

## Youth In Government Online

# Terms of Service

Updated and Effective September 1, 2020.

### 1. Introduction

Georgia Center for Civic Engagement, Inc.. (“GCCE,” “The Center,” “us,” or “we”) owns and operates the *Youth In Government*® web platform (“Youth In Government Platform,” “YIG Platform,” or “Platform”). The Platform helps teachers save time and plan lessons, and gives students more immediate feedback on work submitted. By accessing or using the Platform, you agree to be bound by these Terms of Use (these “Terms”).

You represent that you are lawfully able to enter into contracts and agree to be bound by these Terms. If you have agreed to these Terms on behalf of your organization, you represent that you have the authority to bind that organization to these Terms.

**IF YOU DO NOT AGREE WITH THESE TERMS, OR IF YOU DO NOT HAVE THE NECESSARY AUTHORITY, THEN YOU MAY NOT USE THE PLATFORM.**

### 2. The Platform and Permitted Users

The Platform is solely for use by teachers and school personnel (together, “Teachers”) and their students (“Students”). Only Teachers, Students, and Parents who agree to the Terms (each, a “User” or “you”) may use the Platform.

In general, Teachers will invite their Students to work with them on the Platform, and the Parents of Students may have access to the Platform as well. Users may access and use the Platform through third party browsers or similar applications.

For Students under age 13, Parents must agree to the Terms and provide consent for their Students’ use of the Platform. (See Section 10, below for more information on the required approvals for these young Students.) Students under the age of majority should review these Terms with their Parents to ensure that the child and the Parent understand and agree to them.

You may only use the Platform for purposes permitted by these Terms and in compliance with all applicable laws.

### 3. Intellectual Property

By agreeing to these Terms, you have the limited right to use the Platform, subject to all of these Terms. These Terms do not transfer or convey any rights of ownership in or related to the YIG Platform, or intellectual property rights owned by GCCE to you.

The Platform, including all trademarks, service marks and logos, is owned by or licensed to GCCE and it is protected by copyright and other intellectual property rights. You have no rights to transfer or reproduce the YIG Platform, or to prepare any derivative works with respect to, or to disclose confidential information pertaining to, the Platform. You may not modify, copy, distribute, broadcast, transmit, reproduce, publish, license, transfer, sell, scrape, mirror, frame, or otherwise use the Platform or any information or material obtained from or through the Platform.

In order to use the Platform, you will need to accept the End User License Agreement terms and conditions (“EULA”) for any Software needed to use the Platform and for any other Software that you may choose to use with the Platform. You must accept the EULAs for the Software before installing or using Software in connection with the Platform. The requirements and restrictions in these Terms apply to your use of Software for the purposes of the Platform regardless of whether such terms are included in the relevant EULA(s).

### 4. License for User Content

In order to allow GCCE to provide the Platform, you hereby grant to GCCE a limited, non-exclusive, sublicensable, worldwide, royalty-free right and license to (i) use the information, data, content, reviews, comments and other materials imported by you to the Platform (“User Content”) solely for purposes of furnishing the services provided by the Platform to you; (ii) use, copy, store, distribute, publicly perform and display, modify, and create derivative works (such as changes we make so that User Content works better with our Platform) from User Content as necessary to provide, improve and make the Platform available to you and other Users, including through any future media in which the Platform may be distributed; (iii) use and disclose metrics and analytics regarding the User Content in an aggregate or other non-personally identifiable manner (including, for use in improving the Platform or in marketing and business development purposes); (iv) use any User Content that has been de-identified for product development, research or other purposes in accordance with applicable laws; and (v) use for other purposes as permitted by the GCCE Privacy Policy. You are solely responsible for obtaining all rights, permissions, and authorizations to provide the User Content for use as contemplated under this Section. You also warrant to GCCE that you will not use the Platform for any purposes that are unlawful, prohibited by any applicable regulation or are otherwise inconsistent with these Terms.

### 5. User Responsibilities

To use the YIG Platform, you must establish an account and provide information necessary to use the Platform. You are solely responsible for all activities that occur in connection with your account. You must maintain the confidentiality of your account authentication details. That means that you should not share your account credentials with anyone (except, if you are a student under 13, your Parent). Of course, you may not impersonate another User or provide false information to gain access to the YIG Platform.

PLEASE NOTIFY US IMMEDIATELY OF ANY UNAUTHORIZED ACCESS OR USE OF YOUR ACCOUNT.

## 6. Your Conduct

You agree that you will NOT (and will not allow any third party to) use the Platform to:

1. import, post, email or otherwise transmit any User Content that is unlawful, harmful, threatening, intimidating, abusive, defamatory, obscene, libelous, invasive of another's privacy, disrespectful, hateful, or racially, ethnically or otherwise objectionable;
2. Forge headers or otherwise manipulate identifiers in order to disguise the origin of any materials transmitted to or through the Platform;
3. import, post, email or otherwise transmit any materials that you do not have the right to transmit under any law or under contractual relationships;
4. import, post, email or otherwise transmit any material that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
5. import, post, email or otherwise transmit any material that contains software viruses or worms, or any other computer code, files or programs designed to disable, interrupt, destroy, redirect, monitor another User's usage, limit or otherwise inhibit the functionality of any computer software or hardware or telecommunications equipment;
6. Interfere with or disrupt the Bakpax Platform or servers or networks connected to the YIG Platform, or disobey any requirements, procedures, policies or regulations of networks connected to the Platform;
7. Plan or engage in violation of any applicable local, state, national or international law or regulation; or
8. Provide inaccurate information or impersonate another person or entity.

## 7. Fees

Certain services provided by GCCE through the Platform are only available for a fee ("Paid Services"). For Paid Services, you agree to pay us the applicable fees and to additional terms relevant to the Paid Services. Failure to pay these fees will result in the termination of your Paid Services. Also, you agree that:

1. We may store and continue billing your payment method (e.g. credit card), to avoid interruptions in your Paid Services and to use to pay other Paid Services you may buy.

2. If you purchase a subscription, your payment method automatically will be charged at the start of each subscription period for the fees and taxes applicable to that period. To avoid future charges, cancel before the renewal date.
3. There are no refunds for Paid Services, but you may terminate your use of the Platform, and the Paid Services, at any time.
4. We may calculate taxes payable by you based on the billing information that you provide us at the time of purchase.
5. All fees exclude any taxes, levies, or duties imposed by taxing authorities, and you are responsible for payment of all such taxes, levies, or duties. They will be assessed and added to the fees charged, as applicable.

GCCE uses a third-party payment processor to handle all payment transactions, and all monetary transactions made through your use of the Platform are subject to any fees and additional terms that the processor may impose as well.

## 8. Privacy

We are committed to maintaining your privacy, and maintain a [Website Privacy Policy](#), as well as the [Platform Privacy Policy](#) for the Platform. All personally identifiable information you provide to us (“Personal Information”) is subject to the Privacy Policy, and acceptance of these Terms constitutes consent to our collection and use of Personal Information as described in the Privacy Policy.

GCCE reserves the right to take steps GCCE believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of these Terms. You acknowledge and agree that GCCE may, without liability to you, access, use, preserve or disclose your Account information and User Content to law enforcement authorities, government officials, or a third party, as GCCE believes is reasonably necessary or appropriate, if legally required to do so or if GCCE has a good faith belief that such access, use, disclosure, or preservation is reasonably necessary to: (a) comply with legal process or request; (b) enforce these Terms, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of GCCE, its Users, a third party, or the public as required or permitted by law.

## 9. Family Educational Rights and Privacy Act (“FERPA”)

If you are employed by a school or district subject to the Family Educational Rights and Privacy Act (“FERPA”), you agree to appoint the Georgia Center for Civic Engagement as a “school official” as that term is defined in FERPA and as interpreted by the Family Policy Compliance Office, and determine that GCCE has a “legitimate educational interest” for the purpose of delivering the Platform’s services in accordance with these Terms. GCCE agrees that it will be bound by all relevant provisions of FERPA, including operating under the direct control of your school or district with respect to handling of “personally identifiable information” from “education records,” as those terms are defined in FERPA (together, “PII”).

GCCE further agrees that PII will not be disclosed to third parties except as required to provide the Platform services to you contemplated in these Terms. Any third parties used will be bound to manage the PII in compliance with the GCCE Platform Privacy Policy, security policies and all applicable laws, and to use the PII for the sole and limited purpose of providing the Platform to the User.

GCCE may use education records that have been de-identified for product development, research or other purposes permitted by applicable law (“de-Identified data”), including:

1. To demonstrate the effectiveness of the YIG Platform, including in our marketing materials; and
2. To develop and improve our products.

GCCE agrees not to attempt to re-identify the de-Identified data and not to transfer the de-Identified data to a third-party unless that party agrees not to attempt re-identification.

#### 10. Children's Online Privacy Protection Act (“COPPA”)

GCCE complies with the Children's Online Privacy Protection Act (“COPPA”), and collects only minimally required information from Students in order to operate the YIG Platform.

If a Teacher invites Students under the age of 13 to submit “personal information” (as defined in COPPA) to GCCE, then the Teacher is responsible for obtaining verifiable parental consent prior to allowing such students to use the Platform. GCCE will otherwise manage its compliance obligations with COPPA.

#### 11. Security

GCCE implements and maintains commercially reasonable security practices appropriate to the nature of the Personal Information collected and maintained through the YIG Platform, in order to protect such information from unauthorized access, destruction, use, modification or disclosure. Such practices include, but are not limited to use of firewalls, encryption and authentication techniques. The Internet, however, is not perfectly secure, nor are all security risks reasonably foreseeable, and GCCE will not be responsible for security incidents not reasonably within its control.

You must promptly notify GCCE in the event that you learn or believe that any person, or entity, has breached your security measures or has gained unauthorized access to: (a) your Personal Information; (b) any restricted areas of the Platform; or (c) GCCE's confidential information (collectively, “Information Security Breach”). In the event of an Information Security Breach, you

will provide GCCE with reasonable assistance and support to minimize the harm and secure the data at issue.

## 12. User Content

The Platform may contain areas in which you may post reviews or make comments. By using these areas, you acknowledge and agree that the User Content you provide in these areas may be available to other Users. GCCE is not liable for any statements, representations or comments provided by its Users in any public forum. Although GCCE has no obligation to screen, edit or monitor any of the comments posted to its Platform, GCCE reserves the right to remove, edit or refuse to post such User Content in its sole discretion.

The YIG Platform will provide access to User Content as indicated when you import it, and as provided in these Terms. Without further notice, however, work assigned by Teachers will be made available to the Teacher's designated Students. Students will be able to make work responses available to their Teachers, and the Students will be able to view their own progress information and history as provided through the Platform. Parents will have some visibility into Student-generated User Content as well. Teachers will be able to view the Student progress information and history for all applicable Students in their class or school. If You opt out or terminate your account, all personally identifiable information associated with that account will be deleted.

You may also provide us with suggestions, comments or other feedback ("Feedback") about our products and services, including, without limitation, the Platform. We may use Feedback for any purpose without obligation of any kind in connection with our business, including the enhancement of our products and the Platform.

## 13. Changes to the Platform or Terms

GCCE may add, change, discontinue or remove any portion of the YIG Platform at any time, without notice.

GCCE may change these Terms at any time, however we will provide you with notice prior to making such changes. Your continued use of the YIG Platform constitutes your agreement to any updated terms. Should we make material changes to the Terms impacting the YIG Platform, we will provide you with notice prior to making such changes and request your consent in accordance with applicable law. The "last updated" date indicates the effective date of when these Terms were last revised.

## 14. Links

The YIG Platform may contain links to third party websites, resources, or content, including social networking websites, including, without limitation, those of the applicable Integrated Services. These links are provided for your convenience, and inclusion of links on the YIG Platform does not suggest an endorsement. We are not responsible for the contents or transmission of any linked site or resource, or for ensuring that the linked resources are error and virus free. Linked websites, resources, or content are subject to their own terms of use and privacy policies, and we encourage you to read them.

#### 15. Indemnification

To the extent permissible by law, you will defend and indemnify GCCE and hold it and its affiliates, officers, directors, managers, employees, agents, vendors, merchants sponsors, providers, and licensors harmless from any and all claims, actions, demands, proceedings, losses, deficiencies, damages, liabilities, costs, and expenses (including but not limited to reasonable attorneys' fees and all related costs and expenses) incurred by them as a result of any claim, judgment, or adjudication related to or arising directly or indirectly from any or all of the following: (i) your use of the YIG Platform; (ii) any information you submit, post, or transmit through the YIG Platform, including, without limitation, your User Content; (iii) breach of any of your obligations, representations, or warranties in these Terms; or (iv) your violation of any rights of another person.

#### 16. DISCLAIMER OF WARRANTIES

THE YIG PLATFORM IS PROVIDED "AS IS" AND "AS-AVAILABLE," WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND. EXCEPT FOR ANY EXPRESS WARRANTY PROVIDED HEREIN, GCCE AND ITS LICENSORS AND SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUALITY OF INFORMATION, OR TITLE/NON-INFRINGEMENT, AND ALL SUCH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED.

GCCE ASSUMES NO RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS ON THE YIG PLATFORM, ANY FAILURES, DELAYS OR INTERRUPTIONS IN THE PLATFORM'S ACCESSIBILITY, ANY LOSSES OR DAMAGES ARISING FROM THE USE OF THE PLATFORM, ANY CONDUCT BY OTHER USERS ON THE YIG PLATFORM, OR UNAUTHORIZED ACCESS TO OR USE OF THE YIG PLATFORM

#### 17. LIMITATION OF LIABILITY

YOU UNDERSTAND AND AGREE THAT GCCE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PRODUCTS, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF GCCE HAS BEEN ADVISED OF THE

POSSIBILITIES OF THOSE DAMAGES, RESULTING FROM YOUR USE OR INABILITY TO USE THE YIG PLATFORM, SERVICES, CONTENT OR SOFTWARE, THE COST OF OBTAINING SUBSTITUTE SERVICES RESULTING FROM ANY LOSS OF DATA, INFORMATION, ENTERED INTO THROUGH THE PLATFORM, OR STATEMENTS OR CONDUCT OF ANY THIRD PARTY, OR ANY OTHER MATTER RELATED TO THE PLATFORM, SERVICES, CONTENT OR SOFTWARE. YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE YIG PLATFORM IS PREDICATED UPON YOUR WAIVER OF ANY RIGHT TO SUE GCCE OR ITS AFFILIATES DIRECTLY OR TO PARTICIPATE IN A CLASS ACTION SUIT FOR ANY LOSSES OR DAMAGES RESULTING FROM YOUR USE OF THE YIG PLATFORM.

CERTAIN STATE JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

## 18. NOTICES

We will provide you any notices regarding the YIG Platform by posting the notice on the Platform, as applicable, or by sending to you by email to the email address you maintain as part of your account.

## 19. APPLICABLE LAW; JURISDICTION AND VENUE

We control the YIG Platform from our offices within the United States. We make no representation that the YIG Platform is appropriate, legal or available for use in other locations. You may not use or export the Content in violation of United States export laws and regulations. Any claim relating to the YIG Platform will be governed by the laws of the State of Georgia, without reference to its choice of law provisions. If there is a dispute between you and us, you expressly agree that exclusive jurisdiction and venue reside in the state and federal courts located in Atlanta, Georgia.

## 20. RELATIONSHIP OF THE PARTIES

These Terms will not be construed as creating any agency relationship, or a partnership, joint venture, fiduciary duty, or any other form of legal association between you and GCCE, and you may not represent to the contrary, whether expressly, by implication, appearance or otherwise. Except as otherwise expressly provided in these Terms, these Terms are not for the benefit of any third parties.

## 21. WAIVER; ASSIGNMENT

No delay or failure to take action under these Terms will constitute a waiver unless expressly waived in writing and signed by a duly authorized representative of GCCE, and no single waiver will constitute a continuing or subsequent waiver. These Terms may not be assigned by you in whole or in part. Any assignment will be null and void.

## 22. FEDERAL GOVERNMENT END USERS

The Platform, Software, and related documentation are “Commercial Items,” as that term is defined at 48 C.F.R. §2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation”, as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items, and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

## 23. SEVERABILITY

If any of the parts of these Terms are determined to be invalid or unenforceable pursuant to applicable law, they will be severable from the remainder of these Terms and will not cause the invalidity or unenforceability of the remainder of these Terms.

## 24. CONTACT INFORMATION

If you have any questions regarding these Terms, please contact us at:  
Georgia Center for Civic Engagement, Inc.  
P.O. Box 3689  
Cartersville, Georgia 30120  
privacy@georgiacivics.org | phone (770) 455-9622