

Kennedy-Lugar Youth Exchange and Study Website and Social Media Terms of Use

Welcome to Kennedy-Lugar Youth Exchange and Study (hereby referred to as YES) program website and social media accounts (hereby referred to as the YES platforms). These communities are provided to you by the U.S. Department of State's ("State Department") Bureau of Educational and Cultural Affairs and implemented by a consortium of non-profit partners (AMIDEAST, AFS-USA, iEARN-USA, and IRIS) led by American Councils for International Education. The website and social media component is led by iEARN-USA. For additional information regarding these sites or about our programs and services please see our official website [YES Programs \(en-US\)](#).

1. Acceptance of Terms of Use

The State Department provides this service to you subject to the provisions of this Terms of Use ("TOU"), which may be updated by the State Department from time to time without notice to you. **By using any YES platform, you are accepting these TOU and agreeing to be bound by them, including the provision that you, not the State Department, are entirely responsible for all material you post or otherwise make available via the site in question.** Significant changes to the TOU will be posted on the YES website. You can review the current version of the TOU at any time on [YES Programs \(en-US\)](#).

2. Purpose

The YES platforms are administered in line with the YES program goal of promoting mutual understanding. YES participants are high school students who live with a volunteer host family, attend a U.S. high school, learn about U.S., participate in community service and leadership opportunities, and share their home cultures with Americans. The YES platforms are administered with the understanding that the audience includes minors and young adults.

The limited purpose of this YES online community is to provide an informal platform for the YES program to provide information to applicants, participants, alumni, host families and schools, placement and recruitment implementing partners, the American public, and other stakeholders regarding the program's mission, goals, and impact. It is also for audience members listed previously to provide information, comments and ideas about the YES program in relevant engagements in an informal, civil manner. We expect critical

discussion and debate, which might include both support and criticism of U.S. policy. Disrespectful or malicious statements about individuals or groups are not acceptable.

3. Description of Service

YES program platforms include the website, Instagram, Facebook, LinkedIn, X, Flickr, Linktree, and YouTube. These platforms provide their members with a variety of features, including but not limited to featuring participants, submission of website articles, a contact forum for prospective U.S. host families and schools, video sharing of content reposted on YES platforms, information about upcoming deadlines for YES program applicants, YES alumni opportunities, and other YES program driven purposes. The State Department reserves the right to alter features of the YES program sites at any time with no notice to community members.

4. Terms of Use and Privacy Policy of Respective Platforms

The respective digital platforms ([Instagram](#), [Facebook](#), [X](#), [LinkedIn](#), [Linktree](#), and [YouTube](#)) have their own Terms of Use and Privacy Policies, of which you should be aware and can be found on their respective sites. Please note that each platform maintains that by using this platform you are agreeing to be bound by that Terms of Use and Privacy Policy. The State Department will not be responsible if you violate the platform requirements.

You share content on YES platforms at your own risk. Although a given platform may allow you to set privacy options that limit access to your information, please be aware that no security measures are perfect or impenetrable. Further, neither the State Department nor the respective platform can control the actions of other Users with whom you share your profile and information. Therefore, the State Department cannot and does not guarantee that User Content you post on the site will not be used improperly or viewed by other individuals.

5. Security

Participation in the YES platforms is voluntary. You accept responsibility for maintaining the confidentiality of your login information, and for all activities that occur under your login. You should immediately notify the platform of any unauthorized use of your login or account or any other breach of security. You agree that the State Department and its implementers are not liable in any way for any loss or damage arising from your failure to comply with this

Section. Refer to the respective platform's TOU for additional information on its security practices.

6. Member Conduct

You understand that all information, data, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person posting or transmitting such Content. This means that you, and not the State Department, accept full responsibility for all Content that you post, email, transmit or otherwise make available via the YES platforms.

You agree not to use the YES platforms in a manner that falls outside of its limited purpose set out in these TOU. For example, you agree not to use this YES platforms to:

- post or otherwise make available threats of violence or harm to any individual or group; obscene, vulgar, or lewd material; fraudulent statements; terms commonly understood to constitute profanity or abusive or degrading slurs or epithets;
- impersonate any actual person, entity, corporation, government or representative thereof;
- post or otherwise make available any Content that you do not have a right to make available, including but not limited to material restricted by intellectual property or other proprietary rights, material that is classified or otherwise legally protected, or material protected by contractual or fiduciary obligations;
- post or otherwise make available information about yourself or other individuals that could be misused, such as for identity theft, including visa application information (this restriction is intended to protect you and others)
- post or otherwise make available any advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- post or otherwise make available any malware or other material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or designed to gather sensitive information or gain privileged access to private computer systems; or
- stalk, harass or otherwise harm another individual or group.

You agree not to use any portion of the YES platforms for commercial gain, including its Content, the use of any YES platform, or access to

any YES platform, including by commercially reproducing, duplicating, copying, selling, or reselling.

7. State Department Content Management

The State Department does not endorse any user-posted Content or otherwise suggest or guarantee the accuracy, integrity or quality of such Content. You understand that by visiting any YES platform, you may be exposed to Content that is offensive, indecent or objectionable. You agree that under no circumstances is the State Department liable in any way for any non-Department-generated Content (including, but not limited to, any errors or omissions in any Content), or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the site.

You acknowledge that the State Department does not pre-screen or otherwise control user-generated Content, but that the State Department and its designees shall have the right (but not the obligation), in their sole discretion, to delete or move any Content, in whole or in part, that violates these TOU.

You acknowledge and agree that the U.S. Department of State may keep a record of users' violations of these TOU in order to detect patterns of such violations and to ensure that the community remains an open forum for dialogue.

You acknowledge and agree that the State Department may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) comply with Department records retention policies; (c) enforce the TOU; (d) respond to claims that any Content violates the rights of third parties; or (e) protect the rights, property, or personal safety of the State Department, its employees, the Department's online community members, and/or the public. The Department of State may report violent or threatening content to the appropriate law enforcement agency.

You agree that the State Department has no responsibility or liability for the deletion of or failure to store any messages and other communications or other Content maintained or transmitted by the site.

8. Special Caution for International Use

You agree to accept responsibility for all personal conduct associated with your use of this site, including all content posted or otherwise made available by you. You must evaluate and bear all risks associated with the transmission or use of Content on the YES platforms. Compliance with these TOU and with the respective platform's terms does not guarantee compliance with local and national laws of the country in which you reside. The U.S. Government and Department of State cannot protect individual users from the consequences of violations of the laws of other nations.

9. Intellectual Property Rights to Content Submitted or Made Available for Inclusion on YES Platforms

The State Department does not claim ownership of Content you submit or make available for inclusion on the YES platforms. Unless the Content explicitly states otherwise, all user-generated content uploaded to this YES platforms is provided pursuant to, and accompanied by, a restricted license as follows: user-generated content that is uploaded to the YES platforms will not be used for commercial purposes; no derivative works will be made; and full attribution will be given. This license is valid internationally. You specifically agree that you are providing your Content pursuant to this license to the State Department. You agree that your use of other users' Content will be in accordance with this license.

U.S. Government-generated posted Content, however, may be used or reproduced, provided that it is not used for commercial gain. The State Department has an agreement with the Associated Press (AP) which allows the use of copyrighted AP images on the State Department's social media sites. The AP maintains ownership and copyright for these images, and the use of them by the State Department does not enter them into the public domain. You agree not to copy, download, or redistribute any AP image found on this or any other State Department social media site.

10. Indemnity

You agree to indemnify and hold harmless the State Department, officials, agents, grantees or other partners, and the employees thereof, from any claim or demand, made by any third party due to or arising out of Content you submit, post, transmit or make available through the YES platforms; your use of the YES platforms; your connection to the YES platforms; or your violation of the TOU or any rights of a third party and to compensate them for reasonable attorneys' fees in connection with such claims or demands.

11. Modifications to Service

The State Department reserves the right at any time to modify or discontinue, temporarily or permanently, the community (or any part thereof). You agree that the State Department shall not be liable to you or to any third party for any modification, suspension or discontinuance of the community.

12. Termination

You agree that the State Department, in its sole discretion, may terminate your access to the community, and remove and discard any Content within the community, for any reason, including, without limitation, if the State Department believes that you have violated or acted inconsistently with these TOU (see paragraph 6, Member Conduct). You acknowledge and agree that any termination or suspension of your access to the community under any provision of these TOU may be effected without prior notice. Further, you agree that the State Department shall not be liable to you or any third party for any termination of your access to the community.

13. Links to External Sites

The YES platforms in question may provide, or third parties may provide, links to other websites or resources. You acknowledge and agree that the State Department does not endorse and is not responsible or liable for any content, advertising, products, malware or other software, or other materials on or available from such sites or resources. These third party sites operate under separate Terms of Use and Privacy Policies. You are encouraged to read the privacy statements of each and every website that collects information from you. You further acknowledge and agree that the State Department shall not be responsible or liable for any damage or loss caused or alleged to be caused, directly or indirectly, by or in connection with use of the content, software, goods or services available on or through any such site or resource.

14. Third Party Applications

Due to the nature of the YES platforms, the State Department may use third party applications in order to provide the community with additional functionality. Each application has its own Terms of Use and Privacy Policies. The State Department is not responsible for the collection of any information conducted by these third party applications. Applications in use on YES platforms that have separate Terms of Use and Privacy Policies include all links listed on the website, Linktree, and implementing partners of the YES program.

Third-party sites may include any number of other third-party applications used in future.

15. Accessibility

All State Department content available on YES platforms will be compliant with Section 508 of the Rehabilitation Act, which addresses the accessibility of content to persons with disabilities, "unless an undue burden would be imposed on the department or agency."

16. English Language

In order to assure that members adhere to the TOU, the language of the YES program website and YES social media platforms is English. Content posted in languages other than English may be subject to removal. You must provide an accurate translation into English if you choose to post Content in other languages.

17. Contacting the Community Manager

If you have any questions about these terms, please contact the Community Manager at yes@us.ilearn.org and yesprogram@americancouncils.org. Also, be sure to check out our official website at [YES Programs \(en-US\)](#) for additional information, resources, and services.