

STORYBOARD THAT TERMS OF SERVICE

Clever Prototypes, LLC ("Clever Prototypes", "we" or "us") is pleased to provide you with access to the Storyboard That website and its corresponding features, services and programs (collectively, the "Service"). The Service is provided to you, the user of the Service ("you," "User," and "Users" plural) subject to acceptance of all the following terms and conditions (this "Agreement"). You should read this Agreement carefully, because by indicating acceptance of this Agreement or by otherwise using the Service (whether by browsing or creating an account), you are entering into a legally binding agreement with Clever Prototypes. If you do not agree to these terms and conditions, you may not use the Service.

1. Summary Of Service And Grant Of License

Storyboard That is a powerful tool that allows you to create, share, and publish storyboards ("Storyboards") for the purposes of education, business, communication, and just plain fun. With Storyboard That, you can combine drawings, photographs, and text to create impressive Storyboards with minimal effort.

Subject to the additional terms in this Agreement, we authorize you to use the Service to view and create Storyboards, and to use those Storyboards in accordance with these terms. You may not otherwise use, modify, copy, print, display, reproduce, distribute or publish any information or part of the Service without the express, prior, written consent of Clever Prototypes.

You agree, and represent and warrant, that your use of the Service, or any portion thereof, will be consistent with the licenses, covenants and restrictions contained in this Agreement and will neither infringe nor violate the rights of any other party or breach any contract or legal duty to any other parties. In addition, you agree that you will comply with all applicable laws, regulations and ordinances relating to the Service or your use thereof, and you will be solely responsible for your own individual violations.

You are responsible for obtaining and maintaining the computer and other equipment you use to access the Service, and for paying for such equipment and any telecommunications charges. We are not liable for any loss or damage you suffer arising from damage to equipment used in connection with use of the Service.

Users with accounts may store Storyboards with the Service so that they are available for future use. While we will make reasonable efforts to make such data available to you, you should maintain your own backup copies of Storyboards, and of User Data as defined below. Clever Prototypes will not be responsible if data backups fail and it is unable to restore Storyboards or User Data stored by Users.

2. Accounts

We allow Users to create Storyboards under a free account ("Free Account"), or by using one of various paid accounts and trial periods for those accounts (each a "Premium Account"). Among other differences, Free Accounts and Premium Accounts differ with respect to privacy settings and your

ability to use Storyboards for purposes beyond the Service. Storyboards created with a Free Account are always publicly available, we may use them for any purpose, and your ability to use them in other projects is limited to non-commercial use. Storyboards created with a Premium Account have a greater degree of User control, have extensive privacy settings, and may be employed for a variety of commercial uses, depending on membership level. Please see our Pricing Page for a detailed comparison of Storyboard That packages and commercial uses. Regardless of the package, any direct usage of the raw storyboard cannot be used with marketing budgets exceeding \$10,000 without prior approval.

3. Registration

In order to use certain features of the Service, you must create an account and register with us. If you register as a User or otherwise use the Service, you represent and warrant to Clever Prototypes that: (i) you are of legal age to form a binding contract; (ii) you will provide us with accurate, current and complete registration information; (iii) if you are registering on behalf of a minor, you have all right and authority to bind the minor to this Agreement, and ensure compliance herewith; and (iv) your registration and your use of the Service is not prohibited by law. You are responsible for your registration and all use of the Service under it. You must keep your username and password confidential, and sharing passwords is not permitted.

4. Proprietary Materials And Ownership

We encourage you to widely print, share, and discuss your Storyboards, and details regarding any limitations are available on our Pricing Page.

The Service is the property of Clever Prototypes. Without limitation on the foregoing, all the text, images, "look and feel," sound, music, marks, logos, compilations (meaning the collection, arrangement and assembly of information) and other content on the Storyboard That website, other than User Data as defined below (collectively, the "Site Content"), all software embodied in the Storyboard That website or otherwise used by us to deliver the Service ("Software"), and all data generated through use of the Service ("Service Data"), is proprietary to us or to our third party licensors, and are protected by copyright and other intellectual property laws. Except as otherwise expressly permitted by this Agreement, any use, copying, making derivative works, transmitting, posting, linking, deep linking, redistribution, sale, decompilation, modification, reverse engineering, translation or disassembly of the Software, Site Content or Service Data (collectively, the "Clever Prototypes Property") is prohibited. You may not remove any copyright, trademark or other proprietary notices that have been placed on the Clever Prototypes Property, unless expressly permitted by us.

The marks CLEVER PROTOTYPES, STORYBOARD THAT, and the STORYBOARD THAT logo are registered or unregistered trademarks of Clever Prototypes, and they may not be used in connection with any service or products other than those provided by Clever Prototypes, in any manner that is likely to cause confusion among Users, or in any manner that disparages or discredits us. The Service may also feature the trademarks, service marks, and logos of third parties, and each owner retains all rights in such marks. Any use of such marks will inure solely to the benefit of their respective owners.

5. Storyboards And User Data

To create Storyboards, you may provide us with documents, text, graphics, video, audio, photographs and other materials and information (collectively, "User Data"). The User Data remains your property, and Clever Prototypes does not claim any ownership of the copyright or other proprietary rights in your User Data. Notwithstanding the foregoing, you agree to the following:

(a) License

By creating a Storyboard and uploading User Data, you allow us to use the Storyboard and User Data in a variety of ways, as follows:

- (i) If you are User with Free Account uploading User Data, you hereby grant to Clever Prototypes a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, transferable license (with the right to freely sublicense) to use, copy, modify, publicly perform, publicly display, reformat, translate, syndicate, republish, excerpt in whole or in part, distribute, prepare derivative works of, and/or incorporate into other works, such User Data, for any purpose.
- (ii) If you are a User with a Premium Account uploading User Data, you hereby grant to Clever Prototypes a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, transferable license (with the right to freely sublicense) to use, copy, modify, reformat, translate, excerpt in whole or in part, prepare derivative works of, and/or incorporate into other works, such User Data for internal technical and research and development purposes only.

(b) Representations

You represent and warrant that you own all proprietary rights in your User Data or, with respect to any User Data you do not own, you have the full authority and right to upload and post the User Data and to grant the licenses granted hereunder, and that your uploading and posting of the User Data, and the exercise by Clever Prototypes of the license rights granted by you shall not infringe any third-party intellectual property rights, nor violate any rights of privacy or publicity, nor violate any law or other right, privilege or interest of any third party.

(c) Storyboard Publication and Third-party Access

All Storyboards created with Free Accounts, and Storyboards created with Premium Accounts at the option of the User, are published on the Service ("Published Storyboards"), and are freely accessible to the public via the Service and third-party search engines. You acknowledge that, if you are publishing and making your User Data available for viewing by third parties, including other Users, that your User Data may be attributable to you, and that third parties will gain access to your User Data through the Service and via third-party search engines. Clever Prototypes shall in no event be liable to you for any use or misuse of your User Data by any third party.

(d) Storyboard and User Data Restrictions

You agree to comply with all rules and policies for use of the Service that we publish from time to time. Without limitation of the foregoing, you shall not:

- Except as otherwise permitted under this Agreement or with our express permission, copy, display, distribute, or otherwise use individual elements of Storyboards, or remove any watermarking or attributive text generated in connection with the Storyboards;
- Use, upload, post, distribute or transmit, any User Data in violation of, or in connection with any violation of, any local, state, national or international laws;
- Impersonate any person or entity, or forge or manipulate headers to disguise the origin of any User Data;
- Engage in any other conduct that interferes with the Service or that restricts or inhibits any other person from using or enjoying any User Data, or the Service, or which, in Clever Prototypes' sole judgment, exposes us or any of our officers, directors, employees or agents to any liability or detriment of any type.
- Collect, retrieve, copy or harvest any data published on the Service, including by use of robots, spiders, web scraping devices, or other programs, algorithms or automated means;

(e) Storyboard and User Data Content Guidelines

Storyboard That fosters a safe and welcoming environment for all Users. You agree not to submit, post, upload to, distribute through or otherwise use in connection with the Service any User Data that:

- is unlawful, harmful, threatening, abusive, harassing, tortious, or defamatory;
- contains material from other copyrighted works without the written consent of the owner of such copyrighted material, other than reasonable excerpts permitted under the copyright doctrine of fair use;
- infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party, including privacy and publicity rights;
- contains content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of an employment relationship or under a nondisclosure or confidentiality agreement);
- in the case of Published Storyboards, contains content that is vulgar, scandalous, obscene, pornographic, hateful, or racially, ethnically or otherwise objectionable;
- contains any personally identifying information pertaining to children under the age of 13, including names, addresses, e-mail addresses, photographs or images of children under 13 years of age.

If you identify User Data or Storyboards that violates these guidelines, please report it to us at Help@StoryboardThat.com.

(f) No Endorsement

Clever Prototypes does not endorse any User Data or any opinion, recommendation or advice expressed therein, and Clever Prototypes expressly disclaims any and all liability in connection with User Data.

(g) Preservation and Disclosure

Clever Prototypes may, but is not required to, preserve User Data, and may also disclose User Data if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce this Agreement; (iii) respond to claims that any User Data violate the rights of any third parties; or (iv) protect the rights, property or personal safety of Clever Prototypes, its Users and/or any third party.

(h) Investigation and Removal

Clever Prototypes reserves the right to remove Storyboards or User Data that are abusive, illegal or disruptive, that otherwise fail to conform to the terms and conditions of this Agreement, or for any other reason, without prior to notice to Users.

6. Third Party Content And Linking

The Service may display links to third-party websites and services. Some links are sponsored links, and we may receive a commission from a third party if you purchase goods or services from links or advertisements published on the Service. Whether or not the links or advertisements are sponsored or Clever Prototypes receives compensation, the linked services and sites are not under our control. Clever Prototypes is not responsible for the contents of any linked site or for the products or services available there. Clever Prototypes' publication of a link or advertisement does not imply endorsement of, sponsorship of, or affiliation with the linked site or service by Clever Prototypes. You purchase goods or services from linked sites or services at your own risk, and you should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any of these third parties.

7. Ideas Submitted To Clever Prototypes

We are pleased to hear from you and welcome your comments about the Service. In the event that you submit ideas or suggestions about the Service ("Service Comments"), the Service Comments will be deemed, and will remain, the sole property of Clever Prototypes. None of the Service Comments will be subject to any obligation of confidence on the part of Clever Prototypes, and we will not be liable for any use or disclosure of any Service Comments. Without limiting the foregoing, we will be entitled to unrestricted use of the Service Comments for any purpose whatsoever, commercial or otherwise, by any means, by any media, without compensation to the provider, author, creator or inventor of the Service Comments.

8. WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY

(a) DISCLAIMER OF WARRANTIES

IF CLEVER PROTOTYPES PROVIDES THE SERVICE TO YOU AT NO CHARGE, THE SERVICE IS PROVIDED "AS IS."

IF YOU PAY CLEVER PROTOTYPES FEES FOR THE SERVICE, CLEVER PROTOTYPES WARRANTS THAT THE SERVICE WILL SUBSTANTIALLY CONFORM TO THE DESCRIPTIONS FOR THE SERVICE SET FORTH ON THE STORYBOARD THAT PRICING PAGE. CLEVER PROTOTYPES' SOLE AND EXCLUSIVE LIABILITY, AND YOUR SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO BREACH OF THE FOREGOING WARRANTY SHALL BE CLEVER PROTOTYPES' REASONABLE COMMERCIAL EFFORTS TO REMEDY THE ERROR, OR DAMAGES UP TO THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 8.

EXCEPT AS EXPRESSLY STATED IN THIS SECTION 8, CLEVER PROTOTYPES EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING: (i) ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, AND ANY AND ALL WARRANTIES ARISING FROM COURSE OF DEALING AND USAGE OF TRADE; (ii) THAT THE SERVICE AND CLEVER PROTOTYPES PROPERTY WILL MEET YOUR REQUIREMENTS, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE OR OPERATE WITHOUT ERROR, AND (iii) AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED FROM THE SERVICE OR THE CLEVER PROTOTYPES PROPERTY. Clever Prototypes may pause or interrupt the Service at any time, and Users should expect periodic downtime for updates to the Service. No advice or information, whether oral or written, obtained by you from Clever Prototypes or through the Service will create any warranty not expressly stated herein.

b. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES WILL YOU BE ENTITLED TO RECOVER FROM CLEVER PROTOTYPES ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS OR LOSS OF USE), WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE ARISING FROM OR RELATING TO THE SERVICE OR THE CLEVER PROTOTYPES PROPERTY, EVEN IF CLEVER PROTOTYPES HAS BEEN INFORMED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

CLEVER PROTOTYPES' MAXIMUM LIABILITY TO YOU FOR ANY DAMAGES OR LIABILITY ARISING IN CONNECTION WITH THE SERVICE, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL BE A REFUND OF THE AMOUNTS PAID BY YOU TO CLEVER PROTOTYPES IN THE THREE (3) MONTHS BEFORE THE CLAIM IS MADE. IF CLEVER PROTOTYPES HAS MADE THE APPLICABLE SERVICE AVAILABLE TO YOU AT NO CHARGE, THE MAXIMUM AGGREGATE LIABILITY OF CLEVER PROTOTYPES FOR ANY AND ALL DAMAGES ARISING FROM THE SERVICE OR THE CLEVER PROTOTYPES PROPERTY SHALL BE THE AMOUNT OF \$10, WHETHER THE CLAIM AROSE IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

9. Indemnity

User shall defend, indemnify and hold harmless Clever Prototypes against any and all claims, actions, proceedings, suits, liabilities, losses, damages, costs, expenses and attorneys' fees arising in connection with User's use of the Service or User's breach of any provision of this Agreement. Clever Prototypes reserves the right to assume the sole control of the defense and settlement of any claim, action, suit or proceeding for which you are obliged to provide indemnification hereunder. You will cooperate with Clever Prototypes with respect to such defense and settlement.

10. Privacy Policy

Clever Prototypes operates the Service under the Privacy Policy published at <https://www.storyboardthat.com/about/privacy>, which forms part of and is hereby incorporated into this Agreement. The Privacy Policy describes how we collect, use and disclose personal information in connection with the Service.

11. Children

If you are under 13 years of age, you may not register for the Service on your own, and you may use the Service only under the supervision of a parent, guardian, or teacher. You may not provide any Personal Information as set forth in our Privacy Policy.

12. Intellectual Property Infringement

a. DMCA Notice

Clever Prototypes complies with the provisions of the Digital Millennium Copyright Act applicable to internet service providers (17 U.S.C §512, as amended) ("DMCA"). If you are a copyright owner or an agent thereof and believe that any Site Content or User Data infringes upon your copyright rights, you may submit a notification pursuant to the DMCA by providing our Designated Agent with the following information in writing: (i) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (ii) a description of the copyrighted work or other intellectual property that you claim has been infringed; (iii) a description of the material that you claim is infringing and where it is located on the Website; (iv) your address, telephone number and, if available, an email address; (v) a statement that you have a good faith belief that the use of the copyrighted materials described above and contained on the Service is not authorized by the copyright owner, its agent, or the law; and (vi) a statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

b. Counter-Notice

If material that you have posted to the Service has been removed or disabled, you may file a counter-notice pursuant to 17 U.S.C. §512 (g). To be effective, the counter notice must be a written communication sent to the designated agent address listed above that includes the following: (i) a physical or electronic signature of the user; (ii) identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled; (iii) a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and (iv) your name, address, and telephone number, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which

the address is located or, if your address is outside of the United States, for any judicial district in which Clever Prototypes may be found, and that you will accept service of process from the person who provided notification under subsection 17 U.S.C. §512 (c)(1)(C) or an agent of such person.

c. Designated Agent

Clever Prototypes' Designated Agent to receive notifications of claimed infringement is: DMCA Agent, Clever Prototypes LLC, P.O. Box 391103, Cambridge, MA 02139, email:

IntellectualProperty@StoryboardThat.com. For clarity, only DMCA notices should go to the DMCA Agent; any other feedback, comments, requests for technical support, and other communications should be directed to Clever Prototypes customer service through Help@StoryboardThat.com. You acknowledge that if you fail to comply with all of the requirements of this Section, your DMCA notice may not be valid.

d. Non-copyright IP Complaints

If you believe that any Site Content or User Data on the Service violates any intellectual property right of yours other than a copyright, please contact Clever Prototypes at IntellectualProperty@StoryboardThat.com.

13. Dispute Resolution and Forum

You and Clever Prototypes agree that all matters arising from or relating to the use and operation of the Service will be governed by the substantive laws of the Commonwealth of Massachusetts, without regard to its conflicts of laws principles. You agree that all claims you may have arising from or relating to the operation, use or other exploitation of the Service will be heard and resolved in the federal and state courts located in Boston, Massachusetts. You consent to the personal jurisdiction of such courts over you, stipulate to the fairness and convenience of proceeding in such courts, and covenant not to assert any object to proceeding in such courts. If you gain access to the Service from locations other than Massachusetts, you will be responsible for compliance with all local laws of any such other location, and in no event will you use the Service in violation of U.S. export laws or regulations.

14. Modification, Suspension And Termination Of Service

Clever Prototypes reserves the right to suspend your password and/or access to the Service at any time if it believes you are in breach of this Agreement. Clever Prototypes reserves the right to terminate or modify this Agreement, terminate the Service or modify any features or aspects of the Service, or modify its policies at any time, with or without notice to you. If you use the Service for free, you shall be bound by the version of the Agreement in effect at the time of your use. If you are subject to payment of fees, any changes to this Agreement will not take effect until the beginning of your next subscription period. If you renew your Plan by making payment, you will be deemed to

have accepted the Agreement as published at the time of renewal. You are under an obligation to review the current version of this Agreement and other published Clever Prototypes policies before using the Service or renewing any account plan.

If you wish to terminate this Agreement and your relationship with Clever Prototypes, you must delete your account by e-mailing us at Help@StoryboardThat.com.

15. Notices

You agree that Clever Prototypes may provide notices about the Service and formal notices under this Agreement to you by sending email to the email address associated with your account. You consent to such electronic notices. You acknowledge that you must update your email address if it changes, so that Clever Prototypes has your current email address.

16. Miscellaneous Provisions

In no event shall Clever Prototypes be liable for any failure to comply with this Agreement to the extent that such failure arises from factors outside Clever Prototypes' reasonable control. No delay or omission by Clever Prototypes in exercising any of its rights occurring upon any noncompliance or default by you with respect to any of the terms and conditions of this Agreement will impair any such right or be construed to be a waiver thereof, and a waiver by Clever Prototypes of any of the covenants, conditions or agreements to be performed by you will not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement hereof contained. As used in this Agreement, "including" means "including but not limited to". If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement will remain in full force and effect and will be reformed to be valid and enforceable while reflecting the intent of the parties to the greatest extent permitted by law. Except as otherwise expressly provided herein, this Agreement sets forth the entire agreement between you and Clever Prototypes regarding its subject matter, and supersedes all prior promises, agreements or representations, whether written or oral, regarding such subject matter. Your registration, this Agreement and your rights and obligations hereunder are not assignable or transferable by you to any third party without the prior written consent of Clever Prototypes. We may assign this Agreement in its entirety, including but not limited to our rights with respect to User information as set forth in this Agreement and in the Privacy Policy, to any purchaser of the Clever Prototypes business. This Agreement may be executed electronically, and your electronic assent or use of the Service shall constitute execution of this Agreement. You agree that the electronic text of this Agreement constitutes a writing and your assent to the terms and conditions hereof constitutes a "signing" for all purposes.

If you have additional questions or comments of any kind, or if you see anything on the Service that you think is inappropriate, please let us know by email at Help@StoryboardThat.com or by sending your comments to:

Clever Prototypes, LLC

Address: Clever Prototypes LLC, P.O. Box 391103, Cambridge, MA 02139

E-mail: Help@StoryboardThat.com

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EFFECTIVE AS OF January 25th, 2014

LAST UPDATED: April 7, 2014

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• Latvijas • eesti

PRIVACY POLICY

For our educational edition, please also see our school / student privacy policy.

Introduction

This privacy policy ("Policy") is designed to inform users of the Storyboard That service, including all associated websites (collectively, the "Service") about how Clever Prototypes, LLC ("Clever Prototypes," "we" or "us") gathers and uses personal information collected by us in connection with the Service. We will take reasonable steps to protect user privacy consistent with the guidelines set forth in this policy and with applicable U.S. laws. In this policy, "user" or "you" means any person using or otherwise benefiting from the Service or otherwise submitting personal information to Clever Prototypes via the Service. BY ACCESSING OR USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS PRIVACY POLICY. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SERVICE.

What Information Do We Collect?

Limited Personal Information:

We collect the following personal information in connection with the Service: (a) if you register as a Clever Prototypes user directly, we will collect the personal information you submit to us to build your user profile, including your name, email address, and zip code; (b) if you pay fees by credit card, we may collect the name, expiration date and credit card number for the relevant card; and (c) if you communicate with us by email, we will collect your email address. All of this information is referred to in this Policy as "Personal Information".

Other Personal Identifiers:

Apart from the limited personal information described above, Clever Prototypes does not collect and does not wish to receive any personally identifying information. Without limitation, you shall not submit to Clever Prototypes any social security number, financial account number, credit or debit card number (other than the number of the card paying for the Service), driver's license number or government ID number. To the extent schools, parents, guardians, or teachers create accounts for students under 13 years of age, we may collect first and last names and e-mail addresses from those schools, parents, guardians, or teacher for the sole purpose of rendering the Service, and will otherwise take steps to maintain the confidentiality, security, and integrity thereof. Children under 13 years of age that use the Service under the supervision of a school, parent, guardian, or teacher are not permitted to provide or upload any personal information.

User Data:

The Service allows all users to create storyboards using data provided by Clever Prototypes and, optionally, data provided by users. All data uploaded by users is referred to in this Policy as "User Data."

Web Tracking Information:

We, and our third party service providers, may use web tracking technologies such as cookies, web beacons, pixel tags and clear GIFs in order to operate the Service efficiently and to collect data related to usage of the Service. Such collected data ("Web Tracking Information") may include the address of the websites you visited before and after you visited the Service, the type of browser you are using, your Internet Protocol (IP) address, what pages in the Service you visit and what links you clicked on, and whether you opened email communications we send to you. In order to collect Web Tracking Information and to make your use of the Service more efficient, we may store cookies on your computer. We may also use web tracking technologies that are placed in web pages on the Service or in email communications to collect information about actions that users take when they interact with the Service or such email communications, and Clever Prototypes' Contractors (as defined herein) may also do so. We do not correlate Web Tracking Information to individual user Personal Information, except for internal operational, product development, and administrative purposes of the Service. Some Web Tracking Information may include data, such as IP address data, that is unique to you. You may be able to modify your browser settings to alter which web tracking technologies are permitted when you use the Service, but this may affect the performance of the Service.

How Do We Use the Information We Collect?

Personal Information:

Your Personal Information may be supplemented with additional information regarding your activities on the Service; to the extent that such information is linked specifically to you, we will treat that additional information as your Personal Information. We may use your email address to send you marketing materials about Clever Prototypes and its products and services. We may also use Personal Information for the internal operational, product development, and administrative purposes of the Service.

User Data:

We collect and stores User Data in order to provide the Service to you, and it may be used for the internal operational, product development, and administrative purposes of the Service. If you create storyboards that incorporate User Data with a Free Account, or if otherwise marked for publication, User Data will be accessible to the public via the Service and via third-party search engines.

Web Tracking Information:

We use Web Tracking Information to administer the Service and to understand how well our Service is working, to store your user preferences, and to develop statistical information on usage of the Service. This allows us to determine which features and content users like best to help us improve

our Service, to personalize your user experience, and to measure overall effectiveness.

Aggregate Information:

We will also create statistical, aggregated data relating to our users and the Service for analytical purposes. Aggregated data is derived from Personal Information and User Data but in its aggregated form it does not duplicate or reveal any User Data or relate to or identify any individual. This data is used to understand our customer base and to develop, improve and market our services

What Information Do We Disclose to Third Parties?

Personal Information and User Data:

We will not disclose your Personal Information or User Data to any third parties except as follows:

- (i) to third party contractors engaged to provide services on our behalf ("Contractors"), such as performing marketing, analyzing data and usage of the Service, hosting and operating the Service or providing support and maintenance services for the Service, or providing customer service. We enter into agreements with all Contractors that require Contractors to use the Personal Information they receive only to perform services for us.
- (ii) when we have your consent to share the information.

User Data is not disclosed to third parties, except to the extent it is included in storyboards created under Free Accounts, or otherwise shared by or made public by the user.

Email Communications:

If you register and provide your email address, we will send you administrative and promotional emails. If you wish to opt out of promotional emails, you may do so by following the "unsubscribe" instructions in the email, or by editing your account settings. All users receive administrative emails, and so you cannot opt out of them while you remain registered.

Web Tracking Information:

We disclose Web Tracking Information to Contractors, in order to analyze the performance of the Service and the behavior of users, and to operate and improve the Service.

Aggregate Information:

We may disclose aggregated data that does not contain Personal Information or User Data to any third parties, such as potential customers, business partners, and funding sources, in order to describe our business and operations.

Network Operators:

Use of the Service may involve use of the services of third party telecommunications carriers. Such carriers are not our contractors, and any information that a carrier collects in connection with your use of the Service is not "Personal Information" and is not subject to this Privacy Policy. We are not responsible for the acts or omissions of telecommunications carriers.

Legal Exception:

Notwithstanding the above, we may in any event use Personal Information and other information collected through the Service to the extent required by law or legal process, to resolve disputes, to enforce our agreements (including this Privacy Policy and the Terms of Service <https://www.storyboardthat.com/about/terms-of-use>) with you, or if in our reasonable discretion use is necessary to protect our legal rights or to protect third parties.

Additional Disclosures:

We reserve the right to disclose any information we collect in connection with the Service, including Personal Information, (a) to any successor to our business as a result of any merger, acquisition, asset sale or similar transaction; and (b) to any law enforcement, judicial authority, or governmental or regulatory authority, to the extent required by law or if in our reasonable discretion disclosure is necessary to enforce or protect our legal rights or to protect third parties.

Privacy Settings/Opt Out

If you would like your name and email address permanently removed from our database, please contact us at Help@StoryboardThat.com. We will promptly delete your name and email address and you will no longer receive email from Clever Prototypes. Your removal from the mailing list or database will not remove User Data you have submitted to us or records of past use of the Service, nor delete information stored in our data backups and archives. User Data, including User Data submitted, data on past queries and data stored in backups and archives will be maintained and/or deleted in the ordinary course of Clever Prototypes' business. Clever Prototypes does not provide copies of User Data to its customers.

General

Security:

We use reasonable security precautions to protect the security and integrity of your Personal Information in accordance with this policy and applicable law. However, no Internet transmission is completely secure, and we cannot guarantee that security breaches will not occur. Without limitation of the foregoing, we are not responsible for the actions of hackers and other unauthorized third parties that breach our reasonable security procedures.

Links:

The Clever Prototypes Service may contain links to other websites as services, including payment services. Clever Prototypes is not responsible for the privacy practices or the content of those websites. Users should be aware of this when they leave our Service and review the privacy statements of each third party website. This Privacy Policy applies solely to information collected by the Service.

Amendments:

Clever Prototypes may modify or amend this policy from time to time. If we make any material changes, as determined by Clever Prototypes, in the way in which Personal Information is collected, used or transferred, we will notify you of these changes by modification of this Privacy Policy, which will be available for review by you at the Service. Notwithstanding any modifications we may make, any Personal Information collected by Clever Prototypes from you will be treated in accordance with the privacy policy in effect at the time information was collected, unless we obtain your consent otherwise.

Children:

Clever Prototypes does not knowingly collect or maintain personally identifiable information from persons under 13 years of age, and the Service may only be used by persons under 13 years of age under the supervision of a school, parent, guardian, or teacher. If you are under 13 years of age, you may not register for the Service on your own, and you may not provide any Personal Information. If Clever Prototypes learns that personally identifiable information of persons less than 13 years of age has been provided, then Clever Prototypes will take the appropriate steps to delete this information. To make such a request, please contact us at Help@StoryboardThat.com.

Service Visitors from outside the United States:

Clever Prototypes and its servers are located in the United States and are subject to the applicable state and federal laws of the United States. If you choose to access or use the Service, you consent to the use and disclosure of information in accordance with this privacy policy and subject to such laws.

Effective Date of this policy: January 25, 2014

Prefer a different language?

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• Latvijas • eesti

Student Privacy and Storyboard That

This is an addendum to our Terms of Use and Privacy Policy that only apply for our educational edition. [Click Here](#) to learn about our educational edition.

We are constantly looking to improve our policies, please contact us at Contact-Us@StoryboardThat.com if you feel we need further clarification, or are missing something.

Although no system is 100% perfect, we have designed our system and taken reasonable precautions and then some to follow these policies to address concerns of **FERPA** and **COPPA**.

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Our Business Model

Our business model in the education space is to provide an amazing product leveraging the power of digital storytelling to positively improve Critical Thinking, Communication, Collaboration, and Creativity. We sell this product directly to teachers and schools, and all of our marketing efforts are centered on this objective.

We do not market to kids and students, since they are not a target purchaser and as a result we have no need to collect, mine, or advertise to them. We do not show any advertisements within the educational version to students.

In order to provide recommended resources we may look at data a teacher has generated to recommend activities/content to the teacher. An example would be if we detect a teacher is teaching Romeo and Juliet, we might recommend other activities for Shakespeare. This is only internal to Storyboard That, and not based on any student data, and designed specifically for the teachers.

There are some small advertisements on the site to order school-related supplies off of Amazon, Teachers Pay Teachers, or similar websites, but these are targeted towards Adults.

Personally Identifiable Information (PII)

We want to know as little as possible about our student users as we can to protect their privacy. We do not ask for email addresses when signing up in the educational version, nor is there a place to add it later.

User Names

User names and display names (friendly human readable name) are shown internally within your educational account and appear in URLs for user created content. If a student has PII in their user name, either an account admin or a member of the Storyboard That staff can delete their account, or change the user name.

Storyboards, User Generated Content and Privacy

Due to the nature of Storyboard That, students every day create absolutely amazing original and creative content. By default all storyboards created under an educational account are **private**.

- The image files are stored encrypted and need a token to access them that expires after a short time period
- The URL to a storyboard will only be visible to a school teacher/admin and the student

At the sole discretion of the account administrator this security can be removed allowing the storyboard to be shared which will expose the user name and display name of a user to the internet. There is a reminder that this should only be done after verifying with your own policies and the security requirements of your students / school.

Other notes:

- It is a violation of our policies to include photos of anyone under the age of 13 (and there is a warning when uploading)
- It is a violation of our policies to provide personal information like name or address (and there is a warning when saving)

Downloading Storyboards

One of the best part of Storyboard That is making storyboards, and students and teachers alike have a desire to download their creations. When viewing a storyboard, a storyboard can be printed out or

downloaded in a variety of digital formats. Please see our Storyboard Copyright and FAQ page for an understanding of the extensive uses we permit. *Once downloaded we have no ability to control or monitor what is in the storyboard, or how it is shared.*

Data Ownership

We know some schools require the ownership of their data per their policies. If you require this please write in and we will mark your data as owned by you

Disclosing Data

Since we collect minimal PII, we have no way to contact users outside of the admin. We will happily work with a school admin to provide any and all data that is relative to their account. We will also provide any data to any valid legal, regulatory, or judicial request.

Per our Terms of Use and Privacy Policy we do use 3rd party tools like Google Analytics to aggregate site usage and performance. We are not in the business, nor do we want to be of selling student data in any way.

We will respond to the best of our abilities to basic customer service inquiries initiated by a student/parent, but we strongly prefer to work directly with the school. Basic inquiries are typically limited to "how do I do X in the storyboard creator?" Requests for more detailed information must come through the school directly.

Transferring Data

If a student wishes to transfer their data to a personal account the process is as follows:

1. A parent/guardian must purchase a premium account
2. The school admin must notify Contact-Us@StoryboardThat.com of the user name of both the student and the new user name purchased AND
3. The school admin must tell Storyboard That to either: move data from one account to another, or to copy the data so it still also exists in the school account
 - Once the accounts are linked the parent/guardian may request additional transfers of data

A student may also download their data – see (download section)

Deleting Your Data

At any time, any school administrator can delete students and their storyboards off of our systems. We can also delete all of your data upon explicit request. After 4 years (or less at our discretion) of inactivity we will delete student data. If a parent would like their child's data deleted, that request must come through the school to verify authenticity of the request. Due to the interactive and user generated content nature of Storyboard That, user data needs to be retained for the duration of a user wanting their content. Per notes below the data is used for educational purposes, improving the product, and supporting customer support needs. **We do not use student data for advertising or marketing**

Backup Exception

Storyboard That is a very complicated program and uses a number of industry standard backup policies as well as maintaining error and audit logs. After deleting your data there may be historical remnants in backups that due to their snapshot nature cannot be scrubbed. The majority of these systems are automatically deleted on a regular basis, and the remainder are manually deleted on a regular basis as part of our ongoing site maintenance policies.

Data Breach

In the event of a data breach, we will notify school admins within a reasonable time period after we fully understand the impact and can effectively communicate the situation. Since we do not have contact information for students it will be up to the school/admin to notify parents.

Our Promises

- We do not create profiles of students for anything other than school purposes
- We do not sell our student data
 - With an exception if we were to sell / merge the company (merger, acquisition, asset sale or similar transaction) our service and data would go to our acquirer / combined venture.
- We do not target advertisements at students
- We do not knowingly disclose student data unless that data is explicitly and intentionally made public by the school/teacher, or required by law
- At any time any administrator can delete any and all data from our systems
 - Excluding backups, see above
- We do have access to view and edit your data which we use to improve our product offering (ex: by looking at which features/art are used and how), assist with customer care issues, and verify our systems are running the way we intend.
 - Any employee or contractor with access has signed an extensive NDA, and must follow our IT policies
 - Repeating our policies again, we do not sell or license this data to any third party, or use this data in any way to advertise to students

State Specific

California Schools Subject to SB-1177 (SOPIPA) and AB-1584

If you are subject to SOPIPA you may write into Contact-Us@StoryboardThat.com to:

- Have your data marked as owned by you (see data ownership)
- Have all of your data deleted on a specified date (see deletion policies)
 - **Note:** *If you ask us to delete your data the day your account is no longer actively paying, we will have no choice but to delete all your student data. You may ask us for a "30-day hold" on data deletion to give you time to make sure there is no lapse in payment*

Washington State

Washington State - We are SUPER Act (Senate Bill 5419) Compliant

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