Terms and Conditions

These Terms and Conditions form part of the YoungArts Student List Service Agreement entered by and between YoungArts and the Institution, effective as of the date of purchase. Capitalized terms used but not defined herein shall have the meanings specified on the purchase website.

YoungArts compiles and makes available the SLS which includes YoungArts' applicant and winner contact information as supplied by the applicants and winners from those individuals who have authorized YoungArts to do so.

The Institution is an educational or professional institution and wishes to subscribe to the SLS solely for use internally to identify potential candidates for admission, scholarships and/or other opportunities related to the Institution's mission or mandate (the "Purpose").

For good and valuable consideration, the sufficiency of which is hereby acknowledged, YoungArts and the Institution hereby agree as follows:

1. **Grant of Rights**. Subject to the terms and conditions of this Agreement, YoungArts hereby grants to the Institution a nonexclusive, revocable and non-transferable right, to use the SLS only for the Purpose. Other than the rights granted hereunder, all rights with respect to the SLS are reserved to and by YoungArts. The Subscriber may not grant sublicenses with respect to any rights granted hereunder or permit access to or use of the SLS or any data included therein to or by any third party without YoungArts' prior written approval.

2. **Purchase Fees.** In consideration for the rights granted by YoungArts to the Institution hereunder, the Institution agrees to pay YoungArts the Purchase Fee(s) at the time of subscription. All Purchase Fees are nonrefundable. The Institution shall pay any taxes required to be paid in connection with the purchase other than YoungArts' income taxes.

3. **Ownership.** The SLS is protected by copyright, © 2027 National Foundation for Advancement in the Arts, Inc. All rights reserved. The Institution shall not remove any copyright or other notices or include any additional notices in or on the SLS. The Institution shall not reproduce, publicly disclose or display, create derivative works based upon, distribute, sell, sublicense or otherwise provide to third parties the SLS or any data included therein, and shall not use the SLS or any data included therein other than for the Purpose. The Institution acknowledges and agrees that, as between YoungArts and the Institution, YoungArts is, and YoungArts' successors or assigns shall remain, the sole and exclusive owners of the SLS, including but not limited to, the copyrights with respect hereto, as well as any YoungArts trademarks or service marks shown therein (the "Marks"). No license is granted hereunder to use any of the Marks. The Institution shall acquire no ownership interest in the SLS or any data included therein or the Marks through this Agreement or otherwise. The Institution shall not, directly or indirectly, on the Institution's own behalf or on behalf of a third party, anywhere in the world, register or attempt to obtain a copyright, trademark or other registration for the SLS or any data included therein or do or permit to be done any action or thing which will in any way impair YoungArts' rights in and to the SLS or any data included therein or the Marks, or contest or assist any other party in contesting the validity of YoungArts' ownership of and rights with respect to the SLS or the Marks. The Institution shall ensure that the use of the SLS by the Institution shall not have a detrimental impact on YoungArts' reputation or the goodwill associated with YoungArts or the Marks.

4. **Indemnification.** The Institution shall indemnify and hold harmless YoungArts, its affiliates and the applicants and award winners, as well as each of its and their respective successors, assigns, heirs, officers, directors, employees, agents, contractors and other representatives from any and all liabilities, losses, damages, claims, costs and expenses, interest, awards, judgments and penalties suffered or incurred by any of them (including reasonable attorneys' fees and expenses incurred by any of them as a result thereof and/or in connection with enforcing YoungArts' or such other indemnified parties' indemnification rights hereunder or other aspects of this Agreement), arising out of or resulting from (a) any breach or allegation which, if true, would constitute a breach of any of the Institution's obligations under the Agreement; (b) the Institution's use of the SLS or any data included therein or any other actions or omissions or those of any of the Institution's employees, independent contractors, agents, assigns, or any other person or entity working under the Institution's supervision or direction.

5. **Limitation of Liability.** Neither YoungArts nor any of its successors, assigns, or affiliates shall be liable to the Institution or any third party for any indirect, incidental, punitive, consequential, or special damages (including lost profits, loss of data, or business interruption) arising out of or relating to the performance or nonperformance of this Agreement or the use of the SLS or any data included therein, even if YoungArts has been advised of the possibility of such damages. YoungArts makes no representations or warranties, express or implied, with respect to the SLS or any data included therein, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, non-infringement, accuracy, completeness, or currency. In no event shall YoungArts' total aggregate liability to the Institution or any third party arising from or related to this Agreement, the SLS, or any data included therein exceed the fees actually paid by the Institution to YoungArts for the use of the SLS giving rise to the claim. The Institution acknowledges that the foregoing limitations are a material inducement for YoungArts to enter into this Agreement and grant the rights described herein.

6. **Termination.** The **Institution** shall be deemed to be in breach of this Agreement, and YoungArts may, at its option, immediately terminate this Agreement and all rights granted hereunder upon notice to the **Institution**, if any of the following events occur: (a) if there is any attempted assignment, sublicensing or encumbrance of this Agreement or any interest herein or with respect to the SLS or any data included therein by or through the **Institution**, contrary to the terms hereof; (b) if the **Institution** commences a voluntary case or other proceeding, or if any involuntary case or other proceeding is commenced against the **Institution**, seeking liquidation, rehabilitation, reorganization, conservatorship, assignment for the benefit of the **Institution**'s creditors or other relief with respect to it or to its assets under any bankruptcy, insolvency or other similar law, or seeking the appointment of a trustee, receiver or other similar official with respect to it or any substantial part of its property which is not dismissed within sixty (60) days of initiation; or (c) if the **Institution** otherwise breaches any of its obligations or the terms hereunder, including but not limited to the use or attempted use of the SLS outside the limits of the Purpose, and fails to cure such breach within thirty (30) days after receiving notice thereof from YoungArts, unless such breach is not capable of being cured, in which case no cure period shall apply.

7. **Obligations and Rights Upon Termination or Expiration.** Upon termination or expiration of this Agreement, all rights granted hereunder to the Institution shall terminate, and the Institution shall immediately cease all use of the SLS data in any form, and destroy all copies thereof and erase or otherwise permanently remove all such data from all systems, media and devices in its possession or control; and shall pay all sums, if any, owing to YoungArts. The Institution shall furnish YoungArts with the information and materials, or other evidence satisfactory to YoungArts of compliance with the foregoing obligations within twenty (20) calendar days after termination or expiration of this Agreement.

8. **YoungArts SLS Communications & Privacy.** The Institution agrees to the following additional terms regarding SLS-related communications and data privacy:

   (i) YoungArts may list the Institution as a participant of the Student List Service on the YoungArts website and in print materials.

   (ii) The Institution agrees to receive periodic communications from YoungArts which will accompany the applicant and winner data.

   (iii) To increase our awareness of the recruitment messages that individuals whose names and contact information are included in the SLS receive from the Institution and, in effect, better address questions from YoungArts applicants, winners and their parents inquiring about these messages, the Institution shall share its draft messages in aggregate prior to delivering them to the individuals listed in the SLS. YoungArts does not intend to make creative decisions and/or take full language control of the recruitment communications that the Institution delivers to the individuals listed in the SLS.

   (iv) The Institution shall follow guidance that YoungArts provides to the Institution to assist the Institution in crafting messages that more closely align to YoungArts' adjudication and recognition practices.

   (v) The Institution shall comply with all applicable laws in connection with its use of the SLS and any data included therein and shall protect the privacy, integrity, security and confidentiality of such information in compliance with applicable data privacy and security laws, including but not limited to the Controlling the Assault of Non-Solicited Pornography and Marketing ("CAN-SPAM") Act of 2003.

   (vi) In order to assist YoungArts in strengthening its communications related to the SLS and its benefit to applicants and winners of YoungArts' national competition, the Institution shall provide to YoungArts information regarding the number of individuals listed in the SLS that apply, gain acceptance and enroll in the Institution. YoungArts will not ask for any personally identifying data or any other additional data points.

9. **Miscellaneous.** This Agreement may not be modified or amended except by an instrument or instruments in writing signed by both parties. The waiver by any party hereto of a breach of any term or provision hereof shall not be construed as a waiver of any subsequent breach or a waiver of such term or provision on any other occasion or in any other circumstance. Waivers must be signed in writing by the party giving the waiver. The Institution may not assign its rights in this Agreement without YoungArts' prior written consent, which consent YoungArts may grant or withhold as determined by YoungArts in its sole and absolute discretion. Any attempted assignment of this Agreement in violation of this section shall be void and shall constitute a default hereunder. YoungArts shall be free to assign, transfer, sublicense or otherwise delegate its rights and obligations hereunder, in whole or in part. This Agreement is not intended to confer upon anyone and shall not otherwise be deemed to confer on anyone not a party hereto any rights or remedies hereunder, and no person or entity not a party hereto shall be a third-party beneficiary of this Agreement. As used in this Agreement, the word "affiliates" means any third party that directly or indirectly controls or has the power to control or is controlled by or is under common control with, a party hereto, whether by contract or by ownership of equity interests in an entity or otherwise. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and there are no agreements, understandings, representations or warranties between the parties other than those set forth or referred to therein.