

March 13, 2020

To: Carleen Powell  
School: Florence Elementary School, KY

PREPARED BY:

Vianca Jaramillo

P: 704-557-2470

E: [vjaramillo@discovered.com](mailto:vjaramillo@discovered.com)

## RENEWAL OF DISCOVERY EDUCATION EXPERIENCE

Discovery Education Experience is a comprehensive digital solution that supplements instruction across all K-12 curricular areas and helps your students build mastery in interpreting, understanding and evaluating information. It provides teachers with the tools to teach students to think critically about the content they use, see, and experience in their daily lives and to ask questions about the world around them. Resources are aligned to state standards and searchable by grade, subject, and asset type. Teacher resources include lesson plans, instructional strategies and content collections organized around themes. Students can access images, primary source documents, podcasts, oral interviews, songs, sound effects, articles, and videos, to name a few.

**1 YEAR TERM: Term Dates: 07/01/2020 – 06/30/2021**

# of Schools	Licensed School	Price Per School	Your Total Per year	Term Dates
1	Florence Elementary School, KY	\$1865	\$1865	07/01/2020 – 06/30/2021
<b>Total</b>		<b>\$1865</b>		

## TERMS

1. To expedite renewal account activation process, please verify the name, location and desired Discovery Education service(s) for all schools with your agreement of this proposal.
2. The terms and conditions set forth herein shall not be binding on either party until such time as the parties enter into and execute a Subscriber Agreement. The terms herein are confidential and may not be disclosed without written consent of Discovery Education, Inc.

Thank you for your continued support of Discovery Education services. I look forward to continuing our partnership with you at Discovery Education

Sincerely,

**Vianca Jaramillo**  
Partner Success Coordinator  
Discovery Education





*Discover Streaming*

# Privacy Policy

**Last Updated: December 30, 2019**

Effective December 30, 2019, this Privacy Policy ("Policy") describes how Discovery Education, Inc., a North Carolina registered corporation, whose main office is located at 4350 Congress Street, Suite 700, Charlotte, NC 28209, ("Discovery Education," "we," "us," or "our") collects, uses, and otherwise processes personal information about our customers and users of our websites and services.

## 1. Introduction

Discovery Education is an online education service provider that produces and delivers high-quality digital content for K-12 education and beyond, including textbooks, streaming media and other rich content. The services we offer enable teachers and students to participate in enhanced learning experiences.

We respect the privacy of students, our customers, and users of our websites and services, and have developed this Policy to demonstrate our commitment to protecting your privacy. In order to deliver our services to you, from time to time we collect personal information. The information we collect from you, along with the content that you use on our services and the data on how you use our websites and services help us to provide a range of services that meet your needs.

Please read this Policy carefully. It is your choice whether or not to provide personal information to us. If you choose not to provide your personal information to us, you may not be able to use our services.

[Cookies Settings](#)

By clicking "Accept Cookies", you agree to the storing of cookies on your device to enhance site navigation, analyze site usage, and assist in our marketing efforts. [Cookie Policy](#)

Accept Cookies



and users of the password-protected online subscription services (collectively, the "Subscription Services") where this Policy is posted.

For the purposes of this Policy, the term "Websites" shall refer collectively to [www.discoveryeducation.com](http://www.discoveryeducation.com) as well as the other websites that we operate and that link to this Policy.

In this Policy, "personal information" means information relating to an identified or identifiable natural person. An identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, and online identifier or to one or more factors specific to his/her physical, physiological, genetic, mental, economic, cultural, or social identity. Personal information does not include aggregate information or de-identified information, meaning that the information can no longer be attributed to an identifiable natural person without the use of additional information. Additionally, personal information does not include publicly available information, which is information that is lawfully made available from federal, state, or local government records.

Personal information is required for us to be able to provide the services to you. In addition, some of the services we provide require that we disclose your personal information to third parties, such as to companies that help us to provide our services. If you are not willing to provide your personal information and have it disclosed to third parties in accordance with this Policy, you will not be able to use our services.

Our Websites and Subscription Services may contain links to other websites that do not operate under this Policy. These third-party websites may independently solicit and collect personal information from you. We encourage you to review the privacy statements of all third-party websites you visit to understand their information practices.

While we strongly support the protection of privacy on the Internet, we do not have control over, and cannot be responsible for, the actions of other third parties. We encourage you to review each such third party's privacy statement and otherwise understand its privacy practices, before providing personal information directly to it.

[Cookies Settings](#)

By clicking "Accept Cookies", you agree to the storing of cookies on your device to enhance site navigation, analyze site usage, and assist in our marketing efforts. [Cookie Policy](#)

Accept Cookies



We collect personal information to operate effectively and provide you with the best experiences with our services. You provide some of this information directly, such as when you create an account or contact us for support. We get some of your information, such as your IP address, by recording how you interact with our services. We may also get information about you from your school to register you for the Subscription Services. We may also get information about teachers, educators, and school administrators from other third parties, such as entities that license datasets of teachers, educators, and school administrators.

We may receive and collect certain personal information automatically, as outlined elsewhere in this Policy, including information collected by Google Analytics regarding our Websites and Subscription Services, information your Internet browser automatically sends when you visit our Websites and Subscription Services, and information collected by cookies. We may collect personal information that can identify you such as your name and email address, and other information that does not identify you.

### Information Provided by You

We collect the following types of personal information from you when you access and browse our Websites (including when you submit personal information to us through data entry fields on the website), access the Subscription Services, enter a competition or contest, and where we provide other services to you.

The most common of these circumstances where you would provide personal information and the categories of personal information we collect in those circumstances include the following:

i. Using Our Subscription Services. In order to use certain features of our Websites and Subscription Services, you (or your school) may be required to create a password-protected user account and provide us with personal information, including first name, middle initial, last name, username (Logon ID), password, teacher ID, teacher email, student ID, student grade, and parent/guardian email. We will store and use this information to administer the Websites and Subscription Services in which you choose to participate, and as permitted by

[Cookies Settings](#)

By clicking "Accept Cookies", you agree to the storing of cookies on your device to enhance site navigation, analyze site usage, and assist in our marketing efforts. [Cookie Policy](#)

Accept Cookies



to provide, or confirm, personal information, including your first and last name, job title, email address, phone number, city, state, school or district, so that we can better serve you.

iv. Entering a promotion, consent or sweepstakes. If you enter a promotion, consent or sweepstakes we offer, we may ask you to provide personal information, including first name, last name, birth date and/or age, home address, email address, grade, school, and/or a video, so that we can consider your entry and, if you win, so that you may redeem your prize.

v. Newsletter. For non-student users of the Subscription Services, we may collect your email address, first and last name, and zip code if you sign up for an online newsletter.

vi. Participating in a survey. If you participate in a survey, we may ask you to provide your session ID, job title, grade level you teach, your school name, and your school district for internal analysis, research studies, and to support product and services development.

vii. Promotional or Marketing Communications. If you sign up to receive promotional communications or notifications from us, we may ask you to provide personal information, including name and email address, so that we can provide these to you.

The above list provides examples of the personal information that may be collected when using the Subscription Services. **If you do not want Discovery Education to collect your personal information, please do not provide it to us.**

### **Information that We Collect Automatically From You On Our Websites and Subscription Services**

We also may use various technologies to collect information from your computer or device and about your activities on our Websites and Subscription Services.

i. Information collected automatically. We may automatically collect information from you when you visit our Websites and Subscription Services. We use this information to deliver our webpages to you upon request, to tailor our Subscription Services to the interests of our users and to measure traffic within our Subscription Services. This information may also

[Cookies Settings](#)

By clicking "Accept Cookies", you agree to the storing of cookies on your device to enhance site navigation, analyze site usage, and assist in our marketing efforts. [Cookie Policy](#)

Accept Cookies



information about you, including but not limited to your other likes, your email address, place of residence and other information from your public profile if you interact with our social media pages, DE Facebook, Twitter, LinkedIn, etc., so we can tailor our interactions to you. Please see the privacy policy for the applicable social media site to learn more about how these sites share your personal information.

iii. Cookies. When you visit our Websites and/or Subscription Services, we may assign your computer one or more cookies to help you navigate our website efficiently, to personalize your online experience, and to perform certain functions, including website traffic analysis. Through the use of a cookie, we also may automatically collect information about your online activity on our site, such as the web pages you visit, the links you click, and the searches you conduct on our site. Most browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies. If you choose to decline cookies please note that you may not be able to sign in or use some of the interactive features offered on our Websites and Subscription Services. A cookie is a small text file that is stored on a user's computer for record keeping purposes. Cookies can be either session cookies or persistent cookies. A session cookie expires when you close your browser and is used to make it easier for you to navigate our website. A persistent cookie remains on your hard drive for an extended period of time. For example, when you sign in to our Websites and Subscription Services, we will record your username (Logon ID), and the name on your user account in the cookie file on your computer. We store your unique user ID in a cookie for automatic sign-in. This cookie is removed when you sign-out. For security purposes, we will encrypt the unique user ID and any other user account-related data that we store in such cookies. In the case of sites and services that do not use a user ID, the cookie will contain a unique identifier. We may allow our authorized service providers to serve cookies from our website to allow them to assist us in various activities, such as doing analysis and research on the effectiveness of our site, content and advertising. You may delete or decline cookies by changing your browser settings (click "Help" in the toolbar of most browsers for instructions). If you do so, some of the features and services of our Websites and/or Subscription Services may not function properly. To read more about how we use cookies, please review our Cookie Policy, <https://www.discoveryeducation.com/learn/cookie-policy/>

[Cookies Settings](#)

By clicking "Accept Cookies", you agree to the storing of cookies on your device to enhance site navigation, analyze site usage, and assist in our marketing efforts. [Cookie Policy](#)

Accept Cookies



Services visitors, to deliver targeted advertisements, and to measure the overall effectiveness of our online advertising, content, programming or other activities. Web beacons (also known as clear gifs, pixel tags or web bugs) are tiny graphics with a unique identifier, similar in function to cookies, and are used to track the online movements of web users or to access cookies. Unlike cookies, which are stored on the user's computer hard drive, web beacons are embedded invisibly on the web pages (or in email) and are about the size of the period at the end of this sentence. Web beacons may be used to deliver or communicate with cookies, to count users who have visited certain pages and to understand usage patterns. We also may receive an anonymous identification number if you come to our site from an online advertisement displayed on a third-party website.

### Information Collected From Other Sources

We may also obtain both personal and non-personal information about you from advertising companies, and ad networks business partners, contractors and other third parties and add it to our account information or other information we have collected. We may combine this information with information we collect through our Websites or from other sources.

## 4. How We Use Personal Information

We use the personal information we collect for a variety of purposes. The legal basis for our processing of personal information will depend on the specific context in which we collect it. We will retain personal information for as long as it is needed.

### General Uses

Our purpose when collecting, storing, and using information is to provide you the most engaging and rewarding experience with our Websites and Subscription Services and to ensure you have full access to our sites pursuant to our Terms of Use. We may use information that we collect about you to:

[Cookies Settings](#)

By clicking "Accept Cookies", you agree to the storing of cookies on your device to enhance site navigation, analyze site usage, and assist in our marketing efforts. [Cookie Policy](#)

Accept Cookies





Discovery Education information, and for other users of our Subscription Services who have provided contact information through the Websites or otherwise, to alert you to Service enhancements, new content, professional development opportunities, special events, educational programs and news from Discovery Education;

- Complete a transaction or service requested by you;
- Ensure the Subscription Services are relevant to your needs;
- Help us create and publish content most relevant and impactful to you;
- Notify you about a change to this Privacy Policy or our Terms of Use, if necessary;
- Allow you access to limited-entry areas of the Subscription Services;
- Contact you in response to sign up forms such as Contact Us or Order Inquiry;
- Perform research and analysis about your use of, or interest in, our products, services, or content;
- Communicate with you by e-mail, postal mail, telephone and/or mobile devices about our products or services that may be of interest to you;
- Develop and display content and advertising tailored to your interests on our site and other sites;
- Verify your eligibility and deliver prizes in connection with promotions, contests and sweepstakes;
- Enforce our terms and conditions;
- Manage our business and perform functions as otherwise described to you at the time of collection;
- Track and analyze non-identifying and aggregate usage and volume statistical information from our visitors and customers and provide such information to third parties;
- For legal compliance purposes;
- Protect against or identify possible fraudulent transactions, and otherwise as needed to manage our business;
- Keeping our websites, apps, products and IT systems secure;
- Ensuring that our own processes, procedures and systems are as efficient as possible;
- Analyzing and enhancing the information that we collect, with the goal of reducing what information we collect;
- For service administration requirements where we need to contact you for reasons related

[Cookies Settings](#)

By clicking "Accept Cookies", you agree to the storing of cookies on your device to enhance site navigation, analyze site usage, and assist in our marketing efforts. [Cookie Policy](#)

Accept Cookies



## Legal Basis for Processing (GDPR)

If the General Data Protection Regulation (GDPR) is applicable, our legal basis for processing your personal information will depend on the personal information concerned and the specific context in which we collect it.

When we have collected your personal data to provide you with products and services that you have requested, our legal basis for the processing of that personal data is that it is necessary for the performance of a contract to which you are a party or in order to take steps at your request prior to entering into a contract. If you refuse to provide us with your personal data, you may be unable to obtain the products and services from us that you requested.

We also collect and process personal information about you as necessary to operate our business, meet our contractual and legal obligations, and/or fulfill our other legitimate interests (when not overridden by your data protection interests or fundamental rights and freedoms).

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

## How Long We Retain Your Personal Information

We will retain your personal information for as long as is needed to fulfill the purposes set forth in this Policy, unless a longer retention period is required or permitted by law (such as tax, accounting, or other legal requirements).

Upon expiration or termination of any subscriber agreement, we destroy personal information previously received from the subscriber/customer when the subscriber signed up for the Subscription Services along with information relating to the subscriber/customer's use of the Subscription Services no later than sixty (60) days following such termination, unless a reasonable written request is submitted by

[Cookies Settings](#)

By clicking "Accept Cookies", you agree to the storing of cookies on your device to enhance site navigation, analyze site usage, and assist in our marketing efforts. [Cookie Policy](#)

Accept Cookies



protect rights and safety; and with your consent.

We may share personal information with:

**Authorized service providers:** We may share your personal information with our authorized service providers that perform certain services on our behalf. These services may include delivering our Website or Subscription Services to you or providing customer service and support to the Services you have licensed, providing marketing to you, performing business and sales analysis, supporting our Website and Subscription Service functionality, conducting surveys and research for product development and improvement, and supporting contests, promotions, sweepstakes, surveys and other features offered through our Websites and Subscription Services. The research reports and white papers do not contain personal information.

**Corporate Education partners:** When you engage in promotions, contests and/or sweepstakes offered through our Websites, we may share personal information with third party service providers that administer the promotion, contest and/or sweepstake, and we may share personal information of the winner of the promotion, contest and/or sweepstake with the corporate education partner who sponsored or funded the promotion, contest and/or sweepstake. When you elect to engage in a particular promotion, contest and/or sweepstake program, you authorize us to provide your name, email address and other information to that third party service provider and corporate education partner. We also share aggregate usage and statistical reports relating to usage of the Websites with our corporate education partners. These reports do not contain personal information.

**Other situations:** We also may disclose your information:

- i. In response to a subpoena or similar investigative demand, a court order, or a request for cooperation from a law enforcement or other government agency; to establish or exercise our legal rights; to defend against legal claims; or as otherwise required by law. In such cases, we may raise or waive any legal objection or right available to us.
- ii. When we believe disclosure is appropriate in connection with efforts to investigate.

[Cookies Settings](#)

By clicking "Accept Cookies", you agree to the storing of cookies on your device to enhance site navigation, analyze site usage, and assist in our marketing efforts. [Cookie Policy](#)

Accept Cookies



iv. When you provide us with your consent to share your information with third parties.

**Third-Party Privacy Policies:** Any third parties to whom we may disclose personal information may have their own privacy policies which describe how they use and disclose personal information. Those policies will govern use, handling and disclosure of your personal information once we have shared it with those third parties as described in this Policy. If you want to learn more about their privacy practices, we encourage you to visit the websites of those third parties. These entities or their servers may be located either inside or outside the United States.

**Aggregated and Non-personal Information:**

We may share aggregated and non-personal information we collect under any of the circumstances set forth in this Policy. We may share aggregated information with third parties, including advisors, corporate partners, and potential customers, for the purpose of conducting general business analysis. For example, we may tell our advertisers the number of visitors to our Websites and Subscription Services and the most popular features or services accessed. This information does not contain any personal information and may be used to develop website content and services that we hope you and other users will find of interest and to target content and advertising.

## 6. International Transfer of Information (GDPR)

Your personal information may be transferred to, stored, and processed within the United States. Additionally, we may transfer your personal information to other countries in certain circumstances, for example because a server or third party service provider is located there. BY PROVIDING YOUR PERSONAL INFORMATION TO US, YOU ARE CONSENTING TO ANY TRANSFER, STORAGE, AND PROCESSING IN ACCORDANCE WITH THIS POLICY.

There are potential risks to you associated with transferring your information to the United

[Cookies Settings](#)

By clicking "Accept Cookies", you agree to the storing of cookies on your device to enhance site navigation, analyze site usage, and assist in our marketing efforts. [Cookie Policy](#)

Accept Cookies

## 7. Your Privacy Rights

You may have certain rights in relation to your personal information. If you would like to exercise any of them, please contact us (contact details below).

We will consider all such requests and provide our response within a reasonable period (and in any event within any time period required by applicable law). Please note, however, that certain personal information may be exempt from such requests in certain circumstances.

If an exception applies, we will tell you this when responding to your request. We may request you provide us with information necessary to confirm your identity before responding to any request you make.

### **How You Can Access or Request to Delete Your Information**

If you have an online account with us, you have the ability to review and update your personal information online by logging into your account. You can also review and update your personal information by contacting your school.

If you are a user of the Subscription Services, you may request to have your personal information that you provided when you subscribed along with the information relating to your use of the Subscription Services removed from our databases by submitting a request to our contact information set forth at the end of this Policy, and insert "Privacy Rights Request" in the subject line. We will remove such information as soon as practicable for us, however, we may still retain certain information associated with your account for analytical purposes and record keeping integrity, as well as to prevent fraud, collect any fees owed, enforce our terms and conditions, take actions we deem necessary to protect the integrity of our web site or our users, or take other actions otherwise permitted by applicable law. In addition, if certain information has already been provided to third parties as described in this Policy, retention of that information may be subject to those third

[Cookies Settings](#)

By clicking "Accept Cookies", you agree to the storing of cookies on your device to enhance site navigation, analyze site usage, and assist in our marketing efforts. [Cookie Policy](#)

Accept Cookies



other transactions on our website.

## Opt-Out

At any time you can choose to no longer receive commercial or promotional emails or newsletters from us by modifying your email preferences by selecting the "Opt-Out" link found in the footer of the communication or on our Websites and following the instructions or contacting us. Non-student users of the Subscription Services may be given a choice as to whether you want to receive e-mail messages about products and services related to your interest. You may modify your choice at any time by using the "Opt-Out" link as described above.

You also will be given the opportunity, in any commercial e-mail that we send to you, to opt out of receiving such messages in the future. It may take up to thirty (30) days for us to process an opt-out request. We may send you other types of transactional and relationship e-mail communications, such as service announcements, administrative notices, and surveys, without offering you the opportunity to opt out of receiving them. Please note that changing information in your account, or otherwise opting out of receipt of promotional email communications will only affect future activities or communications from us.

Even if you opt-out of receiving promotional or marketing communications, you may continue to receive emails and notifications relating to your subscription, service announcements, administrative notices, surveys, and/or other business-related communications.

## 8. Additional Privacy Rights for California Residents Only

In this section, we provide additional information to California residents about the personal information we have collected and their rights under the California Consumer Privacy Act of 2018 ("CCPA"). These rights are subject to certain limitations. This section does not apply to personal information we collect about job applicants, independent contractors, current or

[Cookies Settings](#)

By clicking "Accept Cookies", you agree to the storing of cookies on your device to enhance site navigation, analyze site usage, and assist in our marketing efforts. [Cookie Policy](#)

Accept Cookies



services, personalize our services, advertising, marketing and promotional purposes, internal operations, securing and protecting our business, and complying with legal obligations.

## Categories of Personal Information We Collect

We collect the following categories of personal information from the sources identified above (Overview of Categories of Personal Information We Collect Section) and for the purposes described above (How We Use Personal Information Section).

**Name, contact information and other identifiers**, including but not limited to real name, email address, IP address, home address, business address, phone number, unique personal identifier, online identifier, internet protocol (IP) address, and username (Logon ID).

**Age or date of birth**

**Internet or other electronic network activity information**, including but not limited to browsing history, search history, and information regarding a user's interaction with Websites and Subscription Services, other internet websites, or advertisements.

**Geolocation data**, including but not limited to city, state, and zip code.

**Audio, electronic, visual, thermal, olfactory, or similar information**, including but not limited to videos and photographs.

**Professional or employment-related information**, including but not limited to job title, school name, and school district name.

## California Residents' Rights

If you are a California resident, the CCPA grants you the following rights:

**Request to Know.** California residents have a right to request us to disclose the certain details about our collection of their personal information, including:

- the categories of personal information collected,
- the categories of sources from which the personal information is collected,
- the business and/or commercial purposes for collecting and selling their personal information, and
- the categories of third parties with whom we have shared personal information.

[Cookies Settings](#)

By clicking "Accept Cookies", you agree to the storing of cookies on your device to enhance site navigation, analyze site usage, and assist in our marketing efforts. [Cookie Policy](#)

Accept Cookies



insurance.

California residents may make up to two Requests to Know in a 12-month period.

**Request to Delete.** Subject to certain exemptions, California residents have a right to request Discovery Education delete any personal information about them that we have collected from them.

**Right to Opt-out of Sale of Personal Information.** The CCPA gives California residents the right to opt-out of the sale of their personal information. We do not sell your personal information.

California residents have the right not to face discrimination for exercising any of their rights under the CCPA.

#### **How to Submit a Request to Know or to Delete.**

If you are a California resident and would like to make such a request, please email: [privacy@discoveryed.com](mailto:privacy@discoveryed.com) and insert "California Privacy Rights Request" in the subject line or call this toll free number: 1-800-323-9084. We will respond to verifiable requests received from California residents as required by law.

#### **Do Not Track Disclosure**

Discovery Education does not support Do Not Track browser settings and does not currently participate in any "Do Not Track" frameworks that would allow us to respond to signals or other mechanisms from you regarding the collection of your personal information.

## 9. GDPR Privacy Rights

If you are an individual located in the EU, you may have additional rights available to you under applicable laws, including:

By clicking "Accept Cookies", you agree to the storing of cookies on your device to enhance site navigation, analyze site usage, and assist in our marketing efforts. [Cookie Policy](#)

[Cookies Settings](#)

Accept Cookies





the protection of the rights of another person. You may have the right to request that we stop processing your personal information and/or to stop sending you marketing communications. In certain circumstances, you may have the right to be provided with your personal information in a structured, machine readable and commonly used format and to request that we transfer the personal information to another data controller without hindrance. Where our processing of your personal information is based on your consent, you have the right to withdraw your consent at any time. This does not affect the lawfulness of the processing based on consent before its withdrawal. You also have the right to lodge a complaint with a supervisory authority, in particular in the EU Member State of your habitual residence, place of work, or place of an alleged infringement of the applicable data protection law.

If you would like to make such a request, please email: [privacy@discoveryed.com](mailto:privacy@discoveryed.com) and insert "GDPR Privacy Rights Request" in the subject line or call this toll free number: 1-800-323-9084. To protect your privacy and security, we may take steps to verify your identity before taking action on your request.

## 10. Children's Personal Information

In most instances, Discovery Education will only request the first name and email address of a child in order to complete an immediate request from the child. **The information that is collected will only be used for the requested purpose and will be deleted after such use.**

For students using the Subscription Services, any personal information that may be provided, which may include, but is not limited to, first and last name, grade and school, will be provided by the school district, individual school, or individual using the Subscription Service.

### Use of Personal Information Collected from Children

When we collect personal information from children, we will only use that information for

[Cookies Settings](#)

By clicking "Accept Cookies", you agree to the storing of cookies on your device to enhance site navigation, analyze site usage, and assist in our marketing efforts. [Cookie Policy](#)

Accept Cookies



provision of services in the following limited instances:

- We may share such information with service providers who help Discovery Education maintain the Services and provide other administrative services to us. We seek to ensure that these service providers may not use the personal information for any other purpose. These service providers have agreed to maintain the confidentiality, security and integrity of the personal information.
- We may disclose a child's personal information to third parties if we believe we are required to do so in order to comply with law (including court orders and subpoenas); to comply with requests from law enforcement agencies or the government; to enforce our Terms of Use; to protect our rights, privacy, safety or property and the rights, privacy, safety or property of our employees or other users of our Subscription Services; to protect our operations; and to permit us to pursue available remedies or limit the damages that we may sustain.

### **Note to Parents and Legal Guardians**

Please contact Discovery Education at any time regarding privacy questions or concerns, or to request to review what personal information we have collected from a child. Parents may also contact us at any time to request that we delete the personal information of a child or a parent and/or refuse to permit further collection or use of a child's information. We will take steps to verify that any person contacting us for a child's information is that child's parent or guardian.

Discovery Education, Inc.  
4350 Congress Street  
Suite 700  
Charlotte, NC 28209  
Tel: 1-800-323-9084  
Email: [privacy@discoveryed.com](mailto:privacy@discoveryed.com)

## 11. Other Important Information

[Cookies Settings](#)

By clicking "Accept Cookies", you agree to the storing of cookies on your device to enhance site navigation, analyze site usage, and assist in our marketing efforts. [Cookie Policy](#)

Accept Cookies



personal information provided to us.

While we are focused on the security of your personal information and follow strict standards, processes and procedures that are designed to protect your personal information, you must remember that the Internet is a global communications vehicle open to threats, viruses and intrusions from others and so we cannot promise, and you should not expect, that we will be able to protect your personal information at all times and in all circumstances.

Users should also take care with how they handle and disclose their personal information and should avoid sending personal information through insecure email. Please refer to the Federal Trade Commission's website at <http://www.ftc.gov> for information about how to protect yourself against identity theft.

### **No Rights of Third Parties**

This Policy does not create rights enforceable by third parties.

### **Changes to this Policy**

We will occasionally update this Policy to reflect material changes in our privacy practices. If we make any material changes in the way we collect, use, and/or share your personal information, we will notify you by posting the modified Policy on our Websites and Subscription Services and indicating at the top of the Policy the date it was last updated. We may also notify you by sending you an e-mail. We encourage you to review the Policy each time you visit one of our Websites and Subscription Services to see if this Policy has been updated since your last visit to make sure you understand how your personal information will be processed.

## **12. Age Screening**

If we become aware that we have inadvertently received personally identifiable

[Cookies Settings](#)

By clicking "Accept Cookies", you agree to the storing of cookies on your device to enhance site navigation, analyze site usage, and assist in our marketing efforts. [Cookie Policy](#)

Accept Cookies



If you have any questions about this Policy or our privacy practices, please contact us by e-mail or postal mail as follows:

Discovery Education, Inc.  
Attn: Data Protection Officer  
4350 Congress Street  
Suite 700  
Charlotte, NC 28209  
Email: [privacy@discoveryed.com](mailto:privacy@discoveryed.com)  
Tel: 1-800-323-9084



## COMPANY

Curriculum Team

Corporate Underwriting

Careers

News

Events

[Cookies Settings](#)

By clicking "Accept Cookies", you agree to the storing of cookies on your device to enhance site navigation, analyze site usage, and assist in our marketing efforts. [Cookie Policy](#)

Accept Cookies



---

[Contact Us](#)

[Technical Requirements](#)



[TERMS OF USE](#)

[PRIVACY POLICY](#)

[SITEMAP](#)

Copyright © 2020 Discovery Education. All rights reserved.

[Cookies Settings](#)

By clicking "Accept Cookies", you agree to the storing of cookies on your device to enhance site navigation, analyze site usage, and assist in our marketing efforts. [Cookie Policy](#)

Accept Cookies



May

# Discovery Education Subscription Services: TERMS OF USE

PLEASE READ CAREFULLY BEFORE USING THIS WEBSITE. BY ACCESSING AND USING THIS WEBSITE, YOU AGREE TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS SET FORTH HEREIN. IF YOU DO NOT AGREE, DO NOT USE THIS WEBSITE.

## I. Grant of Rights.

Pursuant to a subscriber agreement, purchase agreement, or other similar agreement (herein, the "Agreement") between Discovery Education, Inc. (or one of its related entities) ("Discovery Education"), or its authorized distributor, and the subscribing/purchasing entity (herein, "Subscriber"), for a subscription, license (or the equivalent) to a Discovery Education Subscription Service, including but not limited to, the services currently known as, Discovery Education Streaming, Discovery Education Streaming Plus, Discovery Education Health, Discovery Education Science, Discovery Education Techbook, (and other such services as Discovery Education may introduce from time to time), Discovery Education has granted to Subscriber, and the authorized educators, administrators and students under the Agreement (or, as otherwise defined in the Agreement, the "Users"), for the term of the applicable Agreement, a limited, non-exclusive, terminable, non-transferable license to access a Discovery Education Subscription Service (the "Website") and any and all content included therein (the "Content"), and to download, stream, and edit the Content pursuant to the terms and conditions set forth in the Agreement and these Terms of Use, such grant of rights subject to Discovery Education's rights thereto.

Discovery Education may, in its sole discretion, make changes to the Website and/or the Content, including but not limited to adding and/or removing video titles or other Content, adding closed-captioning, and implementing new encoding rates.

All rights not expressly granted to Subscriber and its Users pursuant to the Agreement are reserved to Discovery Education, and all uses of the Content by Subscriber and its Users not expressly permitted hereunder are prohibited.

## II. Permitted and Prohibited Uses.

**a. Use for Educational, Non-Commercial Purposes Only.** Subscriber and its Users may use the Website and the Content for bona fide educational and research purposes only, and may not use them in any commercial or for-profit manner.

Discovery Education reserves the right, in its sole and absolute discretion, to limit Subscriber's and/or any Users' use of the Website in the event that Discovery Education, in its sole and absolute discretion, deems Subscriber's and/or such Users' use thereof to be inconsistent with educational and research purposes, and/or inconsistent with these Terms of Use.

**b. Downloading of Content.** Users may download, for noncommercial instructional use, including for lesson plans, copies of (i) images and (ii) videos and video clips designated on the website as downloadable. Copies must be deleted or erased after use or expiration of the Term, whichever occurs first. Such downloading shall be for individual User convenience only, and Users may not (1) systematically download any of the Content, (2) create distribution "libraries", or (3) transfer, sell, rent, display, or exhibit any of the Content to any third party outside of the Community (as defined in the Agreement).

**c. Editing Content.** Users may edit videos and video clips designated on the Website as editable, solely in connection with classroom or other school-related projects. Such videos and video clips, as edited by User, as well as any work containing User-edited videos or video clips, may not contain any libelous or unlawful materials or content or any commercial advertising materials, will not infringe upon any party's proprietary rights, including but not limited to statutory or common-law copyright, trademark and right of privacy, and may not violate any law, regulation or right of any kind whatsoever or give rise to any actionable claim or liability. Under no circumstances may a User convert the Content

from digital to analog format, such as by recording a video clip onto a DVD. Violation of this Section II(c) may constitute copyright infringement.

User must maintain all copyright, trademark and proprietary notices included with, attached to or embedded all editable videos and video clips without modification, obstruction or deletion.

The Content may include certain ancillary educational materials, such as student activity sheets, blackline masters and teachers' guides ("Ancillary Materials"). User may modify, alter and revise the Ancillary Materials to meet specific instructional needs, provided that the following statement is prominently displayed on all such revised Ancillary Materials, in addition to any other proprietary notices, and with the understanding that Discovery Education or its content provider shall continue to own the Ancillary Materials: "Revised with the permission of Discovery Education. Discovery Education and its content providers are not responsible for the content or accuracy of the revision".

**d. Dissemination of Content.** In the course of using any Content as permitted hereunder, Subscriber and its Users may not make the Content, or any part thereof, available to any party who is not a Subscriber or a User, except as permitted herein. Subscriber and its Users must ensure that the Content is at all times kept on a secure server, viewable only by Subscribers and/or its Users. If Subscriber wishes to use a third party to host the Content, Subscriber shall notify Discovery Education, and Discovery Education shall have the right to approve the use of such host in advance, in writing, and to approve the terms of agreement between such host and Subscriber. Notwithstanding the foregoing, if Subscriber chooses to use a third party host, Discovery Education disclaims all liability to Subscriber in connection with such third party host, and Discovery Education shall have no responsibility to Subscriber to ensure that such third party host maintains its service. In addition, any Subscriber or User using the Local Host support option must use the Website, rather than a local directory, to search for and access the Content.

**e. Prohibited Uses.** Except as expressly set forth herein, neither Subscriber nor the Users may (i) copy, reproduce, alter, modify, transmit, perform, create derivative works of, publish, sub-license, distribute, or circulate the Website, the Content, or any portion thereof; (ii) disassemble, decompile, or reverse engineer the Website or any portion thereof, or use a robot, spider, or any similar device to copy or catalog the Content or any portion thereof; (iii) take any actions, whether intentional or unintentional, that may circumvent, disable, damage or impair the Website's or the Content's control or security systems, nor allow or assist a third party to do so; or (iv) use the Content in a manner that disparages the Website, the Content or Discovery Education or its content providers, or in any manner that Discovery Education may, in its sole discretion, deem inappropriate.

Subscriber and the Users acknowledge and agree that the Website and the Content possess a special, unique and extraordinary character that makes difficult the assessment of the monetary damages that would be sustained as a result of unauthorized use, and that unauthorized use may cause immediate and irreparable damage to Discovery Education for which Discovery Education would not have an adequate remedy at law. Therefore, Subscriber agrees that, in the event of such unauthorized use, in addition to such other legal and equitable rights and remedies as may be available to Discovery Education, Discovery Education shall be entitled to seek injunctive and other equitable relief without the necessity of proving damages or furnishing a bond or other security.

### **III. Ownership.**

As between Subscriber, the Users, and Discovery Education, the Website and the Content are the property of Discovery Education, and are protected by United States and international copyright and trademark law. By using the Website and the Content, even as permitted hereunder, neither Subscriber nor any of its Users gain any ownership interest in the Website or the Content.

### **IV. Security and Use of Passwords.**

Each User shall have a valid username, password, passcode, and in certain circumstances, IP authentication, for the purpose of accessing the Website and the Content (the "Log-In Information"). Subscriber and its Users must keep all Log-In Information strictly confidential, and all Log-In Information may be used only by the assigned User. Subscriber and its Users are responsible for maintaining the security and confidentiality of all Log-In Information, and for preventing access to the Website and/or the Content by unauthorized persons using a User's Log-In Information. Unauthorized



access to or use of the Website and/or the Content by someone using a User's Log-In information may be attributed to such User. Subscriber acknowledges that Discovery Education may require access to Subscriber's systems in order to perform single sign-on integration services to facilitate User access to the Website and Content. Subscriber hereby grants to Discovery Education a limited license to access such systems.

#### **V. Citations.**

User must include citation information, including Discovery Education or the applicable content provider (if identified) as the source, for all portions of the Content used in any end product.

#### **VI. User Contributions.**

Users may have the opportunity, at Discovery Education's discretion, to contribute User-created content, materials, and/or information to certain areas of the Website. Users who choose to contribute such content, materials, and/or information, or any other content, materials, and/or information, agree to the terms set forth in the User Generated Content Policy.

#### **VII. Communications from Discovery Education.**

Discovery Education may periodically contact Users for customer service purposes. By accessing the Website and the Content, Users consent to receive such communications. Subscriber shall promptly provide Discovery Education with any and all information regarding its Users and/or use of the Website and the Content by its Users that Discovery Education reasonably requests. Subscriber agrees that Discovery Education may reference its business relationship with Subscriber in its marketing, press releases or sales materials.

#### **VIII. Changes to Terms of Use.**

**Discovery Education reserves the right to change these Terms of Use from time to time. Such changes will become effective when Discovery Education posts the revised Terms of Use on the Website. Users should check the Terms of Use from time to time, as they are bound by the Terms of Use posted on the Website at the time of access. Any revised Terms of Use shall supersede all previous versions.**

#### **IX. Termination of the Agreement; Effect of Termination or Expiration**

In the event that Subscriber breaches any term of the Agreement, or Subscriber and/or any of its Users breach these Terms of Use, and such breach is not cured within 10 days after receipt of notice thereof from Discovery Education, Discovery Education may terminate the Agreement in whole or in part immediately upon written notice to Subscriber. Notwithstanding the foregoing, there shall be no cure period for any Event of Default that is not curable.

Upon expiration or prior termination of the Agreement, all rights granted herein shall revert to Discovery Education; all access to and use of the Website and the Content by Users must cease; all materials downloaded from the Website must be erased, deleted, or destroyed.

#### **X. No Warranties, Limitation of Liability.**

THE WEBSITE AND THE CONTENT ARE PROVIDED AS IS, AND ALL WARRANTIES OF ANY KIND, PAST OR PRESENT, WHETHER STATUTORY, COMMON-LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY AND, EXCEPT AS MAY BE OTHERWISE STATED IN THESE TERMS OF USE, NON-INFRINGEMENT, ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. DISCOVERY EDUCATION DOES NOT GUARANTEE OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR ACCURACY OF THE WEBSITE OR THE CONTENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY DISCOVERY EDUCATION OR ITS EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF DISCOVERY EDUCATION'S OBLIGATIONS HEREUNDER, AND SUBSCRIBER MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. IN NO EVENT SHALL DISCOVERY EDUCATION BE LIABLE FOR ANY LOST DATA, LOST PROFITS, BUSINESS INTERRUPTION, REPLACEMENT SERVICE OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY.

#### **XI. Release.**

To the extent permitted by law, Subscriber and its Users release and waive all claims against Discovery

Education, its parent, subsidiaries, affiliated companies, agents or content providers, and the directors, trustees, officers, shareholders, employees, agents and representatives of each of the foregoing, from any and all claims, damages, liabilities, costs and expenses arising out of User's use of the Website and the Content. California residents waive any rights they may have under Sec. 1542 of the California Civil Code, which reads: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." Subscriber and its Users agree to release unknown claims and waive all available rights under California Civil Code Sec. 1542 or under any other statute or common law principle of similar effect.

## **XII. Representations/Indemnity.**

Subscriber represents and warrants that (i) it has full power and authority to enter into the Agreement, and to agree to all the terms and conditions contained therein and in these Terms of Use, and has received all parental and other permissions required to permit Discovery Education to obtain and retain information (including personal information) from Users; (ii) only Subscriber or its Users shall access the Website and the Content; (iii) Subscriber and its Users will at all times use the Website and the Content only as expressly permitted by the Agreement and these Terms of Use; (iv) in the event that Subscriber requests that Discovery Education customize the Website interface with Subscriber's trade name, trademarks or logos, and/or digitize and/or encode and/or host any of Subscriber's content on the Content and/or the Website, Subscriber has the right to so use and exploit any and all such trade names, trademarks, logos and content, including without limitation any and all underlying elements (the "Subscriber IP"), and (v) the Subscriber IP, any content, materials, and/or information contributed by Users, and any revisions to the Content by Users does not and will not contain any libelous, unlawful or infringing materials or content, will not infringe upon any party's proprietary rights, including without limitation statutory or common-law copyright, trademark and right of privacy, and will not violate any law, regulation or right of any kind whatsoever or give rise to any actionable claim or liability.

To the extent permitted by law, Subscriber and its Users shall defend, indemnify and hold Discovery Education, its parent, subsidiaries, affiliated companies, agents or content providers, and the directors, officers, shareholders, employees, agents and representatives of each of the foregoing, harmless against and from any and all claims, damages, liabilities, costs and expenses arising out of any violation by Subscriber and/or its Users of these Terms of Use, any downloading of the Content, any modification or edit made to any portion of the Content, and the use of any portion of the Content with products or services not supplied by Discovery Education.

All representations, warranties, and indemnities shall survive the expiration or prior termination of the Agreement.

## **XIII. Reporting Infringement.**

By accessing and/or using the Website and the Content, Users agree to report to Discovery Education all claims or suspected claims of copyright or other infringement of Discovery Education's intellectual property or other proprietary rights. Claims of infringement should be directed to Legal Department, Discovery Education, 8403 Colesville Road, Suite 1200, Silver Spring, Maryland 20910.

If you believe that any information on the Website infringes on your copyright, you should notify Discovery Education of your claim in accordance with the following procedures. Discovery Education will process notices of alleged infringement in accordance with the Digital Millennium Copyright Act ("DMCA") and other applicable copyright laws. The DMCA requires that notification of claimed infringement be in writing and provided to Discovery Education's designated agent of service:

Pursuant to Title 17, United States Code, Section 512(c) (2), notifications of claimed copyright infringement must be sent to Service Provider's Designated Agent.

Service Provider: AT&T

Name of Agent Designated to Receive Notification of Claimed Infringement: Sam Kronthal  
Full Address of Designated Agent to Which Notification Should Be Sent: Sam Kronthal, Legal Department, Discovery Education, Inc., 8403 Colesville Road, Suite 1200, Silver Spring, MD 20910. Telephone Number of Designated Agent: 704-557-2400.

E-Mail Address of Designated Agent: [DiscoveryEducationDMCA@Discoveryed.com](mailto:DiscoveryEducationDMCA@Discoveryed.com)

To be effective, the notification must be a written communication that includes the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
4. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and
6. A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. We may give notice to our Users by means of a general notice on any of our Websites, electronic mail to a User's e-mail address in our records, or written communication sent by first-class mail to a User's physical address in our records. If you receive such a notice, you may provide counter-notification in writing to the designated agent that includes the information below.

To be effective, the counter-notification must be a written communication that includes the following:

1. Your physical or electronic signature;
2. Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement from you, under penalty of perjury, that you have a good-faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
4. Your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a Federal District Court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which we may be found, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

#### **XIV. Miscellaneous.**

Failure to perform by reason of any law, natural disaster, labor controversy, encumbered intellectual property right, war or any similar event beyond a party's reasonable control shall not be a breach hereof. This Agreement shall be construed and enforced under the laws of the State of Maryland, USA without reference to the choice of law principles thereof. User hereby consents to and submits to the jurisdiction of the federal and state courts located in the State of Maryland. User waives any defenses based upon lack of personal jurisdiction or venue, or inconvenient forum. If any provision herein is unenforceable, then such provision shall be of no effect on any other provision hereof. No waiver of any breach hereof shall be deemed a waiver of any other breach hereof. Section headings are provided for convenience only, and shall not be used to construe the meaning of any section hereof.

By using the Discovery Education Websites, you agree to abide by the terms of these Terms of Use. We hope you enjoy using the Discovery Education Websites, and we welcome suggestions for improvements.

Last updated September 10, 2019



## DISCOVERY EDUCATION STUDENT DATA PROTECTION ADDENDUM

This Discovery Education Student Data Protection Addendum ("DPA") describes Discovery's obligations to protect Student Data (defined below) during Discovery's provision of Subscriber the Services to Subscriber

**1. Student Data and Purpose of DPA.** As between Subscriber and Discovery, Subscriber or the party who provided such data (such as the student or parent), is the exclusive owner of all right, title, and interest in and to any and all Student Data disclosed or transmitted to Discovery under the Agreement and this DPA. Discovery hereby waives any and all statutory and common law liens it may now or hereafter have with respect to Subscriber's Student Data. Nothing in the Agreement or this DPA will operate as an obstacle to Subscriber's right to retrieve any and all Student Data disclosed or transmitted to Discovery under the Agreement and this DPA. Notwithstanding the foregoing, Discovery may de-identify and aggregated Subscriber's Student Data with Discovery's other Subscribers' Student Data and use and exploit the de-identified and aggregated data for any lawful purpose. The parties agree to comply with the terms of this Addendum and Data Protection Laws as they relate to Student Data.

 Chat with an Expert

**2. Schedule A (Discovery's Security Policy.** Schedule A attached hereto and incorporated herein sets forth Discovery's policies regarding: (i) what steps Discovery takes to protect personally identifiable information ("PII") that is provided to Discovery; (ii) how PII may be used; (iii) with whom Discovery may share PII, and (iv) the steps Discovery takes to protect the PII. For purposes of this DPA, PII includes Student Data.

**3. Consents and Notifications for Disclosures of Student Data.** Subscriber affirms,

[Cookies Settings](#)

By clicking "Accept Cookies", you agree to the storing of cookies on your device to enhance site navigation, analyze site usage, and assist in our marketing efforts. [Cookie Policy](#)

Accept Cookies



**4. Discovery's Personnel and Subcontractors.** Discovery will ensure that its personnel and subcontractors that access the Student Data are informed of the confidential nature of the Student Data and are bound by appropriate obligations of confidentiality or are under an appropriate statutory obligation of confidentiality. Discovery will take all reasonable steps to ensure the reliability of Discovery personnel and subcontractors that access Student Data.

**5. Student Data Requests.** Discovery will, without undue delay, notify, then record, and then refer to Subscriber full details of all Student Data Requests. To the extent Subscriber is unable to respond to a Student Data Request with information available through Discovery's products or services, Discovery will provide reasonable assistance to Subscriber in responding to a Student Data Request. Discovery will not respond to a Student Data Request without Subscriber's explicit instruction.

**6. Deletion or Return Of Student Data.** Upon termination or expiration of the Agreement, Discovery will promptly, but without undue delay, destroy Student Data upon Subscriber's written request. Discovery may retain Student Data to the extent required by the laws, rules, and regulations to which Discovery is subject, or if Student Data reside in backup archives, Discovery will continue to protect the security and confidentiality of such retained Student Data in accordance with the Agreement and this DPA. Discovery has implemented retention rules so that Student Data in backup archives is retained for as short a time as necessary.

**7. Audits.** Subscriber may request once per calendar year to audit Discovery's Security Policy and related systems that are used to store Student Data in order to verify compliance

[Cookies Settings](#)

By clicking "Accept Cookies", you agree to the storing of cookies on your device to enhance site navigation, analyze site usage, and assist in our marketing efforts. [Cookie Policy](#)

Accept Cookies



pursuant to this DPA will not exceed one business day and will not unreasonably interfere with the normal conduct of Discovery's business. Subscriber (or Subscriber's third-party auditor) will at all times comply with the use, security, and access policies at such location. Any audit performed pursuant to this Section DPA will be conducted under a confidentiality agreement and any information or report derived from such audit will be deemed Discovery's confidential information.

## 8. Student Data Breach.

**8.1. Student Data Breach Notification.** In the event of any Student Data Breach, upon Discovery becoming aware of such Student Data Breach, without undue delay Discovery will:

8.1.1. notify Subscriber of the Student Data Breach; and

8.1.2. provide Subscriber with details that are available to Discovery at the time of notice regarding:

(a) the nature of the Student Data Breach, including the categories and approximate numbers of students and Student Data records concerned;

(b) any investigations into such Student Data Breach; and

(c) any measures taken to address the Student Data Breach, including to mitigate its possible adverse effects and prevent the re-occurrence of the Student Data Breach.

**8.2. Notification Sharing.** Subscriber may share any notification and details provided by Discovery under this Section 11 with the appropriate government agency or law enforcement authority if required to do so under the Data Protection Law.



Chat with an Expert

**9. Suspension.** Subscriber may suspend the transfer of Student Data to Discovery, or terminate the affected Agreement without penalty to Subscriber if: (i) Discovery is in material breach of its obligations under this DPA and does not cure such breach within thirty (30) days of Subscriber's notification to Discovery of such breach; or (ii) Discovery notifies Subscriber that it cannot comply with the obligations set forth in this DPA or the Data Protection Laws.

[Cookies Settings](#)

By clicking "Accept Cookies", you agree to the storing of cookies on your device to enhance site navigation, analyze site usage, and assist in our marketing efforts. [Cookie Policy](#).

Accept Cookies



the termination of the Agreement; or (ii) when all Student Data is deleted from Discovery's systems.

**12. Indemnification.** Each of the parties ("**Indemnifying Party**") agrees to indemnify and hold harmless the other party and its officers, employees, directors, and agents ("**Indemnified Party**") from, and at the Indemnifying Party's option defend against, any and all third party claims, losses, liabilities, damages, costs, and expenses (including attorneys' fees, consultants' fees, and court costs) (collectively, "**Claims**") arising out of the Indemnifying Party's (i) violation of a Data Protection Law; or (ii) breach of any provision of this DPA.

### 13. Definitions and Interpretation.

#### 13.1. Definitions.

"Data Protection Law" means:

- (a) the Family Educational Rights and Privacy Act (20 U.S.C. 1232g; 34 CFR part 99) ("**FERPA**");
  - (b) the Children's Online Privacy and Protection Act (15 U.S.C. §§ 6501–6506) ("**COPPA**");
  - (c) the Colorado Student Data Transparency and Security Act (C.R.S. 22-16-101 et.al.);
  - (d) the Connecticut Public Act 16-189;
  - (e) the California Student Online Student Information Protection Act (**SB-1177**) ("**SOPIPA**");
- and
- (f) all other federal and state data protection and breach notification laws applicable to Student Data;

in each case, as in force and applicable, and as may be amended, supplemented, or replaced from time to time.

"Student Data" means any personally identifiable information of a student that through the course of Subscriber's use of the Services is: (i) provided by a student, or the student's parent or legal guardian, to Discovery in the course of the student's, parent's, or legal guardian's use of Discovery's website, service, or application that is designed and marketed for K–12 school

[Cookies Settings](#)

By clicking "Accept Cookies", you agree to the storing of cookies on your device to enhance site navigation, analyze site usage, and assist in our marketing efforts. [Cookie Policy](#)

Accept Cookies





address, or other information that allows physical or online contact, discipline records, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security number, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, or geolocation information.


"Student Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Student Data; and

"Student Data Request" means a request made by Subscriber, a parent or legal guardian, or student to exercise any rights granted by the Data Protection Laws.

## Schedule 1

### DISCOVERY EDUCATION, INC. DATA SECURITY POLICY

This Policy describes, in general, (i) what steps Discovery takes to protect personally identifiable information ("PII") that is provided to Discovery; (ii) how PII may be used; (iii) with whom Discovery may share PII, and (iv) the steps Discovery takes to protect the PII.

No student PII is required for the use of any of the basic Discovery Education services, however, in the event Users elect to use any of the functionality within  Chat with an Expert Education services which provide personalized pages, individual accounts, other user specific customization, or otherwise submit or upload information (all such data is generally limited to the following: school name, first name, last name, grade level, and Discovery generated username/password), all such PII provided to Discovery will be protected in accordance with this Policy.

No school employee PII is required for Professional Development Services other than first name and last name for the purposes of attendance logs.

## I. DEFINITIONS

[Cookies Settings](#)

By clicking "Accept Cookies", you agree to the storing of cookies on your device to enhance site navigation, analyze site usage, and assist in our marketing efforts. [Cookie Policy](#)

Accept Cookies



third parties to whom disclosure is required by law, and (3) if applicable, third party vendors (working on Discovery's behalf or performing duties in connection with Discovery's services (e.g. hosting companies) and who are required to implement administrative, physical, and technical infrastructure and procedural safeguards in accordance with accepted industry standards.

"Authorized Use" means a Discovery employee authorized by the Subscriber/Customer/Distributor to access PII in order to perform services under an Agreement.

"Destroy" or "Destruction" means the act of ensuring the PII cannot be reused or reconstituted in a format which could be used as originally intended and that the PII is virtually impossible to recover or is prohibitively expensive to reconstitute in its original format.

"FERPA" means the Family Educational Rights and Privacy Act of 1974 (codified at 20 U.S.C. § 1232g) and its implementing regulations, as they may be amended from time to time. The regulations are issued by the U.S Department of Education, and are available at <http://www2.ed.gov/policy/gen/reg/ferpa/index.html>.

"Personally Identifiable Information" (or "PII") means any information defined as personally identifiable information under FERPA.

## II. PRIVACY OF PERSONALLY IDENTIFIABLE INFORMATION

 Chat with an Expert

### Basic Privacy Protections

1. Compliance with Law and Policy. All PII provided to Discovery is handled, processed, stored, transmitted and protected by Discovery in accordance with all applicable federal data privacy and security laws (including FERPA) and with this Policy.
2. Training. Employees (including temporary and contract employees) of Discovery are educated and trained on the proper uses and disclosures of PII and the importance of information privacy and security.

[Cookies Settings](#)

By clicking "Accept Cookies", you agree to the storing of cookies on your device to enhance site navigation, analyze site usage, and assist in our marketing efforts. [Cookie Policy](#)

Accept Cookies



internal policies to which Discovery and its respective personnel adhere.

- a. Limit internal access to PII to Discovery personnel with proper authorization and allow use and/or disclosure internally, when necessary, solely to personnel with a legitimate need for the PII to carry out the services provided under the Agreement.
- b. Disclose PII only to Authorized Disclosees
- c. Access PII only by Authorized Users.
- d. When PII is no longer needed, delete access to PII.
- e. Permit employees to store or download information onto a local or encrypted portable devices or storage only when necessary, and to create a written record for retention verifying that the information is encrypted and stored in password-protected files, and that devices containing the information have appropriate security settings in place (such as encryption, firewall protection, anti-virus software and malware protection).
- f. Any downloaded materials consisting of PII remain in the United States.
- g. Prohibit the unencrypted transmission of information, or any other source of PII, wirelessly or across a public network to any third party.
- h. Upon expiration or termination of Agreement, Discovery shall Destroy all PII previously received from Subscriber/Customer/Distributor no later than sixty (60) days following such termination, unless a reasonable written request is submitted by Subscriber/Customer/Distributor to Discovery to hold such PII. Each electronic file containing PII provided by Subscriber/Customer/Distributor to Discovery will be securely Destroyed. This provision shall apply to PII that is in the possession of Discovery, Discovery employees/personnel and/or Authorized Disclosees.



Chat with an Expert

### Information Security Risk Assessment

Discovery periodically conducts an accurate and thorough assessment of the potential risks and vulnerabilities to the confidentiality, integrity, and availability of electronic, paper, or other records containing PII maintained by Discovery; Discovery reports such risks as promptly as possible to Subscribers/Customers/Distributors; and Discovery implements security measures sufficient to reduce identified risks and vulnerabilities. Such measures are implemented by Discovery based on the level of risks, capabilities, and operating requirements. These measures include, as appropriate and reasonable, the following

[Cookies Settings](#)

By clicking "Accept Cookies", you agree to the storing of cookies on your device to enhance site navigation, analyze site usage, and assist in our marketing efforts. [Cookie Policy](#)

Accept Cookies



activity, including maintaining access logs, access reports, security incident tracking reports, and periodic access audits.

c. Security Oversight: Assignment of one or more appropriate management level employees of Discovery to be responsible for developing, implementing, and monitoring of safeguards and security issues.

d. Appropriate Access: Procedures to determine that the access of Discovery personnel to PII is appropriate and meets a legitimate need to support their roles in business or educational operations. Procedures for establishing appropriate authorization and authentication mechanisms for Discovery personnel who have access to PII.

e. Employee Supervision: Procedures for regularly monitoring and supervising Discovery personnel who have access to PII.

f. Access Termination: Procedures for terminating access to PII when employment ends, or when an individual no longer has a legitimate need for access.

## 2. Physical Safeguards

a. Access to PII: Procedures that grant access to PII by establishing, documenting, reviewing, and modifying a user's right of access to a workstation, software application/transaction, or process.

b. Awareness Training: On-going security awareness through training or other means that provide Discovery personnel (including management) with updates to security procedures and policies (including guarding against, detecting, and reporting malicious software). Awareness training also addresses procedures for monitoring log-in attempts and reporting discrepancies, as well as procedures for safeguarding passwords.

c. Incident Response Plan: Procedures for responding to, documenting, and mitigating where practicable suspected or known incidents involving a possible breach of security and their outcomes.

d. Physical Access: Procedures to limit physical access to PII and the facility or facilities in which they are housed while ensuring that properly authorized access is allowed, including physical barriers that require electronic control validation (e.g., card access systems) or validation by human security personnel.

e. Physical Identification Validation: Access is physically safeguarded to prevent tampering and theft, including procedures to address control and validation of a person's access to

Chat with an Expert

[Cookies Settings](#)

By clicking "Accept Cookies", you agree to the storing of cookies on your device to enhance site navigation, analyze site usage, and assist in our marketing efforts. [Cookie Policy](#)

Accept Cookies

### 3. Technical Safeguards

- a. **Data Transmissions:** Technical safeguards, including encryption, to ensure PII transmitted over an electronic communications network is not accessed by unauthorized persons or groups.
- b. **Data Integrity:** Procedures that protect PII maintained by Discovery from improper alteration or destruction. These procedures include mechanisms to authenticate records and corroborate that they have not been altered or destroyed in an unauthorized manner.
- c. **Logging off Inactive Users:** Inactive electronic sessions are designed to terminate automatically after a specified period of time.

### Security Controls Implementation

Discovery has procedures addressing the acquisition and operation of technology, the specific assignment of duties and responsibilities to managers and staff, the deployment of risk-appropriate controls, and the need for management and staff to understand their responsibilities and have the knowledge, skills and motivation necessary to fulfill their duties.

### Security Monitoring

In combination with periodic security risk assessments, Discovery uses a variety of approaches and technologies to make sure that risks and incidents are appropriately detected, assessed and mitigated on an ongoing basis. Discovery also a

ongoing basis whether controls are effective and perform as intended, monitoring and data loss prevention.

 Chat with an Expert

### Security Process Improvement

Based on Discovery's security risk assessments and ongoing security monitoring, Discovery gathers and analyzes information regarding new threats and vulnerabilities, actual data attacks, and new opportunities for managing security risks and incidents. Discovery uses this information to update and improve its risk assessment strategy and control processes.

[Cookies Settings](#)

By clicking "Accept Cookies", you agree to the storing of cookies on your device to enhance site navigation, analyze site usage, and assist in our marketing efforts. [Cookie Policy](#)

Accept Cookies



(3) years, unless otherwise stated in Section II(3)(11) of this Policy.

## Breach Remediation

Discovery keeps PII provided to Discovery secure and uses reasonable administrative, technical, and physical safeguards to do so. Discovery maintains and updates incident response plans that establish procedures in the event a breach occurs. Discovery also identifies individuals responsible for implementing incident response plans should a breach occur.

If a Subscriber/Customer/Distributor or Discovery determines that a breach has occurred, when there is a reasonable risk of identity theft or other harm, or where otherwise required by law, Discovery provides any legally required notification to affected parties as promptly as possible, and fully cooperates as needed to ensure compliance with all breach of confidentiality laws.

Discovery reports as promptly as possible to Subscribers/Customers/Distributors (or their designees) and persons responsible for managing their respective organization's incident response plan any incident or threatened incident involving unauthorized access to or acquisition of PII of which they become aware. Such incidents include any breach or hacking of Discovery's Electronic Data System or any loss or theft of data, other electronic storage, or paper. As used herein, "Electronic Data System" means all information processing and communications hardware and software employed in Discovery's business, whether or not owned by Discovery or operated by its employees or agents who perform work for Discovery.

 Chat with an Expert

## Personnel Security Policy Overview

Discovery mitigates risks by:

1. Performing appropriate background checks and screening of new personnel, in particular those who have access to PII.
2. Obtaining agreements from internal users covering confidentiality, nondisclosure and authorized use of PII.

[Cookies Settings](#)

By clicking "Accept Cookies", you agree to the storing of cookies on your device to enhance site navigation, analyze site usage, and assist in our marketing efforts. [Cookie Policy](#)

Accept Cookies



## COMPANY

Curriculum Team

Corporate Underwriting

Careers

News

Events

## TOOLS


Puzzlemaker

WebMath

## HELP

Contact Us

Technical Requirements

 Chat with an Expert

[Cookies Settings](#)

By clicking "Accept Cookies", you agree to the storing of cookies on your device to enhance site navigation, analyze site usage, and assist in our marketing efforts. [Cookie Policy](#)

Accept Cookies



Copyright © 2020 Discovery Education. All rights reserved.

[Cookies Settings](#)

By clicking "Accept Cookies", you agree to the storing of cookies on your device to enhance site navigation, analyze site usage, and assist in our marketing efforts. [Cookie Policy](#)

Accept Cookies