GMASS™ Online Terms of Use
Updated February 2021

To use the GMASS™ Service, you must agree to the full **GMASS Terms of Use Agreement** below.

By accepting this Agreement, I signify that I am an authorized representative of the School 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 School to this Agreement and agree that the School 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.

GMASS Terms of Use Agreement

Definitions:

a. **Candidate:** A prospective graduate management education student who has consented to participate in the GMASS Service

b. **Candidate Record:** GMASS Data available for a specific Candidate

c. **Delegate Subscriber:** For approved subscriptions, employees or third-party service providers of the School that are designated by the Primary Subscriber as individuals who should have access to the GMASS Service

d. **Early Prospect Candidate:** A Candidate whose Candidate Record, as of the date of access to such Candidate Record, includes only such Candidate's first name, last name, email address, and IP address country.

e. **GMASS Data:** All information received by the School from the GMASS Service, which may include candidate information such as contact information, background and demographic information, program preferences, and Graduate Management Admission Test™ (GMAT™) score range, as applicable and available

f. **Licensees:** The Primary Subscribers, Delegate Subscribers, and other employees and third-party service providers of School who:
   i. Require access to GMASS Data to provide a service for the School, and
   ii. Have signed agreements containing confidentiality and other obligations as least as restrictive as those contained herein

g. **Pre-Test Candidate:** A Candidate whose Candidate Record includes such Candidate's first name, last name, email address, IP address country, and additional information but who has not taken the GMAT exam, in each case as of the date of access to such Candidate's Candidate Record.

h. **Primary Subscriber:** An employee of the School responsible for completing and managing the Enrollment Form. Primary Subscribers must use their School email address in their GMASS profile

i. **School:** A school that offers a graduate degree in business or management, that has been issued a GMAT School Code, and who has been and continues to be authorized to access the GMASS Service by GMAC

j. **Test Candidate:** A Candidate who has taken the GMAT exam.

Terms:

1. **License to GMASS Data:** GMAC grants Schools, through their Licensees, a nonexclusive, nontransferable, revocable, limited license to the GMASS Data for uses and purposes provided in this Agreement. 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 to the GMASS Service:** Only Primary Subscribers and Delegate Subscribers shall have access to the GMASS Service. The Primary Subscriber is responsible for reviewing, on a regular basis, access by School's subscribers and for notifying GMAC of any updates via gmass@gmac.com.

3. **Use:** GMASS Data is limited to use by the School's Licensees. Licensees and Schools shall use GMASS Data only for identifying and contacting Candidates about the School's graduate management educational opportunities and financial programs, or to request that the Candidate participate in a School-sponsored survey, focus group, or other research study related to graduate management education (the **"Permitted Purpose"**). GMASS Data may be used for up to 12 months from the date the GMASS Data was purchased, and at the end of that period Licensee shall securely delete it.

4. **Message Content Restriction:** Licensees may not send message content to Candidates that includes or suggests that they can apply to the School without having to take the GMAT exam.

5. **Sharing:** Licensees may merge, combine, or copy GMASS Data into other lists or data from other sources only for the Permitted Purpose. Licensees shall not represent that the GMASS Service is the source for any non-GMASS Data. Licensees shall not copy, modify, publish, distribute, sell, rent, or otherwise disclose the GMASS Data to a non- Licensee, except such service providers as are reasonably necessary to send messages as provided by this Agreement. If a School offers a joint program with another educational institution and the joint program requires or accepts GMAT exam scores, the purchasing School may share the GMASS Data with the other institution solely for the purpose of enabling the other institution to promote the joint program, provided that the purchasing School ensures that the other institution complies with the Licensee obligations in this Agreement. The other institution may not use the GMASS Data to promote its other programs. If the other institution is an institution approved to purchase GMASS Data, it may purchase GMASS Data for the purpose of promoting its own GMAT-accepting programs. A third-party service provider Licensee may use the GMASS Data only for the School for whom the GMASS Data was purchased; it may not use the GMASS Data for more than one School. Third-party service provider Licensees must disclose the identity of the School for whom they are acting.

6. **Communications:**

   All communications to Candidates must comply with all applicable laws. In addition, Licensees must comply with the following requirements:

   a. **Email Communications.** If a Candidate's GMASS Data includes an email address, Licensees may contact the Candidate via email. Such emails must inform the Candidate that they are being contacted as a result of their previous consent to participate in the GMASS Service. Any "commercial" email message being sent to an individual found through the GMASS Service must include a valid return email address and other accurate header and routing information, a valid postal address and telephone number, a clear and conspicuous notice that the message is an advertisement or solicitation, and an Internet-based means for the recipient to "unsubscribe" so he or she will not receive further messages. All email messages must include an opt-out mechanism in compliance with this Agreement.

   b. **Postal Mail.** If a Candidate's GMASS Data includes a street address, Licensees may contact the Candidate via postal mail. Such communications must include a valid postal address and telephone number that the Candidate may use to inquire about Licensee's or School's use of their data and submit an opt-out request.

   c. **Telephone.** If the Candidate's GMASS Data column titled "PhoneSMSOptIn" says "Both" or "Phone Only," Licensees may call the Candidate at the telephone number(s) included in the GMASS download file. Licensees must not use an automatic telephone dialing system (as defined by US Federal law) to call Candidates who are US residents unless the column titled "Auto" contains the designation "Yes." Licensees must not use prerecorded messages when contacting Candidates. Phone calls placed to Candidates must support Candidate requests to opt out of future calls and include any disclosures required by applicable law.

   d. **Mobile Messaging.** If the Candidate's GMASS Data column titled "PhoneSMSOptIn" says "Both" or "SMS Only," Licensees may contact the Candidate

by mobile messages at the mobile number included in the GMASS download file. Licensees must not use an automatic telephone dialing system (as defined by US Federal law) to send messages to Candidates who are US residents unless the column titled "Auto" contains the designation "Yes." Licensees must not use prerecorded voice messages when contacting Candidates. Phone calls placed to Candidates must support Candidate requests to opt out of future calls and include any disclosures required by applicable law.

e. **Social Media.** If the School uses any social media platform to generate ads, contact Candidates, or for any other purpose, the School and Licensees must comply with any applicable terms of the provider, including notice requirements. The School must support do-not-track requests, including those expressed via browser settings.

7. **Unsubscribe Requests:** All messages any Licensee sends or causes to be sent to Candidates must include a mechanism that permits Candidates to opt out of receiving further messages. The "unsubscribe" or opt-out mechanism must comply with applicable law and be effective to terminate all further messages from the School. No matter what the communication method, upon receiving an "Unsubscribe" or other opt-out request from a Candidate, the School, and all of its Licensees, shall stop sending any communications to that individual as soon as possible, and in no case later than the time prescribed by applicable law (generally 10 days or less). The opt-out mechanism, and any communication related to unsubscribing, must not state or imply that unsubscribe requests are effective to terminate any communications other than those from or on behalf of the School. The School and Licensees shall comply with any of their own opt-out or unsubscribe lists and any other applicable do-not-call or contact lists.

8. **Compliance with Applicable Law:** The School agrees that its, and all its Licensees', processing of any GMASS Data (including access to, storage of, and use of GMASS Data) and its communication with Candidates (including message or call content, equipment used to deliver messages, and management of opt ins and opt outs) will comply with all applicable laws and regulations, including those concerning privacy, data security, marketing, opt-out requirements, anti- spam, and telecommunications. The School 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, gender, or other criteria protected by law; however, nothing in this Agreement shall prevent the School 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 School goals. The School 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.

9. **Monitoring:** GMAC reserves the right to monitor the access to and use of GMASS Data. Each GMASS results download file includes an email address with "@gmac.com." There is no charge for this email address; it is typically the address in the last row of a search download file. The School shall include the @gmac.com address as a recipient of each communication being sent to Candidates.

10. **Security:** The School agrees to employ reasonable technical and administrative measures to protect the GMASS Data from unauthorized access, disclosure, or use. Licensees 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.

11. **Pricing and Payment Terms:** The price for each Candidate Record for each Early Prospect Candidate and for each Pre-Test Candidate is $1.00, exclusive of any taxes, levies, government-mandated withholdings, or other similar charges. The price for each Candidate Record for each Test Candidate is $2.00, exclusive of any taxes, levies, government-mandated withholdings, or other similar charges. There shall be no charge for each subsequently updated Candidate Record. GMAC may adjust the pricing upon thirty days' notice to the Primary Subscriber. The School 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 School's access to GMASS Service, without notice.

12. **Mapping Feature Terms.** The mapping feature is not available in all countries. If the School uses the mapping feature for searching, it 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; http://maps.google.com/help/terms_maps.html; and https://www.google.com/work/earthmaps/legal/universal_aup.html.

13. **Incidents:** In the event of an accidental or unauthorized use, breach, loss, access to, or disclosure of GMASS Data (each, an "Incident"), the School shall notify GMAC's Chief Privacy Official at privacy@gmac.com within 24 hours of the Incident. If further notice is required by applicable law, or advisable to prevent harm to affected individuals, then Licensee shall promptly provide notice to the involved individuals and the proper legal and other applicable authorities, in accordance with applicable law. Licensee shall promptly and fully investigate and remediate any Incidents, provide all such information to GMAC as GMAC may reasonably request, 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 if the School provides GMAC with prompt notice of the order or open records requirements and an opportunity to resist disclosure if possible.

15. **No Warranty:** GMASS Data consists of, or is based on, information provided by Candidates to GMAC. GMAC disclaims all warranties, express or implied, including the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

16. **Limitation of Liability:** The School assumes liability for all costs, expenses, and damages arising out of its use or its Licensees' use of the GMASS Data and/or any breach of this Agreement. GMAC shall not be liable to the School 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.

17. **Indemnity:** To the extent permitted by state law and without waiving sovereign immunity, the School shall indemnify GMAC against 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, communications to Candidates, any security breach or incident, or any violation by Licensee of this Agreement.

18. **Enforcement:** The School 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 School's license to the GMASS Data and cancellation of access to any GMASS Data, and may prevent the School from further participation in the GMASS Service.

19. **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 or GMASS Data after a revision to the Terms of Use indicates that you and the School accept the terms as revised.