





## Renewal

Account Name:	Boone County Schools - Florence Elementary - Gabe Guthrie	Created Date:	June 8, 2020
Bill To:	Boone County Schools - Florence Elementary	Quote #:	BooneRenew_060820
Customer Support Specialist:	Marc Z	Service Expiration Date:	September 20 <sup>th</sup> , 2020

PROGRAM	DESCRIPTION	Option A Renew For The Same Amount of Users	Option B Add additional Users	Option C Additional Students
Social Express 	Full access for licensed users to The Social Express curriculum. The Social Express includes 81 webisodes, off line activities, pre-post assessments and progress reporting.	1 Teacher 30 students	2 Teachers 40 Students	1 Teacher 50 Students
Cool School 	Full access for licensed users to the Cool School curriculum. Cool School includes 20 interactive webisodes, off line activities. Incident reporting and student survey data.	FREE FOR TERM OF THIS RENEWAL	FREE FOR TERM OF THIS RENEWAL	FREE FOR TERM OF THIS RENEWAL
<b>TOTAL DUE:</b>		\$399.00	\$590.00	\$590.00

**Acknowledgment of renewal by the following District Authorized Signer:**

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Accounts Payable Name: \_\_\_\_\_ Email: \_\_\_\_\_

The Social Express  
Main Office: 877-360-0155  
Email: [contact@socialexpress.com](mailto:contact@socialexpress.com)  
162 S. Rancho Santa Fe Road  
Suite E70  
Box 228  
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POs can be emailed to: [contact@socialexpress.com](mailto:contact@socialexpress.com)  
or faxed to: 760-683-3100





# Terms of Use

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## Terms of Use

Updated March 19th, 2020

This Website and its services are for educational use only. Nothing contained in this Website is or should be considered, or used as a substitute for medical advice, diagnosis, or treatment. We advise users to always seek the advice of a physician or other qualified health care provider with any questions regarding personal health or medical conditions.

1. **CONTRACT.** The ordering or acceptance of any Products (defined in section 24 below) purchased from The Social Express, Inc (LEX) or its applicable subsidiaries or affiliates (collectively, "LEX") by any purchaser (each a "Purchaser") shall constitute an agreement to these standard terms and conditions set forth herein (the "Terms"). These Terms, together with the terms and conditions of purchase collectively constitute the sole agreement between the parties relating to the subject matter hereof, except for any agreements, amendments, or waivers agreed to in writing. Any contrary or inconsistent terms to these Terms appearing on purchase orders, acknowledgments, or other documents of Purchaser or oral stipulations shall not be binding on LEX and or its applicable subsidiaries or affiliates .

2. **BILLING AND PAYMENT.** All amounts owing from Purchaser to LEX with respect to any Products purchased from LEX are due within thirty (30) days of the date set forth on LEX's invoice. Accounts must be current before subsequent shipments will be made. Purchaser credit limits may be established and modified by LEX in its sole discretion. Past due accounts are subject to a one percent (1%) monthly finance charge. Unless a set-off or deduction is specifically provided for by LEX in a valid credit memo, Purchaser may not charge back to LEX or make any set-offs or deductions, including, but not limited to, set-offs or deductions for

violations of customer shipping or routing guidelines and/or other promotional programs. LEX shall process any credit to Purchaser's account in accordance with LEX's standard practices and procedures. For any payments made by credit card, Purchaser represents and warrants that it will not use any credit card or other form of payment unless Purchaser maintains all necessary legal authorization to do so. If LEX does not receive payment from Purchaser's credit card issuer or its agent, Purchaser agrees to pay all amounts due upon demand by LEX or its applicable subsidiaries or affiliates or its agents. Unless Purchaser notifies LEX of any discrepancies within sixty (60) days after they first appear on Purchaser's credit card statement or LEX invoice, Purchaser agrees that they will be deemed accepted by Purchaser for all purposes, unless otherwise required by applicable law.

3. **ACCEPTANCE, PRICES, AND TERMS.** Orders for Products are subject to acceptance and availability. LEX's list prices and other terms shown are subject to change without notice.

4. **TAXES.** Where appropriate, Purchaser shall provide LEX with a duly executed tax certificate indicating that such purchase is for exemption or resale and listing Purchaser's sales tax registration number for each state into which LEX's. LEX shall have no liability for any tax required to be billed, collected, and/or remitted by Purchaser as a result of sales of Products made by Purchaser, and Purchaser shall defend, indemnify, and hold harmless LEX against all losses, penalties, interest, and expense (including reasonable attorneys' fees) arising out of any claims relating to such liability for taxes.

5. **COMPLIANCE WITH LAWS.** Purchaser shall comply with all applicable laws and regulations applicable to the purchase and use of Products.

6. **LEX's INTELLECTUAL PROPERTY RIGHTS.** The intellectual property contained in the Products (and any derivative works based on the Products) is confidential and/or proprietary information of LEX or its licensors and is protected by copyright and other intellectual property rights.

## 7. TERMS APPLICABLE TO SOFTWARE AND OTHER DIGITAL PRODUCTS.

A. Any subscription to software under these Terms is for the time period or term listed in the applicable order form. If Purchaser wishes to extend any subscription or license term(s), a purchase order, change order, or amendment is to be negotiated for additional fees.

B. All cancellations will need to be sent in writing to [contact@socialexpress.com](mailto:contact@socialexpress.com). Your account will remain active until the next payment is due.

C. Any software subscribed to under these Terms is to be hosted by or through LEX

D. Purchaser acknowledges that Digital Products may include security technology to ensure that they may only be used in accordance with the applicable license rights.

E. Purchaser may not: (1) re-sell, rent or lease a Digital Product or any part of it; (2) copy any part of a Digital Product, except where specifically indicated otherwise or for back-up purposes; (3) reverse engineer, decompile or disassemble a Digital Product or the software through which it is delivered, or convert it into any other format or medium; (4) use more copies of a Digital Product, or deploy a Digital Product on more devices or at more sites, than are authorized by these Terms and the applicable LEX's Cost Proposal or Quotation and order form, or (5) sub-license the Digital Products except as permitted by LEX.

F. In connection with Purchaser's use of Digital Products, LEX's K-12 Privacy Policy is located at <http://thesocialexpress.com/privacy-policy-thesocialexpresscentralstation-com/> Please note that in some instances there are other specific privacy policies that may apply to certain LEX or its applicable subsidiaries or affiliate Digital Products. In such cases, you should refer to the applicable privacy policy for that Digital Product(s).

8. PURCHASE AUTHORIZATION. By ordering Products, Purchaser represents and warrants that it has complied with any and all of its own requirements necessary to authorize the purchase. Purchaser is solely

responsible for all purchase decisions, including ensuring the compatibility and suitability of all Products.

9. **EQUAL OPPORTUNITY CLAUSE.** Pursuant to Presidential Executive Order 11246, as amended by Presidential Executive Order 11375, the Vietnam Era Veterans' Readjustment Act of 1974 and the Rehabilitation Act of 1973 as amended, LEX does not and Purchaser shall not engage in any discriminatory practices based on race, color, religion, national origin, or physical or mental handicap. To the degree they are applicable, the following provisions are incorporated herein by reference and are binding upon and the Rehabilitation Act of 1973 as amended, and Purchaser as if set forth fully at length herein: 41 CFR 60-1.4; 41 CFR 60-250.4 and 41 CFR 60-741.4.

10. **FORCE MAJEURE.** LEX shall not be deemed in default of its obligations to Purchaser to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, riots, acts of government, shortage of materials and supplies, or any other cause beyond its reasonable control.

11. **SOLVENCY.** By ordering and accepting delivery of Products, Purchaser represents to LEX that Purchaser is solvent and will make payment in full when due for such Products in accordance with the applicable invoice. In the event that the Purchaser orders and/or accepts delivery of any Products while insolvent, Purchaser shall immediately return all such Products to LEX and any and all Products en route to Purchaser at such time shall be returned immediately upon Purchaser's receipt thereof. Events which shall be deemed to establish Purchaser's insolvency include, but are not limited to, the filing of a bankruptcy petition by or against Purchaser and/or Purchaser's admission of its inability to pay its debts when due.

12. **INDEMNIFICATION.** To the extent allowed by law and subject to the right of Purchaser to raise the defense(s) of sovereign governmental or qualified immunity against third party claims, Purchaser will indemnify, defend and hold harmless LEX its parent companies, subsidiaries, affiliates, directors, officers and employees from any third party claims,

causes of action, damages, costs, liabilities or expenses that arise from a breach of these Terms or from improper, illegal or unauthorized use, distribution or operation of the Products.

13. DISCLAIMER OF WARRANTIES AND INDEMNITIES; LIMITATION OF LIABILITY. ALL PRODUCTS ARE PROVIDED ON AN “AS IS” BASIS, AND LEX OR ITS APPLICABLE SUBSIDIARIES OR AFFILIATE EXPRESSLY EXCLUDES THE WARRANTIES OF MERCHANT ABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON INFRINGEMENT. PURCHASER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS LEX AND ITS PARENT, AFFILIATES, SUCCESSORS AND ASSIGNS AND THEIR RESPECTIVE OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL LOSSES, COSTS AND EXPENSES (INCLUDING REASONABLE OUTSIDE ATTORNEYS’ FEES AND EXPENSES) INCURRED IN DEFENDING ANY CLAIM, JUDGMENT OR PROCEEDING RELATING TO OR ARISING OUT OF: (I) PURCHASER’S BREACH OR ALLEGED BREACH OF ITS REPRESENTATIONS, WARRANTIES, OBLIGATIONS AND AGREEMENTS CONTAINED IN THESE TERMS; AND/OR (II) THE DISTRIBUTION, RESALE AND PROMOTION OF PRODUCTS BY PURCHASER. LEX WILL HAVE THE RIGHT TO CONTROL THE DEFENSE AND SETTLEMENT OF ANY CLAIMS SUBJECT TO INDEMNIFICATION HEREIN. LEX SHALL HAVE NEITHER LIABILITY NOR RESPONSIBILITY TO ANY PERSON OR ENTITY WITH RESPECT TO ANY LOSS OR DAMAGE ARISING FROM THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, LEX’S OR ITS APPLICABLE SUBSIDIARIES OR AFFILIATE FAILURE OR ALLEGED FAILURE TO FILL ORDERS BY PURCHASER IN WHOLE OR IN PART. LEX DOES NOT GUARANTEE THAT ANY DIGITAL PRODUCTS WILL BE DELIVERED ERROR-FREE OR UNINTERRUPTED. LEX DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND DIGITAL PRODUCTS MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. LEX SHALL NOT BE LIABLE FOR ANY DAMAGES TO COMPUTERS, COMMUNICATION SYSTEMS, DATA OR SERVICES THAT MAY ARISE AS A RESULT OF THE USE OF DIGITAL PRODUCTS. IN NO EVENT SHALL BE LIABLE TO PURCHASER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER IN TORT, CONTRACT, STRICT

LIABILITY, WARRANTY OR OTHERWISE, AND REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL LEX'S TOTAL AGGREGATE LIABILITY IN CONTRACT, TORT OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS EXCEED THE FEES PAID OR PAYABLE BY PURCHASER DURING THE MOST RECENT TWELVE (12) MONTH PERIOD PRIOR TO THE CLAIM.

14. SEVERABILITY If any provision of these Terms is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining portions of the Terms shall remain in force and in effect and be construed so as to best effectuate the intention of the parties. The waiver of one default shall not waive subsequent defaults of the same or different kind.

15. JURISDICTION. Venue; Choice of law. These Terms and all performances and claims of every nature between us are governed by the laws of the State of California, U.S.A., without regard to any conflicts of laws principles that would result in the application of the law of a different jurisdiction. You and LEX submit to the exclusive personal jurisdiction and venue of the state and federal courts located within San Diego County, California.

16. CERTAIN DEFINITIONS. "Product(s)" means books, professional development products, CDs, DVDs, videos, other audio/ video/multimedia products, subscription services, software licenses and any other products that Purchaser may acquire from LEX. Products may include either Digital Products, Print Products, other Physical Products or both. "Digital Product(s)" means non-tangible, digital versions of Products. "Physical Product(s)" means any Product versions that are not Digital Products, including Print Products books, other printed materials, and the physical media (CDs, DVDs, videos, other audio/ video/multimedia products) that carry copies of any Digital Product(s) delivered to Purchaser, and any other physical copies of Products.

17. PROHIBITED CONDUCT. A. Prohibited Conduct. As a condition of your use of the Website, you hereby represent and warrant that you will not use the Website for any purpose that is unlawful or prohibited (including without limitation, the prohibitions in this Section) by these Terms.



- i. Sharing login credentials is prohibited.
- ii. You agree not to access or use the Website in any way that is not in compliance with any applicable local, state, national or international law (including export laws), contracts, intellectual property rights or constitutes the commission of a tort, or for any purpose that is harmful or unintended (by us), or other than in full compliance with these Terms.
- iii. You agree not to access, tamper with, or use services or areas of the Website that you are not authorized to access, including attempting to gain unauthorized access to the Website, or any part of it, other accounts, computer systems or networks connected to the Website, or any part of it, through hacking, password mining or any other means or interfere or attempt to interfere with the proper working of the Website or any activities conducted through the Website.
- iv. You agree not to alter information on or obtained from the Website.
- v. You agree not to tamper with The LEX materials.
- vi. You agree not to use any robot, spider, scraper or other automated means or interface not provided by us to access the Website without our express written permission or bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Website.
- vii. You agree not to frame any part of the Website, or link to the Website, or otherwise make it look like you have a relationship to us or that we have endorsed you or your content for any purpose without express written permission from The Social Express.
- viii. You agree not to impersonate or misrepresent your affiliation with any person or entity.
- ix. You agree not to reverse engineer any licensed software, application, tools or any other aspect of the Website or do anything that might discover source code, or bypass or circumvent measures employed to prevent or limit access to any area, content or code of the Website, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

x. You agree not to send to or otherwise impact the Website (or anything or anyone else) with harmful, illegal, deceptive or disruptive code such as a virus, “spyware,” “adware” or other code that could adversely impact the Website or any recipient.

xi. You agree not to take any action which might impose a significant burden (as determined by us) on the Website’s infrastructure or computer systems, or otherwise interfere with the ordinary operation of the Website.

xii. Any use by you of any of The LEX and Website other than for private, non-commercial use is strictly prohibited. You agree not to reproduce, duplicate, copy, sell, trade, resell, distribute, or exploit, any portion of the Website, use of the Website, access to the Website, or outside content obtained through the Website, for any purpose other than for your personal, private, non-commercial purposes.

xiii. You agree not to use the Website if you do not meet the eligibility requirements described in Section 1 above.

xiv. You agree not to remove, circumvent, disable damage or otherwise interfere with any security-related features of the Website, features that prevent or restrict the use or copying of any part of the Website, or features that enforce limitations on the use of the Website.

xv. You agree not to obtain or attempt to obtain any materials or information through any means not intentionally made available through the Website. You agree neither to modify the Website in any manner or form, nor to use modified versions of the Website, including (without limitation) for the purpose of obtaining unauthorized access to the Website.

xvi. You agree not to make unsolicited offers, advertisements, proposals, or send junk mail or spam to other users of the Website. This includes, but is 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.

xvii. You agree not to modify, adapt, translate, or create derivative works based upon the Website or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

18. LEVEL OF SUPPORT. LEX will provide technical support for all matters concerning the website only. Users with a concern will email [contact@thesocialexpress.com](mailto:contact@thesocialexpress.com) with a detailed explanation of the problem. A customer service representative will respond to your concern within 48 business hours of receipt. If you do not receive a reply within 48 hours, please call 877-360-0155 for further help.

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# Privacy Policy

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Updated April 19th, 2020

The Social Express ("LEX," "we" or "us") provides educational materials and related services, via a set of online learning platforms. The following privacy policy governs our privacy practices for each learning platform that links to this policy.

- **Our Commitment to Privacy**

We have created our learning platform to assist schools in providing personalized and rewarding online educational experiences to their students. We believe that transparent and strong privacy practices foster these experiences, and we provide this privacy policy in that spirit.

- **Our Compliance With COPPA And FERPA**

Our learning platform is designed for schools and teachers working with K–12 students. We recognize the sensitive nature of personal information concerning students under age 13, and concerning K–12 students generally, where the information is contained in a school's educational records. This personal information is protected under either or both of the following federal statutes: the Children's Online Privacy Protection Act ("COPPA") and the Family Educational Rights and Privacy Act, including the Protection of Pupil Rights Amendment ("FERPA"). Our privacy practices comply with both COPPA and FERPA.

- **The Scope of Our Privacy Policy**

This privacy policy governs our privacy practices with respect to all personal information that our users submit, or that we collect in connection with our learning platform. This policy governs not only our practices with respect to students' personal information, but also with respect to the personal information of teachers and school administrators who use our learning platform.

- **Consent from Schools regarding Students' Personal Information**

COPPA permits a school, acting in the role of “parent,” to provide required consents regarding personal information of students who are under the age of 13. Where a school is the subscriber to our learning platform, we rely on this form of COPPA consent. We provide the school with this privacy policy, to ensure that the school, in providing its COPPA consent, has full information and assurance that our practices comply with COPPA.

FERPA permits a school to provide educational records (including those that contain students' personal information) to certain service providers without requiring the school to obtain specific parental consent. FERPA permits this where the service provider acts as a type of “school official” by performing services, for example, that would otherwise be performed by the school's own employees. We fulfill FERPA requirements for qualifying as a school official by, among other steps, giving the school direct control with respect to the use and maintenance of the education records at issue (including associated personal information), and refraining from re-disclosing or using this personal information except for purposes of providing our learning platform to the school. We comply with FERPA by relying on this form of consent.

- **Consents from Other Users**

We also obtain consents regarding personal information of users other than students (such as teachers and school administrators). To obtain these consents we (a) notify the users of our privacy practices by including links to this privacy policy within our learning platform, and (b) rely on their continued use of our learning platform to indicate their consent to this privacy policy.

- **The Types of User Information We Collect**

We limit our collection of personal information to no more than is reasonably necessary for the user at issue to participate in our learning platform. Specifically, we collect the following types of information:

- **School Administrator Information:** we collect registration information from a school administrator when the school administrator activates the school's subscription account, which may include the school administrator's own

first and last name, business address and phone number, date of birth, email address, and username;

- **Teacher Information:** we collect registration information from a teacher or school administrator when the teacher (or school administrator) activates the teacher's account, which may include the teacher's first and last name, email address, and username and assessments.
- **Student Information:** we collect registration information from a teacher or school administrator when the teacher (or school administrator) activates the account of an individual student, which may include the student's first and last name, grade level for reading comprehension, email address and username.
- **Schoolwork Information:** we collect information contained in student assessments/quizzes/surveys.
- **Usage Information:** we collect usage, viewing & analytics.

If we discover that we have collected information in a manner inconsistent with the requirements of COPPA or FERPA, we will either (a) delete the information or (b) promptly seek requisite consents before taking further action concerning the information.

- **How We Collect Personal Information**

Our learning platform collects personal information in two ways. First, school administrators and teachers provide personal information during the registration process. Second, teachers have access to student quiz scores and assessments/surveys. we collect usage information through technology, such as cookies, flash cookies, web beacons, and persistent identifiers. This collection of usage information takes place, for example, when a student or other user visits our learning platform, and during the activities in which the user engages. Certain features (or all features) of our learning platform may be hosted on third party sites, and in those instances the collection activities described above are undertaken by this third party, under our direction and control and consistent with this privacy policy.

- **How We Use Personal Information**

We use personal information for the following purposes:

- To provide users with the content and features available through our learning platform;
- To communicate with school administrators and teachers about the applicable subscription account or transactions with us, and to send information about our learning platform's features and, where applicable, changes to these features;
- To personalize our learning platform's content and experiences for students, teachers, and other users of the platform; and
- To detect, investigate and prevent activities that may violate our policies or be illegal.

We do not as a rule allow third-party operators to collect personal information or usage information through persistent identifiers on our learning platform for any purposes other than the internal operations of our platform. Further, we do not use personal information collected through our Platform for the purpose of targeted advertising.

Finally, we de-identify usage information in accordance with COPPA and FERPA, and use this de-identified information to develop, evaluate, and provide improved educational products and services, as permitted under COPPA and FERPA. To the extent we collect information that constitutes Performance Review Data, we protect such information as personal information in accordance with this Privacy Policy.

- **We Do Not Share Personal Information Beyond Our Learning Platform Except In Specific, Limited Circumstances**

We use personal information for our internal purposes only, with the following limited exceptions. First, we share information with our service providers if necessary for them to perform a business, professional, or technology support function for us. In instances where we engage service providers for these purposes, we require them to comply with this privacy policy. Second, we disclose personal information:

- In response to the request of a law enforcement agency or other authorized public agency, including a request by a children's services agency or by the school at issue;



- To protect the security or integrity of our learning platform and associated applications and technology, as well as the technology of our service providers;
  - To enable us to take precautions against liability, enforce legal rights, and to detect, investigate and prevent activities that violate our policies or that are illegal;
  - If we are directed to do so by a subscribing school in connection with an investigation related to public safety, the safety of a student, or the violation of a school policy; and
  - In other cases if we believe in good faith that disclosure is required by law.
- **How We Protect Personal Information**

We have implemented and maintain technical, administrative and physical security controls that are designed to protect the security, confidentiality and integrity of personal information collected through our learning platform from unauthorized access, disclosure, use or modification. Our information security controls comply with reasonable and accepted industry practice, as well as requirements under COPPA and FERPA. We diligently follow these information security controls and periodically review and test our information security controls to keep them current.

- **1 Information Security Procedures. We will:**
  - **Standard of Care.** Keep and maintain all personal information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use, modification, or disclosure;
  - **Use for School Purposes Only.** Collect, use, and disclose personal information solely and exclusively for the purposes for which you provided the personal information, or access to it to us, and not use, sell, rent, transfer, distribute, modify, data mine, or otherwise disclose or make available personal information for our own purposes or for the benefit of anyone other than the school, without the school's prior written consent;
  - **Non-Disclosure.** Not, directly or indirectly, disclose personal information to any person other than our employees and service providers who have a need to know, without express written consent from the school;
  - **No Commingling.** Segregate (via logical, database, or physical segregation) personal information from our other information or our

other customers so that a school's users' personal information is not commingled with any other types of information not related to the school;

- **Employee Training.** Provide appropriate privacy and information security training to our employees.
  - **Transport Security.** Use Transport Layer Security (TLS) for the transmission of all user data to and from our learning platform; and
  - **Secure Storage.** Use industry standard file encryption for user data that is subject to protection under either COPPA, FERPA, or both. Where file encryption is not reasonably feasible, we employ other industry standard safeguards, protections, and countermeasures to protect such data, including authentication and access controls within media, applications, operating systems and equipment.
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- **2 Data Location and Security.** We use cloud service providers in the delivery and operation of our learning platform(s), and data (including personal information) is stored on the servers of our cloud service providers. Our contracts with our cloud service providers requires them to implement reasonable and appropriate measures designed to secure content against accidental or unlawful loss, access, or disclosure. Our cloud service providers have at least the following security measures in place for their networks and systems: (i) secure HTTP access (HTTPS) points for customer access, (ii) built-in firewalls, (iii) tested incident response program, (iv) resilient infrastructure and computing environments, (v) ITIL based patch management system, (vi) high physical security based on SSAE-16 standards, and (vii) documented change control processes. To the extent we store personal information internally on our servers, we comply with the information security controls set out in Section 10.1.
  - **3 Data Breach Response.** In the event of a security breach involving Personal Information, we will take prompt steps to mitigate the breach, evaluate and respond to the intrusion, and cooperate and assist schools and other subscribers in efforts with respect to (i) responding to the breach, including the provision of notices to data subjects; and (ii) engaging mutually agreeable auditors or examiners in connection with the security breach, subject to reasonable notice, access and confidentiality limitations.

- **Access and Control of Personal Information**

School administrators and (where applicable) teachers hold access to personal information of the students for whom they are responsible, and they are able to update this information in the manner permitted by our learning platform. School administrators and teachers are similarly able to access and update their own personal information. The parents of a student can obtain access — through their child's school — to information concerning their child that is available on our learning platform. To do so, the parent should follow the school's procedures for access under FERPA. We cooperate with and facilitate the school's response to these access requests. Where the school's procedures do not apply to the parent's access request (and the request is otherwise proper), we will ourselves fulfill the request if and as required by law. After fulfilling an access request, we will update and (where necessary) correct the personal information at issue, as requested by the school or individual entitled to such access. We limit access to personal information to only those employees (i) who have a need to know such information, and (ii) who use the information only for the educational purposes of operating our learning platform and delivering our services.

- **Our Retention and Deletion of Personal Information**

We retain personal information of users of our learning platform (i) for so long as reasonably necessary (ii) to permit the user to participate in the platform, (iii) to ensure the security of our users and our services, or (iv) as required by law or contractual commitment. After this period has expired, we will delete the personal information from our systems. Please understand that these deletion periods apply to personal information and do not apply to de-identified information. We retain de-identified information in accordance with our standard practices for similar information, and do not retain or delete such information in accordance with this policy.

In addition, if requested by a school, we will delete from our platform the personal information of the school's users, including its teachers and students, as the school directs. Deleting this information will prevent the school user from engaging in some or all features of our learning platform. Where required by local law, we will delete such information and provide a certification of such deletion.

- **NY Parents' Bill of Rights for Data Privacy and Security**

The New York Parents' Bill of Rights for Data Privacy and Security (the "**Privacy Bill of Rights**") addresses the relationship between schools and their third party contractors in addition to the schools' relationships with parents. The only elements of the Privacy Bill of Rights that are incorporated herein are those provisions directed to third party contractors ("**Contractor Privacy Provisions**"). LEX agrees to comply with the Contractor Privacy Provisions for schools in the State of New York. In the event of a direct conflict between this Privacy Policy and the Privacy Bill of Rights, the Privacy Bill of Rights will control. The full text of the Privacy Bill of Rights is available at <http://www.p12.nysed.gov/docs/parents-bill-of-rights.pdf>.

- **Definitions**

"De-identified information" means information that meets each of the following criteria: the information (i) does not identify a particular natural person; (ii) does not identify, by network Internet Protocol address, raw hardware serial number, or raw MAC address, a particular device or computer associated with or used by a person; (iii) does not identify the school at issue by name or address; and (iv) is not reasonably linkable to a particular natural person or school because of technical, legal, or other controls.

"Learning platform" means any LEX learning platform that links to this privacy policy.

"Parent" means a parent or legal guardian of a student.

"Personal Information" means information that identifies a natural person, as specified in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, including the Protection of Pupil Rights Amendment ("FERPA") and the Children's Online Privacy Protection Act, 15 U.S.C. §§ 6501–6506 ("COPPA"), the California Student Online Personal Information Protection Act, Ch. 22.2, §§ 22584 et seq. of the California Business and Professions Code, and Section 49073.1 of the California Education Code.

"Student" means an individual receiving educational instruction via our learning platform. The term "student" includes individuals within the K–12 age group, and individuals who are children under the age of 13.

“Usage Information” means information that does not directly identify a particular person, but that may be linkable to a particular computer or device (via a unique device ID or otherwise).

“We” or “us” or “our” refers to LEX.

- **Contact Us**

You may contact us with questions or concerns with respect to this Privacy Policy at the following addresses: [contact@socialexpress.com](mailto:contact@socialexpress.com) Any improper collection or misuse of information provided by LEX's Website is a violation of the Terms of Use and should be reported to [contact@socialexpress.com](mailto:contact@socialexpress.com) If you have any questions about this Privacy Policy, please contact us at [contact@socialexpress.com](mailto:contact@socialexpress.com) or write us at:

The Social Express  
162 South Rancho Santa Fe Drive.  
Suite E 70  
Box 208  
Encinitas, CA 92024

You may also telephone us at (877) 360.0155. (If you are not 18 years of age or older, you must have your parent or guardian's permission to call this number.) Please be assured that any personal information that you provide in communications to the above e-mail and postal mail addresses and telephone numbers will not be used to send you promotional materials, unless you so request.

- **Effective Date**

The effective date of this Privacy Policy is July 7<sup>th</sup>, 2017.

