



Quote

Date	Quote #
06/08/2020	US519178535R

Payment Status
Open

Bill To Attention
Accounts Payable Boone County Schools 8330 US 42 Florence KY 41042 United States

Username	E-mail
grayms	roxanne.collins@boone.kyschools.us

Item	Type	Qty	Description	Rate	Amount
School BP 24/7	Renewal	1	Unlimited access to over 800 standards-aligned BrainPOP lessons, including embedded creative and computational projects for 12 months.	2,195.00	2,195.00
Quote valid for 90 days. All amounts listed are in USD. This subscription is governed by the Terms of Use and Privacy Policy posted on www.brainpop.com, as amended from time to time. By accepting this quote, you agree to these terms. Changes/modifications to the terms must be approved and signed by an authorized representative of BrainPOP. Terms and conditions submitted with any Purchase Order shall not apply to this subscription.				Total	\$2,195.00

I accept the purchase of the items included herein. I understand that I will be invoiced for this order.

Name: _____ Authorized Signature: _____

Title: _____ Date: _____

*Please include any applicable tax exemption certificates for the school/district along with your order.

Remit to: BrainPOP Accounts Receivable PO BOX 28119 | New York, NY 10087-8119 | Fax: 866-867-6629
Please make all checks payable to 'BrainPOP'. Email: purchaseorders@brainpop.com

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Last updated on June 15, 2020

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The services are operated by BrainPOP LLC and its related companies (“we,” “us”). If you have any questions concerning our Services or the respective operator(s), you may contact us at the following address:

BrainPOP

71 W 23rd St., 17th Fl.

New York, NY 10010

Phone: 212.574.6000

Email: info@brainpop.com (<mailto:info@brainpop.com>)

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In our sole discretion and without prior notice or liability, we may discontinue, modify or alter any aspect of the Services and suspend, discontinue, delete, modify, or remove any content or functionality offered in the Services from time to time. In addition, in the future, we may charge users for certain content or functionality which may be presently available for free.

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Please review our **privacy policy**

(https://www.brainpop.com/about/privacy_policy_june2020/) ("Privacy Policy"), which is incorporated into, and considered part of, these Terms of Use. The Privacy Policy explains our privacy practices for the Services. By visiting our Services, you also consent to our Privacy Policy, so please read them carefully.

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THE CONTENT; SUBMISSION OF USER CONTENT AND USE OF OUR SERVICES

CONTENT

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While using our Services, you may be referred to or linked from or to third party sites, such as educational partners whose games are included on our GameUp portal. Users should keep in mind that once they leave BrainPOP and visit a third party site, our privacy policy is no longer in effect. We are not responsible for information, content, terms of use, or privacy policies on these other sites. By browsing and interacting with any other website, you are subject to that website's own rules and policies. Please read those rules and policies

carefully before proceeding. Please also keep in mind that you do have the option to block third party links. To do so, please contact our support team at **privacy@brainpop.com (mailto:privacy@brainpop.com)**.

Adult-facing pages of our Services websites may also provide links to social plugins and third party sites that have separate privacy policies and procedures; by clicking through to them, you are subject to their rules and policies. The use of these social media plugins is optional and leads to user-generated content. We are not responsible for information, content, terms of use, or privacy policies at these social networks or third party sites.

We expressly disclaim any and all liability in connection with your use of any features or content provided by third parties. Any such use of third party content is at your own risk and may subject you to additional or different terms and restrictions by the third party running the service.

EMBEDDED CONTENT FROM OUR SERVICES

Our Services may provide you with an “Embedded Features” option that enables you to incorporate certain Content into your own personal, non-commercial websites for use in accessing the materials on our Services (“Embedding”). Your use of Embedding, is subject to these Terms of Use, in all respect, including, but not limited to limitations imposed by the Use License. You must provide a prominent link back to our Services on all pages containing the Embedded Features. Please note that all of the limitations and restrictions and all of the terms included in these Terms of Use apply to the use of this feature. We reserve the right to revoke the license to use the Embedded Features for any reason in our sole discretion and without providing you with explanations or clarifications. You agree to remove the Embedded Features from our Services immediately upon request from us.

USER CONTENT

Student Records:

Student Records are records that are directly related to a student and maintained by BrainPOP on behalf of a school or district subscriber. Each school or district has access to a user-friendly administrator dashboard that allows direct control over the Student Records at all times. The administrator(s) appointed by the school or district can create, update, review, modify, and delete individual accounts, and monitor logins within the individual accounts. We will solely use the Student Records for the purpose of providing and enhancing teacher and student use of the Services.

For more information about Student Records, see our **Privacy Policy (https://www.brainpop.com/about/privacy_policy_june2020/)**.

Other User Content:

Certain functionalities within adult-facing pages of our Services may allow you to submit, upload, post, or create (collectively “submit”) certain types of content (“User Content”). Except for Student Records as defined in our Privacy Policy, you acknowledge and agree that we do not guarantee any confidentiality with respect to any User Content you submit. You shall retain all ownership rights to and shall be solely responsible for your own User Content and the consequences of submitting and publishing such User Content. You affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to create and publish any User Content you submit. You may not upload or post any User Content on our Services that infringes the copyright, trademark or other intellectual property rights of a third party nor may you upload User Content that violates any third party's right of privacy or right of publicity. You may upload only User Content that you are permitted to upload by the owner or by law.

By submitting any User Content other than Student Records as defined in our Privacy Policy, you grant us a worldwide, perpetual, non-exclusive, royalty-free, sub-licensable and freely transferable license to use, publish, reproduce, distribute, disseminate, copy, prepare derivative works of, and display, in whole or in part, the User Content, without additional approval or consideration, in any form, media, or technology now known or later developed for the full term of any rights that may exist in such User Content, and you hereby waive any claim to the contrary. You acknowledge and agree that such User Content may be utilized by our users in various ways over which we do not have any control and you expressly release us from any claims with respect to any use of User Content by any third parties.

We do not endorse any User Content submitted to our Services and expressly disclaim any and all liability in connection with such User Content. We reserve the right to remove or modify any User Content in any manner, at any time and without prior notice. If you find any inappropriate Content on our Services, we encourage you to report such inappropriate content to: info@brainpop.com (<mailto:info@brainpop.com>).

USER CONTENT RESTRICTIONS

We strictly prohibit the use of our Services for offensive, illegal or harming purposes. You agree not to use our Services (i) to create, edit, post or share any content that is harmful, unlawful, obscene, libelous, racist, hateful, or criminal or that violates the privacy of others, or any other illegal, offensive or inappropriate content, or (ii) for purposes that are illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise objectionable, as determined in our sole and absolute discretion.

You further agree not to use our Services in a manner that (i) is unlawful, fraudulent, deceptive, or impersonates any person or entity; (ii) uses technology or other means to access unauthorized content or non-public spaces or reverse engineer any functionalities of our Services; (iii) uses any type of automated system or process, including without limitation, “bots,” “spiders,” or “crawlers,” to access unauthorized content or non-public spaces; (iv) introduces or attempts to introduce viruses or any other harmful computer code or programs that interrupt, destroy or limit the functionality of our Services or related servers and networks; (v) attempts to gain unauthorized access to our Service’s users’

accounts; (vi) constitutes a criminal offense or otherwise encourages criminal conduct; (vii) gives rise to civil liability; (viii) violates these Terms of Use in any manner; (ix) fails to comply with the Terms of Use applicable to Third Party Content; or (x) uses our Services for creating, sharing and sending unsolicited commercial messages.

Display of User Content on our Services does not constitute our approval or endorsement thereof. We reserve the right to remove any content that we deem to be illegal, offensive or inappropriate, in our sole discretion, and we reserve the right to take action against the user submitting such User Content, including, but not limited to, suspending any or all use of our Services, in any way or manner, or terminating such user's account.

USER ACCOUNT

Certain content and functionalities of the Services require registration in order to be able to enjoy such content and functionalities. We reserve the right to decide which content and functionalities require registration or will require registration in the future. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You agree to notify us immediately in the event of any known or suspected unauthorized use of your user account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your or anyone else's password. You are entirely responsible for any and all activities which occur under your user account. You agree to immediately notify us of any unauthorized use of your user account or any other breach of security known to you.

If you provide any information that is untrue, inaccurate, or incomplete (including but not limited to falsely self-identifying), or we have reasonable grounds to suspect that such is the case, we reserve the right to suspend or terminate your user account and refuse any and all current or future use of our Services.

In the course of the registration process to certain features or products in our Services, you may be entitled to upload a profile picture to your account. The profile picture you upload may not contain nudity, obscenity, sexually explicit material or contain images of people which have not given you a prior written permission to use their image.

STUDENT ACCOUNTS

Our individual accounts system allows you to create student accounts. If you are an educator, you warrant and represent that you are authorized to use our Services with your students on behalf of your school and/or district.

If you are a school, a district or an educator using the individual accounts on behalf of your students, including in a free trial, you warrant and represent that you are authorized to act on parents'/guardians' behalf or that you have obtained consent from parents or guardians of your students in accordance to the laws governing your jurisdiction.

APPLICATIONS

Our Services may allow you to download certain applications to be used on mobile devices, such as smartphones or tablets (“Application” or “Applications”). The download and use of the Applications is governed by these Terms of Use and by any Terms of Use applicable to the Applications at the time you download onto your mobile device (“Mobile Terms of Use”). Any conflicts between these Terms of Use and the Mobile Terms of Use with respect to Applications shall be resolved in favor of the Mobile Terms of Use.

If you are downloading or accessing an Application via an application store operated by a third party (for example, App Store®), you acknowledge that such third party is not a party to and has not agreed to these Terms of Use or, otherwise, does not sponsor, endorse or have any affiliation with our Services. Your download of Applications through such third parties is subject to their respective terms of use (e.g. App Store® usage rules)

We may charge a fee for downloading the Applications that will be disclosed to you prior to you downloading the Applications. These fees are subject to change. In the event that we change the fees charged for the Applications, we will not provide any type of price protection, refunds or promotional pricing for any reason. Use of the Applications may be subject to standard messaging, data and other fees that may be charged by your mobile carrier. Your carrier may also prohibit or restrict the Applications and the Applications may be incompatible with your carrier or mobile device. If you have any questions concerning this, please contact your carrier to obtain further information.

Please note that our Applications are not available if your school is using a single sign on service.

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We respect the intellectual property of others. If you believe that any material on our Services infringes upon any copyright that you own or control, please send us a notification of such infringement containing the following information:

1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
2. A description of the copyrighted work or other intellectual property that you claim has been infringed;
3. A description of where the material that you claim is infringing can be found on our Services;
4. Your address, telephone number, and email address;
5. A statement that you believe that the disputed use is not authorized by the copyright owner, its agent, or the law; and
6. A statement by you at the bottom of your notification exactly as follows: **“I hereby declare, under penalty of perjury, that the above information is accurate and that I am**

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BrainPOP

71 W 23rd St., 17th Fl.

New York, NY 10010

Phone: 212.574.6000

Email: legal@brainpop.com (mailto:legal@brainpop.com)

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INDEMNITY

You agree to indemnify, hold us harmless and, at our option, defend us and our affiliates, and our officers, directors, employees, stockholders, agents and representatives from any and all third party claims, liability, damages and/or costs (including, but not limited to, reasonable attorneys' fees and expenses) arising from your improper use of the Services or our products or offerings, your violation of these Terms of Use, or your infringement, or the infringement or use by any other user of your account, of any intellectual property or other right of any person or entity. We reserve the right, at your expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim.

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Any waiver of any provision of the Terms of Use will be effective only if in writing and signed by the waiving party.

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You agree that the laws of the State of New York, without regard to principles of conflicts of laws, will govern these Terms of Use and any dispute of any sort that might arise between you and us. Any dispute relating to or arising from your use of the Services shall be solely adjudicated in the Supreme Court of the State of New York or in the U.S. Federal District Court located in New York County, New York, and you consent and submit to exclusive jurisdiction and venue in such courts and agree to accept service of process by electronic mail.

Without derogating from the above, any claim that you may have in connection with these Terms of Use must first, and before taking any other legal action, be submitted to us in the form of a complaint to **info@brainpop.com (mailto:info@brainpop.com)** to enable the parties to resolve the claim in a friendly and effective manner. If the parties fail to resolve the claim in this manner in a reasonable timetable, or if any other claim or dispute in connection with these terms arises, it shall be resolved in the exclusive jurisdiction and venue as specified above. Notwithstanding the foregoing, we may seek injunctive or other equitable relief to protect our intellectual property rights in any court of competent jurisdiction at any time.

CHANGES AND SEVERABILITY

You agree to check the Terms of Use periodically for new information and terms that govern your use of our Services. We reserve the right to make changes to our Services, our policies, and these Terms of Use at any time. Posting the modified Terms of Use on our Services will give effect to the revised terms. Your continued use of our Services indicates your acceptance of any revised terms. If you do not agree to the revised terms, stop using our Services immediately. If any of the terms or conditions in these Terms of Use shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

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You agree to receive communications from us electronically regarding your account, these Terms of Use and the Services, and such communications sent from us shall be considered sufficient means of notice, whether applicable law requires written notice or not. You further agree that your electronic communications, except for communications regarding subscriptions, are not confidential.

Please click on this link to view the previous version of our Terms of Use, in effect before June 15, 2020. (https://www.brainpop.com/about/terms_of_use_may2020/)

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BrainPOP Privacy Commitments

- We design and operate our technology and services with our users' protection and privacy in mind, and we make every effort to be transparent in our data collection and use practices.
- Our flagship education products include individual accounts that enable schools and parents to keep track of individual student learning and maintain control over their student data.
- We do not use student or children's personal information for advertising purposes, including targeted advertising.
- We do not rent or sell student data.
- BrainPOP uses industry standard protocol to ensure that student data is encrypted and transmitted securely from end to end and at rest.
- We limit the data collected from students or children to only that which is necessary to meet the educational purposes of BrainPOP.
- Districts, schools and homeschools are able to delete student personally identifiable information at any time.
- We are proud supporters of the **K-12 School Service Provider Pledge to Safeguard Student Privacy**. (<https://studentprivacypledge.org/privacy-pledge/>)
- We provide prominent notice to users and send out email notices to customers before making any material changes to our Privacy Policy.
- BrainPOP complies with the Children's Online Privacy Protection Act (COPPA).
- BrainPOP agrees to operate as a school official as the term is used in the Family Educational Rights and Privacy Act (FERPA), and operates at the direct control of our school and district customers with respect to our use and

Privacy Questions? If you have questions or complaints regarding our privacy policy or practices, please contact us at privacy@brainpop.com (<mailto:privacy@brainpop.com>).

Privacy Policy

Last updated June 15th, 2020.

This privacy policy applies to all the BrainPOP and its affiliates ("BrainPOP") owned and operated websites and mobile applications (which we collectively refer to as "Services"). By accessing or using our Services, you agree to the terms of this Privacy Policy.

Definitions

For purposes of this policy, we will use the following definitions:

Personally identifiable information (PII) is information that can identify a user of the Services, including his or her e-mail, name, and address.

De-identified information is information from which personally identifiable components have been removed and a reasonable determination made that an individual is not identifiable.

Student Records are records that are directly related to a student and maintained by BrainPOP on behalf of a school or district subscriber.

What Type Of Information Do We Collect And Why?

Education Product Subscribers:

Information collected during the subscription process: During the registration process for any of our subscriptions, we ask the subscriber to provide us with a name, email address, school or district affiliation (when applicable), phone number, and billing information. We may also ask you to provide username and password. We use the information to create and service the account, fulfill the subscription and send you service-related announcements. For instance, we may send emails about routine maintenance, new feature launches or product recommendations related to your subscription. We may also use this contact information to request feedback on our products and services, to inform future customer service and product improvements. If you are registering for a free trial, we will use the information to create a free trial account and to send occasional promotional emails and other marketing campaigns. You may opt out of promotional email messaging at any time as described in the Opt Out section below.

BrainPOP At Schools:

Whether engaging with BrainPOP through a free trial or a paid subscription, schools or districts are required to appoint an administrator (“Administrator”), who is authorized by the school or the district to be responsible for the Students Records.

Each school or district Administrator has access to a dashboard that allows them to create, update, review, modify and delete individual accounts, and monitor logins within the individual accounts.

To create the teacher accounts, we require a full name, email address, class name, and a password security question. We also use the email address to send product updates and use recommendations, password recovery information, effectiveness and efficacy data, invitations to participate in surveys and research and more (messaging may not be available in all jurisdictions). An unsubscribe option is included in promotional messaging.

If a school or district uses and accesses individual accounts through any of the single sign on services that we support, we collect the information we use for the individual accounts function from the third party integrated service.

Students:

Students accounts can be created by the school, the district, or by the teachers, or the teacher can invite the students to create the accounts using a class code provided by the teacher. We collect students’ full name, class, graduation year/grade, username, password

and security question(s). Students will be able to store their activities, quizzes, movies and other projects they've created and correspondences with their teachers within their individual accounts. We collect student's voice-recording if they use the recording feature in Make-a-Movie®.

BrainPOP At Home:

To create a family subscription for home use, parents or legal guardians are asked to provide their full name, email address and other minimally required personal information.

For family subscriptions that permit individual accounts, we also ask parents or guardians for their children's name (first or full name, depending on product), graduation year/grade, username, password and security question(s), an avatar image, when applicable. We use this information to create the individual child accounts. Some of the family subscriptions allow children to store their activities, quizzes, movies and other projects they created, and badges or goals they have achieved, and the Homeschool subscription allows for children to correspond with the parent/guardian within the Services.

Parents or guardians subscribing to the family products will receive occasional emails with information about usage of the accounts, new features, product use recommendations, effectiveness and efficacy testing, backup schedules, survey and research participation invitation and more. An opt-out will be included at the bottom of promotional messaging.

Children Under Age 13:

In compliance with the Children's Online Privacy Protection Act (COPPA), BrainPOP does not collect personally identifiable information from children under 13, without a parent or guardian's consent, or that of a school if applicable. Parents and guardians of children under 13 who use any of the BrainPOP products have certain rights under COPPA and BrainPOP recognizes those rights. At any time, parents/guardians using a home product may request to review the personal information we collected from their child, request that we make no further use of that information or request that we delete it. To exercise your right to delete information, please use the contact information below. Parents/guardians of children using BrainPOP through a school account should contact their school to exercise their rights and we will work with the parent/guardian and school together to facilitate those requests.

A child's participation or access to an activity on BrainPOP cannot be conditioned on him or her providing more personal information than is reasonably necessary for that activity.

Connecting With BrainPOP:

Contact information for newsletter and surveys: On BrainPOP Educators®, and other adult-facing pages of our Services, including pages that do not require log in, adult users may choose to sign up for newsletters, promotional offerings, or participation in surveys, all of which require contact information. The submitted contact information will be used for

promotional purposes, and you may opt-out at any time. An opt-out link or instructions on how to opt-out will be included at the bottom of such messages. Registration for newsletters, promotional offerings, and surveys participation are not intended for minors.

Information we collect when you contact us: When you send us messages through our system or by email or through other online platforms, we collect the information you provide, including your message and any contact information you include. We use and retain such information to respond to your request, facilitate support to you in the future and to optimize our support services. We will respond once to messages from children under age 13 and then we delete those messages and any personally identifiable information contained in them.

Feedback: Certain features we offer include an option to provide us with feedback. The feedback feature does not identify the user submitting it. If we receive personally identifiable information through a feedback form we take steps to immediately delete that information. We reserve the right to use feedback for any purpose with no obligation to you.

Applying for a job: all resumes submitted by applicants through our website are submitted through BambooHR. We will only use the information for the application process.

Information Collected Automatically

We automatically receive and record information on our server logs from a user's browser. This may include the IP address, pages of BrainPOP visited, the time spent on those pages, and access times and dates. We use this information to better display our Services, maintain a user's session, identify the country the user is located in, monitor, analyze use of and administer BrainPOP, and to better tailor it to your needs. We may also use this information to serve advertising to adult users.

To collect this information, we use technological tools including:

Cookies. A cookie is a small data file sent from a website or application and stored on your computer or device. Cookies allow us to recognize your browser when you return to BrainPOP, remember your login information, enable access to paid content and monitor potential account misuse. Cookies also allow us to better understand how you interact with BrainPOP and to monitor aggregated usage. You can set your browser to detect some cookies, to stop accepting cookies or to prompt you before accepting a cookie. Disabling our cookies will prevent access to paid content and limit some of the functionalities within our Services. To learn more about browser cookies, including how to manage or delete them, look in the Tools, Help or similar section of your web browser, or visit **[allaboutcookies.org \(http://www.allaboutcookies.org\)](http://www.allaboutcookies.org)**.

Pixel Tags. A pixel tag (also known as a "clear GIF" or "web beacon") is a tiny image – typically just one-pixel – that we place in our marketing emails, newsletters, promotional offerings and surveys. We use pixel tags and line tracking to analyze the effectiveness of our marketing campaigns.

We use Google Analytics to assist us in collecting and assessing automatically collected information. For more information about Google Analytics, see **Google Analytics Terms of Service (<https://policies.google.com/terms>)** and the **Google Privacy Policy (<https://policies.google.com/privacy>)**. You can prevent Google Analytics from collecting information about you and recognizing you on return visits to our Services by disabling cookies on your browser or by installing the Google Analytics opt-out plug in. Note that we are not responsible for Google’s opt-out tools.

By using our Services, you agree to our use of these tracking technologies.

We do not track users across unaffiliated sites and services, however, when you use the Internet, unaffiliated parties such as ad networks, web analytics companies and social networking platforms may collect information about your online activities over time and across our and other websites. This information may be used to provide advertisements for products and services that may interest you, and those companies may use cookies, clear GIFs and other tracking technologies.

In addition, we and our third party partners may use tracking technologies to deliver targeted advertisements and marketing messages to adult users on our or unaffiliated websites and online services. We also occasionally source information about groups of adults to generate a "lookalike audience" or similar audience of prospective customers through advertising platforms. This allows us to target prospective customers with advertisements on their networks who appear to have shared interests or similar demographics to our existing customers, based on the platforms' own data. We do not have access to the identity of anybody in the lookalike audience, unless they choose to click on the ads, and this information is only used for customer prospecting.

To learn about interest-based advertising, “lookalike audiences” and how you can opt-out of these features, you may wish to visit the Network Advertising Initiative’s online resources, at **<http://www.networkadvertising.org/choices>** (**<http://www.networkadvertising.org/choices>**), and/or the Digital Advertising Alliance (DAA) resources at **<http://www.aboutads.info/choices>** (**<http://www.aboutads.info/choices>**). Note that if you wish to opt out, you will need to do so separately for each of your devices and for each web browser you use. You may also manage certain advertising cookies by visiting the EU-based Your Online Choices at **<http://www.youronlinechoices.eu/>** (**<http://www.youronlinechoices.eu/>**). You may also be able to limit interest-based advertising through the settings on your mobile device by selecting “limit ad tracking” (iOS) or “opt-out of interest based ads” (Android). You may also be able to opt-out of some – but not all – interest-based ads served by mobile ad networks by visiting **<http://youradchoices.com/appchoices>** (**<http://youradchoices.com/appchoices>**) and downloading the mobile AppChoices app.

We also subscribe to various third parties’ education market information and databases, for example databases of school contacts. We use this data to learn about the industry we serve, to improve our services and for direct marketing. Some third-parties may provide us

pseudonymized information about you (such as demographic information or sites where you have been shown ads) from offline and online sources that we may use to provide you more relevant and useful advertising.

Push notifications on mobile apps: Our adult users have the option to accept push notifications. If push notifications are accepted, we will store your previously provided name and email address in the push notification token. If you choose to receive push notifications, we will need to collect certain information about your device - such as operating system and user identification information - in order to ensure they are delivered properly. We also collect the user time zone, which is set on the device, to ensure that we send notifications at an appropriate time of the day. We do not combine this information with other PII. You may turn push notifications off at any time using your device controls.

How Long We Retain Personal Information:

Districts, schools and homeschools are able to delete student personally identifiable information at any time and in real time using the Administrator dashboard as mentioned above. Once that information is deleted, it is deleted from our servers – first from our servers and then, after two weeks later, from any back-up server. If information was not deleted by the school or the district before the subscription expired, we retain such information for a limited period of two years after expiration.

Student classroom accounts and the student identifiable information within them are automatically deleted after two years of inactivity - first from our server and then, two weeks later, from any back-up server. At that point it cannot be restored.

If your jurisdiction requires the deletion of student data within a shorter time period, or upon immediate termination of the subscription, you are required to delete such data using the Administrator dashboard as mentioned above or contact us for assistance at **info@brainpop.com (mailto:info@brainpop.com)**.

Districts and schools may request copies of their student personal information (which includes an CSV template file of names, classes and quiz scores), which shall be provided within four (4) weeks of the written request.

Individual accounts created on the BrainPOP Home subscription will automatically be deleted after three (3) months after the expiration of the subscription.

We will retain, use and share anonymous or aggregate and de-identified information for lawfully permissible purposes, including developing and improving educational products and services, educational research purposes, evaluating, informing and demonstrating the effectiveness and efficacy of our products and services.

How We Share Your Information

We may provide Personally Identifiable Information to our partners, business affiliates, and third party service providers who work for BrainPOP and operate some of its functionalities. These may include hosting, streaming, credit card processing services and companies that

provide marketing emails on our behalf. A current list of these third parties service providers is available to our subscribers upon request through privacy@brainpop.com (**mailto:privacy@brainpop.com**). These third parties service providers are bound contractually to practice commercially reasonable security measures and to use your Personally Identifiable Information solely as it pertains to the provision of their services. They do not have the independent right to share your Personally Identifiable Information or use it for any unrelated purposes.

We reserve the right to disclose personally identifiable information if we are required to do so by law, or if we believe that disclosure is necessary to protect our rights, protect your safety or others' safety, investigate fraud, and/or comply with a judicial proceeding, court order, subpoena, or legal process.

We also reserve the right to transfer your Personally Identifiable Information in case of a corporate restructuring (such as a merger, acquisition or other disposition of our business), as long as the receiving entity adopts this Privacy Policy regarding your information.

We may share teachers', administrators' and parents' email addresses collected when registering to free trials with third parties business partners for marketing purposes when the individual has opted in to receive such communication. You may opt out of promotional messaging at any time as described in the Opt Out section below.

Security

We strive to maintain security policies and procedures that are designed to protect your information.

Our servers are located in a secured, locked, and monitored environment to prevent unauthorized entry or theft, and are protected by a firewall. The servers are located in a data center in the United States and backed up daily to a secure, U.S.-based, off-site data center.

We apply a Secure Sockets Layer (SSL or HTTPS) encrypting technology to encrypt data in transit between the server and the browser remains encrypted. We also encrypt the data at rest.

Governance policies and access controls are in place to ensure that the information of each district, school, or other subscriber is separated, and all subscribers can only access their own data.

Only limited BrainPOP personnel have access to the database, and personnel only access it when necessary to provide services. Personnel with access to Student Records pass criminal background checks and undergo periodic privacy training.

We follow standardized and documented procedures for coding, configuration management, patch installation, and change management for all applicable servers, and we have a third party audit our practices at least once a year.

While we strive to maintain industry-standard privacy and security practices, it should be noted that no industry system is fail proof, and we are not responsible for security incidents not reasonably foreseeable or reasonably within our control. In the event of unauthorized access to Personally Identifiable Information, we will notify the affected subscriber(s) in accordance with applicable law, and as appropriate, coordinate with the subscriber to support notification of affected individuals, students, and families.

Links To Third Party Sites

While using our Services, you may be referred to or linked from or to third party sites, such as educational partners whose games are included on our GameUp® portal. While we contractually require our third parties partners to adhere to our privacy policies, you should keep in mind that once you leave BrainPOP and visit a third party site, our privacy policy is no longer in effect. We are not responsible for information, content, terms of use, or privacy policies on these other sites. By browsing and interacting with any other website, you are subject to that website's own rules and policies. Please read those rules and policies carefully before proceeding. Please also keep in mind that you do have the option to block third party links. To do so, please contact our support team at **privacy@brainpop.com** (**<mailto:privacy@brainpop.com>**).

Social Networks:

Adult facing pages within our Services contain social network sharing plug ins or widgets. These plugins may provide information to their associated social networks or third-parties about your interactions with our web pages that you visit, even if you do not click on or otherwise interact with the plug-in or widget. Information is transmitted from your browser and may include an identifier assigned by the social network or third party, information about your browser type, operating system, device type, IP address, and the URL of the web page where widget appears. If you use social network tools or visit social networking websites, you should read their privacy disclosures, to learn what information they collect, use, and share. We are not responsible for information, content, terms of use, or privacy policies at these social networks or third party sites.

Opt Out

If you have subscribed to receive marketing messaging from us, or if you receive an unwanted email from us, you can opt-out of receiving future emails by clicking the opt-out link in the email or alternatively by sending an email to info@brainpop.com, with "Opt out" in the subject line. We will process your request within a reasonable time after receipt. Note that you will continue to receive operational emails regarding the products or services you are subscribed to.

For California Residents

As a California resident, you have certain rights regarding your personal information. These rights include:

- **Right to Know and Access Information:** You may request access to the personal information we maintain about you in the ordinary course of business. This may include what personal information we collect, use, or disclose about you. We may not fulfill some or all of your request to access as permitted by applicable law.
- **Right to Deletion:** You may request that we delete your personal information. Depending on the scope of your request, we may refrain from granting your request, as permitted by applicable law. For example, we may be legally required to retain your information in our business records.
- **Right to Opt Out of the Sale of Your Personal Information:** California law considers certain uses of personal information, such as sharing your personal information with a third party in order to serve ads to you to be a “sale.” We do not sell personal information of children or students. However we do engage in some marketing behavior with data from adults that would be considered a “sale” under California law. You may request to opt-out of that use of your information by using the methods provided below or via **this form. (mailto:info@brainpop.com?subject=Do Not Sell My Info)**

In order to prevent unauthorized access to your information, we are required by law to verify your identity before we may address your request.

To Exercise Your Rights

BrainPOP is used in schools at the direction of our Customers. In addition, we are obligated under FERPA to remain under the direct control of our Customers with respect to our use and maintenance of student personal information that is part of the education record. As such, if you use BrainPOP through a school account and wish to exercise your rights in respect to student personal information, please contact your education institution and we will work with them to facilitate your request.

All other BrainPOP users and visitors may exercise these rights by:

- Calling us at Toll free phone number: 866-54-BRAIN (866-542-7246)
- Emailing us at **info@brainpop.com (mailto:info@brainpop.com)**
- Visiting **https://educators.brainpop.com/contact-us/contact-legal/ (https://educators.brainpop.com/contact-us/contact-legal/)**
- Or mailing us at BrainPOP, Attn: Legal Department, 71 W 23rd Street, 17th Floor, New York, NY 10010.

Your exercise of the above rights is subject to certain exemptions to safeguard the public interest and our interests. Requests to exercise these rights may be granted in whole, in part, or not at all, depending on the scope and nature of the request and applicable law. Where required by applicable law, we will notify you if and why we are unable to fulfill your request.

Non-discrimination: We shall not discriminate or otherwise penalize anyone for exercising their rights.

<p>Categories of Personal information we collect</p>	<ul style="list-style-type: none"> • Identifiers such as a real name, unique personal identifier, online identifier, Internet Protocol address, email address, billing address, and phone number. Your name, address, phone number and billing information may also considered personal information under subdivision (e) of California Business and Professions Code Section 1798.80 • Internet or other electronic network activity information regarding your interaction with BrainPOP • Geolocation information in the form of your country • Education information, defined as information that is not publicly available personally identifiable information as defined in the Family Educational Rights and Privacy Act (20 U.S.C. section 1232g, 34 C.F.R. Part 99). <p>For adult users, we also collect:</p> <ul style="list-style-type: none"> • Commercial information, including records of products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies. • Internet or other electronic network activity information, including, but not limited to, browsing history, search history, and information regarding a consumer’s interaction with an Internet Web site, application, or advertisement.
<p>Categories of sources from which the Personal Information is collected</p>	<ul style="list-style-type: none"> • We collect Personal Information directly from the Customer, teacher and from student users. • We also collect Personal Information about adult users and customer prospects from third parties’ education market information and databases, for example databases of school contacts. • We collect this information directly from you, from our business partners and affiliates, from your browser or device when you visit our websites, or from third parties that you permit to share information with us.

<p>Business or commercial purpose for collecting or selling Personal Information</p>	<p>We collect your Personal Information to provide the services and for the following business purposes:</p> <ul style="list-style-type: none"> • Performing services in accordance with our contract with the Customer and the terms of use including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, and processing payments. • Detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity, and prosecuting those responsible for that activity. • Debugging to identify and repair errors that impair existing intended functionality. • Sending you product communications.
<p>Categories of third parties with whom we share Personal Information</p>	<p>We share personal information with service providers who support us in delivering the Services as described above.</p> <p>For our adult users, we also share personal information with "third parties" as the term is defined in CCPA for targeted marketing purposes.</p>
<p>Specific pieces of Personal Information we have collected</p>	<p>Education Products Subscribers:</p> <p>Administrators, educators and parents: full name, email address, phone number, username, password, security question, school, school address (or home if parents), classes associated with the account, IP address</p> <p>Students: full name, username, password, security question, school and classes associated with the account, graduation year/grade, voice recording (if using Make-a-Movie recording feature), IP address</p> <p>Connecting with BrainPOP: name, email address, other contact information, IP address</p> <p>Website visitors: IP address, pseudonymous end user identifiers</p>

Authorized Agent: California residents may use an authorized agent on their behalf to exercise a privacy right discussed above. If you are an authorized agent acting on behalf of a California resident to communicate with us or to exercise a privacy right discussed above, you must be able to demonstrate that you have the requisite authorization to act on behalf of the resident and have sufficient access to their laptop, desktop, or mobile device to exercise these rights digitally. If you are an authorized agent trying to exercise rights on behalf of a BrainPOP user, please contact the user's school or district with supporting verification information, which includes a valid Power of Attorney in the State of California, proof that you have access to the user's device, and proof of your own identity.

Using BrainPOP® Outside The US

If you are using the Services outside the United States, you consent to having your information and data transferred to the United States. If you are in any jurisdiction with laws or regulations governing internet use, including collection, use, and disclosure of personal data, different from those of the United States, you may only use the Services in a manner that is lawful in your jurisdiction. If your use of the Services may be unlawful in your jurisdiction, please do not use them. If your use of the individual accounts may be unlawful in your jurisdiction, please do not use it.

Using BrainPOP® From The EU

BrainPOP processes your information in one of two capacities, either: (i) as a Data Controller for our own internal business operations, such as sales, marketing, administration etc., or (ii) as a Data Processor when carrying out our Services for our school customers using individual accounts.

As a Data Controller, BrainPOP processes your personal data, in accordance with applicable law, for the following purposes:

- a. track your interaction with our emails we send, so we can see if they are working as intended;
- b. sending you marketing communications/placing marketing calls, in order to keep you informed of our products and services, which we consider may be of interest to you;
- c. to comply with applicable law, for example, in response to a request from a court or regulatory body, where such request is made in accordance with the law; and
- d. where necessary for the establishment, exercise or defence of legal claims, whether in court proceedings or in an administrative or out-of-court procedure; and
- e. offer our goods to you in a personalized way, for example, we may provide suggestions based on your personal data to enable you to identify suitable goods and services.

The bases for processing of your personal data for the purposes described above will include:

- you provided us with your consent;
- for BrainPOP's legitimate business interests as outlined in paragraphs a., b. (where this does not include B2C email or phone marketing communications), d. and e. above; or
- for compliance with a legal or statutory obligation to which BrainPOP is subject.

Your personal data will be retained as long as is reasonably necessary for the purposes listed above or as required by applicable local law. Retention periods can vary based on the type of information and how it is used.

What Are Your Rights Under the GDPR?

Parents/guardians of children using BrainPOP through a school account should contact their school to exercise their rights and we will work with the parent/guardian and school together to facilitate those requests.

When we are operating as a Controller, we provide you with certain rights related to your personal data. To exercise your rights, please contact us at accessrequests@brainpop.com (**mailto:accessrequests@brainpop.com**). We will respond to your request within a reasonable time frame.

Please note that the rules in your country may provide you with additional rights or may limit the rights noted below. In all cases, we will comply with the applicable laws.

Right of access

You may have the right to obtain confirmation about whether or we process your personal data, and when we do, to request access to that personal data. The access information includes the purposes of processing, the categories of personal data involved, and the recipients or categories of recipients to whom the personal data have been or will be disclosed. However, this is not an absolute right and the interests of other individuals may restrict your right of access.

You may have the right to obtain a copy of the personal data undergoing processing. For further copies requested by you, we may charge a reasonable fee based on administrative costs.

Right to rectification

You may have the right to rectify inaccurate personal data concerning you. Depending on the purposes of the processing, you may have the right to have incomplete personal data completed, including by means of providing a supplementary statement.

Right to erasure

Under certain circumstances, you may have the right to obtain from us the erasure of personal data concerning you and we may be obliged to erase that personal data.

Right to restriction of processing

Under certain circumstances, you may have the right to restrict processing your personal data. In this case, the respective data will be marked and may only be processed by us for certain purposes.

Right to data portability

Under certain circumstances, you may have the right to receive the personal data concerning you, which you have provided to us, in a structured, commonly used and machine-readable format and you may have the right to transmit those data to another entity without hindrance from us.

Right to object

Under certain circumstances, you may have the right to object, on grounds relating to your particular situation, or where Personal Data are processed for direct marketing purposes at any time to the processing of your Personal Data by us and we can be required to no longer process your Personal Data.

Moreover, if your Personal Data is processed for direct marketing purposes, you have the right to object at any time to the processing of Personal Data concerning you for such marketing, which includes profiling to the extent that it is related to such direct marketing. In this case your Personal Data will no longer be processed for such purposes by us.

If you have concerns or complaints you may have a right to lodge a complaint with a supervisory authority.

EU-US Privacy Shield

BrainPOP LLC participates in and has certified its compliance with the EU-U.S. Privacy Shield Framework. BrainPOP is committed to subjecting all personal data received from European Union (EU) member countries, in reliance on the Privacy Shield Framework, to the Framework's applicable Principles. To learn more about the Privacy Shield Framework, visit the U.S. Department of Commerce's Privacy Shield List. <https://www.privacyshield.gov/list> (**<https://www.privacyshield.gov/list>**)

BrainPOP is responsible for the processing of personal data it receives, under the Privacy Shield Framework, and subsequently transfers it to a third party acting as an agent on its behalf. BrainPOP complies with the Privacy Shield Principles for all onward transfers of personal data from the EU, including the onward transfer liability provisions.

With respect to personal data received or transferred pursuant to the Privacy Shield Framework, BrainPOP's adherence to the Privacy Shield Framework is subject to the regulatory enforcement powers of the U.S. Federal Trade Commission. In certain situations, BrainPOP may be required to disclose personal data in response to lawful requests by public authorities, including requests to meet national security or law enforcement requirements.

If you have an unresolved privacy or data use concern that we have not addressed satisfactorily, please contact our U.S.-based third party dispute resolution provider (free of charge) at <https://feedback-form.truste.com/watchdog/request> (**<https://feedback-form.truste.com/watchdog/request>**).

Under certain conditions, more fully described on the Privacy Shield website <https://www.privacyshield.gov> (**<https://www.privacyshield.gov>**), you may invoke binding arbitration when other dispute resolution procedures have been exhausted.

Using BrainPOP® From Australia

We encourage schools in Australia to use our privacy notice (https://www.brainpop.com/about/australia_notice (**https://www.brainpop.com/about/australia_notice**)) to inform parents/guardians of our products and practices. This notice conforms to the notice requirements under the Australian Privacy Principles (APPs) 8 – cross-border disclosure of personal information.

Privacy question? If you have any questions, comments or complaints about our collection, use or disclosure of your information, or if you believe that we have not complied with this privacy policy or the Privacy Act 1988 (Cth), you can contact us at **accessrequests@brainpop.com** (**<mailto:accessrequests@brainpop.com>**). If you are not satisfied with the outcome of our assessment of your complaint, you may wish to contact the Office of the Australian Information Commissioner.

Changes To Our Privacy Policy

Changes to this policy or any of the pages linked in this policy may be required in order to address changing technology and threats, changing laws, or as we release new or amended services. Should we make material changes to this Privacy Policy, we will provide notice and request your consent. In the event of any non-material changes, we will provide prominent notice as required by law. Posting the modified privacy policy on our Services and providing notice as stated above will give effect to the revised Privacy Policy. Your continued use of the Services constitutes your acceptance of any revised Privacy Policy. If you do not agree to the revised Privacy Policy, please refrain from using the Services and/or leave this website(s) or app(s).

Contact Information

If you have any questions or concerns about this Privacy Policy, please contact us by either:

- Email at **privacy@brainpop.com** (**<mailto:privacy@brainpop.com>**)
- Mail at BrainPOP, Attn: Legal Department, 71 W 23rd Street, 17th Floor, New York, NY 10010.
- Toll free phone number: 866-54-BRAIN (866-542-7246)
- Message through **here** (**<https://educators.brainpop.com/contact-us/contact-legal/>**)

If you wish to report a security breach, please contact us at **security@brainpop.com** (**<mailto:security@brainpop.com>**).

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