

Terms and Conditions of Use  
Effective December 10, 2020

Welcome to MyAchievementNetwork.org (“myANet”, or “Platform”). These are our Terms and Conditions for you to use myANet, which is operated by The Achievement Network, Ltd. (“ANet,” “we,” “us”).

Please carefully read these terms and conditions. By using your login to access myANet, you agree, on behalf of your organization, to abide by these Terms and Conditions. All references to “you” in these terms refer to your organization, which has licensed access to myANet from ANet under a program agreement. All authorized users of your organization are expected to comply with these Terms. If you do not agree to all these Terms or cannot make those representations to us, you must stop using the Platform immediately.

All personal information we collect via the Platform is subject to our myANet Privacy Policy, which is where we spell out what we do with the personal information we collect when you use our Platform. Our M\myANet Privacy Policy is part of these Terms. Additionally, any personal information we collect when you use our Platform is governed by these Terms and the program agreement in place for such use. If you are part of an organization that has a program agreement with us, these Terms will apply only to the extent they don’t conflict with that program agreement.

Any use of the Platform or Content (defined below) not expressly permitted by these Terms or express permission for use of Content included on the Platform or on our website is a breach of these Terms and may violate copyright, trademark and other laws.

**Ownership of Content: Our License to You**

myANet is owned and operated by us. The visual interfaces, graphics, design, compilation, information, content, computer code (including source code or object code), products, services, student assessment items, educational and professional development artifacts and resources, videos, images, audio and text available through the Platform and all other elements of our Platform provided by us (collectively, the “Content”) are protected by United States copyright, patent, trade secret, trade dress and trademark laws, international conventions, and other relevant intellectual property and proprietary rights, and applicable laws and are subject to different licenses for use by you.

Unless specified otherwise, all Content contained on our Platform (other than content that is linked in the Platform from a third-party) is our property, our third-party licensors’ property or licensed to us under Creative Commons licenses. All Creative Commons Licensed Content will be labeled with the applicable type of CC license, e.g. “CC BY-NC-SA”, and you can read the details of those licenses here:

<https://creativecommons.org/licenses>. All trademarks, service marks, and trade names are proprietary to ANet or our third-party licensors. You may not use myANet Content in any manner that infringes our or any other person or entity’s proprietary rights.

**Ownership of Content: Your License to Us**

Certain portion of the Platform enables you to contribute by uploading your own content. You will continue to own any such content even after you upload it. However, by uploading content, you grant us a royalty-free, non-exclusive, transferable, sublicensable (through multiple tiers), worldwide license to use, host, reformat and reproduce your content and transmit and display it to others within your school, school

district or organization. This license will be perpetual unless you notify us that you would like your content removed from the Platform.

### **Digital Millennium Copyright Act**

We respect authors' and content holders' intellectual property rights. It is our policy to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act ("DMCA"). If you are a copyright owner or an agent and believe that any content on myANet infringes your copyrights, you may submit your DMCA notice to our DMCA Agent with the information set forth in 17 U.S.C 512(c)(3) to:

Copyright Agent / DMCA Agent  
The Achievement Network, Ltd.  
One Beacon St.  
Boston, MA 02108  
[legal@achievementnetwork.org](mailto:legal@achievementnetwork.org)

If you believe that your content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material in your content, you may send a counter-notice to our Copyright Agent.

### **Standard of Conduct**

We expect you to use our Website in a respectful and legal manner and in compliance with these Terms, which includes not doing things such as:

- (a) transmitting or communicating material or content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable or harmful to others in any way;
- (b) impersonating any person or entity or falsely stating or otherwise misrepresenting your affiliation with a person or entity;
- (c) forging headers or otherwise manipulating identifiers in order to disguise the origin of any content transmitted to other users;
- (d) transmitting, accessing or communicating any content that you do not have a right to transmit or infringes another person's intellectual property rights;
- (e) introducing any material that contains software viruses, trojan horses, worms, logic bombs or other material that is malicious and/or designed to interrupt, destroy content or be otherwise harmful;
- (f) obtaining or accumulating personal information about individual users or collecting or storing personal data about other users;
- (g) using the Platform in a way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries);
- (h) using any robot, spider or other automatic device, process or means to access our Platform for any purpose, including monitoring or copying any of the content on myANet;
- (i) using any manual process to monitor or copy any of the Content on myANet or for any other unauthorized purpose without our prior written consent;
- (j) using any device, software or routine that interferes with the proper working of our Platform;
- (k) attempting to gain unauthorized access to, interfere with, damage or disrupt any parts of myANet, the server on which it is stored, or any server, computer or database connected to it;
- (l) attacking myANet via a denial-of-service attack or a distributed denial-of-service attack or otherwise attempting to interfere with the proper working of the Platform;
- (m) posting, uploading, or distributing marketing material, advertisements, spam, content designed to aid search engine optimization, content in HTML format with links or redirects, or other commercial content that detracts from the ANet educational experience; or

(n) uploading any student work product or other materials that could be considered “education records” under the Family Educational Rights and Privacy Act (“FERPA”).

If we add social media features to myANet, you are required to interact with other users as respectful education professionals and to post only appropriate content. We may suspend or terminate your account for any reason, in our sole discretion, but we are particularly likely to do so if you behave unprofessionally, harasses other users, make discriminatory comments or posts content that is not appropriate for a K-12 educational setting.

### **Data Collection and Security**

In connection with your use of myANet, you will be asked to provide ANet with data about yourself and your students. You represent and warrant that you have the right to provide ANet with all of the data you input into myANet. As your students use the Platform, data will be generated about your students’ usage and assessment performance (“Partner Data”). Your school or school district will continue to own all right, title, and interest in and to all Partner Data. By using the Platform, you are granting to ANet (a) a worldwide, royalty-free license to use the Partner Data during the term of Your program agreement with us to host and make access to our Platform available to you; and (b) a worldwide, royalty-free, perpetual license to use the Partner Data for product development, research, internal training and professional development and other educational purposes.

We take the protection of Partner Data, particularly personally identifiable Partner Data, very seriously. We will not reveal student names, identifiers or individual assessment results to any third parties unless they have entered into a written contract with us to help us provide services to your school and/or school district. We will not use any Partner Data to advertise or market to students or parents. For a full description of our data handling and privacy policies and procedures, please review our myANet Privacy Policy.

### **Access to myANet**

You are entirely responsible for any actions that are taken using your login information, even if obtained illegally by someone (such as a hacker) or if you unintentionally disclose them. Please contact us immediately if any of your login information has been compromised.

We will use commercially reasonable efforts to make myANet available to you 24 hours a day, except for scheduled downtime, of which we always try to give you reasonable notice by posting a notice in the Platform whenever possible. Be aware that availability of the Platform may be impacted by circumstances beyond our reasonable control, including without limitation, internet issues, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, or Internet service provider failures or delays.

### **Limitations on Use**

By using our Platform, you agree not to (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or algorithms underlying myANet; (b) modify, copy, translate, or create derivative works based on myANet or any of the content contained therein; (c) rent, lease, distribute, sell, resell, assign, or otherwise transfer rights to myANet; (d) use myANet for timesharing or services bureau purposes or otherwise for the benefit of a third party other than students or staff within Your school/school district or organization; or (e) remove any proprietary notices from myANet.

You may not reproduce, upload, post, transmit, download, or distribute any part of the myANet content or information, or information accessed at other sites through links made from myANet, other than printing out or downloading portions of the text and images for use in connection with the work of your organization. If you leave myANet via a link to a third-party site, we are not responsible for that third party site, and Your use of that third party site will be governed by that site's terms of use, not these Terms.

You must use myANet in compliance with all applicable laws, rules, and regulations, including, without limitation, laws and regulations that govern the export of technical data outside of the United States.

#### **Limitation of Warranties and Liability; Indemnity**

EXCEPT AS SET FORTH IN THESE TERMS, WE MAKE NO WARRANTIES WITH RESPECT TO THE PLATFORM. WE DO NOT WARRANT THAT MYANET WILL MEET ALL YOUR REQUIREMENTS, WILL BE ACCURATE, OR WILL BE ENTIRELY UNINTERRUPTED OR ERROR FREE. WE EXPRESSLY EXCLUDE AND DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. WE WILL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS OF ANY KIND ARISING OUT OF OR RELATED TO YOUR USE OF MYANET, INCLUDING WITHOUT LIMITATION, DATA LOSS OR CORRUPTION, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT, OR OTHERWISE.

IN NO EVENT WILL WE OR OUR LICENSORS, EMPLOYEES, AGENTS, AFFILIATED AUTHORS, OR CONTRACTORS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR MULTIPLE DAMAGES OF ANY KIND, WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT, OR OTHERWISE. IN NO EVENT SHALL OUR LIABILITY TO YOU EXCEED THE TOTAL AMOUNT OF FEES PAID BY YOUR ORGANIZATION TO US FOR ACCESS TO THE PLATFORM.

By using the Platform, you agree to indemnify, defend, and hold us and our licensors harmless against any claim brought against us and/or our licensors by a third party that arises from your use of myANet, provided, that we: (a) promptly give you written notice of the claim; (b) give you sole control of the defense and settlement of the claim; and (c) provide you with reasonable assistance, at your expense, with respect to the defense of such claim.

#### **Governing Law and Jurisdiction**

We operate myANet from within the United States. We do not represent that myANet is appropriate for use outside the United States. If you access myANet from outside the United States, you are responsible for compliance with any applicable local law. Your use of myANet is governed in all respects by the laws of the Commonwealth of Massachusetts, USA, without regard to the choice of law provisions, and not by the United Nations Convention on Contracts for the International Sale of Goods. Any dispute or claims related to these Terms brought by you or by us will be resolved by binding arbitration in Boston, MA, in accordance with the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrators may be entered in any court.

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR OUR PLATFORM MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

#### **Modifications**

We may change these Terms from time to time. We will post notices on the Platform, but ultimately you are responsible for complying with the most recent version of these Terms. We may change the functionality of myANet, or stop offering the Platform altogether, at any time and without notice to you.

**Termination**

We will suspend or terminate your account upon your request, unless your account is provided through an agreement we have with another party, such as your school or school district. Additionally, we may suspend or terminate your account at any time, in our sole discretion. Typically, we would only suspend or terminate your account if you violate these Terms, fail to log in for an extended period of time or abuse the Platform or other users.

**General**

Our failure to exercise or enforce any right or provision of these Terms is not a waiver of such right or provision. If any provision of these Terms is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or eliminated from these Terms to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions.