

Monterey Institute for Technology and Education Privacy Policy Changes

as Requested to Comply with Kentucky Law

Privacy Policy

MITE respects your privacy. MITE does not collect personally identifiable information about you on any Site unless you voluntarily provide it, such as when you create an account on HippoCampus, EdReady, or the NROC Network, send feedback to NROC, or respond to a survey. If you voluntarily provide your email address or other contact information, we might also use it to inform you of changes to Sites, to survey you about your use or opinion of the Sites, or to ask for your support. At your request, we will remove your contact information from our files.

We do not make your contact information or any other personally identifiable information available to anyone outside MITE or its service providers (who use the information only for authorized NROC purposes) unless we are legally required to do so. Note that institutional versions of EdReady are subject to some additional terms, [detailed here](#).

In addition to the above, we collect certain anonymous (non-personally identifiable) information to help us improve the EdReady and HippoCampus web sites and to evaluate the access and use of EdReady and HippoCampus materials and the impact of EdReady and HippoCampus on the educational community:

- We collect information you provide about your use of and satisfaction with EdReady and HippoCampus through email you send us, through the EdReady and HippoCampus feedback forms, and through EdReady and HippoCampus surveys, whether or not you voluntarily include your contact information.
- We may use web analysis tools that are built into the EdReady and HippoCampus web sites to measure and collect anonymous session information.
- We also use "cookies" to improve your EdReady and HippoCampus web experiences and to collect anonymous information about how you use EdReady and HippoCampus. However, cookies are not required for HippoCampus use. If your browser is configured not to accept cookies, you will still be able to access HippoCampus and its content. These cookies do not and cannot provide HippoCampus or NROC with any personally identifiable information about an Internet user. EdReady requires you to create a user account to benefit from its personalized learning capabilities.

When we report information about EdReady and HippoCampus access, use, and impact, we report aggregate, non-personally identifiable data. Occasionally, we report quoted feedback from users. We do not attribute feedback to specific individuals unless we obtain permission to use that person's name along with the feedback.

EdReady Institutional Versions

If you are accessing and using one of the institutional versions of EdReady, additional data may be collected, and additional rights of access to your data may apply. Institutional versions of EdReady can

be identified by additional branding and text, as well as by the inclusion of additional specification in the URL (i.e., any identifying text other than 'edready') As a rule, institutional versions of EdReady allow for authorized personnel from the identified institution to require additional information (including personally identifiable information (PII)) from you and to access the data you provide to EdReady, in addition to the other rights of access enumerated here. Those institutions are obligated to protect your privacy under the Family Educational Rights & Privacy Act of 1974 (FERPA), as amended and under the respective institution's policies concerning educational record privacy, and your data may only be used for legitimate educational and evaluation purposes. If you self-register for an institutional version of EdReady, you are asked to agree to these terms upon signing up. If you were pre-registered for an institutional version, the institution involved has asserted rights and responsibilities for your education that include rights to access your data on EdReady. Note that none of these additional rights alters your ownership of your data. Barring any external factors beyond NROC's control, you have the right to close your account and delete your data from EdReady at any time.

Commercial or External Links

The appearance of hyperlinks within the Sites is provided for convenience only and does not necessarily constitute endorsement by the NROC Project. Please note that once you have used these links to leave our site, we do not have any control over these other websites and our Terms of Use no longer control your internet browser session. Therefore, we cannot be responsible for the protection and privacy of any information which you provide while visiting such sites, and such sites are not governed by this privacy statement. You should exercise caution and look at the privacy statement applicable to the website in question.

You are granted a limited, non-exclusive right to create a text hyperlink to the Sites for non-commercial purposes, provided such link does not portray MITE or The NROC Project in a false, misleading, derogatory or otherwise defamatory manner or light, and provided further that the linking site does not contain any adult or illegal material or any material that is, in MITE's or The NROC Project's sole opinion, offensive, harassing or otherwise objectionable. This limited right may be revoked at any time. You may not use MITE or The NROC Project logos or our other proprietary graphics to link to the Sites without the express prior written permission of MITE or The NROC Project. Except as expressly stated above, you are not conveyed any right or license by implication, usage, custom, estoppel or otherwise in or under any Intellectual Property or other proprietary right of MITE or The NROC Project or any third party.

Advertising

On occasion, we may use third-party advertising companies to serve ads when you visit the Sites. These companies may use general information (i.e., information that does not include your name, address, email address, or any other PII) about your visits to our web site in order to provide advertisements about services of interest to you. Ad-network cookies may be used to inform the network about whether or not an advertisement has been served to the same computer before, and if so, when the advertisement was served. MITE does not monitor such third-party content and we are not responsible or liable in any manner for such third-party content, or for any loss, liability, harm, or damages incurred as a result of your use or access to such third-party content. Such third-party content is provided "as is" and you use such third-party content at your own risk.

Optional User Accounts for Hippocampus

For those wishing to create a free instructor account on HippoCampus, we request PII related to the user's teaching position, including name, email address, position, school name, state, and subject of interest. We do not collect postal addresses or phone numbers. NROC may use that information to email account holders to let them know about updates to the site or new collections that have been added, or to request the user's input about the site's usefulness and how it might be improved.

Security of Information

We follow generally accepted industry standards to protect the PII submitted to us, both during transmission and once we receive it. However, no method of transmission over the Internet, or method of electronic storage, is 100% secure. Therefore, while we strive to use commercially acceptable means to protect your personal information, we cannot guarantee its absolute security. Although we do not share PII with third parties, we reserve the right to disclose your PII as required by law and when we believe that disclosure is necessary to protect our rights and/or comply with a judicial proceeding, court order, or legal process served on our site.

Changes to This Privacy Policy

MITE may find it necessary to update this Privacy Policy from time to time. Any changes will be posted at this site. Except as otherwise required by law, any modifications made to this Privacy Policy will not materially affect the privacy of data collected by NROC prior to the effective date of the policy change. By using this website you agree to be bound by the terms of this Privacy Policy set forth herein. We may make changes to our Privacy Policy at any time. We encourage you to review our website and these terms periodically for any updates or changes. Your continued access or use of our website shall be deemed your acceptance of these changes and the reasonableness of these standards for notice of changes. If you do not agree and/or no longer agree to be bound by the terms of our Privacy Policy, you may not use and must immediately cease your use of the website. The terms of our Privacy Policy (and any additional Terms of Use set forth on this website) constitute the entire agreement between you and MITE with respect to the websites. If you have any questions or comments regarding our Privacy Policy, contact us at info@theNROCproject.org.

User Content and Conduct

The Sites may include public or restricted-access interactive areas or services, such as email systems, discussion forums, chat rooms, message boards, online hosting or storage services, mobile applications, tablet applications, or other areas or services ("Interactive Areas") in which you or other users create, post, or store any content, messages, materials, data, information, text, music, sound, photos, video, graphics, code, or other items or materials on the Sites ("User Content"). Interactive Areas are provided "as is". You are solely responsible for your use of such Interactive Areas and use them at your own risk.

If you post User Content, you agree that your User Content will be accessible and viewable by others. You agree not to post, upload to, transmit, distribute, store, create, or otherwise publish through the Sites any of the following:

- a) User Content that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent, or otherwise objectionable;

- b) User Content that would constitute a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national, or international law;
- c) User Content that may infringe any patent, trademark, trade secret, copyright, or other intellectual or proprietary right of any party;
- d) User Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;
- e) Any unauthorized commercial use such as, but not limited to, engaging in unsolicited promotions, political campaigning, advertising, commercial hyperlinking off of the Sites, or collecting names and email addresses for the purpose of sending unsolicited emails;
- f) Private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers, and credit card numbers;
- g) Viruses, corrupted data or other harmful, disruptive or destructive files; and
- h) User Content that, in the sole judgment of MITE or The NROC Project, is objectionable or which restricts or inhibits any other person from using or enjoying the Interactive Areas or the Sites, or which may expose MITE or its users to any harm or liability of any type.

This list of prohibitions provides examples and is not complete or exclusive and MITE reserves the right to remove offending User Content at any time from the Sites. By posting any User Content, you represent and warrant that you have the lawful right to distribute and reproduce such User Content. Except as explicitly indicated in these Terms of Use, or unless otherwise indicated on the Sites, if you post User Content to any of the Sites, you retain all rights in and to such User Content. You grant MITE a nonexclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display such User Content throughout the world in any media.

Surveys

You acknowledge and agree that, except for User Content submitted in an Interactive Area, any information or materials, including but not limited to questions, comments, suggestions, ideas, plans, notes, drawings, original or creative materials, images, or other information regarding the Sites or the NROC materials provided by you by participating in surveys hosted by MITE or The NROC Project, or any third party vendors, on the Sites or other sites, in the form of email, or any other submissions, are non-confidential and shall be the sole property of MITE, and that upon submission of such materials you thereby assign without additional consideration all rights, title, or interest you may hold in such information and materials to MITE and The NROC Project. MITE shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of the submission information and materials for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

Infringement Notification

This section constitutes MITE's [Digital Millennium Copyright Act \(DMCA\) Statement](#). MITE, prior to making any materials publicly available on the Sites, has reviewed all materials extensively to determine

the correct ownership of the materials and obtain the appropriate licenses to make the materials available. MITE will promptly remove any material that is determined to be infringing on the rights of others. If you believe that a portion of NROC materials infringes another's copyright, contact us via [email](#) or write to us at:

MITE: Copyright Infringement, P.O. Box 890, Marina, CA 93933

If you do not include an electronic signature with your claim, you may be asked to send or fax a follow-up copy with a signature. To file the notification, you must be either the copyright owner of the work or an individual authorized to act on behalf of the copyright owner. Your notification must include:

1. Identification of the copyrighted work, or, in the case of multiple works at the same location, a representative list of such works at that site.
2. Identification of the material that is claimed to be infringing or to be the subject of infringing activity. You must include sufficient information, such as a specific URL or other specific identification, for us to locate the materials.
3. Information for us to be able to contact the claimant (e.g., email address, phone number).
4. A statement that the claimant believes that the use of the materials has not been authorized by the copyright owner or an authorized agent.
5. A statement that the information in the notification is accurate and that the claimant is, or is authorized to act on behalf of, the copyright owner.

EdReady Accounts

Individual EdReady Accounts

NROC allows individuals to create a personal account on [the public version of EdReady](#). By registering for an account, you agree that you are solely responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You agree that the information you provide to NROC will be true, accurate, current, and complete.

Your Data in EdReady

You own the data you directly provide to EdReady, including any personal information you provide during sign-up and data provided during subsequent use of the application. NROC will store these data on your behalf as long as the account remains active. You may export your data (as a csv file) at any time.

Termination of Your EdReady Account

You may terminate your EdReady account at any time by following the instructions on your account page. If you terminate your account, NROC will no longer store the data you provided directly in any identifiable form. However, NROC will retain aggregate and anonymized statistics gathered while you were using the site, and NROC reserves the right to generate reports on EdReady use and outcomes that include your (anonymized) data. By using EdReady, you grant to NROC these rights to utilize your data in the manner described.

You also agree that NROC may, in its sole discretion and without prior notice, terminate your access to the Site, for cause, which includes, but is not limited to: (1) any suspected fraudulent, abusive, or illegal activity; (2) requests by law enforcement or other government agencies; (3) discontinuance or material modification of the Site or any service offered on or through the Site; or (4) unexpected technical issues or problems.

Accounts for Institutional Versions of EdReady

NROC works closely with a variety of educational institutions (e.g., programs, schools, districts, colleges, state systems) and other partners, any of which may sponsor a custom EdReady account. Not all institutional versions allow for self-registration, but in cases where self-registration is enabled, notwithstanding the fact that your account details will also be accessible to authorized personnel at the sponsoring institution, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You agree that the information you provide to NROC will be true, accurate, current, and complete. In cases where your account on an institutional version of EdReady is created for you, you are subject to the rights and responsibilities imposed by that institution.

Your Data in an Institutional Version of EdReady

You own the data you directly provide to an institutional version of EdReady, including any personal information you provide during sign-up and data provided during subsequent use of the application. However, in most cases, you will also grant a license to MITE and the institutional sponsor to access, store, and utilize those data according to institutional regulations and legal obligations. NROC will store these data on your behalf, as well as those of the institutional sponsor, as long as the account remains active. You may export your data (as a csv file) at any time.

Termination of Your Account for an Institutional Version of EdReady

You may terminate your account on an institutional version of EdReady at any time by following the instructions on your account page. If you terminate your account, NROC will no longer store the data you provided directly in any identifiable form. However, NROC will retain aggregate and anonymized statistics gathered while you were using the site, and NROC reserves the right to generate reports on EdReady use and outcomes that include your (anonymized) data. By using EdReady, you grant to NROC these rights to utilize your data in the manner described. Furthermore, copies of your data may be retained and utilized by the institutional sponsor, subject to any limitations on those data imposed by institutional regulations and legal obligations.

You also agree that NROC may, in its sole discretion and without prior notice, terminate your access to any institutional version of EdReady, for cause, which includes, but is not limited to: (1) any suspected fraudulent, abusive, or illegal activity; (2) requests by law enforcement or other government agencies; (3) discontinuance or material modification of the Site or any service offered on or through the Site; or (4) unexpected technical issues or problems.

Hippocampus Accounts

Custom HippoCampus Account

NROC allows members to create custom HippoCampus pages. In order to create a custom page, you must register for an account. By registering for an account, you agree that you are solely responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You agree that the information you provide to NROC will be true, accurate, current, and complete.

Termination of your Hippocampus Account

You agree that NROC may, in its sole discretion and without prior notice, terminate your access to the Site, for cause, which includes, but is not limited to: (1) any suspected fraudulent, abusive, or illegal activity; (2) requests by law enforcement or other government agencies; (3) discontinuance or material modification of the Site or any service offered on or through the Site; or (4) unexpected technical issues or problems.

Indemnification

To the extent permissible under Kentucky law, you agree to defend, indemnify, and hold harmless MITE and The NROC Project, their affiliated entities, independent contractors, service providers and consultants, and their respective directors, employees, and agents, from and against any claims, damages, costs, liabilities, and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to your use of the Sites and the NROC Materials, including without limitation, any actual or threatened suit, demand, or claim made against MITE or The NROC Project and/or their affiliated entities, independent contractors, licensors, service providers, employees, directors, or consultants, arising out of or relating to the your conduct, your violation of these Terms of Use, or the Privacy Policy, as each may be amended from time to time, or your violation of any law(s), regulation(s), or the right(s) of any third party.

Limitation of Liability

To the extent permissible under Kentucky law, SHALL MITE OR THE NROC PROJECT, THEIR DIRECTORS, AFFILIATES, MEMBERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), EQUITY OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE THE SITES OR THE NROC MATERIALS, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY USER ON ANY INFORMATION OBTAINED FROM MITE OR THE NROC PROJECT, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO THE UNIVERSITY'S RECORDS, PROGRAMS, OR SERVICES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF MITE OR THE NROC PROJECT, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE, OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY, OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE SITES OR THE NROC MATERIALS, EXCEED ANY COMPENSATION YOU PAY, IF ANY, FOR ACCESS TO OR USE OF THE SITES.

Applicable Law and Venue

These Terms of Use and your use of the Sites and the NROC materials shall be governed by and construed in accordance with the laws of the State of Kentucky applicable to agreements made and to be entirely performed within the State of Kentucky without resort to its conflict of law provisions. You agree that any action at law or in equity arising out of or relating to these Terms of Use (except as may be provided with respect to third party copyright complaints) shall be filed only in the state and federal courts located in Franklin County, Kentucky and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action, or proceeding arising out of these Terms of Use.

Contact Us

If you have any questions about these Terms, or about any other aspect of the Sites and NROC, please contact us:

The Monterey Institute for Technology and Education
P.O. Box 890
Marina CA 93933
[866-591-1431](tel:866-591-1431) (fax)
info@theNROCproject.org

CHANGES APPROVED

A handwritten signature in black ink, reading "Nancy Cook", is written over a horizontal line.

Nancy Cook

Director of Operations

8/25/15