Learning Experience Platform Policies

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Terms of Service

Welcome to the Learner Experience Platform (“LXP”). Please read these Terms of Service ("TOS") and Honor Code prior to registering for an LXP account or using any portion of the LXP website or mobile applications listed below (collectively, the "LXP Site," which consists of all content and pages located within the LXP web domains and all LXP mobile applications), or any other websites, applications, programs or online or mobile products or services offered by LXP (collectively, the ”Services”). The term “Services” includes the LXP Site and all content and pages located within and accessible via the LXP Site, as well as any functions, platforms, forums, chat rooms, directories and other electronic services available via the LXP Site, as they may be modified over time. These TOS and the Honor Code that follows are agreements (the “Agreements”) between you and us. By using the LXP Site, you accept and agree to be legally bound by the Agreements, whether or not you are a registered user. Please also read the Privacy Notice for the LXP Site before you use any portion of the LXP Site. The Privacy Notice describes how your personal data is collected and processed when you use the LXP Site. If you do not understand or do not wish to be bound by the terms of the Agreements or Privacy Notice, you should not use the LXP Site.

As used in these TOS, unless otherwise expressly stated, “we,” “us,” “our,” “Harvard,” and “LXP” refer to the President and Fellows of Harvard College acting through any of its Schools, units, divisions or departments offering programs or services on the LXP Site. The terms “you,” “your,” and “yours” refer to you as the individual or organization accessing or using the Services. “User” means anyone accessing the LXP Site, including both unregistered and registered users.

LXP reserves the right to modify these TOS at any time without advance notice. Any changes to these TOS will be effective immediately upon posting on this page, with an updated effective date. By accessing the LXP Site after any changes have been made, you signify your agreement on a prospective basis to the modified TOS and all of the changes. Be sure to return to this page periodically to ensure familiarity with the most current version of these TOS.

Any version of these TOS in a language other than English is provided for convenience and you understand and agree that the English language version will control if there is any conflict.

These TOS are organized as follows:

- Who may use LXP Services
- Course Policies: General Course Policies, Accessibility and Accommodations, Payment Policies and Financial Assistance, and Discounts
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- Additional Terms

Who May Use LXP Services

Any use or access by anyone under the age of 13 is strictly prohibited.

Account registration and participation in any program or other Service is generally restricted to those individuals 18 years of age or older who are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations and warranties herein. Individuals under 18 years of age but 13 years of age or older may be able to register for an account and participate in certain programs or Services in limited instances in our discretion. In those cases, we may have additional requirements for registration or access, including, for example, approval of a parent or other authorized person. By registering for or participating in a program or Service, you hereby represent that (i) you are 18 years of age or older and have the authority and legal capacity to enter into the Agreements, or (ii) you are 13 years of age or older, you are only registering for or accessing a program or Service that we have expressly allowed people between 13 and 18 years of age to register for or access, and all additional requirements (such as parental approval) that we have established for registration or access by such people have been met. No one under the age of 13 years may participate in any program or download or access any Service. In addition, those who wish to register and participate in any program or other Service must meet any other minimum requirements set forth in the Agreements. programs may have additional eligibility or admission requirements, as specified on the applicable program section of the Services. If you do not qualify or do not agree to these terms, you may not use the Services. Harvard reserves the right to deny admission to any applicant in its discretion.

Course Policies: General Course Policies, Accessibility and Accommodations, Payment Policies and Financial Assistance, and Discounts

For information on the specific course policies of a program associated with the Services, please see the website(s) below, which will be updated from time to time and will include information regarding general course policies, accessibility and accommodations, payment policies and financial assistance, and discounts.

Harvard Online Course Policies
Harvard Business School Online Program Policies

Rules for Online Conduct

You agree that you are responsible for your own use of the LXP Site and for your User Postings. "User Postings" means all content submitted, posted, published, or distributed on the LXP Site by you or other users of the LXP Site, including but not limited to all forum posts, notes, questions, comments, videos, and file uploads. You agree that you will use the LXP Site in compliance with these Agreements, and all applicable local, state, national and international laws, rules and

regulations, including copyright laws, any laws regarding the transmission of technical data exported from your country of residence, and all United States export control laws.

As a condition of your use of the LXP Site, you will not use the LXP Site in any manner intended to damage, disable, overburden, or impair any Harvard server or the network(s) connected to any Harvard server or to interfere with any other party's use and enjoyment of the LXP Site. You may not attempt to gain unauthorized access to the LXP Site, other accounts, computer systems, or networks connected to any Harvard server through hacking, password mining, or any other means. You may not obtain or attempt to obtain any materials or information stored on the LXP Site, its servers, or associated computers through any means not intentionally made available through the LXP Site. If you are a registered user, you will not share your password or let anyone else access or compromise your account.

Furthermore, you agree not to scrape, or otherwise download in bulk, any LXP Site content, including but not limited to a list or directory of users on the system, User Postings or user information, online textbooks, course materials, or trademarks and logos. You agree not to misrepresent or attempt to misrepresent your identity while using the LXP Site (although you may participate in certain activities on the LXP Site anonymously or by using a pseudonym where expressly authorized to do so).

Strictly Prohibited Items

THE FOLLOWING ITEMS ARE STRICTLY PROHIBITED ON THE LXP SITE:

- Content that defames, harasses or threatens others;
- Content that discusses illegal activities with the intent to commit them;
- Content that infringes another's intellectual property, including, but not limited to, copyrights or trademarks;
- Profane, pornographic, obscene, indecent or unlawful content;
- Advertising or any form of commercial solicitation;
- Content related to partisan political activities;
- Viruses, trojan horses, worms, time bombs, corrupted files, malware, spyware, or any other similar software that may damage the operation of another's computer or property; and
- Content that contains intentionally inaccurate information or that is posted with the intent of misleading others (this list, collectively, “Strictly Prohibited Items”).

You may not submit, post, publish, share, or otherwise distribute any of the above Strictly Prohibited Items on or via the LXP Site.

User Accounts

In order to create a user account, you must create and be approved for a Harvard identification such as Harvard Key or HarvardKey Light. To enroll in programs or courses delivered on the LXP Site, you may be asked to provide additional information such as your full legal name, date of birth, and

your country or region of residence. You agree that you will never divulge or share access or access information for your user account with any third party for any reason. You represent that all information provided by you is accurate and current. You agree to maintain and update your information to keep it accurate and current.

Your Right to use Content on the LXP Site

Unless indicated as being in the public domain, the content on the LXP Site is protected by United States and foreign copyright laws. Unless otherwise expressly stated on the LXP Site, the texts, exams, audio, video, images, and other instructional materials provided with the courses and programs offered on the LXP Site are for your personal use in connection with those courses and programs only. You may not use the content for any other purposes, or distribute or make the content available to others, unless you have obtained any required permission from the copyright holder. Some content may be provided via streaming or other means that restrict copying; you may not circumvent those restrictions. Certain reference documents, digital textbooks, articles, and other information on the LXP Site are used with the permission of third parties, and use of that information is subject to certain rules and conditions, which will be posted along with the information. By using the LXP Site, you agree to abide by all such rules and conditions. You agree to retain all copyright and other notices on any content you obtain from the LXP Site. All rights in the LXP Site and its content, if not expressly granted, are reserved.

Please see Harvard's Annual Copyright Disclosure for more details.

Use for Personalization and Pedagogical Improvements

Our goal is to provide current and future visitors to the LXP Site with an excellent educational experience. To further this goal, we sometimes present different users with different versions of course materials and software. We do this to personalize the experience to the individual learner (to assess the learner's level of ability and learning style, and present materials best suited to the learner), to improve our understanding of the learning process, and to evaluate and improve the effectiveness of our course materials, platform features, and offerings. We may publish or otherwise publicize results from this process, but, unless otherwise permitted under the Privacy Notice, those publications or public disclosures will not include your personal information.

User Postings

User Postings Representations and Warranties

By submitting or distributing your User Postings, you affirm, represent, and warrant (1) that you have the necessary rights, licenses, consents, and/or permissions to reproduce and publish the User Postings and to authorize LXP and its users to reproduce, modify, publish, and otherwise use and distribute your User Postings in a manner consistent with the licenses granted by you below, and (2) that neither your submission of your User Postings nor the exercise of the licenses granted below will infringe or violate the rights of any third party. You, and not LXP, are solely responsible for your User Postings and the consequences of posting or publishing them.

License Grant to LXP

By submitting or distributing your User Postings, you hereby grant to LXP a worldwide, non-exclusive, transferable, assignable, sublicensable, fully paid-up, royalty-free, perpetual, irrevocable right and license to host, transfer, display, perform, reproduce, modify, distribute, redistribute, relicense, and otherwise use, make available, and exploit your User Postings, in whole or in part, in any form and in any media formats and through any media channels (now known or hereafter developed).

No Other Enrollment

Solely as a result of enrolling in or completing a course or program provided by through LXP: (1) you will not be an applicant for admission to, or enrolled in, any degree or other credit- or credential-bearing program of Harvard; and (2) you will not be entitled to use any of the resources of Harvard beyond the online courses or programs provided on the LXP Site and will not be eligible to receive student privileges or benefits provided to students enrolled in degree or other credit- or credential-bearing programs of Harvard.

Trademarks

Use of Names, Trademarks, and Service Marks

The names "LXP," "Harvard" and any other name, logo, seal, insignia, trademark or servicemark that identifies Harvard or any Harvard school, unit, division or affiliate ("Marks") are the property of President and Fellows of Harvard College and are protected under United States and foreign laws. You may not use any of these Marks, or any variations thereof, without the prior written consent of the Harvard Trademark Program. You may not use any of these Marks, or any variations thereof, for promotional purposes, or in any way that deliberately or inadvertently claims, suggests or gives the appearance or impression of an endorsement by Harvard.

Nothing contained on the LXP Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Mark displayed on the LXP Site.

Digital Millennium Copyright Act

Copyright owners who believe their material has been infringed on the LXP Site should contact Harvard's designated copyright agent at dmca@harvard.edu.

The Digital Millennium Copyright Act requires that all infringement claims must be in writing. Notification must include the following information:

- A physical or electronic signature of the copyright owner or the person authorized to act on its behalf;

- A description of the copyrighted work claimed to have been infringed;
- A description of the infringing material and information reasonably sufficient to permit Harvard to locate the material (e.g., URL);
- Information for us to be able to contact the complaining party, including the complaining party's address, telephone number, and email;
- A statement by the complaining party that they have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and, under the pains and penalties of perjury, that the complaining party is authorized to act on behalf of the copyright owner.

Disclaimers of Warranty / Limitations of Liabilities

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL PROGRAMS AND SERVICES (AS DEFINED AT THE OUTSET OF THESE TERMS OF USE) AND ANY RELATED INFORMATION OR PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND (EXPRESS, IMPLIED OR OTHERWISE), INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. LXP DOES NOT WARRANT THAT ANY SERVICE WILL OPERATE IN AN UNINTERRUPTED OR ERROR-FREE MANNER OR THAT THE ANY SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WITHOUT LIMITING THE FOREGOING, LXP DOES NOT WARRANT THAT (A) THE PROGRAMS OR SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS OR ACHIEVE THE INTENDED PURPOSES, (B) THE PROGRAMS OR SERVICES WILL NOT EXPERIENCE OUTAGES OR OTHERWISE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, (C) THE PROGRAMS, SERVICES OR INFORMATION OBTAINED THROUGH OR FROM THE PROGRAMS OR SERVICES WILL BE ACCURATE, COMPLETE, CURRENT, ERROR-FREE, SECURE OR RELIABLE, OR (D) ANY DEFECTS IN OR ON THE PROGRAMS OR SERVICES WILL BE CORRECTED. LXP MAKES NO REPRESENTATION REGARDING YOUR ABILITY TO TRANSMIT AND RECEIVE INFORMATION FROM OR THROUGH THE SERVICES, AND YOU AGREE AND ACKNOWLEDGE THAT YOUR ABILITY TO ACCESS THE PROGRAMS AND SERVICES MAY BE IMPAIRED.

EXCEPT INSOFAR AS THE FOLLOWING LIMITATION MAY BE PROHIBITED BY APPLICABLE LAW, LXP SHALL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, SPECIAL OR INCIDENTAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR EARNING POWER, LOSS OF DATA, LOSSES DUE TO ERRORS OR INTERRUPTION IN AVAILABILITY OF ANY SERVICES, UNAVAILABILITY OF ANY PROGRAM, SERVER OR COMMUNICATIONS FACILITY, OR DAMAGES DUE TO ACTS OR OMISSIONS OF OTHERS USING ANY SERVICE OR PARTICIPATING IN A PROGRAM), ARISING OUT OF OR RELATING TO THE AGREEMENTS, THE SERVICES OR THE PROGRAMS, INCLUDING WITHOUT LIMITATION YOUR AND OTHERS' USE OF OR INABILITY TO USE ANY SERVICE, OR

YOUR PARTICIPATION IN ANY PROGRAM, OR YOUR SUBMISSION OR USE OF USER CONTENT, OR OTHERS' USE OF YOUR USER CONTENT, OR YOUR INTERACTION WITH OTHER PROGRAM PARTICIPANTS (WHETHER ONLINE OR IN PERSON), OR YOUR RELIANCE UPON INFORMATION OBTAINED FROM OR THROUGH ANY PROGRAM OR SERVICE, WHETHER BASED IN CONTRACT, TORT, STATUTORY OR OTHER LAW. LXP'S TOTAL CUMULATIVE LIABILITY TO YOU ARISING OUT OF OR RELATED TO THE AGREEMENTS, THE SERVICES OR THE PROGRAMS (INCLUDING, WITHOUT LIMITATION, IN THE WAYS DESCRIBED IN THE PRECEDING SENTENCE), WHETHER BASED IN CONTRACT, TORT, STATUTORY OR OTHER LAW, WILL NOT EXCEED THE GREATER OF (1) THE TOTAL AMOUNT OF FEES RECEIVED BY LXP FROM YOU OR ON YOUR BEHALF FOR OR IN CONNECTION WITH THE SERVICES AND ANY PROGRAMS IN ANY TWELVE MONTH PERIOD OR (2) U.S. $100. THE DISCLAIMERS AND LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHETHER OR NOT LXP HAS BEEN NEGLIGENT OR OTHERWISE AT FAULT.

YOU ACKNOWLEDGE AND AGREE THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH IN THESE TERMS OF USE REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND LXP, AND THAT THESE LIMITATIONS ARE ESSENTIAL TO LXP'S WILLINGNESS TO MAKE THE SERVICE AND PROGRAMS AVAILABLE TO YOU. EACH OF THESE DISCLAIMERS AND LIMITATIONS IS INTENDED TO BE SEPARATELY ENFORCEABLE, REGARDLESS OF WHETHER ANY OTHER REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

FOR PURPOSES OF THE FOREGOING DISCLAIMERS AND LIMITATIONS, AS WELL AS THE INDEMNIFICATION BELOW, "LXP" INCLUDES THE CORPORATE BODY PRESIDENT AND FELLOWS OF HARVARD COLLEGE, ALSO KNOWN AS HARVARD UNIVERSITY, AND ITS VARIOUS SCHOOLS AND UNITS, THE MEMBERS OF ITS GOVERNING BOARDS, AND ITS OFFICERS, FACULTY MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS, AND REPRESENTATIVES.

CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THE LAWS OR REGULATIONS OF THESE JURISDICTIONS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

User Postings Disclaimer

You understand that when using the LXP Site you will be exposed to User Postings from a variety of sources and that LXP is not responsible for the accuracy, usefulness, reliability or intellectual property rights of or relating to such User Postings. You further understand and acknowledge that you may be exposed to User Postings that are inaccurate, offensive, defamatory, indecent or objectionable and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against LXP with respect thereto. LXP does not endorse any User Postings or any opinion, recommendation or advice expressed therein. LXP has no obligation to

monitor any User Postings or any other user communications through the LXP Site. However, LXP reserves the right to review User Postings and to exercise its sole discretion to edit or remove, in whole or in part, any User Posting at any time and for any reason. Without limiting the foregoing, upon receiving notice from a user or a content owner that a User Posting allegedly does not conform to these TOS, LXP may investigate the allegation and determine in its sole discretion whether to remove the User Posting, which it reserves the right to do at any time and without notice.

Third-Party Services; Links to Other Websites

The LXP Site and individual courses may be integrated with third-party services or include hyperlinks to websites maintained or controlled by third parties. LXP is not responsible for and does not routinely screen, approve, review or endorse the contents of or use of any of the products or services that may be offered by such third parties. If you decide to access any third- party services or linked third-party websites, you do so at your own risk.

Indemnification

You agree to defend, hold harmless, and indemnify LXP, and its subsidiaries, affiliates, officers, faculty, students, fellows, governing board members, agents and employees from and against any third-party claims, actions, or demands arising out of, resulting from or in any way related to your use of the LXP Site, including any liability or expense arising from any and all claims, losses, damages (actual and consequential), suits, judgments, litigation costs, and attorneys' fees, of every kind and nature. In such a case, LXP will provide you with written notice of such claim, suit, or action.

Additional Terms

Termination Rights; Discontinuation of Courses and Content

You agree that LXP, in its sole discretion, may terminate your use of the LXP Site and Services, for any reason or no reason, and that LXP shall not have any liability to you for any such action. Termination does not give rise to any right to any grievance or other resolution process for student disputes at Harvard. Without limiting any of LXP’s other rights or remedies, it is LXP’s policy to terminate in appropriate circumstances the accounts of users of the LXP Site who are repeat copyright infringers. LXP reserves the right at any time in its sole discretion to cancel, delay, reschedule or alter the format of any course offered on the LXP Site, or to cease providing any part or all of the LXP Site content or Services, and you agree that LXP will have no liability to you for such an action. If you no longer desire to participate in the LXP Site, you may terminate your participation at any time. The rights granted to you hereunder will terminate upon any termination of your right to use the LXP Site and Services, but the other provisions of the Agreements will survive any such termination.

Entire Agreement

The Agreements constitute the entire agreement between you and LXP with respect to your use of the LXP Site, superseding any prior agreements between you and LXP regarding your use of the LXP Site. Some terms applicable to your application for a User Account or your use of a Service may be provided to you at the time of application or access or on Service-specific web pages. Those additional terms may include, among other things, terms relating to the act of registering or Service requirements. Your registration or participation also shall be subject to compliance with those additional terms.

Waiver and Severability

The failure of LXP to exercise or enforce any right or provision of the Agreements shall not constitute a waiver of such right or provision. If any provision of the Agreements is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision and the other provisions of the Agreements shall remain in full force and effect.

Choice of Law/Forum Selection

You agree that the Agreements and any claim or dispute arising out of or relating to the Agreements or any content or Service obtained from or through the LXP Site will be governed by the laws of the Commonwealth of Massachusetts, excluding its conflicts of law provisions. You agree that all such claims and disputes will be heard and resolved exclusively in the federal or state courts located in and serving Cambridge, Massachusetts, U.S.A. You consent to the personal jurisdiction of those courts over you for this purpose, and you waive and agree not to assert any objection to such proceedings in those courts (including any defense or objection of lack of proper jurisdiction or venue or inconvenience of forum).

Terms of Service Last Updated: November 22, 2024

Learning Experience Platform Sites

- author.harvardonline.harvard.edu
- enroll.harvardonline.harvard.edu
- learn.harvardonline.harvard.edu
- hub.harvardonline.harvard.edu
- adminportal.harvardonline.harvard.edu
- lxp.lightning.force.com

Learning Experience Platform Sites Last Updated: November 22, 2024

Honor Code

By enrolling in a course on LXP, you are joining a community of learners. The aspiration of LXP is to provide our learners with an excellent educational experience. You are a part of the community that will help LXP achieve this goal. LXP depends upon your motivation to learn the material and to do so with honesty and academic integrity. In order to participate in LXP, you must agree to the Honor Code below and any additional terms specific to a course or program. This Honor Code, and any additional terms, will be posted on each course website.

Honor Code Pledge

By enrolling in an LXP course or program, I agree that I will:

- Complete all activities on my own and submit only my own work, unless collaboration is explicitly permitted.
- Not make solutions to activities available to anyone else (except to the extent an activity explicitly permits sharing solutions).
- Maintain only one user account, unless LXP has approved the use of a separate user account in connection with an employer-sponsored or university-sponsored program.
- Not let anyone else use my username and/or password.
- Not engage in any activity that would dishonestly improve my results, or improve or hurt the results of others.
- Not post answers to problems that are being used to assess learner performance.

Violations

If you are found in violation of the Terms of Service or Honor Code, you may be subject to one or more of the following actions:

- Receiving a zero or no credit for an assignment;
- Having any certificate earned in the course or program withheld or revoked;
- Being unenrolled from a course or program; or
- Termination of your use of the LXP Site and Services.
- Additional actions may be taken at the sole discretion of LXP course providers.

Honor Code violations will be determined at the sole discretion of LXP and its course providers. You will be notified if a determination has been made that you have violated this Honor Code and you will be informed of the corresponding action to be taken as a result of the violation.

Changing the Honor Code

Please note that we review and may make changes to this Honor Code from time to time. Any

changes to this Honor Code will be effective immediately upon posting on this page, with an updated effective date. By accessing the LXP Site after any changes have been made, you signify your agreement on a prospective basis to the modified Honor Code and any changes contained therein. Be sure to return to this page periodically to ensure familiarity with the most current version of this Honor Code.

Honor Code Last Updated: October 19, 2026

Privacy Notice

This Privacy Notice ("Notice") explains the data privacy practices of the Learner Experience Platform ("LXP") in connection with your use of the LXP Site and other LXP Services. The LXP Services are defined in our Terms of Service. Capitalized terms contained but not otherwise defined in this Notice have the meanings provided in our Terms of Service.

Although LXP is a platform operated by Harvard University, this Notice does not apply to information that you may provide to Harvard University or other Harvard University units independently of the LXP Site and Services.

Your use of our Services is subject to the LXP Terms of Service. Additional terms may apply for specific Services. If such terms apply, they will control over any conflicting terms in this Notice to the extent permitted under applicable law.

The information you provide to LXP allows us to provide you with access to the LXP Site, to provide the Services to you, to administer the LXP Site, and to keep you updated on services we provide.

By accessing or using our Services, you agree to our collection and use of information in accordance with this Notice.

REGIONAL PRIVACY POLICY DISCLOSURE: If you are located in certain specific regions (such as the European Economic Area, the United Kingdom, or Switzerland) which have enacted a personal data protection law, please click here for additional privacy disclosures that may apply to you.

Information We May Collect and From Whom

We collect information, including personal data, when you sign up for a user account, download an application, participate in our online courses or programs, or otherwise communicate with LXP. Personal data is any information that can be used to identify you. Personal data we collect may include:

- **Contact Information** such as full name and email address.
- **Account Information** such as username and password.
- **Educational Information** such as student identification number, courses taken and currently registered for, course progress, and course grade.
- **Online and Electronic Information** such as browser ID, browser type, device ID, device type, operating system, network carrier or data providers, and IP address.
- **Usage Data** such as cookies, content viewed or posted, frequency of visits, other Website browsing information, and preferences.

Sources of Information

We may receive information directly from you or from third parties such as your educational institution if you are enrolled in our Services through or in connection with an organizational agreement.

How We May Use Your Information

We may use your personal data:

- To deliver, develop, analyze, support, secure, and improve the LXP Site and Services.
- To send you notices, updates, announcements, communications, and marketing and promotional content (whether by email, phone, pop up notifications, or other similar methods) about the Services or other programs, services, products, events, opportunities or activities offered through the LXP Site, or by a Harvard school or Harvard University, or selected educational or business partners, that may be of interest to you.
- To authenticate your identity.
- To perform research (such as academic research).
- To assess admissions criteria and analyze individual and aggregate progress, performance, and completion of the Services.
- To achieve any purpose to which you have consented at the point of collection of information or at another time.
- To establish, exercise, or defend our legal rights, for example in connection with threatened or pending litigation or claims or to enforce our contractual or other rights.
- To aggregate and/or de-identify your personal data so that the information can no longer be linked to you or your device. We may use the aggregated and/or de-identified information for any purpose, including without limitation for research and marketing purposes, and may also share such data with any third parties, including advertisers, promotional partners, and sponsors.
- To achieve any purpose described elsewhere in this Notice, to respond to inquiries, and in accordance with our legal obligations (including, without limitation, disclosures permitted under the Family Educational Rights and Privacy Act and the Family Educational Rights and Privacy regulations (collectively, "FERPA"), to the extent FERPA applies to the information).

Information Sharing

We share your personal data with your consent or as necessary to provide a Service you have requested. For example, we share some of your information with faculty and staff in connection with your program, and other participants in your program can view your profile and your comments in, for example, social and peer learning environments. We also share with a limited number of third-party contractors who perform certain functions on our behalf.

Comments or other information posted or contributed by you to any part of a Service designed to

be visible to the public or to other LXP participants may be viewed and downloaded by others who use or access the Service. Please bear this in mind when you post such comments or other information.

We may, for example, share information under the following circumstances:

- To provide or conduct the Services by sharing submissions, such as posted data referenced above, with other participants in an LXP program or other Services in which you are participating.
- If the Services you use are subject to FERPA, we may disclose information consistent with FERPA to the extent FERPA applies.
- To share information with a collaborating educational institution with which you are associated, regarding participation in the Services.
- To share information provided by you or collected about you via the Services within Harvard University to provide the Services.
- To report to your company, organization or educational institution on your progress and participation in a Service if your participation in the Service is sponsored by your company, organization or educational institution, and if you have so consented or we are otherwise permitted to do so.
- To enable LXP, either directly or through third parties, to conduct marketing and advertising activities (such as interest-based advertising).
- To share aggregated, anonymized, or de-identified information with the public and with third parties, including but not limited to researchers and business partners.
- To enable service providers or contractors to perform certain functions on our behalf, including, without limitation, analytics and information processing; processing transactions; providing, operating, securing, or administering the LXP Site or a Service or part of them; providing or updating content for the LXP Site or any of the Services; or in connection with other aspects of our Services.
- In accordance with your consent.
- To share your personal data with third parties or with the public, in ways not otherwise set forth under this Notice, if (1) we have de-identified the information or (2) we otherwise are permitted to disclose your personal data under FERPA to the extent FERPA applies.
- To satisfy any applicable law, regulation, legal process or governmental request; investigate compliance with or enforce our Terms of Use and this Notice; detect, prevent or otherwise address fraud, security or technical issues; or protect, defend or enforce the operations, property, rights and safety of users, Harvard University, Harvard affiliates, or others.

Cookies

Some personal information may be collected through cookies, pixel tags, scripts, log files, web beacons and other similar technologies. We may use cookies and similar technologies to:

- Collect information about participant experience.
- Track information about a user's interactions with a website or Service, including, among other things, which portions or pages of a website or Service were visited, the order in

which they were visited, when they were visited, the user's mouse movements, and which hyperlinks and other user interface controls were used.
- Determine your (or your device or ISP's) non-specific geographic location.
- Collect information regarding your IP address, unique IDs of cookies, unique IDs sent from mobile devices, and other device and electronic information.
- Serve content or advertisements that match your preferred interests.

What are cookies, pixel tags, scripts, log files, web beacons and similar technologies?

These are technologies that record information or perform specific functions when you access or use our Services. The data collected or generated by these technologies helps us perform a variety of functions such as operating the Services, measuring and improving the performance of the Services, understanding your preferences, and delivering content to you. The data files may be placed directly onto your computer or device by your web browser or they might be embedded in a webpage or email that you access.

Cookies are small text files placed on your computer or device that store information about you or your device and that can be accessed by the Services. We may use both "session" cookies and "persistent" cookies. Session cookies expire at the end of your browser session. Persistent cookies are stored in between browser sessions so we can remember your preferences or actions. You should be able to control how and whether cookies will be accepted by your web browser. Most browsers offer instructions on how to configure the browser to reject certain or all cookies. If you reject our cookies, some functions and conveniences of the Services may not work properly. These cookie settings may not work for all browsers or devices. If you access the Website from multiple devices, you may need to update your settings on each individual device.
Third parties may also use Cookies embedded in our websites to collect information about your online activities over time and across different websites you visit. This information may be used by third parties to provide advertising tailored to your interests on other websites, apps and services you visit.

Pixel tags (also called web beacons clear GIFs) are typically invisible tags placed on certain pages of the Services but not on your computer or device. When you access those pages, pixel tags generate a generic notice of your visit. Pixel tags usually work in conjunction with cookies, registering when a particular computer or device visits a particular page. This can help us personalize the presentation of the Services for you. If you turn off cookies, the pixel tag will simply detect an anonymous visit.

Our websites use the following categories of cookies:
- **Required / Strictly Necessary Cookies**: Required cookies are necessary for the operation, maintenance and/or security of our websites.
- **Functionality / Performance Cookies**: Functional and Performance cookies collect information about how visitors use our websites, such as which pages visitors go to most often and if they receive error messages from web pages.
- **Advertising / Targeting Cookies**: These cookies are used to deliver advertising more

relevant to you and your interests. They are also used to limit the number of times you see a certain advertisement as well as help measure the effectiveness of the advertising campaigns. They are usually placed by third-party advertising networks with our permission.

Additional Information on Device and Browser Privacy Controls

For additional opt-out options, please visit the websites below. We do not control these opt-out mechanisms and are not responsible for their operation.

- European Interactive Digital Adverting Alliance (EDAA): www.youronlinechoices.eu and www.edaa.eu
- Digital Advertising Alliance (DAA): www.aboutads.info/choices
- Network Advertising Initiative (NAI): optout.networkadvertising.org

We may use third party analytics such as Google Analytics or similar analytics services. For information on how Google processes and collects information using Google Analytics, please see www.google.com/policies/privacy/partners/, and for how to opt out, please see https://tools.google.com/dlpage/gaoptout.

Do Not Track

Some web browsers may allow you to enable a do-not-track feature that alerts the websites you visit that you do not want your online activities to be tracked. Our websites may not recognize or react in response to do-not-track signals. At present, no generally accepted standards exist on how companies must respond to do-not-track signals. In the event a final standard is established, we will assess and provide an appropriate response to these signals.

Your Choices

Choosing not to share your personal data

You may choose not to volunteer certain personal data. If you choose not to volunteer certain personal data (or ask us to delete it), we may not be able to provide you with our Services or certain functionality of the Website. We will tell you what information you must provide to receive the Service or Website functionality by designating it as required at the time of collection or through other appropriate means.

Marketing Communications and Sharing

You may instruct us not to use your contact information to contact you regarding Services, promotions, surveys and special events that might appeal to your interests using the applicable communication method. Please note that, regardless of your request, we may still use and share certain information as permitted by applicable law. For example, you may not opt out of certain operational or transactional emails, such as those reflecting our relationship or transactions with you, or important notifications regarding the Services we are providing to you. Most browsers and mobile devices offer instructions on how to disable cookies (typically in “Preferences” or

"Settings"). If you disable our cookies, some functions and conveniences of a service may not work properly or at all.

Third-Party Applications and Websites

Our Services may contain links to third party websites or applications, including other content providers as well as certain service providers, such as those who process payments on our behalf. These other websites and applications are not under our control, and you acknowledge and agree that we are not responsible for the collection and use of your information by such websites and applications. This Notice does not apply to third-party websites and applications. We encourage you to be aware when you are redirected to a third-party website or application and to review the privacy policies and terms of use of each website and application you visit and use.

Security

LXP has a program designed to protect personal data in its possession or control. This includes a variety of privacy and security policies, processes and procedures, including administrative, physical and technical measures. Nonetheless, no method of collection, storage or transmission is entirely secure, and we cannot guarantee that our security measures will be effective. The safety and security of your information also depends on you. Where we have given you (or where you have chosen) a password for access to certain parts of the LXP Site or Services, you are responsible for keeping this password confidential. Do not share your password with anyone.

Retention of Your Information

The length of time for which we retain information depends on the purposes for which we collected and used it, requirements of applicable laws, the amount, nature, and sensitivity of the information, the potential risk of harm from unauthorized use or disclosure of the information, the resolution of any pending or threatened disputes, and enforcement of our agreements.

Collection of Data from Children

Our Services are generally not intended for users under the age of 18. From time to time, we may offer certain Services to users under 18 years of age (but 13 years of age or older). In those cases, we may have additional requirements for registration or access to our Services, including, for example, approval of a parent or other authorized person. We do not knowingly collect personal data from children under 13. If we become aware that we have processed personal data of a person under 13 years, a parent or guardian of that child may contact us using the contact information below to request that we delete the information from our records.

Minors who are 13 or over may in some cases have access to our Services. If we request consent for our collection and use of information from minors 13 or over, we provide these individuals with the ability to withdraw their consent. To do so, please submit a request via the support link for the applicable course or program. The applicable support link is accessible from the main learner dashboard for the applicable course or program (https://hub.harvardonline.harvard.edu) via the

linked text “Contact Support”. The “Contact Support” link is also available via the expandable right-hand navigation panel, located directly above the profile settings in the navigation panel. Additionally, minors who are located in California have the right to request that we remove content or information posted on the educational platform by the minor, subject to exceptions. If you wish to request removal of such content or information, please submit a request via the support link for the applicable course or program. Note, removal of the content or information posted on the platform by the child does not ensure complete or comprehensive removal of information we collect. For example, we will retain information about your course performance and information we require for regulatory compliance, among other things.

Changing our Privacy Notice

We may make changes to this Notice at any time. By registering for, accessing or using the LXP Site or any of the Services after any changes have been made, you signify your agreement to the modified Notice and all of the changes, which will be effective immediately unless we notify you of a later effective date. If the changes are not acceptable to you, you should discontinue use of the LXP Site and/or Services.

Contact Us

Please send any questions about this Notice or about our handling of your personal data to viceprovost_learning@harvard.edu.

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