



55 Washington Street  
Suite 606  
Brooklyn, NY 11201  
(718) 852-0105  
[info@flocabulary.com](mailto:info@flocabulary.com)

## Flocabulary Lite Subscription Official Quote/Invoice

**Date:** 9/24/2020

**Name:** Paradise Forbes

**Email:** [paradise.forbes@boone.kyschools.us](mailto:paradise.forbes@boone.kyschools.us)

Item Name	Cost	Quantity	Total
1 Year Flocabulary Lite Individual Teacher Access	\$120	1	\$120
<b>Total Cost</b>	<b>\$120</b>		

*Please note that the Flocabulary Lite Subscription does not include student digital access, but we now include a shared student username and password for students to view videos.*

***Please note that we do not accept purchase orders or checks for individual subscriptions. Please purchase the subscriptions online with a credit card.***

<https://flocabulary.zendesk.com/hc/en-us/articles/360041337612>

*Please don't hesitate to reach out with any questions!*

***All online subscriptions automatically renew for customer convenience. This can be canceled at any time within the account, or by contacting [info@flocabulary.com](mailto:info@flocabulary.com).***

***We are no longer able to accept credit card payments by phone. We're in the process of updating our ecommerce site. If you need access to a premium membership today I encourage you to apply for a temporary upgrade.***

***You can apply for a temporary upgrade for Flocabulary here:***

<https://docs.google.com/forms/d/e/1FAIpQLSdX8EBnVmpKRZiz1VpWvuliab7clKVYVQxT-AqzZgRkRfQmnA/viewform>

*Once our systems are upgraded, you can process payment on your end.*



## Flocabulary® Terms of Use

Welcome to flocabulary.com! If you continue to browse and use this website, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our [Privacy Policy](#) govern Flocabulary's relationship with you in relation to this website. When you register for Flocabulary for a trial or paid plan for a class, school or district, or as a parent, you become a "User" and the learners who use Flocabulary through you are "Students".

PLEASE READ THESE TERMS OF USE CAREFULLY. If you disagree with any part of these terms and conditions, please refrain from using our website. We may update these Terms of Use from time to time, and may condition your continued use of our website and Content on your agreeing to those revised terms.

The term "Flocabulary", "us" or "we" refers to Flocabulary Inc., the owner of this website (which includes both Flocabulary.com and all of its subdomains) and its affiliated entity, Nearpod Inc. The term "you" refers to you, as a User, Student or Viewer of our website.

### 1. General terms

- The public portions of this website are provided for potential Users.
- Only school staff and parents or guardians may become Users. Do not register for Flocabulary as a User for a trial or paid plan unless you represent a class, school or district, or are a parent or guardian of a learner.
- School staff may invite students to participate in Flocabulary directly through individual accounts under certain plans: [www.flocabulary.com/plans](http://www.flocabulary.com/plans).
- If you are a school staff member and register for Flocabulary as a User for a trial or paid plan, you represent and warrant that you have the full right, power and authority to bind all Users connected to the registered account to these Terms of Use. Any subsequent purchase of a Flocabulary service by a User connected to the originally registered account shall constitute a ratification of these terms.
- Parents and guardians are permitted to share their accounts directly with their children to the extent they see fit.
- You may need to download additional software from third parties to view aspects of our website; if so, your use of such software will be governed by your agreement with those parties.

- You must comply with any Flocabulary policies regarding the acceptable use of Flocabulary with respect to student-generated content or Student-to-Student communication (our "AUP"); however, we may enforce our AUP in our sole discretion, and you may want to promulgate and enforce your own guidelines and policies above and beyond the Flocabulary AUP for Students and Users through your account using the content review and moderation tools provided by Flocabulary.

## **2. Student Accounts**

- We comply with the Children's Online Privacy Protection Act, or "COPPA" by obtaining authorization from the applicable school or district for Students to use Flocabulary as described in these Terms and our Privacy Policy.
- If your plan includes the Student registration option and you enable it, you represent and warrant that you are authorized to give consent for us to receive the information you provide about Students and to collect the information about the Students described in our [Privacy Policy](#) (including with respect to children under the age of 16), and you authorize us to collect that information on behalf of such Students.
- Users are entirely responsible for the actions of Students. We will enable you to comply with the Family Educational Rights and Privacy Act (FERPA) by appropriately limiting how we use Student data and by following your instructions with respect to the treatment of Student data.

## **3. Commercial Terms**

- The general terms of each subscription plan or free trial are available at [www.flocabulary.com/plans](http://www.flocabulary.com/plans).
- Free Trials
  - Free trials are not available to anyone under the age of 18.
  - You may only register as an individual for the 14-day Free Trial Offer once.
  - Representatives of schools and districts may request one or more trial periods as needed to evaluate Flocabulary, which will be granted in our sole discretion.
  - By registering for a free trial, you consent to our contacting you to follow up on your experience with Flocabulary and potential purchase of a paid license.
- Plans paid with a credit card:
  - By providing your credit card to pay for a paid plan, you agree to pay us the fees indicated for that plan.

- Payments will be charged on the day you sign up for a service and will cover the use of that service for the time period specified for the requested plan.
- Plans (other than school-wide or district plans) that are not cancelled before the end of the applicable subscription period will automatically renew and you authorize us to collect the then-applicable subscription fee for such service using any credit card or other payment mechanism we have on record for you.
- Subscription fees are non-refundable, though a subscription can be canceled anytime. If you cancel your subscription, you will have access until your next billing date and will not be billed again.
- Plans paid for with a purchase order:
  - These Terms of Use and any Flocabulary Order Form you sign with us, and not the conflicting terms of any purchase order or other communication from you, shall govern your use of the website and the Content. The terms of a Flocabulary Order Form shall control over these Terms of Use.
  - By submitting a purchase order, you agree to pay in full within 30 days of receiving an invoice from us, unless otherwise specified in a Flocabulary Order Form.

#### **4. Usage**

- You may not use our website or the Content in any of the following ways:
  - for any commercial purpose without our prior express permission;
  - in a manner that could damage, disable, overburden, or impair our servers or networks;
  - by obtaining unauthorized access;
  - using any automated tools, scrapers, robots, data mining or similar data gathering or extraction tools; or
  - that infringes the rights of any third party, including the intellectual property of any third party.
- Except as expressly permitted by these Terms of Use and your plan, you may not share, post, publish or transfer usernames, passwords or any other account authentication information to anyone.
- You may not post Usernames or Passwords on any website. You may only post class codes and activation links on password protected websites accessible by only your school community. They may not be posted on public websites.
- You are responsible for ensuring that Students comply with these usage terms.
- We reserve the right to adopt and enforce other appropriate usage guidelines for Generated Content from time to time.

## **5. Intellectual Property and License**

- We provide (or may at some point provide) data, text, software, music, sound, photographs, graphics, video, messages, tags, or other materials ("Content") to you.
- As between you and us, we own the Content and any improvements to the Content.
- We make no claim to new data, text, software, music, sound, photographs, graphics, video, messages, tags, or other materials created by you or Students through this website ("Generated Content"). You hereby grant us (for yourself and on behalf of Students) a royalty free, non-exclusive, perpetual irrevocable, worldwide license to use, copy, display, and modify the Generated Content and make the Generated Content available to other Users and Students on this website in a manner consistent with these terms and our [Privacy Policy](#).
- The plans we offer specify what Content you can access, who may access the Content through you and the number and/or type of devices you may use to access the Content.
- We grant to you (and, where applicable, your Students) a non-exclusive license to view and display the Content for only so long as we make it available to you under your plan through the website.
- With the exception of certain beats, worksheets, quizzes and lesson plans which are clearly labeled as being intended for download, under no circumstances do you acquire the right to view any of the Content other than through our website, or to download or copy the Content, no matter what plan you subscribe to. You and your Students may download your own Generated Content as provided for in our [Privacy Policy](#).
- We reserve the right to change the Content we make available to particular Users or Students at any time, at our sole discretion.
- If you provide any suggestions for Content or improvements to Content or our website, you grant us a royalty free, non-exclusive, perpetual irrevocable, worldwide non-exclusive license to use, copy, display, and modify those suggestions in any manner we choose.

## **6. Warranty Disclaimer**

- We provide the Content in the hope that it will be educational and appropriate for a wide range of learners. You must determine during your trial period and thereafter whether the Content (and which Content) meets your needs and those of your learners.
- We don't guarantee that the website will be continuously operational, and we assume no liability relating to interruptions in your use of our website or errors in the Content.

- Accordingly, this website and all Content is provided on an "as is" basis, and your use (and Students' use) of this website and the Content is at your and their own risk, without warranties of any kind, express, statutory or implied, including without limitation any implied warranties of merchantability, fitness for a particular purpose or non-infringement.
- We disclaim any warranty or liability for the accuracy, timeliness, performance, completeness or suitability of the Content and any information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

## **7. Limitation of Liability**

- Neither Flocabulary nor any of its officers, directors, employees, partners, agents, affiliates or licensors be liable to you or any other person for any indirect, incidental, special or consequential damages arising out of or relating to your use of our website or Content.
- If you are not currently a User under a paid plan with Flocabulary, your sole and exclusive remedy for our negligence or breach of these terms shall be for you to discontinue your use of our website and Content.
- If you are a User under a paid plan with Flocabulary, our maximum liability to you (for any claim whatsoever, including direct claims or claims for indemnification) shall be the aggregate amount that you paid us within the prior 12 months.
- If any of the foregoing limits are not enforceable under applicable law, then they shall be construed to provide such limits to the fullest extent permitted by applicable law.
- From time to time, this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse such websites and you waive all claims against us from your use of such websites.

## **8. Indemnification**

- You agree to indemnify us and our officers, directors, employees, partners, agents, affiliates and licensors from all liabilities, claims, and expenses, including attorneys' fees, that arise from your use or misuse of our website and Content. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to your indemnification, in which event you will cooperate with us in asserting any available defenses.

## **9. Termination**

- We may immediately (or as of a date specified in a notice) suspend or terminate your plan and your access to this website and the Content if you violate these Terms of Use or any of our published policies.

#### **10. Jurisdiction**

- These Terms Use and your use of this website and the Content will be governed by the law of the state of New York (except for its rules regarding conflict of laws).
- Any claim or dispute relating to these Terms of Use must be resolved exclusively by a state or federal court of applicable jurisdiction located in New York County, New York.
- This means that you may not bring a claim anywhere else, and that claims against you may be brought in New York County, New York. You may not subsequently argue that New York County, New York is not a convenient forum for you.

#### **11. Miscellaneous**

- Notices to you under these Terms of Use shall be sent to you at the email address you have registered with us.
- Notices to Flocabulary should be sent to:  
Flocabulary, Inc.  
1855 Griffin Road, A-290  
Dania Beach, FL 33004  
[privacy@flocabulary.com](mailto:privacy@flocabulary.com)
- We may assign these Terms of Use to an affiliate, pursuant to a merger or acquisition, or as part of the sale of substantially all of the assets of our business relating to these Terms of Use.

This Terms of Use document was last modified on November 15, 2019.

Effective Date: November 15, 2019

For historical versions of these Terms, please click [here](#).



## Flocabulary® Privacy Policy

### 1. Flocabulary's Commitment to Privacy

We take your privacy and the privacy of your students very seriously. This Privacy Policy explains how we use and process information that can be used to directly or indirectly identify an individual ("Personal Data") collected through the use of the Flocabulary website and platform. Please read this Privacy Policy and contact us if you have any questions.

Our commitment is guided by a few major principles:

#### *We Empower Schools to Make Data Decisions*

- Schools and districts can use Flocabulary without sharing any Personal Data from students. Or they can choose to set up student accounts and use Flocabulary to track their students' progress.
- The school or district's account manager can delete or correct Personal Data from students at any time.

#### *Flocabulary is Committed to Maintaining a Safe and Compliant Platform*

- We will only share Personal Data of students in accordance with this Privacy Policy.
- We use industry standard security practices, such as TLS encryption.
- We've signed the Pledge to Safeguard Student Privacy. Learn more [here](#).

This Privacy Policy explains the details of how we safeguard and use the information you give us. By using this site, you agree to our Privacy Policy.

### 2. Children's Use of Flocabulary

Only parents/guardians, schools, or districts that have obtained licenses and provided consent on behalf of students can create student accounts. For all other types of subscriptions and trials, Flocabulary does not knowingly collect Personal Data from children under the age of 16.

If you are a child under the age of 16, you must get permission from your school, parent, or legal guardian to use this website. If you wish to sign up for a free trial or



subscribe to Flocabulary, your school, parent, or legal guardian must register for a trial or paid subscription to grant you access to the website.

If we learn that we have inadvertently collected Personal Data from anyone younger than 16 without the appropriate consent, we will take the necessary steps to delete it.

### **3. Mobile Application**

When a user with a Lite, School, or District subscription uses our mobile application, the information collected will be handled in the same way as described in this policy. When our mobile application is used in a standalone mode (meaning a user has downloaded the app but has NOT started a free trial through the Apple App Store or Google Play store), we will only collect information to identify the device used, which we will use solely to facilitate the internal operations of Flocabulary. If a free trial is started, a free trial is converted to a paid subscription, or a subscription is renewed by a parent or by a child 16 or older, we collect only the minimum information necessary (a transaction identifier and email address for the application store account holder) to verify that payment was made through the applicable application store. We will also automatically collect non-personal information in the manner described in this policy, and that non-personal information will be linkable to the transaction identifier and email address.

### **4. What Information Do We Collect and How Do We Use It?**

#### *a. Website Visitors.*

If you are an individual who visits our front-end website (for example [www.flocabulary.com](http://www.flocabulary.com)) only (a "Visitor") and do not log into the site, we may collect certain information in furtherance of our legitimate interests in operating the Flocabulary services and business. Information collected automatically from Visitors may include the following:

- IP address associated with your computer;
- "clickstream data," which includes information about your clicks on our website and which may also include information about your computer;
- web browser and operating system and information about the website you visited before coming to our site;
- mobile application information;
- identifiers such as an anonymized session identifier; and
- website traffic volume, frequency of visits, and type and time of transactions.

By collecting your IP address, which is necessary for the operation of this Site, we may indirectly collect information about your geographic location (which may be sufficient to identify the name of your city or town, and, in some cases, your street name)

*b. Logged-In Users.*

We will ask you to create a Flocabulary account to access certain portions of our site. When you create an account, we will ask for your consent to collect certain types of Personal Data. However, if you do not grant the requested consent to the processing of your Personal Data, the use of the Flocabulary website may not be possible. The Personal Data that we collect from logged-in users includes information that you voluntarily provide to us when you sign up for an account and information that is automatically collected when you are logged into the Flocabulary platform. The information collected depends on whether you are a teacher, school, parent or student. The provisions below describe what information we collect for each type of user.

*(i) From teachers and administrators*

*1. Information you voluntarily provide.*

- If you are a teacher or administrator signing up for an account on our website, we collect your first and last name, email address, role at your school, grade interests and subject interests. We'll ask you to enter the state of your organization to select your school, and we remember the school you select so that we can properly give you access if your school has already purchased Flocabulary. Additionally, we ask you to set a password to keep your account secure. In districts that have enabled login through a third party account (such as a Google LLC or Clever Inc. account), you will connect using that account, we will use your email address registered with that third party as your username and you will not need to set a separate password.
- Your email address will be your username. We'll use your email address, as well as your school, role, grade and subject interests, to customize the updates you get about Flocabulary via email. You can always opt out of emails that you have already opted in to receive from us by clicking "unsubscribe." If you request a school trial or a consultation with our sales team, we will also ask for your phone number and job title so that a member of the Flocabulary team can get in touch with you to set up your trial or help you with a purchase.

- If you are purchasing a paid account, we will collect all the information necessary to process the order, including credit card information, billing information or shipping information (as applicable).
- Teachers and administrators with schoolwide or district accounts can invite other staff members at the school or district to create a Flocabulary account. To do this, they can enter the email addresses of the people they wish to invite or use other import mechanisms supported by Flocabulary. We only use these email addresses to send invitations, and will not send any other emails to these addresses.

2. Information we automatically collect. If you are a teacher or administrator logged into Flocabulary, we will automatically collect the same information that we collect from Visitors.

(ii) From parents

1. Information you voluntarily provide.

- If you are a parent, you may access the website by (1) creating an account using our mobile app or (2) purchasing an individual subscription. If you activate a school subscription, we will collect the same information from you as if you were a teacher or administrator. If you are a parent signing up for an account through our mobile app or an individual subscription, we collect the information you voluntarily provide to create an account. Only parents who have activated school subscriptions may invite others to create a Flocabulary account.

2. Information we automatically collect.

- If you are a parent logged into Flocabulary, we will automatically collect the same information that we collect from teachers or administrators.

(iii) From students

1. Students can't create accounts on their own.

- Unless a school or district has obtained a license, provided consent on behalf of students and chosen to allow for student account creation, we collect no personally identifiable information or Personal Data from students (other than parent or teacher selected usernames for certain legacy accounts). In cases where a school or district purchases Flocabulary, the first step is for teachers or administrators to create classes. Students can only sign up for Flocabulary after their school or

district imports student roster information into Flocabulary or their teacher enters class information and instructs students to create an account with a provided code. Students cannot sign up and create a Flocabulary account unaffiliated with a class or a schoolwide or district license.

2. Student accounts created by teachers or administrators.

- Flocabulary is not offered directly to students on any basis, and school districts, teachers or parents must first sign up for primary accounts and then invite students to use Flocabulary through student accounts. When students create a student account on Flocabulary, they'll enter a code which will associate them with their school and teacher. These codes may only be generated by teachers or administrators and no student may create an account without a valid class code. To the extent not already imported by teachers or administrators (either manually or using a third-party tool such as Google), we'll then collect the student's first and last name, and the student will set a username and password. In districts that have enabled login through a third party account (such as a Google or Clever account), the student will connect using that account, we will use the student's email address registered with that third party as the username and the student will not have a separate password. We collect the first and last name so that teachers can identify students on their class roster in the My Classes section of Flocabulary.com and administrators can identify students in the school management section. We collect the username so students can easily log in, as well as have unique identification for the website. Because the first and last name are for teachers' class management, they can instruct students to enter an initial or nickname instead of a first or last name, or another form of identification, if they'd prefer. The student's username and first and last name will not be shared with any Flocabulary users or third parties other than their teacher(s) and the account manager(s) at their school or district.

3. Student accounts created by parents.

- Only parents who activate a school subscription may invite students to use Flocabulary through the student account sign up process mentioned above. If a parent signs up for Flocabulary through the mobile app or an individual account, no additional sign up process is necessary. We may, however, ask for the grade level of a parent's child and other general information to customize the user experience on the mobile app or individual account. If you are a parent who has created an account

through our mobile app, you may also limit your child's usage of the app by toggling "on" the Parental Controls. Toggling on the Parental Controls in the mobile app will hide all content dealing with mature subjects (including, but not limited to: violence, sex and tragedy) and restrict visible content to lessons deemed inappropriate for K-5 students.

4. How student accounts are used.

- When students have accounts, teachers will be able to assign multiple choice quizzes and other assignments to students in their classes. Students' quiz results and completed assignments or other student-created work will be stored so that the student who took the quiz or completed the assignment and the teacher can review the results. Students will be able to review the results of their quizzes at any time. Flocabulary provides students with the ability to download an archive of the work they have created. Students may also generate their own content using Flocabulary applications. For example, in Vocab Cards, students write and draw in response to prompts about a specific vocabulary word. Further, in Lyric Lab, they write their own rap or poem about a lesson topic. Flocabulary may add additional applications from time to time and some of the content submitted through such applications may contain student-created work that includes personal information (such as voice recordings or video). Flocabulary will retain all student generated content in accordance with the security measures described in this Privacy Policy and may only be shared within the classroom to the extent authorized by a Teacher. Students may use the Flocabulary applications mentioned above with or without an assignment from their teacher. When the student is assigned the activity and submits their work, their teacher can see and review it. Otherwise the student who created the work is the only one who can view it. Certain legacy Flocabulary accounts may also include shared student usernames. These usernames are linked to information we collect about students' usage of the Flocabulary site, such as units visited and videos viewed.

5. Limits on collection of Personal Data from student accounts.

- We do not ask or require students to provide Personal Data beyond that which is reasonably necessary to use Flocabulary. We do not share any student login information with any third party and information collected from students is never used or disclosed for any third-party advertising or any kind of behaviorally targeted advertising.

6. Information we automatically collect.

- If a student is logged into Flocabulary, we will automatically collect the same information that we collect from Visitors.

7. Deleting Student Accounts.

- Flocabulary will promptly correct or delete student information at the request of a parent or an authorized representative of the student's school or district. You can send a deletion request to [privacy@flocabulary.com](mailto:privacy@flocabulary.com).

*c. How we automatically collect information.*

We use the following tools to collect and track the automatically collected information described above, including:

(i) Cookies and Similar Technologies.

- To provide you with a continuous experience on our site, we may automatically collect your information using cookies and similar technologies. A cookie is a data file sent to your browser from a web server and stored on your computer's hard drive that allows us to recognize your browser when you return to our website, to remember your preferences and to provide you with content that may be of interest to you based on your progress within our site. To the extent any automatically collected information from cookies and similar technologies is combined with Personal Data, it will be treated as Personal Data and protected accordingly under the terms of this Privacy Policy.
- To learn more about browser cookies, including how to manage or delete them, look in the Tools, Help or similar section of your browser, or [Click Here](#).
- Additionally, our video player may store local shared objects, also known as Flash cookies, on your computer. Local shared objects cannot be managed in the same way as browser cookies. Visit this [link](#) for information on managing Flash cookies.
- We may use the technologies described above in connection with the advertising of our services to parents, teachers and administrators on other websites and tracking the results from such advertising. We don't allow these third parties to advertise directly on our website.

(ii) Analytics.

- We use third-party analytics service providers to assist us in collecting and understanding website usage information. We use information from these

services to help us improve our website and the services we provide to our users.

(iii) Email.

- We place a tiny image, also known as a pixel tag, in the emails we send, and this tells us when you have opened the email. Our team uses this information to improve emails we send to you, and best tailor them to your needs.

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

We do not track our users across third party websites. As a result, we do not currently honor “do not track” signals transmitted by users' web browsers. To learn more, Click [Here](#).

d. *Anonymized Data*.

We frequently aggregate Personal Data in a way that makes it impracticable to use that data to identify a particular person; we also sometimes maintain individual data records with personal identifiers removed, and maintain it in a manner in which it is impracticable to relink it to any particular individual. In this Privacy Policy, we refer to such data as “Anonymized Data” and do not consider it to be Personal Data.

## **5. How We Use Your Information**

We use Personal Data and any other information collected through the website for the following reasons:

- administer the site;
- improve the quality and types of services that we deliver;
- communicate with parents, teachers and school districts by responding to your requests, comments and questions;
- diagnose technical problems;
- send users emails regarding service, technical and other administrative matters. These communications may also include information regarding changes in services, new service offerings and important service-related notices, such as security and fraud notices. Such communications will only be delivered to parents, teachers and school districts and will never be delivered to the site's student users.

- send users alerts to notify them about upcoming assignments and Flocabulary services related to their activity on the site “Notification Alerts”. These Notification Alerts may be sent to all users of the site, excluding students.
- billing, account management and other administrative matters; and
- as required by applicable law or regulation.

We use this information to help us diagnose technical problems, administer the site and improve the quality and types of services that we deliver. We may also collect, track and analyze information in aggregate form that does not personally identify users.

## **6. How We Share Your Information**

We will not sell or rent any of your or your students' information to any third-party for any purpose, and we do not track users outside of our website. There is no third-party advertising on Flocabulary.com.

We will not share your information in any way not outlined in this Privacy Policy. Except as noted below, we do not share any Personal Data with third parties for advertising, marketing or other purposes.

We share information that we collect in the following circumstances:

- as instructed by a school administrator, school or district in relation to information about their users, for example to let administrators know which teachers are using Flocabulary;
- with teachers who are the managers of a class so they can see information about the students in that class;
- with our service providers (including hosting, customer communication and analytics providers) so they have access to the data they need to help us to operate the website effectively and communicate with you — they must comply with confidentiality and data security provisions consistent with this Privacy Policy as necessary to protect our rights or property or that of others, protect the safety of our users, investigate fraud or respond to a government, judicial or other legal request, or to comply with the law. These service providers do not have the right to use Personal Data we share with them beyond what is necessary to assist us.
- with third party products specifically configured by schools or districts to interoperate with Flocabulary;
- when any user logs into Flocabulary with a third-party account (such as a Google or Clever account), that third party will learn that that user has visited



Flocabulary, and that information will be subject to that third party's privacy policy and practices;

- if we believe in good faith that it is necessary to disclose the information under any applicable law or regulation, such as complying with a subpoena or legal process;
- if the information is Anonymized Data;
- with our corporate affiliates and/or parents; and
- other circumstances that you expressly consent to.

If there are changes to the Policy, you will have the opportunity to consent to them prior to additional information being collected or to cease using the Flocabulary site and content.

If a portion or all of Flocabulary's assets are acquired by or merged with a third party, your information may be one of the assets acquired by the third party. You'll still be protected under this Privacy Policy, and your information will only be available to the third-party per the terms of this Privacy Policy. We will let you know if there is an acquisition by posting on our home page or emailing you or our contact at your school or district. If, at this point, you do not want your Personal Data shared with a new company, you can request its deletion. If Flocabulary goes out of business or files for bankruptcy, we will not sell your Personal Data to any third parties who do not agree to continue to meet the protections spelled out in this privacy policy.

We may also obtain information, including Personal Data, from certain third parties (such as Clever). Any Personal Data received from these third parties will be handled in accordance with this Privacy Policy. We sometimes combine information we receive from third parties with the Personal Data we collect through the site. Any such combined information will be treated as Personal Data in accordance with this Privacy Policy.

Please also note that our service providers may be able to combine the data we share with them with the data they collect on their own. For example, if we share information with Clever, Clever may combine such information with the data they have already collected about you through their website. We are not responsible for such combinations of data and we encourage you to learn about their privacy and security policies before you use this site or provide our service providers with your personal information.

## **7. Links to Third-Party Sites**

We occasionally link to other websites from our website to provide relevant content to our users. For example, we include links to news stories along with The Week in Rap, or will sometimes link to other educational websites to supplement a lesson plan. We are not responsible for the practices of these third-party websites or services that we link to, and they are not covered under this Privacy Policy. These websites have their own privacy policies, and we encourage you to review them.

## **8. How Flocabulary Protects and Secures Your Information**

Each account created on the Flocabulary website is protected with a password. Make sure that you and any students associated with your account keep these passwords a secret at all times to prevent unauthorized access to your account. You are responsible for any activity that occurs while you or any students associated with your account are logged in to Flocabulary, whether or not that access is authorized by you. If you think that someone has gained unauthorized access to your account, please contact us immediately.

We have industry-standard security policies and procedures in place, and take reasonable measures to protect the confidentiality, security and integrity of Personal Data collected on our website. This includes the use of encryption to protect sensitive information transmitted online, firewalls and other security technologies to prevent access to the data from unauthorized parties. All connections between users and Flocabulary are secured via encryption communication technology (TLS). All Flocabulary passwords are salted and hashed using the practices recommended by NIST (National Institute of Standards and Technology). Flocabulary utilizes industry-standard application hosting providers who agree to perform frequent diagnostics, operating system updates, and network security monitoring. Our engineering team is committed to creating and maintaining systems to protect your Personal Data.

Our policy is that only employees who need to access user information in order to perform a specific job (for example, billing or customer service) are granted access to that information. Our partners, including our outside shipping company and our credit card processing company may only use the information to provide specific services.

These companies do not retain, share, store or use personally identifiable information for any secondary purposes beyond filling your order.

While we have taken all steps to protect your information, and continuously work to keep our systems at or above industry standard security, no system is 100% fail proof and secure. If we believe that the security of your Personal Data may have been compromised, we will seek to notify you as soon as possible by email.

For information regarding our internal security audits, please contact us at [privacy@flocabulary.com](mailto:privacy@flocabulary.com).

## **9. Your Choices Related to Your Privacy**

### *a. Withdraw Consent or Object.*

- In order to process your Personal Data, we rely on your consent or our legitimate interests to process to process your data. You may withdraw your consent or object to the use of our Personal Data at any time, but you will no longer be able to access Flocabulary.

### *b. You can edit your information.*

#### *(i) Editing your information.*

- If you have an account on our website, you can edit your information in the account section of the website. If you are unable to do this on the website, you can contact us and we'll help you make changes. We will ask you to verify your identity before we provide you with access to your information.
- You have the right to opt out of emails from us by clicking unsubscribe. You may still receive transactional emails from us related to purchases, account expiration, or other necessary communication.

#### *(ii) Editing a student's information.*

- If you are the manager of a school or district subscription, you can add, edit or delete teacher and student users of your account. You may edit student usernames and passwords if your students provided them. If your students sign in with a third party product specifically configured by schools or districts to interoperate with Flocabulary, such as Google, Microsoft Inc.'s Office 365, Clever, or a learning management system that is integrated via *Learning Tools Interoperability (LTI)*, you or the student will need to contact the third party or your School/District IT Administrator to change name, email address or password.

- If you are a parent who has purchased a school subscription, you may delete, edit or add accounts in the same manner as the manager of a school or district. If a parent joins a school subscription, they will have the same information editing rights as a teacher.
- If you are a parent, guardian or student, the law allows you access to certain information that may have been provided to Flocabulary by your school or district. If you would like to obtain such access, please contact your school or district.

*c. You have the right to delete your information.*

- If you are a parent, teacher or administrator, you can contact us to delete your account. Parents, teachers and administrators can delete student accounts or contact us and we can delete them for you. After a parent, school or district account termination and subsequent removal of student data, we may retain securely stored backups in accordance with applicable law, our agreement with the school or district and our data retention policy, after which point it will be deleted.
- Please note that any information you share with others on the website or content other users may have copied, is not a part of your account and may not be deleted when you delete your account. If we share your data with one of our service providers, we will use our best efforts to cause such third party to delete such data when you delete your account.

*d. How we retain and delete your data.*

- We will retain Personal Data collected in connection with free trial or subscription accounts only for as long as is necessary to provide the services to the account holder, as required by applicable laws or regulations or otherwise per the terms or a contract with a school or district.
- We may maintain Anonymized Data, including usage data, for analytics purposes.

*e. Certain Rights for EEA Persons.*

- Individuals in certain countries, such as the European Economic Area (the “EEA”), have certain statutory rights in relation to their Personal Data. These rights include the right to request access to Personal Data, as well as to seek to update, delete or correct their Personal Data. You may exercise these rights by following the steps explained above, which for holders of student accounts

means making such a request to a school, teacher or parent. If you have any problems exercising your rights or if you have any additional questions about our use of your Personal Data, please contact us at [privacy@flocabulary.com](mailto:privacy@flocabulary.com) for additional information.

- You also have the right to (i) restrict Flocabulary's use of information that constitutes your Personal Data, which will cause you to lose access to Flocabulary and (ii) lodge a complaint with your local data protection authority. Or you may contact the Office of the Data Protection Commissioner, Canal House, Station Road, Portarlinton, Co. Laois, R32 AP23, Ireland; email: [info@dataprotection.ie](mailto:info@dataprotection.ie).

#### **10. Identifying the Data Controller and Processor**

- We endeavor to be fully compliant with the General Data Protection Regulation (GDPR), effective as of May 25th, 2018. We may act, depending on the circumstances, as either or both a Controller and a Processor of Personal Data (as these terms are defined in the GDPR). We act as the Controller of information that we ask you to provide to create an account and information that we automatically collect when you use the site. When acting as the Data Controller, for purposes of Article 14(2) of the GDPR, Flocabulary relies on the following lawful basis for processing Personal Data: consent, compliance with law, and legitimate interest.

#### **11. Location of Data and Processing**

- This website is owned and operated by Flocabulary, Inc., located at 1855 Griffin Road, A290, Dania Beach, FL 33004. If you are located outside of the United States, please note that Personal Data will be processed in the cloud by our cloud service provider (currently Amazon Web Services), which offers sufficient guarantees to implement appropriate technical and organizational safeguards that meet the GDPR's standards. We have a data processing agreement in place with our cloud service provider, ensuring compliance with the GDPR and, in the event of any unauthorized access to, or use of, Personal Data, the appropriate authorities will be notified. All information is transmitted to us by our cloud service provider, will be processed in the United States, and will be handled and protected under the terms of this Privacy Policy and applicable U.S. laws, which may not be as protective as the laws in your country. By using the site, you agree to this.

## **12. Changes to the Privacy Policy**

We may occasionally update this Privacy Policy. You can see when it was last updated by looking at the last updated date at the bottom of this page.

If we make any significant changes we'll post them prominently on our website or notify you by other means as required by law. Your continued use of the website after a revision to the Privacy Policy indicates your acceptance and agreement to the current Privacy Policy. We recommend that you periodically review the Privacy Policy to make sure you understand and are up-to-date on how we're keeping your information safe. If you don't agree with any future changes to the Privacy Policy, please contact us to terminate your account.

## **13. Complaints/Contact Us**

In compliance with the Privacy Shield Principles and GDPR, Flocabulary commits to resolve complaints about our collection or use of your personal information. EEA Persons with inquiries or complaints regarding our Privacy Policy should first contact Flocabulary at:

Flocabulary, Inc.

Attn: legal department

1855 Griffin Road, A290

Dania Beach, FL 33004

privacy@flocabulary.com

If an issue cannot be resolved by Flocabulary's internal dispute resolution mechanism, Flocabulary has chosen JAMS to be its independent recourse mechanism for Privacy Shield. Flocabulary agrees to be bound by any decision of JAMS. Individuals may contact JAMS at <https://www.jamsadr.com/eu-us-privacy-shield> to address complaints. More information about JAMS is available at <https://www.jamsadr.com>. Further, If Flocabulary does not resolve the complaint, you can submit the matter to binding arbitration to a single arbitrator of the Privacy Shield Panel. The remedies from this arbitration are limited to individual-specific, non-monetary equitable relief (such as access, correction, deletion, or return of the individual's data in question) necessary to remedy the violation of the Principles only with respect to the individual.

If you'd like to reach us by mail, write us at:

Flocabulary, Inc.

Attn: legal department

1855 Griffin Road, A290

Dania Beach, FL 33004

For California Residents Only:

**California Consumer Privacy Act (CCPA)**

a. *Your Rights.* California residents have the right under the California Consumer Privacy Act of 2018 (CCPA) and certain other California and Federal privacy and data protection laws, as applicable, to exercise free of charge:

- *Disclosure of Personal Information We Collect About You.* You have the right to know:
  - The categories of personal information we have collected about you (as more particularly described in section b., below);
  - The categories of sources from which the personal information is collected (as more particularly described in section b., below);
  - Our business or commercial purpose for collecting or selling personal information (as more particularly described in section b., below);
  - The categories of third parties with whom we share personal information, if any (as more particularly described in section b., below); and
  - The specific pieces of personal information we have collected about you.
  - Please note that we are not required to:
    - Retain any personal information about you that was collected for a single one-time transaction if, in the ordinary course of business, that information about you is not retained;
    - Reidentify or otherwise link any data that, in the ordinary course of business, is not maintained in a manner that would be considered personal information; or
    - Provide the personal information to you more than twice in a 12-month period.
- *Disclosure of Personal Information Sold or Used for a Business Purpose.* **We do not sell your personal information.**
- *Right to Deletion.* Subject to certain exceptions set out below, we will:
  - Delete your personal information from our records; and
  - Direct any service providers to delete your personal information from their records.
  - In order to request deletion of your personal information, you must make the request from the email address associated with your Flocabulary account.

- Please note that we may not delete your personal information if it is necessary to:
  - Complete the transaction for which the personal information was collected, provide a good or service requested by you, or reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform a contract between you and us;
  - Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity; or prosecute those responsible for that activity;
  - Debug to identify and repair errors that impair existing intended functionality;
  - Exercise free speech, ensure the right of another consumer to exercise his or her right of free speech, or exercise another right provided for by law;
  - Comply with the California Electronic Communications Privacy Act;
  - Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when our deletion of the information is likely to render impossible or seriously impair the achievement of such research, provided we have obtained your informed consent;
  - Enable solely internal uses that are reasonably aligned with your expectations based on the your relationship with us;
  - Comply with an existing legal obligation; or
  - Otherwise use your personal information, internally, in a lawful manner that is compatible with the context in which you provided the information.
- *Protection Against Discrimination.*
  - You have the right to not be discriminated against by us because you exercised any of your rights under the CCPA. Flocabulary does not differentiate how we treat our users whether they exercise their rights under the CCPA. This means we do not, among other things:
    - Deny goods or services to you;



- Charge different prices or rates for goods or services, including through the use of discounts or other benefits or imposing penalties;
- Provide a different level or quality of goods or services to you; or
- Suggest that you will receive a different price or rate for goods or services or a different level or quality of goods or services.

b. *Disclosure of Personal Information Collected.*

- *Information We Collect About You.* We may collect and use the following personal information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household:

Categories of Personal Information	Specific Types of Personal Information Collected
Identifiers (e.g., <b>a real name, alias</b> , postal address, unique personal identifier, online identifier, <b>Internet Protocol address, email address</b> , account name, social security number, driver's license number, passport number, or other similar identifiers	<p>For Educator Flocabulary Users:</p> <ul style="list-style-type: none"> <li>● First and Last Name, Email Address, IP Address</li> </ul> <p>For Student Flocabulary Users:</p> <ul style="list-style-type: none"> <li>● First name and first initial of last name OR Nickname, IP Address</li> </ul>
Information that identifies, relates to, describes, or is capable of being associated with, a particular individual, including, but not limited to, <b>his or her name</b> , signature, social security number, physical characteristics or description, <b>address, telephone number</b> , passport number, driver's license or state identification card number, insurance policy number, education, <b>employment</b> , employment history, bank account number, <b>credit card</b>	<p>For Educator Flocabulary Users:</p> <ul style="list-style-type: none"> <li>● First and Last Name, District of employment and School assignment, title/position (e.g. admin or teacher);</li> <li>● [If you are the account administrator]: Address where to send Invoices, Telephone number; and</li> <li>● [If using a paid account]: to the extent applicable, the name and last four digits of the credit/debit card used to pay for the services.</li> </ul> <p>For Student Flocabulary Users:</p> <ul style="list-style-type: none"> <li>● First name and first initial of last name</li> </ul>

number, debit card number, or any other financial information, medical information, or health insurance information	
Commercial information (e.g., records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies)	<p>For Educator Flocabulary Users:</p> <ul style="list-style-type: none"> <li>• Prior Flocabulary Materials purchases and/or prior Flocabulary purchases</li> </ul> <p>For Student Flocabulary Users:</p> <ul style="list-style-type: none"> <li>• N/A</li> </ul>
Internet or other electronic network activity information (e.g., browsing history, search history, and information regarding a consumer's interaction with an Internet Web site, application, or advertisement)	<p>For Educator Flocabulary Users:</p> <ul style="list-style-type: none"> <li>• Click-stream data, IP address</li> </ul> <p>For Student Flocabulary Users:</p> <ul style="list-style-type: none"> <li>• User-generated content</li> </ul>
Audio, electronic, visual, thermal, olfactory, or similar information	<p>For Educator Flocabulary Users:</p> <ul style="list-style-type: none"> <li>• To the extent the feature is used, voice recording.</li> </ul> <p>For Student Flocabulary Users:</p> <ul style="list-style-type: none"> <li>• To the extent enabled by the Educator Flocabulary User: student voice recording.</li> </ul>
Professional or employment-related information	<p>For Educator Flocabulary Users:</p> <ul style="list-style-type: none"> <li>• District of employment and School assignment, title/position (e.g. admin or teacher).</li> </ul> <p>For Student Flocabulary Users:</p> <ul style="list-style-type: none"> <li>• N/A</li> </ul>

- *How Your Personal Information is Collected.* We collect most of this personal information directly from you in person, by telephone or email and/or via our website and apps. However, we may also collect information:
  - from publicly accessible sources (e.g., school websites);

- from a third party with your consent (e.g., your bank);
  - from cookies on our website; and
  - via our IT systems, including: communications systems, email and instant messaging systems.
- *Why We Use Your Personal Information.* We use your personal information for the following reasons:
  - Providing access and services of the Flocabulary Materials;
  - Auditing related to a current interaction with the consumer and concurrent transactions, including, but not limited to, counting ad impressions to unique visitors, verifying positioning and quality of ad impressions, and auditing compliance with this specification and other standards;
  - 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;
  - Short-term, transient use, provided the personal information that is not disclosed to another third party and is not used to build a profile about a consumer or otherwise alter an individual consumer's experience outside the current interaction, including, but not limited to, the contextual customization of ads shown as part of the same interaction;
  - Performing services on behalf of the business or service provider, including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing financing, providing advertising or marketing services, providing analytic services, or providing similar services on behalf of the business or service provider;
  - Undertaking internal research for technological development and demonstration; and
  - Undertaking activities to verify or maintain the quality or safety of a service or device that is owned, manufactured, manufactured for, or controlled by the business, and to improve, upgrade, or enhance the service or device that is owned, manufactured, manufactured for, or controlled by the business.
- *Who We Share Your Personal Information With.* We routinely share personal information with:
  - our affiliates, including companies within the Flocabulary group;

- service providers we use to help deliver our services to you, such as payment service providers, warehouses and delivery companies;
- other third parties we use to help us run our business, such as customer relationship managers or website hosts;
- third parties approved by you, including social media sites you choose to link your account to or third-party payment providers;
- credit reporting agencies;
- our insurers and brokers; and
- our banks.

c. *How to Exercise Your Rights.* If you would like to exercise any of your rights as described in this Privacy Policy, please email us at [privacy@Flocabulary.com](mailto:privacy@Flocabulary.com). Please note that you may only make a data access or data portability disclosure request twice within a 12-month period.

e. **Please note, Flocabulary does not sell, lease, or rent your data to any third-party.**

*This Privacy Policy was last modified November 15, 2019. Effective date: November 15, 2019.*

## AMENDMENT TO NEARPOD TERMS AND CONDITIONS WITH BOONE COUNTY SCHOOLS

**WHEREAS**, Nearpod and Boone County Schools agree to amend certain terms in the aforementioned Terms and Conditions as contained herein. Such amendments will continue for periods co-existing with any obligation created within the body of said terms of agreement. Severability terms laid forth in Terms and Conditions shall duly apply to any agreed upon amendment executed by both parties.

*Both parties agree to the following amendments and modifications:*

### 8. Indemnification.

a. **To the extent permissible by Kentucky law**, you agree to indemnify and hold harmless Nearpod, its contractors, and its licensors, and their respective directors, officers, employees, and agents from and against any and all claims, losses, damages, liabilities, costs and expenses, including attorneys' fees (any of the foregoing, a "Claim"), arising out of or relating to your use or misuse of the Nearpod Materials, including but not limited to your breach of these Terms and Conditions or infringement, misappropriation or violation of the intellectual property or other rights of any other person or entity, provided that the foregoing does not obligate you to the extent the Claim arises out of Nearpod's willful misconduct or gross negligence. Nearpod reserves the right, at our own expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these Claims.

### 9. Arbitration.

- e. The arbitrator will decide the substance of all claims in accordance with the laws of the state of **Kentucky**, without regard to its conflicts of laws rules, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different Nearpod Materials users, but is bound by rulings in prior arbitrations involving you to the extent required by applicable law.

### 10. General Terms.

e. *Governing Law and Jurisdiction.* Except to the extent that applicable law, if any, provides otherwise, these Terms and Conditions and any access to or use of the Nearpod Materials will be governed by the laws of the state of **Kentucky**, U.S.A. You agree that any action at law or in equity arising out of or relating to these Terms and Conditions or the Nearpod Materials that is not subject to arbitration under the Arbitration Section shall be filed only in the state or federal courts in Broward County, Florida (or a small claims court of the above-referenced jurisdiction) and you hereby consent and submit to the personal jurisdiction of such courts for the purpose of litigating any such action.