



LinkedIn
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Pricing Valid Through: December 14, 2016

Proposed by:
 Craig Borchardt
 cborchardt@linkedin.com

CONTRACT CONTACT: Kris Amara

Sold to Customer Monterey County Library System

BILL TO: Please review the below Billing details and edit if necessary.

Bill To Doing Business As:

Contact: Kris Amara
 Monterey County Library System
 1590 Moffett St

Address:

City/State/Zip: Salinas CA 93905
Country: United States
Email: amara1km@co.monterey.ca.us

Phone:

By installing here, I agree that the Billing details are current and accurate.

SHIP TO: Monterey County Library System

Ship To Doing Business As:

1590 Moffett St

Salinas, CA 93905

United States

ORDER INFORMATION

Contract #: CS2997168-16

Billing Period: Annually Upfront

Billing Method: Invoice

Billing Instructions:

For Internal Only:

Master Agreement (LSA):

Type: New Business

Rep Region: LDC-NA-US-WST1-GOVT-SNL-HY

Agency Name:

Currency: USD

Customer Requested Start Date*: November 21, 2016

Contract Start Date:

Contract End Date:

***The start date of the services on this Order Form will be the later of the Customer Requested Start Date or the date that the Order Form is fully executed.*

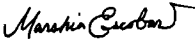
*Renewals Only: Customer may select a later Start Date; however, this will cause a gap in service**

| Product Order Description | Qty | Term (Months) | Notes | Unit List Price | Sales Price | Total |
|--|-----|---------------|-------|-----------------|------------------------------|-------------|
| Product Name: lyndaLibrary Product SKU: LLBXX01-1605 Product Description: Lynda for library customers (English content only). Includes one master admin complimentary user. | 75 | 12 | | \$20,000.00 | \$18,400.00 | \$18,400.00 |
| | | | | | SUB TOTAL | \$18,400.00 |
| | | | | | ESTIMATED TAX* | \$0.00 |
| | | | | | ESTIMATED ORDER TOTAL | \$18,400.00 |

| PURCHASE ORDER INFORMATION | TAX INFORMATION |
|--|--|
| Is a Purchase Order required for the purchase or payment of the products on this order form? Please Enter (Yes or No): If yes, please enter PO Number: Please attach PO here: | Check here if your company is tax exempt: Please attach any/all exemption certifications or email documentation to taxinquiry@linkedin.com . Your order will be taxed using the applicable tax rate for your shipping address. The tax listed on your order form is only an estimate and is calculated on the net price. Your invoice will reflect the final total taxes in effect at the time of invoicing and may differ from the amount listed on this order form. For customers located in AZ, CT, FL, HI, IL, IN, MA, MN, NE, NJ, NY, NC, OH, PA, TN, TX, UT, VT, WA and WI, LinkedIn may be required to charge sales tax on your order pursuant to certain state and local sales tax laws. Any applicable sales tax charges will appear separately on your final invoice. For customers located in other states, your state and/or local government may require you to report your purchase and pay appropriate sales and/or use tax amounts to them directly. |
| PAYMENT OPTIONS <ul style="list-style-type: none"> Customer Payment Terms: 30 Days USA Customers: Check, Credit Card, or Bank Wire Transfer Non-US Customers: Credit Card or Bank Wire Transfer only | |

TERMS

- Services provided under this Order Form will terminate on the expiration date of the Term or the date terminated by either party as provided in the LinkedIn Subscription Agreement. Order forms with contiguous dates will ensure no gap in service.
- Please allow up to 3 business days for account provisioning.
- Add-on Products Orders must end coterminous with the originating contract.
- Future incremental Add-On or Renewal orders will be at list price at time of purchase.
- Customer will have access to the Lynda.com course library. Individual courses that are not part of the course library must be purchased separately for an additional fee. Displaying or publicly performing Lynda.com content in a public setting (including a conference room or classroom) without LinkedIn's prior written consent constitutes an unauthorized use of the content and an infringement of LinkedIn's intellectual property rights.
- LinkedIn may adjust the dates of the Term, without increasing the Total Price, based on the date LinkedIn activates the products above. Any adjustments will be made internally.
- Services provided under this Order Form are provided pursuant to LinkedIn's terms and conditions set forth at: <https://legal.linkedin.com/lsa/public-sector>, the terms of which are incorporated into this Order Form.
- Additional usage terms for Services provided under this Order Form are outlined at: <http://www.lynda.com/solutions/serviceusage>.
- Customer will comply with the Lynda.com Privacy Policy located at <http://www.lynda.com/aboutus/otl-privacy.aspx>.
- If Customer is charging for the Services purchased under this Order Form, LinkedIn will charge Customer's credit card upon receipt of the credit card information.
- If and to the extent Customer provides to LinkedIn any personal data of European Union residents in connection with its use of the Services (not including data provided by members to LinkedIn), LinkedIn Corporation and Customer will comply with standard contractual clauses as set forth at <https://business.linkedin.com/c/15/10/eu-scc>, which are incorporated by reference into the LinkedIn Subscription Agreement.
- Customer User is defined as a Customer designated individual that has (1) registered, received and maintains an Active Customer library card/Customer Account and (2) who resides (maintains a valid address) in Customer's geographical service location.
- If Customer is a school with children in any grade between kindergarten and twelfth grade, or a school district, Customer represents and warrants that it will not allow a child under the age of 13 to access the Lynda.com Service unless Customer has obtained written permission from the child's parent or legal guardian. Customer will promptly provide documentation of the permission upon LinkedIn's request.

| CUSTOMER (or APPROVED AGENCY) | LinkedIn Corporation |
|-------------------------------|---|
| Signature: | Signature:  |
| Name: Kris Amara | Name: Marshia Escobar |
| Title: | Title: Senior Manager, Revenue Recognition |
| Date: | Date: November 14, 2016 |

Except as otherwise provided in the LSA, this is a non-cancelable and non-refundable purchase. I hereby represent that I am an authorized signatory and have read and agreed to the terms of this Order Form.

Legal

LINKEDIN SUBSCRIPTION AGREEMENT

Public Sector

This LinkedIn Subscription Agreement, including its exhibits ("LSA"), governs any ordering document executed by the customer identified in that ordering document ("Customer") and the LinkedIn company identified in that ordering document ("LinkedIn"). This LSA, the applicable ordering document, and any other incorporated terms, comprise the complete understanding between the parties on the subject matter ("Agreement").

This LSA is designed to address the unique concerns of a Public Sector Entity and is not applicable to private entities. "Public Sector Entity" means any federal, state, or local government unit, agency, political subdivision or instrumentality. If Customer is not a Public Sector Entity, then LinkedIn's standard terms and conditions located at: <http://business.linkedin.com/lsa> will supersede this LSA and govern all ordering documents between the parties.

1. ORDERING

1.1 Ordering Services. Customer may access and use the subscription services offered via LinkedIn's websites to the extent and for the term stated in the ordering document ("Services"). Customer may allow its Affiliate to order Services under the terms of this LSA only if Customer informs LinkedIn in writing of the specific Affiliate authorized to do so. That authorized Affiliate will be (a) deemed a "Customer" for that order only; and (b) jointly and severally liable with Customer for its use of the Services and compliance with the Agreement. "Affiliate" means an entity that controls, is controlled by, or is under common control with, a party.

1.2 Payment and Taxes. Customer will pay the fees for the Services in accordance with the payment terms stated in the ordering document. For Services that require payment by credit card, LinkedIn will charge Customer's credit card upon receipt of the credit card information and upon renewals. Customer's purchases are non-cancelable and payment for Services is non-refundable, except as otherwise stated in this LSA. Customer will pay or reimburse LinkedIn for all federal, state, and local taxes, including sales, use, gross receipts, VAT, levy, GST, or similar transaction taxes imposed on Customer's purchase of Services, unless Customer provides LinkedIn with a valid tax exemption certificate. All taxes payable by Customer will be separately stated and exclusive of the fees. Customer will have no liability for taxes that are statutorily imposed on LinkedIn, including taxes or fees measured by LinkedIn's net or gross income.

2. RESPONSIBILITIES

2.1 Use of Services. Customer will use the Services solely for its intended purpose, and as outlined in Exhibit A. Only Customer-designated employees and contractors are authorized to use the Services ("Customer User"). A Customer User must also be a Member when accessing Services through [linkedin.com](https://www.linkedin.com). A "Member" is an individual who signs-up to use LinkedIn's services under LinkedIn's user agreement, currently available at <https://www.linkedin.com/legal/user-agreement>, as amended by LinkedIn from time to time ("User Agreement"). The terms of the User Agreement are incorporated into this LSA. Customer will ensure that Customer Users comply with the User Agreement when using the Service in the capacity as an employee or contractor of Customer, and not when Customer User is using the Service in a personal capacity. Customer may only use the Services for Customer's internal use. Customer will not provide access to the Services to any third party, except that Customer may allow its Affiliates to access and use the Services if Customer is fully liable for its Affiliates' use of the Services and compliance with the Agreement. Customer will notify LinkedIn immediately upon learning of any unauthorized use of the Services or any other breach of security related to the Services. Customer may use information about Members that it collects in connection with its use of the Services only as needed for use of the Services and as expressly permitted in this LSA. LinkedIn may communicate to Customer Users about the Services, including how to use the Services.

2.2 Provision of Services. Customer is responsible for providing LinkedIn with the information necessary for LinkedIn to provide the Services. Customer is solely responsible for the accuracy, quality and legality of such information. If a Service must integrate with third-party systems or applications used by Customer (e.g. an applicant tracking system, "ATS" or a customer relationship management system,

"CRM"), Customer is solely responsible for the integration and related activities. LinkedIn disclaims any and all liability for the use of third-party systems or applications residing outside LinkedIn's systems.

2.3 Handling of Personal Data. If Customer uploads or otherwise provides LinkedIn with Personal Data (defined below) in connection with its use of the Services ("Customer Personal Data"), then LinkedIn, in providing the Services, processes Customer Personal Data on behalf of Customer. Customer is the controller of Customer Personal Data and LinkedIn will process Customer Personal Data (i) in accordance with applicable Data Protection Laws (defined in section 2.4); (ii) in compliance with the written instructions received from Customer including, as applicable, sub-processing as necessary; and (iii) only for the purpose of providing, supporting and improving the Services (including to provide insights and other reporting), using appropriate technical and organizational security measures. "Personal Data" means information about an individual that (a) can be used to identify, contact or locate a specific individual, including data that Customer chooses to provide to LinkedIn from services such as ATSS or CRMs; (b) can be combined with other information that is linked to a specific individual to identify, contact or locate a specific individual; or (c) is defined as "personal data" or "personal information" by applicable laws or regulations relating to the collection, use, storage or disclosure of information about an identifiable individual.

2.4 Compliance with Laws. The parties will comply with all applicable international, federal, state, provincial and local laws relating to (a) corruption practice, bribery, and acts contrary to the public administration including the US Foreign Corrupt Practices Act of 1977, 15 U.S.C. § 78dd-1, et seq.; (b) discrimination against employees or job applicants based on race, color, religion, sex, national origin, veteran status or disability; and (c) the privacy, confidentiality, security and protection of Personal Data including the EU Data Protection Directive 95/46/EC as amended and as implemented in the various European Economic Area countries or any similar and applicable legislation enacted outside of the European Economic Area and security breach notification laws ("Data Protection Laws"). LinkedIn complies with the U.S.-Swiss Safe Harbor Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of Personal Data from Switzerland. With respect to any Customer Personal Data of European Union residents, LinkedIn Corporation (as data importer) and Customer (as data exporter) will comply with the applicable standard contractual clauses located at: <https://business.linkedin.com/c/15/10/eu-scc>. LinkedIn is enrolled in the U.S. Department of Homeland Security's E-Verify program regarding the immigration and employment eligibility of newly hired employees.

3. CONFIDENTIAL INFORMATION

3.1 Definition. "Confidential Information" means any information disclosed under the Agreement that (a) if tangible, is clearly marked as "Confidential" or with a similar designation; (b) if intangible, is identified as "Confidential" by discloser at the time of disclosure and confirmed in writing to recipient as being Confidential Information; or (c) from the relevant circumstances should reasonably be known by recipient to be confidential (e.g. pricing, non-public Personal Data, etc.). Confidential Information does not include any portion of the information that recipient can prove (a) was rightfully known to recipient before receipt from discloser; (b) was generally known to the public on the Effective Date; (c) becomes generally known to the public after the Effective Date, through no fault of recipient; (d) was received by recipient from a third party without any confidentiality obligation; or (e) was independently developed by recipient without breach of this section 3. For Customers located in the United States, LinkedIn acknowledges that Customer is subject to certain mandatory disclosure requirements under applicable federal and state freedom of information laws, including the Freedom of Information Act, 5 U.S.C. § 552, et seq., as amended. For all other Customers, LinkedIn acknowledges that Customer is subject to certain mandatory disclosure requirements under applicable freedom of information laws in Customer's home jurisdiction. Customer acknowledges that certain information provided by LinkedIn during the performance of this Agreement may contain trade secrets and confidential commercial or financial information exempt from the mandatory disclosure requirements under applicable freedom of information laws.

3.2 Limited Use and Non-Disclosure. Recipient will (a) use Confidential Information only for the purposes of furthering the business relationship between the parties; (b) protect Confidential Information using the same degree of care it uses to protect its own confidential information of a like nature, but in no event less than a reasonable degree of care; (c) not disclose Confidential Information to any third party except (1) to Affiliates or employees, consultants, and agents who (i) have a need to know it in order to carry out their obligations under the Agreement, and (ii) are under written confidentiality and non-use obligations at least as restrictive as those stated in this LSA or (2) as required by law; and (d) not modify, reverse engineer, decompile, create other works from, or disassemble any Confidential Information, to the extent applicable, unless authorized in writing by discloser.

4. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

No right, title or interest in any intellectual property right transfers to the other party, except for the limited rights stated in the Agreement. Customer is not obligated to provide LinkedIn or its Affiliates with any suggestions, enhancement requests, or other feedback about the Services or related technology. However, if Customer does provide any feedback to LinkedIn, LinkedIn may use and modify it without any restriction or payment.

5. TERM AND TERMINATION

5.1 Term. This LSA is effective on the date the first ordering document is executed by Customer and LinkedIn ("Effective Date") and remains in effect until terminated.

5.2 Termination and Suspension. Either party may terminate this LSA or an ordering document if the other party materially breaches the Agreement and fails to cure the breach within 30 days after receiving notice of the breach. LinkedIn may suspend Customer's access to the Services if Customer is in breach of the Agreement and the suspension will continue for as long as reasonably necessary for Customer to remedy the breach. If all ordering documents under this LSA have expired or been terminated, then either party may terminate this LSA for convenience by providing written notice to the other party.

5.3 Effect of Termination. Termination of this LSA or an ordering document will not relieve Customer from its obligation to pay LinkedIn any fees stated in an ordering document, excluding termination by Customer for LinkedIn's uncured material breach of this LSA. If Customer terminates this LSA or an ordering document because of LinkedIn's uncured material breach, LinkedIn will refund a pro-rata share of any pre-paid fees under the applicable ordering document. Customer will notify Customer Users that their access to the applicable Services has terminated and LinkedIn may remove or discard all content that Customer uploaded or otherwise made available to LinkedIn in accordance with LinkedIn's policies. Termination of an ordering document does not terminate this LSA; however, termination of this LSA will result in the immediate termination of all ordering documents. The provisions of this LSA that by their nature extend beyond the termination of this LSA will survive termination of this LSA.

6. LIMITED WARRANTY; DISCLAIMER

LinkedIn warrants that the Services will substantially conform to the specifications in the ordering document. LinkedIn makes no other representation or warranty about the Services, including any representation that the Services will be uninterrupted or error-free. To the fullest extent permitted under applicable law, LinkedIn disclaims any implied or statutory warranty, including any implied warranty of title, non-infringement, merchantability or fitness for a particular purpose.

7. LIABILITY

7.1 LinkedIn Liability. LinkedIn will be responsible for any damages resulting from (a) the negligent acts or omissions of LinkedIn, its employees, or agents; and (b) the Services' infringement of a third party's intellectual property right.

7.2 Customer Liability. To the extent legally liable and permitted by law, Customer will be responsible for any damages resulting from (a) the negligent acts or omissions of Customer, its employees, or agents; (b) claims made or brought against LinkedIn by a third party alleging that (i) the Customer Personal Data or LinkedIn's transmission or hosting of the Customer Personal Data infringes or violates the rights of the third party; or (ii) Customer's use of the Services in violation of the Agreement infringes or violates the rights of the third party; or (c) Customer's failure to comply with applicable laws, rules or regulations in its performance under the Agreement.

8. LIMITATION OF LIABILITY

8.1 Damages Waiver. Neither party, including its respective Affiliates, will be liable to the other in connection with the Agreement for lost profits or lost business opportunities, loss of data, or any indirect, incidental, consequential, special or punitive damages.

8.2 Liability Cap. Neither party, including its respective Affiliates, will be liable to the other in connection with the Agreement for an amount that exceeds the total fees paid or payable to LinkedIn during the 12-month period before the event giving rise to the liability. Subject to section 8.3 (b), LinkedIn will not be liable for any unauthorized third party access to Customer's content, data, programs, information, network, or systems (excluding unauthorized third party access directly resulting from the negligent acts or omissions of LinkedIn).

8.3 Exclusions. The limitations of liability stated in sections 8.1 and 8.2, do not apply to a party's (a) confidentiality obligations; (b) liability for fraud, gross negligence or intentional misconduct; (c) liability for death or personal injury; or (d) violation of the other party's intellectual property rights.

8.4 Sovereign Immunity. The parties recognize that Customer is a Public Sector Entity, and nothing in this LSA is intended to waive or diminish Customer's rights under principles of Sovereign Immunity, as established by law.

9. DISPUTE RESOLUTION

The Agreement is governed by the laws of Customer's home jurisdiction. The prevailing party may seek to recover its legal fees and costs. If the Customer is a United Nations program, fund, or specialized agency, then any dispute or claim related to the Agreement, including a claim of breach (unless settled by direct negotiation), will be settled in accordance with the UNCITRAL Arbitration Rules. Any resulting arbitration award will be binding on the parties and final. If during a direct negotiation the parties wish to seek an amicable settlement of the dispute or claim by conciliation, the conciliation will take place in accordance with the UNCITRAL Conciliation Rules.

10. MISCELLANEOUS

If a conflict exists between any of the terms in the Agreement, then this LSA will govern, followed by the ordering document, and then the User Agreement. If a conflict exists between any of the general terms in this LSA and the relevant exhibits, then the exhibits will prevail to the extent of that inconsistency. Neither party relies on any undertaking, promise, assurance, statement, representation, warranty or understanding of any person relating to the subject matter of the Agreement, other than as stated in the Agreement. Notices will be provided in writing and delivered by commercial overnight courier to the address of the other party stated on the ordering document, unless otherwise stated in the Agreement. Notices are effective on the date of delivery as indicated in the records of the courier. The Agreement does not create a partnership, agency relationship, or joint venture between the parties. Neither party has the power or authority to bind the other or to create any obligation or responsibility on behalf of the other. Under no circumstances will any employee of one party be deemed to be the employee of the other. LinkedIn may name Customer as a customer of LinkedIn's in its marketing and promotional materials. Neither party will assign the Agreement in whole or in part without the other party's prior written consent. Any attempted assignment in violation of this restriction is void. The Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. Customer will provide LinkedIn written notification if Customer is purchasing Services through a LinkedIn approved agency. If Customer is an agency binding a client under this LSA, Customer (a) represents and warrants that it has the authority to bind the client under this LSA; (b) will notify LinkedIn in writing of the name and address of its client that will access and use the Services; and (c) remains jointly and severally liable for all of Customer's obligations under the Agreement. If the Agreement is translated into a language other than English, the translation is for convenience only, and the English language version will govern. LinkedIn may remotely monitor Customer's use of the Services to ensure compliance with the Agreement. If any provision of the Agreement is unenforceable, that provision will be modified to render it enforceable to the extent possible to give effect to the parties' intentions and the remaining provisions will not be affected. The parties may amend the Agreement only in a written amendment signed by both parties, except for the User Agreement, which may be modified in accordance with its terms. If this LSA will be executed then it can be executed electronically and in counterparts, each of which is deemed to be an original and together comprise a single document. Each party represents and warrants that the individual binding a party under this LSA is authorized to do so.

Exhibit A

Service-Specific Terms

The following Service-specific terms are in addition to those above and apply to Customer to the extent the specific Service is included in the applicable ordering document. LinkedIn may, in its sole discretion, change, modify, upgrade or discontinue any aspect or feature of a Service in whole or in part.

1. TALENT SERVICES

1.1 Recruiter Service. Customer will use the Recruiter Service (and related services) and information about Members only to recruit individuals to become employees and consultants of Customer or its Affiliates, or, if Customer is an approved agency, only to recruit individuals to become employees and consultants of its clients. An agency is classified as a recruitment process outsourcer for a client of agency, if agency's Customer User uses that client's name, brand, or logo on Customer User's Member profile, profile summary, current employer description, or in messaging in the LinkedIn environment ("RPO"). Agency will inform LinkedIn of its RPO classification with a client and the name of that client (a) before purchasing any Recruiter Service, and (b) upon a change in classification. RPOs must use Recruiter Corporate seats to support a client. RPOs must not use Recruiter Professional or Recruiter Lite seats to support a client. If Customer User is using its client's name, brand, or logo as described above, in conjunction with the RPO's name, brand or logo, then its purchase of Recruiter Corporate is governed by the master subscription agreement between LinkedIn and the RPO. If Customer User is using its client's name, brand, or logo as described above, in place of the RPO's brand or logo, then its purchase of Recruiter Corporate seats is governed by the master subscription agreement between LinkedIn and that client. If Customer stops using the Service, Customer is responsible for downloading any content, data or other information Customer Users uploaded to LinkedIn's system or otherwise provided to LinkedIn. Customer's breach of this section will be deemed a material breach of the Agreement.

1.2 Certification Exam Vouchers. Recruiter Professional Certification Exam Vouchers will be distributed to Customer's designated point of contact stated in the ordering document. Exam Vouchers expire 12 months from the Start Date stated in the ordering document ("Expiration Date"). Exams must be taken on or before the Expiration Date. Customer will not receive any refunds or credits if Customer fails to use Exam Vouchers prior to the Expiration Date. Only Customer's employees or consultants may use Exam Vouchers. Customer is prohibited from reselling Exam Vouchers to any third party. All Exam Vouchers must be redeemed through Webassessor, may only be redeemed once, and may not be applied to exam retakes. Once an exam is scheduled, it can only be rescheduled with at least 72 hours' advance notice via Webassessor and additional fees may apply. To reschedule or cancel scheduled exams outside the 72-hour window, Customer must contact the LinkedIn Help Center. LinkedIn does not guarantee that candidates will pass their exams. If a candidate does not pass their exam and wishes to retake it, Customer must pay additional fees. Government employees (including military employees of public education institutions) are not eligible to purchase Exam Vouchers per government gift and ethics laws.

1.3 Career Pages. All Career page "traffic driver" ad impressions will launch within 90 days from the Start Date in the ordering document, using social ad units and targeting generated by LinkedIn.

1.4 Elevate. Customer will maintain a social media policy and ensure that its personnel comply with the policy. Only Customer's designated curator(s) is/are authorized to post content to the Elevate Service. Customer Users who are not curators may only read and forward content. Customer will ensure that it owns or has the necessary licenses, rights, and consents to the content it posts to the Elevate Service.

1.5 Job Slots. Jobs posted under available Job Slots will expire upon the expiration/termination of the ordering document.

1.6 Referrals. Customer will use the Referrals Service and information about Members only to recruit individuals to become employees and consultants of Customer or its Affiliates. The Referral Service must integrate with Customer's ATS. The Referrals Service will only operate with certain third party ATSs, as specified in the ordering document.

1.7 Talent Analytics and Talent Pools. LinkedIn will provide custom analytics reports derived from aggregating applicable Member's public profile information ("Reports"). LinkedIn, in its sole discretion, may adjust or decline to include certain profile data in the Reports if it deems exposure of the data may compromise the privacy of Members or other LinkedIn customers. Reports are considered delivered on the date the Reports are sent to Customer, even if LinkedIn provides additional analysis of the Reports at a later date (e.g. responses to follow-up questions, modifications, etc.). LinkedIn will not release any underlying LinkedIn data or third party data used to generate Reports. LinkedIn retains ownership of all right, title, and interest to all content included in the Reports (including any associated intellectual property rights). LinkedIn hereby grants Customer a non-exclusive, perpetual, royalty-free, worldwide, non-transferrable, non-sublicensable license to use, distribute, and display the Reports for Customer's internal, non-commercial activity.

1.8 Talent Direct. Each message delivery for InMails requires a minimum of \$15,000 (or equivalent in local currency if your order is in that local currency) for delivery to a maximum of 2500 Members for a single target audience; for clarity, delivery to fewer than 2500 Members, will cost at least \$15,000 and delivery to more than 2500 Members will cost more than \$15,000. If Customer has not chosen a target

audience prior to signing the ordering document, then LinkedIn will suggest two audiences from which Customer may choose.

1.9 Work with Us Ads. Work With Us ads will launch within 3 days from the Start Date in the ordering document using a default ad unit configured by LinkedIn, unless otherwise agreed in writing by LinkedIn. LinkedIn cannot identify all Members at a specific company because of company name inconsistencies. Inconsistencies arise because a Member can fill-out their "Company Name" field by either selecting a company name from a pre-existing list generated by the LinkedIn system or typing in their own custom company name. LinkedIn can only identify Members who have selected a company name from the pre-existing list.

2. SALES SERVICES

Customer may use the Sales Navigator Service only to generate sales leads. Customer will have access to Sales Navigator value-add services for the Term of the ordering document. No refund or credit will be provided if the value-add services are not used during the Term of the ordering document.

3. LEARNING SERVICES

3.1 Lynda.com. Customer will have access to the content on the lynda.com platform only. Customer will designate a single administrator and that administrator will have access to the reporting and management tools. Displaying or performing the content in a public setting, including a conference room or classroom, without LinkedIn's prior written consent, constitutes an unauthorized use of the content and an infringement of LinkedIn's intellectual property rights. Users of the content are subject to the Lynda.com Privacy Policy. Updates to the Lynda.com Privacy Policy are effective immediately upon posting to the website. If Customer is a school with children in any grade between kindergarten and twelfth grade, or a school district, Customer represents and warrants that it will not allow a child under the age of 13 to access the content unless Customer has obtained written permission from the child's parent or legal guardian. Customer will promptly provide documentation of the permission upon LinkedIn's request. These additional Lynda.com Usage Terms apply to Customer's use of the content.

3.2 LinkedIn Learning. Customer will have access to the content on the linkedin.com platform only. Customer will designate a single administrator and that administrator will have access to the reporting and management tools. Displaying or performing the content in a public setting, including a conference room or classroom, without LinkedIn's prior written consent, constitutes an unauthorized use of the content and an infringement of LinkedIn's intellectual property rights. These additional LinkedIn Learning Usage Terms apply to Customer's use of the content.

4. ADDITIONAL REQUIREMENTS

For Recruiter, Referrals, and Sales Navigator Services, Customer (a) will designate in writing one Customer User for each seat it purchases; (b) will promptly provide to and maintain with LinkedIn accurate contact information for each Customer User; and (c) will not, and will not permit a Customer User to, share a Customer User's access to the Services with any other individual. In the event a Customer User ceases employment, takes any type of leave or vacation, or transfers work function, Customer may transfer the Customer User's seat to a different Customer User. LinkedIn reserves the right to limit the number of transfers of each seat. Customer's breach of this section will be deemed a material breach of this LSA.

LinkedIn Confidential and Proprietary
Last Updated: October, 2016/Public sector

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Additional Lynda.com Content Service Terms

The additional terms below pertain to all Lynda content services and are in addition to the terms outlined in the subscription agreement between the parties. These terms apply to the Lynda content services only.

General. LinkedIn will provision the number of seats purchased by Customer. Customer must purchase one seat for each language library. For each language library, each seat is deemed used/active when a Customer User registers to access the Lynda content service. Each Customer User must have a unique identifier for a login, such as a unique email address or IP address. Aliases are not permitted.

Specific. Additional terms pertaining to each Lynda content service product are listed below.

1. **LyndaEnterprise.** One seat = one User; Customer may archive a User's registration once during each 12 month period during the term of the order form if (i) such User does not access LyndaEnterprise but has registered as a User or (ii) such User is no longer an employee of Customer. Customer may reassign that seat that has been surrendered by the archived User to a new User during such 12-month period. Customer may only reinstate such archived User once during such 12-month period during the term of the order form.

2. **LyndaPro.** One seat = one User; For each LyndaPro seat purchased by Customer, each seat may be transferred up to two times to a different Customer User at any time during the term of the order for any reason.

3. **LyndaCampus.** One seat = one User; Customer may archive a User's registration once during each 12 month period during the term of the order form if (i) such User does not access LyndaCampus but has registered as a User or (ii) such User is no longer a student of Customer. Customer may reassign that seat that has been surrendered by the archived User to a new User during such 12-month period. Customer may only reinstate such archived User once during such 12-month period during the term of the order form.

4. **LyndaKiosk.** For each LyndaKiosk seat purchased by Customer, multiple Customer Users may access the Lynda content via the LyndaKiosk during the term of the order, but only one Customer User may access each LyndaKiosk at one time.

5. **LyndaPro GSA.** One seat = one User; For each LyndaPro GSA seat purchased by Customer, each seat may be transferred an unlimited number of times to a different Customer User at any time during the term of the order for any reason. Product only sold to government entities.

If Customer is a K-12 school or a school district, Customer represents and warrants that it will not allow a child under the age of 13 to access the Lynda content services unless Customer has obtained express written permission from the child's parent or legal guardian. If requested, Customer shall provide documentation of such permission.

About Us

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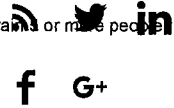
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Effective Date: March 5, 2014



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As announced on April 9, 2015, LinkedIn acquired Lynda.com Inc. As of June 1, 2016, Lynda.com LLC merged into LinkedIn Corporation. The references to Lynda.com Inc. below should be read as references to LinkedIn Corporation.

We are Lynda.com, Inc., located at 6410 Via Real, Carpinteria, CA 93013, USA (referred to as "us", "our", "we", "Company", "Lynda.com"). We are committed to protecting and respecting your privacy. This Privacy Policy describes the types of information we may collect from you or that you may provide to us when you visit the Lynda.com websites located at www.lynda.com, m.lynda.com and www.video2brain.com (the "Websites") or the Lynda.com mobile application ("App") (collectively, the "Services"), and our practices for collecting, using, maintaining, protecting and disclosing such information. This Privacy Policy applies to information we collect: (i) through our Services, (ii) in text and electronic messages between you and our Services, and (iii) via mobile applications you download from our Websites, which provide dedicated non-browser-based interactions between you and our Services. This Privacy Policy does not apply to any information collected by us offline or via third-party sites that may be accessed through hyperlinks on our Services.

Lynda.com has been awarded TRUSTe's Privacy and Children's Privacy Seal signifying that this Privacy Policy and practices of Lynda.com, have been reviewed by TRUSTe for compliance with TRUSTe's Web Privacy and the TRUSTed Cloud Program Requirements including transparency, accountability and choice regarding the collection and use of your personal information. TRUSTe's mission, as an independent third party, is to accelerate online trust among consumers and organizations globally through its leading privacy trustmark and innovative trust solutions. If you have questions or complaints regarding our privacy policy or practices, please contact us at businessaffairs@lynda.com. If you are not satisfied with our response you can contact TRUSTe here.

The TRUSTe program covers information collected through the websites www.lynda.com, m.lynda.com and www.video2brain.com, the Lynda.com mobile application, and the service platform associated with this website.

We self-certify compliance with the following: the U.S. – E.U. Safe Harbor Framework and U.S. – Swiss Safe Harbor Framework as set forth by the U.S. Department of Commerce regarding the collection, use and retention of personal data from European Union member countries and Switzerland. Lynda.com has certified that it adheres to the Safe Harbor Privacy Principles of notice, choice, onward transfer, security, data integrity, access, and enforcement. To learn more about the Safe Harbor program, and to view the Lynda.com certification, please visit <http://www.export.gov/safeharbor>.

Note: The U.S.-E.U. Safe Harbor Framework is no longer recognized as a legal mechanism to transfer personal data from the EU to the US. We use other legal mechanisms, including standard contractual clauses. Lynda.com privacy practices described in this Policy comply with the APEC Cross Border Privacy Rules System.

If contacting us does not resolve your complaint, you may raise your complaint with TRUSTe by Internet here, or by fax at 415-520-3420 or by mail to: TRUSTe Safe Harbor Compliance Dept., click for mailing address. If you are faxing or mailing TRUSTe to lodge a complaint, you must include the following information: the name of company, the alleged privacy violation, your contact information, and whether you would like the particulars of your complaint shared with the company. For information about TRUSTe or the operation of TRUSTe's dispute resolution process, click here or request this information from TRUSTe at any of the addresses listed above. The TRUSTe dispute resolution process shall be conducted in English.

By accessing or using our Services, you agree to this Privacy Policy.

IF YOU DO NOT AGREE TO THIS PRIVACY POLICY, PLEASE DO NOT ACCESS OR USE OUR SERVICES.

Please read the information below:

1. **Information we collect about you**
2. **Where we store data**
3. **How we use your information**
4. **Disclosure of your information**
5. **Updating or correcting your personally identifiable information**
6. **Canceling your account or deleting your personally identifiable information**
7. **Choices regarding control of your personally identifiable information**
8. **Information related to data collected through the Lynda.com platform service**

9. Data Security

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11. Mobile Analytics

Site Links to third party web sites and advertisers

13. Notice to California residents

14. Changes to this Privacy Policy

15. Communities, forums, chat rooms, and message boards

16. Social Media features

17. Gift Certificates

18. How do you contact us with questions?

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1. INFORMATION WE COLLECT ABOUT YOU

We collect several types of information about visitors and/or users of our Services. We may collect this information either directly when you provide it to us or automatically as you navigate through the Websites or App.

(a) **Personally Identifiable Information.** 'Personally Identifiable Information' refers to information by which you may be personally identified, such as your name, email address, or school. We will collect and process such data about you when you register for a Service/create an account, subscribe to a newsletter, submit feedback, enter a contest, fill out a survey, or send us a communication. When ordering products or services on the Websites or App, you may also be asked to provide a credit card number and other payment-related information. You may also provide information to be published or displayed ("**posted**") on public areas of the Websites (such as blogs, forums, message boards, and the like), or transmitted to other users of the Websites using 'sharing' features (**collectively, "User Contributions"**). Your User Contributions are posted and transmitted to others at your own risk. We cannot control the actions of other users of the Websites with whom you may choose to share your User Contributions. Depending upon the activity, some of the information we ask you to provide is identified as mandatory and some as voluntary. If you do not provide the mandatory data with respect to a particular activity, you will not be able to engage in that activity.

We may also collect your Internet Protocol ("IP") address. We use your IP address to diagnose problems with our servers, software, to administer our Services and to gather demographic information.

We do not collect more Personally Identifiable Information than is reasonably necessary to participate in an activity on the Websites. If you are a school and you use a Lynda.com service within the United States for children under the age of 13, you are responsible for obtaining consent from the parents/legal guardians of each child you wish to allow to participate in using any of our Services. A child using our Services will be able to participate in certain activities such as taking online educational and informational courses.

(b) **Non-Personally Identifiable Information.** We may collect, or our third party ad server and/or content server may collect, certain Non-Personally Identifiable Information, that does not by itself identify a specific individual. Such information tells us about your equipment, browsing actions, the resources that you access and use through the Services, your operating system and browser type. Our third party ad servers will provide us with summary, but not individual, reports that will tell us how many ads were presented and clicked upon at our Websites. The information that we collect automatically is 'statistical' in nature. It helps us to deliver a better and more personalized service to users, by enabling us to estimate usage patterns, customize our Services according to your individual preferences, and speed up your searches.

(c) **Device Information.** When you download our App and use our Services, we automatically collect information on the type of device you use and the operating system version, so we know the best application version to provide you with. We do not ask you for, access or track any location based information from your mobile device at any time while downloading or using our App or Services.

2. WHERE WE STORE DATA

The data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area ("**EEA**"). It may also be processed by staff operating outside the EEA who work for us or for one of our service providers. Such staff maybe engaged in, among other things, the fulfilment of your order, the processing of your payment details and the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing. Lynda.com will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy.

3. HOW WE USE YOUR INFORMATION

We use information held about you in the following ways:

- To ensure that content from our Services is presented in the most effective manner for you and for your computer or mobile device
- To provide you with information, products or services that you request from us or which we feel may interest you, where you have consented to be contacted for such purposes
- To carry out our obligations arising from any contracts entered into between you and us, including for billing and collection
- If you pay for Services using a credit card, we will transmit your credit card data to the appropriate credit card company and/or credit card payment processing company
- To allow you to participate in interactive features of our Services, when you choose to do so
- To notify you about changes to our Services
- In any other way we may describe when you provide the information

If you are an existing customer, we will only contact you by electronic means (e-mail or SMS) with information about our products and services similar to those which were the subject of a previous sale to you.

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If you are a new customer, and where we permit selected third parties to use your data, we (or they) will contact you by electronic means only if you have consented to this.

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If you use the *Contact Us* form on our site, we will respond to your inquiry and delete the information provided after your request has been fulfilled.

4. DISCLOSURE OF YOUR INFORMATION

We will share your Personally Identifiable Information with third parties only in the ways that are described in this Privacy Policy. Parents have the right to allow the collection and use of Personal Information from a Child without also consenting to its disclosure to Third Parties. We do not sell, trade, rent or disclose your information to others, except as provided herein:

(a) We provide some of our Services through contractual arrangements with service providers and other third parties. We and our service partners use your Personally Identifiable Information to operate our Websites and to deliver Services. For example, we must release your credit card information to the card-issuing bank to confirm payment for products and services purchased on our Websites; release your address information to the delivery service to deliver products that you ordered; and provide order information to third parties that help us deliver the services.

(b) We will disclose Personally Identifiable Information in the following circumstances: (i) if it is required by law enforcement or judicial authorities, or to cooperate with a law enforcement investigation; (ii) if we have a good faith belief that we are required or permitted to do so by law or legal process; (iii) to protect the rights, reputation, property or safety of Lynda.com or others; (iv) to defend or enforce our rights or your obligations; (v) if the disclosure is required by mandatory professional standards; (vi) to a 3rd party with your prior consent to do so; or (vii) if we are under a duty to disclose or share your Personally Identifiable Information in order to enforce or apply, or any contracts or agreement that may exist between you and Lynda.com including this Privacy Policy and our Website Use Policy. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

(c) In the event that Lynda.com decides to sell all or part of its stock or assets or enter into a merger, we reserve the right to include Personally Identifiable Information and Non-Personally Identifiable Information among the assets transferred to the acquiring or surviving company.

(d) We may provide Non-Personally Identifiable Information about our customers' sales, traffic patterns, and related Website information to third party advertisers.

(e) Parents are able to consent to the use of their child's Personally Identifiable Information without having to consent to the Website's disclosure of the child's Personally Identifiable Information to third parties, as we do not share Personally Identifiable Information of children under the age of 13 with any third parties (other than those service partners who help us provide the Lynda.com service to you).

For a list of 3rd party trackers and the information that may be shared with or collected by such 3rd parties, please click here: [Lynda.com 3rd parties](#)

If you have any inquiries regarding our privacy practices, please contact us directly at businessaffairs@lynda.com.

5. UPDATING OR CORRECTING YOUR PERSONALLY IDENTIFYING INFORMATION

You may change any of your or your child's Personally Identifiable Information online by logging into 'My Account' in accordance with instructions posted elsewhere on our Websites.

You may also access, request deletion, and correct yours or your child's personal information and privacy preferences by contacting support@lynda.com or by emailing us at businessaffairs@lynda.com, or writing to us at:

Lynda.com, Inc.
6410 Via Real
Carpinteria, CA 93013
Attn: *Business Affairs*

Please include your or your child's name, address, and e-mail address when you contact us. We encourage you to promptly update your or your child's Personally Identifiable Information if it changes. You may ask to have the information on yours or your child's account deleted or removed and request that we no longer have contact with your child; however, because we keep track of past transactions for as long as is reasonably necessary, you cannot delete information associated with past transactions on this Website. In addition, it may be impossible to completely delete your information without some residual information because of backups.

6. CANCELING YOUR ACCOUNT OR DELETING PERSONALLY IDENTIFIABLE INFORMATION

If you are a LyndaPro member and would like to cancel your membership, log in to your account and go to My Account, Account + Billing. You can also contact your sales representatives or contact support@lynda.com.

If you are LyndaKiosk, LyndaCampus, or LyndaEnterprise and would like to cancel your membership, please contact your sales representatives or contact support@lynda.com. To have any personally identifiable information deleted, please contact: support@lynda.com.

We will retain your or your child's information for as long as your account is active or as needed to provide you Services. You wish to cancel your or your child's account, please contact us at support@lynda.com. We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. We will respond to your request to access within 30 days.

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7. CHOICES REGARDING CONTROL OF YOUR PERSONALLY IDENTIFIABLE INFORMATION

You can access some of the information that we collect about you or your child. For example, by logging in to your account, you can access information regarding recent orders from the Websites; Personally Identifiable Information; communication preferences; and payment settings.

With respect to your communications preferences, you can unsubscribe from newsletters by following the instructions included in the newsletter you receive or you can log into your account and update your newsletter and email subscription options. If your e-mail address has changed and you would like to continue to receive newsletters, you will need to access your account and update your e-mail address information in your account and sign-up again for the newsletter. Occasionally we may send out e-mails concerning website disruptions.

If you indicated upon registration that you are interested in receiving offers or information from us and our partners, we may occasionally send you direct mail about products and services that we feel may be of interest to you. Only Lynda.com (or agents working on behalf of us and under confidentiality agreements) will send you these direct mailings, and only if you did not later 'opt-out' of such offers.

We do not send unsolicited commercial e-mails ("spam"). We offer commercial e-mail recipients the opportunity to opt-out of further communications in every e-mail. Please note that we may not include the opt-out information in non-commercial Service e-mails (i.e., e-mails concerning your order, the Website Terms of Service, etc.).

You also have choices with respect to cookies, as described below. By modifying your browser preferences, you have the choice to accept all cookies, to be notified when a cookie is set, or to reject all cookies. If you choose to reject all cookies some parts of our Websites may not work properly in your case.

8. INFORMATION RELATED TO DATA COLLECTED THROUGH THE LYNDA.COM PLATFORM SERVICE

For certain services Lynda.com collects information under the direction of its clients (e.g., an entity that subscribes to the Services for use by the entity's personnel). In this respect, Lynda.com acts as a data processor and has no direct relationship with the individuals whose Personally Identifiable Information it processes. An individual who seeks access, or who seeks to correct, amend, or delete inaccurate data should direct his or her query to the relevant Lynda.com client (the data controller). If the client makes a request to us to remove the data, we will respond to their request within 30 days.

Lynda.com will retain Personally Identifiable Information we process on behalf of our clients for as long as needed to provide our services to our client. We will retain and use this personal information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

9. DATA SECURITY

All information you provide to us is stored on our secure servers. Any payment transactions will be encrypted using Secure Sockets Layer (SSL) technology.

To make online purchases you must use an SSL-enabled browser in order to protect the confidentiality of your personal and credit card information while it is transmitted over the Internet.

Access by you to your account is available through a password and/or unique user name selected by you. This password is encrypted. We recommend that you do not divulge your password to anyone, that you change your password often using a combination of letters and numbers, and that you ensure you use a secure web browser. We cannot be held accountable for activity that results from your own neglect to safeguard the secrecy of your password and user name. If you share a computer with anyone, you should always log out of your account after you are finished, in order to prevent access to your information from subsequent users of that computer.


Please notify us as soon as possible if your user name or password is compromised. Call 1 (888) 335-9632 or +1 (805) 477-3900 for assistance, or email businessaffairs@lynda.com.

Unfortunately, no data transmission over the Internet or any wireless network can be guaranteed to be 100% secure. As a result, while we strive to protect your Personally Identifiable Information, you acknowledge that: (a) there are security and privacy limitations of the Internet which are beyond our control; (b) the security, integrity and privacy of any and all information and data exchanged between you and us through this Website cannot be guaranteed and we shall have no liability to you or any third party for loss, misuse, disclosure or alteration of such information; and (c) any such information and data may be viewed or tampered with in transit by a third party.

In the unlikely event that we believe that the security of your Personally Identifiable Information in our control may have been compromised, we will notify you as promptly as possible under the circumstances. To the extent we have your e-mail address, we may notify you by e-mail and you consent to our use of e-mail as a means of such notification. If you prefer for us to use another method to notify you in this situation, please e-mail us at businessaffairs@lynda.com with the alternative contact information you wish to be used.

10. COOKIES AND OTHER TECHNOLOGIES

When you use our Websites we may use cookies and other technologies in order to facilitate and customize your use of our Services.

What is a cookie? A cookie is a small data-text file, which a website stores on your computer or mobile device (if you have one) that can later be retrieved to identify you. 

Our cookies store randomly assigned user identification numbers, the country where you are located, and your first name to welcome you back to our Websites. The cookies make your use of the Websites easier, make the Websites run more smoothly, and save your logged-in state so that you do not have to log in each time that you visit the Websites.

The use of cookies by our partners, affiliates, tracking utility company and service providers, is not covered by our Privacy Policy. We do not have access or control over these cookies. Our partners, affiliates, tracking utility company, and service providers, use session ID cookies to make it easier for you to navigate our site, in order for you to use the shopping cart, etc.

You can disable and/or delete all types of cookies by using your browser settings. Cookies are generally easy to disable and/or delete but how you do so varies from browser to browser. The "help" function within your browser should tell you how to do it. The best way may be to close your browser and then search for "cookie folder" or "cookie manager" or simply "cookie". Please also visit www.allaboutcookies.org for more information about cookies and how to disable them. If you do disable cookies, our Websites will not recognize you and you may not have access to all portions of the Websites.

What are clear gifs? Clear gifs are tiny graphics with a unique identifier, similar in function to cookies, and are used to track the online movements of Web users. In contrast to cookies, which are stored on a user's computer hard drive, clear gifs are embedded invisibly on Web pages and are about the size of the full-stop or period at the end of this sentence.

We partner with third party ad networks to manage our advertising on other sites. As part of their service, they use cookies and clear gifs. We will not provide any third-party ad server with any of your Personally Identifiable Information or information about your purchases. We and our third party ad server will collect and use your IP address and certain Non-Personally Identifiable Information about you, such as your browser type, the server your computer is logged onto, the area code and zip code associated with your server and whether you responded to a particular advertisement. If you wish to not have this information used for the purpose of serving you targeted ads, you may opt-out by clicking here. Please note this does not opt you out of being served advertising. You will continue to receive generic ads.

What is a Flash cookie? Local storage objects, also known as "Flash cookies", are similar in function to browser cookies in that they store some information about you or your activities on our Websites. We use Flash cookies in certain situations where we use Flash to provide some content such as video clips or animation. The options within your browser may not prevent the setting of Flash cookies. To manage Flash cookies please click here: http://www.macromedia.com/support/documentation/en/flashplayer/help/settings_manager07.html.

11. MOBILE ANALYTICS

We use mobile analytics software to allow us to better understand the functionality of our mobile software on your phone. This software may record information such as how often you use the App, the events that occur within the App, aggregated usage, performance data, and where the App was downloaded from. We do not link the information we store within the analytics software to any Personally Identifiable Information you submit within the App.

12. LINKS TO THIRD PARTY WEB SITES AND ADVERTISERS

Except as otherwise discussed in this Privacy Policy, this document only addresses the use and disclosure of information we collect from you. Our Websites may contain hyperlinks to other third-party web sites, which may collect and disclose information in a manner that is different from our Websites. We are not responsible for the collection, use, or disclosure of information collected through these third-party web sites, and we expressly disclaim any and all liability related to such collection, use, or disclosure. We recommend that you read the privacy policies of the other web sites you visit. Additionally, other companies that place advertising on our Websites may collect information about you when you view or click on their advertising through the use of cookies. We cannot control this collection of information. You should contact these advertisers directly if you have any questions about their use of the information that they collect.

13. NOTICE TO CALIFORNIA RESIDENTS - CALIFORNIA PRIVACY RIGHTS

If you are a California resident and have provided us with Personally Identifiable Information, California law gives you the right to request and receive from us, once per calendar year, information as to how we have shared your Personally Identifiable Information with third parties for their direct marketing purposes. If applicable, such information would include a list of names and addresses of all third parties with whom such information was shared during the prior calendar year as well as a list of the categories of Personally Identifiable Information shared. To make such a request, please send an email to businessaffairs@lynda.com and include the phrase "California Privacy Request" in the subject line. Your request must also include your name, physical mailing address and email address. We will respond to you within thirty days of receiving such a request.

Note, that we will not share your Personally Identifiable Information with third parties for their marketing purposes without obtaining your prior consent. Moreover, if you have granted us permission, such third parties' use of your Personally Identifiable Information will be subject to their privacy policies. You should contact those entities directly regarding any communications you may receive from them, including, if you later decide that you no longer want that third party to use your personal information.

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14. CHANGES TO THIS PRIVACY POLICY

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It is our policy to post any changes we make to our Privacy Policy on this page (with a notice that the Privacy Policy has been updated on the home pages of the Websites). If we make material changes to how we treat our users' information, we will notify you by e-mail to the primary e-mail address specified in your account and through a notice on the home pages of the Websites. The date the Privacy Policy was last revised is identified at the top of the page. You are responsible for ensuring we have an up-to-date active and deliverable e-mail address for you, and for periodically visiting our Websites and this Privacy Policy to check for any changes.

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Your continued use of the Services after such modifications will constitute your: (a) acknowledgment of the modified Privacy Policy; and (b) agreement to abide and be bound by the modified Privacy Policy.

If we make material changes to how we use Personal Information collected from children under 13, we will notify parents by email in order to obtain verifiable parental consent for the new uses of their child's Personally Identifiable Information.

15. COMMUNITIES, FORUMS, CHAT ROOMS, AND MESSAGE BOARDS

If you or your child choose to disclose Personally Identifiable Information on communities, message boards, forums, and the like, which may be accessible via the Websites, you should be aware that such information, along with any information disclosed in your communication, can be collected and used by third parties and may result in unsolicited messages from third parties. To request removal of your personal information from our blog or community forum, contact us at support@lynda.com. You acknowledge and accept that any submissions to chat rooms or other public areas on the Websites are accessible to all third parties. If you do not want yours or your child's comments to be viewed by third parties, you are advised not to make any submissions. Ultimately, you are solely responsible for all activity conducted by you via communities, forums, message boards, chat rooms, etc. Please be careful and responsible whenever you are online.

16. SOCIAL MEDIA FEATURES

Our Websites include Social Media Features, such as the Add This button or interactive mini-programs that run on our Websites. These features may collect your IP address, which pages you are visiting on our Websites, and may set cookies to enable the features to function properly. Social Media Features are either hosted by a third party or hosted directly on our Websites. Your interactions with these features are governed by the privacy policy of the company providing it.

17. GIFT CERTIFICATES AND PLAYLISTS

If you choose to send a gift certificate or playlist to an individual, we will ask you for the individual's name and email address. We will automatically send a one-time email to the individual either with notice of their gift certificate along with an activation key or an invitation to visit the Websites. The recipient will be asked to create a user name and password to activate their subscription, and during this process, they will also be asked if they want to receive any newsletters or other emails from Lynda.com. Lynda.com stores name and email address of the recipient for the sole purpose of sending this one-time email and tracking the success of our referral program. The individual may contact us at support@lynda.com to request that we remove this information from our database.

18. HOW DO YOU CONTACT US WITH QUESTIONS?

If you have any questions about this Privacy Policy, the practices of or your dealings with our Websites, please contact us by sending a letter to:

Lynda.com, Inc.
6410 Via Real
Carpinteria, CA 93013
Attn: Business Affairs

Phone Number: 1 (888) 335-9632 or +1 (805) 477-3900
You may also contact us by email at businessaffairs@lynda.com.

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