

## **GSUSA ZOOM LICENSE USER AGREEMENT:**

Updated as of July 30, 2020

These GSUSA Zoom License User Agreement terms of use (“Terms of Use”) apply to any Girl Scout Council employee, service unit volunteer and troop leader who has or will receive a GSUSA Zoom License. These Terms of Use, the GSUSA Zoom Guidelines and the Zoom Terms of Use (collectively, the “Agreements”). These Terms of Use and the GSUSA Zoom Guidelines may be revised at any time by Girl Scouts of the USA (“GSUSA”) in its sole discretion. Zoom may revise the Zoom Terms of Use at any time in its sole discretion. The Zoom Terms of Use may be found at <https://zoom.us/terms>. It is your responsibility to check periodically for changes to the Terms of Use, the GSUSA Guidelines and the Zoom Terms of Use. If a revision to the GSUSA Terms of Use or the GSUSA Guidelines is, in our sole discretion, is material, we will use reasonable efforts to provide advanced notice of such revision to you. Your continued use of the GSUSA Zoom License after any changes to the Agreements constitutes your agreement to be bound to the updated Agreements. If you do not agree to be bound by the updated Agreements, you must delete your account and all instances of the GSUSA Zoom License on any device and cease all use thereof. If there is any conflict between the Terms of Use and the GSUSA Zoom Guidelines, these Terms of Use shall govern.

**IMPORTANT** – THIS IS A LEGAL DOCUMENT. BEFORE ACCESSING OR USING ZOOM USING A GSUSA LICENSE(S), YOU SHOULD READ CAREFULLY THE FOLLOWING TERMS AND CONDITIONS CONTAINED IN THESE TERMS OF USE. GSUSA IS WILLING TO GRANT YOU ACCESS AND/OR CONTINUED ACCESS TO THE LICENSE ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS AND CONDITIONS CONTAINED IN THESE TERMS OF USE. THIS LICENSE IS PROVIDED SO THAT YOU MAY USE ZOOM TECHNOLOGY TO HOST ONLINE MEETINGS FOR THE DESIGNATED GIRL SCOUT PURPOSES DESCRIBED BELOW. YOU MAY NOT USE THIS LICENSE FOR ANY REASON OTHER THAN THE DESIGNATED PURPOSE.

BY INSTALLING, ACCESSING, OR USING ANY PART OF ZOOM USING YOUR GSUSA ZOOM LICENSE, OR CONTINUING TO USE THE GSUSA ZOOM LICENSE, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE, THAT YOU UNDERSTAND IT AND ITS TERMS AND CONDITIONS, THAT YOU UNDERSTAND AND THAT YOU AGREE TO BE BOUND LEGALLY BY IT AND ITS TERMS AND CONDITIONS.

IF YOU DO NOT UNDERSTAND AND AGREE WITH THESE TERMS OF USE, YOU ARE NOT GRANTED PERMISSION BY GSUSA TO INSTALL, ACCESS, OR OTHERWISE USE OR CONTINUE TO USE A GSUSA ZOOM LICENSE. IN SUCH CASE, PLEASE PROMPTLY RETURN AND/OR DELETE ANY MATERIALS RELATED TO GSUSA’S ZOOM LICENSE. ANY USER SIGNING INTO ZOOM THROUGH A GSUSA ZOOM LICENSE WILL BE ASSUMED TO UNDERSTAND AND AGREE WITH THESE TERMS OF USE.

IF YOU DO NOT UNDERSTAND OR AGREE WITH THESE TERMS OF USE, YOU SHOULD NOT LOGIN TO THE SYSTEM. YOU AND YOUR COUNCIL ARE RESPONSIBLE FOR YOUR COMPLIANCE WITH THE TERMS OF USE.

Zoom provides web and video conferencing services that GSUSA has sublicensed to your Council. You agree to use the GSUSA ZOOM LICENSE in accordance with the terms of the Agreements.

## **AUTHORIZED USERS**

You must be an “Authorized User” to use a GSUSA ZOOM LICENSE. “Authorized Users” are Council employees, Council volunteers and Troop Leaders, in each case approved by the applicable Girl Scout Council, or with regard to GSUSA staff, approved by GSUSA. If you do not fall within one of these categories or your status changes and you no longer are in one of these categories, you are no authorized to use a GSUSA Zoom License, and you must delete your account and cease all use of any GSUSA ZOOM LICENSE.

Authorized Users must use the GSUSA ZOOM LICENSES solely for the “Designated Purpose” (defined below). There are restrictions on recording meetings—see section on recording below.

## **DESIGNATED PURPOSE**

The following are the “**Designated Purpose**”. The GSUSA ZOOM LICENSES may not be used for any purpose other than the Designated Purpose for the Girl Scout Movement.

NOTE the Designated Purpose differs for different Authorized Users as described below.

GSUSA ZOOM LICENSES may only be used by **Council employees** for approved Girl Scout activities related to their role to:

- host online meetings between Council staff and/or Service Unit volunteers
- host online meetings with other Councils
- host Service Unit meetings and events
- host Council events

GSUSA ZOOM LICENSES may only be used by **Service Unit Volunteers and Troop leaders** for approved Girl Scout activities related to their role to:

- host Girl Scout Troop Meetings and Girl Scout Troop activities such as bridging ceremonies
- meet with other Troop Leaders
- host service unit or troop events provided the Service Unit has approved each specific event

GSUSA and its third-party vendors shall have the right to suspend your and your Council’s access to Zoom at any time without liability if your GSUSA ZOOM LICENSE is used for unauthorized purposes or is shared with anyone other than authorized administrators.

GSUSA and its third-party vendors reserve the right to suspend, modify or revoke the GSUSA ZOOM LICENSES and/or the Zoom services at any time, without liability, including without limitation, for maintenance, upgrade or update purposes, or any other purpose determined by GSUSA or Zoom. Council’s continued use of the GSUSA ZOOM LICENSES shall constitute consent to any modifications thereof and its agreement to be bound by the terms of this Agreement.

## **ADDITIONAL RESTRICTIONS ON USE:**

Any violation of any terms of the Agreements may be grounds for immediate termination of your GSUSA ZOOM LICENSE and your Council’s GSUSA ZOOM LICENSES. You agree that:

You will not share, loan or give your GSUSA ZOOM LICENSE or your User Name and Password to anyone except to your council staff administrators or GSUSA staff administrators who need it to recover these for you or who may need to track or investigate your use of the GSUSA ZOOM LICENSE. This is a single license for your use only.

You agree to not modify, disassemble, decompile, prepare derivative works of, reverse engineer or otherwise attempt to gain access to the source code of the Services; (b) knowingly or negligently use Zoom in a way that abuses, interferes with, or disrupts Zoom's networks, any Zoom accounts, or the Zoom services; (c) engage in activity that is illegal, fraudulent, false or misleading, (d) transmit through Zoom any material that may infringe the intellectual property or other rights of third parties; (e) build or benchmark a competitive product or service, or copy any features, functions or graphics of Zoom; or (f) use Zoom in violation of Zoom's Acceptable Use Policy or any other policy referenced herein, or any applicable Law.

In addition to GSUSA policies, you will use the GSUSA ZOOM LICENSE in accordance with ZOOM's Acceptable Use Policy, under which you will not, among other things:

- Post, stream or transmit any content, including live video, that violates this Policy
- Do anything illegal, facilitate any illegal activity, or promote violence.
- Do anything that threatens, exploits or otherwise harms children.
- Engage in any activity that is harmful, obscene, or indecent (particularly as such would be understood in the context of business usage).
- Facilitate or support human trafficking.
- Engage in any activity that supports or facilitates terrorism or terrorist organizations
- Engage in any activity that is fraudulent, false, or misleading.
- Engage in any activity that is defamatory, harassing, threatening or abusive.
- Store or transmit any data or material that is fraudulent, unlawful, harassing, libelous, threatening, obscene, indecent or otherwise inappropriate.
- Send unauthorized messages, advertising or spam, including unsolicited promotional or commercial content or other mass solicitation material.
- Misrepresent the User's identity or affiliation with any entity or organization or impersonate any other person.
- Harvest, collect, or gather user data without consent.
- Violate or infringe any intellectual property or proprietary rights of others, including copyrights.
- Violate the privacy of others or distribute confidential or personal information of others.
- Engage in any activity that is harmful or disruptive to the Zoom Services or attempts to circumvent restrictions on access, usage or security of the Zoom Services. This includes transmitting viruses, malware or other malicious or destructive code or using tools that mask IP address location or to otherwise circumventing restrictions on use due to regulations or account closures.

Any violation of the above may be grounds for termination of GSUSA's Agreement with Zoom and loss of all GSUSA ZOOM LICENSES.

## **TERMS:**

**You agree that:**

You will only use the GSUSA ZOOM LICENSE for the Designated Purpose and not for any personal or outside business purposes. Unauthorized use may result in GSUSA or ZOOM canceling your license or all the licenses held by your Girl Scout Council.

You are responsible for all activity on Zoom that takes place under your GSUSA ZOOM LICENSE. You agree that you will protect your password to prevent unauthorized use of your GSUSA ZOOM LICENSE and to protect your own and your participants' privacy. Unique login accounts and passwords must always be kept confidential and may not be shared with or exposed to others. You will not let anyone else access your account or do anything else that might jeopardize the security of your account. You will notify your Council and GSUSA immediately if you suspect or become aware of any misappropriation or unauthorized use of any password or account or any other known or suspected breach of security or misuse of Zoom. You are responsible for the confidentiality and use of all IDs, passwords and other security data in connection with use of the GSUSA ZOOM LICENSE.

You will use the GSUSA ZOOM LICENSE in compliance with all applicable laws, rules and regulations and not for any illegal or unauthorized purpose, and do not violate any laws in your jurisdiction, such as, but not limited to, copyright or data privacy laws. You will not broadcast or share membership information or private contact information in Zoom meetings.

You are responsible for maintaining the safety and security of meetings that you host on Zoom. Only users who are at least 18 years of age are authorized to become Zoom account holders. Any Authorized User under 18 years of age must have his/her parent /guardian register the account using the parent/guardian's email and contact information in the registration.

**Invitations and Participation:**

- i. If any participants in the Zoom meetings are under 18 years of age, you will obtain parent/guardian consent for the minor to participate in the Zoom meeting(s).
- ii. Private Meetings: EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN Section iii below, only Girl Scout staff, members volunteers and their guests may be invited to attend meetings using the GSUSA ZOOM LICENSE. You will send invitations only to guests whom you have confirmed are Girl Scout staff, members, volunteers and their guests. Except in the limited circumstances described in Section iii below, you will grant entry to your meetings only to guests that are confirmed to be invited guests. Except in the limited circumstances described in Section iii below, you will not post meeting login details on any public-facing space including on a public webpage or in a public Facebook, Instagram or other social media postings. Except in the limited circumstances described in Section iii below, you will distribute login information only to Participants whom you know to be Girl Scout staff, members, volunteers or their guests. Except in the limited circumstances described in Section iii below, you will distribute login information by e-mail or private phone message with instructions that meeting Participants must not share the login information for meetings with any person. When minors are involved, login information must be distributed to the parent/guardian of each such minor (and not directly to the minor), and the parent/guardian shall be clearly informed that he/she is responsible for their minor's activities while logged on to Zoom. This will help prevent unauthorized

access to your Zoom meetings. All Troop meetings, and invitations to Troop meetings, must be done in compliance with this Section. Troop meetings must be private as described in this Section and are not permitted or authorized to be a Public Facing Event (as defined in Section iii).

iii. Public-Facing Events: In certain limited instances, GSUSA and Council employees may use GSUSA ZOOM LICENSES to host certain Girl Scout events (which may include online performances, classes, or other activities) which may be posted on a public-facing web page or social media account and may permit admission by the general public (a “Public-Facing Event”). All such instances must be approved by your Council (or by GSUSA for a GSUSA event) and hosted only by a Council employee Authorized User, or for a GSUSA event, by a GSUSA staff Authorized User. You are responsible for making sure that your Council (or GSUSA for a GSUSA event) obtains any and all releases and permissions required by law for the Public-Facing Event. In any Public-Facing Event, participant minors may not appear on screen or have identifying information about such minor made publicly available. If a minor is a host of, or directly involved in the Public Facing Event, then the minor may appear on screen so long as your Council (or GSUSA, for a GSUSA event) obtains a permission and release from the minor’s parent or guardian permitting the minor child’s on-camera appearance and broadcast of the Public Facing Event. In these limited approved instances, invitations and/or links may be posted on a public-facing web page or social media account (i.e., Council’s webpage, Facebook page, or Instagram account) and members of the public may be admitted to the event. A troop leader and/or a Council volunteer is not authorized to use a GSUSA ZOOM LICENSE for any Public Facing Event, and no Troop meeting shall be open to the general public or be a Public Facing Event.

Broadcast/Livestreaming: Zoom has features that permit integration with Facebook Live. However, this feature is not authorized for use with a GSUSA ZOOM LICENSE except in certain limited circumstances, and no other streaming feature is authorized for use in connection with a GSUSA ZOOM LICENSE. **No troop leader or Council volunteer may use a GSUSA ZOOM LICENSE with Facebook Live or any other streaming feature.** Facebook Live may only be used by those GSUSA staff and Council employees who are expressly authorized by GSUSA or Council, as the case may be, to use this feature. In addition, if staff are permitted to use Facebook Live as described in this Section, prior to such use, staff must review the ADDENDUM TO THE GSUSA ZOOM COUNCIL LICENSE AGREEMENT AND END USER AGREEMENT (THE “ADDENDUM”) FOR USE OF FACEBOOK LIVESTREAMING. By using a GSUSA ZOOM LICENSE with Facebook Live, staff acknowledge that they have reviewed and understood the Addendum, and that they agree to be bound legally by it and its terms and conditions.

**Recording.** Recording of online meetings set up using a GSUSA ZOOM LICENSE is NOT authorized except as set forth herein. Recording is subject to various legal requirements under U.S. law and the laws of various states, some of which require that all parties consent to such a recording. Authorized Users may show a recording on a Zoom meeting provided that your Council has obtained the necessary permissions and releases and has the right to use such recording in such manner. For example, if an Authorized User has a training video that you want to play at a Zoom staff meeting, and Council has all the necessary rights and consents to show such video, the video may be played on a Zoom meeting. You and your Council (or you and GSUSA for a GSUSA event) are solely responsible to obtain written consents from all participants that comply with all applicable laws.

Recording of meetings involving adults only is permitted if (i) you obtain written authorization of your Council (or GSUSA for a GSUSA event) for such recording; (ii) your Council obtains written consent of and releases from all participants to the recording and any use of the recording, and (iii) you and your Council fulfill any other requirements under applicable law.

Recording of meetings involving minors is not authorized except if the minor is a host or directly involved in the Girl Scout event (i.e., conducting an interview, moderating a panel) and (i) Council gives written authorization for such recording; (ii) Council obtains a written consent and release to the recording and use of the recording from the parent/guardian of all such minors; and (iii) You and your Council fulfill any other requirements under applicable law.

You may only save such recordings to Zoom, not to your local computer or network.

#### Operating Zoom.

You will familiarize yourself with Zoom use and its available tools to safely host online meetings, including but not limited to how to disable screen sharing, microphones or video for participants who share inappropriate content or make inappropriate, obscene or vulgar or other prohibited statements. You must be ready and able to use those tools to prevent such conduct from continuing. These include:

- Keep your Personal Meeting ID private: Invite participants using a unique meeting ID (not your automatically generated Zoom meeting ID and password, which will always be the same and which will allow uninvited guests to later access your meetings once they have it) and always require a password.
- Use a waiting room.
- Disable allowing the meeting to begin without you.
- Lock the meeting once all authorized participants have arrived.
- Disable participant recording.
- Mute all participants and unmute one at a time.
- Disable white boards and screen sharing by participants unless you choose to allow one participant at a time to post on a white board or screen share.
- Download Zoom updates when offered because Zoom is improving security features frequently.

You will follow all recommended guidance and procedures established by GSUSA and your Council. All GSUSA meetings will be conducted in accordance with the [Girl Scout Promise and Girl Scout Law](#) and you must always be aware you are representing your local council and the national Girl Scouts of the USA organization.

You are responsible for your own conduct and any data, text, information, graphics, music, marks, photos, screen names and video clips or other content or materials ("Material") that you submit, post, display or make available on or through use of a GSUSA ZOOM LICENSE. You are responsible for Material posted by team participants, including review and approval of such Material. You will remove any Material that should not be posted. GSUSA is not responsible for the Material posted using a GSUSA ZOOM LICENSE Although GSUSA may from time to time monitor or review content and other matters relating to use of the ZOOM LICENSES, GSUSA is under no obligation to do so and assumes no responsibility or liability arising from Council's or your use of the GSUSA ZOOM LICENSES. GSUSA reserves the right to remove any content in its sole discretion.

## **DENIAL OR TERMINATION OF SERVICE**

Any violation of the terms of these Terms of Use, or any other Agreement or policies incorporated herein, by you or your Council may result in denial or termination of your or your Council's use of a GSUSA ZOOM LICENSE.

### **OTHER:**

- In the event you learn of any suspected or actual breach of these Terms of Use, any other Agreement, or other unauthorized or unlawful conduct in connection with a meeting or webinar involving a GSUSA ZOOM LICENSE, you shall immediately notify your Council and GSUSA of it and will fully cooperate with GSUSA, on a confidential basis, in investigating and remedying the incident, breach, occurrence or activity, as applicable. Your Council remains responsible for any such violation regardless of Council reporting or GSUSA's actions or inactions.
- You acknowledge and agree that in the event of any suspected or actual loss, misuse or unauthorized access to or acquisition or disclosure of confidential or personal data (hereafter, "Incident"), GSUSA may exercise its right in its sole discretion to develop and manage a national and cross-Council uniform response (the "Response") to be followed by Council, which may include without limitation Council undertaking actions as directed by GSUSA related to any expert investigations and notifications to affected persons or entities. In the course of managing such Response, GSUSA may coordinate any investigation, remediation, communications, reporting, notifications, public relations, incident management, regulatory or litigation response and strategy relating to such Incident. You agree to cooperate with GSUSA in formulating and undertaking the Response and to make available to GSUSA in a timely manner appropriate details of the Incident and to assist with any related investigation or remediation as GSUSA may direct.
- You will indemnify and defend GSUSA, your Council, and their respective affiliates, directors, officers, employees, licensors, service providers, agents (the "GSUSA Parties") against any loss, cost, claim, charge, damage, liability, expense or action arising directly or indirectly from the unauthorized distribution, use, sharing, misuse or mishandling of the GSUSA ZOOM LICENSE or your breach of these Terms of Use and any agreements or policies incorporated in these Terms of Use. GSUSA shall have no liability for your unauthorized use or misuse of the GSUSA ZOOM LICENSE and shall have no responsibility to Councils, members or any third party for any use of the GSUSA ZOOM LICENSE whether or not authorized hereunder. You and your Council is solely and individually responsible and liable for its acts, omissions and obligations hereunder.
- You acknowledge that third party vendors are ultimately responsible for system availability and correcting any bugs, errors or issues relating to the operation of Zoom, and that GSUSA cannot commit to or be liable for system availability, and cannot guarantee that Zoom will be error-free or that issues can be corrected. GSUSA reserves the right to modify or revoke the GSUSA ZOOM LICENSE or the Zoom Services at any time, without notice and without liability. Your continued use of the GSUSA ZOOM LICENSE after such modification shall constitute consent to any modifications thereof and your agreement to be bound by the terms of this Agreement.

- GSUSA and its third-party vendors reserve the right to suspend, modify or revoke the GSUSA ZOOM LICENSES and/or the Zoom services at any time, without liability, including without limitation, for maintenance, upgrade or update purposes, or any other purpose determined by GSUSA or Zoom. You and your Council's continued use of the GSUSA ZOOM LICENSES shall constitute consent to any modifications thereof and its agreement to be bound by the terms of the Agreements.
- The GSUSA ZOOM LICENSE is provided "AS IS" and "as available" and, to the fullest extent permitted by law, without warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. We do not represent or warrant that: (a) the GSUSA ZOOM LICENSE will be secure, error-free, or timely; (b) the ZOOM LICENSE will always function without delays, disruptions, interruptions or imperfections; or (c) the GSUSA ZOOM LICENSE will meet your requirements, achieve any intended results, be compatible, or work with any other software, applications, systems, or services, meet any performance or reliability standards, or be error-free, or that any errors or defects can or will be corrected. Some jurisdictions do not allow the exclusion of or limitations on implied warranties or applicable statutory rights, so some or all of the above exclusions and limitations may not apply to you.
- You will notify your Council and GSUSA when you are no longer using the GSUSA ZOOM LICENSE(s) so that they may be reassigned.