

GMAC™ GradSelect Service Terms of Use

June 2025

To use the GMAC™ GradSelect Service, you must agree to the **GMAC™ GradSelect Service Terms of Use** (the “**Agreement**”) below.

By accepting this Agreement, I signify that I am an authorized representative of the School named in the Enrollment Form and that 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 GMAC GradSelect Service (referred to herein for simplicity as “**GradSelect Service**”) and all information obtained from the GradSelect Service are subject to this Agreement. As a user of the GradSelect Service, I agree to abide by this Agreement.

Definitions:

- a. **Candidate:** A prospective graduate business or graduate management education student who has consented to participate in the GradSelect Service.
- b. **Candidate Record:** GradSelect 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 GradSelect Service.
- d. **Early Profile Candidate:** A Candidate whose Candidate Record, as of the date of access to such Candidate Record, includes only such data as Candidate’s first name, email address, and IP address country.
- e. **Full Profile Candidate:** A Candidate whose Candidate Record includes such data as Candidate’s first name, last name, email address, IP address country, and additional demographic and educational information but who has not taken a GMAC assessment, in each case, as of the date of access to such Candidate’s Candidate Record.
- f. **Full Profile with Score Candidate:** A Candidate whose Candidate Record includes such data as Candidate’s first name, last name, email address, IP address country, and additional demographic and educational information and who has taken a GMAC assessment, including, but not limited to, the GMAT exam, in each case, as of the date of access to such Candidate’s Candidate Record.
- g. **GMAC™ GradSelect Data** (referred to herein for simplicity as “**GradSelect Data**”): All information received by the School from the GradSelect Service, which may include Candidate information, such as contact information, background and demographic information, program preferences, and GMAC assessment score ranges, as applicable and available.
- h. **Licensees:** The Primary Subscribers, Delegate Subscribers, and other employees and third-party service providers of the School who:
 - i. Require access to GradSelect Data to provide a service for the School, and
 - ii. Have signed agreements containing confidentiality and other obligations at least as restrictive as those contained herein.
- i. **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 GradSelect Service profile.

- j. **School:** A school that offers a graduate degree in business or management and that has been and continues to be authorized by GMAC to access the GradSelect Service.

Terms and Conditions:

1. **License to GradSelect Data:** Graduate Management Admission Council ("**GMAC**") grants Schools, through their Licensees, a nonexclusive, nontransferable, revocable, limited license to the GradSelect Data for the 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, database, and/or any other proprietary rights in the GradSelect Data.
2. **Access to the GradSelect Service:** Only Primary Subscribers and Delegate Subscribers shall have access to the GradSelect Service. The Primary Subscriber is responsible for reviewing, on a regular basis, access by the School's subscribers and for notifying GMAC of any updates via gradselect@gmac.com.
3. **Use:** Access to and use of GradSelect Data is limited to the School's Licensees. Licensees and Schools shall use GradSelect 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**"). GradSelect Data may be used for up to twelve (12) months from the date the GradSelect Data was purchased, and at the end of that period, Licensees shall securely delete the GradSelect Data.
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 a GMAC assessment.
5. **Sharing:**
 - a. Licensees may merge, combine, or copy GradSelect Data into other lists or data from other sources only for the Permitted Purpose. Licensees shall not represent that the GradSelect Service is the source for any non-GradSelect Data. Licensees shall not copy, modify, publish, distribute, sell, rent, or otherwise disclose the GradSelect Data. If a School offers a joint program with another educational institution, and the joint program requires or accepts GMAC assessment scores, then the purchasing School may share the GradSelect 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 GradSelect Data to promote its other programs. If the other institution is an institution approved to purchase GradSelect Data, it may purchase GradSelect Data for the purpose of promoting its own programs that accept GMAC assessments. A third-party service provider Licensee may use the GradSelect Data only for the School for which the GradSelect Data was purchased; it may not use the GradSelect Data for more than one School. Third-party service provider Licensees must disclose the identity of the School for which they are acting.
 - b. As set forth herein, GMAC provides the School, through its Licensees, with a non-transferable, revocable license to access and use the GradSelect Data. The School and its Licensees are prohibited from engaging or attempting to engage in, or permitting others to engage or attempt to engage in, the following: selling, licensing of access to, or other similar commercial transactions, such as reselling, sub-licensing, leasing, or transferring in return for valuable consideration, the GradSelect Data or any part thereof to countries of concern or covered persons, as defined in 28 CFR part 202. Where the School knows or suspects that a country of concern or covered person has gained access to the GradSelect Data through a data brokerage transaction, the School will immediately (and no later than within twenty-four (24) hours) turn off access and inform GMAC and provide any information to GMAC in connection therewith as reasonably requested by GMAC. Such unauthorized access or failure to comply with the above will constitute a breach of this Agreement and may constitute a violation of

28 CFR part 202. The School confirms that for this Agreement, the School and its Licensees are in compliance with 28 CFR part 202 and any other prohibitions, restrictions, or provisions applicable to the GradSelect Data. At GMAC's request, the School agrees to certify to GMAC, in writing, the School's and its Licensees' compliance with 28 CFR part 202. The School agrees not to evade or avoid, cause a violation of, or attempt to violate any of the prohibitions set forth in Executive Order 14117 or 28 CFR part 202.

- 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 GradSelect 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 GradSelect Service. Any "commercial" email message being sent to an individual found through the GradSelect 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 that they 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 GradSelect 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 the Licensee's or the School's use of their data and submit an opt-out request.
 - c. **Telephone.** If the Candidate's GradSelect Data column titled "PhoneSMSOptIn" says "Both" or "Phone Only," Licensees may call the Candidate at the telephone number(s) included in the GradSelect Service 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 GradSelect Data column titled "PhoneSMSOptIn" says "Both" or "SMS Only," Licensees may contact the Candidate by mobile messages at the mobile number included in the GradSelect Service 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, to contact Candidates, or for any other purpose, the School and the Licensees must comply with any applicable terms of the social media platform 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 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 ten (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 the 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 GradSelect Data (including access to, storage of, and use of GradSelect Data) and its communications 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, but not limited to, those concerning privacy, data security, marketing, opt-out requirements, anti-spam, and telecommunications. The School agrees that the GradSelect 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 GradSelect 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 GradSelect Service.
9. **Privacy and Data Protection:** To the extent GradSelect Data includes any Personal Data or De-Identified Data, the parties agree that the GMAC Controller-to-Controller Data Protection Addendum available at https://www.gmac.com/-/media/files/gmac/about-us/legal-information/gmac-controller-to-controller-dpa_final-16jun25.pdf (the "DPA") will apply to the Processing of such GradSelect Data and is incorporated by reference into this Agreement as if fully set forth herein. As used in this Section, the terms "De-Identified Data," "Personal Data," and "Processing" have the meanings set forth in the DPA.
10. **Monitoring:** GMAC reserves the right to monitor the access to and use of GradSelect Data. Each GradSelect Service results download file includes an auto-generated "seed" email address. 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 seed email address as a recipient of each communication being sent to Candidates.
11. **Security:** The School agrees to employ reasonable technical and administrative measures to protect the GradSelect Data from unauthorized access, disclosure, or use. Licensees shall not transmit any information to GMAC, including, but not limited to, subscription search requests that contain viruses, worms, Trojan horses, or other disabling devices; or use spamming, flooding, or other means to interfere with the GradSelect Service or any other GMAC user, host, or network.
12. **Invoicing and Payment Terms:** An invoice shall be issued for any fees due. The fees are exclusive of applicable taxes, and such taxes shall be paid by the School, unless a valid tax exemption certificate authorized by the appropriate taxing authority is provided and verified prior to purchase. There shall be no charge for each subsequently updated Candidate Record. GMAC may adjust the applicable fees upon thirty (30) days' notice to the Primary Subscriber. The School shall pay each invoice within thirty (30) days of receipt of such invoice. Notwithstanding the foregoing, if the School chooses to pay by credit card at the time of purchase, then payment is due at the time of purchase. In the event that any undisputed amount is not paid more than thirty (30) days after the applicable due date, then GMAC may, without limiting any of its other rights or remedies, suspend, deactivate, or deny the School's access to the GradSelect Service and elect not to sell additional GMAC products or services to the School until such time as payment is received in full.
13. **Mapping Feature Terms:** The mapping feature is not available in all countries. If the School uses the mapping feature for searching, it must also comply with the Google Maps/Earth Additional Terms of Service and other legal notices available at:

https://maps.google.com/help/terms_maps-earth/;
https://www.google.com/work/earthmaps/legal/universal_aup.html;
https://maps.google.com/help/legalnotices_maps/; and
<https://policies.google.com/terms?hl=en-US>.
14. **Incidents:** In the event of accidental or unauthorized use, breach, loss, access to, or disclosure of GradSelect Data (each, an "Incident"), the School shall notify GMAC's Chief Privacy Official at privacy@gmac.com within twenty-four (24) hours of the Incident. If further notice is required by applicable law, or advisable to prevent harm to the affected individuals, then Licensee shall promptly provide notice to the affected 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.

15. **Legal Disclosure:** The GradSelect Data may be disclosed pursuant to an 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.
16. **No Warranty:** The GradSelect Data consists of, or is based on, information provided by Candidates to GMAC or its service providers. The GradSelect Data and the GradSelect Service are provided "as is," and GMAC disclaims all warranties relating thereto, express or implied, including the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.
17. **Limitation of Liability:** The School assumes liability for all costs, expenses, and damages arising out of its use or its Licensees' use of the GradSelect Data and/or any breach of this Agreement other than a breach by GMAC. Neither GMAC nor its service providers shall be liable to the School 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.
18. **Indemnity:** To the extent permitted by applicable law and without waiving sovereign immunity, the School 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 or any Licensee's use of any GradSelect Data, communications to Candidates, any security breach or incident, or any violation by the School or any Licensee of this Agreement.
19. **Logo Usage:** The School's name and logo may be used and reproduced on GMAC's websites and/or other media at GMAC's discretion. The School grants to GMAC and its affiliates a worldwide, non-exclusive, royalty-free right to use the School's name and logo in connection with any promotions or marketing for the GradSelect Service.
20. **Enforcement:** The School agrees that any use not authorized in this Agreement, or any otherwise inappropriate use of the GradSelect 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 access and use the GradSelect Data and may prevent the School from further participation in the GradSelect Service.
21. **Revisions to Agreement:** By using the GradSelect Service, you are indicating that you have read, understand, and agree to be bound by this Agreement and that GMAC may revise the Agreement from time to time without providing any notice to you. You should visit this page periodically to review the Agreement because continued use of the GradSelect Service or GradSelect Data after a revision to the Agreement indicates that you and the School accept the Agreement as revised.