

Terms of Service

Hi! You are now reading Padlet's Terms of Service, meaning the contract between you and Padlet when you use Padlet's site, services, and products. You should read this carefully before you use Padlet. We've tried to be fair and straightforward. If you have any questions or suggestions, feel free to email us. We've also included several annotations (*in italics*); these annotations aren't a part of the contract itself, but are intended to help you follow the text and emphasize key sections.

1. Accepting the Terms of Service

Please read these Terms of Service, our [Privacy Policy](#), and our [Community Guidelines](#) (collectively, the "Agreement") carefully before using Padlet.com (the "Site") and/or the other domains, products, services, and/or content provided by Wallwisher, Inc. (all of those collectively with the Site, the "Services") (Wallwisher, Inc., a Delaware corporation, collectively with its agents, consultants, employees, officers and directors, "Padlet," "we," or "us"). By using or accessing the Services, you ("Subscriber" or "you") agree to become bound by all the terms and conditions of this Agreement. If you do not agree to all the terms and conditions of this Agreement, you shouldn't and aren't permitted to use the Services.

2. Modifications to this Agreement

Padlet reserves the right, in its sole discretion, to modify this Agreement at any time by posting a revised Agreement through the Services and by providing notice to you that this Agreement has changed, generally via e-mail where practicable, and otherwise through the Services (such as through a notification in your Padlet Profile). You are responsible for reviewing and becoming familiar with any modifications to this Agreement. Modifications are effective when posted, and your use of the Services following any such posted modification and notice of same constitutes your acceptance of the terms and conditions of this Agreement as modified. Note that, if you have prepaid for any Paid Services (as defined below) prior to a modification of this Agreement, your use of such prepaid Paid Services is governed by the version of this Agreement in effect at the time Padlet received your prepayment.

As Padlet grows and improves, we might have to make changes to the Terms of Service. When we do, we'll let you know. Starting with this version, we're also going to make it a practice to post old versions so it's easy to see changes/additions/deletions.

3. Use of the Services

Can kids use Padlet? Of course, but Padlet is not currently directed to children and we expect that use by children will only be done with the guidance, supervision and consent of their parents, guardians and/or authorized school officials. Further, we rely on parents and guardians to ensure minors only use the Service if they can understand their rights and responsibilities as stated in these Terms and our [Privacy Policy](#). In the United States, if you are the sponsor of a Sponsored Group (the "Sponsor"), including a School that is using Padlet, that includes children under the age of 13, you (or

your school) assumes the responsibility for complying with the U.S. Children's Online Privacy Protection Act ("COPPA") and, to the extent applicable, The Family Educational Rights and Privacy Act ("FERPA"). This means that the Sponsor must notify parents/guardians of the information to be collected and obtain parental/guardian consent before collecting and sharing with the Service the personal information of children under the age of 13 in order to establish an account or use the Service. Schools may under appropriate circumstances provide such consent on behalf of parents/guardians. For more information on complying with COPPA, see the Federal Trade Commission's website at <http://www.ftc.gov/privacy/coppafaqs.shtm>. If you are outside of the United States, please ensure that you are complying with any laws applicable to you before submitting any child's personal information or permitting any child to submit personal information to us. If a school outside the United States wants to enable its students to use Padlet, Padlet will work with such schools on case by case basis to ensure compliance with any applicable laws regarding the collection of information from minors.

Service Changes and Limitations: The Services change frequently, and their form and functionality may change without prior notice to you. Padlet retains the right to create limits on and related to use of the Services in its sole discretion at any time with or without notice. Padlet may also impose limits on certain Services or aspects of those Services or restrict your access to parts or all of the Services without notice or liability. Padlet may change, suspend, or discontinue any or all of the Services at any time, including the availability of any product, feature, database, or Content (as defined below). Padlet may also suspend Accounts (as defined below) at any time, in its sole discretion.

This section makes it clear that Padlet is an ever-evolving platform. With new products, services, and features launching all the time, we need flexibility to make changes, impose limits, and occasionally suspend or terminate certain offerings (like features that flop). We can also suspend any individual account at any time. That sounds harsh, but we only use that power when we have a reason, as outlined in these Terms of Service, our Privacy Policy, and our Community Guidelines.

Limitations on Automated Use: You may not do any of the following while accessing or using the Services: (a) access, tamper with, or use non-public areas of the Services, or the computer or delivery systems of Padlet and/or its service providers; (b) probe, scan, or test any system or network (particularly for vulnerabilities), or otherwise attempt to breach or circumvent any security or authentication measures; (c) access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by Padlet (and only pursuant to those terms and conditions), unless you have been specifically allowed to do so in a separate agreement with Padlet, or unless permitted by Padlet's robots.txt file or other robot exclusion mechanisms; (d) scrape the Services, and particularly scrape Content (as defined below) from the Services, without Padlet's express prior written consent; (e) use the Services to send altered, deceptive, or false source-identifying information, including without limitation by forging TCP-IP packet headers or e-mail headers; or (f) interfere with, or disrupt, (or attempt to do so), the access of any Subscriber, host or network, including, without limitation, by sending a virus to, spamming, or overloading the Services, or by scripted use of the Services in such a manner as to interfere with or create an undue burden on the Services.

Don't do bad things to Padlet or other users. Some particularly egregious examples of automated "bad things" are listed in this section.

4. Registration, Padlet URLs, and Security

As a condition to using certain of the Services, you may be required to create an account (an "**Account**") and select a password and Padlet username. You may also select new Padlet URLs (of the form padlet.com/wall/"example") for each blog you create. You should provide Padlet with accurate, complete, and updated registration information, particularly your e-mail address, and failure to do so may result in suspension of your Account.

It's really important that the email address associated with your Padlet Account is accurate and up-to-date. If you ever forget your password - or worse, fall victim to a malicious phishing attack - a working email address is often the only way for us to recover your account.

You agree that you shall not select or use as a Padlet URL a name of another person or entity with the intent to impersonate that person or entity or with the intent to otherwise cause confusion as to the origin or provenance of your Account. Padlet reserves the right to refuse registration of, cancel, or modify a Padlet URL in its sole discretion.

Don't choose a Padlet URL with the intention of impersonating someone/something or otherwise causing confusion about who's behind your blog. Parody, criticism, and other fair uses of others' names are fine, so long as there's no intention to impersonate or confuse.

You are also responsible for maintaining the confidentiality of your Account password and for the security of your Account, and you will notify Padlet immediately of any actual or suspected loss, theft, or unauthorized use of your Account or Account password.

5. Privacy

Any information you provide to Padlet is subject to Padlet's [Privacy Policy](#), which governs our collection and use of your information. You understand that through your use of the Services you consent to the collection and use (as set forth in the [Privacy Policy](#)) of this information.

6. Content and Subscriber Content

Definitions: For purposes of this Agreement: (1) the term "Content" means a creative expression and includes, without limitation, video, audio, photographs, images, illustrations, animations, logos, tools, written posts, replies, and comments, information, data, text, software, scripts, executable files, graphics, and interactive features, any of which may be generated, provided, or otherwise made accessible on or through the Services; (2) the term "Subscriber Content" is all Content that is posted or otherwise provided or transferred to the Services by a Subscriber (including, without limitation, by you); and Content also includes, without limitation, all Subscriber Content.

Ownership: Subscribers retain ownership of all intellectual property rights in their Subscriber Content, and Padlet and/or third parties retain ownership of all intellectual property rights in all

Content other than Subscriber Content.

You retain ownership of any intellectual property you post to Padlet.

Subscriber Content License to Padlet: When you transfer Subscriber Content to Padlet through the Services, you give Padlet a non-exclusive, worldwide, royalty-free, sublicensable, transferable right and license to use, host, store, cache, reproduce, publish, display (publicly or otherwise), perform (publicly or otherwise), distribute, transmit, modify, adapt (including, without limitation, in order to conform it to the requirements of any networks, devices, services, or media through which the Services are available), such Subscriber Content. The rights you grant in this license are for the limited purpose of operating the Services in accordance with their functionality, improving the Services, and allowing Padlet to develop new Services.

When you upload your creations to Padlet, you grant us a license to make that content available in the ways you'd expect from using our services (for example, via your blog, RSS, the Padlets Dashboard, etc.). We never want to do anything with your content that surprises you.

Something else worth noting: We're thrilled to offer our support as a platform for our creators, and we'd never claim to be entitled to royalties or reimbursement for the success of what you've created. It's your work, and we're proud to be a part (however small) of what you accomplish.

You also agree that this license includes the right for Padlet to make all publicly-posted Content available to third parties selected by Padlet, so that those third parties can distribute and/or analyze such Content on other media and services.

An example of what it means to "make all publicly-posted Content available" to a Padlet partner for distribution or analysis would be if we licensed a feed of already-publicly-available Content to a partner, similar to how Twitter makes feeds available through its Streaming API.

Note also that this license to your Subscriber Content continues even if you stop using the Services, primarily because of the social nature of Content shared through the Services - when you post something publicly, others may choose to comment on it, making your Content part of a social conversation that cannot later be erased without retroactively censoring the speech of others.

One thing you should consider before posting: When you make something publicly available on the Internet, it becomes practically impossible to take down all copies of it.

You also agree that you will respect the intellectual property rights of others, and represent that you have all of the necessary rights to grant us this license for all Subscriber Content you submit to the Services.

Compliance with Community Guidelines: You agree that you won't post Subscriber Content that violates, or otherwise use your Account in ways that violate, Padlet's Community Guidelines.

Termination and Deletion: On termination of your Account or upon your deletion of particular pieces of Subscriber Content from the Services, Padlet shall make reasonable efforts to make such Subscriber Content inaccessible and cease use of it; however, you acknowledge and agree that: (a)

caching of, copies of, or references to the Subscriber Content may not be immediately removed; and (b) such removed Subscriber Content may persist in backups (not available to others) for a reasonable period of time.

7. Use of Trademarks

Any use of Padlet's trademarks, branding, logos and other such assets in connection with the Services shall be in accordance with the Padlet [Trademark Guidelines](#).

8. Warranty Disclaimer; Services Available on an "AS-IS" Basis

Your access to and use of the Services or any Content is at your own risk. YOU UNDERSTAND AND AGREE THAT THE SERVICES ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. WITHOUT LIMITING THE FOREGOING, TO THE FULL EXTENT PERMITTED BY LAW, PADLET DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. Padlet makes no representations or warranties of any kind with respect to the Services, including any representation or warranty that the use of the Services will (a) be timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data, (b) meet your requirements or expectations, (c) be free from errors or that defects will be corrected, or (d) be free of viruses or other harmful components. Padlet also makes no representations or warranties of any kind with respect to Content; Subscriber Content, in particular, is provided by and is solely the responsibility of, the Subscribers providing that Content. No advice or information, whether oral or written, obtained from Padlet or through the Services, will create any warranty not expressly made herein.

9. Release From Liability

You release, to the fullest extent permitted by law, Padlet, its directors, officers, shareholders, employees, representatives, consultants, agents, suppliers, and/or distributors from responsibility, liability, claims, demands, and/or damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with the following:

- Disputes between Subscribers, including those between you and other Subscribers.
- Third party sites and services, including content found on such sites and services.
- Disputes concerning any use of or action taken using your Account by you or a third party.
- Claims relating to the unauthorized access to any data communications or Content stored under or relating to your Account, including unauthorized use or alteration of such communications or your Content.
- Claims relating to in any way to any face-to-face meetings in any way related to Padlet at any venues.

If you are a California resident, you waive California Civil Code Â§1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the

time of executing the release, which if known by him must have materially affected his settlement with the debtor."

10. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PADLET, ITS DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, AGENTS, SUPPLIERS, AND/OR DISTRIBUTORS SHALL NOT BE LIABLE FOR: (A) ANY INDIRECT, INCIDENTAL, EXEMPLARY PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER; (B) LOSS OF PROFITS, REVENUE, DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES; (C) DAMAGES RELATING TO YOUR ACCESS TO, USE OF, OR INABILITY TO ACCESS OR USE THE SERVICES; (D) DAMAGES RELATING TO ANY CONDUCT OR CONTENT OF ANY THIRD PARTY OR SUBSCRIBER USING THE SERVICES, INCLUDING WITHOUT LIMITATION, DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OR CONTENT; AND/OR (E) DAMAGES IN ANY MANNER RELATING TO ANY CONTENT. THIS LIMITATION APPLIES TO ALL CLAIMS, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, WHETHER OR NOT PADLET HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND FURTHER WHERE A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL LIABILITY OF PADLET AND ITS DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, AGENTS, SUPPLIERS, AND/OR DISTRIBUTORS, FOR ANY CLAIM UNDER THIS AGREEMENT, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE GREATER OF FIFTY DOLLARS (US\$50.00) OR THE AMOUNT YOU PAID US TO USE THE APPLICABLE SERVICE(S).

11. Exclusions to Warranties and Limitation of Liability

Some jurisdictions may not allow the exclusion of certain warranties or the exclusion/limitation of liability as set forth in Section 14, so the limitations above may not apply to you.

12. Termination


Either party may terminate this Agreement at any time by notifying the other party. Padlet may also terminate or suspend your access to or ability to use any and all Services immediately, without prior notice or liability, for any reason or no reason, including but not limited to if you breach any of the terms or conditions of this Agreement. In particular, Padlet may immediately terminate or suspend Accounts that have been flagged for repeat copyright infringement. Upon termination of your access to or ability to use a Service, including but not limited to suspension of your Account on a Service, your right to use or access that Service and any Content will immediately cease. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability. Termination of your access to and use of the Services shall not relieve you of any obligations arising or accruing prior to such termination or limit any liability which you otherwise may have to Padlet or any third party.

13. Legal Disputes

You and Padlet agree that we will resolve any claim or controversy at law or equity that arises out of this Agreement or the Services in accordance with this Section or as you and Padlet otherwise agree in writing. Before resorting to litigation, we strongly encourage you to contact us directly to seek a resolution.

Law and Forum for Legal Disputes: This Agreement shall be governed in all respects by the laws of the State of California as they apply to agreements entered into and to be performed entirely within California between California residents, without regard to conflict of law provisions. You agree that any claim or dispute you may have against Padlet must be resolved exclusively by a state or federal court located in San Francisco County, California, except as otherwise agreed by the parties. You agree to submit to the personal jurisdiction of the courts located within San Francisco County, San Francisco for the purpose of litigating all such claims or disputes.

14. Miscellaneous

 This Agreement, including the University Laboratory School Software Addendum as attached, as modified from time to time, constitutes the entire agreement between you and Padlet with respect to the subject matter hereof. This Agreement replaces all prior or contemporaneous understandings or agreements, written or oral, regarding the subject matter hereof and constitutes the entire and exclusive agreement between the parties. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable, or sublicensable by you except with Padlet's prior written consent. Padlet may assign this Agreement in whole or in part at any time without your consent. No agency, partnership, joint venture, or employment is created as a result of this Agreement and you do not have any authority of any kind to bind Padlet in any respect whatsoever. Any notice to Padlet that is required or permitted by this Agreement shall be in writing and shall be deemed effective upon receipt, when delivered in person by nationally recognized overnight courier or mailed by first class, registered or certified mail, postage prepaid, to Wallwisher, Inc., 175 Acalanes Drive, #31, Sunnyvale, CA, USA, Attn: Legal Department.

15. Special Provisions for Subscribers Located Outside of the United States

Padlet provides global products and services and enables a global community for individuals to share and follow the things they love. Padlet's operations are, however, located in the United States, and Padlet's policies and procedures are based on United States law. As such, the following provisions apply specifically to Subscribers located outside of the United States: (1) you consent to the transfer, storage, and processing of your information, including but not limited to Subscriber Content and any personal information, to and in the United States and/or other countries; and (2) if you are using the Services from a country embargoed by the United States, or are on the United

States Treasury Department's list of "Specially Designated Nationals," you agree that you will not conduct any commercial activities using or through the Services.

16. DMCA Copyright Policy

Padlet has adopted the following policy toward copyright infringement on the Services in accordance with the Digital Millennium Copyright Act (a copy of which is located at <http://www.loc.gov/copyright/legislation/dmca.pdf>, the "DMCA"). The address of Padlet's Designated Agent for copyright takedown notices ("Designated Agent") is listed below.

Reporting Instances of Copyright Infringement: If you believe that Content residing or accessible on or through the Services infringes a copyright, please send a notice of copyright infringement containing the following information to the Designated Agent at the address below:

1. Identification of the work or material being infringed.
2. Identification of the material that is claimed to be infringing, including its location, with sufficient detail so that Padlet is capable of finding it and verifying its existence.
3. Contact information for the notifying party (the "Notifying Party"), including name, address, telephone number and e-mail address.
4. A statement that the Notifying Party has a good faith belief that the material is not authorized by the copyright owner, its agent or law.
5. A statement made under penalty of perjury that the information provided in the notice is accurate and that the Notifying Party is authorized to make the complaint on behalf of the copyright owner.
6. A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed.

After removing material pursuant to a valid DMCA notice, Padlet will immediately notify the Subscriber responsible for the allegedly infringing material that it has removed or disabled access to the material. Padlet reserves the right, in its sole discretion, to immediately terminate the account of any Subscriber who is the subject of repeated DMCA notifications.

Submitting a DMCA Counter-Notification: If you believe you are the wrongful subject of a DMCA notification, you may file a counter-notification with Padlet by providing the following information to the Designated Agent at the address below:

- The specific URLs of material that Padlet has removed or to which Padlet has disabled access.
- Your name, address, telephone number, and email address.
- A statement that you consent to the jurisdiction of Federal District Court for the judicial district in which your address is located (or the federal district courts located in New York County, New York if your address is outside of the United States), and that you will accept service of process from the person who provided the original DMCA notification or an agent of such person.
- The following statement: "I swear, under penalty of perjury, that I have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled."

- Your signature.

Upon receipt of a valid counter-notification, Padlet will forward it to Notifying Party who submitted the original DMCA notification. The original Notifying Party (or the copyright holder he or she represents) will then have ten (10) days to notify us that he or she has filed legal action relating to the allegedly infringing material. If Padlet does not receive any such notification within ten (10) days, we may restore the material to the Services.

Designated Agent

Wallwisher, Inc.

981 Mission St, San Francisco, CA 94103

Attn: Copyright Agent

Email: hello@padlet.com

The Board of Trustees of Illinois State University

Ernest Olson by Brown

Ernest Olson, Director of Purchases

Wallwisher, Inc.

Zohab Jamal

Zohab Jamal (Head of Growth)

Privacy Policy

Last updated: Jun 2, 2021

This Privacy Policy ("Policy") applies to all products, services, and content offered by Wallwisher, Inc. DBA Padlet ("Padlet," "we," "us," "our," and our subsidiaries, affiliates, or holding company). When handling your information, Padlet may be acting as both a Controller and a Processor as those terms are defined under the European Union's General Data Protection Regulation ("GDPR").

Overview

Overview

Padlet takes user privacy seriously. This Policy describes how we handle information collected in relation to access and use of padlet.com (the "Site"), our mobile and desktop applications (the "App"), browser extensions, blog, and related products and services (collectively, the "Service"). When you access or use the Service, you are deemed to consent to the collection, use, retention, transfer, structuring, manipulation, storage, transmission and/or disclosure (collectively, "processing") of your information as described in this Policy and in accordance with applicable laws.

This Policy does not govern what our users do on their own padlets (i.e. custom pages that people make using the Service). When you visit a padlet page created by another Padlet user, that page may collect more information than we do and may provide information to third parties that we have no relationship with. We request you use discretion when sharing personal information on padlet pages created by other users.

This Policy also does not apply to websites or services you might access through links or other features (e.g., YouTube videos, Twitter buttons) on the Service. These other services have their own privacy policies, and we encourage you to review them before providing them with personal information.

Information We Track Automatically

Information We Track Automatically

When you use the Service, we may automatically collect information, including personal information, about you and how you use the Service. This information is necessary for the adequate performance of the contract between you and us, to enable us to comply with legal obligations and given our legitimate interest in being able to provide and improve the Service.

If you use Padlet on different devices, we may associate and combine the information we collect

from those different devices to help us provide a consistent service across your different devices. If we do combine any automatically-collected information with personal information, we will treat the combined information as personal information, and it will be protected as per this Policy.

Information Collected Using Cookies

Cookies are data that a website can store on a user's web browser for a duration of time. Every website stores its own set of cookies and, by design, one website cannot read the cookies of another website.

Padlet's cookies are used to:

- authenticate users
- keep users logged in while they use the Service
- track behavior on the Service (e.g. which page the user visited after the home page)
- remember user preferences (e.g. timezone)

When you share links to external services on Padlet, e.g. YouTube, those services may store cookies on your browser too. We have no control over the cookies they store and what they do with them.

Information Related to Your Device

We collect device-specific information such as:

- device brand, version, and type (e.g. Samsung Galaxy S9 Cellphone)
- operating system and version (e.g. Android 8.0)
- browser type and version (e.g. Chrome 63.0)
- screen size and resolution (e.g. 375px wide retina screen)
- battery and signal strength (e.g. 15% battery, 75% signal strength)

This helps us measure how the Service is performing, improve Padlet for you on your particular device, and send you push notifications if you've opted in to receive them.

Information Related to the Use of the Service

We collect information about how people use the Service. This information includes general usage information, and may include information such as the number and frequency of our visitors, which pages or features of the Service they have visited, which links on the Service they have clicked on, and the length of those visits.

We may also use third party applications and services, such as Google Analytics (GA), to collect, analyze, and report this information. We may also use some of this information in aggregate form, that is, as a statistical measure related to all of our users that would not identify you personally.

We use information about your use of the Service to improve and enhance your experience on the Service.

Information Related to Your Location

An IP address is an address assigned to any device connected to the Internet. Depending on where you are, your IP address can be unique to your computer, or shared among many devices. An IP address can be used to locate the device it is assigned to, and in turn the user using it.

When you use the Service, we collect your IP address for:

- personalization (e.g. showing Portuguese site to Brazilian users)
- analytics (e.g. how many people from France used Padlet today)
- detecting and preventing spam and malware (e.g. blocking the IP addresses posting bad links)
- troubleshooting issues with our Service (e.g. if users in Chicago are seeing more errors than users in New York, we should investigate our Chicago servers)

We do not store your IP address anywhere on our service for longer than 30 days after your visit. We use Google Analytics' IP anonymization feature to prevent them from associating your activity with your identity. (So, GA will only see that someone in San Francisco visited page X, not someone who lives on the corner of 6th St and Mission St.)

Information Related to Your Search History

We track your search queries on the Service to learn your preferences and improve your search results over time.

Information received from third-party sources

We may also obtain information, including personal information, from third-party sources to update or supplement the information you provided or we collected automatically. This may include aggregated anonymous information or certain personal information that may be provided to us. If we receive personal information from third-parties, we will handle it in accordance with this Policy. If we directly combine information we receive from other third-parties with personal information that we collect through the Service, we will treat the combined information as personal information and

handle it in accordance with this Policy.

Local law may require you authorize the third-party to share your information with us before we can acquire it. We do not control, supervise, or respond to how third parties providing your information process your personal information, and any information request regarding the disclosure of your personal information to us should be directed to such third-parties.

Whom Do We Share the Collected Information With?

Whom Do We Share the Collected Information With?

First and foremost, you should know that Padlet does not sell or rent your personal information to any third-party for any purpose.

We share information we collect from you under the limited circumstances set forth below:

Information Shared With the Public Through the Service

All registered users have a public profile (e.g. <https://padlet.com/doodlebug>). The profile has the user's profile photo, name, username, bio, and their public padlets.

These profiles are accessible to and searchable by all Padlet users. These profiles may also be indexed by search engines like Google and Bing.

Any content you post on a public padlet is also indexable by search engines and, as such, is open to the public.

Information Shared With Other Padlet Users Through the Service

When you collaborate with other people, they can see your profile photo, name, and username.

Information Shared With Service Providers in Order to Operate and Improve the Services

We work with many vendors, service providers, and other partners to help us provide the Service by performing tasks on our behalf. These service providers may be located inside or outside of the European Economic Area ("EEA"). We may need to share or provide information (including personal information) to them to help them perform these business functions. E.g.:

- We use Front to manage customer support requests. We share your name, your email, and your messages with them.
- We use Sentry to notify us when a user encounters an error so we can fix it promptly. We share your device information with them.

- We use Chargebee to manage billing. They store your name, email, and credit card information. These providers have limited access to your personal information to perform these tasks on our behalf, and are contractually bound to protect and use it only for the purpose for which it was disclosed and consistent with this Policy. Padlet has also entered into Data Processing Agreements with parties who process data on our behalf or in connection with the use of the Padlet Service.

Information Shared with Third Parties

We may share aggregated information (information about our users that we combine together so that it no longer identifies or references an individual user) and other de-identified or non-personally identifiable information, with users, partners, press, or other third-parties in order to, for example, demonstrate how Padlet is used, spot industry trends, or to provide marketing materials for Padlet. Any aggregated information and non-personalized information shared this way will not contain any personal information.

Information Disclosed to Fulfil Legal Obligations

We may disclose personal information if necessary to comply with the law, such as complying with a subpoena or other legal process. We may need to disclose personal information where, in good faith, we think it is necessary to protect the rights, property, or safety of Padlet, our employees, our community, or others, or to prevent violations of our Terms of Service or other agreements. This includes, without limitation, exchanging information with other companies and organizations for fraud protection or responding to law enforcement and government requests.

Where appropriate, we may notify users about the legal requests, unless (i) providing notice is prohibited by the legal process itself, by court order we receive, or by applicable law; (ii) we believe that providing notice would be futile, ineffective, create a risk of injury or bodily harm to an individual or group, or create or increase a risk of fraud upon Padlet, or its users. In instances where we comply with legal requests without notice for these reasons, we will attempt to notify that user about the request after the fact where appropriate and where we determine in good faith that we are no longer prevented from doing so.

Information Disclosed Pursuant to Business Transfers

Over time, Padlet may grow and reorganize. We may share your personal information with affiliates such as a parent company, subsidiaries, joint venture partners or other companies that we control or that are under common control with us, in which case we will require those companies to agree to use your personal information in a way that is consistent with this Policy.

In the event that all or a portion of Padlet or its assets are acquired by or merged with a third-party, personal information that we have collected from users would be one of the assets transferred to or acquired by that third-party. This Policy will continue to apply to your information, and any acquirer would only be able to handle your personal information as per this Policy (unless you give consent to a new policy). We will provide you with notice of an acquisition within 30 days following the completion of such a transaction, by posting on our homepage, or by emailing you on your email address on file. If you do not consent to the use of your personal information by such a successor company, you may request its deletion from the company.

In the unlikely event that Padlet goes out of business, or files for bankruptcy, we will protect your personal information, and will not sell it to any third-party.

Information Shared to Enforce Content Policy

To make sure that all content on Padlet conforms to our content policy, we run all user content, no matter the privacy, through a series of automated checks. If any content is flagged to be in violation of our content policy, an authorized personnel at Padlet may look at it to determine the appropriate action to be taken against that content. This helps us keep the Service safe and appropriate for all users.

Information You Share with Third Party Services

You may access Third Party Services through the Service, for example by watching a YouTube video on a padlet. You may also choose to share information that you provide to us with Third Party Services (e.g., by posting your padlet to Twitter or Facebook). These services have their own privacy policies which we don't govern. We encourage you to review them before providing them with personal information.

Information Shared With Your Consent or at Your Request

Other than the cases above, we will share your information only if we have your consent.

How We Secure Information

How We Secure Information

The security of your personal information is important to us. We maintain administrative, technical and physical safeguards to protect against loss, theft, unauthorized use, disclosure, or retrieval of personal information. In particular:

- We perform application security testing; penetration testing; conduct risk assessments; and monitor compliance with security policies
- We periodically review our information collection, storage and processing practices, including physical security measures, to guard against unauthorized access to systems
- We continually develop and implement features to keep your personal information safe
- When you enter any information anywhere on the Service, we encrypt the transmission of that information using secure socket layer technology (SSL/TLS) by default
- We ensure passwords are stored and transferred securely using encryption and salted hashing
- The Service is hosted on servers at a third-party facility, with whom we have a contract providing for enhanced security measures. For example, personal information is stored on a server equipped with industry standard firewalls. In addition, the hosting facility provides a 24x7 security system, video surveillance, intrusion detection systems and locked cage areas
- We operate a 'bug bounty' security program to encourage an active community of third-party security researchers to report any security bugs to us
- We restrict access to personal information to authorized Padlet employees, agents or independent contractors who need to know that information in order to process it for us, and who are subject to strict confidentiality obligations and may be disciplined or terminated if they fail to meet these obligations
- We require subprocessors to comply with security requirements via separate data processing agreements

Although we make concerted good faith efforts to maintain the security of personal information, and we work hard to ensure the integrity and security of our systems, no practices are 100% immune, and we can't guarantee the security of information. Outages, attacks, human error, system failure, unauthorized use or other factors may compromise the security of user information at any time.

If we learn of a security breach, we will attempt to notify you electronically (subject to any applicable laws) so that you can take appropriate protective steps; for example, we may post a notice on our Site or elsewhere on the Service, and email to your email address on file. Depending on where you live, you may have a legal right to receive notice of a security breach in writing.

Deleting Your Account

Deleting Your Account

You may delete your Account at any time. You can do so from your Account Settings page on the Site or the App or by emailing us at hello@padlet.com. If you email us, we may require sufficient identifying information to be able to determine that you own the account.

When you delete your account, we delete:

- your profile information and any other content you provide in your profile (such as your name, username, password, email address, and profile photos)
- all the padlets you have created and all the content posted on them, whether or not that content was created by you

We do not delete the user content you posted on padlets created by other users. It will continue to be on the platform, albeit anonymized (unless you shared personal information in the user content itself). Padlets are shared documents and the creator of the padlet is ultimately the owner of the content on it. It jeopardizes the contract between you and the padlet creator if you are allowed to delete content. If you shared a Google Doc with someone and they edited it, you wouldn't want the edits to disappear if they deleted their account the following day.

We also do not delete non-identifiable aggregate information about your usage of the service.

We aim to maintain our services in a manner that protects information from accidental or malicious destruction. Because of this, even after you update or delete personal information you have provided us from our Service, your personal information may be retained in our backup files, archives, and server logs for up to 30 days, unless legal obligations require us to retain them for longer periods of time.

Please be aware that deleting your Account may not fully remove all content you have published on our Service from search engine indexes (e.g. Google) and network caches. We cannot control the behavior of these entities.

Your Rights

Your Rights

You have the choice to request correction and/or deletion of personal information we process about you as well as to request that we cease communicating with you where we do so on the basis of your consent or previous customer relationship with you. If you are a registered user, you can access and

update most information associated with your Account by logging in to the Service and checking your Account Settings page.

Your GDPR Rights

Customers based in the European Union or the European Economic Area shall have the following data subject rights in line with the European Union General Data Protection Regulation:

- Right to withdraw consent for processing of personal information at any time
- Right to be forgotten or to require deletion or blocking personal data which is incorrect or which has been processed illegally
- Right to restrict or object to certain types of processing of personal information
- Right to demand the rectification of erroneous or incomplete personal information
- Right to obtain a copy of personal information in a structured machine-readable format and, on request, to transmit personal data to other data controllers

Your California Privacy Rights

Under California Civil Code sections 1798.83-1798.84, California residents have the right to request from us a list of all third parties to which we have disclosed personal information during the previous year for direct marketing purposes. Alternatively, the law stipulates that if a business entity maintains a privacy policy that provide users with an “opt-out” mechanism for use of personal information by third parties for their marketing purposes, the business entity may as an alternative provide you with information on how you may opt-out from the use of information by third parties for direct marketing purposes.

We have not shared your personal information with any third party for direct marketing purposes. Should you need this in writing, you can contact us via the information provided later in this Policy.

Privacy Shield

Privacy Shield

Padlet complies with the EU-U.S. Privacy Shield Framework and Swiss-U.S. Privacy Shield Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information transferred from the European Union and Switzerland to the United States. Padlet has certified to the Department of Commerce that it adheres to the Privacy Shield Principles. If there is any conflict between the terms in this privacy policy and the Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Privacy Shield program, and to view our certification, please visit <https://www.privacyshield.gov/>. No other entities are covered by our

certification.

As of July 16, 2020, we no longer rely on the EU-U.S. Privacy Shield to transfer data that originated in the EEA or the UK to the U.S. However, we will continue to honor our commitment to the Privacy Shield Principles.

For EU, Swiss and UK subscribers, Padlet will comply with the Standard Contractual Clauses ("SCC") as set forth by the provisions of GDPR regarding the collection, use, and retention of personal information from European Union, Switzerland, and the United Kingdom to the United States. If there is any conflict between the terms of this privacy policy and the SCC, SCC shall govern.

Recourse, Enforcement, Liability.

In compliance with the Privacy Shield Principles and the SCCs, Padlet commits to resolve complaints about our collection or use of your personal information. EU, UK and Swiss individuals with inquiries or complaints regarding our Privacy Shield policy or the SCCs should first contact Padlet at privacy@padlet.com. Further contact information can be found at the end of this document.

Note that Padlet is subject to investigatory and enforcement powers of the U.S. Federal Trade Commission with respect to personal data.

Changes to This Privacy Policy

Changes to This Privacy Policy

We may amend this Privacy Policy from time to time. In case of major changes, we will notify users by email addresses provided to us.

If you don't agree with any changes to the Privacy Policy, you may terminate your account. By continuing to use the Service after the revised Privacy Policy has become effective, you acknowledge that you accept and agree to the current version of the Privacy Policy.

Information You Give Us

Information You Give Us

We may ask for and collect the following personal information about you when you use the Service. This information is necessary for the adequate performance of the contract between you and us, for our legitimate interest in being able to provide and improve the Service, and to allow us to comply with our legal obligations. Without it, we may not be able to provide the Service as intended.

Account and Profile Information

When you create an account on a Padlet Service (an "Account"), we require you to provide us information such as your **username**, **password**, and **email address**. This information is used for confirming your identity and providing access to the Service.

You can also provide us your **photo**, your **name**, and a short **bio**, so other users can better identify you when you collaborate with them. It also allows us to personalize your experience. As a user with a Padlet account, you will have a publicly accessible profile where your photo, name, username, and bio will be visible. We do not expose your email address to the public.

Contact Information

When you contact us via our chat and email channels, you may provide us, in addition to the content of your **message**, your **name** and **email address**. If you call our support hotline, you provide us your **phone number** and any information you choose to provide us in relation to your inquiry. When you contact us for support or feedback, your information is used solely to respond to your request. We do not use your information for marketing.

Information About Your Accounts on Third-Party Services

Padlet provides the ability to log in to the Service using your Google, Facebook, or Microsoft account. If you authenticate yourself using any of these services, you grant us access to your **email address**, and, if available, your **name**, **photo**, and **username** associated with them. We do not receive your password.

Information Posted on Padlets (User content)

Users can create padlets where they and other users can contribute, i.e., post content. This content ("user content") may include text, images, videos, audio, documents, files, links from the web, drawings, and maps.

The administrators of a padlet (the creator and other users appointed as such by the creator) can choose its privacy — private, password protected, secret, public. The privacy of your user content is dependent on the privacy of the padlet.

Private: Only registered Padlet users invited to the padlet can view content.

Password protected: People who have the password to the padlet can also view content.

Secret: People who have the link to the padlet can view content.

Public: Your content is public on the internet.

If you are contributing to a padlet, we advise you to exercise caution when sharing personal information regardless of the privacy level. The administrators of a padlet can change its privacy at any time; a padlet you thought was private today may become totally public tomorrow.

Secret padlets have another catch. Since a link is just a combination of characters, it is theoretically possible for someone to access a secret padlet by guessing its link.

Public padlets give us, Padlet, the right to view, share, and promote the content on them.

Precise Location Information

We let users easily add maps to padlets. When adding a map, users can choose to add a map of their current location. Should a user choose to do so, we may request a one-time access to the user's precise location (correct to 10 meters). The location is used only to generate the map that one time. We do not store or track your device location on an ongoing basis.

Payment Information

When you use a service that requires payment, we collect your **name**, **email**, and **credit card** information for the purpose of billing and charging you. Your payment information is stored in a PCI compliant way.

How Long We Retain Information

How Long We Retain Information

Padlet will keep information for as long as necessary to provide the Service under our Terms and Conditions and other relevant agreements between you and Padlet. We will also retain information so as to fulfil any legal requirement to which we are subject to, e.g. trade, tax, and employment law. We will discard personal information when:

- the data subject withdraws consent to processing,
- our contractual obligations have been fully performed and cannot be performed to any further extent, or

- the personal information is obsolete.

We will also not keep any information the processing of which has been objected to, or for which a request for erasure has been made, beyond the legally required timeframe to complete such a request (usually 30 days).

Contact Us

Contact Us

If you have any questions, concerns, or complaints regarding this Policy or our data processing activities, please contact by email at hello@padlet.com or write to us at:

Wallwisher, Inc.

981 Mission St

San Francisco, CA 94103

Accessibility and Padlet

What are we working on?

We recently realized that accessibility is an area we are behind in. To work toward better accessibility, we hired an accessibility engineer in May of 2020, and are currently in the process of testing Padlet for WCAG 2.1 level AA compliance.

These guidelines explain how to make web content more accessible for people with disabilities and more user-friendly for everyone. The guidelines have three levels of accessibility (A, AA and AAA). We've chosen Level AA as the target for Padlet.

Does Padlet support screen readers?

Does Padlet support screen readers?

Yes, we are basically compatible with screen reader software (such as Apple VoiceOver), but we are working on becoming even more accessible as we tailor content to screen readers.

What are the supported browsers for Padlet applications? How does Padlet deal with browsers without Javascript or CSS?

What are the supported browsers for Padlet applications? How does Padlet deal with browsers without Javascript or CSS?

Padlet works on the following [devices and browsers](#). Padlet requires Javascript and CSS to run.

Does Padlet provide keyboard access?

Does Padlet provide keyboard access?

Currently, you can navigate the login page and the dashboard using only your keyboard. Padlets can be viewed, but settings cannot be

changed. We are working on keyboard compatibility for settings, post creation, post editing, and post expansion.

Does Padlet provide low vision color contrast?

Does Padlet provide low vision color contrast?

Not at this time. We are working on it. For now, we recommend you download a web extension such as [High Contrast for Chrome](#) to increase contrast on Padlet pages.

How are we doing?

How are we doing?

Accessibility is very important to us, and we are sorry for any issues you may be experiencing while using Padlet. In the meantime, please feel free to contact us at hello@padlet.com and mention accessibility.

Content Policy

As a global platform for creativity and self-expression, Padlet is deeply committed to supporting and protecting freedom of speech. At the same time, we draw lines around a few narrowly-defined but deeply important categories of content and behavior that jeopardize our users, threaten our infrastructure, or damage our community.

What Padlet is for:

Padlet celebrates creativity. We want you to express yourself freely and use Padlet to reflect who you are, and what you love, think, witness, and believe.

What Padlet is not for:

- **Malicious Bigotry.** Don't actively promote violence or extreme hatred against individuals or groups, on the basis of race, ethnic origin, religion, disability, gender, age, veteran status, or sexual orientation. While we firmly believe that the best response to hateful speech is not censorship but more speech, we will take down malicious bigotry, as defined here.
- **Harm to Minors.** Be thoughtful when posting anything involving a minor. Examples of content you shouldn't post:
 - **Child sexual abuse:** *Don't post any content that depicts or promotes child sexual abuse.*
 - **Pedophilia:** *Don't post content that encourages or promotes sexual attraction towards children. For example, do not create padlets with images or video of children where the collection of images or text accompanying the images is sexually suggestive.*
 - **Bullying:** *Don't bully minors, even if you are one. Life as a teenager is hard enough without the fear, anguish, and isolation caused by online bullying.*
- **Promotion and Glorification of Self-Harm.** Don't post content that actively promotes or glorifies self-harm. This includes content that urges or encourages readers to cut or injure themselves; embrace anorexia, bulimia, or other eating disorders; or commit suicide rather than, e.g., seeking counseling or treatment, or joining together in supportive conversation with those suffering or recovering from depression or other conditions. Dialogue about these behaviors is incredibly important and online communities can be extraordinarily helpful to people struggling with these difficult conditions. We aim to sustain Padlet as a place that facilitates awareness, support and recovery, and to remove only those blogs that cross the line into active promotion or glorification of self-harm.
- **Gore and Mutilation Content.** Don't post gore just to be shocking. Don't showcase the mutilation or torture of human beings, animals, or their remains.
- **Sexually Explicit Content.** Don't post pornography. Period. The line between pornography and art can be blur sometimes, or even differ from culture to culture. A good check is to ask yourself - *"Would I post this on my public Facebook feed?"* If you wouldn't, don't put it on Padlet.
- **Username and URL Abuse.** Padlet's URLs (Padlet addresses) are for the use and enjoyment of our users. Don't squat, hoard, collect, trade, or sell Padlet URLs, and don't register a URL or username for the purpose of impersonating an individual, organization, or brand.
- **Spam.** Don't abuse social gestures, and post unwanted messages or media. Don't put deceptive links or dubious code in your posts. That includes using Javascript to inject unwanted ads in blogs, or embedding links to interstitial or pop-up ad services. Don't use deceptive means to generate

revenue or traffic, or create Padlets with the primary purpose of affiliate marketing. Spam doesn't belong on Padlet.

- **Mass Registration and Automation.** Don't register accounts or post content automatically, systematically, or programmatically.
- **Copyright and Trademark Infringement.** Respect the copyrights and trademarks of others. If you aren't authorized to use someone else's copyrighted or trademarked work (either expressly or by legal exceptions and limitations like fair use), don't. It is our policy to respond to notices of alleged copyright infringement as per our Terms of Service and the Digital Millennium Copyright Act.
- **Impersonation, Stalking, or Harassment.** Treat the community the way you'd like to be treated. If you want to parody or ridicule a public figure (and who doesn't?), don't try to trick readers into thinking you are actually that public figure.
- **Privacy Violations.** Don't use Padlet to deceptively obtain personal information. Don't post content that violates anyone's privacy, including personally identifying or confidential information like credit card numbers, social security numbers, unlisted contact information, or private photos of your ex's junk (no matter how attractive).
- **Disruptions, Exploits, and Resource Abuse.** Our servers and the valiant engineers who support them work hard for you. Don't attempt unauthorized use, disruption, or exploitation of Padlet.com or our other products and services, or otherwise abuse Padlet's resources.
- **Unlawful Uses and Content.** This one's pretty obvious, but Padlet is not a place for illegal behavior, including fraud, phishing, or illegally inciting violence.

And now, some words from our lawyers: If we conclude you are violating these policies, you may receive a notice via email. If you don't explain or correct your behavior, your account may be suspended and/or your IP address may be blocked. We do our best to ensure fair outcomes, but in all cases we reserve the right to suspend accounts or remove content, without notice, for any reason, but particularly to protect our services, infrastructure, users, or community. We may even report you to law enforcement.

We reserve the right to enforce, or not enforce, these policies in our sole discretion, and these policies don't create a duty or contractual obligation for us to act in any particular manner. We also reserve the right to amend these policies using the procedures set forth in our [Terms of Service](#).

If you have questions or feedback, don't hesitate to contact us.

University Laboratory School Software Addendum

Part One: Data Security Addendum

Vendor/Operator (referred to as Vendor or Operator) acknowledges and agrees that compliance with this Addendum in its entirety for the term of the contract and any renewals is a material requirement and condition of this contract. If the Parties determine that any clause in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

UNLESS SPECIFICALLY EXEMPTED, THE FOLLOWING CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS APPLY TO ALL DATA MADE AVAILABLE TO THE VENDOR UNDER THE TERMS OF THIS AGREEMENT.

REQUIRED CONDITIONS:

1. **Order of Precedence:**

- a. To the extent, any provision in this Addendum is inconsistent or incompatible to terms included elsewhere in this Agreement, the parties agree that this Addendum shall take precedence and the conflicting provisions shall be null and void.

2. **Definitions:** The following terms shall be defined as follows for purposes of the Agreement.

- i. The term **SOPPA Covered Information** means personally identifiable information or material or information that is linked to personally identifiable information or material in any media or format that is not publicly available and is any of the following:
 1. Created by or provided to an Operator by a student or the student's parent or legal guardian in the course of the student's, parent's, or legal guardian's use of the Operator's site, service, or application for K through 12 school purposes.
 2. Created by or provided to an Operator by an employee or agent of a school or school district for K through 12 school purposes.
 3. Gathered by an Operator through the operation of its site, service, or application for K through 12 school purposes and personally identifies a student, including, but not limited to, information in the student's educational record or electronic mail, first and last name, home address, telephone number, electronic mail address, or other information that allows physical or online contact, discipline records, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, a social security number, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, or geolocation information.
- ii. The term **Personally Identifiable & Protected University Data** shall include an individual's name first or last, e-mail address or password in an unencrypted or redact form when used in combination one or more of the following data elements including: an (i) identification numbers (e.g. individual's government-issued identification number or social security number, driver's license number); (ii) information protected by federal or state law (e.g. ethnicity, race, religion, disability status, veterans status, etc.), (iii) financial data (including account numbers, credit card number, or other information that would permit access to an individual's financial data; (iii) biometric or health data; or (iv.) other data that if released could create a safety or security concern for the University or members of the University community.
- iii. University Data includes any information provided by the University pursuant to the Agreement.

3. **University Data & SOPPA Covered Information Security Protections:** Vendor shall provide commercially reasonable and adequate protection on its network and systems to protect University Data and SOPPA Covered Information from unauthorized access, acquisition, destruction, use modification or disclosure that shall include but not be limited to include firewalls and intrusion detection/prevention, authentication and encryption capabilities (including mobile devices, USB storage devices and backup media) in accordance with standard industry practices.
- a. **Use of Data:** Vendor agrees that any and all University Data and SOPPA Covered Information exchanged shall be used expressly and solely for the purposes enumerated in the Agreement.
 - b. **Data Transmission & Storage:** In general, Vendor shall implement administrative, physical and technical safeguards to protect University Data and SOPPA Covered Information that are no less rigorous than accepted industry practices. Vendor agrees that University Data and SOPPA Covered Information must be stored and transmitted in accordance with standard industry encryption standards. Personally Identifiable & Protected University Data and SOPPA Covered Information may not be processed or stored outside the U.S.

- c. **Third-Party Assurances / Subcontractors:** Vendor may only release University Data and SOPPA Covered Information to a subcontractor, affiliate or other third party with the designated University authorized official's prior written consent and provided that such subcontractor, affiliate, or other third party agrees to comply with all provisions of this Agreement.
- d. **Return/Destruction of Data:**
- i. As applicable and in accordance with law, within a reasonable time period after termination of this Agreement, for any reason, Vendor shall return or destroy (as specified by the University) all University Data and SOPPA Covered Information and indexing information received from University, or created or received by Vendor on behalf of the University. This provision shall apply to data in the possession of subcontractors or agents of Vendor.
 - ii. Destruction of University Data and SOPPA Covered Information will be conducted in accordance with standard industry practices deemed acceptable by the University and Illinois State Record Act requirements.
 - iii. Vendor shall provide proof or certification of destruction of the data to the University's Information Security Officer.
- e. **Data Processing Integrity:** As applicable, Vendor shall take commercially reasonable measures, including regular data integrity audits, to protect Data against deterioration or degradation of data quality and authenticity. Vendor will maintain appropriate contingency / recovery plans for any University Data and SOPPA Covered Information in the event of loss of data or breach.

 4. **Breach:**

- a. **Notice:** Vendor, including any subcontractors, affiliates, and third parties, shall report in the most expedient timeframe possible but no later than ~~48~~ 72 hours to the University Information Security Officer (i) any breach of security involving, or potentially involving, University Data and SOPPA Covered Information, or (ii) any use or disclosure of University Data and SOPPA Covered Information other than the Permitted Uses or breach of federal and state privacy laws. Vendor shall fully cooperate with the University with respect thereto. The University Information Security Officer can be contacted e-mailing informationsecurityoffice@illinoisstate.edu.
- b. **Indemnification:** Vendor shall indemnify, defend and hold University harmless from and against all third-party claims, actions, suits and proceedings resulting from the release of any University Data and SOPPA Covered Information, including the University's costs and reasonable attorneys' fees which arise as a result of Vendor's failure to safeguard University Data and SOPPA Covered Information as provided in this Agreement. Any limitations of liability contained in the Agreement shall not be applicable to Vendor's obligations pursuant to this section.

ADDITIONAL DATA SECURITY TERMS & CONDITIONS:

Please check those terms and conditions applicable to this Agreement.

Vendor Certifications: Prior to performing services which require access to, transmission of and/or storage of **University Data & SOPPA Covered Information**, Vendor will provide a third party certification of compliance with standard industry practices in a form acceptable to the University Information Security Officer.

FERPA & State Privacy Protections. Vendor hereby acknowledge and agrees to comply with the limitations on the use and re-disclosure of **University Data and SOPPA Covered Information** from education records as defined in the Family Educational Rights & Privacy Act ("FERPA") 34 CFR § 99.00 et seq. Vendor agrees to comply with all applicable state privacy protections including but not limited to the Illinois School Student Records Act (105 ILCS 10), the Mental Health and Developmental Disabilities Confidentiality Act (740 ILCS 10), the Identity Protection Act (105 ILCS 85), and the Personal Information Protection Act (815 ILCS 530). Vendor agrees that the Vendor is acting as a school official with legitimate educational interest; is performing an institutional service or function for which the school would otherwise use its own employees and is using University Data and SOPPA Covered Information for an authorized purposes and in furtherance of such legitimate educational interest. Vendor further acknowledge and agrees that it shall maintain the confidentiality, and shall not re-disclose, personally Identifiable Information from education records except as authorized by the University in writing.

SOPPA. Vendor agrees to comply with all operator prohibitions and restrictions on the use and re-disclosure of **University Data & SOPPA Covered Information** from education records as outlined in the Illinois Student Online Personal Protection Act, 105 ILCS 85, et seq. These include but are not limited to:

- Vendor may not use University Data & Covered Information to engage in targeted advertising, amass profiles on student or the parents, or sell/rent any student information, or disclose info to any third-party, unless such party maintains all required security procedures and practices.
- As required by SOPPA, Vendor agrees, upon request and within reasonable period of time, to provide a copy of any student's information provided or maintained by the Vendor, as operator. Vendor agrees to correct any factual errors within 90 days of such request.
- Vendor may only use data to improve operability/functionality of operator's site, to ensure legal and regulatory compliance, to take precautions against liability, to respond to judicial process, to protect the safety/integrity of users to the site.
- In the event of a breach of SOPPA Covered Information that is attributable to the Vendor, the Vendor agrees to reimburse and indemnify University for any and all costs and expenses University incurs in investigating and remediating the breach, without regard to any limitation of liability provision including but not limited to costs and expenses associated with:
 - Providing notification to parents of students whose data was compromised;
 - Providing credit monitoring to those students whose data was exposed in a manner that a reasonable person would believe may impact the student's credit or financial security;
 - Legal fees, audit costs, fines, and any other fees or damages imposed against the University as a result of the breach; and
 - Provision of any other notification or fulfilling any other requirements as required by law.

Health Insurance Portability and Accountability Act ("HIPAA"): If the Vendor is a "covered entity" as that term is defined under HIPAA, the Vendor shall enter into a Business Associate Agreement with the University. If the Vendor is not a "covered entity" as that term is defined under HIPAA, the Vendor acknowledges i) any students working at the Vendor's site or under the Vendor's supervision and control are part of the Vendor's "workforce" as defined in HIPAA Privacy Regulations at 43 C.F.R. 160.103, and ii) no Business Associate agreement is required between the University and Facility. The Facility will provide the necessary HIPAA training to students and students will be expected to comply with HIPAA and any other confidentiality requirements of the Facility.

PCI Standards: If, in the course of providing services to University, Vendor has access to or will collect, access, use, store, process, dispose of or disclose credit, debit or other payment cardholder information, Vendor shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at Service Provider's sole cost and expense.

Vendor Monitoring/Audit: With prior written notice, University (or its agent or affiliate) may audit Vendor's use of the University Data to ensure that Vendor is in compliance with the terms of this Agreement. Vendor will keep complete and accurate records of all

use of University data, including a log file of all employees with access to University Data. University may at its own expense and upon no less than five working days written notice audit Vendor's use, access, or maintenance of the University Data. As part of such audit, University is entitled to obtain physical and electronic data concerning use of University's data upon submitting a reasonable request to Vendor. Such audit will not interfere unreasonably with Vendor's business activities, will be conducted no more often than once per calendar year at a location, unless a previous audit disclosed a material breach. If an audit reveals the Vendor has breached this Agreement, University may immediately terminate the Agreement.

Illinois State University reserves the right and the parties agree to amend the Data Security Addendum and related Agreement to address required data security requirement changes in law, including those changes that may apply under the European Union General Data Protection Regulations, effective May 25, 2018.

Part 2: University & Illinois Procurement Code Addendum

The Board of Trustees of Illinois State University (University, ISU), a body corporate and politic of the State of Illinois and the Vendor are entering into a contract/agreement. For the parties' mutual convenience, the parties are using the Vendor's Contract Form. This Addendum is incorporated into the Vendor's Contract Form and made an integral part thereof.

Vendor acknowledges and agrees that the Vendor's Contract Form may include some types of clauses or sales terms not acceptable to the University because of statutory restrictions or other policy considerations. If the Parties determine that any provision of this Addendum in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

1. **Order of Precedence:**

- a. To the extent, any provision in this Addendum is inconsistent or incompatible to the Vendor's Contract Form, the parties agree that this Addendum shall take precedence and the conflicting provisions of the Vendor's Contract Form shall be null and void.

2. **Insurance:**

- a. Illinois State University shall not be required to maintain any type of insurance for the Vendor's benefit.
- b. During all times relevant to this agreement, Vendor shall maintain and keep in effect applicable general liability insurance with limits acceptable to the Board of Trustees of Illinois State University, and shall provide proof of coverage upon request. Additional insurance coverage, as specified in subsection c below, may be required for this agreement depending upon the services provided by the Vendor

3. **Confidential Information:**

- a. Confidential Information may be made available to the Vendor under this Agreement. The Vendor agrees to i) protect any Confidential Information from unauthorized use or disclosure; ii) disclose Confidential Information only to employees and other representatives who have agreed to comply with this agreement; and iii) use the Confidential Information only for the purposes authorized in this Agreement.
- b. All Confidential Information remains the property of the University.
- c. "Confidential Information" means any information provided by the University whether of a technical, business or other nature that is disclosed to the Vendor that is designated as Confidential by the University, that is protected from disclosure by applicable state or federal law, or that the Vendor has reason to believe is confidential, proprietary, or trade secret information of the University. Confidential Information does not include any information that: (a) was acquired lawfully by the Vendor or independently developed or acquired by the Vendor outside this Agreement; (b) is or becomes part of the public domain through no fault of the Vendor; or, (c) is authorized for release by written notice from University to Vendor; or (d) is otherwise required to be disclosed by law.
- d. ISU reserves the right to disclose contract purchase information as required by the State of Illinois Freedom of Information Act without pre-notification or approval from the Vendor.

4. **Governing Law:**

- a. Notwithstanding any provision to the contrary, the Vendor's Contract Form shall be governed and construed in accordance with the laws of the State of Illinois.
- b. For venue purposes, it is deemed that all obligations of the parties created hereunder are performed in McLean County, Illinois.

5. **Term:**

- a. Notwithstanding any provision, the term of the contract (including original and renewal terms) shall not exceed 10 years in total.
- b. No term will automatically renew regardless of stated required notification periods. All renewals will only be valid with the issuance of a University purchase order or other written direction from University.

6. **Indemnification/Hold Harmless/Limitation of Liability:**

- a. It is understood and agreed that neither party to this agreement shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law, and that this agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party against the other or against a third party.
- b. The University shall not agree to any additional provision:
 - i. Requiring the University to indemnify or hold harmless the Vendor for any act or omission.
 - ii. Releasing the Vendor or any other entity or person from its legal liability, or limiting liability, or unlawful or negligent conduct or failure to comply with any duty recognized or imposed by applicable law.
 - iii. Requiring the University to make payments for total or partial compensation or payment for lost profit or liquidated damages if the Agreement is terminated before the end of the term.
 - iv. Limiting the liability of the Vendor for property damage or personal injury.
 - v. Binding the University to any arbitration or to the decision of any arbitration board, commission, panel or other entity.
 - vi. Obligating the University to pay costs of collection or attorney's fees.
 - vii. Granting the Vendor a security of interest in property of Illinois State University.
 - viii. Changing the time period within which claims can be made or actions can be brought under the laws of the State of Illinois.
 - ix. Requiring the University to waive the sovereignty of Illinois, waiver of any right to a jury trial, increasing the University's liability beyond that authorized in the Illinois Tort Claims Act, or authorizing Vendor to execute any settlement obligation that would bind the University without the consent of the Board of Trustees of Illinois State University and/or the Illinois Attorney General, as applicable.

7. **Payment Obligations:**

- a. All amounts, including but not limited to interest and/or late charges, owed by the University under the Vendor's Contract Form shall be made in accordance with applicable provisions of the Illinois Prompt Payment Act.

8. **Independent Contractor:** In Vendor's performance under this Agreement, the Vendor acts and will act as an independent contractor and not as an agent or employee of Illinois State University.

9. **Use of University Name & Facilities:** Vendor shall not use the name of the University in any written material including but not limited to brochures, letters, and circulars, without the prior written consent of University. If

applicable, Vendor's use of University Facilities shall comply with all University policies, procedures and requirements.

10. **Force Majeure Provisions:** It is agreed that no claim for damages, losses or liability may be made by either party upon the occurrence of any circumstance, whether directly or indirectly, beyond the control of either party (including without limitation strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, business interruptions, disease, national or local emergency, government action or inaction, travel restrictions, loss or malfunctions of utilities, communications or computer (software and hardware) services ("a Force Majeure Event")), to the extent that such circumstance delays or otherwise makes it illegal or impossible for a party to satisfy its performance obligations under the Agreement. In the event of a Force Majeure Event, the parties agree to negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to resume performance obligations under the Agreement. However, the contract is subject to termination/cancellation by the non-declaring party, unless the parties mutually agree, in writing, to amend the Agreement. As soon as reasonably practicable after a Force Majeure Event occurs, the non-declaring party will provide a written notice to the other party (or parties) that specifies the Agreement termination date. In the event of a termination due to a Force Majeure Event, the Vendor will refund to University all recoverable expenses and 50% of any documented, reasonable, nonrecoverable expenses incurred by Vendor prior to the date of termination. Vendor agrees to provide University with documentation, acceptable to the University, in its sole discretion, that details reasonable, nonrecoverable expenses retained by Vendor relating to the Force Majeure Event.

11. **Procurement Code Required Certifications:**

- a. Vendor acknowledges and agrees that compliance with the attached Certifications and Additional Terms for the term of the contract and any renewals is a material requirement and condition of this contract. By executing the contract Vendor certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.
- b. This subsection, in its entirety, applies to subcontractors used on the contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Subcontractor Certification form provided by the University.
- c. If this contract extends over multiple fiscal years, including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the University by the date specified by the University and in no event later than July 1 of each year that this contract remains in effect.

12. **Compliance:**

- a. **Statutory Compliance:** All commitments by the University under this Agreement are subject to constitutional and statutory limitations and restrictions binding upon the University. Vendor agrees to comply with all applicable federal, state, and local laws, orders and regulations.
- b. **University Policies and Procedures:** Vendor agrees to comply with applicable University policies and procedures, as applicable.

- c. **Nondiscrimination:** Vendor agrees to comply with all applicable federal and state nondiscrimination, equal opportunity and affirmative action laws, orders and regulations. Vendor shall not engage in unlawful discrimination or harassment against any person because of race, color, religion, sex, national origin, ancestry, age, marital status, protective order status, disability, unfavorable discharge from the military, or status as a disabled veteran or a veteran of the Vietnam era in the performance of this agreement.
 - d. **Taxes:** The Agreement shall not obligate the University to pay taxes unless otherwise required by law.
 - e. **Withholding/Legal Status:** Vendor shall provide true and correct information regarding its Federal Tax Payer Identification Number (FEIN), tax withholding status and legal status information. Any change in the Vendor's tax withholding status must be immediately reported to the University by Vendor. If a W-8 or W-9 form is required, payment will not be made prior to receipt of a completed form.
 - f. **Export Control:**
 - i. University agrees to comply with applicable U.S. laws, regulations, orders or other restrictions on exports and further shall not sell, license or re-export, directly, or indirectly, any information, data, products, items subject to the Agreement to any person or entity for sale in any country or territory, if, to the knowledge of University, such action would cause the Vendor to be in violation of any such laws or regulations now or hereafter in effect.
 - ii. Vendor shall also notify the University if any of the individuals, equipment, data, services provided or other commitments made or subject to the Agreement are subject to the U.S. Export Administration Regulations, controlled by the International Traffic in Arms Regulations, subject to Office of Foreign Assets Control restrictions, or otherwise subject to export restrictions by a federal agency.
13. **Assignment:** This contract may not be assigned, in whole or in part, by either party without the prior written approval of the other party, except in connection with a merger or sale of all or substantially all of the assets of such party provided, however, that the obligations of such party under this Contract shall not be extinguished or otherwise affected by any such assignment.

Certifications and Additional Terms

Vendor acknowledges and agrees that compliance with this subsection in its entirety for the term of any resulting contract and any renewals is a material requirement and condition of the contract. By executing the contract Vendor certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.

This subsection, in its entirety, also applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Subcontractor Certification form provided by the State.

If the contract extends over multiple fiscal years, including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that the contract remains in effect.

If the Parties determine that any certification in this section is not applicable to the contract it may be stricken without affecting the remaining subsections.

1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
 - the contract may be void by operation of law,
 - the State may void the contract, and
 - the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

2. Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.
3. **This applies to individuals, sole proprietorships, partnerships and LLCs, but is otherwise not applicable.** Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.
4. Vendor certifies that is has reviewed and will comply with the Department of Employment Security Law (20 ILCS 1005/1005-47) as applicable.
5. **This applies only to certain service contracts and does NOT include contracts for professional or artistic services.** To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.

6. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.
7. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10.
8. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract. 30 ILCS 500/50-10.5.
9. Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e).
10. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent have entered into a deferred payment plan to pay the debt). 30 ILCS 500/50-11, 50-60.
11. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act. 30 ILCS 500/50-12.
12. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.
13. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.
14. Vendor certifies it has read, understands and is not knowingly in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.
15. Vendor certifies that if it hires a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist's costs, fees, compensation, reimbursements or other remuneration will be billed to the State. 30 ILCS 500/50-38.
16. Vendor certifies that it will not retain a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.
17. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.
18. Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or subcontract that are manufactured in the United States. 30 ILCS 517.
19. Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565.
20. Drug Free Workplace
 - 20.1 If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act

20.2 If Vendor is an individual and this contract is worth more than \$5000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.

21. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States Department of Commerce. 30 ILCS 582.
22. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
23. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584.
24. This applies to information technology contracts and is otherwise not applicable. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa). 30 ILCS 587.
25. **This only applies to vendors who own residential buildings but is otherwise not applicable.** Vendor certifies, if it owns residential buildings, that any violation of the Lead Poisoning Prevention Act has been mitigated. 410 ILCS 45.
26. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.
27. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
28. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any “discriminatory club.” 775 ILCS 25/2.
29. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor’s family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
30. Vendor certifies that if an individual, sole proprietor, partner or an individual as a member of a LLC, he/she has not received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.
31. Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. Vendor will not make a political contribution that will violate these requirements. 30 ILCS 500/20-160 and 50-37.
32. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to transact business or conduct affairs in Illinois prior to submitting a bid or offer. If you do not meet these criteria, then your bid or offer will be disqualified. 30 ILCS 500/20-43.

Additional Terms:

Assignment and Subcontracting: (30 ILCS 500/20-120) Any contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the University. For purposes of this section, subcontractors are those specifically hired by the Vendor to perform all or part of the work covered by the contract. Vendor shall describe the names and addresses of all subcontractors to be utilized by Vendor in the performance of the resulting contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to a subsequent contract. Vendor shall notify the University in writing of any additional or substitute subcontractors hired during the term of a resulting contract, and shall supply the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. All subcontracts must include the same certifications and disclosures that Vendor must make as a condition of their contract.

Audit / Retention of Records: (30 ILCS 500/20-65) Vendor and its subcontractors shall maintain books and records relating to the performance of the resulting contract or subcontract and necessary to support amounts charged to the University. Books and records, including information stored electronically, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for a minimum of five years after completion of work. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the University for the recovery of any funds paid by the University under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records.

Availability of Appropriation (30 ILCS 500/20-60): Any resulting contract is contingent upon and subject to the availability of funds. The University, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation. If funds needed are insufficient for any reason, the University has discretion on which contracts will be funded.

Transportation Sustainability Procurement Program Act (30 ILCS 530/10 (b): All contracts for freight, small package delivery, and any transportation of cargo require providers to report the amount of energy the service provider consumed to provide those services to the State and the amount of associated greenhouse gas emissions, including energy use and greenhouse gases emitted as a result of the provider's use of electricity in its facilities and the energy use and greenhouse gas emissions by the service provider's subcontractors in the performance of those services.

Expatriated Entity: For purposes of this provision, an expatriated entity is an entity that meets the definition outlined in 30 ILCS 500/1-15.120. Per 30 ILCS 500/50-17, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall enter into a contract with a State agency under this Code if that business or any member of the unitary business group is an expatriated entity unless the Chief Procurement Officer:

- a) Has determined the contract is awarded as a sole source; or
- b) the purchase is of pharmaceutical products, drugs, biologics, vaccines, medical supplies, or devices used to provide medical and health care or treat disease or used in medical or research diagnostic tests, and medical nutritionals regulated by the Food and Drug Administration under the Federal Food, Drug, and Cosmetic Act.

Sexual Harassment Policy: Per 30 ILCS 500/50-80, Vendor agrees that it has a sexual harassment policy that meets the requirements of or is otherwise in accordance with Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105). Vendor agrees to provide a copy of the policy to the University upon request.