

GMAC™ GradSelect Online Terms of Use

June 2023

To use the GradSelect Service, you must agree to the full **GMAC™ GradSelect 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 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 GradSelect Service and all information obtained from the service are subject to this Agreement. As a user of the GradSelect Service, I agree to abide by this Agreement.

GradSelect Terms of Use Agreement

Definitions:

- a. **Candidate:** A prospective 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 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 who has taken a GMAC assessment, including but not limited to the GMAT exam.
- g. **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 as 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 profile.
- j. **School:** A school that offers a graduate degree in business or management and that has been and continues to be authorized to access the GradSelect Service by GMAC.

Terms:

1. **License to GradSelect Data:** GMAC grants Schools, through their Licensees, a nonexclusive, nontransferable, revocable, limited license to the GradSelect 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 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:** GradSelect Data is limited to use by 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 12 months from the date the GradSelect 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 a GMAC assessment.
5. **Sharing:** 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 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 GMAC assessment scores, 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 whom 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 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 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 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 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 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 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 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 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 the communication method, upon receiving an "Unsubscribe" or another 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 GradSelect Data (including access to, storage of, and use of GradSelect 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 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. **Monitoring:** GMAC reserves the right to monitor the access to and use of GradSelect Data. Each GradSelect 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 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 GradSelect 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 GradSelect Service or any other GMAC user, host, or network.
11. **Pricing and Payment Terms:** Pricing is exclusive of any taxes, levies, government-mandated withholdings, or other similar charges. 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 transfers are 30 days from the date of purchase. If payment is not received when due, GMAC may suspend School's access to GradSelect 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; https://www.google.com/work/earthmaps/legal/universal_aup.html.
13. **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 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 GradSelect Data may be disclosed pursuant to the 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:** GradSelect 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 GradSelect 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 GradSelect 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 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 the GradSelect Data and cancellation of access to any GradSelect Data, and may prevent the School from further participation in the GradSelect Service.
19. **Revisions to Terms of Use Agreement:** By using the GradSelect 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 the Terms of Use because continued use of the GradSelect Service or GradSelect Data after a revision to the Terms of Use indicates that you and the school accept the terms as revised.