at issue here explicitly (and, everyone agrees, truthfully) state the relationship between the material and Course Hero: that the document was “shared via” or “downloaded . . . from” Course Hero’s website. Indeed, the court in the *Michael Grecco* case expressly distinguished cases (like this one) where the accused watermark “did not constitute a claim to be the author or copyright owner,” and defendant’s website expressly stated it was “not the copyright holder of the images.” *Id.*

As with the website copyright notice discussed above, the full Course Hero watermarks are properly before the Court in the Amended Complaint, and so there are no allegations Post could include in a second amended complaint that would change the above analysis.

Accordingly, Post's section 1202(a) claims concerning Course Hero's watermarks should, like Post's section 1202(a) claims concerning the website copyright notice, be dismissed without leave to amend. *See Hayden v. Cnty. Of Nassau*, 180 F.3d 42, 53-54 (2d Cir. 1999) (“[W]here the plaintiff is unable to demonstrate that he would be able to amend his complaint in a manner which would survive dismissal, opportunity to replead is rightfully denied.”).

VI. CONCLUSION

For the foregoing reasons, Course Hero respectfully requests that the Court dismiss Plaintiff's section 1202(a) claims regarding Course Hero's copyright notice on the Course Hero website and its watermarks without leave to amend.

Dated: February 14, 2023

DEFENDANT, COURSE HERO, INC.

By: /s/ Patrick M. Fahey

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Its Attorneys

**UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT**

POST UNIVERSITY, INC.,

Plaintiff,

v.

COURSE HERO, INC.,

Defendant.

Case No. 3:21-cv-01242

**DECLARATION OF ANNIE A. LEE IN SUPPORT OF DEFENDANT COURSE HERO,
INC.'S MOTION TO DISMISS**

I, Annie A. Lee, declare as follows:

1. I am a lawyer at Morrison & Foerster LLP, counsel of record for Defendant Course Hero, Inc. in the above-captioned matter. I submit this declaration in support of Defendant's Amended Motion to Dismiss.

2. Attached as Exhibit A is a true and correct copy of the Course Hero's Terms of Use downloaded on November 18, 2022, at 3:51 p.m.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on this 14th day of February, 2023, at San Francisco, California.


ANNIE A. LEE

EXHIBIT A

Course Hero Terms of Use

[Copyright Policy](#) [Academic Integrity](#) [Our Honor Code](#) [Privacy Policy](#) [Terms of Use](#) [Attributions](#)

 Last updated February 16, 2022

PLEASE NOTE THAT YOUR USE OF AND ACCESS TO OUR SERVICES (DEFINED BELOW) ARE SUBJECT TO THE FOLLOWING TERMS. BY AGREEING TO THESE TERMS, YOU EXPRESSLY ACKNOWLEDGE THAT YOU UNDERSTAND THE TERMS (INCLUDING THE DISPUTE RESOLUTION AND ARBITRATION PROVISIONS CONTAINED HEREIN) AND ACCEPT ALL OF THEM. IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING, YOU MAY NOT USE OR ACCESS THE SERVICES IN ANY MANNER.

1. INTRODUCTION AND GENERAL TERMS

Welcome to www.coursehero.com. Please read on to learn the rules and restrictions that govern your use of our website(s), products, services and applications (the "Services"). If you have any questions, comments, or concerns regarding these terms or the Services, please contact us at support@coursehero.com or 2000 Seaport Blvd., 3rd Floor, Redwood City, CA 94063.

These Terms of Use (the "Terms") are a binding contract between you and Course Hero, Inc. ("Course Hero," "we" and "us"). You must agree to and accept all of the Terms, or you don't have the right to use the Services. Your using the Services in any way means that you agree to all of these Terms, and these Terms will remain in effect while you use the Services. These Terms include the provisions in this document, as well as those in the Course Hero [Privacy Policy](#), [Honor Code](#) and [Copyright Policy](#).

For the purposes of these Terms, "User" means anyone who accesses and/or registers for our Services, including without limitation students, tutors, educators, or other users. "Tutor" means experts in a subject area, and anyone who provides answers, online courses, instruction, tutoring and learning services through our Services.

Please be advised: these Terms contain provisions that govern how claims that you and Course Hero have against each other can be brought (see below). These provisions will, with limited exception, require that you submit claims you have against Course Hero to binding and final arbitration on an individual basis, not as a plaintiff or class member in any class, group or representative action or proceeding.

Will these Terms ever change?

We are constantly trying to improve our Services, so these Terms may need to change along with the Services. We reserve the right to change the Terms at any time, but if we do, we will bring it to your attention by placing a notice on the www.coursehero.com website, by sending you an email and/or by some other means.

If you don't agree with the new Terms, you are free to reject them; unfortunately, that means you will no longer be able to use the Services. If you use the Services in any way after a change to the Terms is effective, that means you agree to all of the changes.

Except for changes by us as described here, no other amendment or modification of these Terms will be effective unless in writing and signed by both you and us.

What about my privacy?

Course Hero takes the privacy of its users very seriously. For the current Course Hero Privacy Policy, please click [here](#).

The Children's Online Privacy Protection Act ("COPPA") requires that online service providers obtain parental consent before they knowingly collect personally identifiable information online from children who are under 13. We do not knowingly collect or solicit personally identifiable information from children under 13; if you are a child under 13, please do not attempt to register for the Services or send any personal information about yourself to us. If we learn we have collected personal information from a child under 13, we will delete that information as quickly as possible. If you believe that a child under 13 may have provided us personal information, please contact us at support@coursehero.com.

2. WHAT ARE THE BASICS OF USING COURSEHERO.COM (APPLICABLE TO ALL USERS)?

Registration and Security

To use some aspects of the Services, you may be required to sign up for an account, and select a password and user name ("Course Hero User ID"). If you are accessing the Services through a third party site or service (such as "Facebook" or "Google"), we may require that your Course Hero User ID be the same as your user name for such third party site or service. You promise to provide us with accurate, complete, and updated registration information about yourself. You may not select as your Course Hero User ID a name that you don't have the right to use, or another person's name with the intent to impersonate that person. You may not transfer your account to anyone else without our prior written permission. You may only create one account with us. If your account has been suspended or terminated, you may not open another account with us. If you access the Service through a third party site or service, you will provide your third party account credentials to us, and you are consenting to have the information in those accounts transmitted into your Course Hero account, and you agree that you shall only use accounts owned by you, and not by any other person or entity.

You represent and warrant that you are of legal age to form a binding contract (or if not, you've received your parent's or guardian's permission to use the Services and gotten your parent or guardian to agree to these Terms on your behalf). If you're agreeing to these Terms on behalf of an organization or entity, you represent and warrant that you are authorized to agree to these Terms on that organization or entity's behalf and bind them to these Terms, in which case the references to "you" or "your" or the like other than in this sentence, refer to such organization or entity. If you are a parent, guardian, or other person who enables a child under the age of 13 to access the Services, you agree to stand in the shoes of such child for the purposes of making us whole in case of damages or indemnification that could properly lie against a child, if not for his or her age. The Services are intended for use by you only if you are 13 years of age or older.

Permitted Use

You will only use the Services for your own personal use (and not on behalf of or for the benefit of any third party), and only in a manner that complies with all laws, rules (government, school, or otherwise), and regulations (collectively "Applicable Laws") that apply to you. You may not resell or make any commercial use of the Services or any Content (defined below) therein (other than your own Submissions (defined below), subject to the non-exclusive license you grant to us). Any Content you access through the Services is licensed, not sold to you, regardless of the use of the term "purchase" herein. You are prohibited from soliciting other users of the Services (hereafter "Users") to contact you outside the Services, including Tutors, for any purpose. "Content" means the materials displayed or performed or available on or through the Services, including, but not limited to, text, graphics, data, articles, photos, images, illustrations, course materials, class notes, flash cards, Expert Answers, and so forth. "Submissions" means any Content you post, upload, share, store, or otherwise provide through the Services, whether as a Tutor or User.

If your use of the Services is prohibited by Applicable Laws, then you aren't authorized to use the Services. We can't and won't be responsible for your using the Services in a way that breaks any Applicable Laws.

We are not responsible for Content

We are not responsible for editing, modifying, filtering, screening, monitoring, endorsing or guaranteeing any Content. We are not liable for any acts or omissions of Users, or the accuracy or completeness of any answers or another User's ability to provide answers. We cannot ensure that any Tutor or User will complete a transaction.

Content is to be used for general information purposes only, not as a substitute for in-person evaluation or specific professional advice. Communications facilitated by the Services do not create client-professional relationships and are not the subject of any associated privileges or confidentiality protections. Communications on this Services are limited and do not include safeguards and procedures typical of in-person evaluations and visits.

Protection of Content

The Content is protected by copyright and/or other intellectual property laws. You promise to abide by all copyright notices, trademark rules, information, and restrictions contained in any Content you access through the Services, and you won't use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purpose any Content not owned by you, (i) without the prior consent of the owner of that Content or (ii) in a way that violates someone else's (including Course Hero's) rights.

You understand that Course Hero owns the Services. You won't modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in this Section), create derivative works based on, or otherwise exploit any of the Services.

The Services may allow you to copy or download certain Content; please remember that just because this functionality exists, doesn't mean that all the restrictions above don't apply – they do!

Connectivity Costs and Equipment

You are responsible for all service, internet and/or other fees and costs associated with your access to and use of the Services, including, but not limited to, any data charges imposed by a wireless carrier or Internet service provider, and for obtaining and maintaining all equipment required for such access and use.

Access to Tutors

Access to Tutors: The Services may include, at our discretion, access to Tutors who teach online courses or provide instructional materials and/or tutoring. Tutors are not employees or agents of Course Hero. We solely facilitate the transaction between you and the Tutor. We are not involved in the conversation between you and Tutors and we do not refer you to or endorse or recommend particular Tutors. Emergency questions and crisis situations (particularly regarding medical or mental health issues) should be directed immediately by telephone or in-person to qualified professionals (e.g., in the U.S., call 911). The Services are not the appropriate venue to deal with such questions or situations. The laws, regulations, other governing authorities, standards, practices and procedures that apply to your particular question may differ depending on your location and information typically discovered through in-person evaluations or visits. For example, Tutors in some categories may be licensed, certified, educated, employed by or have experience in only particular jurisdictions.

Tutor Answers: Your access to Tutors may include access to individuals or entities who prepare specific answers ("Tutor Answers" or "Expert Answers") to your submitted questions. Tutors choose whether to answer your question at their own discretion.

What are the rights and obligations specific to my Submissions?

We want you to know the following regarding your Submissions:

- a. **Your Submissions are not private.** Submissions are not private or confidential and may be read, collected, and used publicly by others. To better protect your privacy, do not include information regarding your identity or contact information in Submissions that you post or upload to the Services.
- b. **You are responsible for your Submissions.** You are fully responsible for all Submissions you contribute, in any manner, to the Services, and for the accuracy of the same, and you represent and warrant you have all rights necessary to do so, in the manner in which you contribute it, and that Course Hero shall not need to obtain any licenses, rights, consents, or permissions from, or make any payments to, any third party for any use or exploitation of your Submissions in any and all media, whether now known or hereafter created, or have any liability to you or any third party as a result of any use of your Submissions as authorized in these Terms. For more information, please see our [Frequently Asked Questions](#) and our [Honor Code](#).
- c. **As between us and you, you are the owner of your Submissions.** Course Hero does not claim any ownership rights in your Submissions. After submitting your Submissions to the

Service, you continue to retain all ownership rights in such Submissions, subject to the licenses granted below, and you continue to have the right to use your Submissions in any way you choose.

- d. **Waiver of Personality Rights.** You hereby waive any and all rights of privacy, publicity, or any other rights of a similar nature in connection with the use of the Submissions, or any portion thereof, as authorized by these Terms in connection with the Services, or of your name, personality, likeness, image or voice in connection with offering, delivering, marketing, promoting, demonstrating and selling your Submissions, or any advertising or publicity relating thereto.

Your use of the Services is subject to the following additional restrictions:

You are prohibited from uploading or submitting copyright infringing materials (including without limitation copies made without the consent of the copyright owner of testing materials, textbooks, instructor's solution manuals, test banks, lecture notes, slide presentations, or related copyrighted works, in whole or in part).

You represent, warrant, and agree that you will not contribute any Submission that, or otherwise use the Services or interact with the Services in a manner that:

- a. Infringes or violates the intellectual property rights or any other rights of anyone else (including Course Hero);
- b. Violates any Applicable Law;
- c. Is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
- d. Jeopardizes the security of your Course Hero account or anyone else's (such as allowing someone else to log on as you on the Services);
- e. Attempts, in any manner, to obtain the password, account, or other security information from any other User;
- f. Violates the security of any computer network, or cracks any passwords or security encryption codes;
- g. Runs Maillist, Listserv, any form of auto-responder or "spam" on the Services, or any processes that run or are activated while you are not logged into the Services, or that otherwise interfere with the proper working of the Services (including by placing an unreasonable load on the Services' infrastructure);
- h. "Crawls," "scrapes," or "spiders" any page, data or portion of or relating to the Services or Content (through use of manual or automated means);
- i. Introduces any viruses, Trojan horses, or other computer programming routines that may damage, interfere with, surreptitiously intercept or expropriate any part of the Services;
- j. Copies or stores any significant portion of the Content; or
- k. Decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Services.

A violation of any of the foregoing is grounds for termination of your right to use or access the Services.

Do I have to grant any licenses to Course Hero or to other Users?

In order to display, store, and provide Users with access to your Submissions on the Services, you grant us certain rights in those Submissions.

You hereby grant Course Hero a non-exclusive license to translate, modify, store, edit, display, perform, reproduce, distribute, and otherwise act with respect to such Submissions, in each case to enable us to operate the Services, as described in more detail below. This license enables us to provide the Services and is not intended to otherwise limit your ownership rights in your Submissions.

You also grant Course Hero a non-exclusive license to publicly translate, modify, store, edit, display, perform, reproduce, and distribute your Submissions for the purpose of making such Submissions accessible to all Course Hero Users and providing the Services necessary to do so, as well as all other rights necessary to use and exercise all rights in that Submission in connection with the

Services and/or otherwise in connection with the Course Hero business for any purpose. The licenses granted to Course Hero also include the right to distribute your Submissions through multiple tiers of sublicensees, including Course Hero affiliates, and for such sublicensees to have all rights necessary for them to offer, deliver, market, promote, demonstrate and sell your Submissions to other Users.

Also, you grant all other Users of the Services a license to access your Submissions, and to use and exercise all rights in it, as permitted by the functionality of the Service, including reproducing such Submissions on personal devices.

You agree that the licenses you grant are royalty-free, perpetual, transferable, sublicenseable, irrevocable, and worldwide. You understand and agree that if you delete your account, your Submissions will remain on the Services and to the extent that they were downloaded or stored by other Users.

Finally, you understand and agree that Course Hero, in performing the required technical steps to make your Submission accessible through the Services, may need to modify and make changes to your Submissions and the foregoing licenses include the rights to do so.

What if I see something on the Services that infringes my copyright?

You may have heard of the Digital Millennium Copyright Act (the "DMCA"), as it relates to online service providers, like Course Hero, being asked to remove material that allegedly violates someone's copyright. We respect others' intellectual property rights, and we reserve the right to delete or disable access to Content alleged to be infringing, and to terminate the accounts of repeat alleged infringers; to review our complete Copyright Policy and learn how to report potentially infringing content, click [here](#). To learn more about the DMCA, click [here](#).

Who is responsible for what I see and do on the Services?

Any Content publicly posted or privately transmitted through the Services is the sole responsibility of the person from whom such content originated, and you access all such information and content at your own risk, and we aren't liable for any errors or omissions in that information or content or for any damages or loss you might suffer in connection with it. We cannot control and have no duty to take any action regarding how you may interpret and use the Content or what actions you may take as a result of having been exposed to the Content, and you hereby release us from all liability for you having acquired or not acquired Content through the Services. We can't guarantee the identity of any Users with whom you interact in using the Services and are not responsible for which Users gain access to the Services.

The Services may contain links or connections to third party websites or services that are not owned or controlled by Course Hero. When you access third party websites or use third party services, you accept that there are risks in doing so, and that Course Hero is not responsible for such risks. We encourage you to be aware when you leave the Services and to read the terms and conditions and privacy policy of each third party website or service that you visit or utilize.

Course Hero has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any third party websites or by any third party that you interact with through the Services. In addition, Course Hero will not and cannot monitor, verify, censor or edit the content of any third party site or service. By using the Services, you release and hold us harmless from any and all liability arising from your use of any third party website or service.

Your interactions with organizations and/or individuals found on or through the Services, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. You agree that Course Hero shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.

If there is a dispute between Users on this site, or between Users and any third party, you agree that Course Hero is under no obligation to become involved. In the event that you have a dispute with one or more other Users, you release Course Hero, its officers, employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or

unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our Services. If you are a California resident, you shall and hereby do waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

3. WHAT ARE THE RIGHTS AND OBLIGATIONS SPECIFIC TO TUTORS?

In addition to the above obligations applicable to all Users, you agree to the below terms if you sign up as a Tutor through the Services.

- You have read and agree to our pricing information and policy (found [here](#)), which may be updated from time to time upon prior written notice to you.
- You have the required qualifications, credentials and expertise to teach and offer the courses, instruction and materials you sign up to provide, and that any credentials you post are accurate, truthful, complete, and not misleading;
- You will not use the Services for any business other than for providing tutoring, teaching and instructional services to registered Users;
- You will act as freelancers and not an employee or agent of Course Hero;
- You will not engage in any activity that will require Course Hero to obtain any licenses from or pay any royalties to any third party, including, by way of example and not limitation, the payment of royalties for the public performance of any musical works or sound recordings;
- You will not interfere with or otherwise prevent other Tutors from providing their services or courses;
- You will keep your Submissions up-to-date, and respond to Users seeking your services in a timely fashion, so as to ensure quality of service to Users;
- If you are under the age of 18, but are qualified to be a Tutor, you will obtain parental or legal guardian permission as and when needed, and before registering with the Services; and
- If you are in a jurisdiction where any form of instructing requires a license, credential, certification or other form of governmental or third party license, consent, authorization or permission, you shall not use the Services as a Tutor until such license, consent, authorization or permission has been obtained.

Please also see our [Frequently Asked Questions](#) for more information on how to sign up as a Tutor and for guidelines on submitting Expert Answers and other Tutor materials. We recommend that you read those.

4. OTHER IMPORTANT TERMS

Will Course Hero ever change the Services?

We're always trying to improve the Services, so they may change over time. We may suspend or discontinue any part of the Services, or we may introduce new features or impose limits on certain features or restrict access to parts or all of the Services. We'll try to give you notice when we make a material change to the Services that would adversely affect you, but this isn't always practical. Similarly, we reserve the right to remove any Content from the Services at any time, for any reason (including, but not limited to, if someone alleges you contributed that Content in violation of these Terms), in our sole discretion, and without notice.

Does the Course Hero Service cost anything?

Course Hero offers a free access as well as a paid access to the Services. Each and every paid subscription package requires an upfront and immediate charge to your primary payment method depending on the subscription term that you elect to purchase. For more details on pricing, payment, refunds and what is included in the different levels of access, please see our [Frequently Asked Questions](#).

What if I want to stop using Course Hero?

You're free to do that at any time, by clicking the "delete account" option in your Account Settings. If you delete your account: 1) your account will be removed from the Course Hero platform, but your Submissions will remain in accordance with these Terms (see "[Do I have to grant any licenses to Course Hero or to other Users?](#)" section above); 2) we will not be able to provide you with Services, and you will no longer receive emails from us; and 3) you will not be able to use the email associated with your account with Course Hero again.

You can cancel any ongoing billing through your Account Settings section of the User Dashboard of the Service as further detailed in the [FAQ](#). For any questions, please email us at billing@coursehero.com. Cancellations will be effective within 7 business days. All debts and fees must be paid before cancellation can take effect. Termination of your account does not affect your liability or obligations under the Terms.

Course Hero is also free to terminate (or suspend access to) your use of the Services or your account, for any reason in our discretion, including your breach of these Terms. Course Hero has the sole right to decide whether you are in violation of any of the restrictions set forth in these Terms.

No Refunds

All payments are final and no refunds will be issued except for those refunds issued under [Course Hero's Better Grades Guarantee](#). Additionally, unused Tutor Questions expire upon the expiration or cancellation of the applicable subscription package and cannot be redeemed for cash. For any billing related questions in regards to payment, please contact Customer Service at billing@coursehero.com.

What else do I need to know?

Survival of Terms. Provisions that, by their nature, should survive termination of these Terms shall survive termination. By way of example, all of the following will survive termination: any obligation you have to pay us or indemnify us, any limitations on our liability, any terms regarding ownership of intellectual property rights, and terms regarding disputes between us.

General Disclaimer. The Services provide a marketplace of Users and Tutors. We don't hire or background check Tutors, we aren't responsible for reviewing Content for accuracy, reliability or appropriateness, nor are we responsible or liable for any interactions between Users and Tutors. We are not responsible for disputes, claims, losses, injuries, or damage of any kind that might arise out of or relate to conduct of Users or Tutors, including, but not limited to, any User's reliance upon any information provided by a Tutor. You understand that by using the Services you may be exposed to Content that is offensive, indecent, or objectionable. You hereby agree to hold Course Hero harmless from and against any and all claims that you may have arising out of your access or use of any Content.

I use the Course Hero App available via the Apple App Store – should I know anything about that?

These Terms apply to your use of the Services, including the iOS applications available via the Apple, Inc. ("Apple") App Store (the "Application"), but the following additional terms also apply to the Application:

- a. Both you and Course Hero acknowledge that the Terms are concluded between you and Course Hero only, and not with Apple, and that Apple is not responsible for the Application or the Content;
- b. The Application is licensed to you on a limited, non-exclusive, non-transferrable, non-sublicensable basis, solely to be used in connection with the Services for your private, personal, non-commercial use, subject to all the terms and conditions of these Terms as they are applicable to the Services;
- c. You will only use the Application in connection with an Apple device that you own or control;
- d. You acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application;
- e. In the event of any failure of the Application to conform to any applicable warranty, including those implied by law, you may notify Apple of such failure; upon notification,

Apple's sole warranty obligation to you will be to refund to you the purchase price, if any, of the Application;

- f. You acknowledge and agree that Course Hero, and not Apple, is responsible for addressing any claims you or any third party may have in relation to the Application;
- g. You acknowledge and agree that, in the event of any third party claim that the Application or your possession and use of the Application infringes that third party's intellectual property rights, Course Hero, and not Apple, will be responsible for the investigation, defense, settlement and discharge of any such infringement claim;
- h. You represent and warrant that you are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and that you are not listed on any U.S. Government list of prohibited or restricted parties;
- i. Both you and Course Hero acknowledge and agree that, in your use of the Application, you will comply with any applicable third party terms of agreement which may affect or be affected by such use; and
- j. Both you and Course Hero acknowledge and agree that Apple and Apple's subsidiaries are third party beneficiaries of these Terms, and that upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as the third party beneficiary hereof.

Warranty Disclaimer. Neither Course Hero nor any of its licensors or suppliers makes any representations or warranties concerning any content contained in or accessed through the Services, and we will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in or accessed through the Services. We (and our licensors and suppliers) make no representations or warranties regarding suggestions or recommendations of services or products offered or purchased through the Services. Any Content or Services purchased or offered (whether or not following such recommendations and suggestions) through the Services are provided "AS IS" and without any warranty of any kind from Course Hero or others. THE SERVICES AND CONTENT ARE PROVIDED ON AN "AS-IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Limitation of Liability. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL COURSE HERO (OR ITS LICENSORS OR SUPPLIERS) BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, OR (B) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF (I) \$100 OR (II) THE AMOUNTS PAID BY YOU TO COURSE HERO IN CONNECTION WITH THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THIS APPLICABLE CLAIM, OR (C) ANY MATTER BEYOND OUR REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

Indemnity. You agree to indemnify and hold Course Hero, its affiliates, officers, agents, employees, and partners harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to any third party claims relating to (a) your use of the Services (including any actions taken by a third party using your account), and (b) your violation of these Terms. In the event of such a claim, suit, or action ("Claim"), if you have an account, we will attempt to provide notice of the Claim to the contact information we have for your account (provided that failure to deliver such notice shall not eliminate or reduce your indemnification obligations hereunder).

Assignment. You may not assign, delegate or transfer these Terms or your rights or obligations hereunder, or your Services account, in any way (by operation of law or otherwise) without Course Hero's prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.

Choice of Law; Arbitration. These Terms are governed by and will be construed under the laws of the State of California, without regard to the conflicts of laws provisions thereof. Any dispute arising from or relating to the subject matter of these Terms (whether brought against Course Hero or against any director, officer or employee of Course Hero in their personal capacity) shall be finally settled in San Francisco County, California, in English, in accordance with the Streamlined Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with such Rules. Judgment upon the award rendered by such arbitrator may be entered in any court of competent jurisdiction. **ANY ARBITRATION UNDER THESE TERMS WILL TAKE PLACE ON AN INDIVIDUAL BASIS: CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED. YOU UNDERSTAND AND AGREE THAT BY ENTERING INTO THESE TERMS, YOU AND COURSE HERO ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.** Notwithstanding the foregoing obligation to arbitrate disputes, each party shall have the right to pursue injunctive or other equitable relief at any time, from any court of competent jurisdiction. For all purposes of these Terms, the parties consent to exclusive jurisdiction and venue in the state or federal courts located in, respectively, San Mateo County, California, or the Northern District of California.

Miscellaneous. You will be responsible for paying, withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with the Services, provided that Course Hero may, in its sole discretion, do any of the foregoing on your behalf or for itself as it sees fit. The failure of either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable. You and Course Hero agree that these Terms are the complete and exclusive statement of the mutual understanding between you and Course Hero, and that it supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms, and that all modifications to these Terms must be in a writing signed by both parties (except as otherwise provided herein). You hereby acknowledge and agree that you are not an employee, agent, partner or joint venture of Course Hero, and you do not have any authority of any kind to bind Course Hero in any respect whatsoever. Except as expressly set forth in the section above regarding the Apple Application, you and Course Hero agree there are no third party beneficiaries intended under these Terms.

Learn more



[What is the DMCA?](#)



[What is Course Hero's policy on uploading?](#)



[How do I remove content from Course Hero?](#)



[How do I re-add content that was mistakenly removed?](#)

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