



Customer Agreement

Newsela
620 8th Avenue, 21st Floor
New York, NY 10018
United States of America

Customer Agreement No. Q-35577
Newsela Sales Rep: Chelsea Courtney
Contact Email: chelsea.courtney@newsela.com
Offer Date: August 3, 2020
Expiration Date: August 13, 2020

To Chad Simms
Boone County Schools
8330 US Highway 42
Florence, KY
41042-9286

Billing Information
Billing Frequency: Upfront in full
Payment Terms: Net 30
Billing Schedule: Upon Contract Signature

Qty	Products/Services	List Price
1	Newsela	\$11,250.00
		Contract Grand Total \$11,250.00

The subscription for the Products/Services will commence as of the "Subscription Start Date" and continue through the "Subscription End Date" (a "Contract Term"). The Subscription Start Date for this Customer Agreement will be the later of (a) the Target Start Date set forth above, (b) the date on which this Customer Agreement has been executed by the Customer (the "Execution Date") or (c) the invoice date within the "Billing Information" section above. The Subscription End Date for this Customer Agreement will be that date which is the length of the Term after the Subscription Start Date.

Failure of the Customer to make use of the Products/Services during the Contract Term will not extend Newsela's obligation to deliver those Products/Services beyond the Subscription End Date of that Contract Term.

The Customer agrees to pay the Contract Grand Total set forth above per the Billing Terms noted above upon execution of this Customer Agreement. Service will be suspended at Newsela's discretion if payment is not received by Newsela in accordance with the Payment Terms noted above. Failure of the Customer to use the Products/Services will not relieve Customer of its obligation to pay hereunder.

This Customer Agreement is subject to Newsela's Terms of Use and Privacy Policy.

Terms of Use: <https://newsela.com/pages/terms-of-use/>

Privacy Policy: <https://newsela.com/pages/privacy-policy/>

This Customer Agreement constitutes the entire agreement between the parties and supersedes all prior written or oral understandings, proposals, bids, offers, negotiations, agreements or communications of every kind. This Customer Agreement and the terms contained herein are intended only for the Customer and should be kept confidential.

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final invoice (if applicable). If the contracting entity is exempt from sales tax, please send the required tax exemption documents immediately to salestax@newsela.com.

Notes:

This agreement is for Newsela Professional Learning for the 2020-2021 school year. Professional Development will be billed separately from the product subscription. Upon signature, access to Newsela resources will begin August 14th, 2020 and will be up for renewal August 13th, 2021. All professional learning sessions must be used prior to the license end date. All questions can be directed to the District Partnership Manager, Chelsea Courtney. chelsea.courtney@newsela.com

Purchase Order Information

If you need a Purchase Order, please fill out the following information.

PO Required:

PO Number:

PO Amount:

The individual executing this Customer Agreement has the authority to execute this agreement and bind the Customer and Newsela has the right to rely on that authorization.

Authorized Signature:

Date of Signature:

Appendix

School	Products/Services	License Dates
BOONE COUNTY SCHOOLS	Individual Virtual Add-On Session	08/14/20 To 08/13/21

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Newsela Terms of Use

Newsela — Terms of Use *[Last Updated Date: January 11, 2015]*

PLEASE READ THIS TERMS OF USE AGREEMENT (THE “TERMS”) CAREFULLY. BY ACCESSING OR USING WWW.NEWSLA.COM (THE “WEBSITE”), THE NEWSLA MOBILE APPLICATION (“APP”) OR ANY OTHER WEBSITES OR APPLICATIONS OF NEWSLA, INC. (“NEWSLA” “WE” OR “US”) THAT LINK TO THESE TERMS, OR ANY OF THE SERVICES PROVIDED OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE OR APP (COLLECTIVELY, THE “SERVICES”) YOU (“YOU” OR “USER”) REPRESENT THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS.

1. General.

1.1. Acceptance; Authority. By registering for and/or using the Services in any manner, including but not limited to visiting or browsing the Website or App, you agree to these Terms. If you do not agree, or do not have all requisite authority and consent to be bound by the Terms (as further described below), you may not access or use the Website, App or Services in any way.

1.2. Types of Users. The Services are available to several different types of Users, who will have different types of accounts with different tools, functionalities and restrictions. For example, the Services may be accessed by educators and instructors (collectively, “Teachers”) teaching a class (“Class”) in which the Services are a part of the curriculum, the students enrolled in such classes (“Students”) or by individuals working within an educational institution, such as a school or school district (collectively “Schools”) who will use the Services to monitor the progress of Students across several Classes.

1.3. Additional Terms. Certain of the Services may be subject to additional terms and conditions specified by us from time to time; your use of such Services is subject to those additional terms and conditions, which are incorporated into these Terms by this reference.

1.4. Eligibility. By registering for or using the Services in any way, you represent and warrant that you meet all eligibility criteria set forth in these Terms, including all age and authorization requirements listed below. We may, in our sole discretion, refuse to offer the Services to any person or entity and change the eligibility criteria at any time. You are solely responsible for

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1.5. Modifications. Please regularly check the Website or App, as applicable, to view the then-current Terms. When changes are made, Newsela will make a new copy of the Terms available on the Website and/or through the App, as applicable, and we will update the “Last Updated” date at the top of the Terms. If we make any changes to the way Student Data is collected, used or shared by the Services, we will also send an e-mail to the applicable accountholder using the contact information we have on file with additional information regarding the collection of such data and available options regarding data collection and use, before the data is used in any manner inconsistent with the terms initially provided to Users. For other changes, the Terms are subject to change by Newsela in its sole discretion at any time. If you do not agree to any change(s) after receiving a notice of such change(s), please stop using the Website and/or the Services and please contact us to have your account deleted. Otherwise, your continued use of the Website, App and/or Services constitutes your acceptance of such change(s). Any changes to the Terms will be effective immediately for new Users of the Services.

1.6. ARBITRATION. THESE TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE. MORE INFORMATION ABOUT ARBITRATION IS INCLUDED BELOW.

2. Services.

2.1 Use of the Services. The Website, App and Services, and the information, data and content made available on the Website, App or Services (“Content”) are protected by copyright and other intellectual property and proprietary rights laws throughout the world. Subject to the Terms, Newsela grants you a limited license to access, view, download, print or reproduce certain portions of the Services, as designated by Newsela, for the sole purpose of using the Services for your (or your Students’ or School’s) educational, non-commercial purposes.

2.2. Restrictions. The rights granted to you in the Terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Website, App or Services; (b) you shall not use framing techniques to enclose any trademark or logo on the Website, App or Services; (c) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Website, App or Services except to the extent the foregoing restrictions are expressly prohibited by applicable statutory law; (d) you shall not use any manual or automated software, devices, or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools, or the like) to “scrape” or download data from any web pages contained in the Website, App or Services; (e) except as

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proprietary markings contained on or in the Website, App or Services. Any future release, update or other addition to the Website, App or Services shall be subject to the Terms. Newsela, its licensors, suppliers and service providers reserve all rights not granted in the Terms. Any unauthorized use of the Website, App or Services terminates the licenses granted by Newsela pursuant to the Terms.

3. Registration.

In order to access certain features of the Services, you must have a registered account for the Services ("Account"). Accounts are categorized as "Student," "Learner," "Teacher" and "Administrator."

3.1. Eligibility. If you are under age 18, you may only register for and use the Services under the supervision of an adult, in which case the adult shall be deemed the User and shall be responsible for any and all activities.

3.2. Registration Data. In registering for the Services, you (a) agree to provide all necessary information about yourself and your School ("Registration Data"); (b) represent and warrant that all Registration Data is true, current, and complete; and (c) agree to maintain and promptly update the Registration Data to keep it true, current, and complete.

3.3. Responsibility. You are responsible for all activities that occur under your Account. You may not share your Account or password with anyone, and you agree to notify Newsela immediately of any unauthorized use of your password or any other breach of security. You agree not to create or access an Account using a false identity or any false or inaccurate information, or on behalf of someone other than yourself. You agree that you shall not have more than one Account at any given time. You agree not to create an Account or use the Services if you have been previously removed by Newsela, or if you have been previously banned from any of the Services.

3.4. Accounts for Educational Institutions and Educators (Teachers and Administrators).

3.4.1. Teacher and Administrator Accounts. Currently, Newsela offers two different types of Accounts on the Services for educational professionals receiving the Services on behalf of a School: "Teacher" Accounts and "Administrator" Accounts. Authority to create either of these Account types shall be determined by the appropriate individual at a School.

3.4.2. Authority; Consent.

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3.4.2.2. Use By or on Behalf of an Entity. If you are using or accessing the Services on behalf of a School, in addition to being an eligible individual user (as set forth above), you must also have the authority and permission to enter into the Terms on behalf of the School and to use the Services on such School's behalf as contemplated hereunder, including without limitation any consent necessary to use the Services in connection with any particular Students. In such cases, the term "you" as used herein shall also refer to such School. Your School also be responsible for any activities, including any violation of the Terms, that occur under your Account and any Accounts created using your Account.

3.4.3. Changes in Eligibility. In the event that you are no longer (a) employed by your School (or another School through which you receive Services) or (b) otherwise authorized to view or use Student records, you (i) must notify Newsela immediately of such change and (ii) are not permitted to continue to view or use your Account.

3.4.4. Creating Student Accounts from an Educator Account. Using your Administrator or Teacher Account, you may create individual Student Accounts following the instructions on the Services or otherwise as directed by Newsela, as permitted by Newsela in its sole discretion. You may only create an Account for Students you have consent and authority for. By entering a Student's information into the Services, you represent and warrant that you have all necessary consent and authority, including from the Student's legal guardian, to create an Account on such Student's behalf. You can only give invite codes ("Class Codes") to those Students who meet all of the foregoing requirements and all other requirements specified by Newsela.

3.4.5. Students Under 13. If you use the Services with students under 13, you represent and warrant that (a) you are a Teacher, Parent or Administrator at a School and (b) if you are a Teacher or Administrator, that you have accurately identified such School in your Registration Data.

3.5. Accounts for Students and Learners.

3.5.1. Student Accounts. "Student" Accounts are for use by Students with Account Class Codes, who are receiving the Services through a specific School in connection with a Class taught by a Teacher. To create a Student Account, a Student must be provided with a Class Code by a Teacher, Parent or Administrator.

3.5.2. Learner Accounts. "Learner" Accounts are for Students without Class Codes who register for Accounts on the Newsela Website at [<https://www.newsela.com/signup>]. By registering for a

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As a condition of use, you agree not to use the Services for any purpose that is prohibited by the Terms or by applicable law. Do not post, or permit others to post, Content on the Services or on your profile that (a) encourages illegal activities, is fraudulent or tortious or is unlawful; (b) insults, defames, harasses or threatens others; (c) violates the copyright or intellectual property or privacy rights of others; (d) contains obscene material; (e) harms or impersonates others; or (f) advertises or sells a product or service. Do not submit the work of others as your own work or otherwise attempt to cheat on assignments. Do not attempt or engage in any potentially harmful acts that are directed against the Services, including but not limited to violating or attempting to violate any security features of the Services, introducing viruses, worms, or similar harmful code into the Services or interfering or attempting to interfere with use of the Services by any other user, host or network, including by means of overloading, “flooding,” “spamming,” “mail bombing” or “crashing” the Services.

5. User Content.

5.1. License to User Content. Except with respect to Student Data, which shall be governed by the license set forth in Section 5 of these Terms, by submitting, providing, uploading, posting, e-mailing, transmitting or otherwise making available (“Make Available”) any Content to Newsela, including on or through the Services, (such Content, your “User Content”), you grant to Newsela a nonexclusive license to view, download, reproduce, modify, create derivative works of, distribute and display such User Content in connection with the Services.

5.2. Responsibility. You acknowledge that you, and not Newsela, are entirely responsible for all User Content you Make Available through the Services, and that other Users of the Services, and not Newsela, are similarly responsible for all User Content they Make Available through the Services. You are solely responsible for your interactions with other Users of the Services and any other parties with whom you interact through the Services. You agree that Newsela will not be responsible for any liabilities incurred as the result of such interaction. You use all User Content and interact with other Users at your own risk.

5.3. No Obligation to Monitor Content. You acknowledge that Newsela has no obligation to review, monitor or pre-screen Content on the Services, although Newsela reserves the right in its sole discretion to review, monitor, pre-screen, refuse, modify, or remove any Content (a) that violates any law or regulation; (b) that violates these Terms; (c) that otherwise creates or may create liability for Newsela; or (d) for any other reason Newsela determines in its sole discretion. Except as expressly set forth in these Terms, Newsela does not approve, endorse or make any representations or warranties with respect to User Content or Student Data.

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expressly set forth herein or otherwise agreed to by Newsela in writing, (a) Newsela has no obligation to store any User Content and (b) Newsela has no responsibility or liability for (i) the deletion or accuracy of any Content, including User Content, (ii) the failure to store, transmit or receive transmission of Content, including User Content, or (iii) the security, privacy, storage or transmission of other communications originating with or involving use of the Services.

6. Student Data.

6.1. General. “Student Data” includes all data that personally identifies a student, such as name, address, username, and password, or any other non-public information about a Student, such as a Student’s educational records and performance, but does not include De-Identified Data (as defined below). Newsela will only collect and use Student Data as necessary to fulfill its duties and provide and improve the Services.

6.2. De-Identified Data. Newsela may create and use De-Identified Data from data Made Available through the Services, in accordance with these Terms and Newsela’s Privacy Policy available at <https://www.newsela.com/pages/privacy-policy/>. “De-identified Data” means data with all direct and indirect personal identifiers removed such as name, school ID numbers, date of birth, demographic information and location information, to the extent any is collected. Newsela agrees not to attempt to re-identify De-Identified Data and not to transfer De-Identified Data to any party unless that party agrees not to attempt re-identification. More detailed information on Newsela’s privacy practices can be found in the Newsela privacy policy available at <https://www.newsela.com/pages/privacy-policy/>.

6.3. Disclosure of Student Data by Schools, Teachers and Administrators. Teachers and Administrators using Newsela are solely responsible for ensuring that you and your School are compliant with all applicable laws and regulations related to your disclosure of Student Data and other Student information (“Student Records”) to Newsela in connection with the Services, including, but not limited to the Family Educational Rights and Privacy Act (“FERPA”). Without limiting the generality of the foregoing, for all Student Records disclosed to Newsela, you represent and warrant, to the extent required by applicable law such as FERPA, that your School has (a) notified such Students’ parents or legal guardians of your use of third party services, including Newsela, and the potential disclosure of Student Records in connection with such use and (b) obtained the appropriate consent(s) from the parents or legal guardians of such Students. If such Student is 18 years old or older, the notice and consent requirements of (a) and (b) shall apply to the Student instead of such Student’s parent or legal guardian.

6.4. License to Student Data. By making available any Student Data to Newsela, including on or

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6.5. Storage and Processing of Data. Newsela will store and process all Student Data in accordance with industry standard practices. This includes appropriate administrative, physical and technical safeguards to secure Student Data from unauthorized access, disclosure and use. Newsela shall conduct periodic risk assessments and use commercially reasonable efforts to remediate identified security vulnerabilities. Newsela will also have an incident response plan and will promptly notify the relevant School in the event of a security or privacy incident or breach of personal information involving such School's Users.

6.6. Protection of Student Data by Newsela.

6.6.1. No Sale or Trade of Student Data. Newsela will not (a) sell or trade Student Data; (b) use any Student Data to advertise or market to Students or their parents or legal guardians; or (c) use Student Data except as expressly stated herein. From time to time, Newsela may direct advertising or marketing to Schools but shall de-identify any Student Data used in connection with such marketing efforts.

6.6.2. School Requests. Newsela will make Student Data available upon a verified request by the School, Teacher, Parent or Administrator who provided such Student Data or who would otherwise have verified authority to receive such Student Data.

6.6.3. Data Mining. Newsela does not scan Student Data for the purpose of advertising or marketing to Students or their parents or legal guardian (also known as "Data Mining").

6.6.4. Return/Destruction of Student Data. When Student Data is no longer needed for the provision of the Services, at the request of the School, Student or Student's parent or legal guardian, as applicable, Newsela will destroy all Student Data in its possession, and in the possession of any subcontractors or agents to which Newsela transferred Student Data, or transfer such Student Data to the requesting School, if legally permitted.

6.6.5. Subcontractors. Newsela may rely on one or more subcontractors to perform the Services. Upon request, Newsela agrees to share with you the names of subcontractors that have direct access to Student Data Made Available by you. All subcontractors and successor entities of Newsela will be subject to the protections for Student Data set forth in these Terms.

6.7. Intellectual Property Rights. All intellectual property rights in Student Data not granted herein shall remain the exclusive property of the School, Student or Student's parent or legal guardian, as applicable.

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7.1. Ordering Premium Features. You may place orders for the Premium Features by following the directions on the Website or App or otherwise contacting Newsela. The Premium Features are subject to the restrictions set forth on the applicable order page. Newsela may change the pricing for the Services, including Premium Features, (from time to time in its sole discretion) by updating the Website or App, as applicable, and without any additional notice to you, provided that any changes will not take effect until your subscription renews.

7.2. Payment Terms. If you order Premium Features, you agree to pay the then-current applicable fee listed on the Website or the App or otherwise agreed to in writing by Newsela. Newsela will automatically bill your payment method submitted in ordering Premium Features on the date of activation. Except as otherwise stated herein, all payments are non-refundable. You hereby authorize Newsela to bill your payment method as described above, which may include automatic renewal and automatic payment if you select a subscription option. Fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you are responsible for payment of all such taxes, levies or duties. If any fee cannot be charged to your payment method for any reason, Newsela may provide you, via email, notice of such non-payment and a link for you to update your payment information. If such non-payment is not remedied within seven (7) days after receiving such notice of non-payment, then Newsela may suspend the applicable Premium Features.

8. Proprietary Rights.

8.1. Services. Except with respect to your User Content, you agree that Newsela and its licensors and suppliers own all rights, title and interest in the Services. Newsela's name and other related logos, service marks and trade names used on or in connection with the Services are the trademarks and intellectual property of Newsela and may not be used without Newsela's permission. Other trademarks, service marks and trade names that may appear on or in the Services are the property of their respective owners.

8.2. Ownership of Content. Except with respect to your User Content and Student Data, you agree that you have no right or title in or to any Content that appears on or in the Services. Newsela does not claim ownership of your User Content or Student Data. When you as a User post or publish your User Content on or in the Services, you represent that you have the authority to grant the aforementioned license to Newsela.

8.3. Feedback. You agree that submission of any ideas, suggestions, documents, and/or proposals to Newsela through its suggestion or similar pages ("Feedback") is done on a non-confidential

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any manner, any and all Feedback, and to sublicense the foregoing rights.

9. Apple Device and Application Terms.

If you are accessing the Services via an Application on a device provided by Apple, Inc. ("Apple") or an Application obtained through the Apple App Store, the following shall apply:

9.1. Both you and Newsela acknowledge that these Terms are concluded between you and Newsela only, and not with Apple, and that Apple is not responsible for the Application or the Content;

9.2. The Application is licensed to you on a limited, non-exclusive, non-transferrable, non-sublicensable basis, solely to be used in connection with the Services for your private, personal, non-commercial use, subject to all the terms and conditions of these Terms as they are applicable to the Services;

9.3. You will only use the Application in connection with an Apple device that you own or control;

9.4. You acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application;

9.5. In the event of any failure of the Application to conform to any applicable warranty, including those implied by law, you may notify Apple of such failure; upon notification, Apple's sole warranty obligation to you will be to refund to you the purchase price, if any, of the Application;

9.6. You acknowledge and agree that Newsela, and not Apple, is responsible for addressing any claims you or any third party may have in relation to the Application;

9.7. You acknowledge and agree that, in the event of any third party claim that the Application or your possession and use of the Application infringes that third party's intellectual property rights, Newsela, and not Apple, will be responsible for the investigation, defense, settlement and discharge of any such infringement claim;

9.8. You represent and warrant that you are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist

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such use; and

9.10. Both you and Newsela acknowledge and agree that Apple and Apple's subsidiaries are third party beneficiaries of these Terms, and that upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as the third party beneficiary hereof.

10. Third-Party Websites.

The Services may contain links to third-party websites ("Third-Party Websites"). Such Third-Party Websites are not under the control of Newsela. Although Newsela makes reasonable efforts to curate the Content it makes available on the Services, Newsela is not responsible for any Third-Party Websites and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Websites, or their products or services. You use all links in Third-Party Websites at your own risk. You should review applicable terms and policies of any Third-Party Websites before proceeding with any transaction with any third party.

11. Indemnification.

You agree to indemnify and hold Newsela, its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (collectively the "Newsela Parties") harmless from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of: (a) your User Content or any Student Data Made Available by you; (b) your use of, or inability to use, the Services; (c) your violation of the Terms; (d) your violation of any rights of another party, including any User; or (e) your violation of any applicable laws, rules or regulations. Newsela reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Newsela in asserting any available defenses. You agree that the provisions in this section will survive termination of the Terms.

12. Disclaimer of Warranties.

YOU EXPRESSLY AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK, AND THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. NEWSELA PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

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ACCESSED THROUGH THE SERVICES IS ACCESSED AT YOUR OWN RISK, AND YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY OR PERSON, OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING SUCH CONTENT.

13. Limitation of Liability.

YOU UNDERSTAND AND AGREE THAT IN NO EVENT SHALL NEWSELA PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES; ANY DAMAGES RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT NEWSELA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THE TERMS, ON ANY THEORY OF LIABILITY, RESULTING FROM: (A) THE USE OR INABILITY TO USE THE SERVICES; (B) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (C) STATEMENTS OR CONDUCT OF ANY THIRD-PARTY ON SERVICES; OR (D) ANY OTHER MATTER RELATED TO THE SERVICES, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. UNDER NO CIRCUMSTANCES WILL NEWSELA PARTIES BE LIABLE TO YOU FOR MORE THAN THE GREATER OF (I) FIFTY DOLLARS (\$50); OR (II) THE AMOUNT ACTUALLY PAID BY YOU TO NEWSELA HEREUNDER IN THE 12 MONTHS PRECEDING THE DATE YOU FIRST BRING A CLAIM. NEWSELA PARTIES ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION OR FAILURE TO STORE ANY CONTENT OR USER COMMUNICATIONS. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN NEWSELA AND YOU.

14. Procedure for Making Claims of Copyright Infringement.

It is Newsela's policy to terminate membership privileges of any User who repeatedly infringes copyright upon prompt notification to Newsela by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on the Services in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (2) a description of the copyrighted work that you claim has been infringed; (3) a description of the location on the Services of the material that you claim is infringing; (4) your address, telephone number and e-mail address; (5) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; (6) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are

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The Terms commence on the date when you accept them (as described in the preamble above) and remain in full force and effect while you use the Services, unless terminated earlier in accordance with the Terms. If you have materially breached any provision of the Terms, or if Newsela is required to do so by law (e.g., where the provision of the Website or the Services is, or becomes, unlawful), Newsela has the right to immediately suspend any Services and licenses provided to you under this Agreement (“Suspension”). Following Suspension, Newsela and your Teacher and/or School, as applicable, will work together in good faith to determine whether to reinstate your access to (and any associated licenses to) the Services or permanently terminate your Services. Notwithstanding the foregoing, Newsela may terminate your Account immediately in its sole discretion in the event that (a) you are a repeat infringer for purposes of Newsela’s copyright infringement policy as described in Section 14 or (b) you violate any restriction of these Terms after Newsela makes reasonable efforts to provide you with notice of a previous violation. You agree that Newsela shall not be liable to you or any third party for any Suspension or termination of your Account made in accordance with the Terms. Termination of any Services includes removal of access to such Services and barring of further use of the Service. Termination of all Services also may include deletion of your password and your User Content and, if applicable, Student Data. Upon termination of any Service, your right to use such Services will automatically terminate immediately. Newsela will not have any liability whatsoever to you for any Suspension or termination, including for deletion of your User Content and, if applicable, Student Data. Upon early termination of the Services by Newsela, in the event that you have purchased Premium Features, Newsela will refund to you a pro rata portion of fees for such Premium Services paid to Newsela hereunder to the extent such fees are for Services that have not yet been rendered or made available to you. All provisions of the Terms which by their nature should survive, shall survive termination of Services, including without limitation, ownership provisions, indemnification, warranty disclaimers, and limitation of liability.

16. General Provisions.

16.1. Release. Except to the extent prohibited by applicable law, you hereby release Newsela Parties and their successors from claims, demands, any and all losses, damages, rights, and actions of any kind, including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from any interactions with or conduct of other Users or Third-Party Websites of any kind, arising in connection with or as a result of the Terms or your use of the Services. You hereby waive California Civil Code Section 1542, or any similar law of another jurisdiction, which states in substance, “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

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The arbitration shall be conducted before one commercial arbitrator with substantial experience in resolving commercial contract disputes from JAMS. As modified by these Terms, and unless otherwise agreed upon by the parties in writing, the arbitration will be governed by JAMS's rules for commercial arbitration and, if the arbitrator deems them applicable, the procedures for consumer-related disputes.

(b) You are thus GIVING UP YOUR RIGHT TO GO TO COURT to assert or defend your rights EXCEPT for matters that may be taken to small claims court. Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. You are entitled to a FAIR HEARING, BUT the arbitration procedures are SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. Arbitrator decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT.

(c) You and we must abide by the following rules: (1) ANY CLAIMS BROUGHT BY YOU OR US MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING; (2) THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND MAY NOT AWARD CLASS-WIDE RELIEF, (3) in the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to costs of litigation, we will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation; (4) we also reserve the right in our sole and exclusive discretion to assume responsibility for all of the costs of the arbitration; (5) the arbitrator shall honor claims of privilege and privacy recognized at law; (6) the arbitrator's award shall be final and may be enforced in any court of competent jurisdiction; (7) the arbitrator may award any individual relief or individual remedies that are permitted by applicable law; and (8) each side pays its own attorneys' fees and expenses unless there is a statutory provision that requires the prevailing party to be paid its fees' and litigation expenses, and then in such instance, the fees and costs awarded shall be determined by the applicable law.

(d) Any and all controversies, disputes, demands, counts, claims or causes of action (including the interpretation and scope of this clause, and the arbitrability of the controversy, dispute, demand, count, claim or cause of action) between you and Newsela and our employees, agents, successors or assigns, regarding or relating to these the Services or these Terms, shall exclusively be settled through binding and confidential arbitration.

(e) Notwithstanding the foregoing, either you or we may bring an individual action in small

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maintain the status quo pending arbitration, and hereby agree to submit to the exclusive personal jurisdiction of the courts located within New York, New York for such purpose. A request for interim measures shall not be deemed a waiver of the right to arbitrate.

(f) With the exception of subparts (1) and (2) in the paragraph 16.2(c) above (prohibiting arbitration on a class or collective basis), if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with these Terms, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, either subparts (1) and (2) in the paragraph 16.2(c) (prohibiting arbitration on a class or collective basis) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither you nor we shall be entitled to arbitration. If for any reason a claim proceeds in court rather than in arbitration, the dispute shall be exclusively brought in state or federal court in New York, New York.

(g) Notwithstanding any provision in these Terms to the contrary, if we seek to terminate the Dispute Resolution section as included in these Terms, any such termination shall not be effective until 30 days after the version of these Terms not containing the agreement to arbitrate is posted to the Website, and shall not be effective as to any claim of which you provided Newsela with written notice prior to the date of termination.

(h) For more information on JAMS, its Rules and Procedures, and how to file an arbitration claim, you may call JAMS at 800-352-5267 or visit the JAMS website at <http://www.jamsadr.com>.

(i) Any and all controversies, disputes, demands, counts, claims or causes of action between you and Newsela and our employees, agents, successors, or assigns, regarding or relating to these the Services or these Terms, shall exclusively be governed by the internal laws of the State of New York, without regard to its choice of law rules and without regard to conflicts of laws principles except that the arbitration provision shall be governed by the Federal Arbitration Act.

16.3. Miscellaneous. The Terms, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without Newsela's prior written consent, and any attempted assignment, subcontract, delegation or transfer in violation of the foregoing will be null and void. Newsela may assign this Agreement without your consent. Newsela shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation

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may give notice to Newsela at the following address: 475 10th Avenue, 4th Floor New York, NY 10019. Such notice shall be deemed given when received by Newsela by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address. Any waiver or failure to enforce any provision of the Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. If any provision of the Terms is, for any reason, held to be invalid or unenforceable, the other provisions of the Terms will remain enforceable, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Unless you have entered into a separate School Agreement, the Terms are the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.

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Newsela Privacy Policy

We know how important it is to you to understand how your personal information is collected and shared. We take your privacy very seriously. This Privacy Policy ("Policy") describes how your and your student's personal information is collected, used, and disclosed by Newsela, Inc. and its related companies ("Newsela" or "We" or "Us"). For users with "Learner" accounts on the services, references to "your" and "your student" shall both mean the Learner user. This Policy applies to all users of the Services who are 13 years of age or older. For information about Newsela's collection, use or disclosure of personal information about individuals under 13 years of age, please see our Children's Privacy Policy below.

This Policy applies to the Newsela websites available at www.newsela.com and the Newsela mobile application, and any of our other websites or applications that post this Policy (respectively the "Site" or "App") as well as all of our services made available through the Site or App (together with the Site and the App, the "Services"). By submitting personal information through our Services, you expressly consent to the processing of your and your student's personal information in the U.S. in accordance with this Privacy Policy.

IMPORTANT NOTICE FOR SCHOOL USERS

If you are a user (or a parent of a student user) who was given access to the Services by the school you are affiliated with, this Privacy Policy does not govern how your school might collect, use, or disclose your student's information. Please consult with your school for more information about their privacy practices. In addition, your and your student's information may be shared with your school or school district. Your school may choose to share, and we may share at their request, your student's information with new administrators or teachers. We are not responsible for your school's collection, use, or disclosure of your personal information or information shared at your school's request. Please contact your school to better understand your school's privacy practices.

PROTECTION OF STUDENT DATA

When Newsela provides our Services to students, teachers and schools, our collection, use and disclosure of student data, including any personally identifiable information, is governed by and in compliance with our Terms of Use, any agreement with the school or district, and the

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Services through a school, please contact your school directly.

WHAT WE COLLECT

We collect information about you and your students in a variety of ways, such as information that you and your student provide to us, information that your school provides to us, information collected automatically through technology, information collected through the use of cookies, unique identifiers and other tracking tools, and information collected through the use of third party analytics technologies. We may combine information we collect from you, your student's teacher or school, or third parties, as applicable, with information we collect from you or your student directly.

Information a Teacher or Parent Gives Us

We collect personal information you provide to us, which may include personal information of your students if you provide us with such information. By providing us with personal information about your students, you are representing to us that you have all necessary authority or consent to provide us with such information. For example, in connection with your use of the Services, you may provide us your name, country, postal code, email address, username, password, and other information, including demographic information and information about your classroom, your school, and your students. We also collect writing by teachers, including but not limited to annotations, feedback and assignment prompts that teachers provide to students using the Services. If you order our premium services or products, we will collect all information necessary to complete the transaction, including your name, credit card information, billing information, and shipping information (as applicable). This transaction-related information may be shared with third parties who help process and fulfill your transaction. We require these third parties to use your transaction-related information only for the purposes of processing and fulfilling your transactions and for no other purposes. For more information about how your personal information is shared, please see the section of this Policy titled "Sharing of Personal Information" below.

Information a Student Gives Us

We collect any personal information a student directly provides to us through use of the Services, including a student's name, classroom affiliation, username, and password. We also collect information about how a student interacts with the Services, including the articles that a student reads, the types of articles a student has expressed interest in, quiz-related information, responses a student writes to teacher assignment prompts, how much time a student spends reading the articles, and other performance related information. We also collect writing by

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We collect personal information about you and/or your student that your school, school district and/or their administrators choose to provide to and share with us, directly and through third party service providers.

Information Automatically Collected from You and Your Student

We and our third party service providers may automatically collect information about you and your student's computer or mobile device when you or your student visit our Site or access our App, including by using certain technologies that are further described below (collectively, "Tracking Tools"). Some of the information that may be collected when a user uses the Services, include, for example, computer or device operating system type, IP address, browser type, browser language, mobile device ID, device hardware type, the website or application visited or used before or after accessing our Services, the parts of the Services accessed, length of time spent on a page or using a feature, access times for a webpage or feature, and demographic information, such as gender and age range. These Tracking Tools help Newsela learn more about our users, such as their demographics and internet behaviors, so that we can improve our Services.

By accessing or using the Services, whether as a registered user or otherwise, you acknowledge, understand, and hereby agree that you are giving us your consent to set and access Tracking Tools, including cookies, on your device and in the emails we send you, and to track your activities and your use of the Services through these Tracking Tools in accordance with this Privacy Policy. For clarity, our third party business partners do not have access to Tracking Tools set by Newsela or on our Services except to the extent necessary to provide services to the Services.

The following are Tracking Tools used by Newsela or its third party service providers in connection with the Services:

COOKIES

We may automatically collect information using "cookies." Cookies are small data files stored on your hard drive by a website. Among other things, cookies help us make our Services and your experience better. For example, we use cookies to see which parts and features of our Services are popular, count visits to our Services and improve or tailor the Services and our advertisements to make them more relevant to our users. For more information on cookies, visit <http://www.allaboutcookies.org>.

UNIQUE IDENTIFIERS

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improve the Services and its content, including, but not limited to, improving and evaluating the effectiveness of certain materials on our Services and the student and teacher experience while using the Services.

WEB BEACONS

Web beacons, or clear GIFs or pixel tags, are small graphic image files that can be embedded in web pages or emails to collect information about a user's use of our Services or the correspondences that we send to them. The information collected by web beacons allows us to analyze how and how many people are using the Services or when users open our emails. Web beacons also allow us to enhance our Behavioral Advertising, which is further discussed below in the section titled ["Interest-based and Behavioral Advertising"]("#INTEREST-BASED OR ONLINE BEHAVIORAL ADVERTISING").

ANALYTICS AND OTHER TECHNOLOGIES

We use other technologies and analytics services (including Google Analytics) to help analyze how users use the Services. These analytics use cookies, digital images called web beacons and other technological methods to collect and store information such as how often users visit the Services, what features they use, what pages they visit, what emails they open, and what other sites or applications they used prior to and after visiting the Services. We use the information we get from analytics services to improve our Site, App and Services. Please see the following links for more information about Google Analytics and to opt-out if you choose to: <http://www.google.com/policies/privacy/partners/> and <https://tools.google.com/dlpage/gaoptout>.

MOBILE DEVICE IDENTIFIERS

Mobile device identifiers are identifiers stored on your mobile device that may track your mobile device and data and activities occurring on or through it, as well as the applications installed on it. Mobile device identifiers enable collection of personal information (such as media access controls) as well as non-personally identifiable information (such as usage and traffic data). As with other Tracking Tools, mobile device identifiers help Newsela learn more about our users' demographics and internet behaviors and operate and improve the Services.

THIRD PARTY ACCOUNT CONNECTIONS

If you or your student chooses to log on or otherwise associate the Services with another third party account (for example, a Google Account), we may receive information from that third party site to make it easier for you or your student to create an account on the Services and display relevant content. Any information that we collect from these third party accounts may

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We use information collected through our Services, or disclosed by you on our Site or App or in connection with our Services, for the purposes described in this Policy. For example, we may use your and your student's information to:

- understand your student's performance in relation to others, and to provide you and your student with insight into their performance;
- understand your and your student's preferences and to enhance your and your student's experience and enjoyment using our Site, App, and Services;
- operate, maintain, and improve our Site, App, and Services;
- respond to comments and questions and provide customer service;
- send you related information including confirmations, invoices, technical notices, updates, security alerts, and support and administrative messages;
- create advertisements shown to teachers and administrators that reflect the interests and capabilities of their students and communicate with teachers and administrators about promotions and other news about Services offered by us (Note: Newsela never directs targeted advertising at Children. See: "Interest-Based or Online Behavioral Advertising," below.);
- customize advertisements and communicate about promotions and other news about Services offered by us;
- protect, investigate, and deter against fraudulent, unauthorized, or illegal activity;
- link or combine with other personal information we get from third parties such as your associated school, to help understand your needs and provide you with better service; and
- provide and deliver products and services that you request.

We will not use your personal information in any way other than in connection with providing the Services, as described in this Policy, as directed by a teacher or school, or upon obtaining your consent.

SHARING OF PERSONAL INFORMATION

We do not share your or your student's personal information except as follows:

- with your school or school district at their request;
- with third party service providers, consultants, and other service providers who perform services for us and need access to your or your student's information to do that work in a

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- to comply with laws or to respond to lawful requests and legal process;
- to protect the rights and property of Newsela, our agents, users, and others including to enforce our agreements, policies, and terms of use;
- in an emergency to protect the personal safety of our users or any person;
- in connection with or during negotiation of any merger, financing, acquisition, bankruptcy, dissolution, transaction or proceeding involving sale, transfer, divestiture, or disclosure of all or a portion of our business or assets to another company, in which case the company receiving the personal information would be obligated to follow this Policy.

Additionally, we may share your or your student's personal information with new teachers who use the Services in their classrooms when you or your student, as applicable, enroll in such teachers' classes, and we may share teacher personal information with other teachers within a school using the Services.

We may create and use anonymized and/or aggregated data for our own purposes by excluding information (such as your or your student's name) that makes the data personally identifiable to you or your student. The purposes for which we may create and use anonymized and/or aggregated data include but are not limited to, conducting analysis and generating statistics regarding the use of our Site, App, and/or Services.

We will not share your or your student's personal information in any way other than in connection with providing the Services, as described in this Policy, as directed by a teacher, parent/legal guardian or school, or upon obtaining your consent.

We require our third party service providers not to use your or your student's personal information other than to provide the services that we have requested.

We will not disclose your or your student's personal information to any third party for that third party's own marketing purposes. Additionally, we will not knowingly use or disclose student information (whether personal information or otherwise) for behavioral targeting of advertisements to such students. We do not sell student personal information. For clarity, we may make recommendations within or through the Services of features, tools, and content on the Services to students based on their demographic information or activities on our Services. For example, we may suggest a text set to a student based on the student having read a similar text set in the past, or based on the student's age or grade level.

INTEREST-BASED OR ONLINE BEHAVIORAL ADVERTISING

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Services or on the user's interests (as inferred from the user's online activity).

For clarity, Newsela's Behavioral Advertising is intended for teachers and administrators; we do not behaviorally target advertising to student users on sites that are directed to student users.

Newsela adheres to the Digital Advertising Alliance Self-Regulatory Principles for Online Behavioral Advertising ("OBA Principles"). More information about the OBA Principles can be found at <http://digitaladvertisingalliance.org/blog-terms/daa-principles>.

Advertising Service Providers

We may work with third parties that use Tracking Tools to collect and use information about your access and use of the Services and non-affiliated websites and applications in order to provide Behavioral Advertising and related services to you and us ("Advertising Service Providers"), for example by facilitating targeting of advertisements and measuring and analyzing advertising effectiveness and traffic on the Services, (collectively, all such services, "Targeting Services"). Advertising Service Providers include advertising networks, data exchanges, traffic measurement service providers, marketing analytics service providers, and other third-party service providers. Targeting Services enable us to display advertisements based on your use of the Services and other websites or applications you have visited, including for Newsela content, products or services that may interest you. Targeting Services can also help prevent you from seeing repeated advertisements and enable us to research the usefulness of certain advertisements. Our Advertising Service Providers do not have access to Tracking Tools set by us or on our Services except to the extent necessary to provide services to Newsela.

Opting Out of Behavioral Advertising

You can opt-out of certain Behavioral Advertising activities by doing one or more of the following. Please note that you will need to opt-out of each browser and device for which you desire to apply these opt-out features.

- **Service Provider Opt Out:**

You can opt-out of the use of information for Behavioral Advertising by certain Advertising Service Providers we use by using their opt-out tools. Some of these Advertising Service Providers, and links to their opt-out tools, are:

- Adobe: <http://www.donottarget.com/>
- AdRoll: <https://app.adroll.com/optout/safari>

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Some advertising service providers may participate in the Network Advertising Initiative's (NAI) Opt-Out Tool (<http://www.networkadvertising.org/choices/>) and/or the Digital Advertising Alliance (DAA) Consumer Choice Page (<http://www.aboutads.info/choices/>), and therefore you can opt-out of certain services by those Advertising Service Providers (and other NAI or DAA member companies) by visiting the links included here. Please click on the links to these tools to learn more about your choices.

- **Web Browser Controls:**

You can prevent the use of certain Tracking Tools on a device-by-device basis by using the controls in your web browser. These controls can be found in the Tools > Internet Options menu for your browser, or as otherwise directed by your browser's support feature. Through your web browser, you may be able to:

- Delete existing Tracking Tools
- Disable future Tracking Tools
- Set your browser to provide you with a warning each time a cookie or certain other Tracking Tools are being set

- **Mobile Opt Out:**

Your mobile devices may offer settings that enable you to make choices about the collection, use, or transfer of mobile app information for Behavioral Advertising. You may also opt-out of certain Tracking Tools on mobile devices by installing the DAA's AppChoice app on your mobile device (for iTunes, visit <https://itunes.apple.com/us/app/appchoices/id894822870?mt=8>, for Android, visit <https://play.google.com/store/apps/details?id=com.DAA.appchoices&hl=en>). For more information, please visit <http://support.apple.com/kb/HT4228>, or <https://support.google.com/ads/answer/2662922?hl=en> and <http://www.applicationprivacy.org/expressing-your-behavioral-advertising-choices-on-a-mobile-device>, as applicable.

Please note the following with respect to opting out of Behavioral Advertising:

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device, you will need to renew your opt-out choice.

- Opting-out of, deleting, rejecting, disabling or turning off Tracking Tools does not mean that you will no longer receive online ads. Opting-out of Behavioral Advertising only means that such ads will no longer be tailored to your specific viewing habits or interests, but you may continue to see ads on and about the Services.

How We Respond to Do Not Track Signals

We do not currently respond to "do not track" signals or other mechanisms that might enable consumers to opt-out of tracking on our Services.

INFORMATION CHOICES AND CHANGES

Below are some ways you can control the collection and use of your and/or your student's information in connection with the Services. While we and others give you choices described in this Policy, there are many ways web browser signals and other similar mechanisms can indicate your choice to disable tracking, and we may not be aware of or honor every mechanism.

Promotional Emails

You may "opt-out" of receiving our promotional emails by following the instructions in those emails. If you opt-out, we may still send you non-marketing emails. Non-marketing emails include emails about your accounts and our transactions with you.

Information in the Services

You may change some of your or your student's personal information stored in the Services by following the directions on the Site or App. You may send requests about your or your student's personal information, including requests to change your or your student's contact preferences and update or correct your or your student's personal information, to our contact information below. In some cases, changes about a student's personal information may have to be executed by the student's school or teacher, and in such situations, we will attempt to assist you and the school or teacher with such efforts.

Behavioral Advertising and Tracking Tools

You can opt-out of certain mechanisms for tracking, including tracking of your online activities over time and across different websites, by using one or more of the options described above in the "Interest-Based and Behavioral Advertising" section of this Policy.

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information with your or your student's school or our third party service providers, we may not be able to provide the Services to you or your student. Additionally, you cannot prohibit us from sharing your or your student's personal information when reasonably necessary to defend the rights or property of us, including our Services, or anyone else or as reasonably necessary to comply with relevant laws or respond to a legal request.

Review

You may review your or your student's personal information by logging into your or your student's account or by sending us an email or postal mail at the address below.

Retention

We will retain your or your student's personal information, including after the school term in which you or your student uses the Services, for only as long as is reasonably necessary to fulfill the purpose for which the information was collected. Generally, Newsela will delete a user's personal information 4 years after the user's last login to the Services.

Deletion

You may request deletion of your or your student's personal information by sending us an email or postal mail at the address below. IN SUCH CASE, WE WILL NO LONGER ALLOW THE APPLICABLE USER TO USE THE SERVICES. We will delete your or your student's information using reasonable measures to protect against unauthorized access to, or use of, the information in connection with its deletion. When we delete a user's personal information, it will be deleted from our active databases but we may retain an archived copy of such user's records as required by law or for legitimate business purposes.

Refusing Further Collection or Use

You may at any time refuse to permit our further use or future online collection of your or your student's personal information, by terminating your or your student's account and directing us to delete your or your student's personal information (as described above). IN EITHER CASE, WE WILL NO LONGER ALLOW THE APPLICABLE USER TO USE THE SERVICES. We will not have any liability whatsoever for any termination of the account or related deletion of your or your student's personal information. After termination, a terminated user will not be able to use his or her account anymore. Access to schoolwork associated with the account will no longer be available to such user.

Reliance on Teacher or Parental Instructions

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not be held liable for any disclosure made in good faith and following reasonable procedures in responding to a request for disclosure of a student's information from such individual.

Third Parties

Different rules might apply to the collection, use or disclosure of your information by third parties in connection with their advertisements, promotions and other websites you encounter on the Internet. The use of such technology by these third parties, and their policies and practices regarding your information and their sites and services, is within their control and not Newsela's. Those parties may use the information they collect from you consistent with their own privacy policies, which we encourage you to carefully review.

SECURITY OF YOUR PERSONAL INFORMATION

We encrypt the transmission of your and your student's personal information using security measures designed to protect the security, privacy, confidentiality, and integrity of personal information against risks through the use of administrative, technological, and physical safeguards. We also take reasonable steps to release Children's personal information only to third parties who are capable of maintaining the confidentiality, security and integrity of such information, and who provide assurances that they will maintain the information in such a manner. Despite our efforts, however, third parties may still find ways to hack into the Services and intercept data transmissions. Therefore, although we take security very seriously and work very hard on behalf of your and your student's privacy, we cannot guarantee the security of your or your student's information.

STATE-SPECIFIC POLICIES

Connecticut For Connecticut local or regional boards of education purchasing Services directly or indirectly from, or pursuant to a group purchasing contract with, Newsela:

Pursuant to Connecticut Public Act 16-189:

“Student information,” “student records” and “student-generated content” have the same definitions as appear in CT Public Act 16-189. Student information, student records and student-generated content as defined in CT Public Act 16-189 are the property of and under the control of the school or district and not Newsela.

The local or regional board of education may request the deletion of student information, student records or student-generated content in the possession of Newsela by sending a written

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A student, parent or legal guardian of a student may review personally identifiable information contained in the student records and correct erroneous information, if any, in such student record by contacting the school or district, which may access and amend all such records via the classroom portal provided by Newsela.

Newsela maintains commercially reasonable security standards to help safeguard your student information. These include encryption of the data in transit and at rest, use of two-factor authentication to access the system, regular software security updates and additional network and physical security measures. In addition, Newsela staff members undergo annual privacy and security training.

In accordance with the provisions of Section 4 of CT Public Act 16-189, in the event of an unauthorized release, disclosure or acquisition of student information, student records or student-generated content, Newsela shall notify the local or regional board of education as soon as practicable, but no later than the period of time required in clauses (a) (1) or (2) of Section 4 of CT Public Act 16-189 (as applicable) after Newsela becomes aware of it.

Upon completion of the contracted services, and with the written request from the school or district that student information be deleted, Newsela shall delete the data. If no such request is received, personally identifiable information from pupil records will be destroyed in accordance with Newsela's Privacy Policy.

Newsela shall work with the local or regional board of education to ensure compliance with the Family Educational Rights and Privacy Act of 1974, 20 USC 1232g, as amended from time to time.

The laws of the state of Connecticut shall govern the rights and duties of the parties with respect to this section of the Terms.

Should any provision of these Terms be held invalid by a court of competent jurisdiction, the invalidity does not affect other provisions or applications of the Terms which can be given effect without the invalid provisions or application.

CONTACT INFORMATION

We welcome your comments or questions about this Policy. Feel free to email us at privacy@newsela.com. You may also contact us at our address: 620 8th Avenue, 21st Floor New

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change the Last Revised date above.

If we make material changes to this Policy, we will send a notice to the email address we have on file for the account holder. For material changes regarding use or collection of data, we will provide choices and additional information regarding the collection of such data before it is used in any manner inconsistent with the terms initially provided to users.

You are responsible at all times for providing to us your most current email address.

Except as otherwise provided in this Policy, any changes to this Policy will be effective immediately for new users of the Site, App and Services.

Newsela Child Privacy Policy

We know how important it is to you to understand how your Child's personal information is collected and shared. We take your Child's privacy very seriously. This Children's Privacy Policy ("Children's Policy") describes how Newsela, Inc. and its related companies ("Newsela" or "We" or "Us") collect, use, and disclose personal information from students under the age of 13 who have been given access to the Services by their school or their parents (each, a "Child") and explains how each parent or guardian ("Parent" or "you") may request the deletion of, or place certain restrictions on the collection, use, and disclosure of, your Child's personal information. This Children's Policy applies to the Newsela websites available at www.newsela.com, the Newsela mobile application, and any of our other websites or applications that post this Children's Policy (respectively the "Site" or "App"), and our services made available through the Site or App (together with the Site and the App, the "Services"). By submitting personal information through our Services, you expressly consent to the processing of your and your Child's personal information in the U.S. in accordance with this Children's Policy.

Our general Privacy Policy, available at <https://newsela.com/pages/privacy-policy/>, applies to all users of the Services who are 13 years of age or older. For clarity, this Children's Policy does not apply to users with Learner accounts, as individuals under the age of 13 are not eligible to register for or use Learner accounts.

IMPORTANT NOTICE FOR SCHOOL USERS

If your Child has been given access to the Services by the school your Child is affiliated with, this Children's Policy does not govern how your school might collect, use, or disclose your Child's information. Please consult with your school for more information about their privacy practices.

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PROTECTION OF STUDENT DATA

When Newsela provides our Services to students, teachers and schools, our collection, use and disclosure of student data, including any personally identifiable information, is governed by and in compliance with our Terms of Use, any agreement with the school or district, and the provisions of the Family Educational Rights and Privacy Act ('FERPA'), the Children's Online Privacy Protection Act ('COPPA') and other applicable laws that may relate to the collection and use of personal information of students. If you have any questions about our collection and use of student data, please contact us at info@newsela.com. If you have any questions about reviewing, modifying, or deleting the personal information of a student who accesses our Services through a school, please contact your school directly.

WHAT WE COLLECT

We collect information about your Child in a variety of ways, such as information that your Child provides to us, information that your Child's school provides to us, information collected automatically through technology, information collected through the use of cookies and unique identifiers, and information collected through the use of third party analytics technologies. We may combine information we collect from you or your Child's teacher or school (see our general Privacy Policy) with information we collect from your Child.

Information Your Child Gives Us

We collect any personal information your Child provides to us, including your Child's name, classroom affiliation, username, and password. We also collect information about how your Child interacts with the Services, including the articles that your Child reads, the types of articles your Child has expressed interest in, quiz-related information, responses your Child writes to teacher assignment prompts, how much time your Child spends reading the articles, and other performance related information. We also collect writing by your Child in many forms, including but not limited to their annotations and written responses to writing prompts. We may also collect information about your Child provided by your school.

Information about Your Child that Your Child's School Gives Us

We collect personal information about your Child that your Child's school, school district and/or their administrators choose to provide to and share with us, directly and through third party service providers.

Information Automatically Collected from Your Child

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browser language, mobile device ID, device hardware type, the website or application visited or used before or after accessing our Services, the parts of the Services accessed, length of time spent on a page or using a feature, access times for a webpage or feature, and demographic information, such as gender and age range. These Tracking Tools help Newsela learn more about our users, such as their demographics and internet behaviors, so that we can improve our Services. For clarity, our third party business partners do not have access to Tracking Tools set by Newsela or on our Services except to the extent necessary to provide services to the Services.

We do not behaviorally target advertising to Children on sites that are directed to Children or where Newsela has actual knowledge that a user is under 13. For more information about Newsela's Behavioral Advertising activities, please see [the section in our general Privacy Policy titled "Interest-based or Online Behavioral Advertising"](#).

The following are Tracking Tools used by Newsela or its third party service providers in connection with the Services:

COOKIES

We may automatically collect information using "cookies." Cookies are small data files stored on your Child's hard drive by a website. Among other things, cookies help us make our Services and your Child's experience better. We use cookies to see which parts and features of our Services are popular, to count visits to our Services and improve or tailor the Services to make them more relevant to your Child.

UNIQUE IDENTIFIERS

We may use unique identifiers to track individual usage behavior on our Services, such as length of time spent on a particular page and pages viewed during a particular log-in period. The unique identifiers collect information about a Child's use of the Services on an individual basis. We use the information that we gather through unique identifiers to evaluate and improve the Services and its content, including, but not limited to, the effectiveness of certain materials on our Services and a Child's experience while using the Services.

ANALYTICS AND OTHER TECHNOLOGIES

We use other technologies and analytics services (including Google Analytics) to help analyze how users use the Services. These analytics use cookies, digital images called web beacons, and other technological methods to collect and store information such as how often users visit the Services, what features they use, what pages they visit, what emails they open, and what other

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WEB BEACONS

Web beacons, or clear GIFs or pixel tags, are small graphic image files that can be embedded in web pages to collect information about a Child's use of our Services. The information collected by web beacons allows us to analyze use of the Services, such as how and how many people are using the Services.

MOBILE DEVICE IDENTIFIERS

Mobile device identifiers are identifiers stored on a mobile device that may track a Child's mobile device, and data and activities occurring on and through it, as well as the applications installed on it. Mobile device identifiers enable collection of personal information (such as media access controls) as well as non-personally identifiable information (such as usage and traffic data). As with other Tracking Tools, mobile device identifiers help Newsela learn more about our users' demographics and internet behaviors and operate and improve the Services.

How We Respond to Do Not Track Signals

We do not currently respond to "do not track" signals or other mechanisms that might enable consumers to opt-out of tracking on our Services.

THIRD PARTY ACCOUNT CONNECTIONS

If your Child chooses to log on or otherwise associate the Services with another third party account (for example, a Google Account), we may receive information from that third party site to make it easier for your Child to create an account on the Services and display relevant content. Any information that we collect from these third party accounts may depend on the privacy settings your Child has with that third party, so please consult their privacy and data practices.

USE OF PERSONAL INFORMATION

We use information collected through our Services, or disclosed by your Child on our Site or App or in connection with our Services, for the purposes described in this Children's Policy. For example, we may use your and your Child's information to:

- understand your Child's performance in relation to others and to provide you and your Child with insight into their performance;
- understand your Child's preferences and to enhance your Child's experience and enjoyment using our Site, App and Services;

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- communicate about promotions and other news about Services offered by us;
- protect, investigate, and deter against fraudulent, unauthorized, or illegal activity;
- link or combine with other personal information about your Child that we get from third parties such as your associated school, to help understand your Child's needs and provide your Child with better service; and
- provide services that your Child requests.

We will not use your Child's personal information in any way other than in connection with providing the Services, as described in this Children's Policy, or as directed by a teacher, parent/legal guardian or school.

SHARING OF PERSONAL INFORMATION

We do not share your or your Child's personal information other than as follows:

- with your school or school district at their request;
- with new teachers within a school that already uses Newsela or schools within a district that already uses Newsela;
- with third party service providers, consultants, and other service providers who perform services for us and need access to your or your Child's information to do that work in a manner consistent with this Children's Policy (for example, our web hosting provider, third party analytics service providers and purchase processors);
- to comply with laws or to respond to lawful requests and legal process;
- to protect the rights and property of Newsela, our agents, users, and others including to enforce our agreements, policies, and terms of use;
- in an emergency to protect the personal safety of its users or any person;
- in connection with or during negotiation of any merger, financing, acquisition, bankruptcy, dissolution, transaction or proceeding involving sale, transfer, divestiture or disclosure of all or a portion of our business or assets to another company, in which case the company receiving the personal information would be obligated to follow this Children's Policy.

We may create, use, and disclose anonymized and aggregated data for our own purposes by excluding information (such as your Child's name) that makes the data personally identifiable to your Child. The purposes for which we may create, use, and disclose anonymized and

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We may create and use anonymized and/or aggregated data for our own purposes by excluding information (such as your Child's name) that makes the data personally identifiable to you or your student. The purposes for which we may create and use anonymized and/or aggregated data include but are not limited to, conducting analysis and generating statistics regarding the use of our Site, App and/or Services.

We will not share your Child's personal information in any way other than in connection with providing the Services, as described in this Children's Policy, or as directed by a teacher or school.

We require our third party service providers not to use your Child's personal information other than to provide the services that we have requested. **We will not disclose your Child's personal information to any third party for that third party's own marketing purposes. Additionally, we will not knowingly use or disclose your Child's information (whether personal information or otherwise) for behavioral targeting of advertisements to your Child. We do not sell Children's personal information.** For clarity, we may make recommendations within or through the Services of features, tools, and content on the Services to students, including Children, based on their demographic information or activities on our Services. For example, we may suggest a text set to a student based on a previous one the student has read or based on the student's age or grade level.

INFORMATION CHOICES AND CHANGES

Below are some ways you can control the collection and use of your Child's information in connection with the Services. While we and others give you choices described in this policy, there are many ways web browser signals and other similar mechanisms can indicate your choice to disable tracking, and we may not be aware of or honor every mechanism.

Information in the Services

You may change some of your or your student's personal information stored in the Services by following the directions on the Site or App. You may send requests about your or your student's personal information, including requests to change your or your student's contact preferences and update or correct your or your student's personal information, to our contact information below. In some cases, changes about a student's personal information may have to be executed by the student's school or teacher, and in such situations, we will attempt to assist you and the school or teacher with such efforts.

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[Policy titled "Interest-based or Online Behavioral Advertising"](#). However, if you would like to opt-out of certain mechanisms for tracking on a device or web browser used by your Child, including tracking of online activities over time and across different websites, you can use one or more of the options described above in the "Interest-Based and Behavioral Advertising" section of the general Privacy Policy.

If you delete your Child's cookies, use a different browser or device, or buy a new computer, you or your Child will need to renew your opt-out choice.

Disclosure

You may prohibit us from disclosing your Child's personal information with a third party by contacting us at the information provided below to opt-out of such disclosures in advance; provided that if you prohibit us from sharing your Child's personal information with your Child's school or our third party service providers, we may not be able to provide the Services to your Child. Additionally, you cannot prohibit us from sharing your Child's personal information when reasonably necessary to defend the rights or property of us, including our Services, or anyone else or as reasonably necessary to comply with relevant laws or respond to a legal request.

Review

You may review your Child's personal information by logging into your Child's account or by sending us an email or postal mail at the address below.

Retention

We will retain your Child's personal information, including after the school term in which your Child uses the Services, for only as long as is reasonably necessary to fulfill the purpose for which the information was collected. Generally, Newsela will delete a Child's personal information 4 years after the Child's last login to the Services.

Deletion

You may request deletion of your Child's personal information by sending us an email or postal mail at the address below. IN SUCH CASE, WE WILL NO LONGER ALLOW YOUR CHILD TO USE THE SERVICES. We will delete your Child's information using reasonable measures to protect against unauthorized access to, or use of, the information in connection with its deletion. When we delete a Child's personal information, it will be deleted from our active databases but we

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You may at any time refuse to permit our further use or future online collection of your Child's personal information, by terminating your Child's account and directing us to delete your Child's personal information (as described above). IN EITHER CASE, WE WILL NO LONGER ALLOW YOUR CHILD TO USE THE SERVICES. We will not have any liability whatsoever for any termination of the account or related deletion of the Child's personal information. After termination, your Child will not be able to use his or her account anymore. Access to schoolwork associated with the account will no longer be available to your Child.

Reliance on Parental Instructions

We may, and you authorize us to, rely on the instructions that we reasonably believe are given by you as a parent of your Child. For example, if a person calls our customer support number and provides the account information we request, we may assume that the person calling is the Child's parent. We will not be held liable for any disclosure made in good faith and following reasonable procedures in responding to a request for disclosure of a Child's personal information from such individual.

Emails

You may "opt-out" of receiving our promotional emails by following the instructions in those emails. If you opt-out, we may still send you non-marketing emails. Non-marketing emails include emails about your Child's accounts and our business dealings with you and/or your Child. You may change some of your Child's personal information stored in the Services by following the directions on the Site or App. You may send requests about your Child's personal information, including requests to change your Child's contact preferences and update or correct your Child's personal information, to our contact information below. In some cases, changes about your Child's personal information may have to be executed by your Child's school or teacher, and in such situations, we will attempt to assist you and the school or teacher with such efforts.

Third Parties

Please be aware that different rules might apply to the collection, use or disclosure of your Child's information by third parties in connection with their advertisements, promotions and other websites you encounter on the Internet. The use of such technology by these third parties, and their policies and practices regarding your information and their sites and services, is within their control and not Newsela's. Those parties may use the information they collect from your Child consistent with their own privacy policies, which we encourage you to carefully review.

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take reasonable steps to release Children's personal information only to third parties who are capable of maintaining the confidentiality, security and integrity of such information, and who provide assurances that they will maintain the information in such a manner. Despite our efforts, however, third parties may still find ways to hack into the service and intercept data transmissions. Therefore, although we take security very seriously and work very hard on behalf of your Child's privacy, we cannot guarantee the security of your Child's information.

CONTACT INFORMATION

We welcome your comments or questions about this Children's Policy. Feel free to email us at privacy@newsela.com. You may also contact us at our address: 620 8th Avenue, 21st Floor New York, NY 10018

CHANGES TO THIS CHILDREN'S POLICY

We may change this Children's Policy from time to time. If we make any changes to this Children's Policy, we will change the Last Revised date above.

If we make material changes to this Children's Policy, we send a notice to the email address we have on file for the accountholder, which may include your Child's teacher. For material changes regarding use or collection of data, we will provide choices and additional information regarding the collection of such data before it is used in any manner inconsistent with the terms initially provided to users.

Except as otherwise provided in this Children's Policy, any changes to this Children's Policy will be effective immediately for new users of the Services. You are responsible at all times for providing to us your most current email address.

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