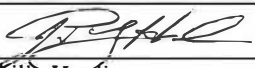


## EXHIBIT A - Education Law §2-d Bill of Rights for Data Privacy and Security

Parents (including legal guardians or persons in parental relationships) and Eligible Students (students 18 years and older) can expect the following:

1. A student's personally identifiable information (PII) cannot be sold or released for any Commercial or Marketing purpose. PII, as defined by Education Law § 2-d and the Family Educational Rights and Privacy Act ("FERPA"), includes direct identifiers such as a student's name or identification number, parent's name, or address; and indirect identifiers such as a student's date of birth, which when linked to or combined with other information can be used to distinguish or trace a student's identity. Please see FERPA's regulations at 34 CFR 99.3 for a more complete definition.
2. The right to inspect and review the complete contents of the student's education record stored or maintained by an educational agency. This right may not apply to Parents of an Eligible Student.
3. State and federal laws such as Education Law § 2-d; the Commissioner of Education's Regulations at 8 NYCRR Part 121, FERPA at 12 U.S.C. 1232g (34 CFR Part 99); Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. 6501-6502 (16 CFR Part 312); Protection of Pupil Rights Amendment ("PPRA") at 20 U.S.C. 1232h (34 CFR Part 98); and the Individuals with Disabilities Education Act ("IDEA") at 20 U.S.C. 1400 et seq. (34 CFR Part 300); protect the confidentiality of a student's identifiable information.
4. Safeguards associated with industry standards and best practices including, but not limited to, encryption, firewalls and password protection must be in place when student PII is stored or transferred.
5. A complete list of all student data elements collected by NYSED is available at [www.nysed.gov/data-privacy-security/student-data-inventory](http://www.nysed.gov/data-privacy-security/student-data-inventory) and by writing to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234.
6. The right to have complaints about possible breaches and unauthorized disclosures of PII addressed.  
(i) Complaints should be submitted to the EA at: CA BOCES Data Privacy Officer, 1825 Windfall Road, Olean, New York 14760, via email at [DPO@caboces.org](mailto:DPO@caboces.org) or by using the form available at the following website: <https://caboces.org/resources/new-york-state-education-law-2d/report-an-improper-disclosure/>.  
(ii) Complaints may also be submitted to the NYS Education Department at [www.nysed.gov/data-privacy-security/report-improper-disclosure](http://www.nysed.gov/data-privacy-security/report-improper-disclosure), by mail to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234; by email to [privacy@nysed.gov](mailto:privacy@nysed.gov); or by telephone at 518-474-0937.
7. To be notified in accordance with applicable laws and regulations if a breach or unauthorized release of PII occurs.
8. Educational agency workers that handle PII will receive training on applicable state and federal laws, policies, and safeguards associated with industry standards and best practices that protect PII.
9. Educational agency contracts with vendors that receive PII will address statutory and regulatory data privacy and security requirements.

CONTRACTOR	
Signature:	
Printed Name:	J. Philip Hardin
Title:	CFO
Date:	10/18/2024


## EXHIBIT B

### BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY - SUPPLEMENTAL INFORMATION FOR CONTRACTS THAT UTILIZE PERSONALLY IDENTIFIABLE INFORMATION

Pursuant to Education Law § 2-d and Section 121.3 of the Commissioner's Regulations, the Educational Agency (EA) is required to post information to its website about its contracts with third-party contractors that will receive Personally Identifiable Information (PII).

<b>Name of Contractor</b>	YouScience, LLC
<b>Description of the purpose(s) for which Contractor will receive/access PII</b>	YouScience Brightpath – see Exhibit D – Description of Services for a more detailed explanation of the services.
<b>Type of PII that Contractor will receive/access</b>	Check all that apply: <input checked="" type="checkbox"/> Student PII <input type="checkbox"/> APPR Data
<b>Contract Term</b>	Contract Start Date <u>10/18/2024</u> Contract End Date <u>6/30/2025</u>
<b>Subcontractor Written Agreement Requirement</b>	Contractor will not utilize subcontractors without a written contract that requires the subcontractors to adhere to, at a minimum, materially similar data protection obligations imposed on the contractor by state and federal laws and regulations, and the Contract. (check applicable option) <input type="checkbox"/> Contractor will not utilize subcontractors. <input checked="" type="checkbox"/> Contractor will utilize subcontractors.
<b>Data Transition and Secure Destruction</b>	Upon expiration or termination of the Contract, Contractor shall: <ul style="list-style-type: none"> <li>Securely transfer data to EA, or a successor contractor at the EA's option and written discretion, in a format agreed to by the parties.</li> <li>Securely delete and destroy data.</li> </ul>
<b>Challenges to Data Accuracy</b>	Parents, teachers or principals who seek to challenge the accuracy of PII will do so by contacting the EA. If a correction to data is deemed necessary, the EA will notify Contractor. Contractor agrees to facilitate such corrections within 21 days of receiving the EA's written request.

<b>Secure Storage and Data Security</b>	<p>Please describe where PII will be stored and the protections taken to ensure PII will be protected: (check all that apply)</p> <p><input checked="" type="checkbox"/> Using a cloud or infrastructure owned and hosted by a third party.</p> <p><input type="checkbox"/> Using Contractor owned and hosted solution</p> <p><input type="checkbox"/> Other:</p> <p>Please describe how data security and privacy risks will be mitigated in a manner that does not compromise the security of the data:</p>
<b>Encryption</b>	<p>Data will be encrypted while in motion and at rest.</p>

<b>CONTRACTOR</b>	
<b>Signature:</b>	
<b>Printed Name:</b>	<p>J. Philip Hardin</p>
<b>Title:</b>	<p>CFO</p>
<b>Date:</b>	<p>10/18/2024</p>

## EXHIBIT C - CONTRACTOR'S DATA PRIVACY AND SECURITY PLAN

### CONTRACTOR'S DATA PRIVACY AND SECURITY PLAN

The Educational Agency (EA) is required to ensure that all contracts with a third-party contractor include a Data Security and Privacy Plan, pursuant to Education Law § 2-d and Section 121.6 of the Commissioner's Regulations. For every contract, the Contractor must complete the following or provide a plan that materially addresses its requirements, including alignment with the NIST Cybersecurity Framework, which is the standard for educational agency data privacy and security policies in New York state. **While this plan is not required to be posted to the EA's website, contractors should nevertheless ensure that they do not include information that could compromise the security of their data and data systems.**

1	Outline how you will implement applicable data security and privacy contract requirements over the life of the Contract.	We have a dedicated Data Security Team who is responsible for implementing security measures for the protection of PII data and being compliant with required frameworks.
2	Specify the administrative, operational and technical safeguards and practices that you have in place to protect PII.	We don't keep all data we only keep what is necessary to conduct the business. Data is strongly encrypted using industry-standard encryption. Additionally, we've created policies and procedures for handling PII, as well as offering training on it.
3	Address the training received by your employees and any subcontractors engaged in the provision of services under the Contract on the federal and state laws that govern the confidentiality of PII.	We require employees to pass the FERPA training as well as Security Awareness training. Subcontractors are also required to undergo training.
4	Outline contracting processes that ensure that your employees and any subcontractors are bound by written agreement to the requirements of the Contract, at a minimum.	We have contracts, Service Level Agreements (SLA), and Non-Disclosure Agreements (NDA). As part of our third-party relationship management, we obtain an understanding of whether our third parties will be subcontracting any of their obligations and whether our agreement terms and conditions flow through to them.
5	Specify how you will manage any data security and privacy incidents that implicate PII and describe any specific plans you have in place to identify breaches and/or unauthorized disclosures, and to meet your obligations to report incidents to the EA.	We have a team dedicated to the prevention and safeguards of PII. In the event of a breach, we have a Data Breach Response Policy and an Incident Response and Management Policy in place.
6	Describe how data will be transitioned to the EA when no longer needed by you to meet your contractual obligations, if applicable.	Because our software is designed to enable students to continue accessing their data after graduation, the data never becomes obsolete or is transitioned. If data is required by the EA, a request in writing is needed. Data in motion and at rest (stored) is encrypted using strong

		industry-standard encryption.
7	Describe your secure destruction practices and how certification will be provided to the EA.	If data destruction is requested in writing by the EA or the data owner, we will follow the de-identification process to prevent our data sets from containing any PII. Destruction certificates can be provided by request. Note: We do not destroy data, we just deidentified it.
8	Outline how your data security and privacy program/practices align with the EA's applicable policies.	The frameworks we follow aligned with EA's policies and are FERPA and NIST.
9	Outline how your data security and privacy program/practices materially align with the NIST CSF v1.1 using the Framework chart below.	PLEASE USE TEMPLATE BELOW.

## EXHIBIT C.1 – NIST CSF TABLE

The table below will aid the review of a Contractor's Data Privacy and Security Plan. Contractors should complete the Contractor Response sections in the table below to describe how their policies and practices align with each category in the Data Privacy and Security Plan template. To complete these 23 sections, a Contractor may: (i) Demonstrate alignment using the National Cybersecurity Review (NCSR) Maturity Scale of 1-7 ; (ii) Use a narrative to explain alignment (may reference its applicable policies ); and/or (iii) Explain why a certain category may not apply to the transaction contemplated. Further informational references for each category can be found on the NIST website at <https://www.nist.gov/cyberframework/new-framework>. Please use additional

Function	Category	Contractor Response
IDENTIFY (ID)	<b>Asset Management (ID.AM):</b> The data, personnel, devices, systems, and facilities that enable the organization to achieve business purposes are identified and managed consistent with their relative importance to organizational objectives and the organization's risk strategy.	Physical devices and systems within the organization are inventoried as well as software platforms and applications within the organization. We've also mapped out the organization's communication and data flow. The information can be found in our YouScience Asset Management Policy.
	<b>Business Environment (ID.BE):</b> The organization's mission, objectives, stakeholders, and activities are understood and prioritized; this information is used to inform cybersecurity roles, responsibilities, and risk management decisions.	Priorities for the organization's mission, objectives, and activities have been established and communicated. Additionally, we have determined critical objectives, capabilities, and services for risk management decisions.
	<b>Governance (ID.GV):</b> The policies, procedures, and processes to manage and monitor the organization's regulatory, legal, risk, environmental, and operational requirements are understood and inform the management of cybersecurity risk.	Priorities for the organization's mission, objectives, and activities are established and communicated, and we have identified YouScience's place in critical infrastructure and its industry sector.
	<b>Risk Assessment (ID.RA):</b> The organization understands the cybersecurity risk to organizational operations (including mission, functions, image, or reputation), organizational assets, and individuals.	Processes have been established to receive, analyze, and respond to vulnerabilities found through a variety of scans, tests, assessments, risk analyses, and processes following our YouScience Risk Management Policy. Critical outcomes, capabilities, and services that the organization relies on are determined and communicated. Risks are proactively tracked and reviewed regularly.
	<b>Risk Management Strategy (ID.RM):</b> The organization's priorities, constraints, risk tolerances, and assumptions are established and used to support operational risk decisions.	Responsibility and accountability are determined and communicated for ensuring that the risk management strategy and program created by YouScience are resourced, implemented, assessed, and maintained.
	<b>Supply Chain Risk Management (ID.SC):</b> The organization's priorities, constraints, risk tolerances, and assumptions are established and used to support risk decisions associated with managing supply chain risk. The organization has established and implemented the processes to identify, assess and manage supply chain risks.	Contracts with suppliers, service providers, and third-party partners are used to implement appropriate measures designed to meet the objectives of YouScience's Risk Management Plan.

PROTECT (PR)	<b>Identity Management, Authentication and Access Control (PR.AC):</b> Access to physical and logical assets and associated facilities is limited to authorized users, processes, and devices, and is managed consistent with the assessed risk of unauthorized access to authorized activities and transactions.	Identities and credentials issued by YouScience are managed, verified, revoked, and audited for authorized devices, users, and processes.
Function	Category	Contractor Response
	<b>Awareness and Training (PR.AT):</b> The organization's personnel and partners are provided cybersecurity awareness education and are trained to perform their cybersecurity-related duties and responsibilities consistent with related policies, procedures, and agreements.	Security awareness and training are periodically provided for YouScience personnel, so they possess the knowledge and skills to perform their tasks.
	<b>Data Security (PR.DS):</b> Information and records (data) are managed consistent with the organization's risk strategy to protect the confidentiality, integrity, and availability of information.	The confidentiality, integrity, and availability of data-at-rest and data-in-transit are protected. Protections against data leaks have been implemented. And the confidentiality, integrity, and availability of data-in-use are also protected.
	<b>Information Protection Processes and Procedures (PR.IP):</b> Security policies (that address purpose, scope, roles, responsibilities, management commitment, and coordination among organizational entities), processes, and procedures are maintained and used to manage protection of information systems and assets.	Response and recovery plans (e.g., incident response plan, business continuity plan, disaster recovery plan, contingency plan) have been created, shared with YouScience employees, and periodically maintained.
	<b>Maintenance (PR.MA):</b> Maintenance and repairs of industrial control and information system components are performed consistent with policies and procedures.	Systems, devices, and software used/issued by YouScience are managed throughout their life cycle, including pre-deployment checks, preventive maintenance, and disposition.
	<b>Protective Technology (PR.PT):</b> Technical security solutions are managed to ensure the security and resilience of systems and assets, consistent with related policies, procedures, and agreements.	Log records are generated for cybersecurity events and made available for continuous monitoring. Secure software development practices are integrated, and their performance is monitored throughout the software development life cycle (SDLC). Backups of platform software are conducted, protected, maintained, and tested. Policies and procedures for these operations have been created and maintained by the YouScience Data Security Team.
DETECT (DE)	<b>Anomalies and Events (DE.AE):</b> Anomalous activity is detected and the potential impact of events is understood.	Incident alert thresholds and alerts have been established and adverse events are analyzed to find possible attacks, compromises, mitigation, and solutions.
	<b>Security Continuous Monitoring (DE.CM):</b> The information system and assets are monitored to identify cybersecurity events and verify the effectiveness of protective measures.	Physical environment, personnel activity, technology usage, software and their data, and network services are monitored by the YouScience Data Security Team to find adverse cybersecurity events.
	<b>Detection Processes (DE.DP):</b> Detection processes and procedures are maintained and tested to ensure awareness of anomalous events.	Continuous evaluations, including reviews, audits, assessments, security tests, and exercises, are carried out to find anomalous events and identify improvements.
	<b>Response Planning (RS.RP):</b> Response processes and procedures are executed and maintained, to ensure response to detected cybersecurity incidents.	The YouScience Incident Response Plan has been created and is regularly revised and maintained.

RESPOND (RS)	<b>Communications (RS.CO):</b> Response activities are coordinated with internal and external stakeholders (e.g. external support from law enforcement agencies).	Information is shared on a need-to-know basis with internal and external stakeholders and law enforcement as required by the law and as directed by YouScience's security policies.
	<b>Analysis (RS.AN):</b> Analysis is conducted to ensure effective response and support recovery activities.	An analysis could be performed by the YouScience Data Security Team to determine what has taken place during an incident and the root cause of the incident. Actions performed during an investigation will need to be recorded and the record's integrity and provenance will need to be preserved.
	<b>Mitigation (RS.MI):</b> Activities are performed to prevent expansion of an event, mitigate its effects, and resolve the incident.	Risk responses will need to be identified and prioritized by the YouScience Data Security Team. Newly identified vulnerabilities are mitigated or documented as accepted risks.
Function	Category	Contractor Response
	<b>Improvements (RS.IM):</b> Organizational response activities are improved by incorporating lessons learned from current and previous detection/response activities.	Improvements for processes and activities across all Framework Functions will need to be identified based on lessons learned and response strategies will need to be created/updated by the YouScience Data Security Team.
RECOVER (RC)	<b>Recovery Planning (RC.RP):</b> Recovery processes and procedures are executed and maintained to ensure restoration of systems or assets affected by cybersecurity incidents.	In case of an incident, the YouScience incident recovery plan will be implemented. Recovery actions determined, scoped, prioritized, and performed in accordance with the plan will need to be executed. The integrity of restored assets will need to be verified, systems and services will be restored, and the team will also confirm normal operating status.
	<b>Improvements (RC.IM):</b> Recovery planning and processes are improved by incorporating lessons learned into future activities.	A plan is in place to ensure that improvements for processes and activities across all Framework Functions will be identified based on lessons learned and response strategies will be created/updated by the YouScience Data Security Team.
	<b>Communications (RC.CO):</b> Restoration activities are coordinated with internal and external parties (e.g. coordinating centers, Internet Service Providers, owners of attacking systems, victims, other CSIRTs, and vendors).	After an Incident, YouScience will mitigate any negative repercussions. Recovery activities and progress in restoring operational capabilities will be communicated to all pertaining parties.

## Exhibit D – Description of Services

YouScience is a career connected learning system that gives students the opportunity for personal self-discovery, career exploration, skills demonstration, work-based learning experiences, connections to post-secondary institutions, and connections to employers. The specific services provided are subject to the purchase order with the School.

YouScience provides the Student with one or more of the following services pursuant to the Terms of Use available at <https://www.youscience.com/terms-of-use/>, each of which either constitutes or generates Student Generated Content:

- Separate student account to access Student Generated Content for up to 10-years. The length of access depends on the specific service (e.g. Summit and certification results are 10 years, Snapshot results are 3 years).
- Performance measures of aptitudes
- Life-long credentials of value for communication to employers and post-secondary institutions
- Interest surveys
- Personality, learning style, and other self-awareness tools
- Interpersonal survey
- Personalized feedback
- Career discovery
- Resume generation and self-advocacy language
- Academic planning
- Work-based learning administration
- Education Connections (post-secondary education information and opportunities)
  - Recommended majors based upon interests, aptitudes, certifications, and other user input
  - Display logos and content from contextually relevant post-secondary education institutions for the purpose of aiding students in understanding a broad range of available educational opportunities
  - When available, the opportunity to connect directly with post-secondary education providers
- Employer Connections (local internship, work study, and employment information and opportunities)
  - Recommended internship, work study, and employment opportunities based upon interests, aptitudes, certifications, and other user input
  - Display contextually relevant employer logos or other employer content for the purpose of aiding students in understanding a broad range of available employment opportunities
  - When available, the opportunity to connect directly with local employers

YouScience provides the faculty of School with one or more the following services based on the purchase order with the School:

- Ability to experience the aptitude assessment and career guidance personally
- Invitation management
- View student results on an individual basis
- Track student progress individually and across groups
- Administrative reporting
- Academic advising reporting
- Academic planning
- Work-based learning administration
- Exam proctoring, which may include remote proctoring

YouScience provides aggregated, de-identified analytics for education recruitment, economic development, and workforce purposes.






# 2024.10.18 - DPA - Cattaraugus-Allegany BOCES - CLEAN

Final Audit Report

2024-10-19

Created:	2024-10-18
By:	Dave Hansen (dave.hansen@youscience.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAwZcbUcEoeXGYZYgUII7AuFQUdhqLH4wD

## "2024.10.18 - DPA - Cattaraugus-Allegany BOCES - CLEAN" History

-  Document created by Dave Hansen (dave.hansen@youscience.com)  
2024-10-18 - 10:44:44 PM GMT
-  Document emailed to J. Philip Hardin (phardin@youscience.com) for signature  
2024-10-18 - 10:44:49 PM GMT
-  Email viewed by J. Philip Hardin (phardin@youscience.com)  
2024-10-19 - 1:26:07 AM GMT
-  Document e-signed by J. Philip Hardin (phardin@youscience.com)  
Signature Date: 2024-10-19 - 1:26:27 AM GMT - Time Source: server
-  Agreement completed.  
2024-10-19 - 1:26:27 AM GMT



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**Terms of Use**

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**Last Updated: February 15, 2023**

Welcome. These Terms of Use (“**Terms**”) apply to you when you use YouScience, LLC’s (“**YouScience**” or “**we**,” “**us**” or “**our**”) products, services, and websites, including without limitation <https://www.youscience.com/>, along with the features, functionalities, applications, and browser extensions available through our websites (collectively our “**Services**”).

By using our Services, you agree to be legally bound by these Terms, so please read them carefully and make sure you understand them. If you don’t understand these Terms, or don’t accept any part of them, then you may not use the Services.

We may provide our Services directly to you or pursuant to agreements we have with a third party such as your school, school district, employer, or other entity (each or multiple together, a “**Sponsor**”). If you use the Services pursuant to an agreement between YouScience and a Sponsor, the Sponsor may provide you with additional terms that will also govern your use of the Services in addition to these Terms.

## 1. USING OUR SERVICES

**1.1 Age Requirement.** You must be at least 13 years old to use our Services unless you are using the Services through a School or other Sponsor as described in our Privacy Policy (available at <https://www.youscience.com/privacy-policy/>).

### 1.2 Accounts.

- (a) You must have an account to use our Services. In some cases, you may be able to utilize your Sponsor’s single sign-on tool, meaning you will be able to create an account and login to our Services using credentials you already use for other services. For more information about our practices regarding our collection, use, storage and disclosure of personal data with respect to



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- (b) You are responsible for all activities that occur under your account, so be sure to fully exit from your account at the end of each session. If you notice any unauthorized access to your account, please let us or your Sponsor know immediately.
- (c) We are not liable to you or any third party for any unauthorized use of your account, including, without limitation, any damage that results from any compromise or theft of your account.

**1.3 Acceptable Use.** Your access to and use of our Services must comply with the following (the “**Acceptable Use Restrictions**“):

- (a) You may not access or use our Services to publish, post, distribute or disseminate any content which is or could reasonably be viewed as: (a) hate speech, obscene, harassing, threatening, pornographic, abusive or defamatory to an individual or group of individuals on the basis of religious belief, race, gender, age, disability or otherwise; (b) inciting violence, or containing graphic or gratuitous violence; (c) an unauthorized commercial communication of any kind (including without limitation, spam); (d) fraudulent, inaccurate or misleading, or otherwise objectionable content of any kind; (e) infringing or violating someone else’s rights; or (f) disclosing anyone else’s personal contact details or invading their privacy.
- (b) You may not use our Services to violate any laws or in a manner that would violate any laws.
- (c) You may not transmit or upload any software or other materials that contain any viruses, worms, trojan horses, defects, time bombs or other items of a destructive nature.
- (d) You may not use our Services to engage in commercial activity.
- (e) You may not use our fee-based Services where you or your Sponsor has


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interfere with the normal operation of our Services; (3) taking any  
 .iposes, or may impose, as determined by us in our sole

discretion, an unreasonable or disproportionately large load on our  
 information technology infrastructure; (4) modifying, adapting, translating,  
 disassembling, decompiling, or reverse engineering any portion of our  
 Services or otherwise attempting to reconstruct or discover any source code  
 or underlying ideas, algorithms, file formats, or programming interoperability  
 interfaces of our Services; (5) disrupting or otherwise interfering with our  
 Services or the networks or servers we use; (6) impersonating any person or  
 entity or misrepresenting your connection or affiliation with a person or entity;  
 (7) collecting or storing, or attempting to collect or store, personal  
 information about other users of our Services, except as expressly permitted  
 under the these Terms or any other agreements that govern your use of the  
 Services; (8) creating a false identity on or in connection with our Services; (9)  
 releasing to any third party information related to your access to or use of our  
 Services for purposes of monitoring the availability, performance, or  
 functionality of our Services, or for any other benchmarking or competitive  
 purposes without our prior written approval; (10) copying our Services; (11)  
 accessing or using our Services in a service bureau or time-sharing  
 environment (including, without limitation, accessing our Services to provide  
 third parties a service consisting solely of the collection and entry of data and  
 other information on or available through our Services); (12) selling,  
 assigning, transferring, sublicensing, pledging, renting, or otherwise sharing  
 your rights under these Terms; (13) creating any derivative works based on  
 our Services; and (14) modifying, obscuring, or removing any proprietary  
 notices on or provided through our Services or copies thereof.

- (g) Without limiting the generality of the foregoing, you shall not access or use our  
 Services in violation of any of these Acceptable Use Restrictions. You will be  
 solely liable for any damages, costs or expenses arising out of or in  
 connection with your violation of any of these Acceptable Use Restrictions.  
 You shall notify us immediately upon becoming aware of any violation by any  
 person of any Acceptable Use Restriction and shall provide us with  
 reasonable assistance upon our request with any investigations we may



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g from your use of the Services, including, without limitation, fees in advance and any fees arising from your use of the Services.

Your authorization to use the Services is contingent on your payment of all applicable fees.

## 2. CONTENT AND INFORMATION

- 2.1 **User Data.** We may provide you with the ability to create, generate, and provide us with information, content, or materials when you use our Services for your own purposes (“**User Data**”). Such User Data may include, but is not limited to, assessment answers and results; preferences and communications; resumes, essays, research reports, and portfolios; and applications to schools, jobs, scholarships, etc. If you use the Services through a Sponsor, we may share your User Data with that Sponsor. We may also provide you with opportunities to connect with our third-party collaborators such as post-secondary institutions or potential employers that have agreed to receive such connections. In that case, we will only share your User Data with those third-party collaborators if you explicitly give us consent to do so.
- 2.2 **Sponsor Data.** If you use the Services through a Sponsor, we may receive information, content, or materials from the Sponsor through or in connection with Sponsor’s use of the Services, which may include, without limitation, the official records, files, and data directly related to you maintained by the Sponsor (“**Sponsor Data**”). For clarity, Sponsor Data does not include any User Data that has been is de-identified, or otherwise anonymized, and aggregated (“**Operational Data**”).
- 2.3 **Private Messages.** We may provide you with the ability to send private messages to, and receive private messages from, other users of the Services who are associated with your Sponsor, such as your teachers or counselors, and YouScience (“**Private Messages**”). Depending on how you use our Services, we may also provide you with the ability to send private messages to, and receive messages from, our third-party collaborators such as potential employers or post-secondary institutions that are directly related to your use of the Services (“**External Private Messages**”). Using External Private Message is optional. You will not receive messages from our third-party collaborators unless you consent to communicating with them. Private


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Messages may be intercepted without our knowledge or consent, and/or forwarded by recipients to others. We cannot guarantee

the security of any information, including Private Messages or External Private Messages, that you disclose online, and you do so at your own risk.

- 2.4 Personal Information.** For information regarding how we collect, use, and disclose personal information in connection with our Services, please see our Privacy Policy, located at <https://www.youscience.com/privacy-policy/>. Please note, as described in our Privacy Policy, this may include, but is not limited to, sharing personal information with Sponsors and other third parties. Our Privacy Policy may be updated from time to time, so please review it regularly. If you do not agree with the collection and use of personal information described in the Privacy Policy, please stop using our Services and terminate your access to our Services.
- 2.5 Feedback.** We appreciate your feedback or suggestions about our Services (“Feedback”) and may use that Feedback without restriction and without obligation.
- 2.6 Third Party Content.** The Services may allow you to access certain applications, websites, and other content owned or otherwise controlled by third parties (“Third Party Services”). Your access to and use of these Third Party Services may be subject to separate terms imposed by the providers of these Third Party Services (“Third Party Terms”). By accessing or using any Third Party Services, you agree to comply with any applicable Third Party Terms presented or that you otherwise agree to in connection with your access to or use of the applicable Third Party Service. We are not responsible or liable for: (i) the availability, functionality or accuracy of any Third Party Services; or (ii) the content, products or services on or available through such Third Party Services. Access to Third Party Services through our Services does not imply any endorsement by YouScience of the Third Party Services or any products or services available through the Third Party Services.

### 3. OWNERSHIP AND LICENSE

- 3.1 Services.** We own or license all rights, title and interest in and to our Services, including without limitation, all software and code that comprise and operate our Services, and all course materials, text, photographs, illustrations, images, graphics, audio, video, URLs and other materials provided through our Services.



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enhancement of our Services.

- 3.2 Limited License.** Subject to your acceptance of, and compliance with, these Terms, we hereby grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to access and use our Services and access your User Data for a period of 10 years or longer, starting the date you create an account, even where such period extends beyond the end of any agreement we have with your Sponsor, so long as the Services are generally available in the market. You obtain no rights in our Services except to use them in accordance with these Terms.
- 3.3 User Data.** You hereby grant us a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and display your User Data as necessary to provide the Services to you or your Sponsor.
- 3.4 Operational Data.** You hereby grant us a perpetual, irrevocable, non-exclusive royalty-free, worldwide license to copy, reproduce, distribute copies of, modify, perform, display, make derivatives of and make any improvements to Operational Data to improve our Services and for any other purposes we so choose.
- 3.5 Sponsor Data.** We use Sponsor Data to help set up accounts and provide the Services. Sponsor Data is governed by our agreements with Sponsors and Sponsors retain ownership of the Sponsor Data. For more information about what information we collect and how we use it, please refer to our Privacy Policy at <https://www.youscience.com/privacy-policy/>.

#### 4. TERMINATION AND SUSPENSION

- 4.1 Canceling your Account.** You may request that we cancel your account at any time by contacting [support@youscience.com](mailto:support@youscience.com). If you are under the age of 18, any request to cancel your account must come from your parent or guardian. If you use our Services through a Sponsor, there may be some cases in which we need to obtain approval from your Sponsor to cancel your account. If that is the case, we will let you know that cancelation requires approval from your Sponsor. To the extent there is information about you contained within the Sponsor Data,



#### 4.2 Right to Terminate



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terminate these Terms and your ability to access or use our Services if you violate any Acceptable Use Restriction, or if we believe that you have violated or acted inconsistently with the letter or spirit of these Terms. You agree that we will not be liable to you or any third party for any such termination.

**4.3 Effects of Termination.** If we exercise our termination rights available under these Terms, your license to access and use our Services shall immediately terminate and you must discontinue your access to and use of our Services.

**4.4 Fraudulent Activity.** If we suspect that you are engaging in any fraudulent, abusive, or illegal activity, we may refer such matter to appropriate law enforcement authorities.

**4.5 Survival.** The provisions of these Terms which by their nature are intended to survive the termination or cancellation of these Terms shall continue as valid and enforceable obligations notwithstanding any such termination or cancellation.

**4.6 Suspension Rights.** Without limiting anything set forth herein, we may immediately suspend all or part of your access to and use of the Services if: (i) we reasonably determine that your use of the Services could adversely impact the Services, a third party's use of services we provide to such third party, or the network or servers we use to provide the Services; (ii) there is suspected unauthorized third party access to or use of the Services; (iii) we reasonably believe that immediate suspension is required to comply with applicable laws; (iv) you violate any Acceptable Use Restriction; or (v) you violate these Terms. We will reinstate any Services suspended pursuant to this Section when we determine, in our sole discretion, the circumstances giving rise to the suspension have been resolved. Unless prohibited by applicable law and where reasonably possible, we will provide you with prior notice of any such suspension and the basis for any such suspension.

## 5. WARRANTY DISCLAIMER



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EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING NO WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, QUIET POSSESSION, OR NON-INFRINGEMENT. NOTHING WE OR OUR AFFILIATES SAY OR WRITE SHALL CREATE A WARRANTY OF ANY KIND.

- (b) WE DO NOT WARRANT THAT THE SERVICES, OR ANY OF THE RESULTS FROM THE USE THEREOF, WILL MEET YOUR, OR ANY THIRD PARTY'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE WITH ANY SOFTWARE, SYSTEMS, OR OTHER SERVICES OR BE SECURE, ACCURATE, COMPLETE, OR FREE OF HARMFUL CODE.
- (c) WE EXPRESSLY DISCLAIM THAT THE SERVICES WILL BE WITHOUT ERROR OR INVULNERABLE TO VIRUSES, WORMS, OR OTHER HARMFUL SOFTWARE.
- (d) WE DO NOT REPRESENT THAT ANY DATA, COMMUNICATIONS, PERSONALIZED SETTINGS OR OTHER INFORMATION THAT WE COLLECT, STORE, OR TRANSMIT IN CONNECTION WITH YOUR ACCESS TO AND USE OF THE SERVICES WILL NEVER BE ERRONEOUSLY DELETED OR MISDELIVERED.

5.2 YOUR ACCESS TO AND USE OF OUR SERVICES, DOWNLOAD OF ANY SOFTWARE RELATING TO OUR SERVICES AND USE OF ANY INFORMATION WE MAY PROVIDE, OR RESULTS GENERATED, THROUGH OR IN CONNECTION WITH YOUR ACCESS TO OR USE OF OUR SERVICES IS AT YOUR SOLE OPTION, DISCRETION AND RISK.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS MAY NOT APPLY TO YOU.

## 6. LIMITATION OF LIABILITY

6.1 **Maximum Liability.** WITHOUT LIMITING ANYTHING SET FORTH IN THESE TERMS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, OUR ENTIRE

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MENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL  
DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS TO OR USE OF OUR SERVICES OR

FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR ACCESS TO OR USE OF OUR SERVICES.

**6.3 No Liability for Disputes with Third Parties.** IF YOU HAVE ANY DISPUTE WITH ONE OR MORE USERS OR OTHER THIRD PARTY, INCLUDING, WITHOUT LIMITATION AND AS APPLICABLE, ANY SPONSOR, ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS TO OR USE OF OUR SERVICES, YOU RELEASE US FROM CLAIMS, DEMANDS, AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN CONNECTION WITH SUCH DISPUTES. IN ENTERING INTO THIS RELEASE, YOU EXPRESSLY WAIVE ANY PROTECTIONS (WHETHER STATUTORY OR OTHERWISE) THAT WOULD OTHERWISE LIMIT THE COVERAGE OF THIS RELEASE TO INCLUDE ONLY THOSE CLAIMS WHICH YOU MAY KNOW OR SUSPECT TO EXIST IN YOUR FAVOR AT THE TIME YOU AGREE TO THIS RELEASE.

**6.4 Applicability of Limitations.** THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME STATES OR JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY, SO SOME OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU. IN SUCH STATES OR JURISDICTIONS, OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

## 7. DISPUTE RESOLUTION

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS.

**7.1 Governing Law.** All matters relating to these Terms, and any dispute or claim arising therefrom or related thereto, shall be governed by and construed in



7.2 Prevailing Party

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and exclusively in the United States District Court for the District Courts of the State of Utah covering Utah County, as appropriate.

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- 7.3 Waiver of Trial by Jury.** TO THE EXTENT PERMITTED BY LAW, YOU KNOWINGLY, VOLUNTARILY, UNCONDITIONALLY AND INTENTIONALLY WAIVE YOUR RIGHT TO A TRIAL BY JURY IN ANY ACTION OR LEGAL PROCEEDING ARISING OUT OF OR RELATING TO OUR SERVICES.
- 7.4 Waiver of Class Action.** YOU AGREE THAT BY ACCESSING OR USING OUR SERVICES, YOU ARE WAIVING THE RIGHT TO PARTICIPATE IN A CLASS ACTION. YOU FURTHER AGREE THAT YOU MAY BRING CLAIMS AGAINST YOUSCIENCE ARISING OUT OF OR RELATING TO OUR SERVICES ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE OR COLLECTIVE PROCEEDING.
- 7.5 Prevailing Party.** IN ANY ACTION OR PROCEEDING BETWEEN YOU AND YOUSCIENCE (AND OUR AFFILIATES AND SUBSIDIARIES, AND OUR AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS) IN CONNECTION WITH THESE TERMS, YOUR ACCESS TO OR USE OF THE SERVICES, OR YOUR DEALINGS WITH YOUSCIENCE (AND OUR AFFILIATES AND SUBSIDIARIES), THE PREVAILING PARTY WILL BE ENTITLED TO RECOVER ITS REASONABLE ATTORNEY FEES AND COSTS FROM THE OTHER PARTY.

## 8. MISCELLANEOUS TERMS

- 8.1 Electronic Communications.** We may communicate with you using electronic means. You (1) consent to receive communications from us in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide to you electronically, including, these Terms, satisfy any legal requirement that such communications would satisfy if they were provided in a hardcopy writing. The foregoing does not affect your non-waivable rights.



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most closely matches the intent of the original provision and the applicable Terms shall continue in effect.

- 8.3 **Waivers.** Our failure to enforce any provision of the Terms shall not be deemed a waiver of such provision nor of the right to enforce such provisions.
- 8.4 **Our Rights.** We have the right, but not the obligation, to change or terminate all or any part of our Services; refuse, move, or remove anything that is available through our Services; or deny anyone at any time access to our Services.
- 8.5 **Changes to Terms.** We may update or modify these Terms from time to time, without limitation by posting a revised version of these Terms on our Services and by publishing a general notice of such changes on our Services. You can review the most current version of these Terms at any time at [youscience.com/terms-of-use](https://www.youscience.com/terms-of-use). By accessing or using our Services after we have provided such notice, you agree to be bound by such modifications.
- 8.6 **Compliance with Applicable Laws.** You certify that you will comply with all applicable laws (e.g., federal, state, local, and other laws) and the Terms when accessing or using our Services. Without limiting the foregoing, by accessing or using our Services, you represent and warrant that: (1) you are not located in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a “terrorist supporting” country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties. If you access or use our Services outside the United States, you are solely responsible for ensuring that your access to and use of our Services in such country, territory, or jurisdiction does not violate any applicable laws. We reserve the right, but have no obligation to, in our sole discretion, monitor where our Services are accessed from, and the right, but not the obligation, to block or otherwise restrict access to our Services, in whole or in part, from any geographic location.
- 8.7 **Mistakes or Errors.** Without limiting anything set forth in these Terms, you acknowledge and agree that under no circumstances will we be responsible for any



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