Terms of Use

Please read these terms and conditions carefully. By Using this add-on for Google Docs (the “Add-on”) you are indicating that you have read, acknowledge and agree to be bound by these Terms of Use (the “Terms”). If you do not agree to be bound by the Terms, you may not Use the Add-on. ETS reserves the right, at its sole discretion, to modify these Terms at any time, without notice to you and such modified Terms shall apply to your subsequent use of the Add-on. ETS may publish such modified Terms on its website (www.ets.org). It is your responsibility to check the website periodically for any modifications of these Terms.

1. General Information

This Add-on is a Google Apps Script developed and maintained by Educational Testing Service and its respective divisions, subsidiaries and affiliates (“ETS”). Use of this Add-on is governed by ETS Privacy Policy (the “Privacy Policy”) (a copy of which is available, at http://www.ets.org/legal/privacy/) except as set forth in Section 3 below and these Terms of Use (collectively, these “Terms”). These Terms apply to: (a) any person who Uses this Add-on (referred to as “you”, “your”, and “user”) and (b) any information, content, metadata, data, and material, including any revision history thereof (“User Content”), that may be Accessed (as defined below) by ETS through the Add-on.

2. Accepting the Terms

By downloading, accessing, installing, running or using (collectively, “Using” or “Use”) the Add-on, you represent and warrant that (a) you have read and understand these Terms, (b) you have the full power, capacity, and authority to accept these Terms, and (c) you accept and agree to be bound by these Terms. You further represent and warrant that (i) you have read and understand the terms of use for Google Docs and (ii) you accept and agree to comply with the terms of use of Google or any other third party software or application licensor accessible through this Add-on.

You may not Use the Add-on if you are (x) not an individual, (y) not of legal age to form a binding contract with ETS, unless you have obtained the required consent from your parents or guardian, or (z) a person barred from Using the Add-on under the laws, statutes, ordinances, regulations or other governmental authority of the United States or other countries including the country in which you are resident or from which you Use the Add-on.

3. Email Addresses

ETS may request your email address and render your email address into a form of non-identifying information by using a process that converts your email address into a non-identifying code. This code will not identify you directly but it may be used to track your use of the Add-on and changes to your User Content by you.

4. User Content

You acknowledge and agree that your User Content is your own original creation and is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights or otherwise injurious to third parties or ETS.
You acknowledge that by Using the Add-on, ETS may access, extract, collect, disclose, copy, reproduce, distribute, modify, compile, synthesize, analyze, use, and make derivative works thereof (“Access”) User Content. To the extent that ETS Accesses your User Content, you hereby grant to ETS an unrestricted, transferable and sub licensable, irrevocable, royalty free, worldwide, perpetual license to Access, and otherwise exploit such User Content in any media whatsoever, now known or later invented, throughout the world for any purpose, commercial or not. You hereby disclaim any right to any compensation from ETS in connection with ETS’s exercise of its license rights in and to the User Content. You also acknowledge and agree that ETS is under no obligation of confidence to you, and shall not be liable for any Access of your User Content.

5. **Optional Survey**

In addition to your User Content, ETS may request that you complete a survey for supplemental information that may include your grade level, your native language, and your writing proficiency level. You understand and agree that providing such information is entirely voluntary and is not required or necessary for your Use of the Add-on. If you elect to provide such information, you acknowledge and agree such information shall be considered User Content and ETS may use such information in accordance with these Terms.

6. **Personal Information and Privacy Policy**

You acknowledge and agree that you are not required to disclose or provide any Personal Information (as defined in the Privacy Policy) to use the Add-on. In the event you provide any Personal Information, including disclosure or provision of Personal Information in your User Content (whether by request by ETS or otherwise), ETS will use its best efforts to de-identify your User Content prior to any use of any User Content as permitted under these Terms. You understand and agree that ETS does not guarantee that your User Content will be de-identified prior to ETS’s Access to such User Content, and use thereof. You shall and agree to make best efforts to avoid providing any Personal Information while Using this Add-on. Except as set forth in Section 3 and to the extent that your User Content contains or includes any Personal Information, you grant ETS the right to modify your User Content to remove any Personal Information or other information that may be used to identify you or any other individual.

Notwithstanding anything to the contrary in the Privacy Policy, you understand and agree that by Using this Add-on, Google or other third party software or application licensors may have access to your User Content and that ETS will not be liable to you for any acts or omissions by Google or any other third party software or application licensor arising out of your Use of the Add-on.

7. **License Grant**

Subject to these Terms, ETS grants to you a worldwide, nonexclusive, non-transferable, non-sublicensable license to Use the Add-on made available to you hereunder, and all patches, updates, or upgrades provided by ETS from time to time, and any improvements, modifications, enhancements, fixes and revised versions thereof) solely for your personal and noncommercial use.

8. **Restriction on Use**
You may not modify the Add-on in any way or remove any copyright, trademark and other proprietary notices therefrom. Except as provided by the license set forth in Section 7, you may not otherwise copy, store (either in hard copy or in electronic format), transmit, transfer, perform, broadcast, publish, reproduce, create a derivative work from, display, distribute, sell, offer for sale, license, rent, lease, or otherwise exploit the Add-on in any manner inconsistent with the rights of ETS, including, but not limited to, the Use of the Add-On for any purpose, without the express written permission of ETS. You may not use this Add-on in violation of any applicable Google terms of use related to Google Docs or other third party software or application accessible through this Add-on.

9. Ownership

Except for the license set forth in Section 7 and your User Content, the Add-On and any contents included in the Add-On or results produced by Use of the Add-on, including, but not limited to, text, names, data, graphics, logos, icons, images, code, methods, techniques, models and software, and all copies, modifications, enhancements and derivative works thereof, are the sole and exclusive property of ETS or its licensors/providers and are protected by the patent, copyright, trademark and trade secret laws of the United States and/or other countries.

10. Termination

ETS may terminate these Terms and/or terminate, change, suspend or discontinue any aspect of the Add-on, including the availability of any features or functionalities of the Add-on at any time, for any reason, without notice or liability to you.

You may terminate your Use of the Add-on by uninstalling all Add-ons previously installed by you.

Sections 1, 2, 3, 6, 9, 11, 12 and 13 will survive termination of these Terms.

11. No Warranties or Liability

THE ADD-ON AND ITS CONTENT, FEATURES AND FUNCTIONALITY ARE PROVIDED TO YOU ON AN “AS IS,” “AS AVAILABLE” BASIS. ETS, ITS LICENSORS/PROVIDERS AND THEIR RESPECTIVE AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE ADD-ON, ITS CONTENT, FEATURES AND FUNCTIONALITY AND ASSUME NO RESPONSIBILITY FOR THE CONSEQUENCES OF ANY ERRORS OR OMISSIONS IN CONNECTION WITH YOUR USE OF THE ADD-ON.

ETS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, REPRESENTATIONS AND WARRANTIES REGARDING ACCURACY, TIMELINESS, COMPLETENESS, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.
WITHOUT LIMITATION TO THE FOREGOING, ETS DOES NOT WARRANT THAT THE OPERATION OF THE ADD-ON WILL BE ERROR FREE OR UNINTERRUPTED OR BE PROVIDED OR AVAILABLE WITHOUT INTERRUPTION, OR THAT DEFECTS OR ERRORS CAN OR WILL BE CORRECTED OR THE APPROPRIATENESS OF THE ADD-ON FOR ANY PARTICULAR SYSTEM OR ACCURACY OF THE ADD-ON’S CONTENT OR RESULTS OR THAT THE USE OF THE ADD-ON WILL NOT CAUSE GOOGLE DOCS’ ERRORS, INTERFERE WITH THE USE OF GOOGLE DOCS, OR LOSS OF USER CONTENT OR OTHER DATA OR ANY DAMAGE THERETO.

IN NO EVENT SHALL ETS BE LIABLE TO YOU FOR ANY CLAIM, INCLUDING, BUT NOT LIMITED TO, ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES OR LOSS OF ANY KIND INCLUDING LOSS OF PROFITS, LOSS OF CONTRACTS, BUSINESS INTERRUPTIONS, OR LOSS OF OR CORRUPTION OF DATA, HOWEVER CAUSED AND WHETHER ARISING UNDER CONTRACT OR TORT OR OTHERWISE, INCLUDING NEGLIGENCE AND, ANY LOSS OR DAMAGES RELATED TO ANY THIRD PARTY SOFTWARE, THAT ARISES OUT OF OR RELATES TO YOUR USE OF THIS ADD-ON, ITS CONTENT, FEATURES AND FUNCTIONALITY.

12. Export and Import

The Add-on is provided solely for lawful purposes and use. ETS makes no representation that the Add-on is appropriate for use in any given country. You are solely responsible for, and agree to comply with, all applicable laws, statutes, ordinances, regulations and other governmental authority, however designated, with respect to the use of the Add-on, including without limitation United States government laws, regulations, orders or other restrictions regarding export from the United States and re-export from other jurisdictions of software, technical data and information or derivatives of such software, or technical data and information.

You acknowledge and agree that you are solely responsible for complying with any local import laws, statutes, rules and regulations relating to your use of the Add-on.

13. Governing Law and Jurisdiction

You agree that any claim, action or proceeding arising out of these Terms, or your use of the Add-On, shall be governed by and construed in accordance with the laws of the United States and the State of New Jersey, without regard to principles of conflict of laws. Any claim, action or proceeding related to these Terms will be resolved exclusively in the state or federal courts located in the State of New Jersey and you consent to the jurisdiction of those courts.

Last Updated: January 25, 2018