

SpringBoard® Digital — Terms of Use for Educators

Acceptance of Terms

Welcome to SpringBoard® Digital. SpringBoard Digital is brought to you by the College Board (the "College Board," "we," or "us"), as the result of an agreement between the College Board, and your school district or school. The SpringBoard program is a comprehensive program that helps prepare 6th through 12th grade students to succeed at college-level work and is offered exclusively to those teachers and students whose schools have a subscription to use the program. As part of the SpringBoard program you may access or obtain unique services, products, information, and ("Services") provided at www.springboard.collegeboard.org (the "Site") Your use of the Services and Site is subject to these Site Terms and Conditions, and the Terms and Conditions of the SpringBoard Subscription Agreement (collectively "Terms of Use"). If you register with us for certain Services, the Terms of Use includes and incorporates additional terms specific to those Services. The additional terms will be presented to you for your acceptance at the time of your registration for those Services. We reserve the right to change or amend the Terms of Use without notice.

User Account, Password, Security, and Confidentiality

In the Terms of Use, "you" refers to the person who registers to become a user of the SpringBoard Digital. You agree that all information you provide during registration or otherwise is true, accurate, and complete, and you agree to keep such information up to date. We are not responsible or liable for any problems that may arise due to your failure to give us accurate, truthful or complete information or if you fail to update the information you provide to us. We reserve the right to refuse service or membership to any person or entity for any or no reason whatsoever.

To obtain the Services, you are subject to the Site Terms and Conditions. Your username and password are personal to you, and you may not allow others to use your username or password under any circumstances. You are entirely responsible for maintaining the confidentiality of your username and password. We are not liable for any harm caused or related to the theft or misappropriation of your username or password, disclosure of your username or password, or your authorization of anyone else to use your username or password. You agree to notify us immediately if you become aware of or believe there is or may have been any unauthorized activity or use of your username or password or any other need to deactivate your username or password due to security concerns. We will not be liable for any loss or damage arising from your failure to do so.

Privacy

The College Board recognizes the importance of protecting your privacy. Any personal or other information you share with us is securely managed and safeguarded. In addition to these Site Terms of Use, please also review the Privacy Policy located at <https://www.collegeboard.org/privacy-policy>, which is incorporated herein by this reference.

User Conduct

Your use of the Site is subject to all applicable local, state, national laws and regulations and, in some cases, international treaties. Your use of the Site is also subject to your school's policies, including without limitation its policy concerning privacy of student records under the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, and its implementing regulations. You are solely responsible and liable for your activity, behavior, conduct and use of the Site and any other activity or conduct in connection with the Services by anyone who uses your username or password.

You agree not to allow any person to use your account (other than an agent acting on your behalf and subject to your supervision) to access any features of the Site that may require registration. We retain the right to deny access to anyone who we believe has violated these terms or any other term of the Terms of Use.

You shall not use the Site, allow others to use the Site, or knowingly condone use of the Site by others, in any manner that attempts to, or is likely to:

- send or result in the transmission of junk e-mail, chain letters, duplicative or unsolicited messages, or so-called "spamming";
- be libelous, defamatory, indecent, vulgar or obscene, or offensive, harmful, harassing, intimidating, threatening, hateful, objectionable, discriminatory or abusive or may appear to impersonate anyone else;
- affect us adversely or reflect negatively on us, the Site, our goodwill, name or reputation or cause duress, distress or discomfort to us or anyone else, or discourage any person, firm or enterprise from using all or any portion, features or functions of the Site, or from advertising, linking or becoming a supplier to us in connection with the Site;
- be used for commercial or business purposes, including, without limitation, advertising, marketing or offering goods or services, whether or not for a charge or through linking with any other web site or web pages;
- transmit, distribute or upload programs or material that contain malicious code, such as viruses, timebombs, cancelbots, worms, trojan horses or other potentially harmful programs or other material or information or in any way modify, disrupt, impair, alter or interfere with the use,

features, functions, operation or maintenance of the Site or the rights or use and enjoyment of the Site by any other person, firm or enterprise;

- violate any laws, regulations, judicial or governmental order, or any treaties or violate or infringe upon any intellectual property rights, including, but not limited to copyrights, trademarks, rights of publicity or privacy, or any other rights of ours or of any other person, firm or enterprise; or
- gain unauthorized access to the Site, other users' accounts, names, passwords, user information or other computers, web sites or pages connected or linked to the Site or to use the Site in any manner which violates or is inconsistent with the Terms of Use.

Message Center and Postings

Portions of the Site provide you and other users an opportunity to submit, post, display, transmit and/or exchange information, ideas, opinions, images, creative works or other information, messages, transmissions or material to us, the Site or others ("Postings"). On certain pages of the Site, e-mail messages sent by or to you may be accessible to other SpringBoard teacher participants. You acknowledge that you are responsible for any such Postings, and that by submitting Postings you are representing that you are the owner of the material contained in the Postings, or your Postings are made with the express consent of the owner of the material. Submitting material that is the property of another, without the consent of its owner, not only is a violation of this Agreement, but also may subject you to legal liability for infringement of copyright, trademark or other intellectual property rights. You agree that we are not liable for any damage resulting from any infringement of proprietary rights or any other harm caused by your Postings. By submitting Postings, you grant the College Board the unrestricted and perpetual right to reproduce, modify, publish, and distribute such Postings as we see fit in any medium and for any purpose without further permission, notice, or compensation. You warrant that all moral rights in any Postings that you submit to us have been waived.

We do not exercise editorial control over Postings. Postings may contain the views, opinions, statements, offers, and other material of the respective users, suppliers, participants, or authors. We do not endorse, are not responsible for, and make no representations or warranties regarding, Postings, their accuracy, or supplier ability or fitness for any particular purpose, and we shall not be liable for any harm resulting from, or in connection with, reliance on any such Postings. In addition, we shall not be a party to, or liable in any way for any harm associated with, any transaction between our users and any other user or participant on this Site. Any products or services offered or sold on or through the Site by any person other than the College Board are offered or sold subject to terms and conditions solely between our users and such other person or supplier.

We reserve the right (but assume no obligation) at any time and without limiting any and all other rights we may have under this Agreement, at law or in equity, to: (a) monitor e-mail messages and Postings; (b) refuse to allow you to make Postings on the Site; (c) remove and delete Postings for any or no reason whatsoever; (d) revoke your right to use the Site; and/or (e) use any technological, legal, operational or other means available to us to enforce the provisions of this Agreement, including, without limitation,

blocking specific IP addresses or deactivating your registration. We assume no responsibility for deletion of Postings or any failure to store, receive or deliver Postings in a timely manner or any other matter relating to Postings. Please note that advertisements, chain letters, pyramid schemes, and solicitations are inappropriate and will be subject to removal, in addition to the other remedies provided herein.

No Soliciting

You agree not to use the Site to advertise or to solicit anyone to buy or sell products or services, or to make donations of any kind, without our express written approval.

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The College Board hereby grants to you a limited, non-exclusive, non-transferable, non-assignable, revocable license to use all content available on SpringBoard materials, in print, or otherwise provided to you (the "Materials") for the sole purpose of use within the classroom of a teacher participating in the SpringBoard Program at a School or for non-commercial, non-distributable use in accordance with these Site Terms and Conditions. Under this license grant, you are permitted to make derivative works of the Materials only for the uses prescribed in this section (License Grant).

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Special Conditions for International Use and Exports

The College Board makes no representations that the Services or the Site are appropriate for use in all locations, or that transactions, products, instruments, or services discussed are available or appropriate for sale or use in all jurisdictions. You access the Site and the Services on your own initiative and are responsible for compliance with applicable local laws or regulations. Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable content. Specifically, you agree to comply with all applicable laws regarding the transmission of data or information exported from the United States or the country in which you reside. You further agree not to upload to the Site any data or software that cannot be exported without prior written government authorization, including, but not limited to, certain encryption software. This assurance and commitment shall survive termination of the Terms of Use. Residents of Cuba, Iran, Iraq, Libya, North

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Linked Web Sites

This Site may provide links that lead to websites maintained by third parties over which we have no control. These other websites are subject to their own terms and conditions of use and privacy policies. The inclusion of such a link does not imply endorsement of these websites by the College Board, our affiliates or sponsors, nor does the College Board warrant that these other websites do not contain viruses or otherwise affect your computer.

Downloaded Content

It is your responsibility to take precautions to ensure that information, data, and software you download or otherwise select for your use is free of viruses and other destructive items.

Consent to Electronic Communications

When you register for Services, you may agree to allow us to send you information and other materials regarding products and services, as described in our Privacy Policy.

Expiration of Terms of Use

The Terms of Use remain in effect until terminated by you or the College Board. You may terminate your account by sending notice via email to College Board at the following address: sbtechsupport@collegeboard.org. Once we disable your account and password your account will be considered terminated. If you are unsatisfied with the Services provided through SpringBoard Digital, your sole remedy is to cease using the Site and terminate your account. The College Board may also terminate this agreement, your account and your use of the Site, in whole or with respect to a Service, with or without cause, at any time by disabling your password and username. We may notify you of the termination via e-mail (or other written notice) to the address that you provided during the registration process. After termination of this agreement, your account and/or a Service, you are not authorized to access or use the Site or terminated Service, and you shall cease all such access and use. If you nonetheless access the Site or use the Services in spite of any partial or full termination, your use of, or access to, the Services will be subject to the Terms of Use then in effect at that time.

Changes to Terms of Use and Services

We may make changes to the Terms of Use at any time. Your continued use of the Site and Services indicates your continued agreement to be bound by the Terms of Use as changed from time to time. You should review the Terms of Use often to stay informed of changes that may affect you. If you have registered with us and provided us with an e-mail address, we may provide you with notice informing

you that the Terms of Use have changed, but such notice shall be for convenience only and shall not be required for the effectiveness of the changes. The College Board may also make changes to the Services and Site, including discontinuing any Service or provision of any content, or otherwise restricting access and use. We reserve the right to do so without prior notice to you. The College Board reserves the right to change or add any fees or charges for access to or use of SpringBoard Site or any of the Services at any time during the term of this agreement.

No Warranties/Limitation of Liability

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IN NO EVENT WILL THE COLLEGE BOARD OR ANY OF ITS RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS OR SUPPLIERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY PUNITIVE, CONSEQUENTIAL, DIRECT, INCIDENTAL, INDIRECT, SPECIAL, OR SIMILAR DAMAGES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. You therefore agree that all access to and use of the Services and the Site are solely at your own risk. Because some states or jurisdictions do not allow the exclusion or limitation of liability for certain damages, in such states or jurisdictions, the liability of the College Board, and its respective affiliates, officers, directors, employees, agents, contractors, and suppliers shall be limited in accordance with the Terms of Use to the fullest extent permitted by law. You specifically waive any and all claims arising out of use of the Services and/or the Site. Any Service for which a separate fee is charged carries with it only the representations and warranties specifically stated that are attributable to that service.

The College Board, and its respective affiliates, officers, directors, employees, agents, contractors, or other suppliers shall not be liable for any loss, cost, or damage due to causes beyond their control. You understand that the College Board does not accept any responsibility for security of information transmitted over the Internet.

Without limiting any of the foregoing, if the College Board, or any of its affiliates, officers, directors, employees, agents, contractors or suppliers is found liable to you for any claims or matters arising under or in connection with the Terms of Use, the College Board's and such parties' aggregate and maximum liability for all such matters and claims in any calendar year shall not exceed the amounts paid by you to the College Board for the specific Service or product giving rise to such liability.

Indemnification

You agree to indemnify, defend and hold the College Board and its affiliates, officers, directors, employees, agents, contractors and suppliers, harmless from and against any and all claims, actions, losses, expenses, damages and costs (including reasonable attorneys' fees), resulting from any breach or violation of the Terms of Use by you. We reserve the right to assume, at our sole expense, the exclusive defense and control of any such claim or action and all negotiations for settlement or compromise, and you agree to cooperate fully with us in the defense of any such claim, action, settlement or compromise negotiations, as requested.

Miscellaneous

The Site is operated by or on behalf of the College Board in the United States and is intended solely and exclusively for residents of the United States, its territories and possessions. The Terms of Use, together with our and any other rules, regulations, procedures and policies to which we refer and which are hereby incorporated by reference, contains the entire understanding and agreement between you and the College Board and supersedes any and all prior or inconsistent understandings relating to the Site and your use of the Site. Except for the College Board affiliates, this agreement does not confer any rights, remedies, or benefits upon any person other than you and the College Board. The Terms of Use may be amended only by a written or electronic form duly accepted and agreed to by the College Board and you, or in the manner described in the Section "Changes to Terms of Use and Service" above. You may not assign the Terms of Use without the prior written consent of the College Board. This Terms of Use shall be binding on and inure to the benefit of the parties and their respective successors and assigns. Should any provision of the Terms of Use be held to be void, invalid, unenforceable, or illegal by a proper legal authority, the validity and enforceability of the other provisions shall not be affected. Any provision which must survive in order to allow us to enforce its meaning shall survive the termination of the Terms of Use; however, no action arising out of the Terms of Use or your use of the Site, regardless of form or the basis of the claim, may be brought by you more than one (1) year after the cause of action has arisen (or if multiple causes, from the date the first such cause arose). The Terms of Use and your use of the Site and Services are governed by, construed and enforced in accordance with the internal substantive laws of the State of New York applicable to contracts made, executed and wholly performed in New York, and, for the purposes of any and all legal or equitable actions, you specifically agree and submit to the exclusive jurisdiction and venue of the State and Federal Courts situated in the State and County of New York and agree you will not object to such jurisdiction or venue on the grounds of lack of personal jurisdiction, forum non convenience or otherwise. To the extent it may be applicable, you agree with us to opt out from and expressly exclude any applicability of the Uniform Computer

Information Transactions Act. IN ANY ACTION OR PROCEEDING COMMENCED TO ENFORCE ANY RIGHT OR OBLIGATION OF THE PARTIES UNDER THE TERMS OF USE, YOUR USE OF THE SITE OR WITH RESPECT TO THE SUBJECT MATTER HEREOF, YOU HEREBY WAIVE ANY RIGHT YOU MAY NOW HAVE OR HEREAFTER POSSESS TO A TRIAL BY JURY.

Contacting the Web Site

If you have any questions about the practices of, or your dealings with the SpringBoard program, its Services or this Site, you may contact sbtechsupport@collegeboard.org or 877-999-7723.

Last updated July 2015

Privacy Policy

Privacy Policy for SpringBoard® Online

The SpringBoard program is a comprehensive program that helps prepare 6th through 12th grade students to succeed at college-level work and is offered exclusively to those teachers and students whose schools have subscription to the program. As part of the SpringBoard program you may access or obtain unique services, products, information, and ("Services") provided by the College Board (the "College Board", "we" or "us") available at springboard.collegeboard.org (the "Site"). The Site is maintained by collegeboard.org and is designed to provide access to information, goods, and services that facilitate the transition of our student users from middle school to high school to college and to facilitate communication between students and teachers who participate in the SpringBoard program. The College Board recognizes the importance of protecting the privacy rights of users of our Site. Any information shared between users and the College Board is securely managed and safeguarded in accordance with all applicable laws, policies and guidelines set forth below.

Changes to Privacy Statement

These guidelines have been developed recognizing that Internet technologies rapidly evolve. From time to time, the College Board may need to change this Privacy Policy because of changes in the law, technology, the College Board's business or in our attempts to better serve our users' needs. We will use every effort to communicate in a timely manner any changes to our Privacy Policy in the manner described in the [Site Terms of Use for SpringBoard Website \(Educators\)](#). Below we explain how we may collect personal information, what we do with it, and how we protect it.

What information does the Site gather?

You must enter the personally identifiable information requested at the time of registration. If you choose not to provide certain information, you may not be able to access some areas of our Site; obtain or register for the Springboard services; or complete transactions initiated by you. In addition to the information that you provide during registration, if you are a student, schools and school districts participating in the SpringBoard program may provide us with directory information or other personally identifiable information from your education records to facilitate your registration and participation in the SpringBoard program. If so, the school or school district has assured us that it may disclose such information to us consistent with the Family Education Rights and Privacy Act, 20 U.S.C. 1232g, and its implementing regulations ("FERPA") and other applicable law and policy.

Information gathered through traffic monitoring

Like many other websites, this Site is equipped with a program that monitors traffic by automatically recording every visitor's host, domain name, pages visited, length of user sessions, browser type and/or IP address. This program tracks the number of times the site is hit, how many visitors come to the site, which parts of the site they frequent, and the length of time of each visit. This information does not contain personally identifiable information and is used to evaluate areas of interest and to improve this Site and may be provided to third parties by College Board or its affiliates.

Information gathered through registration, login, and obtaining services

This Site collects first name, middle name, last name, grade, date of birth, username and password, if provided by user. Any and all personally identifiable information that is collected on this Site is maintained by the College Board and its affiliates in accordance with this Privacy Policy; the Guidelines on the Uses of College Board Test Scores and Related Data; the confidentiality policies set forth in printed and online test registration materials; and all applicable laws. By providing such information, each user who is a teacher or a student 18 years of age or older consents to this Privacy Policy, including the uses of the information described in this Policy. Any user under the age of 13 years old who wishes to use this Site must register with a parent, guardian or teacher. The College Board does not knowingly collect personally identifying information from users under 13 years old without the consent of a parent, guardian or teacher.

How we will use your information

Listed below are some of the ways in which your information may be used:

- to improve the College Board's and its affiliates' products and services;
- to customize the content and/or layout of our page for each individual user;
- to notify visitors about updates, products, services, and/or special offers from the College Board or its affiliates, colleges, scholarship programs, selected vendors, or suppliers;

- to assist our suppliers and selected vendors in targeting updates, new products, services, and/or special offers to you through College Board;
- to ask for your participation in brief surveys;
- to generate aggregate statistical studies and conduct and report research related to the college admission process;
- to complete any purchases or other transactions you may do on the Site, including providing your information to the relevant supplier or selected vendor so that it can complete your purchase or transaction;
- to identify, develop, and offer products and services that may help our student users in the transition from middle school to high school to college, to help make our student users' college experience more enjoyable and cost efficient, or to obtain such products and services from suppliers and selected vendors;
- to share with contractors who assist collegeboard.org with programming and technical aspects of hosting and website operation. All contractors subscribe to the College Board's confidentiality and privacy conditions;
- to give teachers participating in the SpringBoard program access to their students' personal information, including registration information; and
- to share with your teachers, school, or school district information relating to your participation in the SpringBoard program, including without limitation assessments and progress reports.

Except for directory information or as otherwise permitted by FERPA and other applicable laws, the College Board will use personally identifiable information from education records of an educational agency or institution only for purposes of the SpringBoard program and will not disclose such information to any other party. Except as described above or as otherwise described in this Privacy Policy, information you provide to the College Board on the Site will not be sold, rented, loaned, or otherwise used.

What about Cookies?

A cookie is a small text file placed on a user's computer hard drive when a user visits a website. The cookie gives the user a unique, random ID. This ID enables our Site to recognize each visitor readily on subsequent visits to this Site. For example, a cookie may indicate the preferences selected by a user on a prior visit and facilitate more efficient browsing on subsequent visits by using such preferences to customize the content and/or layout of our Site for the user. Although this Site uses cookies this way, our users have the option of not accepting them. Site users are free to change their web browsers to prevent the acceptance of cookies. Please note that if you reject our Site's cookies, it will affect the functionality of and your ability to use this Site. Our Site's cookies do not contain personally identifiable information collected by the College Board.

College Board Suppliers and Selected Vendors; Linked Sites

The College Board provides links, for the convenience of our users, to websites of organizations that are not related to the SpringBoard program or the College Board. If you click on a link that takes you to a website outside of this Site, we are not responsible for their privacy policies or information collection

practices and uses. In addition, when you initiate a transaction with one of our suppliers or selected vendors through the Site, the information you and we submit to the supplier or selected vendor for the transaction becomes subject to the supplier's or selected vendor's privacy or information use policies. The College Board is not responsible for the privacy or information use policies of its suppliers and selected vendors.

What choices does the user have?

You will always have the ability to opt not to receive e-mail or other means of communication from the College Board. The College Board respects your privacy and realizes that not everyone likes to receive special offers or information. You will have the ability when registering on the Site to opt out of receiving e-mail or other communications. If you receive such e-mail or communications and would prefer not to in the future, you may remove your name from the College Board lists by replying to messages with the word "unsubscribe" as the subject line or by contacting us at sbtechsupport@collegeboard.org. Again, please remember, once we have provided information to our suppliers or selected vendors due to transactions initiated by you, we are not responsible for their use of the information, and you should consult their respective privacy and information use policies.

Who can I contact for more information about this Site's privacy practices?

If you have questions about this Privacy Policy or this Site's privacy practices, please contact us by e-mail at sbtechsupport@collegeboard.org.

Security of your information

The importance of security for all personal information associated with our users is of utmost concern to us. You must have a secure browser - one that supports secure transmission of data across the Internet - to purchase items on this Site. For more information, use your browser's help feature.

We exercise great care in providing secure transmission of your information from your computer to our servers. Unfortunately, no data transmission over the Internet can be guaranteed to be 100% secure. Once we receive your transmission, we use our best efforts to ensure its security on our systems. When credit card information is transmitted, we use industry standard, SSL (secure socket layer) encryption.

Your SpringBoard password is protected so that only you can access it and view information relevant to your account. We recommend that you do not divulge your password to anyone. You are responsible for maintaining the secrecy of your password and any account information.

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