

Partner Data Use Agreement

Effective April 2026

This Agreement governs the relationship between **BenefitsUSA** ("we" or "**BenefitsUSA**") and the organization embedding or linking to the BenefitsUSA Benefits Screener ("**Partner**"). By embedding the screener widget, linking to benefitsusa.org from an intake or resource page, or accessing the BenefitsUSA partner dashboard, Partner agrees to these terms.

SECTION 1

Relationship of the Parties

1. *Data Controller.* BenefitsUSA is the sole data controller for all information collected through the Benefits Screener, including names, contact information, and screening responses. Partner does not direct or control how BenefitsUSA collects, uses, or stores this data.
2. *Referral Source.* Partner acts as a referral source only. Partner does not process, store, or access individual screening responses or personal information collected through the screener.
3. *Independent Operation.* Each party operates independently. This Agreement does not create a joint venture, agency, employment, or fiduciary relationship between the parties.

SECTION 2

Data Access & Limitations

1. *Partner Dashboard Access.* Partners with dashboard access may view aggregate statistics only – referral counts, program categories accessed, and geographic distribution at the ZIP or county level. Individual screening responses are never accessible to Partners.
2. *No Re-identification.* Partner agrees not to attempt to identify, re-identify, or link aggregate data provided through the dashboard to specific individuals.
3. *No Secondary Collection.* Partner agrees not to use the screener widget or embed to independently collect, log, or process any user data beyond what BenefitsUSA collects under its own privacy policy.

Co-Branding & Disclosure

1. *Screener Attribution.* When the screener is embedded on or linked from Partner's website or materials, Partner must make clear — through visible attribution or surrounding context — that BenefitsUSA operates the tool and governs the privacy of collected data. The screener widget includes a "Powered by BenefitsUSA" attribution by default.
2. *Privacy Policy Link.* Partner should include a link to BenefitsUSA's privacy policy (benefitsusa.org/privacy) wherever the screener is embedded or promoted, so that users can review data practices before completing the screener.
3. *No Misrepresentation.* Partner agrees not to represent the screener as a proprietary tool of Partner, or to remove, obscure, or modify BenefitsUSA branding from the embedded screener widget.

SECTION 4

Liability & Data Security

1. *BenefitsUSA Responsibility.* BenefitsUSA is responsible for the security, integrity, and lawful processing of all data collected through the screener. BenefitsUSA maintains industry-standard technical and organizational safeguards and complies with applicable privacy laws including the Washington My Health My Data Act (MHMDA) and California Consumer Privacy Act (CCPA).
2. *Partner Responsibility.* Partner is responsible for its own data practices, including any data Partner independently collects from its users. BenefitsUSA has no liability for Partner's independent data handling.
3. *Limitation of Liability.* Neither party shall be liable to the other for indirect, incidental, consequential, or punitive damages arising from this Agreement or the use of the BenefitsUSA screener. BenefitsUSA's total liability to Partner for any claim arising under this Agreement is limited to \$500.

SECTION 5

Breach Notification

1. *BenefitsUSA Obligation.* If BenefitsUSA discovers a security breach that involves data from users referred by Partner, BenefitsUSA will notify Partner within **48 hours** of confirming the breach. Notification will be sent to the primary contact email on file for Partner.

2. *Partner Obligation.* If Partner discovers or suspects a security incident on its own systems that may have exposed screener links, embedded widgets, or any data related to BenefitsUSA referrals, Partner will notify BenefitsUSA at **privacy@benefitsusa.org** within 48 hours of discovery.

SECTION 6

Term & Termination

1. *Term.* This Agreement begins when Partner first embeds or links to the BenefitsUSA screener, and continues until terminated.
2. *Termination.* Either party may terminate this Agreement with 30 days' written notice by emailing help@benefitsusa.org (or, for BenefitsUSA, by emailing Partner's primary contact).
3. *Effect of Termination.* Upon termination, Partner must remove the screener embed or link from its website within 30 days. BenefitsUSA will revoke Partner's dashboard access on the effective date of termination. Data collected prior to termination is retained per BenefitsUSA's Privacy Policy.

SECTION 7

Cost & Consideration

1. *No Fees.* The BenefitsUSA screener is provided to Partner at no cost. No payments, fees, or financial obligations are created by this Agreement in either direction.

SECTION 8

Miscellaneous

1. *Entire Agreement.* This Agreement, together with BenefitsUSA's Privacy Policy and Terms of Service (available at benefitsusa.org), constitutes the entire agreement between the parties regarding the subject matter herein.
2. *Modifications.* BenefitsUSA may update this Agreement periodically. Continued use of the screener embed or dashboard after 30 days' notice of material changes constitutes acceptance of the updated terms.
3. *Governing Law.* This Agreement is governed by the laws of the State of Delaware, without regard to conflict of law principles.
4. *Contact.* Questions about this Agreement should be directed to **help@benefitsusa.org**.

SIGNATURES (FOR SIGNED AGREEMENTS ONLY)

BENEFITSUSA

PARTNER ORGANIZATION

Signature

Name: Jacob Posner

Title: Founder

Date: _____

Signature

Name: _____

Title: _____

Date: _____

Organization: _____
