

## AET Terms of Use, Privacy and COPPA Statement

These license and usage terms are an agreement between Hanagriff, Ewell, Murphy, Inc. ("HEM") and AET users (Teachers and students), regarding the Agricultural Experience Tracker ("AET"). Please read each carefully. By subscribing to the AET and each time logging in, users are bound to the following terms of service.

1. **SUBSCRIPTION** – The services provided at [www.theAET.com](http://www.theAET.com) are an annual subscription fee, which runs from October 16<sup>th</sup> to October 15<sup>th</sup> of the following year. Subscription rates are based on the number of students enrolled in agricultural education (Unduplicated) for the school year. Graduated students seeking advanced FFA awards are free and not counted in the total agricultural education students. HEM reserves the right to refuse subscriptions to any Ag Program for any reason. Use of the program is intended for agricultural education experience and not intended for business or non-education purposes and agricultural programs subscribing are responsible to ensure that use of this program is only for intended purposes and should remove any information deemed unacceptable. There is no pro-rated subscription fee.

The subscription for AET services includes:

- Use of the Chapter AET services, such as a program calendar, management of FFA membership, SAE assessment, teacher journal, classroom education materials and reporting
- Ability to develop student accounts for all students to maintain Classroom, SAE and FFA experiences

2. **PROPRIETARY RIGHTS** – Use of AET acknowledges:

- (a) the Software contains proprietary and confidential information that is protected by applicable intellectual property and other laws, and
- (b) HEM owns all right, title and interest in and to the Software, and software provided through or in conjunction with the Software, including without limitation all Intellectual Property Rights therein and thereto. "Intellectual Property Rights" means any and all rights existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide.

HEM is the sole source to purchase AET and users will not allow any third party to, (i) copy, sell, license, distribute, transfer, modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Software, unless otherwise permitted, (ii) take any action to circumvent or defeat the security or content usage rules provided, deployed or enforced by any functionality (including without limitation digital rights management functionality) contained in the Software, (iii) use the Software to access, copy, transfer, trans-code or retransmit content in violation of any law or third party rights, or (iv) remove, obscure, or alter HEM's copyright notices, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through the Software.

3. COMPLIANCE WITH LAWS AND GOOGLE POLICIES - Users agree to comply with all local laws and regulations regarding the download, installation and/or use of the AET program. Users agree to comply with any applicable policies or guidelines that AET may make available from time to time in its sole discretion. By way of example, and not as a limitation, users agree that when using the AET Software, teachers and students will not:
  - defame abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
    - upload, post, email or transmit or otherwise make available any inappropriate, defamatory, infringing, obscene, or unlawful Content;
    - upload, post, email or transmit or otherwise make available any content that infringes any patent, trademark, copyright, trade secret or other proprietary right of any party, unless users are the owner of such rights or have the permission of the owner to post such Content;
    - download any file posted by another that users know, or reasonably should know that cannot be legally distributed in such manner;
    - impersonate another person or entity, or falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material;
    - restrict or inhibit any other user from using and enjoying the AET services;
    - use AET services for any illegal or unauthorized purpose;
    - remove any copyright, trademark or other proprietary rights notices contained in or on AET services;
    - interfere with or disrupt AET services or servers or networks connected to AET services, or disobey any requirements, procedures, policies or regulations of networks connected to AET services;
    - use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of AET services or collect information about users for any unauthorized purpose;
    - submit Content that falsely expresses or implies that such Content is sponsored or endorsed by AET;
    - create user accounts by automated means or under false or fraudulent pretenses;
    - promote or provide instructional information about illegal activities or promote physical harm or injury against any group or individual; or
    - transmit any viruses, worms, defects, Trojan horses, or any items of a destructive nature.
4. SUBSCRIPTION PAYMENT – The cost of an AET subscription is set by HEM annually. Users agree to the program cost and subscription timeline. Subscription timeline runs from October 16th to October 15th every year. The timeline of the contract would never be modified unless sufficient payment was not received within the invoice guidelines of 90 days. Chapter subscriptions are billed through the [www.JudgingCard.com](http://www.JudgingCard.com) system. State or group subscriptions are billed through HEM, for mor information please contact [info@theaet.com](mailto:info@theaet.com). Subscriptions are non-refundable.
5. MINIMUM COMPUTER REQUIREMENTS – Use of AET requires access to a computer with a reliable, high-speed connection to the Internet. Displays should be capable of displaying at least 1024x768 resolution. Microsoft Excel 2000 or newer is required for viewing Excel

based export files. Most reporting is completed through Portable Document Format (PDF) files, so users must be able to have access to a PDF reader program.

## **Commitment to Data Security**

### *6. How is visitor information protected?*

We implement security measures designed to protect your information from unauthorized access. Your account is protected by your account password and we urge you to take steps to keep your personal information safe by not disclosing your password and by logging out of your account after each use. If you use this site, you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity.

We further protect your information from potential security breaches by implementing appropriate physical, electronic, and managerial procedures to safeguard and secure your personal information. For example, certain technological security measures implemented include encryption, firewalls and secure socket layer (SSL) technology. Additionally, all transactions are processed through a gateway provider and are not stored or processed on our servers. However, these measures do not guarantee that your information will not be accessed, disclosed, altered or destroyed by breach of such firewalls and secure server software. By using our Service, you acknowledge that you understand and agree to assume these risks.

### *7. How do we handle collecting children's information?*

Our privacy practices are guided by the United States Children's Online Privacy Protection Act (COPPA), as well as data privacy laws in the United States. TheAET.com contracts with school districts to offer online programs solely for the benefit of their students and for the school system. In this case, the schools may act as the parent's agent and can consent to the collection of kids' information on the parent's behalf. As a best practice, the school and/or school district should consider providing parents with a notice of the websites and online services whose collection it has consented to on behalf of the parent. Online assessments that are completed in AET by the teacher allow them to share a copy of results with parents contact information that is setup in their student profile. Teachers also have an embedded contact system within AET that allows them to communicate with parents and keep them informed.

8. SECURITY – Data is maintained on redundant networked servers, and HEM safeguards this information with firewalls, passwords, backups, and other software that follows industry standards for maintaining data security and reliability. Information in the AET is secured with usernames and passwords. Users should always “Sign Out” and close Internet Browser.

Sessions will automatically “sign out” after approximately 20 minutes. Teachers and students should safeguard their passwords to prevent unauthorized access. Passwords should be changed periodically. Within the AET's databases, passwords are encrypted with a one-way algorithm; nobody can “view” a user's password. The AET website and AET support staff will never ask for personal information such as bank account numbers, credit card numbers, passwords, and social security numbers.

9. **PRIVACY AND RELEASE OF INFORMATION** – Students should be aware that teacher and regional users automatically have complete access to student accounts. Data within Student AETs is available in Chapter reports at various degrees of aggregation and anonymity. For support purposes, AET Support personnel have complete access to chapter and student AET accounts. Data collection is limited and is only used in fulfilling requirements on the student and chapter profile along with FFA award/degree applications. Personal, non-aggregate information will never be sold or given to any third party. However, data entered into student and chapter AET accounts is available to HEM for educational research purposes, usually for the promotion of the AET or the promotion of agricultural education in general. AET does not mine data for any other purposes than what is stated in this agreement. AET follows standard research data- collection guidelines to protect the anonymity and privacy of individual users. Any data obtained would never be shared for any other purposes unless proper written consent was given by users prior to any activity with their data. Those using AET authorize use of their data for these purposes. Parents contacting AET in writing, can request their child(s) information be deleted upon request.

Data stored is available for teacher, student and regional reports and stored for historical reporting purposes while (AET) Hanagriff, Ewell and Murphy, Inc. is in operation. If at some point in the future, when AET services are no longer available, all users will be notified and 90-days later the data will be erased and destroyed.

10. **RELEASE OF LIABILITY AND INDEMNITY** – AET makes an honest effort to ensure the accuracy of information, reports, and applications within [www.theAET.com](http://www.theAET.com). Users of [www.theAET.com](http://www.theAET.com) agree to release HEM from all liability resulting from errors in this information. Users hold sole liability for the results of their FFA Award/Degree applications, and users are encouraged to double-check these applications thoroughly before submission. Users agree not to sue or pursue other legal action against HEM (or any related party) for any reason.