



## Screencastify Order Form

**Order Number: 00011829**

**Order Created: 5/8/2023**

**Order Expires: 7/31/2023**

**Prepared For:**

Bonita Bolin

Boone County Schools

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Screencastify, LLC

P.O. Box 734530

Chicago, IL

60673-4530

**Subscription and Pricing:**

Product	Term Start	Term End	Qty	Sale Price	Total Price
Suite (Record,Edit, Submit)	8/17/2023	8/17/2024	1	\$24,897.00	\$24,897.00

Total Amount	\$24,897.00
Total Due	\$24,897.00

**Billing Details:**

Subscription Start Date: 8/17/2023

Subscription End Date: 8/17/2024

Payment Terms: 30 Days

**Terms and Conditions:**

By accepting this Order Form, Customer agrees to subscribe to the products and services listed above for the term indicated above and that all Services are subject to Screencastify's Master Terms and Conditions located at <https://screencastify.com/msa>, which are incorporated herein by reference.

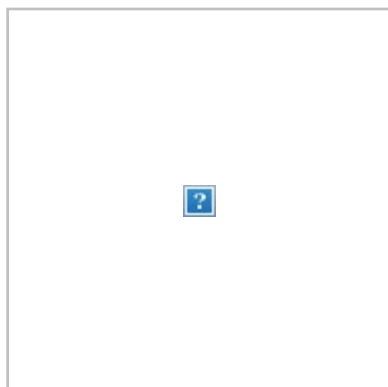
The Term of this Order form expires on the Subscription End Date listed above and will automatically renew for subsequent terms of equal length unless Customer notifies Screencastify of its intent to cancel at least sixty (60) days prior to the end of a term. The individual signing or accepting this Order Form represents and warrants that they have the authority to purchase subscription services on Customer's behalf.

The pricing in this Order Form is valid until the Expiry Date listed above and may not be honored if this Order Form is not accepted on or before that date. Unless otherwise indicated, all pricing is in US Dollars. Screencastify will invoice you for the amounts shown in this quote upon execution of this Order per payment terms above. Offline payments are accepted for orders of \$500 or more. If you are required to issue a purchase order, please have your purchasing department email a signed PO referencing this quote to the email above. Find more payment information and instructions at <https://screencastify.com/payment-info>.

Access to subscription services will begin on the Subscription Start Date upon receipt of this accepted Order Form. Any professional development services included in this Order Form must be scheduled in advance, are subject to Screencastify's reasonable availability and are not guaranteed to be provided within a specific timeframe.

**Accepted and Agreed:**

<b>Boone County Schools</b>
<b>Signature:</b>
<b>Name:</b>
<b>Title:</b>
<b>Date:</b>



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# Terms of Use

Last updated

January 1, 2023



Thank you for using Screencastify! These terms of service (these “Terms” or this “Agreement”) form an agreement between you, our customer (“you” and “your”) and Screencastify, LLC (“Screencastify,” “we,” “us,” or “our”) and cover your use and access of Screencastify-owned websites, Chrome extensions, applications, and related software services (the “Services”).

SECTION 8 OF THESE TERMS INCLUDES A CLASS ACTION WAIVER AND A WAIVER OF JURY TRIALS, AND REQUIRES BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES.

## 1. *Acceptance of Terms.*

By using our Services, which may include creating an account, downloading our Chrome extension, using our video creation tools, or viewing a video created by another user, you agree to these Terms and acknowledge you have reviewed our [Privacy Policy](#) and consent to forming this agreement electronically. If you do not agree to these Terms or our Privacy Policy, you should not use our Services.

**Changes to Terms.** We reserve the right to modify these Terms at any time. We will always post the most current version on our website and notify you should anything material change. By continuing to use the Services after the changes become effective, you agree to the revised Terms.

## 2. *User Types and Accounts.*

You may be a/an:

- **“Organization Representative”** (i.e., an adult over the age of 18 who is a representative of a company, school or other organization that subscribes to our Services and has administrative rights to provide access to other users (**“Authorized Users”**), which may include Students (as defined below);
- **“Organization”** (i.e., a business entity, school, group of schools, school district or other local educational agency that subscribes to the Services and has administrative rights to provide access to the Services to individual Users, Students and Organization Representatives);
- **“Student”** (i.e., any user of the Service who was invited to use the Services by an Organization or Organizational Representative that is a school, school district or local educational agency and who uses the Services solely for educational purposes as designated by such Organization or Organizational Representative); or
- **“User”** (i.e., any user of the Services, including an Organization Representative).

If you are an Organization Representative and create an account to use the Services on behalf of an Organization, you represent that you have the legal authority to bind that entity to these Terms and that such Organization accepts these Terms on behalf of itself and all its Authorized Users.

Unless you are a Student using the Services at the direction of your school and solely for educational purposes, you must be at least 13 years old to use the Services. If you are under 18, you represent that you have your parent or guardian’s permission to use the Services. Please have them read these Terms with you. If you are a parent or guardian of a User under age 18, by allowing your child to use the Services, you are subject to these Terms and responsible for your child’s activity as part of the Services.

## 3. *Your Use of the Services*

**Grant of Rights.** Subject to these Terms, we grant you access to the Services, which includes the right to create and share videos to which you have access and use all functionality that we provide based on your subscription. The Services may include downloadable software, which may update automatically on your device to newer versions. We grant you a worldwide, non-

exclusive and non-transferable right to use the Services for any purpose that does not knowingly infringe on existing intellectual property rights or otherwise violate these Terms. Components of the software may be offered under an open-source license, in these cases we will make that license available to You. Provisions of the open-source license may expressly override some of these Terms. Except as expressly stated herein, these Terms do not grant you any right or interest in any Screencastify technology, data, trademarks, trade secrets or other materials subject to legal intellectual property protection (“**Intellectual Property**”). You agree that you will not use Screencastify’s Intellectual Property for any purpose except to the extent necessary to be as user of the Screencastify Services.

**Third Party Services.** Users may use certain third-party software and services in connection with the Services (for example, videos created with the Services may be stored in Google Drive or uploaded to YouTube). Screencastify is not responsible for such third-party services used in connection with the Services and you may have to agree to additional terms of service in connection with such third party services.

**User-Generated Content.** As between Screencastify and any User, all videos or other content created by a User (“**User Generated Content**”) is property of the User (or Organization, as applicable). The User (or Organization, as applicable) grants to Castify a non-exclusive, worldwide, royalty-free license to process, reproduce, display, copy, communicate or otherwise use the User Generated Content in connection with the Service and Screencastify’s (and its successors' and Affiliates') business, including for the purpose of promoting and redistributing part or all of the Service, enforcing its rights under these Terms, or as otherwise required by law. Where you choose to share your User Generated Content through Screencastify’s platform, you (i) grant recipients and viewers permission to view your User Generated Content and (ii) grant Screencastify permission to use your name, likeness, biography, trademarks, logos, or other identifiers used by you in your account profile for the purpose of displaying such properties to the public or the audiences you have specified. You may revoke the foregoing permission by deleting your account or such User Generated Content. Users are responsible for ensuring that all User Generated Content does not violate these Terms, third party intellectual property rights or any applicable laws or regulations (including illegal, harmful, offensive, defamatory, misleading, obscene, or abusive material) and will take reasonable steps to remove such User Generated Content.

**User Feedback.** You may provide feedback to Screencastify about the Services (e.g., technical support input, suggestions or enhancement requests) and general usage analytics (i.e., aggregated non-personal technical data and metadata from the Services). Screencastify may

develop, modify and improve the Services based on your feedback and usage analytics, provided that such feedback and usage analytics will not include any information that may be used to identify a specific individual.

**Screencastify Communications.** By becoming a Screencastify User, you agree to receive communications from us, including via e-mail. Please see our [Privacy Policy](#) regarding the nature, use and ability to unsubscribe from such communications.

**Beta Services.** We may invite you to try beta, pilot, or limited release features (“**Beta Services**”). By using any Beta Services, you agree that Beta Services are not intended for commercial usage, may be modified or discontinued at any time, may contain bugs or errors, and are not subject to uptime, support, or other service level commitments.

**Schools and School Representatives.** If you are an Organization Representative on behalf of a school or school district (“**School Representative**”), you have responsibilities to the Students you invite to use the Services. In using the Services, School Representatives represent and warrant that they have (i) the authority to consent to Screencastify’s collection and use of personal information from their Students; (ii) obtained any required parental consent for Screencastify’s collection and use of personal information from their Students, including, if required, verifiable parental consent under the Children’s Online Privacy Protection Act ("COPPA"); (iii) not received any revocation of such parental consent. By enrolling a Student or helping the Student use the Services, the School Representative provides consent to Screencastify for the collection and use of its students’ personal information, including students under 13 years old, solely in connection with the use of the Services for classroom educational purposes.

#### 4. *Subscription Plans*

**Plan Types.** We offer free subscription plans and paid subscriptions that allow you to use the Services in different ways. From time to time the Service’s features may change, including withdrawing or adding new features as well as changing the price. You may upgrade or cancel your subscription at any time by visiting our website, in My Account > Billing. Please note that full or pro-rated refunds will not be issued.

**Automatic Renewal.** To the extent permitted by applicable law, subscriptions automatically renew at the end of each subscription period unless cancelled beforehand. You may opt-out of automatic renewal by changing your account settings. Until canceled, purchased subscription to the Services will remain active and will automatically renew on each

anniversary of your subscription date.

**No Resale:** You may not sell, resell, rent, lease, or distribute any plan or any other aspect of our Services to any third party unless authorized by us in writing. We may suspend or terminate accounts sold via authorized resellers for non-payment to the reseller or any violation of the restrictions set forth in this Agreement.

### *5. Acceptable Use of the Services*

In connection with your access to the Services, you are responsible for compliance with all applicable laws, regulations and policies of all relevant jurisdictions depending on your location, as well as the terms in this section, including Screencastify's Community Guidelines. Screencastify may remove content that it considers a violation of these Terms, or as otherwise specified in the Community Guidelines.

**Content Restrictions.** You agree that by or while accessing or using the Services, you will not:

- allow other unauthorized persons to use your user account;
- use the Service for any unlawful purpose, including infringement of third-party intellectual property rights;
- misrepresent yourself or impersonate another person or entity;
- bypass or attempt to bypass any security measures Screencastify uses to restrict access to the Service or otherwise protect its data and Users;
- copy, modify, create derivatives of, decompile, or reverse engineer the Service;
- stalk, threaten, or otherwise harass any person in general or on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation;
- interfere with or disrupt Screencastify or the servers or networks connected to Screencastify;
- create or share User Generated Content that is false, inaccurate, misleading (directly or by omission or failure to update information), defamatory, libelous, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, or illegal;
- “frame” or “mirror” any part of Screencastify, without our prior written authorization or use meta tags or code or other devices containing any reference to us in order to direct

any person to any other web site for any purpose;

- use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, scrape, “data mine”, or in any way reproduce or circumvent the navigational structure or presentation of Screencastify or its contents; or
- cause any third party to engage in the restricted activities above. The above assurances and commitments by You shall survive termination Services.

Please refer to Screencastify’s Community Guidelines for more information on prohibited User Generated Content.

**Copyright Policy.** Castify respects the intellectual property rights of others. If you believe that Screencastify is hosting or making available User Generated Content that infringes on your intellectual property rights, you may request its takedown by reporting the violation to our designated intellectual property agent by sending written notice by U.S. mail to Screencastify, LLC, 333 N. Green St, Suite 810, Chicago, IL 60607 or by email to [legal@Screencastify.com](mailto:legal@Screencastify.com).

The following information must be included in any written notice regarding Intellectual Property Infringement:

- The physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the protected work(s) you believe has been infringed;
- Identification of the material you believe infringes the protected work(s) sufficient for Screencastify to identify and locate it;
- The copyright holder’s or its agent’s contact information;
- A statement that the complainant believes in good faith that the user of the allegedly infringing material is not authorized by the copyright owner, its agent or the law; and
- A statement that the above information is accurate, and under penalty of perjury that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

It is our policy in appropriate circumstances to disable and/or terminate the accounts of users who are repeat infringers.

## ***6. Term and Termination***



This Agreement is effective upon your creation of a user account and continues so long as you maintain an account with us or use the Services. Paid accounts will continue for the subscription period and renew in accordance with section 4 of these Terms. This Agreement may be terminated by Screencastify, without cause, upon written notice.

Screencastify may suspend a User's access to the Services: (a) to the extent required by law, (b) to prevent a credible risk of harm to Screencastify, the Services, or its users, or (c) for repeated violations of our terms and policies, including our Copyright Policy and Acceptable Use Guidelines. If practicable, Screencastify will use reasonable efforts to contact the User and give the User the opportunity to resolve the issue prior to suspension.

In the event of any termination or expiration, the following sections will survive: **Section 3** (User Generated Content), **Section 7** (Disclaimers & Liability), **Section 8** (Arbitration), **Section 9** (General Provisions).

## ***7. Disclaimers & Liability***

***Limited Warranty.*** The Services will perform materially in accordance with documentation Screencastify has shared with you regarding its performance. If you believe that this warranty has been breached, you must notify Screencastify no later than 10 days following the date of the alleged breach. Termination of your subscription is your sole and exclusive remedy for breach of this warranty.

***Disclaimer / As-Is Services.*** We strive to provide reliable Services and hope you enjoy using them. But there are things we cannot guarantee. We provide our Services "As is".

SCREENCASTIFY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, SCREENCASTIFY MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR THE USE THEREOF WILL MEET YOUR OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

**Interaction with Third Parties.** Screencastify further disclaims responsibility for the conduct,

whether online or offline, of any user of Screencastify. You are solely responsible for your interactions with other users. Screencastify expressly disclaims any liability arising from the unauthorized use of your user account. Should you suspect that any unauthorized party may be using your user account or you suspect any other breach of security, you agree to notify us immediately. We disclaim all liability, regardless of the form of action, for the acts or omissions of other users (including unauthorized users, or “hackers”).

**LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SCREENCASTIFY IS NOT LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF DATA, LOSS OF BUSINESS, LOST PROFITS, DAMAGE TO COMPUTER HARDWARE OR SOFTWARE OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY KIND EVEN IF SCREENCASTIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SCREENCASTIFY’S MAXIMUM LIABILITY TO YOU IN CONNECTION WITH THESE TERMS OR YOUR USE OF THE SERVICES WILL NOT EXCEED THE GREATER OF 1) AMOUNTS PAID BY YOU TO SCREENCASTIFY IN THE PAST 12 MONTHS OR 2) \$100.

**Indemnity.** To the fullest extent of the law, you will defend, indemnify, and hold Screencastify including our affiliates, subsidiaries, parents, successors and assigns, and each of our respective officers, directors, employees, agents, or shareholders harmless from any claims, actions, suits, losses, costs, liabilities and expenses (including reasonable attorneys’ fees) relating to or arising out of your use of Screencastify Services, including but not limited to: (1) your breach of this Agreement or the documents it incorporates by reference; (2) your violation of any law or the rights of a third party; (3) any allegation that any materials that you submit to us or transmit through Screencastify or to us infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party; and/or (4) any other activities by you in connection with the Services. This indemnity shall be applicable without regard to the negligence of any party, including any indemnified person.

## **8. *Arbitration Agreement***

**PLEASE READ THIS ARBITRATION AGREEMENT CAREFULLY. IT IS PART OF YOUR CONTRACT WITH SCREENCASTIFY AND AFFECTS YOUR RIGHTS. IT CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.**

*Applicability of Arbitration Agreement.* All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with these Terms or the use of any Screencastify Services that cannot be resolved informally or in small claims court must be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. This Arbitration Agreement applies to you and Screencastify, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under these Terms.

*Notice Requirement and Informal Dispute Resolution.* Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute ("Notice") describing the nature and basis of the claim or dispute, and the requested relief. A Notice to the Company should be sent to: Screencastify, LLC, ATTN: Legal Department, 333 N. Green St, Suite 810, Chicago, IL 60607. After the Notice is received, you and Screencastify may attempt to resolve the dispute informally. If you and Screencastify do not resolve the dispute within 30 days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

*Arbitration Rules.* Arbitration must be initiated through the American Arbitration Association ("AAA"), an established alternative dispute resolution provider ("ADR Provider") that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties must agree to select an alternative ADR Provider. The rules of the ADR Provider ("Arbitration Rules") will govern all aspects of this arbitration, including the method of initiating and/or demanding arbitration, except where such rules are in conflict with these Terms. The AAA Consumer Arbitration Rules governing the arbitration are available online at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879. A single, neutral arbitrator must conduct the arbitration. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in a location within 100 miles of your residence, unless you reside outside of the United States, and unless the parties agree otherwise. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Each party must bear its own costs (including attorney's fees) and disbursements arising out of the arbitration, and must pay an equal share of the fees and costs of the ADR Provider.

*Additional Rules for Non-appearance Based Arbitration.* If non-appearance arbitration is elected, the arbitration must be conducted by telephone, online and/or based solely on written submissions; the party initiating the arbitration must choose the specific manner. The arbitration may not require any personal appearance by the parties or witnesses unless mutually agreed by the parties.

*Time Limits.* If you or Screencastify pursue arbitration, the arbitration must be initiated or demanded within the legal statute of limitations (i.e., the legal deadline for filing a claim) and any deadline imposed under the AAA Rules for the pertinent claim.

*Authority of Arbitrator.* If arbitration is initiated, the arbitrator will have all authority to decide the rights and liabilities, if any, of you and Screencastify in accordance with applicable law, the Arbitration Rules and these Terms, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The award of the arbitrator is final and binding upon you and Screencastify.

*Waiver of Jury Trial.* THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes must be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in court and are subject to very limited review by a court. If any litigation should arise between you and the Company in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND SCREENCASTIFY WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

*Waiver of Class or Consolidated Actions.* ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.

*Confidentiality.* All aspects of the arbitration proceeding, including the award of the arbitrator and compliance therewith, must be kept confidential unless otherwise required by law. This

Paragraph does not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

*Severability.* If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts will be of no force and effect and will be severed and the remainder of the Agreement will continue in full force and effect.

*Right to Waive.* The party against whom the claim is asserted may waive any or all of the rights and limitations set forth in this Agreement. Such waiver does not waive or effect any other portion of this Agreement.

*Emergency Equitable Relief.* Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures will not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.

*Claims Not Subject to Arbitration.* Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark, or trade secret are not subject to this arbitration agreement.

*Courts.* In any circumstances where the foregoing Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located within Cook County, Illinois, for such purpose.

## **9. General Provisions**

Except as expressly provided otherwise herein, these Terms are governed by the laws of the State of Illinois without regard to its choice of law principles. If any provision of this Agreement is or becomes invalid or non-binding, the parties remain bound by all other provisions. In that event, the invalid or non-binding provision will be replaced with provisions that are valid and binding and that have, to the greatest extent possible, a similar effect as the invalid or non-binding provision, given the contents and purpose of this Agreement.

Screencastify may assign this Agreement and all incorporated agreements in its sole discretion by providing notice to you. Except as explicitly stated otherwise, any notices to Screencastify shall be given by certified mail, postage prepaid and return receipt requested to Screencastify, LLC, 333 N. Green St., Suite 810, Chicago IL 60607. Any notices to you will be provided to

you through the Services or given to you via the email address provided at registration.

Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. A party's failure to act with respect to a breach by the other party does not constitute a waiver of the party's right to act with respect to subsequent or similar breaches. Unless you are an Organization and have a separate subscription agreement that supersedes these Terms, these Terms set forth the entire understanding and agreement between you and Screencastify with respect to the subject matter hereof and supersede all previous understandings and agreements between the parties, whether oral or written.

If You have any questions regarding Screencastify, please contact our customer support team at [support@screencastify.com](mailto:support@screencastify.com).

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