

adidas Global Academy Terms of Use

THESE TERMS OF USE FORM A BINDING AGREEMENT BETWEEN ARIZONA STATE UNIVERSITY (“ASU”) AND YOU (“USER”). BY USING ASU’S COMPUTING, INTERNET, AND COMMUNICATION RESOURCES, YOU AGREE TO BE BOUND BY THESE TERMS OF USE. THIS AGREEMENT IS WRITTEN IN ENGLISH (US). TO THE EXTENT ANY TRANSLATED VERSION OF THIS AGREEMENT CONFLICTS WITH THIS ENGLISH VERSION, THIS ENGLISH VERSION CONTROLS.

If you are an EU/UK data subject, please also review ASU’s [Supplemental Privacy Provisions for Persons in the European Union](#). These Supplemental Privacy Provisions provide additional information regarding ASU’s processing of personal data you submit or disclose to ASU (or to third party that transfers it to ASU for processing) while you are in the European Union.

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Company Information

The website under <https://adidasglobalacademy.com> is owned and operated by:

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adidas Global Academy (“AGA”) is powered by Arizona State University (“ASU”) and managed by EdPlus at Arizona State University in Scottsdale, Arizona, U.S.A.

Statement of Rights and Responsibilities

This Statement of Rights and Responsibilities ("Statement" or "Terms") is our terms of servicethat governs our relationship with users and others who interact with adidas Global Academy (the “Program”).

By using or accessing adidas Global Academy, you agree to this Statement, as updated from time to time in accordance below, and ASU’s [Terms of Use](#) and [Privacy Statement](#) for its computing, internet, and communication resources. Additionally, you will find resources at the end of this document that help you understand how adidas Global Academy works.

Your privacy is very important to us. We agree to use the personal information that you provide adidas Global Academy in accordance with our Privacy Statement, for purposes related to adidas Global Academy’s program, for data collection about adidas Global Academy and program efficacy for purposes of learning how adidas Global Academy is affecting user populations and groups, and to improve the Program. For more information regarding how ASU collects data from users and how we use it, including disclosure of information to third parties, please see ASU’s [Privacy Statement](#). By providing your personal data to adidas Global Academy, you authorize

and consent to the transmission of this data to third parties, including but not limited to adidas.

Academic Integrity. Academic Integrity is an expectation of all learners in all coursework including discussions, activities, assignments, and assessments. At adidas Global Academy the honors system is employed. This means that learners complete their work independently, unless otherwise noted, and they embody integrity in their coursework at all times. Also, if the work of others is referenced, quoted, or paraphrased, in part or in full, credit and source citations must be provided by learners. By accepting the adidas Global Academy Terms of Use, you, as a learner, agree to complete all coursework with full integrity.

Enrollment Sponsors. ASU may share information provided by you with your employer, government programs, institutions, or other enterprises that sponsor your enrollment in a course for training or other educational purposes. If an entity pays for or otherwise sponsors your course or program participation, ASU will share information with the entity as needed to confirm your enrollment, participation, progress, and completion status in that course. You authorize and consent to the transmission of this data to third parties, including but not limited to the sponsoring entity.

Your Content. You are solely responsible for, your posts on adidas Global Academy, including in public forums. You can control how some of the content and your posts are shared in your settings on the learning management system.

For content that is covered by intellectual property rights, like photos and videos (“IP content”), you specifically give us the following permissions: you grant ASU a non-exclusive, transferable, sub-licensable, royalty-free, worldwide, perpetual, license to use any IP content that you post on or in connection with adidas Global Academy (“IP License”) throughout the universe, in any and all media, for all purposes related to the operation and administration of the Program and for providing services to users or ASU students.

We always appreciate your feedback or other suggestions about adidas Global Academy, but you understand and agree that we may use them without any obligation to compensate you for them (just as you have no obligation to offer them).

Prohibited Uses

We do our best to keep adidas Global Academy safe, but we cannot guarantee it. We need your help to keep adidas Global Academy safe, which includes the following commitments by you:

- You will not use the adidas Global Academy for any unlawful communications, including threats of violence, obscenity, child pornography, or harassing communications.
- You will not post unauthorized commercial communications (such as spam) on adidas Global Academy.
- You will not collect users' content or information, or otherwise access adidas Global Academy, using automated means (such as harvesting bots, robots, spiders, or scrapers) without our express prior written permission.

- You will not engage in unlawful multi-level marketing, such as a pyramid scheme, on adidas Global Academy.
- You will not upload viruses or other malicious code.
- You will not solicit login information or access an account belonging to someone else.
- You will not bully, intimidate, or harass any user.
- You will not post content that is: harassing, threatening, illegally discriminatory, sexually explicit or pornographic; violent; or contains nudity or graphic or gratuitous violence or condones or advocates the use of alcohol or illegal drugs or controlled substances.
- You will not use the adidas Global Academy for private business or commercial activities, or for fund-raising or advertising on behalf of non-ASU organizations.
- You will not use adidas Global Academy to do anything unlawful, misleading, malicious, or discriminatory.
- You will not do anything that could disable, overburden, or impair the proper working or appearance of adidas Global Academy, such as a denial of service attack or interference with page rendering or other adidas Global Academy functionality.
- You will not facilitate or encourage any violations of this Statement or ASU policies.
- You will not engage in unauthorized use of ASU's trademarks or logos or other protected trademarks and logos.
- You agree to comply with the Arizona Board of Regents Code of Conduct and all policies, procedures and instructions from adidas Global Academy related to the use of the adidas Global Academy system and participation in the adidas Global Academy program.

Registration and Account Security

adidas Global Academy users provide their real names and information, and we need your help to keep it that way. Here are some commitments you make to us relating to registering and maintaining the security of your account:

- You will not provide any false personal information on adidas Global Academy, or create an account for anyone other than yourself without permission.
- You will not create more than one personal account.
- If we disable your account, you will not create another one without our permission.
- You will not use adidas Global Academy if you are under 13.
- You will not share your password (or in the case of developers, your secret key), let anyone else access your account, or do anything else that might jeopardize the security of your account.
- You will not transfer your account (including any Page or application you administer) to anyone without first getting our written permission.
- If you select a username or similar identifier for your account or Page, we reserve the right to remove or reclaim it if we believe it is appropriate (such as when a trademark owner complains about a username that does not closely relate to a user's actual name).
- You will not misrepresent or forge the identity of the sender or the source of an electronic communication.
- You will not attempt to acquire and use passwords of other users.
- You will not alter the content of a message originating from another person or computer.

- You will not modify or delete another person's files, account, or postings.

Protecting Other People's Rights

We respect other people's rights, and expect you to do the same.

You will not post content or take any action on adidas Global Academy that infringes or violates someone else's rights or otherwise violates the law.

We can remove any content or information you post on adidas Global Academy if we believe that it violates this Statement or our policies.

If we remove your content for infringing someone else's copyright and you believe we removed it by mistake, you will have the opportunity to request that it be restored.

If you repeatedly violate the Statement of Rights and Responsibilities or any other adidas Global Academy rules, policies or procedures, we may suspend or terminate your account.

You will not use our copyrights or trademarks or any confusingly similar marks, except as expressly permitted by our Brand Usage Guidelines or with our prior written permission.

You will not post anyone's identification documents or sensitive financial information on adidas Global Academy.

You agree to abide by all applicable Federal, State, Local, Arizona Board of Regents and Arizona State University laws, rules, regulations, policies, protocols and procedures.

Amendments

You will be provided notice of any changes to this Statement.

Your continued use of adidas Global Academy following changes to our Terms constitutes your acceptance of our amended Terms.

Termination

adidas Global Academy reserves the right to terminate or suspend access to all or part of adidas Global Academy in the event of any violation of this Statement or if, in its sole judgment, it determines that it is necessary and appropriate to do so for any purpose, including system maintenance, safety, security, or violations of adidas Global Academy policies or procedures. We will take reasonable efforts to notify you by email or at the next time you attempt to access your account of any such suspension or termination. You may also delete your account or disable your application at any time.

Disputes

Arbitration. The parties agree to arbitrate disputes filed in Arizona Superior Court that are subject to mandatory arbitration pursuant to ARS § 12-133. 48. You will resolve any other claim, cause of

action or dispute (claim) you have with us arising out of or relating to this Statement or adidas Global Academy exclusively in a state or federal court located in Maricopa County, State of Arizona.

If anyone brings a claim against us related to your actions, content or information on adidas Global Academy, you will indemnify and hold us harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim. Although we provide rules for user conduct, we do not control or direct users' actions on adidas Global Academy and you understand and agree that we are not responsible for the content or information users transmit or share on adidas Global Academy. We are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content or information you may encounter on adidas Global Academy. We are not responsible for the conduct, whether online or offline, or any user of adidas Global Academy.

WE TRY TO KEEP adidas GLOBAL ACADEMY, BUG-FREE, AND SAFE, BUT YOU USE IT AT YOUR OWN RISK. WE ARE PROVIDING adidas GLOBAL ACADEMY AS IS, WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT adidas GLOBAL ACADEMY WILL ALWAYS BE SAFE, SECURE OR ERROR-FREE OR THAT adidas GLOBAL ACADEMY WILL ALWAYS FUNCTION WITHOUT DISRUPTIONS, DELAYS OR IMPERFECTIONS. adidas GLOBAL ACADEMY IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES, AND YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES.

Definitions

By "adidas Global Academy" we mean the features and services we make available, including through (a) our website at adidasglobalacademy.com and any other adidas Global Academy, ASU branded or co-branded websites (including sub-domains, international versions, widgets, and mobile versions); (b) our Platform; (c) other media, software (such as a toolbar), devices, or networks now existing or later developed.

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