

## Graduate Management Search Service (GMASS) Terms of Use

Updated: 27 April 2016

In order to use the GMASS® Service, you must agree to the full **GMASS Terms of Use Agreement**, which you can find below. Highlights of this Agreement include:

- Only designated subscribers may access the GMASS Service to perform searches and purchase GMASS Data.
- Primary Subscribers are responsible for maintaining the accuracy of the Institution's subscriber information.
- Payments may be made by check, wire transfer, or credit card (American Express, Visa, Mastercard). Payment terms for check and wire transfer are 30 days from the date of purchase.
- GMASS Data may be used for up to 12 months from the date of purchase.
- GMASS Data may be used only for providing information to Candidates about the Institution or requesting participation in Institution-sponsored studies.
- GMASS Data may not be combined with other data except for the limited purposes stated below.
- Candidates must be informed that the Institution received their information from GMAC®.
- All marketing communications with a Candidate must cease if the Candidate requests to opt-out.
- All written communications must comply with GMAC Trademark and Copyright Guidelines which can be found at <http://www.gmac.com/trademarks>.
- The Institution is responsible for following all applicable laws and terms of any social media or other technology providers.
- GMAC may monitor the use of the GMASS Service and GMASS Data, and reserves the right to revoke access to the service.
- The Institution is responsible for securing GMASS Data and notifying the individuals outlined in this Agreement and the required government regulators should there be an unintended access or disclosure of GMASS Data.
- GMAC may change this Agreement at any time without notification as well as the costs associated with the GMASS Service.

**By accepting this Agreement**, I signify that I am an authorized representative of the Institution named in the Enrollment Form, and I am either the Primary Subscriber or a Delegate Subscriber. If I am the Primary Subscriber, I have the authority to contractually bind the Institution to this Agreement and agree that the Institution and its users' access to and use of the GMASS Service and all information obtained from the service are subject to this Agreement. As a user of the GMASS Service, I agree to abide by this Agreement and any additional policies set forth in the GMASS User Guide, and I consent to the Privacy Policy and Terms of Use on [gmac.com](http://www.gmac.com).

### GMASS Terms of Use Agreement

#### Definitions:

- a. **Candidate:** Prospective graduate management education students who have opted into the GMASS Service
- b. **Candidate Record:** GMASS Data available for a specific Candidate
- c. **Delegate Subscriber:** For approved subscriptions, employees or contractors of the Institution that are designated by the Primary Subscriber as individuals who should have access to the GMASS Service
- d. **GMASS Data:** All information received by the Institution from the GMASS Service, including candidate information such as contact information, background, and demographic information, program preferences, and Graduate Management Admission Test (GMAT) score range (as applicable) either before or after taking the GMAT exam that, due to its nature, is especially sensitive, confidential, and proprietary
- e. **Institution:** An organization that meets the eligibility requirements for accessing the GMASS Service and whose application to access the GMASS Service has been approved by GMAC
- f. **Licensees:** The Primary and Delegate Subscribers, and the Institution's employees and third party marketing organizations that:
  - i. Require access to GMASS data in order to provide a service for the Institution
  - ii. Have signed agreements containing nondisclosure and other obligations as least as restrictive as those contained herein
- g. **Primary Subscriber:** An employee of the Institution responsible for completing and managing the enrollment form. Primary Subscribers must use their Institution email address in their GMASS profile

#### Terms:

1. **License:** GMAC grants Institutions a nonexclusive, revocable, limited license to the GMASS Data. GMAC is the sole owner of, and shall retain the entire rights to, any copyrights, trademarks, trade secrets, and any other proprietary rights in the GMASS Data.
2. **Access:** Only Primary and Delegate Subscribers shall submit GMASS search requests to GMAC and have access to the GMASS Service. The Primary Subscriber is responsible for reviewing the Institution's access to the GMASS Service on a regular basis and notifying GMAC of any updates via [gmass@gmac.com](mailto:gmass@gmac.com).
3. **Use:** GMASS Data is limited to use by the receiving Institution, including Primary and Delegate Subscribers and other individuals who qualify as Licensees. Licensees shall use the data only for identifying and contacting Candidates about the Institution's relevant educational opportunities and financial programs and providing them with related information, or to

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- request that the recipient participate in a survey, focus group, or other education-related research study at the Institution. GMASS Data may be used for up to 12 months from the date the GMASS Data was purchased.
4. **Storage and Sharing:** A GMASS Data receiving Institution (including its employees) may merge, combine, or copy GMASS Data into other lists or data from other sources for the limited purposes described above in Section 3. GMASS Data shall not be merged, combined, or copied into other lists or data from other sources, nor shall it be copied, modified, published, released, lent, sold, rented, access provided to, derivative works created from, or otherwise disclosed to anyone other than a Licensee at the Institution.
  5. **Communications:** Licensees shall contact Candidates only via communication methods to which the Candidate has consented. Written communications sent by the Institution to Candidates via email or postal mail shall inform them that they are being contacted as a result of their previous opt-in to the GMASS Service. Any "commercial" electronic mail message being sent to an individual found through the GMASS Service will include a valid return email address and other accurate header and routing information, a valid postal address, a clear and conspicuous notice that the message is an advertisement or solicitation, and an Internet-based means for the recipient to "opt out" so he or she will not receive further messages. When communications are via phone, this information shall be provided if the Candidate requests it. Licensees shall not represent that the GMASS Service is the source for any non GMASS Data. All written communications must comply with the GMAC Trademarks and Copyright Guidelines <http://www.gmac.com/trademarks>
  6. **Opt-out Requests:** No matter what the communication method, upon receiving an opt-out request from a Candidate, the Institution shall stop sending any communications to that individual within the time prescribed by applicable law (generally 30 days or less). When notifying the individual that his or her opt-out has been completed, the Institution shall not state or imply that the opt-out applies to any communications other than its own.
  7. **Compliance with Applicable Law:** The Institution agrees that its access and all its Licensees' access to and use of any GMASS Data will comply with all applicable laws and regulations, including those concerning privacy and data security. The Institution also agrees that the GMASS Data will not be used to discriminate against potential applicants on the basis of race, color, national origin, religion, physical or mental disability, age, sex, or other criteria protected by law, provided that nothing in this Agreement shall prevent the Institution from using the GMASS Data in connection with a valid and legal affirmative action program that may take such criteria into account to further permissible Institutional goals. The Institution agrees that it and all Licensees shall adhere to the generally accepted ethical standards in the recruitment of potential applicants found through the GMASS Service.
  8. **Monitoring:** GMAC reserves the right to monitor the access to and use of GMASS Data. A member of the GMAC staff is included in each search result to enable GMAC to respond to inquiries from Candidates. This information is also used to monitor communications for compliance with these terms as well as for market research. The Institution shall not remove the GMAC staff member from the search result and shall send the staff member a copy of each communication being sent to Candidates.
  9. **Security:** The Institution agrees to employ reasonable technical and administrative measures to protect the GMASS Data from unauthorized disclosure or use. Subscribers shall not transmit any information to GMAC, including subscription search requests that contain viruses, worms, Trojan horses, or other disabling devices; or use spamming, flooding, or other means to interfere with the GMASS Service or any other GMAC user, host, or network.
  10. **Pricing and Payment Terms:** The price for each Candidate Record is \$0.90. The Institution may pay by check, wire transfer, or credit card (American Express, Visa, Mastercard). Payment terms for check and wire transfer are 30 days from the date of purchase. If payment is not received when due, GMAC may suspend Institution's access to GMASS Data, without notice.
  11. **Mapping Feature Terms.** The mapping feature is not available in all countries. If your Institution uses the mapping feature for searching, you must also abide by the Google Maps/Earth Additional Terms of Service and other legal notices available at [https://maps.google.com/help/terms\\_maps.html](https://maps.google.com/help/terms_maps.html); [http://maps.google.com/help/terms\\_maps.html](http://maps.google.com/help/terms_maps.html); and [https://www.google.com/work/earthmaps/legal/universal\\_aup.html](https://www.google.com/work/earthmaps/legal/universal_aup.html).
  12. **Social Media Platforms.** If the Institution uses any social media platform to generate ads, contact Candidates or for any other purpose, you must comply with any applicable terms of the provider, including notice requirements.
  13. **Breach Notification:** In the event of an accidental or unauthorized use, breach, loss, access to, or disclosure of GMASS Data, the Institution shall promptly notify the involved individuals, the proper legal and other applicable authorities, and the Chief Privacy Official at GMAC of such breach at [privacy@gmac.com](mailto:privacy@gmac.com). The Institution shall promptly address any security breaches and provide appropriate redress to the affected individuals.
  14. **Legal Disclosure:** The GMASS Data may be disclosed pursuant to order of any court or like entity, or pursuant to open records statutory requirements provided that the Institution provides GMAC with prompt notice of the order or open records requirements and an opportunity to resist disclosure if possible.
  15. **Your Data:** GMAC will protect the data you provide and will use that data only for the purposes expressly described in the privacy policy posted on <http://www.gmac.com/privacy>. By subscribing to the GMASS Service, you are agreeing to that privacy policy.
  16. **No Warranty:** GMAC will provide the GMASS Data to the Institution only for the purpose of contacting prospective applicants and providing them with relevant information. Except as set forth herein, GMAC disclaims all other warranties, express or implied, including the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.
  17. **Limitation of Liability:** The Institution assumes liability for all costs, expenses, and damages arising out of its use or all of its Licensees' use of the GMASS Data and/or any breach of this Agreement. GMAC shall not be liable to the Institution for special, incidental, consequential, or punitive damages of any nature for any reason, whether such liability is asserted on the basis of contract, tort, or otherwise, even if GMAC has been warned of the possibility of such damages.

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18. **Indemnity:** To the extent permitted by state law and without waiving sovereign immunity, the Institution shall indemnify GMAC against any and all third-party claims, suits, actions, judgments, liabilities, losses, damages, fines, penalties, costs, and expenses (including, without limitation, reasonable fees for attorneys and other professionals) arising out of, resulting from, or based upon its use or any other Licensee's use of any GMASS Data in violation of this Agreement.
19. **Enforcement:** The Institution agrees that any use not authorized in this Agreement or any otherwise inappropriate use of the GMASS Data is prohibited, and that any violation of this Agreement may, at the discretion of GMAC, result in termination of the Institution's license to the GMASS Data and cancellation of access to any GMASS Data, and may prevent the Institution from further participation in the GMASS Service.
20. **Revisions to Terms of Use Agreement:** By using the GMASS Service, you are indicating that you have read, understand and agree to be bound by these Terms of Use and that GMAC may revise the Terms of Use from time to time without providing any notice to you. You should visit this page periodically to review Terms of Use, because continued use of the GMASS Service after a revision to the Terms of Use indicates that you and the Institution accept the terms as revised.