

## **EDUCATOR AMBASSADOR Terms of Service**

Welcome to the Educator Ambassador Network. These are the Terms of Service relating to your role as Educator Ambassador.

### **Commitment**

Your commitment to act as Educator Ambassador is strictly voluntary and you will receive no monetary compensation for your service. As such, you will not have any rights of an employee and will not be included in any College Board benefit program for employees. College Board may, from time to time, cover expenses associated with attending events relating to your service as Educator Ambassador. It is your responsibility to ensure that if College Board pays for any expenses related to your service as Educator Ambassador that you are not in violation of your employer's policies.

You may resign as Educator Ambassador at any time by providing a prior written notice to the Educator Ambassador Network. College Board may terminate your engagement as Educator Ambassador at any time with or without any reason by sending you a written notice of termination.

### **Conflict of Interest**

During your term as Educator Ambassador, you agree not to act in a manner or take on another position or role that may conflict with your role as Educator Ambassador. You represent that you have advised College Board in writing of any relationship with third parties, including competitors of College Board, which may present a conflict of interest with your role as Educator Ambassador.

In your capacity as Educator Ambassador, you may identify yourself as an Educator Ambassador. However, you agree not to use College Board's name or logo without prior written consent of College Board.

### **Confidentiality**

In serving as Educator Ambassador, you will be exposed to or acquire information that is proprietary or confidential to College Board, including, without limitation, terms of service of this Agreement, information relating to College Board's business and marketing plans ("Confidential Information"). You agree to hold all Confidential Information in *strict confidence* and not to copy, reproduce, sell, assign, give, share, post, disclose, or use such information for any purpose other than in your role as Educator Ambassador. In the event any Confidential Information is stolen or lost, or an unauthorized party has gained access to such information, you agree to immediately notify College Board.

Upon completion of your role as Educator Ambassador, you agree to promptly return to College Board or destroy Confidential Information and any copies thereof.

### **Publicity Consent**

You agree, and if you are a minor, your parent or legal guardian agrees, to grant College Board and its designees, affiliates, and licensees (collectively "CB") the right to use, edit, reproduce, publish, exhibit, and otherwise distribute, without compensation to you, your image, name, likeness, voice, performance, city and state of residence, name of high school, school district, name of higher education institution(s), and employer(s) in association with the Educator Ambassador Network ("Likeness") on the College Board website and in videos, print materials, and other formats and mediums now known or hereafter developed. The rights granted to CB are perpetual and worldwide. You acknowledge that CB will rely on this permission. You will not assert a claim that such use of Likeness is a violation of your rights. You further understand and agree, and if you are a minor, your parent or legal guardian acknowledges and agrees, that you are hereby waiving all rights and claims to ownership of CB materials in which your Likeness may appear.

**Release**

College Board and its officers, employees, agents, and representatives (collectively, “Released Parties”) shall not have any liability with respect to, and you agree, and if you are a minor, your parent or legal guardian agrees, to waive, release, and agree not to sue College Board upon any claim for any special, indirect, incidental, or consequential damages suffered by you in connection with Educator Ambassador Network and your role as Educator Ambassador. You also agree, and if you are a minor, your parent or legal guardian agrees, to release, discharge, and hold harmless Released Parties from any and all injuries, liability, losses, and damages of any kind to persons (including injury or death) or property resulting, in whole or in part, directly or indirectly, from participating in the Educator Ambassador Network or acting as an Educator Ambassador.

Further, while an Educator Ambassador, you agree to abide by College Board’s policies on harassment and the use of social media. If you post negative commentary about College Board or its work, we may remove you as Educator Ambassador.

**Privacy**

We collect and use personally identifiable information from you in connection with the Educator Ambassador programs and for aggregated, anonymized research and educational efforts that help College Board, students, and educators. Except for the foregoing or legally required, we don’t share your information without your permission.

**Changes to Terms and Conditions**

We may make changes to these Terms of Service at any time. Your continued commitment as Educator Ambassador indicates your acceptance of the new terms and conditions and continued agreement to be bound by these Terms of Service, as changed from time to time. Please review these Terms of Service to stay informed of changes that may affect you.

If you agree to these Terms of Service, please click the “I accept and agree” button in the form.