

# Khan Academy Terms of Service

Last Updated: October 20, 2014

Welcome, and thank you for your interest in Khan Academy, Inc., a 501(c)(3) organization ("Khan Academy" or "We" or "Us"), which operates the web site located at http://khanacademy.org and related application programming interfaces (API's), mobile applications and online services (the "Website"). The following Terms of Service are a legal contract between you ("You") and Khan Academy regarding your use of the Website. Visitors and users of the Website are referred to individually as "User" and collectively as "Users".

PLEASE READ THE FOLLOWING TERMS OF SERVICE CAREFULLY. BY REGISTERING FOR, ACCESSING, BROWSING, OR USING THE WEBSITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS, INCLUDING THE KHAN ACADEMY PRIVACY POLICY AND ANY ADDITIONAL GUIDELINES (AS DEFINED BELOW) (COLLECTIVELY, THE "TERMS").

IF YOU ARE A PARENT OR GUARDIAN AND YOU PROVIDE CONSENT FOR YOUR CHILD TO REGISTER WITH THE WEBSITE, YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE IN RESPECT OF SUCH CHILD'S USE OF THE WEBSITE.

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- 1. Eligibility; Accounts. THE WEBSITE IS NOT AVAILABLE TO (A) ANY USERS PREVIOUSLY SUSPENDED OR REMOVED FROM THE WEBSITE BY KHAN ACADEMY OR (B) ANY PERSONS UNDER THE AGE OF 13 WHOSE REGISTRATION HAS NOT BEEN APPROVED BY A LEGAL PARENT OR GUARDIAN. By clicking the "I Agree" button or by otherwise using or registering an account for the Website, You represent (a) that You have not been previously suspended or removed from the Website by Khan Academy; (b) that You are either (i) at least 13 years of age or (ii) Your parent and/or guardian has consented to Your use of the Website; and (c) that your registration and your use of the Website is in compliance with any and all applicable laws and regulations.

- 1.1 Account. In order to use certain features of the Website, you must register for an account. You may be asked to provide a password in connection with your account. You are solely responsible for maintaining the confidentiality of your account and password, and You agree to accept responsibility for all activities that occur under your account or password. You agree that the information You provide to Khan Academy, whether at registration or at any other time, will be true, accurate, current, and complete. You also agree that You will ensure that this information is kept accurate and up-to-date at all times. If You have reason to believe that your account is no longer secure (e.g., in the event of a loss, theft or unauthorized disclosure or use of your account ID or password), then You agree to immediately notify Khan Academy at info@khanacademy.org. You may be liable for the losses incurred by Khan Academy or others due to any unauthorized use of your Website account.
- 1.2 <u>Integrated Service</u>. Khan Academy may permit You to register for the Website through, or otherwise associate your Khan Academy account with, certain third party social networking or integrated services, such as Facebook Connect and Google ("Integrated Service"). By registering for the Website using (or otherwise granting access to) an Integrated Service, you agree that Khan Academy may access your Integrated Service's account information, and you agree to any and all terms and conditions of the Integrated Service regarding your use of the Website via the Integrated Service. You agree that any Integrated Service is a Reference Site (as defined below) and you are solely responsible for your interactions with the Integrated Service as a result of accessing the Website through the Integrated Service. Khan Academy does not control the practices of Integrated Services, and you are advised to read the Privacy Policy and terms and conditions of any Integrated Service that you use to understand their practices.
- 1.3 <u>Child User</u>. If You are a User of the Website and are under the age of 13 ("Child User"), You may not register an account for the Website without consent and approval from your legal parent or guardian. A Child User that begins the registration process for himself or herself without a Parent User may have the registration process restricted until a Parent User approves or assumes responsibility for the Child User account. Additionally, a Child User may use the Website if registered through certain educational organizations or, in certain cases (as defined below), by Coaches that have entered into a relationship directly with Khan Academy and through which education organization or Coach the legal parent and/or guardian of such Child User has consented to use of the Website. Further, in certain instances, a Child User may use our Website via one of the third party applications that integrate into or with the Website. A Child User that has registered through such external educational organizations, third party applications, or Coaches will only be permitted to use the Website for so long as Khan Academy reasonably believes that such access has been consented to by the Child User's parent or guardian.
- 1.4 <u>Parent User</u>. If You are at least 18 years of age and you are the legal parent or guardian of a child that seeks to register as a Child User of the Website, You may register a parent account on the Website ("Parent User"). As a Parent User, you may create, register, manage and approve Child User accounts only for your own child(ren) or child(ren) for whom you are a legal guardian. IF YOU REGISTER, APPROVE THE REGISTRATION OF, OR OTHERWISE ASSUME RESPONSIBILITY FOR ANY CHILD USER, YOU REPRESENT AND WARRANT THAT YOU ARE SUCH CHILD USER'S LEGAL PARENT OR GUARDIAN AND YOU AGREE TO BE BOUND BY THE TERMS ON BEHALF OF SUCH CHILD USER, INCLUDING WITHOUT LIMITATION BEING LIABLE FOR ALL USE OF THE WEBSITE BY THE CHILD USER. You acknowledge that Khan Academy may choose, but is not obligated, to make any inquiries, either directly or through third parties, that Khan Academy deems necessary to validate Your registration information, including without limitation engaging third parties to provide verification services. Khan Academy reserves all rights to take legal actions against anyone who misrepresents personal information or is otherwise untruthful about their identity. NOTWITHSTANDING THE FOREGOING, YOU ACKNOWLEDGE THAT KHAN ACADEMY CANNOT GUARANTEE THE ACCURACY OF

ANY INFORMATION SUBMITTED BY ANY USER AND KHAN ACADEMY IS NOT OBLIGATED TO VERIFY THE IDENTITY OF ANY USER, INCLUDING ANY USER'S CLAIM TO BE A PARENT USER, OR TO VERIFY THAT A PARENT IDENTIFIED BY A CHILD USER OR A COACH DURING REGISTRATION IS SUCH CHILD USER'S ACTUAL PARENT OR GUARDIAN. A Parent User account, along with all associated Child User accounts, may be terminated by Khan Academy at any time and without warning for any failure to abide by these Terms.

1.5 Coach. Khan Academy may make available certain features and tools that permit certain Users (such as, for example, representatives of school districts, schools, teachers, and other educators) to work with students and other Users through the Website in order to provide such students and other Users with tutorial, educational and other education-related services, and to review and evaluate educational achievement and progress of such students and other Users (each a "Coach"). If you are a Coach, you must use Khan Academy's Coach registration process when registering accounts on the Website for one or more of your students. IF YOU ARE A COACH AND YOU REGISTER AN ACCOUNT FOR A CHILD USER, YOU REPRESENT AND WARRANT THAT YOU HAVE RECEIVED EXPRESS CONSENT FROM SUCH CHILD USER'S PARENT OR LEGAL GUARDIAN FOR YOU TO REGISTER THE CHILD USER FOR THE WEBSITE AND FOR YOU TO PROVIDE TO KHAN ACADEMY THE INFORMATION YOU DISCLOSE IN CONNECTION WITH THE REGISTRATION OF SUCH CHILD USER. WITHOUT LIMITING THE FOREGOING, YOU FURTHER AGREE TO BE BOUND BY THESE TERMS ON BEHALF OF SUCH CHILD USER, INCLUDING WITHOUT LIMITATION BEING LIABLE FOR ALL USE OF THE WEBSITE BY THE CHILD USER, FOR SO LONG AS THE CHILD USER IS NOT OTHERWISE ASSOCIATED WITH OR ASSUMED BY A VALID PARENT USER ACCOUNT. You hereby agree to indemnify, defend and hold harmless Khan Academy against any and all claims, losses, liabilities and expenses (including reasonable attorneys' fees) arising out of or related to (a) your violation of any provision, representation or warranty this Section 1.5; (b) the use of the Website by the Child User; (c) your failure to obtain sufficient parental or legal guardian consent; (d) your registration of the Child User, or (e) any other action related to the Child User.

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2. **Privacy Policy**. Your privacy is important to Khan Academy. Please read the Khan Academy <u>Privacy Policy</u>, hereby incorporated into the Terms, carefully for information relating to Khan Academy's collection, use, and disclosure of Your personal information.

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- 3. API Terms; Other guidelines.
  - 3.1 <u>API Terms</u>. Users who utilize any of Khan Academy's application programming interfaces ("APIs") additionally agree to be bound by Khan Academy's API <u>Terms of Service</u>.
  - 3.2 Other Guidelines. When using the Website, You will be subject to any additional posted guidelines or rules applicable to specific services and features which may be posted from time to time (the "Guidelines"). All such Guidelines are hereby incorporated by reference into the Terms.

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4. **Modification of the Terms**. Khan Academy reserves the right, at our discretion, to change, modify, add, or remove portions of the Terms at any time. Please check the Terms and any Guidelines periodically for changes.

Your continued use of the Website after the posting of changes constitutes your binding acceptance of such changes. For any material changes to the Terms, Khan Academy will make reasonable effort to provide notice to you of such amended Terms, such as by an email notification to the address associated with your account or by posting a notice on the Website, and such amended terms will be effective against You on the earlier of (i) your actual notice of such changes and (ii) thirty days after Khan Academy makes reasonable attempt to provide you such notice. Disputes arising under these Terms will be resolved in accordance with the version of the Terms in place at the time the dispute arose.

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## 5. User Content License Grant; Representations and Warranties.

- 5.1 <u>User Content</u>. Khan Academy may permit (a) the posting and/or publishing by You and other Users of notes, questions, comments, ratings, reviews, images, videos and other audio-visual materials and communications (collectively, "User Postings") and (b) the posting, creation, or modification by You and other users of computer code (including source code and object code) ("User Code") (User Postings and User Code, collectively, "User Content"). You understand that whether or not such User Content is published, Khan Academy does not guarantee any confidentiality with respect to any submissions.
- 5.2 <u>License Grant to Khan Academy</u>. By posting, submitting or distributing User Content on or through the Website, You hereby grant to Khan Academy a worldwide, non-exclusive, transferable, assignable, fully paid-up, royalty-free, perpetual, irrevocable right and license to host, transfer, display, perform, reproduce, distribute, prepare derivative works of, use, make, have made, sell, offer for sale, import, and otherwise exploit your User Content, in whole or in part, in any media formats and through any media channels (now known or hereafter developed).

# 5.3 License Grant to Users.

- (a) User Postings. By posting, submitting or distributing User Postings through the Website, You hereby grant to each User of the Website a non-exclusive license to access and use your User Postings in any manner permitted or made available by Khan Academy on or through the Website.
- (a) User Code. By posting, submitting or distributing User Code through the Website, You hereby grant to each User of the Website a non-exclusive license to access, use, reproduce, and distribute your User Code as fully permitted under, and in accordance with the terms of, the MIT license (currently available at: <a href="http://opensource.org/licenses/mit-license.php">http://opensource.org/licenses/mit-license.php</a>) (the "MIT License").
- 5.4 <u>User Content Representations and Warranties</u>. You are solely responsible for your User Content and the consequences of posting, creating, or publishing them. You represent and warrant that: (1) You are the creator and owner of or have the necessary licenses, rights, consents, and permissions to use and to authorize Khan Academy and Khan Academy's Users to use and distribute your User Content as necessary to exercise the licenses granted by You in these Terms and in the manner contemplated by Khan Academy and these Terms; (2) your User Content does not and will not: (a) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right or (b) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; and (3) your User Content does not contain any viruses, adware, spyware, worms, or other malicious code.

- 5.5 Access to Your User Content. Khan Academy may permit Users to share their User Content with a select group of other Users, or make their User Content public for all (even non-Website users) to view. You acknowledge and agree that, although Khan Academy may provide certain features intended to allow you to restrict some User Content you create from others, Khan Academy does not guarantee that such User Content will never be accessible by others. In the event of unauthorized access, Khan Academy will use reasonable efforts to notify you pursuant to Section 14.1 below. KHAN ACADEMY HEREBY DISCLAIMS ANY AND ALL LIABILITY WITH RESPECT TO ANY UNAUTHORIZED ACCESS TO ANY RESTRICTED USER CONTENT.
- 5.6 <u>User Content Disclaimer</u>. You understand that when using the Website You will be exposed to User Content from a variety of sources, and that Khan Academy is not responsible for the accuracy, usefulness, or intellectual property rights of or relating to such User Content. You further understand and acknowledge that You may be exposed to User Content that is inaccurate, offensive, indecent or objectionable, and You agree to waive, and hereby do waive, any legal or equitable rights or remedies You have or may have against Khan Academy with respect thereto. Khan Academy does not endorse any User Content or any opinion, recommendation or advice expressed therein, and Khan Academy expressly disclaims any and all liability in connection with User Content.

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6. **Digital Millenium Copyright Act**. It is Khan Academy's policy to respond to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act. For more information, please go to Khan Academy's <u>DMCA Notification Guidelines</u>. Khan Academy will promptly terminate without notice your access to the Website if You are determined by Khan Academy to be a "repeat infringer." A repeat infringer is a User who has been notified by Khan Academy of infringing activity violations more than twice and/or who has had User Content or any other user-submitted content removed from the Website more than twice.

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- 7. Proprietary Materials; Licenses
  - 7.1 <u>Proprietary Materials</u>. The Website is owned and operated by Khan Academy. The visual interfaces, graphics, design, compilation, information, computer code (including source code or object code), software, services, content, educational videos and exercises, and all other elements of the Website (the "Website Materials") are protected by United States and international copyright, patent, and trademark laws, international conventions, and other applicable laws governing intellectual property and proprietary rights. Except for any User Content provided and owned by Users and except as otherwise set forth in this Section 7, all Website Materials, and all trademarks, service marks, and trade names, contained on or available through the Website are owned by or licensed to Khan Academy, and Khan Academy reserves all rights therein and thereto not expressly granted by these Terms.
  - 7.2 <u>Licensed Educational Content</u>. Khan Academy may make available on the Website certain educational videos, exercises, and related supplementary materials that are owned by Khan Academy or its third-party licensors (the "Licensed Educational Content"). Khan Academy grants to you a non-exclusive, non-transferable right to access and use the Licensed Educational Content as made available on the Website by Khan Academy solely for your personal, non-commercial purposes. Unless expressly indicated on the Website that a particular item of Licensed Educational Content is made available to Users under alternate license terms, you may not download, distribute, sell, lease, modify, or otherwise provide access to the Licensed Educational Content to any third party.

- (a) Alternate Licenses. In certain cases, Khan Academy or its licensors may make available Licensed Educational Content under alternate license terms, such as a variant of the Creative Commons License (as defined below) (each, an "Alternate License"). Where expressly indicated as such on the Website, and subject to the terms and conditions of these Terms, the applicable Licensed Educational Content is licensed to You under the terms of the Alternate License. By using, downloading, or otherwise accessing such Licensed Educational Content, You agree to comply fully with all the terms and conditions of such Alternate License.
- (b) Creative Commons License. Unless expressly otherwise identified on the Website with respect to a particular item of Licensed Educational Content, any reference to the "Creative Commons", "CC" or similarly-phrased license shall be deemed to be a reference to the Creative Commons Attribution-NonCommercial-ShareAlike 3.0 United States License (available at http://creativecommons.org/licenses/by-nc-sa/3.0/us/) (the "Creative Commons License").
- 7.3 <u>Licensed Educational Code</u>. Khan Academy may make available, or allow Users to create and make available, on or through the Website certain educational, user-readable source code in connection with the "Computer Science" modules or exercises available on the Website (the "Licensed Educational Code"). Unless otherwise indicated, all Licensed Educational Code is the property of Khan Academy or third-party licensors and, subject to the terms and conditions of these Terms, is licensed to You under the terms of the MIT License. By downloading or otherwise accessing such Licensed Educational Code, You agree to comply with all the terms of the MIT License.
- 7.4 <u>Non-Commercial Use</u>. The Licensed Educational Content and Licensed Educational Code are intended for personal, non-commercial use only. Without limiting the foregoing, and notwithstanding the terms of any Alternate License for such Licensed Educational Content, the Licensed Educational Content may not be used, distributed or otherwise exploited for any commercial purpose, commercial advantage or private monetary compensation, unless otherwise previously agreed in writing by Khan Academy.
  - (a) Impermissible Uses. Without limiting the generality of the foregoing, the following are types of uses that Khan Academy expressly defines as falling outside of "non-commercial" use:
    - i. the sale or rental of (1) any part of the Licensed Educational Content, (2) any derivative works based at least in part on the Licensed Educational Content, or (3) any collective work that includes any part of the Licensed Educational Content;
    - ii. providing training, support, or editorial services that use or reference the Licensed Educational Content in exchange for a fee; and
    - iii. the sale of advertisements, sponsorships, or promotions placed on the Licensed Educational Content, or any part thereof, or the sale of advertisements, sponsorships, or promotions on any website or blog containing any part of the Licensed Educational Material, including without limitation any "pop-up advertisements".
  - (b) Use Characterization. Whether a particular use of the Licensed Educational Content is "non-commercial" depends on the use, not the user. Thus, a use of the Licensed Educational Content that does not require that users pay fees and that does not provide an entity with a commercial advantage is "non-commercial," even if this use is by a commercial entity. Conversely, any use that involves charging users in connection with their access to the Licensed Educational Content is not "non-commercial," even if this use is by a non-

profit entity. As an example, a for-profit corporation's use of the Licensed Educational Content for internal professional development or training of employees is permitted, so long as the corporation charges no fees, directly or indirectly, for such use. Conversely, as another example, a non-profit entity's use of the Licensed Educational Content in connection with an fee-based training or educational program is NOT "non-commercial" and is not permitted.

7.5 <u>Crediting Khan Academy</u>. If You distribute, publicly perform or display, transmit, publish, or otherwise make available any Licensed Educational Content or any derivative works thereof, You must also provide the following notice prominently along with such Licensed Educational Content or derivative work thereof: "All Khan Academy content is available for free at www.khanacademy.org".

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#### 8. Prohibited Conduct.

## YOU AGREE NOT TO:

- 8.1. use the Website for any commercial use or purpose unless expressly permitted by Khan Academy in writing, it being understood that the Website and related services are intended for personal, non-commercial use only;
- 8.2 except as expressly permitted under Sections 5.3 and 7 of these Terms, rent, lease, loan, sell, resell, sublicense, distribute or otherwise transfer the licenses for any Website Materials;
- 8.3 post, upload, or distribute any defamatory, libelous, or inaccurate User Content or other content;
- 8.4 post, upload, or distribute any User Content or other content that is unlawful or that a reasonable person could deem to be objectionable, offensive, indecent, pornographic, harassing, threatening, embarrassing, distressing, vulgar, hateful, racially or ethnically offensive, or otherwise inappropriate;
- 8.5 impersonate any person or entity, falsely claim an affiliation with any person or entity, or access the Website accounts of others without permission, or perform any other fraudulent activity;
- 8.6 delete the copyright or other proprietary rights notices on the Website or on any Licensed Educational Content, Licensed Educational Code, or User Content;
- 8.7 assert, or authorize, assist, or encourage any third party to assert, against Khan Academy or any of its affiliates or licensors any patent infringement or other intellectual property infringement claim regarding any Licensed Educational Content, Licensed Educational Code, or User Content You have used, submitted, or otherwise made available on or through the Website;
- 8.8 make unsolicited offers, advertisements, proposals, or send junk mail or spam to other Users of the Website (including, but not limited to, unsolicited advertising, promotional materials, or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures);
- 8.9 use the Website for any illegal purpose, or in violation of any local, state, national, or international law, including, without limitation, laws governing intellectual property and other proprietary rights, and data

protection and privacy;

- 8.10 defame, harass, abuse, threaten or defraud Users of the Website, or collect, or attempt to collect, personal information about Users or third parties without their consent;
- 8.11 remove, circumvent, disable, damage or otherwise interfere with security-related features of the Website, Licensed Educational Code, or User Content, features that prevent or restrict use or copying of any content accessible through the Website, or features that enforce limitations on the use of the Website, Licensed Educational Content, Licensed Educational Code, or User Content;
- 8.12 reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Website or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;
- 8.13 modify, adapt, translate or create derivative works based upon the Website or any part thereof, except and only to the extent expressly permitted by Khan Academy herein or to the extent the foregoing restriction is expressly prohibited by applicable law; or
- 8.14 intentionally interfere with or damage operation of the Website or any user's enjoyment of it, by any means, including without limitation by participation in any denial-of-service type attacks or by uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code.

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9. Third-Party Sites, Products and Services; Links. The Website may include links or references to other web sites or services solely as a convenience to Users ("Reference Sites"). Khan Academy does not endorse any such Reference Sites or the information, materials, products, or services contained on or accessible through Reference Sites. ACCESS AND USE OF REFERENCE SITES, INCLUDING THE INFORMATION, MATERIALS, PRODUCTS, AND SERVICES ON OR AVAILABLE THROUGH REFERENCE SITES IS SOLELY AT YOUR OWN RISK.

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#### 10. Termination.

10.1 Termination by Khan Academy. Khan Academy, in its sole discretion, for any or no reason, and without penalty, may terminate any account (or any part thereof) You may have with Khan Academy or your use of the Website and remove and discard all or any part of your account, User profile, and User Content, at any time. Khan Academy may also in its sole discretion and at any time discontinue providing access to the Website, or any part thereof, with or without notice. You agree that any termination of your access to the Website or any account You may have, or portion thereof, may be affected without prior notice, and You agree that Khan Academy will not be liable to You or any third party for any such termination. Any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies Khan Academy may have at law or in equity. As discussed herein, Khan Academy does not permit copyright, trademarks, or other intellectual property infringing activities on the Website, and will terminate access to the Website, and remove all User Content or other content submitted, by any Users who are found to be repeat infringers.

10.2 <u>Termination by You</u>. Your only remedy with respect to any dissatisfaction with (i) the Website, (ii) any term of these Terms of Service, (iii) Guidelines, (iv) any policy or practice of Khan Academy in operating the Website, or (v) any content or information transmitted through the Website, is to terminate the Terms and your account. You may terminate the Terms at any time by deleting your login account with the Website and discontinuing use of any and all parts of the Website.

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11. Indemnification. You agree to indemnify, defend, and hold harmless Khan Academy, its affiliated companies, contractors, employees, agents and its third-party suppliers, licensors, and partners ("Khan Academy Indemnitees") from any claims, losses, damages, liabilities, and expenses (including legal fees and expenses), arising out of any use or misuse of the Website, any violation of the Terms, or any breach of the representations, warranties, and covenants made herein, whether by You or by any Child User associated with you if you are a Parent User or Coach. Khan Academy reserves the right, at your expense, to assume the exclusive defense and control of any matter for which You are required to indemnify Khan Academy, and You agree to cooperate with Khan Academy's defense of these claims. Khan Academy will use reasonable efforts to notify You of any such claim, action, or proceeding upon becoming aware of it.

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### 12. Disclaimers; No Warranties

- 12.1 No Warranties. THE WEBSITE, AND ALL DATA, INFORMATION, SOFTWARE, WEBSITE MATERIALS, CONTENT, USER CONTENT, REFERENCE SITES, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE WEBSITE, ARE PROVIDED ON AN "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS" BASIS. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, KHAN ACADEMY, AND ITS AFFILIATES AND LICENSORS, DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM KHAN ACADEMY OR THROUGH THE WEBSITE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.
- 12.2 <u>Content</u>. KHAN ACADEMY, AND ITS SUPPLIERS, LICENSORS, AND AFFILIATES, DO NOT WARRANT THAT THE WEBSITE OR ANY DATA, USER CONTENT, FUNCTIONS, OR ANY OTHER INFORMATION OFFERED ON OR THROUGH THE WEBSITE WILL BE UNINTERRUPTED, OR FREE OF ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS, AND DO NOT WARRANT THAT ANY OF THE FOREGOING WILL BE CORRECTED.
- 12.3 <u>Harm to Your Computer</u>. YOU UNDERSTAND AND AGREE THAT YOUR USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAINING OF CONTENT, WEBSITE MATERIALS, SOFTWARE, OR DATA THROUGH THE WEBSITE (INCLUDING THROUGH ANY API'S) IS AT YOUR OWN DISCRETION AND RISK, AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM) OR LOSS OF DATA THAT RESULTS THEREFROM.
- 12.4 <u>Limitations by Applicable Law</u>. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU

MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION.

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# 13. Limitation of Liability and Damages.

13.1 Limitation of Liability. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, WILL KHAN ACADEMY OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD-PARTY PARTNERS, LICENSORS, OR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM ANY UNSUCCESSFUL COURT ACTION OR LEGAL DISPUTE, LOST BUSINESS, LOST REVENUES OR PROFITS, LOSS OF DATA, OR ANY OTHER PECUNIARY OR NON-PECUNIARY LOSS OR DAMAGE OF ANY NATURE WHATSOEVER) ARISING OUT OF OR RELATING TO THE TERMS OR YOUR USE OF (OR INABILITY TO USE) THE WEBSITE OR ANY REFERENCE SITES, OR ANY OTHER INTERACTIONS WITH KHAN ACADEMY, EVEN IF KHAN ACADEMY OR A KHAN ACADEMY AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, KHAN ACADEMY'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

13.2 <u>Limitation of Damages</u>. IN NO EVENT WILL KHAN ACADEMY'S OR ITS AFFILIATES', CONTRACTORS', EMPLOYEES', AGENTS', OR THIRD-PARTY PARTNERS', LICENSORS', OR SUPPLIERS' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE TERMS OR YOUR USE OF THE WEBSITE OR YOUR INTERACTION WITH OTHER WEBSITE USERS (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, OR OTHERWISE), EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE WEBSITE DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE OF THE CLAIM OR ONE HUNDRED DOLLARS, WHICHEVER IS GREATER.

13.3 <u>Basis of the Bargain</u>. YOU ACKNOWLEDGE AND AGREE THAT KHAN ACADEMY HAS OFFERED THE WEBSITE AND ENTERED INTO THE TERMS IN RELIANCE UPON THE DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, THAT THE DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND KHAN ACADEMY, AND THAT THE DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND KHAN ACADEMY. KHAN ACADEMY WOULD NOT BE ABLE TO PROVIDE THE WEBSITE TO YOU ON AN ECONOMICALLY REASONABLE BASIS WITHOUT THESE LIMITATIONS.

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# 14. Miscellaneous.

14.1 <u>Notice</u>. Khan Academy may provide You with notices, including those regarding changes to the Terms, by email, regular mail, postings on the Website, or other reasonable means. Notice will be deemed given twenty-four hours after email is sent, unless Khan Academy is notified that the email address is invalid. Alternatively, we may give You legal notice by mail to a postal address, if provided by You through the Website. In such case,

notice will be deemed given three days after the date of mailing. Notice posted on the Website is deemed given 30 days following the initial posting.

14.2 <u>Waiver</u>. The failure of Khan Academy to exercise or enforce any right or provision of the Terms will not constitute a waiver of such right or provision. Any waiver of any provision of the Terms will be effective only if in writing and signed by Khan Academy.

#### 14.3 Dispute Resolution and Arbitration.

- (a) Governing Law. The Terms will be governed by and construed in accordance with the laws of the State of California, without giving effect to any principles of conflicts of law.
- (b) Arbitration. For any claim related to the Terms or the Website, excluding claims for injunctive or other equitable relief, where the total amount sought is less than ten thousand U.S. Dollars (\$10,000.00 USD), either Khan Academy or You may elect at any point in or during a dispute or proceeding to resolve the claim through binding non-appearance-based arbitration. A party electing arbitration shall initiate it through an established alternative dispute resolution ("ADR") provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: (a) the arbitration shall be conducted, at the option of the party seeking relief, by telephone, online, or based solely on written submissions; (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.
- (c) Jurisdiction. You agree that any action at law or in equity arising out of or relating to the Terms or Khan Academy will be filed only in the state or federal courts in and for Santa Clara County, California, and each of You and Khan Academy hereby consent and submit to the personal and exclusive jurisdiction of such courts for the purposes of litigating any such action, except as provided in Section 14.3(b) regarding arbitration. Notwithstanding this, Khan Academy shall still be allowed to apply for injunctive or other equitable relief to protect or enforce its intellectual property rights in any court of competent jurisdiction.
- (d) Improperly Filed Claims. All claims you bring against Khan Academy must be resolved in accordance with this Section 14.3. All claims filed or brought contrary to this Section 14.3 shall be considered improperly filed. Should either party file a claim contrary to this Section 14.3, the other party may recover attorneys' fees and costs up to one thousand U.S. Dollars (\$1,000.00 USD), provided that such party seeking such fees has notified the other in writing of the improperly filed claim, and the other has failed to promptly withdraw the claim.
- (e) Claims. YOU AND KHAN ACADEMY AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE WEBSITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.
- 14.4 <u>Severability</u>. If any provision of the Terms or any Guidelines is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or eliminated from the Terms to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions.
- 14.5 <u>Assignment</u>. The Terms and related Guidelines, and any rights and licenses granted hereunder, may not be transferred or assigned by You without Khan Academy's prior written consent, but may be assigned by Khan

Academy without consent or any restriction. Any assignment attempted to be made in violation of the Terms shall be null and void.

- 14.6 <u>Survival</u>. Upon termination of the Terms, any provision which, by its nature or express terms should survive, will survive such termination or expiration, including, but not limited to, Sections 4 through 6, 7.1, 7.4, 7.5, and 8 through 14.
- 14.7 <u>Headings</u>. The heading references herein are for convenience purposes only, do not constitute a part of the Terms, and will not be deemed to limit or affect any of the provisions hereof.
- 14.8 <u>Entire Agreement</u>. The Terms, the Privacy Policy and Guidelines constitute the entire agreement between You and Khan Academy relating to the subject matter herein and will not be modified except in writing, signed by both parties, or by a change to the Terms, Privacy Policy or Guidelines made by Khan Academy as set forth in Section 4 above.
- 14.9 <u>Disclosures</u>. The Website is hosted in the United States, and the services provided hereunder are offered by Khan Academy: PO Box 1630, Mountain View, CA 94042; info@KhanAcademy.org.

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# Khan Academy Privacy Policy

Last Updated: May 25, 2018

Our mission at Khan Academy is to provide a free, world-class education for anyone, anywhere.



Khan Academy is a proud supporter of the Student Privacy Pledge to safeguard student privacy.

# Khan Academy Privacy Principles

# Our Privacy Policy is fueled by our commitment to the following Privacy Principles:

- 1. We're deeply committed to creating a safe and secure online environment for you.
- 2. We do not sell your personal information to third parties. We established ourselves as a not-for-profit organization so that our mission of education and your trust will not be in conflict with a for-profit motive.
- 3. We strive to provide you with access to and control over the information you give us, and we take the protection of your information very seriously.
- 4. We take extra precautions for our younger learners under the age of 13, including restricting child accounts to automatically block features that would allow a child to post or disclose personal information.
- 5. We do not display advertising on Khan Academy. Our mission is to provide you with a better learning experience, not to sell you products.

# **About Khan Academy and our Privacy Policy**

Khan Academy, Inc. ("Khan Academy", "us", or "we") feels strongly about protecting your privacy. We understand how important privacy is to you, and we are committed to creating a safe and secure environment for learners of all ages. This Privacy Policy applies to khanacademy.org, our mobile application, and online services (collectively, our "Service"), which are all owned and operated by Khan Academy. This Privacy Policy describes how Khan

Academy collects and uses the information you provide on our Service, and describes the choices available to you regarding our use of your personal information and how you can access and update this information.

As a not-for-profit, 501(c)(3) organization, we use the data we collect to provide you with a better experience and fulfill our mission of providing a free, world-class education for anyone, anywhere. We established ourselves as a not-for-profit organization so that a for-profit motive will not interfere with our mission of providing a trusted educational resource.

Our Privacy Policy describes what information we gather from our members and others who visit and use our Service, how we use that information, and what we do to protect it. By visiting or using our Service, you consent to the information handling practices described in this Privacy Policy.

A note about Student Records: Khan Academy may be used by schools, school districts, or teachers (collectively referred to as "Schools") in a classroom setting. When Khan Academy enters into a contract with Schools to provide the Service as part of the School's educational curriculum, we may have access to personal information about students ("School Users"). Please see the section entitled "School Users and Student Records" for information about how we collect and use Student Records gathered during the provision of the Khan Academy Service to Schools.

Your use of our Service and any information you provide on our Service are subject to the terms of this Privacy Policy, which is incorporated into and subject to our <u>Terms of Service</u>. Any capitalized terms used but not defined within this Privacy Policy have the meaning given to them in our Terms of Service.

Our **Children's Privacy Policy** is available at the bottom of this page.

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# 1. What information do we collect?

We take the information you provide to us very seriously, and we strive to put you in control of decisions around your information.

You can use many features of the Service without registering for an account or providing any other personal information. If you create an account on the Khan Academy Service, or communicate with Khan Academy, you may provide to Khan Academy what is generally called "Personal Information" or "Personal Data," such as your full name, birthdate, email address or other information that can be used to identify you. Information which cannot be used to identify you as an individual is "de-identified" or non-personal information.

We collect information, including personal information, in a variety of ways which may vary according to your use of the Service and your account settings. The categories of personal information we collect may include:

- Contact and profile information
- Account and authentication information from third-party integrated services
- Location information
- Information about your browser or device
- Donation and applicant data
- Non-personal information which may be linked to your Personal Information

Below, we describe examples of the categories of information we collect from and about you when you use our Service:

Information you provide to us and information we receive about you from others

#### Contact and profile information.

When you create an account on the Khan Academy Service, or communicate with us, we may collect personal information including your name, email address, and birthdate. After you register, you may also choose to provide additional information in your profile, such as your nickname, location (city), and other personal or demographic information. In addition, we may ask you for personal information at other times, such as when you contact our technical support team, send us an email, complete a user survey, or otherwise communicate with Khan Academy.

# Information from Integrated Sign-On Services.

If you decide to register through or otherwise grant access to a third-party social networking or integrated service (what we call an "Integrated Service"), such as Facebook, Google, Clever or similar single sign-on service, Khan Academy may also collect Personal Information that is already associated with your Integrated Service account. You may also have the option of sharing additional information with Khan Academy through an Integrated Service, as controlled through your settings on that Integrated Service. If you choose to provide such information, during registration or otherwise, Khan Academy will treat the information as Personal Information and will use it in the ways described in this Privacy Policy.

# Information obtained from other users.

We make available certain features on our Service that allow other users to provide us information about you. For example, a parent or teacher may provide information relating to a Child User, such as when a parent registers an account for their Child and provide us with certain information about the Child, such as user name and age.

## Information provided by partners and other sources.

We may also receive information from third party organizations with which we partner to provide educational services. If we combine or associate information from other sources with Personal Information that we collect through our Service, we will treat the combined information as Personal Information in accordance with this Privacy Policy.

# Information we collect to enable your participation in special programs or features.

From time to time, Khan Academy may feature a special program or activity we offer in partnership with a third party. If you participate in these special programs, Khan Academy may collect personal information from you to facilitate those programs. For example, LearnStorm participants may be asked to provide information related to event logistics and prize awarding and processing (e.g., contact information, dietary restrictions, shirt sizes, etc.), and College Board program participants may provide information regarding study habits and test scores (e.g., the number of hours studied, modules or tests taken, scores earned, etc.).

# Information about how you access and use the Service

#### Information about your use of our Service.

We may collect usage information about your use of our Service, such as the number of problems you have attempted, the number of videos you have viewed, and the amount of time spent to complete a problem. This enables us to better tailor educational experiences that are most appropriate for you.

#### Location information.

We may collect and use information about your location (such as your country) or infer your approximate location based on your IP address in order to provide you with tailored educational experiences for your region, but we don't collect the precise geolocation of you or your device. You may be able to change the settings on your computer or mobile device to prevent it from providing us with any location information.

#### Other information

#### Donation and applicant information.

If you donate to Khan Academy via PayPal, we may obtain your name and mailing address to send a thank you note, or if you apply for a job with Khan Academy via an online recruiting site, we will obtain the information you provide in your application for that purpose.

# Usage and device information.

To provide a personalized learning and high-quality experience for our users, we may use various technologies that automatically record certain technical information from your browser or device when you visit our website, read our emails, use our Service or otherwise engage with us. This information is typically collected through a variety of tracking technologies, including cookies, web beacons, Flash objects, log files, and similar technology (collectively, "tracking technologies"). These tracking technologies cookies collect information about how you use the Service (e.g., the pages you view, the links you click, and other actions you take on the Service), information about your browser and online usage patterns (e.g., Internet Protocol ("IP") address, browser type, browser language, referring / exit pages and URLs, pages viewed, whether you opened an email, links clicked), and information about the device(s) you use to access the Service (e.g., mobile device identifier, mobile carrier, device type, model and manufacturer, mobile device operating system brand and model, and whether you access the Service from multiple devices). We may collect analytics data, or use third-party analytics tools such as Google Analytics, to help us measure traffic and usage trends for the Sites and to understand more about the demographics of our users. You can learn more about Google's practices at http://www.google.com/policies/privacy/partners, and view its currently available opt-out options at https://tools.google.com/dlpage/gaoptout. We may also work with third party partners to employ technologies, including the application of statistical modeling tools, which permit us to recognize and contact you across multiple devices. Although we do our best to honor the privacy preferences of our users, we are unable to respond to Do Not Track signals set by your browser at this time.

We use or may use the data collected through tracking technologies to better display our website, to save you time, to provide better technical support, for promotional purposes, and to track website usage. For example, cookies help us to:

- 1. Keep track of whether you are signed in or have previously signed in so that we can display all the features that are available to you.
- 2. Remember your settings on the pages you visit, so that we can display your preferred content the next time you visit.
- 3. Customize the function and appearance of the pages you visit based on information relating to your account; for example, in order to default you to a particular study level, or to remember customized settings for a report.
- 4. Track website usage for various purposes including sales, marketing, and billing.

Most browsers are initially set up to accept cookies, but you can reset your browser to refuse all cookies or to indicate when a cookie is being sent. However, some features and services (particularly those that require you to sign-in) may not function properly if your cookies are disabled. You may also set your email options to prevent the automatic downloading of images that may contain technologies that would allow us to know whether you have accessed our email and performed certain functions with it.

Deleting cookies does not delete Local Storage Objects (LSOs) such as Flash objects and HTML5. You can learn more about Flash objects - including how to manage privacy and storage settings for Flash cookies - on Adobe's website or by clicking here. Various browsers may offer their own management tools for removing HTML5 LSOs. Please consult your browser's "Help" function to learn more. If you choose to delete Flash objects from our sites, then you may not be able to access and use all or part of the sites or benefit from the information and services offered.

We and our third-party partners may also use cookies and tracking technologies for advertising purposes. For more information about tracking technologies, please see Section 5 "Third Parties and Online Advertising" below.

# 2. How we use the information we collect

# Khan Academy uses this information in the following ways:

# To provide and enhance our Service.

Khan Academy uses the information you provide or that we collect to operate, maintain, enhance, and provide all of the features of our Service.

## To personalize your experience.

We use the information to personalize your experience while using the Service, including on various devices you may use to access the Service. For instance, Khan Academy remembers your recent activity so we can recommend the most appropriate content for you on your next visit and provide personalized learning experiences.

### To communicate with you.

We use your information to communicate with you about your account and respond to inquiries. We may also use your Personal Information to provide you with information about Khan Academy's features, services and other offerings that may be of interest to you.

# To understand, improve, and develop our Service.

Khan Academy uses all of the information that you provide or that we collect from users to understand and analyze the usage trends, learning behaviors, and preferences of our users, to improve the way the Service works and looks, and to create new features and functionality.

We may also use information to maintain, develop, support and improve our Service and other educational products and services.

#### To enable your participation in Khan Academy partnership arrangements.

We use your information to enable your participation in programs or features we may offer in partnership with third parties, to the extent you wish to participate in such programs.

For personal data subject to the European Union General Data Processing Regulations ("GDPR"), we rely on several legal bases to process the data. These legal bases include where:

- The processing is necessary to perform our contractual obligations in our Terms of Service or other contracts with you (such as to provide you the Service as described in our Terms of Service);
- You have given your prior consent, which you may withdraw at any time (such as for marketing purposes or other purposes we obtain your consent for from time to time);
- The processing is necessary to comply with a legal obligation, a court order or to exercise or defend legal claims;
- The processing is necessary for the purposes of our legitimate interests, such as in improving, personalizing, and developing the Service, marketing the Service, such as new features or products that may be of interest, and promoting safety and security as described above.

If you have any questions about or would like further information concerning the legal basis on which we collect and use your personal information, please contact us using the contact details provided below.

# 3. How we share or transfer data

Khan Academy takes great care to protect the information you provide us. We do not rent or sell Personal Information that we collect from users with third parties.

Khan Academy will disclose personal information when you post content which is visible to others on the Service, when you consent or instruct us to share your personal information with third parties, or when we have a legitimate business or legal need to share your information. We may also disclose anonymous or aggregate information that does not reasonably identify you as an individual. To learn more, see additional description below.

# When information is visible to others on the Service by default.

Certain features and functions of the Service shares or makes your information accessible to others. As with most online services, once you make your Personal Information available to others online, it may be collected and used by the recipients or any other website visitor without restriction. You may wish to use a nickname or alias in your profile if you do not want your personal information shared with others in this way. For example, your personal information may be visible to others in the following circumstances:

- Information you post to public spaces of the Service. When you post a question or answer to the Service, your profile, which could include your name, short biography, and city-level location, as well as the content of your posted comment, is visible to others on the Service.
- Connecting with a Coach. When your account is connected to a Coach on the Service, the Coach will be able to see your profile information and your activities on the Service, such as which videos you have watched, the questions and responses you post, and other usage information. Coaches may also be able to see your name (not only your username) as well as your email address, if you include that information in your account profile.

# With your consent or according to your instructions.

You may provide consent or authorization to share your personal information with third party applications or services in several ways. Please note that these third parties are not governed by Khan Academy or the terms of this Privacy Policy. We recommend you review the privacy policy of any third party application or service before authorizing access to your Khan Academy account information.

- We may share data with social networks at your request. Some of our users choose to connect their
  Khan Academy account with social networks. This functionality is entirely optional. If you have explicitly
  agreed that we may do so, Khan Academy may disclose your Personal Information through a social
  network or similar service (like Facebook or Google). To control the information that you share, you have
  the option of modifying your Khan Academy or social network settings or disconnecting your social
  network account from your Khan Academy account.
- We may share data with third-party applications that you authorize. Third-party application developers and service providers (commonly known as "App Developers") may build complementary services for our platform, such as a mobile application for visually-impaired learners to access our resources, or may use our Khan Academy content to build unaffiliated applications and services. If you connect your Khan Academy account to an application or service, or approve access to your Khan Academy account by a third party application or service, you consent to Khan Academy sharing your information with that third party.
- We may share data in connection with special programs you participate in. If you participate in special programs where Khan Academy partners with third parties, Khan Academy may share data collected from or about you with its third party partners to facilitate the program or services being offered. For instance, if you participate in Khan Academy's program with College Board, Khan Academy may share

- information regarding your study habits, tests taken, and test scores with College Board. These program partners may use your information we share with them as described in their own privacy policies.
- We may share information with your consent. Khan Academy does not share your Personal Information with third-party organizations for their marketing or promotional use without your consent. In some instances, you may be able to grant us permission to share your Personal Information with authorized partners, not-for-profit organizations, and other entities that are not affiliated with Khan Academy. In these cases, we will only provide to these third parties the information you have authorized or asked us to share to these third parties. You may also choose to share content with others by email, or by posting Khan Academy content to social media sites such as Facebook or Twitter. These third parties may use your information as described in their own privacy policies.

# We may share anonymous or aggregate data with others.

We may use data which has been de-identified and/or aggregated for product development, research, analytics and other purposes, including for the purpose of analyzing, improving, or marketing the Khan Academy Services. In certain occasions, Khan Academy may share this data with business partners to improve our services or offerings. If we disclose information to authorized business partners to conduct research on online education or assist in understanding the usage, viewing, and demographic patterns for certain programs, content, services, promotions, and/or functionality on our Service, such data will be aggregated and/or anonymized to reasonably avoid identification of a specific individual.

# Other instances where we may share or disclose information for legal or business purposes.

- We will share data with employees and service providers. Khan Academy may share information with our employees and trusted vendors, third party service providers and other individuals to provide services or products for us or on our behalf, which could include analytics, hosting, marketing and similar services. When we share personal information with third party service providers or vendors, these third parties are contractually obligated to maintain the security and confidentiality of that personal information.
- We may share data in the context of a change of business, including a merger or acquisition. In the event that Khan Academy is involved in a merger, acquisition, bankruptcy, change of control, or any form of sale of some or all of our assets, your personal information may be transferred or disclosed in connection with such business transaction. If the transaction involves the transfer of Student Records to a third party, we will require the new owner to continue to honor the terms provided in this Privacy Policy, or we will provide the School with notice and an opportunity to opt-out of the transfer of Student Records by deleting Student Records before the transfer occurs.
- Other instances. Khan Academy may release Personal Information if we have a good faith belief that access, use, preservation, or disclosure of such information is reasonably necessary to (a) satisfy any applicable law, regulation, legal process, or enforceable governmental request; (b) enforce applicable Terms of Service, including investigation of potential violations thereof; (c) investigate and defend ourselves against any third-party claims or allegations; (d) detect, prevent or otherwise address fraud, security or technical issues; (e) protect the rights, property, or personal safety of Khan Academy, our users, or the public; or (f) as required or permitted by law.

# 4. Marketing and Sponsored Content

## Messages from Khan Academy

We may, from time to time, send you email regarding our products and services, or other third party products and services we think you may enjoy. For example, if we partner with a not-for-profit organization running a contest in your region we may send you an email notifying you of the partnership or contest. We will not share your

information with the third party unless you opt-in to participate in the partnership or contest, and if so, the information we would share would be limited to that needed to facilitate your participation in the contest and enable you to redeem your prize. You can unsubscribe from these mailings at any time. See Section 6 below.

## **Sponsored Content**

Khan Academy does not display any third party advertisements on the Service. From time to time, we permit third parties to sponsor content displayed on our Service. For example, for-profit organizations may wish to sponsor all content related to a particular educational topic, such as astronomy or biology. Sponsored content will always be labeled (e.g., "Sponsored by \_\_\_"). Khan Academy does not share any of our users' Personal Information with these sponsors without explicit consent, and these sponsors do not have the ability to track or collect information about our site visitors or users. As a non-profit organization, Khan Academy relies on our sponsors, donors, and other contributors to provide funding necessary to provide the free Service to our users.

Please note: From time to time, we may display YouTube video content created by third parties and not by Khan Academy. While Khan Academy-created video content does not display video advertisements, third party content may include advertising which we cannot control.

# 5. Third Parties and Online Advertising

## Interest Based Advertising

Khan Academy does not display any targeted advertising on our Service. However, we participate in interest-based advertising and use third party advertising companies to serve you targeted advertisements on other websites, apps or services, including on Facebook and other social networks, or on other devices you may use. These third party ad networks use tracking technologies to recognize your browser or device and to collect information about your visit to our Service to provide you customized content, advertising and commercial messages which may be more relevant to your interests, as well as to provide advertising-related services such as reporting, attribution, analytics and market research.

Please note that we use our best efforts and take multiple steps to avoid the collection of information for targeted advertising purposes when we believe the Service is being used by students or children under 13. For example, we take steps to inhibit these third party advertising networks from collecting information for targeted advertising purposes on webpages with child-directed content or when a student or child user logs into the Service.

To learn about interest-based advertising and how you may be able to opt-out of some of this advertising, you may wish to visit the Network Advertising Initiative's online resources, at <a href="http://www.networkadvertising.org/choices">http://www.networkadvertising.org/choices</a>, and/or the DAA's resources at <a href="http://www.aboutads.info/choices">http://www.aboutads.info/choices</a>. You may also manage certain advertising cookies by visiting the EU-based Your Online Choices at <a href="http://www.youronlinechoices.eu/">http://www.youronlinechoices.eu/</a>. You may also be able to limit interest-based advertising through the settings on your mobile device by selecting "limit ad tracking" (iOS) or "opt-out of interest based ads" (Android). You may also be able to opt-out of some - but not all - interest-based ads served by mobile ad networks by visiting <a href="http://youradchoices.com/appchoices">http://youradchoices.com/appchoices</a> and downloading the mobile AppChoices app.

Please note that opting-out of receiving interest-based advertising through the NAI's and DAA's online resources will only opt-out a user from receiving interest-based ads on that specific browser or device, but the user may still receive interest-based ads on his or her other devices. You must perform the opt-out on each browser or device you use.

#### YouTube

Khan Academy uses YouTube to display video content on the Service. YouTube incorporates tracking technologies, which may be present in the YouTube videos embedded on the Service, which may collect information from your browser when you view the video on the Service, including device identifiers and/or cookie IDs. This information is collected directly and automatically by YouTube and its partners, and Khan Academy does not participate in these data transmissions. Khan Academy does not provide any Personal Information, such as user names, to YouTube.

Khan Academy has taken steps to minimize this tracking activity, to the extent we have controls over a third-party's practices. We have turned on "Privacy-Enhanced Mode" for YouTube videos displayed on the Service. We also utilize Google's "child-directed treatment" tags to alert Google that these YouTube videos may be embedded on webpages visited by children or students. You can learn more about Google's practices at <a href="http://www.google.com/policies/privacy/partners">http://www.google.com/policies/privacy/partners</a>. You may also be able to control ad tracking through YouTube by visiting the Google Ad Settings page, currently available at: <a href="https://adssettings.google.com">https://adssettings.google.com</a>.

# 6. Your choice and options relating to data collection and use

At Khan Academy, we use Personal Information as needed for the purposes for which it was collected or where you have consented to our use of your Personal Information. We take reasonable steps to ensure that the Personal Information we store and use is accurate, complete, and up-to-date. If you discover that Personal Information or other data pertaining to you is inaccurate, incomplete, or out-of-date, please update your account information or contact us as outlined below.

# You can choose to not provide us with Personal Information.

You may always decline to provide your Personal Information with Khan Academy. Registration is not required to access most of our online resources. If you decline to register, however, Khan Academy will not be able to provide to you certain features and functionalities found on our Service. You may later enable or access those features by providing Khan Academy with the necessary Personal Information.

You can chose to provide only information which does not reasonably identify you to others. We recommend you select a username which is not related to your actual name, for example. You can also decline to provide any optional data in your public profile.

# You can disconnect us from Integrated Services.

You may revoke Khan Academy's access to your account on any Integrated Service, such as Google or Facebook, at any time by updating the appropriate settings in the account preferences of the respective Integrated Service. You should check your privacy settings on each Integrated Service to understand and change the information sent to us through each Integrated Service. Please review each Integrated Service's terms of use and privacy policies carefully before using their services and connecting to our Service.

#### You can unsubscribe from email communications.

Khan Academy may, from time to time, send you email regarding our products and services, or products and services we think you may enjoy. Only Khan Academy (or our vendors or service providers operating on our behalf) will send you these emails. You can choose not to receive these emails by clicking the unsubscribe link in any e-mail or via your Settings page at <a href="https://www.khanacademy.org/settings/email">https://www.khanacademy.org/settings/email</a>. Please note that you are not permitted to unsubscribe or opt-out of non-promotional messages regarding your account, such as account verification, changes or updates to features of the Service, or technical or security notices.

# California Children's Privacy Rights

If you are under the age of 18 residing in California, you are entitled to request removal of content or information you have posted publicly on our Service. To delete your entire account and remove all of your information displayed publicly on the Service, log into your account and select "delete your account" through Settings. To request deletion or de-identification of a specific question, answer or other post displayed publicly on the Service, please email us at <a href="mailto:privacy@khanacademy.org">privacy@khanacademy.org</a> for assistance. You must be able to identify the particular post you wish to be deleted or de-identified so that we can locate it on the Service. Please note that removal of your content or information does not ensure complete or comprehensive removal, as there may be de-identified or recoverable elements of your content or information on our servers in some form. Additionally, we will not remove content or information that we may be required to retain under applicable federal and state laws.

# 7. How to access, update, or delete your personal information

## How to access or update your information.

We want you to have access to your information, so that you can help keep it as accurate as possible. If you register and provide Khan Academy with Personal Information, you may update, correct, or delete your account and information at any time by reviewing your profile information and preferences on your account settings page.

Parents can modify or delete Child User accounts. Parents who request to modify or delete School User accounts may be directed to contact the School.

Khan Academy will work with Schools to provide parents access to information in School User accounts at the request and direction of the School. If you experience any difficulties in this process, please contact us as described below.

# How to delete your information.

To request deletion of your personal information at any time, please log into your account and select "delete your account" through Settings. You can learn more in our Help Center, <u>here</u>. Please note that your information will be retained in backup for up to one week. If you log back into your account within 24 hours, your account will <u>not</u> be deleted and you will need to go through the deletion process again.

We may not be able to delete data in all instances, such as information retained in technical support logs and other business records. We will not be required to delete any information which has been de-identified or disassociated with personal identifiers such that it can no longer be used to reasonably identify a particular individual.

Unless we receive a deletion request, we will retain your information for as long as your account is active or as is reasonably useful for operational purposes. For example, we may retain certain data as necessary to prevent fraud or future abuse, for recordkeeping or other legitimate business purposes, or if required by law. We may also retain information which has been de-identified or aggregated such that it can no longer reasonably identify a particular individual. All retained personal information will remain subject to the terms of this Privacy Policy.

# 8. Our approach to Data Security

# Data security is important to you, and to us.

To protect your privacy and security, we take reasonable steps to verify your identity before granting you account access or making corrections to your information. For example, we may ask you to provide certain Personal Information to confirm your identity, and we may require that you create and use a password to access certain

parts of our Service. You should create and maintain a strong password to help ensure the security of your account.

# We try to ensure that our Service and information sent to us are safe, but no security measures are perfect.

Khan Academy uses certain physical, managerial, and technical safeguards designed to preserve the integrity and security of your Personal Information and other information we maintain in connection with our Service. We cannot, however, ensure or warrant the security of any or all of the information you transmit to Khan Academy, and you do so at your own risk. Once we receive your transmission of information, Khan Academy makes commercially reasonable efforts to ensure the security of our systems. When you enter sensitive information, we encrypt the transmission of that information using secure socket layer technology (SSL) or similar technologies. However, please note that this is not a guarantee that such information may not be accessed, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards. In the event that any information under our control is compromised as a result of a breach of security, we will take reasonable steps to investigate the situation and will notify you of the security incident in accordance with applicable laws and regulations.

# 9. School Users and Student Records

Khan Academy is a non-profit organization dedicated to providing free, educational content. We strive to implement best practices to protect the privacy of all of our student and non-student users, alike. To help our School partners address their obligations to protect their students' data privacy, we have implemented additional controls and procedures for schools, school districts and teachers (collectively referred to as "Schools") when they enter into a contract with Khan Academy to use the Service as part of the School's educational curriculum. When the Service is used as part of the School's educational curriculum, the personal information related to the School's student users ("School Users") that is (i) provided to Khan Academy by a student or by a School, or (ii) collected by Khan Academy during the provision of the Service to a School, may include information defined as "educational records" by the Family Educational Rights and Privacy Act ("FERPA") or other information protected by similar student data privacy laws. We call this information "Student Records."

Please note, because many of our user accounts are used for both School and non-School purposes, only personal information relating to user accounts which are (1) created by a School (for example, when a teacher creates the user name, login and password to establish School User accounts, or when the teacher rosters a class using Google Classroom, Clever, or similar single sign-on service), or (2) created by a School User at the direction of a School, using a School email address and associated with a School's class on the Service, and (3) created pursuant to a contract between Khan Academy and the School, are designated as Student Records on Khan Academy. Student Records shall not include information a student or other individual may provide to Khan Academy independent of the student's use of the Service at the direction of the School. For example, if a user connects her existing Khan Academy account (i.e., an account associated with a non-School email address and created outside of her use of the Service for the School's purposes) to a School's class on the Service, the personal information and profile data associated with the account shall not be considered Student Records. If you are a School, please contact us at <a href="mailto:schoolpartnerships@khanacademy.org">schoolpartnerships@khanacademy.org</a> to learn more about how to create School User accounts which may hold Student Records.

Our commitment: We are proud supporters of the Student Privacy Pledge. Our collection and use of Student Records is governed by our contracts with the Schools, by our Privacy Policy, and by applicable privacy laws. For example, we work with Schools to help protect personal information from the Student's educational record, as required by the Family Educational Rights and Privacy Act ("FERPA"), and to protect the personal information of students under 13 consistent with the Children's Online Privacy Protection Act ("COPPA"). If you have any questions about reviewing, modifying, or deleting the personal information of a School User accessing the Service through a School partner agreement, please contact your School directly.

- We collect, maintain, use and share Student Records only for an authorized educational and as described in our Privacy Policy, or as directed by the School, the School User and/or the student's parent or legal guardian (a "Parent").
- We do not disclose Student Records for targeted advertising purposes. While we do permit third party
  advertising partners to operate on our Service for the purpose of retargeting, analytics and attribution
  services, we disable third party ad networks when a School User logs into a School User account on the
  Service.
- We do not build a personal profile of a School User other than in furtherance of an educational purpose or as authorized by a Parent.
- We maintain a comprehensive data security program designed to protect the types of Student Records maintained by the Service.
- We will clearly and transparently disclose our data policies and practices to our users.
- We will never sell Student Records unless the sale is part of a corporate transaction, such as a merger,
  acquisition, bankruptcy, or other sale of assets, in which case we will require the new owner to continue
  to honor the terms provided in this Privacy Policy or we will provide the School with notice and an
  opportunity to opt-out of the transfer of Student Records by deleting the Student Records before the
  transfer occurs.
- We will not make any material changes to our Privacy Policy or contractual agreements that relate to the collection or use of Student Records without first giving notice to the School and providing a choice before the Student Records are used in a materially different manner than was disclosed when the information was collected.

## How we share and disclose Student Records.

We disclose Student Records in the manner described in our Privacy Policy under Section entitled How We Share and Disclose Information. Depending on the features and account controls applicable to the School User accounts, we may share usernames and profile information with other users on the Service, such as teachers, coaches, or School administrators, and this information may be visible if a School User posts content in the discussion forums.

Depending on the manner in which Khan Academy is used by a School and the terms of the agreement between the School and Khan Academy, Khan Academy may provide access to certain Student Records, School User account usage data ("School Analytics") and Teacher User account usage data to the School for the purpose of monitoring student usage and activity and evaluating the effectiveness of the School's use of the Khan Academy service. In some circumstances, School Analytics may only be available for Student accounts using a School email address or login and which are associated with a School's teacher or coach.

### How we retain and delete Student Records.

We will not knowingly retain Student Records beyond the time period required to support an educational purpose, unless authorized by a School, student or parent. Many of our users continue to use their accounts for a personal, non-School purpose and may associate their accounts with the account of their Parent. In such cases, the user (or the user's Parent) shall be responsible for account deletion requests.

All users, including School Users (or their Parents) can delete their accounts and all personal information associated with the account at any time through account Settings. See "How can I cancel or delete my account" in the Khan Academy Help Center for instructions.

The School is responsible for managing Student Records which the School no longer needs for an educational purpose by submitting a deletion request when such data is no longer needed. Schools should contact us at <a href="mailto:schoolpartnerships@khanacademy.org">schoolpartnerships@khanacademy.org</a> to request deletion of Student Records associated with the School's use of

Khan Academy. Please note that Khan Academy cannot comply with a School's request to delete personal information in a user account except for School User accounts created by a School (i.e., using a School email address and/or an account login provided by a School) pursuant to a contractual agreement between the School and Khan Academy, or unless the user (or the user's Parent) requests deletion directly. We will also not be able to delete information associated with School User accounts that the School User has associated with a personal account.

#### Questions about Student Records.

If you have questions about specific practices relating to Student Records provided to Khan Academy by a School, please direct your questions to your School.

# 10. How does Khan Academy protect Children's privacy?

Khan Academy does not permit children under the age of 13 (a "Child" or "Children") to create an account without the consent and at the direction of a Parent or School. Please contact us at <a href="mailto:privacy@khanacademy.org">privacy@khanacademy.org</a> if you believe we have inadvertently collected information from a child under 13 without parental consent so that we may delete the information as soon as possible.

Children under 13 may create an account with the parent's consent. Please see the <u>Children's Privacy Policy</u> to learn more about how Khan Academy collects, uses and shares information associated with Child accounts.

When Khan Academy is used by a School in an educational setting, we may rely on the School to provide the requisite consent for Khan Academy to collect information from a School User under the age of 13, in lieu of parental consent.

# 11. International Visitors

Our Service is operated and managed on servers located within the United States. If you choose to use our Service from the European Union or other regions of the world with laws governing data collection and use that differ from United States law, then you acknowledge that Khan Academy will transfer your personal information to the United States for the purpose of performing the Service according to our contract (e.g., our Terms of Service) and for any other purpose for which you provide explicit, informed consent.

# 12. European Union Data Protection

Residents in the European Union are entitled to certain rights with respect to personal information that we hold about them:

- **Right of access and portability.** The right to obtain access to your personal information, along with certain related information, and to receive that information in a commonly used format and to have it transferred to another data controller;
- **Right to rectification.** The right to obtain rectification of your personal information without undue delay where that personal information is inaccurate or incomplete;
- **Right to erasure.** The right to obtain the erasure of your personal information without undue delay in certain circumstances, such as where the personal information is no longer necessary in relation to the purposes for which it was collected or processed;

- **Right to restriction.** The right to obtain the restriction of the processing undertaken by us on your personal information in certain circumstances, such as where the accuracy of the personal information is contested by you, for a period enabling us to verify the accuracy of that personal information; and
- **Right to object.** The right to object, on grounds relating to your particular situation, to the processing of your personal information, and to object to processing of your personal information for direct marketing purposes, to the extent it is related to such direct marketing.

You may also have the right to make a complaint to the relevant Supervisory Authority. A list of Supervisory Authorities is available here: <a href="http://ec.europa.eu/justice/data-protection/bodies/authorities/index\_en.htm">http://ec.europa.eu/justice/data-protection/bodies/authorities/index\_en.htm</a>. If you need further assistance regarding your rights, please contact us using the contact information provided below and we will consider your request in accordance with applicable law. In some cases our ability to uphold these rights for you may depend upon our obligations to process personal information for security, safety, fraud prevention reasons, compliance with regulatory or legal requirements, or because processing is necessary to deliver the services you have requested. Where this is the case, we will inform you of specific details in response to your request.

# 13. Links to other sites

The Service may link to and may be linked by websites operated by other entities or individuals. Some of these websites, such as the Khan Academy Facebook page, may be co-branded with our name or logo. This Privacy Policy does not apply to, and we cannot always control the activities of, such other third-party websites. You should consult the respective privacy policies of those third-party websites.

# 14. Changes and updates to this Privacy Policy

Khan Academy may modify or revise this Privacy Policy from time to time. Khan Academy will notify users of any changes to our Privacy Policy by posting the revised Privacy Policy with an updated date of revision on our Service. If we change this Policy in a material manner, we will do our best to notify you of the changes by posting a notice on our website. Your continued use of the Services following the effective date of such update constitutes your acceptance of the revised Policy.

We will not make any material changes to our Privacy Policy that relate to the collection or use of Student Records without first giving notice to the School and providing a choice before Student Records are used in a materially different manner than was disclosed when the information was collected.

# 15. Contacting Khan Academy

Please contact Khan Academy with any questions or comments.

By email: privacy@khanacademy.org

By mail: Khan Academy, PO Box 1630, Mountain View, CA 94042

You may also wish to visit the <u>Khan Academy Help Center</u> and <u>Common Questions and Resources</u> page, which hosts useful FAQs and information that you may find helpful.

# Khan Academy Children's Privacy Policy

## Khan Academy is committed to children's privacy.

Protecting the privacy of children is especially important to Khan Academy. For that reason, we created certain features designed to help protect personal information relating to children who are less than 13 years of age ("Child Users"). Khan Academy does not knowingly permit Child Users to register directly for our Service without consent of a Parent or School. If Khan Academy learns that Personal Information of a Child User has been collected on our Service without parental consent, then Khan Academy will take appropriate steps to delete this information. If you are a parent or guardian ("Parent") and discover that your child under the age of 13 has a registered account with our Service without your consent, please alert Khan Academy at <a href="mailto:privacy@khanacademy.org">privacy@khanacademy.org</a> and request that we delete that child's personal information from our systems.

## How children may register for and use our Service.

Child Users can sign up for a Khan Academy account several ways.

## 1. When a Child User signs up for a Khan Academy Account we request Parental consent.

When a Child User registers for our Service, we request a birthdate, username, password, and a parent's email address so that we can email the Child User's Parent in order to seek consent for the Child to use the Service. Khan Academy does not ask the Child User for any more information than is necessary to provide the Service to the Child User or to seek parental consent. The Child User is permitted to use the Service for seven (7) days through a Restricted Account (see below) while we notify the Parent for consent. If we do not receive Parental consent within 7 days, the Child User's Restricted Account is closed, and the Child's personal information is deleted from our systems.

# 2. When a Child User account is created by a School, the School may provide consent.

When the Khan Academy Service is used by a teacher, school, or district (a "School") in the classroom for an educational purpose, we permit the School to create Child User accounts and to provide the requisite consent for Khan Academy to collect personal information of a Child User for this purpose, in lieu of parental consent. Schools may create a Child User account by adding students to the Service through Google Classroom, Clever, or similar single sign-on service, or through a school integration mechanism, or a School may create logins/passwords for each individual student. When Schools create accounts in this manner, we do not request additional consent from the Parent. However, when a School or other individual invites a Child User to join the Service and connect to a teacher or coach's class using a class code, we request parental consent in the manner described below.

### Methods for providing Parental consent.

Parents may provide consent for a Child User to use the Service through a Restricted Account (explained below) by responding affirmatively to an email sent by Khan Academy to the Parent's email address provided by the Child User during registration. If we do not receive consent from the Parent within seven (7) days, the Child User's account will be closed and the Child's personal information is deleted from our systems. Restricted Accounts may access and use certain features of the Service in a limited manner.

To enable additional functionality for the Child User account and to enable full access and control over the Child User's account activity, the Parent must create a Parent Account on the Service and connect to the Child User's account by clicking on the account creation link in the Parental consent notice. Parent Accounts control the settings and functionality of the Child account. The Parent can maintain the Child's Restricted Account, and/or can enable additional functionality and data sharing features, if desired. Parents can revoke a Child User's permissions to use the Service at any time by deleting the account.

#### 4. Restricted Accounts for Child Users.

Khan Academy attempts to restrict a Child User's access to certain features that could result in disclosure of the Child's personal information. A Restricted Account limits sharing and displaying private information about the Child User in various ways.

For example, a Child User with a Restricted Account cannot:

- display personal information other than a username. Restricted Accounts contain the Child's username
  and do not include other personal information or profile data. Because the username may be displayed
  on the Service, we strongly recommend selecting a username which does not relate to or identify the
  real name of the Child. The Child username can be selected or revised by the Parent by creating a Parent
  Account.
- add or edit personal information associated with a Restricted Account
- post to public discussion forums, or post questions or answers on lessons
- see or access links to third-party sites on the Service
- receive emails from Khan Academy (all emails are sent to the Parent email on file)
- communicate with or share personal information with Coaches other than a username and Service usage activity (i.e., lessons completed, badges earned, etc.). Similarly, Coaches cannot communicate with a Child User with a Restricted Account except to assign content for the Child User to view through the class.

A Parent who creates a Parent Account can manage and control additional features and functionality. For example, Parents can create or revise a Child's username; add or revise profile information; restrict or enable the Child User to add a Coach using a class code. Please see "How are child accounts different from regular accounts" in the Help Center to learn more.

#### 5. What information do we collect from a Child User?

We collect a username, birthdate, and Parent's email address when a Child User registers for the Service, as well as any other personal information a Parent adds to a Child User's account, as described above. We collect information about the Child User's use of the Service (lessons completed, badges earned) as well as content the Child posts to the Service if such functionality is enabled by the Parent. We also collect usage and device information, as described in our Privacy Policy. We use this information to provide the Service to the Child User and for the purposes described in in our Privacy Policy's section "How we use the information we collect." We use the Parent's email address to communicate messages about the account.

#### 6. How do we disclose information relating to a Child User?

As described above, Restricted Accounts have limited data sharing capabilities. A username and progress information, along with any personal information the Parent added to the Child's profile, is shared with a Coach or teacher added to the Child User's account, though a Parent Account may restrict the Child User from adding Coaches to the account. Parents may also enable additional data sharing features through a Parent Account, for example, by adding profile information and permitting the profile to be shared with Coaches and other users, or enabling the Child User to post content (e.g., questions and answers) to the Service. Parents that enable content-posting features should be aware that a Child User could post personally identifiable information in free-form content on the Service, and should monitor the Child User's posts and delete personal information if needed. We may also disclose personal information of Child Users for business purposes, as described in the Privacy Policy section "Other instances where we may share or disclose information for legal or business purposes."

# 7. Third party tracking and online advertising.

Khan Academy does not display any targeted advertising on the Service. We do not disclose personal information of Child Users for direct marketing purposes or for targeted advertising purposes. While we do permit third party advertising partners to operate on our Service for the purpose of retargeting, analytics and attribution services (See our Privacy Policy section "Third Parties and Online Advertising"), we take steps to disable third party ad networks on webpages with child-directed content or when a Child User logs into a Restricted Account on the Service.

#### YouTube

Khan Academy uses YouTube to display video content on the Service. YouTube incorporates tracking technologies, which may be present in the YouTube videos embedded on the Service, which may collect information from your browser when you view the video on the Service, including device identifiers and/or cookie IDs. This information is collected directly and automatically by YouTube and its partners, and Khan Academy does not participate in these data transmissions. Khan Academy does not provide any personal information, such as usernames, to YouTube.

Khan Academy has taken steps to minimize this tracking activity, to the extent we have controls over a third-party's practices. We have turned on "Privacy-Enhanced Mode" for YouTube videos displayed on the Service. We also utilize Google's "child-directed treatment" tags to alert Google that these YouTube videos may be embedded on webpages visited by children under the age of 13. You can learn more about Google's practices at <a href="http://www.google.com/policies/privacy/partners">http://www.google.com/policies/privacy/partners</a>. You may also be able to control ad tracking through YouTube by visiting the Google Ad Settings page, currently available at: <a href="https://adssettings.google.com">https://adssettings.google.com</a>.

# 8. How to access, modify and delete your Child's personal information.

As a Parent, you have the ability to access control information about your Child User in the "Your Children" section of your Parent Account. To refuse future collection or use of your child's Personal Information, you can delete your Child User's Account by following the instructions in our <u>FAQ</u>. Please note, you must delete your Child User's account <u>before</u> you delete the Parent Account.

If you do not have a Parent Account associated with your Child User's Restricted Account, you may contact us at <a href="http://khan.co/KA-support">http://khan.co/KA-support</a> to access or delete the Child User's account. Please note you will need the Child User's username, and we may take steps to authenticate your identity before we can provide access to the Restricted Account.