

Premium Research Dashboard – Terms of Use

These Terms of Use (this “**Agreement**”) are a legal contract between the Graduate Management Admission Council (“**GMAC**” or “**we**”) and the individual or entity that purchases, registers for, accesses, or uses GMAC’s premium research dashboard service (the “**Service**,” as further defined in Section 1 below). For a Single User Account, the “**End User**” is the individual who purchases or registers for the Service. For a School Account, the “**End User**” is the school on whose behalf the Service is purchased or registered (the “**School**”). Each individual who accesses or uses the Service under either account model is an “**Authorized End User**.” As used in this Agreement, “**you**” and “**your**” mean the End User and, where applicable, any Authorized End User. For School Accounts, the School is responsible for all access to and use of the Service by its Authorized End Users and for ensuring their compliance with this Agreement. If you purchase, register for, or access the Service on behalf of a School, you represent and warrant that you have the authority to bind the School to this Agreement. The Service, subject to the terms of this Agreement, may be accessed through either a Single User Account or a School Account, as defined herein. This Agreement applies to both account types and all Authorized End Users. To the extent there are differences between the terms for Single User Accounts and School Accounts, those differences are specified herein.

PLEASE READ THIS NON-NEGOTIABLE AGREEMENT CAREFULLY BEFORE USING THE SERVICE. BY USING THE SERVICE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. THIS AGREEMENT CONTAINS DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY. THESE PROVISIONS ARE AN ESSENTIAL PART OF OUR BARGAIN. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT ACCESS OR USE THE SERVICE. YOU CONSENT TO HAVE THIS AGREEMENT PROVIDED TO YOU IN ELECTRONIC FORM. YOU HAVE THE RIGHT TO RECEIVE, AND MAY REQUEST, A NON-ELECTRONIC COPY BY CONTACTING [GMAC CUSTOMER CARE](#).

1. Service.

- a. GMAC has developed a research dashboard with analyses and data based on graduate management education (“**GME**”) industry feedback and available data, including GMAC proprietary data, which is available for license.
- b. This Service is offered under two account models. Available options include:
 - i. Single User Account: an individual account registered by a natural person for personal or business use (“**Single User Account**”) which is usable by one authorized individual identified at the time of payment. The account may not be shared, transferred, or assigned to any other person. The End User is solely responsible for all activities conducted using a Single User Account.
 - ii. School Account: a business account registered on behalf of a school (“**School Account**”) which provides access for all authorized End Users within a single school, as defined and identified at the time of payment. School Accounts may include multiple authorized End Users under a single organizational account, each with separate login credentials. The School is responsible for all acts and omissions of its authorized End Users and for ensuring compliance with this Agreement. Only authorized End Users shall have access to the Service. The School is responsible for reviewing, on a regular basis, access by the School’s authorized End Users and for notifying GMAC of any updates via research@gmac.com. GMAC reserves the right to establish standard End User limits,

eligibility requirements, other access limitations, and/or additional fees or changes to the payment structure.

- c. The Service includes access to and use of the dashboard, subject to the terms set forth herein. The Service is intended for your own internal business purposes to provide you with information, insights, and analyses. You shall not use the Service for any other purpose, and you shall comply with all of the restrictions contained herein relating to your use of the Service. You are responsible for ensuring that your use of the Service complies with the limitations applicable to the selected account model. Unauthorized sharing or use outside the permitted scope may result in suspension or termination of access. Any suspension or termination will be without a refund or credit, and GMAC will have no liability for any suspension or termination.

2. Invoicing and Payment.

- a. The fee for the Service is exclusive of applicable taxes, and such taxes shall be paid by End User, unless a valid tax exemption certificate authorized by the appropriate taxing authority is provided and verified prior to purchase.
 - i. Your payment for the Service will be processed by GMAC's authorized reseller, and you understand and agree that in addition to agreeing to this Agreement, you will be required to agree to GMAC's reseller's terms and conditions in order to complete your purchase.
 - ii. If End User chooses to pay by credit card, then payment is due at the time of purchase. Additional processing time may be required if payment is made by wire, ACH, or check. ***Access to the dashboard will not be provided to End User until payment of the fee due is received in full.*** We do not provide refunds for the Service or accept returns unless required to do so under applicable law or you experience a technical issue with payment which GMAC is unable to resolve.
 - iii. Prices may change at any time. We do not price match or provide refunds or credits for price differences.

3. Ownership and License.

- a. As between GMAC and you, GMAC retains all right, title, and interest in and to all components of the Service, including, but not limited to, all copyrights, trademarks, trade secrets, trade names, database rights, proprietary rights, patents, titles, software, code, interfaces, text, and graphics incorporated therein and any user guides, documentation, and URLs related to GMAC products and services. All rights not expressly granted to you herein are reserved by GMAC.
- b. All research data, methodologies, datasets, analyses, and related materials are proprietary to GMAC. GMAC retains ownership of the data used and/or collected to create the dashboard and may use the data for its own purposes, including the right to publish and/or present the data without any restrictions.
- c. GMAC grants you a limited, non-exclusive, non-transferable, non-sublicensable (except, for a School Account only, to distribute to your employees and any contractors who have a need to use the Service for your internal business purposes), royalty-free license to access and use the Service for your own internal business purposes.

- d. You must have a gmac.com account and a GSA school account with GMAC in order to access and use the Service. You shall use reasonable efforts to maintain the secrecy of your username and password for your accounts and shall not save such information on a workstation that may be used by multiple users.
- e. Permitted Uses:
 - i. For a Single User Account, you are the only individual who may access and use the Service for your internal business purposes.
 - ii. For a School Account, you may request additional access to the dashboard for your employees and any contractors who have a need to use the Service for your internal business purposes.
- f. Prohibited Uses: You shall not, and shall not enable others to:
 - i. use the Service for commercial purposes or gains;
 - ii. externally distribute, publish, publicly display, or make the Service or any of its components publicly available, including, but not limited to, sharing the dashboard or any of its components with any other schools or organizations;
 - iii. transmit or share your gmac.com username or password with any other person;
 - iv. copy, decompile, reverse engineer, or disassemble the Service;
 - v. modify, translate, alter, or collect information or content from the Service that can be used to create derivative works of all or any part of the Service;
 - vi. access or use all or any part of the Service for any purpose other than for those purposes set forth in this Agreement;
 - vii. remove, obscure, or modify any copyright, trademark, or other intellectual property notices from the Service; or
 - viii. interfere, tamper with, or disable any access control or security features of the Service or attempt to override, circumvent, or disable any encryption features or software protections;
 - ix. use the dashboard as an input into, or for the training or development of, generative artificial intelligence (AI), machine learning algorithms or software, or other technologies;
 - x. use the Service to create or offer similar services and features, including in a manner that would substitute for direct access to the Service;
 - xi. undertake any activity that automatically downloads or exports the data from the Service, including activities involving web scraping, web harvesting, web data extraction, or other methods used to automatically extract data in bulk from websites;
 - xii. systematically print out, download, reproduce or distribute significant portions or a bulk of the dashboard;
 - xiii. include copies directly in course packs, electronic reserves, repositories, or organizational intranets; or
 - xiv. violate or infringe third-party rights, or applicable law or regulation.

Any attempt to do any of the foregoing is a violation of the rights of GMAC and constitutes a material breach of this Agreement.

- g. The dashboard will not include personal information (“**PI**”), and GMAC will not provide any PI to you in connection with the Service. “**PI**” means any information relating to an identified or identifiable natural person, and an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier, such as a name, an identification

number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person. As used herein, the term “PI” includes, but is not limited to, information defined as “personal data,” “personally identifiable information,” or other similar terms under applicable data protection laws.

4. **Access.** Access to the Service is provided through a one-time payment. End Users have access to the Service through June 30, 2027. Fees are not prorated based on the date of purchase.
5. **Monitoring.** GMAC reserves the right to monitor your use of the Service and to collect and analyze data relating to your use of the Service. When you use the Service, your personal information is shared with GMAC and its service providers. GMAC may use this data for certain legitimate business purposes, which include the following: to improve the Service, for marketing research, to assess your compliance with the terms and conditions of this Agreement, and to notify you of any upgrades or add-ons to the Service. GMAC’s Privacy Statement provides additional details about how personal information is used and about your privacy rights.
6. **Updates and End User Feedback.** GMAC reserves the right, but is not obligated, to update, improve, replace, modify, or alter the specifications for and functionality of all or any part of the Service from time to time (collectively, “**Updates**”). By accessing or using the Service, you agree to automatically receive Updates. If you suggest any new feature, functionality, or other update that GMAC, in its sole discretion, adopts for the Service, such new features, functionality, or updates will be the sole and exclusive property of GMAC, and you hereby waive and release any and all other claims to ownership therein.
7. **Accuracy.** The Service is provided for informational purposes. While GMAC makes reasonable efforts to ensure accuracy, you acknowledge and understand that the dashboard is based on data collected from survey respondents, that the dashboard should not be relied upon as definitive predictions, and that GMAC is not liable for any damages arising from use or reliance on the dashboard.
8. **Disclaimer of Warranties.** YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER GMAC NOR ITS THIRD-PARTY LICENSORS OR SERVICE PROVIDERS (COLLECTIVELY, ITS “**LICENSORS**”) MAKE ANY WARRANTIES OR PROMISES, WHETHER EXPRESS OR IMPLIED, OR BY STATUTE, COMMON LAW, CUSTOM, USAGE, OR OTHERWISE, ABOUT THE SERVICE OR YOUR USE THEREOF. THE SERVICE IS PROVIDED “AS-IS” WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. GMAC AND ITS LICENSORS DISCLAIM ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICE, THIRD-PARTY SOFTWARE, AND ANY SERVICES PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENT, COMPATIBILITY WITH THIRD-PARTY SOFTWARE OR HARDWARE, OR THAT YOUR USE OF THE SERVICE WILL BE UNINTERRUPTED, VIRUS-FREE, OR ERROR-FREE.
9. **Limitation of Liability.** END USER ASSUMES LIABILITY FOR ALL COSTS, EXPENSES, AND DAMAGES ARISING OUT OF ITS USE OF THE SERVICE AND/OR ANY BREACH OF THIS AGREEMENT OTHER THAN A BREACH BY GMAC. NEITHER GMAC NOR ITS LICENSORS SHALL BE LIABLE TO END USER FOR ANY 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. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE FOREGOING LIMITATIONS, IN WHICH CASE SUCH LIMITATIONS MAY NOT APPLY. IN NO EVENT SHALL GMAC'S AND ITS LICENSORS' TOTAL LIABILITY FOR ALL DAMAGES (WHETHER IN CONTRACT, TORT, INCLUDING NEGLIGENCE, OR OTHERWISE) EXCEED THE PURCHASE PRICE YOU PAID FOR THE SERVICE.

10. Indemnity. To the extent permitted by applicable law and without waiving sovereign immunity, End User shall indemnify GMAC (and its affiliates and each of their respective officers, directors, employees, agents, and contractors) 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 of the Service or any violation by End User of this Agreement.

11. Term and Termination.

- i. This Service is provided until June 30, 2027. Upon expiration, you will no longer be able to access the Service.
- ii. GMAC may terminate this Agreement and your access to the Service immediately if you breach this Agreement. Upon termination, you must destroy and delete any physical or digital content derived from the dashboard, including, but not limited to, screenshots and print-outs.

12. Confidential Information.

- a. **"Confidential Information"** means any information shared during the course of the Agreement that is designated as confidential or proprietary or that should reasonably be understood to be confidential or proprietary given the nature of the circumstances surrounding the disclosure. The Party receiving Confidential Information (the **"Receiving Party"**) from the Party that discloses Confidential Information (the **"Disclosing Party"**) will: (i) only use the Confidential Information for the purposes described and in accordance with the obligations set forth herein; (ii) limit access to Confidential Information only to its directors, employees, contractors, agents, and professional advisors who need to know the Confidential Information and are bound by confidentiality obligations at least as restrictive as those included in this Agreement; and (iii) use reasonable security measures to protect the Confidential Information from unauthorized access, use, and disclosure.
- b. The obligations in Section 4(a) do not apply to information that the Receiving Party can establish (a) was publicly accessible prior to the Receiving Party's receipt from the Disclosing Party; (b) became publicly accessible other than by acts of the Receiving Party after receiving it; (c) is available to the Receiving Party (without an obligation of confidentiality) from another source whom, to the Receiving Party's knowledge, is entitled to disclose such information; or (d) is independently developed by the Receiving Party without reference to information provided by or through the Disclosing Party.
- c. The Receiving Party will not be in breach of Section 4 for disclosing Confidential Information as necessary to comply with an order of any court or similar entity with competent jurisdiction, provided that the Receiving Party provides the Disclosing Party with prompt written notice of the

order and cooperates reasonably in resisting the disclosure via a protective order or other appropriate legal action, unless prohibited from doing so by applicable laws.

13. General. This Agreement constitutes the complete and exclusive understanding and agreement of the Parties and supersedes all prior understandings and agreements, whether written or oral, with respect to the subject matter hereof. GMAC reserves the right to modify this Agreement at any time by replacing this Agreement with an updated Agreement on www.gmac.com. You should check this Agreement periodically for modifications. If any modification is unacceptable to you, your only recourse is to cease use of the Service. Your continued use of the Service shall constitute your binding acceptance of the modified Agreement. No other amendment to or modification of this Agreement will be binding unless it is in writing and signed by GMAC.