

## REMARK TEST GRADING - ACCEPTABLE USE POLICY

Remark Test Grading is a service that helps users to assess their students' exam performance and gain insight into the students' achievement on their exams. With Remark Test Grading, each user has their own account and has the ability to upload image files of student test forms. As these files are simply PDF or TIFF files, we cannot control what is uploaded and stored on our servers by users. However, we require everyone to agree to and follow these rules.

### Stuff you can't upload

You are only permitted to upload images of student test forms. You aren't allowed to upload anything else, and specifically you are not permitted to upload anything that:

- Is someone else's personal information or reveals anyone's protected information such as demographics, credit card information, personal health information, or other protected categories of information.
- Is sexually explicit or pornographic, exploits or presents minors in a sexual way, or promotes sexual services
- Creates a risk of physical injury or property damage, credibly threatens people
- Promotes self-harm, eating disorders or hard drug abuse
- Attacks, bullies or harasses others
- Includes hate or terrorist speech
- Is gratuitously violent or gory
- Infringes anyone's intellectual property, privacy or other rights

### Things you can't do

You also aren't allowed to:

- Use Gravic's name, logo, trademark or branding without our consent
- Access, tamper with or use areas of Remark Test Grading, our systems or our technical providers' systems outside of your account
- Break or circumvent our security measures or otherwise test the vulnerability of our systems or networks
- Use any method to access, search, scrape, download or change Remark Test Grading or anything on it
- Try to reverse engineer any of Gravic's software
- Try to interfere with any Remark Test Grading user, host or network, for example by sending a virus, overloading, spamming or mail-bombing
- Impersonate or misrepresent your affiliation with any person or entity, including Gravic
- Do anything that violates applicable laws or regulations
- Share your username or password, let anyone access your account or do anything that might put your account at risk

- Allow others to share your account. Each account is for one user only. Setting up classes and processing tests for someone else is a violation of this agreement
- Sell or transfer your username whether or not for compensation
- Encourage or help anyone do any of the things on this list

### **Personal Data Subject to GDPR (European Union and European Economic Area)**

If you are in the European Union or European Economic Area must sign Gravic's Data Processing Agreement (DPA) before you are allowed to use the application. You are obligated to follow the GDPR rules and regulations as outlined in the DPA. If you are outside of the EU or EEA, you may not store personal information for anyone subject to the European GDPR laws.

We may remove anything for any reason, including if we think it violates any of these rules or our Terms of Service. Anyone caught breaking the rules above may have their account frozen or canceled with no right to compensation.