

The schools in Boone County request permission to use the following free, online digital tools to extend learning experiences and communicate with families during the 2021 - 2022 school year.

Tools With No Age Restrictions

ABCya	Math Playground
Typetastic	Edpuzzle
Kodable	Starfall
Sketchup	Quizlet
Brainpop	Minecraft
Memrise	Wordart
Moby Max	Ozobot
Signup Genius	PBSKids
Edublogs	Polar3d
Blogger	Quindew
Everfi	Videomaker
GetMoreMath	Classroomscreen
Powtoon	Musick8
Sumdog	Tinkercad
Savvas Realize	
Generation Genius	
ABC Mouse	

Tools With Age Restrictions

Schools Must Obtain Parent Permission if Students are Creating Accounts

Scratch	No Red Ink
Class DOJO	Common Lit
Sphero EDU	Gim Kit
Typing.com	Blooket
Tynker	Freckle
Codecombat	Kahoot
CodeHS	Khan Academy
Prodigy	Desmos
Xtramath	Flipgrid
Digital Readworks	Read Theory
Code.org	Tinkercad
Code Academy	Kami
Quill	PearDeck

Padlet
Pixlr
Nearpod
Nitrotype
Makecode.microbit.org
Legends of Learning
Quizalize
Duolingo
Edia
iCivics
Getepic
Zearn
Readworks
Common Sense Media
Blendspace
Symbaloo
Code Academy
Go Noodle
Story Board That

We Video
Prezi
Adobe Spark
Squiggle Park
Flocabulary
Tumblebooks
Quaver Music
Splashlearn
Teachtown
Typing Club
Lego Education
PDF Candy
Plickers
Codespark
Book Creator
Jungle Jr Typing Club
Makewonder
Sketchup
KET Newsquiz
Deck Toys

Privacy Policy

Introduction

This Privacy Policy explains which information we collect and how we use it.

This Privacy Policy applies only to our online activities and is valid for visitors to websites and applications on our domains classroomscreen.com, classroomscreen.eu and joincrs.com with regards to the information that is shared and/or is collected. This policy is not applicable to any information collected offline or via channels other than these online activities.

We value your privacy:

- We never sell your personal information.
- We do not advertise on our websites and our application.
- You own all the content you contribute or create on our application.
- We strive for transparency and we will notify you if our Privacy Policy changes for any reason.
- It's our goal to let you use our application to its full capability and at the same time protect and limit the use of personal data.

We will only use your personal data for the purposes stated in this Privacy Policy and not for other purposes, unless the further processing of the personal data is compatible with the purposes for which this data was originally processed.

Information we collect

Our services can be used either 1) without an account, 2) with a Basic account and 3) with a Pro account. The information we collect differs in each of these situations, as follows:

1. Without an account, we process the following information:
 - When you use our websites or applications, we collect data about your visit and surfing behavior such as your IP-address, browser, date and time, et cetera.

- When you contact us directly via the web form or an e-mail, we may receive additional information about you such as your name, email address, phone number, the contents of the message and/or attachments you may send us, and any other information you may choose to provide.
2. With a Basic account, we process the following additional information:
- First name, last name, e-mail address
 - Password
 - Optional: language and other global settings
 - Optional: (student) names (make sure you have consent when using this option)
3. With a Pro account, we process the following additional information:
- Payment data for invoicing (name, address credit card information)
 - Data required for our service provision, depending on your request and the service to be supplied by us, such as the images you upload, the data you enter and save

Log in via Google or Microsoft

If you have a Google or Microsoft account, you can also register via one of these accounts. When you register via your Google or Microsoft account, you will go from our platform to the Google or Microsoft website, where you will be asked to enter your login details for your Google or Microsoft account.

When you login with your Google account, we will receive the following information from Google:

- Profile picture
- First and last name
- E-mail address
- Language preferences

When you login with your Microsoft account, we will receive the following information from Microsoft:

- First and last name
- E-mail address

Newsletter

For our newsletter we collect your name, e-mail address, company name (optional). We register whether you open the newsletter and your click behavior.

Why we collect information

We use the information we collect in various ways, including to:

- Provide you with the required service
- Invoice you for our services
- Respond to your questions or comments
- Provide, operate, and maintain our websites and application
- Improve, personalize, and expand our websites and application
- Understand and analyze how you use our websites and application
- Generate user statistics
- Develop new products, services, features, and functionality
- Communicate with you, either directly or through one of our partners, including for customer service, to provide you with updates and other information relating to the websites and application, and for marketing and promotional purposes
- Find and prevent fraud
- Exercise our rights resulting from the agreement

We will not use your personal data for other purposes, unless the further processing of the personal data is compatible with the purposes for which this data was originally processed.

Legal grounds

Depending on the specific processing operations, we have the following legal grounds for processing your personal data:

Agreement

If you have entered into an agreement with us, we will require certain data from you, including your name, contact details, data required for invoicing and information required to be able to supply the service.

Legitimate interests

Other information is processed on the basis of 'our legitimate interests', for example the data we need for a properly functioning website, tailored to the wishes of the website visitor.

You have the right to object to these processing operations. If you wish to object, please contact us. In that case, we will stop processing your personal data, unless there are compelling, legitimate reasons that make our interest in the processing greater than your interest to stop processing. If you ask us to stop processing, you may no longer be able to make optimal use of our services.

Permission

In some cases, we will ask for your permission before we process your data. You are entitled to withdraw your permission at all times. We will stop processing your personal data in that case.

Newsletter

We offer a newsletter to inform interested parties about news in the field of our services and related matters. You will only receive this newsletter if you are a subscriber. Subscribers are 1) persons who have registered for the newsletter and 2) existing users with an account. Each newsletter contains a link that allows you to unsubscribe with one click.

Cookies

We use so-called 'cookies'. You can read more about the use of cookies in our cookie policy.

You can choose to disable cookies through your individual browser options. To know more detailed information about cookie management with specific web browsers, it can be found at the browsers' respective websites.

Third parties

Our Privacy Policy does not apply to third parties, such as Facebook, Twitter, Instagram, YouTube, Google and Microsoft. We advise you to consult the respective Privacy Policies of these third parties for more detailed information. It may include their practices and instructions about how to opt-out of certain options.

Security of personal data

We ensure appropriate security of the personal data we have received from you, in line with the applicable legal requirements and guidelines.

We have implemented a variety of security measures to protect your personal data we collect from loss, misuse, and unauthorized access, disclosure, alteration, and destruction. We protect your login information and the transmission of your data using Secure Socket Layer (SSL) technology.

Retention period of personal data

We do not store your personal data longer than is necessary for the purpose of the data processing.

Where your personal data is processed

We process your personal data in the European Union / EEA. The data that is processed or passed on to other countries such as the USA, will be protected by appropriate additional (technical) safeguards, our processors have ISO 27001 and SOC 1, SOC 2, and SOC 3 certification and when appropriate ISO 27017 and ISO 27018 certification and we have added an extra layer of encryption, so that the data is not accessible to anyone.

Who receives your data

If you have an account via a so-called 'School license' the School Admin will be able to see your name and email address.

We use the services of third parties to process your data in accordance with this Privacy Policy. These third parties act as processors and we ensure that these parties offer sufficient guarantees with regard to technical and organizational security measures. Third parties who act as processors for us have entered into a processor agreement with us, which states, among other things, that they will only process your data on our behalf.

We use the following third party service providers:

- We use payment service providers Stripe and Paddle to process your payments
- We use Netlify to host our websites and applications.
- We use Google and Firebase for securely storing and organizing data.
- We use Cloudflare for caching and DDoS mitigation.
- We use Sentry to track and log errors
- We use ipStack to verify your country of residence (required by the EU tax authority).
- We use SendinBlue to send emails and newsletters.
- We use Google Analytics to analyze the effectiveness of our websites and applications.

Your data can also be provided to third parties, because we have to perform an agreement with you or if this is necessary to fulfil the agreements with you. In addition, we provide your data to other parties that we need in the context of our services, for example lawyers or bailiffs.

Other than that, we will only provide data to third parties with your explicit consent or if we are obliged to do so on the basis of legislation and regulations, we are forced to do so as a result of a lawsuit and/or if we deem this necessary for the protection of our own interests and/or interests of third parties.

Changes to our policy

This Privacy Policy can be changed in the event of changes to our services or changes in privacy legislation. We will post any changes on this website. We will inform you personally of changes that apply to you, for example by sending you an email.

How you can exercise your rights

We would like to make sure you are fully aware of all of your data protection rights. Every user is entitled to the following:

- The right to access – You have the right to request copies of your personal data.
- The right to rectification – You have the right to request that we correct any information you believe is inaccurate. You also have the right to request that we complete the information you believe is incomplete.
- The right to erasure – You have the right to request that we erase your personal data, under certain conditions.
- The right to restrict processing – You have the right to request that we restrict the processing of your personal data, under certain conditions.
- The right to object to processing – You have the right to object to our processing of your personal data, under certain conditions.
- The right to data portability – You have the right to request that we transfer the data that we have collected to another organization, or directly to you, under certain conditions.

If you wish to exercise one or more of these rights, please contact us at info@classroomscreen.com.

Right of complaint

If you have a complaint about how we handle your data you can:

- Contact us: we will try to find a solution together with you.
- Submit a complaint: you have the right to submit a complaint to the Dutch Data Protection Authority: <https://www.autoriteitpersoonsgegevens.nl>

Contact

The responsibility for processing the personal data lies with:

Classroomscreen B.V.

J F Kennedylaan 2j, Bunnik



LOG IN



0

Navigation

All Products or Product # ▼ : title/keyword

☒ title ☐ title & text

Music K-8 Song: song title

Privacy Statement

Your Information Is Protected

We realize how important your privacy is to you, and it's important to us, too. That is why **MusicK8.com** and **Plank Road Publishing** do not sell, trade, or in any way disseminate personal information you enter on our web sites to any outside party.

Any personal information provided voluntarily by customers/visitors to **MusicK8.com** or its affiliated web sites is used for internal purposes only by Plank Road Publishing, publisher of **MusicK8.com**, **Music K-8** magazine, and **Recorder Classroom** magazine. The information is kept strictly confidential.

The information you submit to us in an Internet order is placed in a secure database (which is protected by a firewall), so that our Customer Service representatives can better help you. For example, we ask you to provide a telephone number when you place an order so that a Customer Service representative can contact you, should there be any questions regarding your order.

Personal data, including Credit Card Numbers submitted as part of an Internet order through our Secure Store are transmitted in an encrypted format, protected by industry-standard security software. Cards are charged at the time the order is placed, so we do not store your credit card number.

When you place an online order with us, we send you an email confirmation of your order. We do not, however, send unnecessary email messages, or "spam."

We do not collect personally identifying information about you without your knowledge or permission. We do, however, use an external analytics app to gather non-identifying statistical information (see below). This information helps us with web design decisions and allows us to gauge what type of information is most popular with or useful to visitors. In short, it helps us make the web site more useful to you.

Cookies

To make this site work properly, we sometimes place small data files called cookies on your device. Most big websites do this too.

What are cookies?

A cookie is a small text file that a website saves on your computer or mobile device when you visit the site. It enables the website to remember your actions and preferences (such as login, language, font size and other display preferences) over a period of time, so you don't have to keep re-entering them whenever you come back to the site or browse from one page to another.

How do we use cookies?

Essential Cookies

Without these cookies, you will not be able to use this site as intended.

Essential First-Party Cookies (set by MusicK8.com)

- We set cookies so that you can remain logged in to your online account as you navigate through the web site.
- We set cookies so that you can add items to your cart and check out.
- We set cookies if you voluntarily take part in our Refer-A-Friend rewards program to track rewards.
- We set cookies to remember your preference about setting cookies.

Essential Third-Party Cookies: Google reCaptcha

- PayPal sets cookies on the Shopping Cart page and subsequent checkout pages, if you choose to check out using PayPal. Without these cookies, purchasing with PayPal is not possible.
- Most forms on our site use Google reCaptcha (the "I am not a robot" checkbox). Google reCaptcha sets cookies in order to determine whether you are an actual human or a bot. This helps prevent Spam and malicious behavior.

Google Analytics / Other Google Services

Google Analytics is a service provided by Google, Inc. Google Analytics uses cookies to help us analyze how users use our web sites, including our mobile site. The information generated by these cookies (including your truncated IP address) is transmitted to and stored by Google on servers in the United States. Google will use this information for the purpose of evaluating your, and other users', use of our web sites, compiling reports for us on web site activity, and providing other services relating to web site activity and Internet usage. Please note that Google only receives your truncated IP address. This is sufficient for Google to identify (approximately) the country from which you are visiting

our sites, but is not sufficient to identify you, or your computer or mobile device, individually.

We use the online advertising program Google AdWords and the Google Remarketing technology, both operated by the company Google Inc.

For measuring conversion with Google AdWords, a conversion tracking cookie is placed when a user clicks on an advertisement delivered by Google ("Ads"). Conversion tracking cookies expire after 30 days and are not used for personal identification. Google uses a different cookie for each Google AdWords customer, and there is no consolidation of the cookie data with other data. If you click on one of our Ads and proceed to a page equipped with a conversion tag and the cookie has not yet expired, the conversion is documented. With the help of the conversion tracking cookie we see the total number of conversions and are able to review the performance of our Ads.

When you click on one of our Ads, a Google Remarketing cookie is placed. This cookie helps to serve our Ads to you at a later time when you browse pages of the Google content network. Remarketing cookies expire after 30 days and are not used for personal identification.

Google cookies are those beginning "__ut," "__ga," "__gid," and "__gat"

Learn more about how Google manages data it collects on our site.

Click to opt-out of analysis by Google Analytics on our website and other websites.

Other Cookies

Checkout / Security

PayPal uses cookies on the Shopping Cart, as well as on checkout pages, if you choose to pay with PayPal.

GoDaddy, from whom we obtain our security certificate, sets cookies wherever the GoDaddy secure site logo is shown.

PayTrace, our credit card processor, sets cookies wherever the PayTrace Secure Payments logo is shown.

AddThis

AddThis may set cookies on our product detail pages. AddThis allows liking or sharing a product from our site on social media.

YouTube

In the Video Network, the Help Videos page, Video Sample page, School Music Matters Video Resources page, and elsewhere that let you view embedded YouTube videos,

YouTube may set cookies.

Pinterest

Pinterest sets cookies associated with the embedded School Music Matters Pinterest board.

How to control cookies

You can control and/or delete cookies as you wish – for details, see aboutcookies.org or Cookies & You. You can delete all cookies that are already on your computer and you can set most browsers to prevent them from being placed. If you do this, however, you may have to manually adjust some preferences every time you visit a site and some services and functionalities may not work. On our web site, for example, you would not be able to log in to your account, and you would not be able to purchase from our store.

Accounts / Registration

We do not require you to register in order to purchase products from our online store, with the exception of downloadable magazine subscription components. You must register if you wish to use certain optional web site features, such as (but not limited to) the Wish List and Express Checkout.

Links

Our web site contains links to other web sites which we believe may be of interest to you. We are not responsible for the content or privacy practices of these web sites.

Site Security

More About Cookies

(External links)

Cookies & You

explains cookies in easy to understand language in a short video. Also explains how to disable 3rd party cookies or all cookies in various browsers.

aboutcookies.org

is a guide to deleting and controlling cookies, brought to you by the international law firm Pinsent Masons.

^ Back To Top

POLAR3D PRIVACY POLICY

Last updated August 1, 2019

Polar3D, LLC ("Polar3D") is committed to protecting your privacy. This Privacy Policy ("Policy") applies to those who visit the websites ("Sites") owned and operated by Polar3D and located at polar3d.com and about.polar3d.com. This Privacy Policy describes how Polar3D collects, uses, shares and secures the personal information you provide. It also describes your choices regarding use, access and correction of your personal information. The use of information collected through our Sites shall be limited to the purpose of providing, supporting, and improving the services offered by the Sites.

If you have questions or complaints regarding our privacy policy or practices, please contact us at support@polar3d.com.

Privacy Compliance

With respect to personal data received or transferred, Polar3D is subject to the regulatory enforcement powers of the U.S. Federal Trade Commission. In certain situations, Polar3D may be required to disclose personal data in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

Polar3D complies with the EU-U.S. Privacy Shield Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information transferred from the European Union to the United States. Polar3D has certified to the Department of Commerce that it adheres to the Privacy Shield Principles. If there is any conflict between the terms in this privacy policy and the Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Privacy Shield program, and to view our certification, please visit <https://www.privacyshield.gov/>.

Your Privacy Choices & Means

Your personal information is kept strictly confidential and will not be shared or sold to third parties except as necessary to deliver our services. In the event Polar3D will need to share information outside of our normal services, we will offer individuals the opportunity to choose (opt-out) whether their Personal Information is (a) to be disclosed to a third party acting as a controller, or (b) to be used for a purpose that is materially different from the purpose for which it was originally collected or subsequently authorized by the individual. For sensitive personal information, Polar3D will give individuals the opportunity to affirmatively and explicitly consent (opt-in) to the disclosure of their Sensitive Personal Information to (a) a third party acting as a controller or (b) the use of the information for a purpose other than the purpose for which it was originally collected or subsequently authorized by the individual. Polar3D will provide individuals with reasonable (especially clear and conspicuous, readily available) mechanisms to exercise their choices and includes, without limitation, the ability to delete their account and all Personal Information and Sensitive Personal Information associated therewith, if any. See below and [Privacy Policy FAQs](#) for additional information.

How Do We Collect, Use and Share Your Personal Information and Other Information?

Collection

We may collect the following personal information from you within the Sites:

- Contact Information, such as name, email address, mailing address, or phone number;

- Information about your organization, such as the name of your school and district or the name of your business.

We may collect the following personal information from you when you use our Sites:

- Contact Information, such as name, email address, mailing address, IP address, geographic location, or phone number;
- Unique Identifiers, such as your email address.

We may collect the following personal information from our Single Sign-On providers when you use our Sites:

- Your email address, first name, and last name;
- Your preferred public display name;
- Your profile image.

The information collected from our Single Sign-On providers is saved in your Account profile within Polar3D's databases. At any time you can change or remove the above information via your [account settings](#) within the Sites.

Use

We may use the personal information collected from within the Sites or when you use the Sites to:

- Provide you with the services of the Sites
- Send you communication from the Sites
- Send you requested product or service information
- Respond to customer service requests
- Administer your account
- Send you promotional and marketing communications
- Respond to your questions and concerns
- Facilitate your transactions with other users when you use our Sites

Of the information collected from the Single Sign-On providers, only your profile image and display name are disclosed to other members of the Sites. (Please note, in some instances the Single Sign-On providers may provide a display name constructed from your first and last names or even use your email address. Change your display name via the [Account settings page](#) to suit your preferences.) Should you use devices (e.g., 3D printers) of other members through the Sites, your email address will be disclosed to the managers of those devices. That so that they may contact you should the need arise.

In the case of Google's Single Sign-On, the Sites also ask your consent to access (read-only) your Google Classrooms and Google Drive, should you use either. This is done to assist you with the creation of classroom groups within the Sites, and to allow you to access 3D models you might have stored in Google Drive. Classroom data is restricted to the names of the classrooms and the students enrolled. When you choose to create a classroom group within the Sites, you have the option of drawing information from your active and provisioned Google Classrooms. The only retained Google Classroom data is the unique Google Classroom identifier associated with a given Google Classroom. Any 3D model you choose to access from Google Drive is copied to the Sites, instantiating a copy of the file data which is then accessible to only your Account at the Sites. You may subsequently choose to share that file copy with other members of the Sites; however, without your explicit action, the copy is kept private to your own Account.

Share

Except as outlined in this Policy, your information will never be sold to or shared with other companies or organizations for commercial purposes or otherwise. We may transfer personal information to our sub-

contractors that help us provide our Sites. Transfers to subsequent third parties are covered by the service agreements with our sub-contractors. Such sub-contractors may include third-party payment processors who process your credit card and other payment information for Polar3D but are otherwise not permitted to store, retain or use such information.

We are committed to the responsible onward transfer of data to third parties, and work to ensure that our sub-contractors provide the same level of protection as is required under the Privacy Shield Principles. We will remain liable under the Privacy Shield Principles if a sub-contractor that we engage to process personal information on our behalf does so in a manner inconsistent with the Privacy Shield Principles, unless we prove that we are not responsible for the event giving rise to damage.

Correction or Removal of Personal Information

In most cases, you can correct or remove your personal information via your [account settings](#) page within the Sites.

If you believe that one of your contacts has provided us with your personal information and you would like to request that it be removed from our database, please contact us at support@polar3d.com

Other Information

Other information such as End-Customer device models (e.g., 3D printers), IP address, or usage patterns are also captured by the Sites. This information is used by Polar3D to support your usage of the Sites and any devices managed through the Sites. Polar3D may share your name, location, email address, and device usage information with the device's manufacturer or distributors.

Retention of Personal Information

We retain Personal Data we process for as long as an Account is active or as needed to provide the services of the Sites. If you wish to terminate your Account or request that we no longer use Your Data, please contact us at support@polar3d.com. We will retain Your Data as necessary to comply with our legal obligations, maintain accurate financial and other records, resolve disputes, and enforce our agreements. We delete all Your Data on the expiry of 14 days after the termination of your Account, except as otherwise prohibited by applicable law.

Use of Cookies

When you use our Sites, we may store some information on your computer. This information will be in the form of a "cookie" or similar file/technologies. Cookies are small pieces of information stored on your hard drive, not on the Polar3D websites. We do not use cookies to spy on you or otherwise invade your privacy. They cannot invade your hard drive and steal information. We use cookies to help you navigate the Sites as easily as possible, and to remember information about your current session. These are referred to as "Session Cookies" and they are removed from your system when you close the web browser or turn off the computer. You must enable cookies on your web browser to use the Sites.

Log Files

As is true of most websites, we gather certain information automatically and store it in log files. This information may include internet protocol (IP) addresses, browser type, internet service provider (ISP), referring/exit pages, operating system, date/time stamp, and/or clickstream data. We do not link this automatically collected data to other information we collect about you.

Social Media Features

Our Sites may include social media features, such as the Facebook “Like” button, the “Share This” button or interactive mini-programs. Where we have your consent, these features may collect your IP address, which page you are visiting on our Sites, and may set a cookie to enable the feature to function properly. Social media features and widgets are either hosted by a third party or hosted directly on our Sites. Your interactions with these features are governed by the privacy policy of the company providing them.

Links to Third Party Sites

Our Sites contain links to other websites that are not owned or controlled by Polar3D. Please be aware that we are not responsible for the privacy practices of such other websites or third parties. We encourage you to be aware when you leave our Sites and to read the privacy policies of each and every website that collects personal information.

Public Forums

Our Sites offer publicly accessible blogs or community forums. You should be aware that any information you provide in these areas may be read, collected, and used by others who access them. To request removal of your personal information from our blog or community forums, contact us at support@polar3d.com. In some cases, we may not be able to remove your personal information, in which case we will let you know that we are unable to do so and why.

Single Sign-On

You can log in to our Sites using sign-in services such as offered by Google, Facebook, and Microsoft. These services will authenticate your identity and provide you the option to share certain personal information with us such as your name and email address. Services like Google and Facebook give you the option to post information about your activities on our Sites to your profile page, to share information with others within your network. In the case of Google, you further have the option of sharing information with Google Classrooms and accessing 3D models stored in Google Drive.

Communications from the Sites

We may use your email address to send our newsletters and/or marketing communications. If you no longer wish to receive these communications, you can opt out by following the instructions contained in the emails you receive or by contacting us at support@polar3d.com.

We will send you announcements related to the Sites on occasions when it is necessary to do so. For instance, if our Sites are temporarily suspended for maintenance, we might send you an email. Generally, you may not opt-out of communications which are not promotional in nature. If you do not wish to receive them, you may deactivate your Account.

Advertising

We partner with third-party advertising networks to either display advertising on our Sites or to manage our advertising on other websites. Our ad network partner may use cookies and Web beacons to collect information about your activities on our Sites and other websites to provide you targeted advertising based upon your interests (this will only be the case if we have your consent in certain locations).

Protection of Information

The Sites have industry standard security measures in place to protect against the loss, misuse, and alteration of the information under our control. When you provide us with sensitive information (such as credit card

information or login credentials), we will encrypt that information via Secure Socket Layer (SSL).

While there is no such thing as “perfect security” on the Internet, we take all reasonable steps to ensure the safety of your personal information. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our Sites and any transmission is at your own risk. Once we receive your personal information, we will use strict procedures and security features to try to prevent unauthorised access.

If you have questions about our security you can contact us at support@polar3d.com

Testimonials

We post customer testimonials/comments/reviews on our Sites which may contain personal information. Prior to posting the testimonial, we obtain the customer's consent to post their name along with their testimonial. If you want your testimonial removed, please contact us at support@polar3d.com.

Corrections and Updates

Upon request Polar3D will provide you with information about whether we hold any of your personal information. To request this information please contact us at support@polar3d.com.

We allow users of the Sites to access, update or modify their information by clicking on the Settings item in the account navigation menu or by contacting us at support@polar3d.com. We seek to respond to requests for access or modification as soon as possible and within reasonable time frame.

Amendments

Amendments to this Policy will be posted to this URL and will be effective when posted. If we make any material changes we will notify you by email (sent to the e-mail address specified in your account) or by means of a notice on our Sites prior to the change becoming effective. You should frequently visit this Policy to check for amendments. Your continued use of these Sites following the posting of any amendment, modification, or change to this Policy shall constitute your acceptance of the amendments to this Policy. You can choose to discontinue use of these Sites, if you do not accept the terms of this Policy, or any modified version of this Policy.

Legal Disclosure

We reserve the right to disclose your personal data as required by applicable law, in response to lawful requests by public authorities, including meeting national security or law enforcement requirements and when we believe that disclosure is necessary to protect our rights and/or to comply with a judicial proceeding, court order, or other legal process served on us.

In the event Polar3D goes through a business transition, such as a merger or acquisition by another company, or sale of all or a portion of its assets, your user account and personal data will likely be among the assets transferred. You will be notified via email and via a prominent notice on our Sites of any such change in ownership or control. We may also disclose your personal information to any other third party with your prior consent.

Contacting Polar3D

In compliance with the Privacy Shield Principles, Polar3D commits to resolve complaints about our collection or use of your personal information. Individuals with inquiries or complaints regarding our Privacy Shield policy should first contact Polar3D at:

support@polar3d.com or via postal mail at Polar 3D, LLC, 6102 Madison Road, Cincinnati, OH 45227, USA

Polar3D has further committed to cooperate with the panel established by the EU data protection authorities (DPAs) with regard to unresolved Privacy Shield complaints concerning data transferred from the EU.

Under certain circumstances, you may have the option to engage in binding arbitration to resolve your complaint by following the guidelines provided by Annex I of the Privacy Shield Framework. For more information, please visit [Annex I](#)



PLTW.org Privacy Policy

Introduction. This website, including the features, applications, emails, content, downloads, products or services of the website (collectively, the “Site”) has been developed as part of the charitable and educational activities of Project Lead The Way, Inc. (“PLTW” or “We”) to assist and support educational institutions in providing students with an innovative, highly effective science, technology engineering and math (“STEM”) curriculum and to promote STEM education. This Privacy Policy describes how we collect and use information through the Site. Please carefully read this policy before using and providing any information through the Site. Your use of the Site constitutes consent to this Privacy Policy. Please also read the “Terms of Service” which describe the rules regarding the use of the Site. This Privacy Policy is incorporated by reference into the Terms of Service.

**BY PROVIDING INFORMATION TO US, AND BY USING THIS WEBSITE,
YOU ARE CONSENTING TO THE COLLECTION AND PROCESSING OF
PERSONAL INFORMATION AS DESCRIBED IN THIS PRIVACY POLICY.**

SUMMARY PRIVACY NOTICE

- PLTW complies with local law when it collects and processes personal information.
- PLTW usually does not collect or process sensitive personal information, unless it is required by law.

- If PLTW is going to collect or process sensitive personal information for purposes not required by law, we will ask your specific personal consent.
- For the collection and processing of personal information and sensitive personal information of children, consent is obtained from at least one parent, a legal guardian, or, if permitted by local law, the school in which the child is enrolled.
- You have certain rights regarding the personal information and sensitive personal information that PLTW collects and processes. PLTW respects these rights:
 - o To know what information is collected and processed, and why
 - o To access your data
 - o To ask for correction if the information we are processing is incomplete, incorrect or out-of-date
 - o To ask us to delete information, such as information that is no longer relevant
 - o To have a copy of the data to take to another service provider
 - o To know what third parties we share data with.
- You also have the right to know the impact of these requests.
- PLTW has the policy of granting these requests when possible. However:
 - o If certain data is deleted, or if consent to process data is denied or revoked, the data subject may no longer be able to participate in PLTW programs or buy PLTW products, because the ability to process that data is necessary to provide the programs, services, and products.
 - o If the requested correction is factual, and PLTW does not agree that the correction is appropriate, PLTW may not be able to make the requested correction. However, PLTW may be able to add a notation that the correction was requested. For example, if a student requests that a grade be changed from a C to a B, PLTW cannot change the grade without authorization from the school; however, PLTW may be able to include a notation that the student requested that the change in grade be noted.
 - o PLTW may not be able to delete certain information. For example, if PLTW is required to retain information by law, PLTW cannot honor a request to delete that information.
- PLTW has a dispute resolution process, which may be updated from time to time. Our Data Protection Officer can be reached at dpo@pltw.org. If the Data Protection Officer is not able to resolve your concerns, you can discuss those concerns with the regulators in your jurisdiction. The Data Protection Officer can help you find the contact information for that regulator.
- PLTW does transfer personal information across international borders. PLTW's main office is in the United States of America. Therefore, if you are in a country other than the United States, your information may be sent to the U.S., whose data protection laws may be less protective than the data protection laws in your country.
- PLTW's website does use cookies.
- We encourage you to read the full Privacy Policy, which follows this Summary. If you have any questions, please contact the Data Protection Officer at dpo@pltw.org.

PRIVACY POLICY AND NOTICE

• It is PLTW's policy to protect personal information collected and processed by PLTW in compliance with applicable laws. Because PLTW may operate in a number of different countries, some privacy protections may apply based on the country in which the data was collected or processed. PLTW strives to ensure that all personal information is protected and used only as necessary to accomplish the purposes for which the data is collected and to ensure that data subjects are provided the ability to control the use of their data to the greatest extent possible.

- o Personal data of individuals in the European Economic Area that is collected or processed for or by PLTW will be processed in compliance with the European Union's General Data Protection Regulation ("GDPR"). PLTW will also comply with other applicable data protection laws with regard to the processing of personal data and on the free movement of such data.

- o Personal data of individuals in Brazil that is collected or processed for or by PLTW will be processed in compliance with Brazil's General Data Protection Law ("GDPL"). PLTW will also comply with other applicable data protection laws with regard to the processing of personal data and on the free movement of such data.

- o Personal data of individuals in Australia that is collected or processed for or by PLTW will be processed in compliance with Australia's Federal Privacy Act. PLTW will also comply with other applicable data protection laws with regard to the processing of personal data and on the free movement of such data.

- This Privacy Policy also serves as the Privacy Notice for the European Economic Area, Brazil, and Australia. PLTW typically serves as the Data Controller and determines what data is collected and processed. At times, PLTW may act as a Data Processor.

- PLTW has designated a Data Protection Officer, who can be reached at dpo@pltw.org.

- The purposes and legal basis for the processing are described in this Policy.

- Personal information will be transferred to the United States for further processing.

- For individuals subject to European Union, Australian, and Brazilian law, the consent of at least one parent or legal guardian of individuals **under 18** will be obtained before collecting and processing personal data. Parental consent is not required to collect and use data:

- o To contact the parent or legal guardian

- o To use the data a single time, if the data is not stored

- o To use the data for the protection of the child/adolescent

- o As otherwise required or permitted by law.

- You have the right to ask us to:

- o Confirm that we are processing your data;
 - o Access your data;
 - o Correct incomplete, inaccurate or out-of-date data;
 - o Anonymize, block or delete unnecessary/excessive or non-compliant data;
 - o Take a copy of the data to another service provider;
 - o Delete the data;
 - o Know the third parties we share the data with;
 - o Explain the possibility of denying consent, and what happens if you deny consent;
 - o Revoke consent.
- We encourage you to understand your rights regarding your data. Parents and legal guardians exercise these rights on behalf of their children.
 - o If you deny consent, revoke consent, or we delete data, you or your child may no longer be able to participate in PLTW programs, activities, opportunities, or order PLTW products.
 - o In some cases, we may not be able to grant a request. For example, we may not be able to delete (erase) data if we are required to maintain that data under law. However, we might be able to add a notation that erasure or rectification was requested.
 - If there is a concern about privacy or security of data, please contact the Data Protection Officer at dpo@pltw.org. If the Data Protection Officer is not able to resolve your concern, a dispute resolution process is available upon request. If the Data Protection Officer is not able to resolve your concerns, you can discuss those concerns with the regulators in your jurisdiction. The Data Protection Officer can help you find the contact information for that regulator.

How Do We Collect Personal Information? Many areas of the Site can be used without collection of personally identifiable information. There are some areas that require an account to access or use the area. We collect personally identifiable information that you provide when you:

- Register on the Site
- Create an Account
- Make purchases
- Subscribe to a newsletter
- Respond to a survey
- Fill out a form
- Submit or post content
- Engage in other activities, services or features that We make available on the Site that request your information
- If you sign up to use a special feature of the Site, you may be asked to expressly consent to special terms, for example, by affirmatively checking a box or clicking a button marked, "I agree." This separate agreement will supplement or amend this Policy, but only with respect to the matters governed by such separate agreement.

What Information is Collected?

The information that is collected may include:

- Name
- Contact information, such as:
 - o Mailing address
 - o Phone number
 - o Email address
 - o School District
- Date of birth, or grade you are in school
- Student ID number
- IEP status/testing accommodations
- NCES code
- Other information that you provide to Us

We only collect sensitive personal information when we are required to by law, or when necessary for the purposes of the processing or with your consent. Sensitive personal information is personal information regarding:

- Racial or ethnic origin
- Religious belief
- Political opinion
- Trade union or religious, philosophical or political organization membership
- Information about health or sex life
- Information about genetic or biometric data

How Do We Use This Information?

We use personally identifiable information only if:

- The subject of the data (or the subject's legal representative, such as a parent or, in some cases, the school) has consented to the use
- The use is necessary to perform an agreement that the subject of the data is a party to, or that the subject of the data has requested prior to entering into an agreement;
- To comply with a legal obligation;
- To protect vital interests of an individual;
- To carry out a task in the public interest that is an obligation of PLTW;
- The use is necessary for purposes of the legitimate interests of PLTW, and those interests are not overridden by the interests or fundamental rights and freedoms of the subject of the data.

Examples of ways that we use personally identifiable information include:

- To improve customer service

o Your information helps us respond to Your customer service requests and support needs more efficiently.

- To improve user experience

o We may use individual and aggregated information to understand how our services, resources and Site are used.

- To improve our Site

o We may use feedback to improve PLTW products and services.

- To process payments

o We use information provided when placing an order to fulfill that order.

- To run a promotion, contest, survey or other Site feature

o To provide information about topics We think will be of interest.

o To advise Site users of survey results, or if they won a contest.

- To send periodic emails

o We may send email updates about orders, or to answer inquiries, questions, and/or other requests. If you decide to opt-in to our mailing list, We may send emails that include PLTW news, updates, and product or service information. You can unsubscribe from receiving future emails at any time; unsubscribe instructions are included at the bottom of each email.

- For the purposes specified at the time of collection.

o There may be other purposes that are specified when the information is collected.

- As otherwise permitted or required by law.

How Do We Share Your Personal Information?

We do not sell, trade, or rent Your personal identification information to others.

- You may contact solutioncenter@pltw.org to tell Us you do not want your information to be sold to third parties.

- However, we may still give your information to third parties that provide services to us.

We may share information about visitors to the Site:

- With our business partners, trusted affiliates and advertisers to help provide services that are described above and on the Site.

- With third party service providers that help us operate our business and the Site or

administer activities on our behalf, such as sending out newsletters or surveys.

Newsletters and surveys are only sent if You have agreed to receive them.

- With companies that provide services to us, such as website hosting services or credit card processing services.
- With companies that are disclosed to You at the time You provide the Information.
- As permitted or required by law; for example, to comply with a court order or subpoena, or to prevent or investigate a crime or fraud. We may share information if necessary to enforce this Privacy Policy or Terms of Use of the Site. We also reserve the right to report to appropriate law enforcement or government agencies activities that We, in good faith, believe to be harmful or unlawful, with or without providing notice to You.
- PLTW complies with the Family Educational Rights and Privacy Act (FERPA), which prohibits the release of education records without student permission, and other applicable online privacy laws.

Sensitive personal information is only used as permitted by law in the country in question. Some of these purposes are:

- With the specific consent of the subject of the data (or the subject's legal representative, such as a parent), for the specific purpose;
- To comply with a legal or regulatory obligation;
- If permitted by law, for research purposes;
- For the prosecution or defense of legal claims or other legal proceedings, as permitted by law;
- If necessary to protect the vital interests of a natural person;
- When processing is necessary for reasons of substantial public interest.

Is the Site Private?

Some of the Site is not private and can be viewed by others. You may be permitted to post content for viewing on the Site. We have no control over, and disclaim responsibility or liability for, how other users may respond to, use or misuse the content that you post for public viewing on this Site, or for any actions taken by other users related to content that You post on the Site. Please consider carefully the information that You choose to post for public viewing on the site.

How Can You Access or Correct Your Information

- You have the right to access your personal information stored with us to ensure that it is accurate, complete and current.
- Upon request, we will grant you reasonable access, except where the burden or expense of providing access would be disproportionate to the risks to your privacy or where the rights of other persons would be violated.
- We will take reasonable steps to correct, amend or delete information that you can independently demonstrate is inaccurate or incomplete. You can correct or amend your information by sending an email to us at solutioncenter@pltw.org or calling us at [877]-335-7589. You may use the same email address or phone number to ask us to delete information about you. However, we may not agree to delete information, if (a)

we still need to information for legitimate purposes; or (b) we are required to retain the data for regulatory or legal purposes.

- You may withdraw your consent to the collection, use and transfer your personal information. However, please note that, by withdrawing your consent, it may be impossible for us to continue to provide you with certain services.
- You can log in to Your Account and correct or update information in Your User Profile.
- You can send an email to solutioncenter@pltw.org requesting that information be corrected

What Information is Automatically Collected

We may collect certain information automatically, including:

- The IP address of the computer You are using;
- The date and time You are connecting to the Site;
- Website analytic data;
- Technical information about Your computer, such as the operating system, the browser and the Internet service providers You are using, and other similar information.

Web browser cookies

Our Site uses “cookies” to enhance User experience.

- Cookies are small text files that are placed on Your hard drive. Cookies help identify a User's computer and may allow some tracking of information. For example, cookies can remember a User between visits, and can keep information in a shopping cart.
- A persistent cookie is set to store your User Name and Password, so you do not have to enter it more than once. Persistent cookies also enable the ability for the Site to track and target the interests of a user in order to enhance the experience of the user on the Site.
- We do not currently collect, and it is not our policy to permit third parties to collect “targeted” cookies (persistent identifiers tracking users across different sites and services) for purposes of advertising.
- You can set Your web browser to refuse cookies, or to alert You when cookies are being sent. However, if You refuse cookies, some parts of the Site may not function properly.

Google Analytics Notice

We use Google Analytics, which uses cookies to analyze website traffic. For instance, Google Analytics tells us how many people have visited our website, what pages they visit, and how long they visit each page. You can visit <https://policies.google.com/te...> to learn more about how Google uses the information collected.

California Do Not Track Notice

Many internet browsers have "Do Not Track" features which, when turned on, send a signal (the "DNT signal") to the websites a user visits that indicates the user does not want to be tracked. Because there is not yet a common understanding of how to interpret DNT signals, and there is no common definition of "tracking", We do not currently respond to DNT signals on the Site. We do not engage in targeted behavioral advertising.

Your California "Shine the Light" Privacy Rights

Upon your request, submitted to solutioncenter@pltw.org, We will advise you of any categories of personal information that We disclose to third parties, and (to the extent We know) whether those third parties use that information for their direct marketing purposes. If We provide Your personal information to a third party, We do not allow that third party to use that information for marketing their services, unless You have consented to that use.

How Do We Protect Your Information?

We use reasonable data collection, storage and processing practices and security measures to protect against unauthorized access, alteration, disclosure or destruction of Your personal information, username, password, transaction information and data stored on our Site. However, it is impossible to guarantee security of any website, or of data transmitted over the Internet. While We seek to protect information, We cannot guarantee the security of any personal information You provide through the Site. It is important that You are careful when You provide private information online, that You use a secure connection, and that You protect your username and password.

Third Party Websites

- This Site may provide hyperlinks, which are highlighted words or pictures within a document, that, when clicked, take you to another place within the document, to another document altogether, or may take you to a third-party website not controlled by PLTW.
- Any third-party websites may collect, use, and disclose information in a manner different than the Site. PLTW is not responsible for the collection, use, or disclosure of information collected through these websites and expressly disclaims any and all liability related to such collection, use, or disclosure.
- Chat Rooms, Journals and WebLogs, Message Boards, Classifieds, and Public Forums are areas that are only available to eligible and registered users.
- Whenever you voluntarily post public information to journals, weblogs, message boards, classifieds, or any other public forum, then that information can be accessed by the public and can in turn be used by those people to send you unsolicited communications.
- You should use discretion in providing information in these areas. PLTW is not responsible for the review, collection, use, or disclosure of information collected through such public forums and expressly disclaims any and all liability related to such collection, use, or disclosure.

expiration of the retention period, personally identifiable information is disposed of in a secure manner.

Changes to this privacy policy

We have the discretion to update this Privacy Policy at any time. When we update the Privacy Policy, we will revise the "updated" date at the top of this page. We encourage Users to frequently check this page for any changes to stay informed about how We collect and use Your information. You acknowledge and agree that it is Your responsibility to review this Privacy Policy periodically and become aware of modifications. By using this Site, You agree that the Privacy Policy applies to any current or past information you have shared with PLTW.

Access from Outside the United States; Acceptance of Policy

- If you are located outside of the United States, please note that any personal information collected through this Site may be transferred to the United States and other countries that might not provide an equivalent level of protection as the data protection laws in your home country.
- Your use of this Site or submission of any personal information constitute your express consent to the collection, use, disclosure, processing and storage of your personal information outside of your home country.
- We collect and use information as reasonably necessary to fulfill requests by Users, to operate Our business, and to comply with law. By using this Site, You signify Your acceptance of this Privacy Policy.
- If You do not agree to this Privacy Policy, please do not use our Site. Your continued use of the Site following the posting of changes to this policy will be deemed Your acceptance of those changes.

Contact Us

If You have any questions about this Privacy Policy or Your interactions with this Site, please contact us at: solutioncenter@pltw.org

Updated: November 2019



[Blog](#)

[News](#)

Privacy Policy

Information that is gathered from visitors

We are committed to safeguarding the privacy of our website visitors; in this policy we explain how we will treat your personal information.

1. We may collect, store and use the following kinds of personal information:
 1. information about your computer and about your visits to and use of this website (including your IP address, geographical location, browser type and version, operating system, referral source, length of visit, page views and website navigation paths);
 2. information that you provide to us when registering with our website (including your email address);
 3. information that you provide to us for the purpose of subscribing to our email notifications and/or newsletters (including your name and email address);
 4. information that you provide to us when using the services on our website, or that is generated in the course of the use of those services (including the timing, frequency and pattern of service use);
 5. information relating to any purchases you make of our goods and/or services or any other transactions that you enter into through our website (including your name, address, telephone number, email address and card details);
 6. information that you post to our website for publication on the internet (including your user name, your profile pictures and the content of your posts)
 7. information contained in or relating to any communication that you send to us or send through our website (including the communication content and metadata associated with the communication);
 8. any other personal information that you choose to send to us.
2. Before you disclose to us the personal information of another person, you must obtain that person's consent to both the disclosure and the processing of that personal information in accordance with this policy.
3. Using personal information
 1. Personal information submitted to us through our website will be used for the purposes specified in this policy or on the relevant pages of the website.
 2. We may use your personal information to:
 1. administer our website and business;
 2. personalize our website for you;
 3. enable your use of the services available on our website;
 4. send you goods purchased through our website;
 5. supply to you services purchased through our website;
 6. send statements, invoices and payment reminders to you, and collect payments from you;
 7. send you non-marketing commercial communications;
 8. send you email notifications that you have specifically requested;
 9. send you our email newsletter, if you have requested it (you can inform us at any time if you no longer require the newsletter);
 10. send you marketing communications relating to our business, or the businesses of carefully-selected third parties which we think may be of interest to you, by post or, where you have specifically agreed to this, by email or similar technology (you can inform us at any time if you no longer require marketing communications);
 11. provide third parties with statistical information about our users (but those third parties will not be able to identify any individual user from that information);
 12. deal with enquiries and complaints made by or about you relating to our website;
 13. keep our website secure and prevent fraud;
 14. verify compliance with the terms and conditions governing the use of our website.
 3. If you submit personal information for publication on our website, we will publish and otherwise use that information in accordance with the license you grant to us.
 4. Your privacy settings can be used to limit the publication of your information on our website, and can be adjusted using privacy controls on the website.
 5. We will not, without your express consent, supply your personal information to any third party for the purpose of their or any other third party's direct marketing.
 6. All our website financial transactions are handled through our payment services provider, PayPal, Inc. You can review the provider's privacy policy at <https://www.paypal.com/us/webapps/mpp/us/privacy-full>. We will share information with

our payment services provider only to the extent necessary for the purposes of processing payments you make via our website, refunding such payments and dealing with complaints and queries relating to such payments and refunds.

4. Disclosing personal information

1. We may disclose your personal information to any of our employees, officers, insurers, professional advisers, agents, suppliers or subcontractors insofar as reasonably necessary for the purposes set out in this policy.
2. We may disclose your personal information to any member of our group of companies (this means our subsidiaries, our ultimate holding company and all its subsidiaries) insofar as reasonably necessary for the purposes set out in this policy.
3. We may disclose your personal information:
 1. to the extent that we are required to do so by law;
 2. in connection with any ongoing or prospective legal proceedings;
 3. in order to establish, exercise or defend our legal rights (including providing information to others for the purposes of fraud prevention and reducing credit risk);
 4. to the purchaser (or prospective purchaser) of any business or asset that we are (or are contemplating) selling; and
 5. to any person who we reasonably believe may apply to a court or other competent authority for disclosure of that personal information where, in our reasonable opinion, such court or authority would be reasonably likely to order disclosure of that personal information.
4. Except as provided in this policy, we will not provide your personal information to third parties.

5. Retaining personal information

1. This Section 5 sets out our data retention policies and procedure, which are designed to help ensure that we comply with our legal obligations in relation to the retention and deletion of personal information.
2. Personal information that we process for any purpose shall currently be retained.
3. Without prejudice to Section 5.2, we reserve the right to delete personal data at a future time, subject to an amendment to this Privacy Policy.
4. Notwithstanding the other provisions of this Section 5, we will retain documents (including electronic documents) containing personal data:
 1. to the extent that we are required to do so by law;
 2. if we believe that the documents may be relevant to any ongoing or prospective legal proceedings; and
 3. in order to establish, exercise or defend our legal rights (including providing information to others for the purposes of fraud prevention and reducing credit risk).

6. Security of personal information

1. We will take reasonable technical and organizational precautions to prevent the loss, misuse or alteration of your personal information.
2. We will store all the personal information you provide on our secure (password- and firewall-protected) servers.
3. All electronic financial transactions entered into through our website will be protected by encryption technology.
4. You acknowledge that the transmission of information over the internet is inherently insecure, and we cannot guarantee the security of data sent over the internet.
5. You are responsible for keeping the password you use for accessing our website confidential; we will not ask you for your password (except when you log in to our website).

7. Amendments

1. We may update this policy from time to time by publishing a new version on our website.
2. You should check this page occasionally to ensure you are happy with any changes to this policy.
3. We may notify you of changes to this policy by email.

8. Your rights

1. You may instruct us to provide you with any personal information we hold about you; provision of such information will be subject to:
 1. the payment of a fee (currently fixed at \$20.00); and
 2. the supply of appropriate evidence of your identity (for this purpose, we will usually accept a photocopy of your driver's license plus an original copy of a utility bill showing your current address).
2. We may withhold personal information that you request to the extent permitted by law.
3. You may instruct us at any time not to process your personal information for marketing purposes.
4. In practice, you will usually either expressly agree in advance to our use of your personal information for marketing purposes, or we will provide you with an opportunity to opt out of the use of your personal information for marketing purposes.

9. Third party websites

1. Our website includes hyperlinks to, and details of, third party websites.
2. We have no control over, and are not responsible for, the privacy policies and practices of third parties.

10. Updating information

1. Please let us know if the personal information that we hold about you needs to be corrected or updated.

11. Cookies

1. Our website uses cookies.

2. A cookie is a file containing an identifier (a string of letters and numbers) that is sent by a web server to a web browser and is stored by the browser. The identifier is then sent back to the server each time the browser requests a page from the server.
3. Cookies may be either "persistent" cookies or "session" cookies: a persistent cookie will be stored by a web browser and will remain valid until its set expiry date, unless deleted by the user before the expiry date; a session cookie, on the other hand, will expire at the end of the user session, when the web browser is closed.
4. Cookies do not typically contain any information that personally identifies a user, but personal information that we store about you may be linked to the information stored in and obtained from cookies.
5. We use both session and persistent cookies on our website.
6. The names of the cookies that we use on our website, and the purposes for which they are used, are set out below:
 1. We use student on our website to give students access to their teachers website.
 2. We use authcache, has_js, nocache and boost-gzip on our website to deliver pages quicker.
 3. We use nragent on our website to track performance of our website.
 4. We use drupal_uid and drupal_user to recognize a computer when a user visits the website, track users as they navigate the website, and enable the use of a shopping cart on the website.
 5. We use multiple cookies starting with an underscore to analyze the use of the website.
7. Most browsers allow you to refuse to accept cookies; for example:
 1. in Internet Explorer (version 11) you can block cookies using the cookie handling override settings available by clicking "Tools", "Internet Options", "Privacy" and then "Advanced";
 2. in Firefox (version 39) you can block all cookies by clicking "Tools", "Options", "Privacy", selecting "Use custom settings for history" from the drop-down menu, and unticking "Accept cookies from sites"; and
 3. in Chrome (version 44), you can block all cookies by accessing the "Customize and control" menu, and clicking "Settings", "Show advanced settings" and "Content settings", and then selecting "Block sites from setting any data" under the "Cookies" heading.
8. Blocking all cookies will have a negative impact upon the usability of many websites.
9. If you block cookies, you will not be able to use all the features on our website.
10. You can delete cookies already stored on your computer; for example:
 1. in Internet Explorer (version 11), you must manually delete cookie files (you can find instructions for doing so at <http://windows.microsoft.com/en-gb/internet-explorer/delete-manage-cookies#ie=ie-11>);
 2. in Firefox (version 39), you can delete cookies by clicking "Tools", "Options" and "Privacy", then selecting "Use custom settings for history" from the drop-down menu, clicking "Show Cookies", and then clicking "Remove All Cookies"; and
 3. in Chrome (version 44), you can delete all cookies by accessing the "Customize and control" menu, and clicking "Settings", "Show advanced settings" and "Clear browsing data", and then selecting "Cookies and other site and plug-in data" before clicking "Clear browsing data".
11. Deleting cookies will have a negative impact on the usability of many websites.
12. Our details
 1. This website is owned and operated by LiteracyTA, Inc.
 2. We are a Delaware corporation, and our registered office is at 302 Washington St #150-2091, San Diego, CA 92103.
 3. Our principal place of business is at 302 Washington St #150-2091, San Diego, CA 92103.
 4. You can contact us by writing to the business address given above, by using our website contact form, by email to support@literacyta.com or by telephone on 619-796-5541.

Visitor Options

If you have subscribed to one of our services, you may unsubscribe by following the instructions which are included in e-mail that you receive.

Portions of the preceding Privacy Policy were produced and published by SEQ Legal LLP, and are used with permission pursuant to the terms and conditions provided by [SEQ Legal, LLP](#).

Privacy Policy

Date 26/06/2018 We, simpleshow GmbH, are delighted to welcome you to our website, respectively other provided services, applications, or platforms (such as the simpleshow video maker app available in Microsoft Teams). We take the protection of your data very seriously at all times. Here, we will explain to you which data we store for what purposes, how we use it and how we protect it. Essentially, our handling of your personal data (such as your name, address or email address) is always in compliance with the applicable data protection regulations, and particularly with the General Data Protection Regulation. When do we process your personal data? As soon as you wish to take advantage of particular services offered by our business via our website or other provided services, applications, or platforms, the processing of your personal data may become necessary. We process your data on the basis of statutory obligations and/or in order to implement a contract we have concluded with you. Otherwise, the following applies: If we collect your personal data, this takes place on a voluntary basis; you decide which data you want to release. We will store your data for as long as you are making use of our relevant service. It is then deleted. We, of course, treat your personal data confidentially and generally do not forward it to third parties. In addition, you can demand information about your data at any time. You can find out more about this in the "User rights" section. As the process controller, simpleshow GmbH has implemented numerous technical and organisational measures. As a result, we can ensure as comprehensive as possible a protection of your personal data processed via this website or other provided services, applications, or platforms. Nobody, however, can guarantee complete protection, as internet-based data transfers essentially have at least some security gaps.

1. Name and address of the process controller

The controller in the sense of the General Data Protection Regulation, other data protection laws applicable in the European Union's Member States and other provisions related to data protection is simpleshow GmbH. **Address:** Am Karlsbad 16, 10785 Berlin, Germany **Managing Directors:** Dr. Sandra Böhrs (Chair), Susanne Ilemann, Oliver Gadow **Contact:** info [a] simpleshow.com and fax +49 30 609 81 200

2. Cookies

We use cookies on our website or on other provided services, applications, or platforms. These are small text files placed and stored on your computer system via an internet browser. Using a cookie, we can optimise the information and offers on our website or on other provided services, applications, or platforms for you. In particular, cookies allow us to recognise visitors returning to our website or to other provided services, applications, or platforms. We can therefore find out how to better design the way you use our website or other provided services, applications, or platforms. Some of these cookies remain stored on your end device until you delete them. Below, you can find out how to prevent cookies. You can permanently prohibit the setting of cookies by our website at any time via a corresponding setting in your internet browser. You can delete cookies that have already been set via your internet browser or other software programs. You can find these settings in all commonly-used internet browsers. However, be aware that deactivating cookies may lead to you not being able to use all of the functions of our website under certain circumstances. If you want to find out more about cookie settings in your browser, please follow these (external) links:

"Wikipedia.org" on Cookies (https://en.wikipedia.org/wiki/HTTP_cookie)

Firefox – Managing and Deleting Cookies (<https://support.mozilla.org/en-US/kb/delete-cookies-remove-info-websites-stored>)

Firefox – Clearing the Cache (<https://support.mozilla.org/en-US/kb/how-clear-firefox-cache>)

(<https://videomaker.simpleshow.com>) (<https://support.google.com/chrome/answer/95647>)

Chrome – Clear Browsing Data (<https://support.google.com/chrome/answer/2392709>)

Safari – Web Settings (<https://support.apple.com/kb/PH21411>)

Internet Explorer – Deleting and Managing Cookies (<https://support.microsoft.com/en-gb/help/17442>)

[Sign up](#)[Login](#)

3. Collection of general data and information (log data)

When accessing our website or other provided services, applications, or platforms, your browser sends a range of technical data that we log. These general data and information are saved in log files on our website's server. What information does this relate to? Your IP address, browser identification and domain, the name of the called-up file, the date and time of the call-up, the amount of data transferred as well as the information as to whether the call-up of the file was successful are recorded. The log files relate to anonymised information that we automatically collect when you access our website or other provided services, applications, or platforms. This information does not enable us to trace it back to you, but, due to technical reasons, it is indispensable for the delivery and presentation of our content. In addition, we register your access information for data protection reasons: We can thereby maintain the stability and operational security of our systems and protect them against unauthorised attacks. Finally, we process this technical data for our internal statistics in order to constantly optimise our website's content. In summary, the log data solely serve internal purposes and are never forwarded to third parties.

4. Registration on our website

You have the option of registering on our website as well as on other provided services, applications, or platforms through the provision of personal data. The personal data transferred to us comes from the respective input screen we use for registration. We solely save and use the personal data you input there internally and for our own purposes. If required, we permit this data to be forwarded to a (or several) order processor(s). This party will also solely use your personal data internally on our behalf.

5. Subscription to our newsletter

In our newsletter, we inform you about new offers at regular intervals. You can subscribe to this newsletter on our website or on other provided services, applications, or platforms. The personal data you transfer to us upon ordering this subscription comes from the input screen used. You can essentially only receive our newsletter if (1) you have a valid email address and (2) you sign up to the newsletter mailing list. For legal reasons, a confirmation email is sent to the email address you provide as part of the double opt-in process. This process allows us to check if the owner of the email address has actually authorised the newsletter's receipt. We solely use the personal data that we collect upon your sign-up to the newsletter for sending the newsletter. Furthermore, we will inform you via email if this is required for the newsletter service or if you are required to grant your consent again. This could be the case, for example, if there is a change to our newsletter offer or in the technical circumstances. Within the context of the newsletter service, we again forward no personal data collected to third parties. You can terminate the subscription at any time. You may also revoke your consent to the storage of the personal data that you have shared with us for the newsletter mailing list at any time. You will find a relevant link to do so in every newsletter. In addition to this, you have the option of unsubscribing from the newsletter mailing list directly on the website or on other provided services, applications, or platforms at any time under "Account Settings", or you do so via other methods, for example, by phone.

6. Newsletter tracking

Our newsletter contains so-called tracking pixels. A tracking pixel is a miniature graphic embedded in emails in HTML format. With the help of these tracking pixels, we can record a log file which facilitates analysis. Using the embedded tracking pixel, we can know if and when you opened an email and which of the links in the email you called up. This allows us to statistically evaluate the success or failure of online marketing campaigns, for example. We store and evaluate the personal data collected in this manner to optimise the

(<https://videomaker.simpleshow.com>) just the contents to your interests in the future. We do not forward this personal data to third parties. You are entitled, at any time, to revoke the specific declaration of consent you have provided for the double opt-in process. Following revocation, we will delete all of your personal data that we have stored as part of our newsletter service. We automatically consider your choice to unsubscribe from the newsletter as revocation.

[Sign up](#)[Login](#)

7. Contact options via the website

Due to statutory requirements, our website and other provided services, applications, or platforms contain information that enables you to get in touch with our company and establish direct communication with us quickly and electronically. Should you get in touch with us via email or a contact form, the personal data you provide, such as your email address, is automatically saved. We save personal data such as this, provided on a voluntary basis, for the purpose of processing or establishing contact. This personal data is not forwarded to third parties.

8. Routine deletion and blocking of personal data

We only process and save your personal data for the period actually required for the purpose. We also delete your data as soon as this is required by the European regulators or another law-giver in laws or regulations to which we are subject. Should the purpose of the storage cease to apply or any storage time set by law expire, we routinely delete or block the personal data in accordance with statutory requirements.

9. User rights

You have the right, upon request, to receive free-of-charge information about the personal data pertaining to you that we have stored. In addition, in accordance with statutory provisions, you have the right to correction, blocking, deletion, restriction of processing, data transferability and revocation of consent granted in relation to data protection with effect for the future. Furthermore, you have the right to raise an objection against the processing of your personal data at any time. To do so, please contact our Data Protection Officer at [privacy \[at\] simpleshow.com](mailto:privacy[@]simpleshow.com). To be able to take a block on data into account and check it at any time, we archive the data in a locked file. If there is no statutory archiving obligation, you can demand deletion instead of blocking. If you do not state otherwise, we generally block the data. In addition, you have the right to complain to the competent supervisory authorities.

10. Content and services from third-party providers

In certain places, our website also contains content, services and performances from other providers, which expand our offer. Examples for such offers include fonts from Google Fonts, YouTube videos or third-party graphics. If you call up these third-party services, you automatically transfer your IP address, which may also be stored there. We only use third-party providers that, to our knowledge, comply with GDPR and use your IP address solely to deliver the content. We do not, however, have any influence on whether or not a third-party provider also stores your IP address, for example, for its own statistical purposes. Should we find out about unauthorised storage processes carried out by third-party providers, we will inform you of this.

11. Links to other websites

The online offer contains links to other websites (so-called external links). We have no influence on the compliance of the operators of other websites with data protection regulations. Please note that by clicking on a link to another website you are then subject to different data protection regulations. We have no influence on the data processing on other sites.

12. Data protection regulations for the use and application of Google AdSense

We integrate advertisements from Google AdSense into our website. The provider is Google Inc., 1600 Amphitheatre Mountain View, CA 94043, USA. Google AdSense is a remarketing function from Google Inc. It facilitates the offering of targeted, interest-related advertisements to visitors to our web pages. To do so, Google AdSense places cookies. These cookies collect information in order to recognise you as a visitor. For example, the cookies identify your IP address. Furthermore, Google AdSense uses web beacons. These are invisible graphics with which we can analyse the user flow on our website. Google transfers all of the information mentioned to its servers in the USA. In this context, Google negates the storage of personal data and the merging of IP addresses with other Google services. Google Inc. is not, however, prevented from forwarding this information to third parties. You have the option of preventing this by prohibiting the setting of cookies using the relevant setting in your browser.

Sign up

Login

13. Data protection regulations for the use and application of Google Analytics

This website uses functions of the Google Analytics web analysis service. The provider is Google Inc., 1600 Amphitheatre Parkway Mountain View, CA 94043, USA. Google Analytics also uses cookies. These are stored on your computer and enable us to analyse the use of our website. The usage information gathered by the cookie is transferred to a Google server (generally in the USA) and stored there. As we have activated IP anonymisation on our website, your IP address is first shortened by Google. Google carries out this anonymisation process within the European Union Member States or in other contracting states to the Agreement on the European Economic Area. Only in exceptional cases does Google transfer the complete IP address to a server in the USA and shortens it there. Google uses this information on our behalf to evaluate your use of the website. Google can thus, for example, compile reports about the activities on our website and provide further services connected with an analysis of website and internet usage. Google does not combine the IP address you provide via Google Analytics with other Google data. You can, of course, prevent cookies being stored via a relevant setting in your browser. We would like to make you aware of the fact, however, that in this case you may not be able to use all the functions of this website to their full extent. In addition, you can prevent Google recording and processing the usage data (including your IP address) collected by the cookie. To do so, click on the following link. With this setting you can set an "opt-out cookie" which prevents the collection of your data on further visits to our website: <https://tools.google.com/dlpage/gaoptout> (<https://tools.google.com/dlpage/gaoptout>)

14. Data protection regulations for the use and application of Google AdWords

This website uses the Google AdWords online advertising program and, in the context of this, conversion tracking. As part of this tracking, Google AdWords places a cookie on your computer if you have accessed our website via a Google ad. These cookies expire after 30 days and do not enable personal identification. Every Google AdWords customer receives a different cookie. Cookies can therefore not be traced back via the websites of AdWords customers. What do we want to use this tracking for? While the conversion cookie is active, we and Google can see that you have clicked on the advertisement and been forwarded to our website as a result. Google AdWords can then generate statistics for us using the information received via conversion cookies. We find out the total number of users who clicked on our ad and were led to a page provided with a conversion tracking tag. We do not, however, receive any information here which would allow the users to be personally identified. If you do not want to participate in this tracking process, you can simply deactivate the Google conversion tracking cookie under "User Settings" in your internet browser. You will then not be included in the conversion tracking statistics. You can find out more here: <http://www.google.com/policies/privacy/> (<http://www.google.com/policies/privacy/>)

15. Social Plugins

We are represented on different social media platforms (e.g. Facebook, Twitter, LinkedIn) with selected internet offers. In order to integrate these offers into our website, we use, in part, so-called social plug-ins. These create a direct connection to the social network servers via your browser and transfer data to the operators when loading and displaying content. To make the connection to

(<https://videomaker.simpleshow.com>) and safe for you, we have turned this social plug-in function off as standard. A connection will only be established with the servers of the respective social media platforms if you activate the display of social

Sign up

ent Login

16. Facebook

We have integrated components from the Facebook company into our website. Facebook enables users of the social network to, among other things, create private profiles, upload photos and network via friend requests. The operating company for Facebook is Facebook, Inc., 1 Hacker Way, Menlo Park, CA 94025, USA. The responsible party for the processing of personal data if a data subject lives outside the USA or Canada is Facebook Ireland Ltd., 4 Grand Canal Square, Grand Canal Harbour, Dublin 2, Ireland. If you activate the Facebook plug-in, your internet browser will download the relevant Facebook content. You can access a complete overview of all Facebook plug-ins at <https://developers.facebook.com/docs/plugins/> (<https://developers.facebook.com/docs/plugins/>). As part of this technical procedure, Facebook receives information about which specific sub-page of our website you visit. If you are simultaneously logged into Facebook, Facebook will know upon each call-up of our website, and for the entire duration of your respective stay, which specific sub-pages of our website you visit. Facebook can then assign this information to your Facebook account. If you activate one of the Facebook buttons integrated into our website, for example, the "Like" button, or if you leave a comment, Facebook assigns this information to your Facebook user account and stores this personal data. If you do not want such a transfer of your data, you can, of course, prevent it. It is sufficient to simply leave the Facebook plug-in on our website deactivated. Alternatively, you can also log out of your Facebook account before calling up our website. The data policy published by Facebook, which can be viewed at <https://www.facebook.com/about/privacy/> (<https://www.facebook.com/about/privacy/>), provides information about the collection, processing and use of personal data by Facebook. Furthermore, information on which setting options Facebook offers for the protection of the data subject's privacy is also provided there.

17. YouTube

We have integrated components from YouTube into our website. YouTube is an internet video portal that allows its users to upload, view, rate and comment on video clips free of charge. YouTube permits the publication of all types of videos, with both complete films and television shows, but also music videos, trailers or user-produced videos being possible to view via the internet portal. The operating company of YouTube is YouTube, LLC, 901 Cherry Ave., San Bruno, CA 94066, USA. YouTube, LLC is a subsidiary of Google Inc., 1600 Amphitheatre Pkwy, Mountain View, CA 94043-1351, USA. By activating a YouTube component, through, for example, viewing a YouTube video, you prompt your internet browser to download content from YouTube. You can find further information about YouTube at <https://www.youtube.com/yt/about/> (<https://www.youtube.com/yt/about/>). As part of this technical procedure, YouTube and Google receive information about which specific sub-page of our website you visit. If you are simultaneously logged into YouTube, YouTube and Google collect this information and assign it to your YouTube account. The privacy policies published by YouTube, which you can view at <https://www.google.com/policies/privacy/> (<https://www.google.com/policies/privacy/>), provide information about the collection, processing and use of personal data by YouTube and Google.

18. Vimeo

For video uploads, we use, among others, the provider Vimeo. Vimeo is operated by Vimeo, LLC with headquarters at 555 West 18th Street, New York, New York 10011, USA. On some pages in our website, we use plug-ins from the provider Vimeo. If you activate one of these plug-ins, a connection is established with the Vimeo servers. This transfers to the Vimeo server the information regarding which of our website's pages you have visited. If you are simultaneously logged in as a Vimeo member, Vimeo assigns this information to your personal user account. If you use the plug-in, through, for example, clicking on the video's play button, this information is also assigned to your user account. You can prevent this assignment by logging out of your Vimeo user account before using our website and deleting the relevant cookies from Vimeo. You can find Vimeo's privacy policy at the following link: <https://vimeo.com/privacy> (<https://vimeo.com/privacy>) Here you can learn more about the purpose and scope of the data collection, processing and use of your data as well as your rights and setting options for the protection of your privacy when using Vimeo.

(https://videomaker.simpleshow.com)

In addition, on our website, we use integrated content (videos) from the company Wistia Inc., 17 Tudor Street, C
Massachusetts 02139, USA. If you call up a web page with any such content, a connection is established with the Wistia servers in
order to display the relevant content on our page. This transfers to the Wistia server the information regarding which of our website's
pages you have visited. If you are simultaneously logged in as a Wistia member, Wistia assigns this information to your respective
personal user account for this platform. You can prevent any such assignment by logging out of your user account before visiting our
website.

20. Payment data

We forward your payment data to the commissioned credit institution within the context of payment processing. Payments via credit
card, Sofort and PayPal are handled by BS PAYONE GmbH, Lyoner Straße 9, D-60528 Frankfurt/Main, which is certified as per the
Payment Card Industry Data Security Standard (PCI DSS). Your credit card data is directly collected and processed by BS PAYONE and
is not stored by us. You can access the privacy policy of BS PAYONE GmbH via the following link:
<https://www.payone.com/datenschutz/> (<https://www.payone.com/datenschutz/>).

21. Customer management and customer service

We use the following companies to manage our customers and their queries. In this context, we forward your fore- and surnames,
your email address and, if necessary, your IP address to these third-party providers. [salesforce.com Germany GmbH](https://www.salesforce.com/company/privacy/), Erika-Mann-Str.
31, 80636 Munich, GERMANY. You can find information about the privacy policy of [salesforce.com Germany GmbH](https://www.salesforce.com/company/privacy/) at
<https://www.salesforce.com/company/privacy/> (<https://www.salesforce.com/company/privacy/>). [INTERCOM, INC.](https://www.intercom.com/terms-and-policies) 98 Battery Street,
Suite 402, San Francisco, CA 94111, USA. You can find information about the privacy policy of [Intercom.io Inc.](https://www.intercom.com/terms-and-policies) at
<https://www.intercom.com/terms-and-policies> (<https://www.intercom.com/terms-and-policies>).

22. Legal basis for processing

Art. 6 (1) lit. a GDPR serves our company as the legal basis for processing procedures for which we receive consent for a specific
processing purpose. If the processing of personal data is required for the fulfilment of a contract to which the data subject is a
contractual party, the processing is based on Art. 6 (1) lit. b GDPR. The same applies to processing procedures required for the
implementation of pre-contractual measures, such as in the case of an inquiry about our services. If our company is subject to a legal
obligation requiring the processing of personal data (for example, the fulfilment of tax obligations), the processing of personal data is
based on Art. 6 (1) lit. c GDPR. Finally, processing procedures may be based on Art. 6 (1) lit. f GDPR. It is on this legal basis that we base
processing procedures required for the safeguarding of our own legitimate interest or that of a third party. This only applies, of
course, insofar as your basic rights, basic freedoms and interests are not predominant. If the processing of personal data is based on
Art. 6 (1) lit. f GDPR, our legitimate interest is that in conducting our business.

KET ONLINE PRIVACY POLICY

KET respects your privacy. We are committed to protecting the private information of visitors to our KET.org website and to any direct KET affiliate websites, such as ketfastforward.org (collectively, the "Site"). BY USING OR VISITING THE SITE OR ANY KET PRODUCT, SOFTWARE, DATA FEED, OR SERVICE PROVIDED TO YOU ON, FROM OR THROUGH THE SITE (COLLECTIVELY, THE "SERVICES"), YOU SPECIFICALLY AGREE TO ABIDE BY THIS PRIVACY POLICY AND THE TERMS OF USE AND ANY MODIFICATIONS THERETO.

IF YOU DO NOT AGREE TO THIS PRIVACY POLICY OR THE TERMS OF USE, PLEASE DO NOT USE THIS SITE OR THE SERVICES.

1. Overview

A. What the Policy Covers

This Policy describes the types of information that we may collect or you may provide when you are on the Site. This Policy will also describe KET's protocol for collecting, using, maintaining, protecting, and disclosing that information. This Policy applies only to information KET collects in connection with the Site.

B. What isn't covered by the Policy

Please note that the Site may contain links to sponsor organizations and affiliated entities. We are not responsible for the privacy practices of those websites. Other websites and third parties have their own privacy policies and we encourage you to read them if you have left the Site and have entered another website. This Policy also DOES NOT apply to information that KET collects from any other source or that you may provide to or is collected by any third party.

2. Gathering and Use of Information

A. Overview

1. *We do not collect any personally identifiable information from you other than what you supply voluntarily.*
2. *Some site activities may require registration or ask you to submit some personally identifiable information, including but not limited to your name, address, e-mail address, phone number, payment information, last four digits of your social security number, or birthdate. In each case, we will ask ONLY for the necessary information. Examples of such activities include:*
 - a. *educational services, such as KET FastForward, Online Campus distance learning Programs, and Professional Development;*
 - b. *donating to KET;*
 - c. *commenting on videos, articles, or other content;*
 - d. *subscribing to e-mail newsletters or requesting program reminder e-mails.*

B. No Sale or Trade of Information about Users or Donors

WE NEVER SELL OR TRADE INFORMATION ABOUT OUR USERS OR DONORS. The only outside parties with whom your information is shared are those hired by or partnering with KET to complete a transaction in which you have chosen to participate, such as taking an educational course, making a donation, or requesting an email newsletter or reminder. These vendors are contractually obligated to keep your information completely confidential.

C. When Disclosure of Personal Information is Necessary or Appropriate

KET, and third parties with whom we partner, may disclose information about you or your use of our Site when we deem it necessary or appropriate:

1. *to comply with the law or a legal process, or when we have received a valid administrative request from a law enforcement agency, or in connection with any legal proceedings or prospective legal proceedings;*
2. *to respond to claims;*
3. *to ensure the integrity and operation of our business and systems;*
4. *to establish, exercise or defend our legal rights (including providing information to others for the purposes of fraud prevention and reducing credit risk); or*
5. *to protect the rights, property, systems, or safety of KET or others.*

Such disclosure may include personally identifiable information.

D. Third Party Service Providers

In certain cases, we contract with other companies to provide services on our behalf. These service providers may maintain customer databases which may hold personally identifiable information, as described in paragraph 2.A.2 of this Policy, of such site users as:

1. *Site visitors who have provided personally identifiable information to KET by registering at our Site or signing up for a newsletter or listserv;*
2. *audience members who e-mail questions about membership or programs;*
3. *donors who submit online contributions; or*
4. *online buyers who make a purchase.*

We, or our service providers, will use this personally identifiable information to respond to the general purposes for which the information was collected, to provide services and to operate the Site, which might include responding to inquiries; processing credit card payments; managing billing, shipping, e-mail distribution, list processing and analysis, and promotions; sending information about KET programs, Site, services, membership; or corresponding about a purchase or product offer. For example, a third party fulfillment agent may be used to manage orders, credit card processing, order fulfillment and shipping, and related tasks.

Our service providers have access to your personally identifiable information as necessary to provide certain services on our behalf. They are required to maintain the privacy of all such information in their possession or control and can only use the information on our behalf for the purpose for which we have contracted with them, such as processing your order or sending you an e-mail. They are not authorized to use your information for any other purpose.

Similarly, personally identifiable information provided in connection with a donation intended for a program, series or KET, or for purposes of ordering products, subscriptions or other services offered by KET, will be shared by KET with third parties who perform services to process the donation or the applicable order. Also, upon receiving your donation or order, KET may share your personally identifiable information with a third party service provider for processing, as well as for market research and outreach purposes.

E. Information you disclose on the Site

On certain pages, we offer visitors the opportunity to provide comments or other user-generated content. Any information that you disclose when posting a message to these areas, along with the screen name or ID used, becomes public. In addition, the information that you disclose in these areas may be used by us for promotional and marketing purposes. We are not responsible for any personally identifiable information that you choose to disclose in these public areas.

F. Using your personal data

Personal data submitted on this Site will be used for the purposes specified in this Policy or in relevant parts of the Site. In addition to the uses identified elsewhere in this Policy, we may use your personal information to:

1. *improve your browsing experience by personalizing the Site;*
2. *send you information (other than marketing communications) that we think may be of interest to you by regular mail or by e-mail or similar technology;*
3. *send you marketing communications relating to our business or the businesses of carefully-selected third parties which we think may be of interest to you by regular mail, e-mail or similar technology; and*
4. *provide other companies with statistical information about our users – but this information will not be used to identify any individual user.*

3. Your Privacy Rights

Limited "Opt Out". KET, and third parties with whom we partner, may occasionally use some personally identifiable information about you for our own internal promotion, marketing, and fund-raising purposes. You may, for instance, be invited to subscribe to a newsletter related to your already expressed interests or reminded that a contribution is due for renewal. We will typically explain the extent of use at the time you are asked to provide personal information. If you do not want this information to be collected or used by us for these purposes, you can simply "opt out." Under certain circumstances, opting out may prevent your participation in activities for which personal information is needed, such as registering for contests or drawings.

We offer several e-mail newsletters. If you no longer wish to receive a specific newsletter, you may opt out by following the "unsubscribe" instructions located near the bottom of each newsletter.

We reserve the right to send you e-mail relating to your account status. This includes order confirmations, renewal/expiration notices, notices of credit card problems, and other transactional e-mails and notifications about major changes to our Site. If you have registered for online discussions or other services, you may receive e-mail specific to your participation in those activities.

"Opt In" for KET PASSPORT. If you register for KET PASSPORT, a video on demand service, you will supply your name and e-mail address to KET and that information will be shared with our public broadcasting partner, PBS. PBS or a third party service provider may have access to your name, e-mail address, membership expiration date, member identification number, and membership start date. PBS or a third party service provider will generate information for KET including but not limited to what programs you are watching online, how frequently you watch and what device you are using. PBS and KET may use that data for targeted messaging, as well as other opportunities to improve your viewing experience. To register for KET PASSPORT you will be required to click "Continue" which will constitute your agreement to this Privacy Policy and the Terms of Use. You may withdraw from KET PASSPORT by sending an e-mail to membership@KET.org or calling 1-800-866-0366. **If you do not want KET or a third party service provider to have access to, use or share the types of data described in this paragraph, do not register for KET PASSPORT.**

4. Tracking and Use of Cookies and Similar Technologies

Like most websites, our Site and Services may incorporate technology such as "cookies," "pixel tags," and "Web beacons" that allow us to track the actions of users of our Services. Cookies, pixel tags, and Web beacons collect non-personal data.

Cookies. A cookie is a small text file sent by a Web server to a Web browser, and stored by the browser. The text file is then sent back to the server each time the browser requests a page from the server. This enables the Web server to identify and track the Web browser. A cookie may be stored on your computer's hard drive. You may be able to set your Web browser to reject cookies entirely or require that it request permission from you before accepting each new cookie. You can also delete cookies from your hard drive once you leave a website.

We, and third party service providers, use anonymous cookies to record non-personal data such as Site and Service activity, date and time of visit, domain type, IP address and demographic information (zip codes for example). All data is anonymous and cannot be used to identify the visitor. The information obtained from the cookie may be used in the administration of the Site, tailoring the Site to the interests and locations of the users, measuring traffic within the Site, improving the Site's usability and for marketing purposes. We may also use that information to recognize your computer when you visit our Site, and to personalize our Site for you. KET may also use the content from cookies to deliver relevant local resources, remember browser preferences, and improve our visitors' experiences on the Site. KET does not sell information collected by cookies.

We work with advertising partners relating to advertisements on the Services. One of the services we use to track activity related to the Services, e.g., by placing cookies, is Google Analytics by Google (Google, Inc. a company headquartered at 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA). We may use vendors, including Google, who use first-party cookies (such as the Google Analytics cookie) and third-party cookies (such as the DoubleClick cookie) together to inform, optimize, and serve ads based on your past visits to our websites, including Google Analytics for Display Advertising. Google provides tools to manage the collection and use of certain information by Google Analytics at tools.google.com/dlpage/gaoptout and by Google Analytics for Display Advertising or the Google Display Network by using Google's Ads Settings at <http://www.google.com/settings/ads>.

Similar Technologies. We, and third party service providers, also use pixel tags and web beacons which are tracking devices on websites or in e-mails that can monitor the behavior of the user visiting the website or receiving the e-mail. There is no accepted standard on how to respond to Do Not Track signals, and we do not respond to such signals.

KET may utilize user-behavior information and other non-personally identifiable information, such as IP addresses or demographics like zip codes, to tailor our Site to the interests/locations of our users and to measure traffic within the Site. Non-personal data will also be collected, and shared with third party service providers to provide relevant advertisements through retargeting. Retargeting recognizes that the internet browser has visited the website. All data is anonymous and cannot be used to identify the visitor.

There is no ability to "opt out" from retargeting or being tracked on this Site. If you do not want this type of data to be collected on you, do not use the Site or the Services.

5. Security of Your Personal Data

We will take reasonable precautions to prevent the unauthorized access or disclosure of your personal information. No security or encryption method can be guaranteed to protect information from a hacker or from human error.

We will store all of the personal information you provide on our secure servers. Third party service providers may also store your login or password for any third party applications. You are responsible for keeping your passwords confidential. We will not ask you for your passwords.

6. Our Policy regarding Children

The Site is a general audience Site and does not knowingly collect or solicit personally identifiable information from children under the age of 13 or knowingly allow such persons to register on the Site. If you are under 13, please do not attempt to register or send any information about yourself to us, including your name, address, telephone number, or e-mail address. No one under the age of 13 may provide any personal information to us. If you become aware that a child has provided us with personal information without parental consent, please contact feedback@ket.org. If we become aware that a child under 13 has provided us with personal information without parental consent, we take steps to remove such information and terminate the child's account.

We endeavor to obtain a parent or legal guardian's consent before collecting, using, or disclosing personal information from children. Parents or legal guardians may contact us to ask if we have collected their child's personal account information, to review that information, if any, to request that KET stop collecting this information and/or to have the information deleted. Such requests are subject to KET verifying to our satisfaction that the requester is in fact the child's parent or legal guardian.

7. Accessing or Correcting your Personal Information

You can always correct or update your personally identifiable information. You can review and change your name, e-mail address, and communication preferences by clicking on "MANAGE MY COMMUNICATIONS" near the bottom of each newsletter. To change other data, please contact feedback@ket.org.

KET may be required to maintain certain records and may be prohibited from expunging certain data from its system.

8. Acceptance of KET's Privacy Policy and Terms of Use; Changes to KET Privacy Policy and Terms of Use

By using this Site, you signify your agreement to the terms and conditions of this KET Privacy Policy and [the Terms of Use](#).

IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, PLEASE DO NOT USE THE SITE.

We reserve the right, at our sole discretion, to change, modify, add to, or remove portions of this Policy at any time. Please check this page periodically for any changes. Your continued use of the Site following the posting of any changes to these terms shall mean that you have accepted those changes. If you have any questions or concerns, please e-mail us at feedback@ket.org.

9. Notice to California Residents

California Business & Professions Code Section 22575 (b) provides that California residents are entitled to know how KET responds to "Do Not Track" browser settings. KET does not currently take action to respond to Do Not Track signals because a uniform technological standard has not been created. KET continues to monitor technological standards.

If you are a California resident you are entitled to receive, once a year, information identifying the categories of Personal Information we share with our affiliates and/or third parties for marketing purposes and the contact information for such affiliates and/or third parties (under California Civil Code Sections 1798.83-1798.84). If you are a California resident and would like a copy of this information, please submit a written request to feedback@ket.org. Please include your name and email address in your request.

Revised July 27, 2017



600 Cooper Drive, Lexington, KY 40502
859.258.7000 • 800.432.0951





Trimble Privacy Center

The Trimble Privacy Center may be revised and modified at some time in the future. Please check back periodically to keep informed of updates.

[Commitment](#)[Privacy Notice](#)[Additional
Materials](#)[Contact Us](#)

Last updated: May 26, 2020

We would like to inform you of our privacy practices on the collection, use, sharing and processing of personal information by Trimble Inc. and its affiliates ("Trimble" "we," "our" or "us") in connection with your use of Trimble websites and apps and social media pages linking to this Privacy Notice (the "Privacy Notice"), your interactions with Trimble staff in meetings and Trimble events, as well as other offline sales and marketing activities.

Contents

Summary

Full Notice

- I. How and to whom does this Notice Apply?
- II. What information about You does Trimble Process?
- III. For what Purposes do we use this information?
- IV. On what basis does Trimble collect and process this information?
- V. Data Transfers
- VI. Data Retention, Storage and Security
- VII. What Rights and Choices do I have for my personal information? May I close my account with Trimble?
- VIII. Will this Privacy Notice change?
- IX. Who can I contact with questions or concerns?
- X. Certain Disclosures and Rights under US Laws and under the California Consumer Privacy Act of 2018

Summary of Trimble Privacy Notice

This Privacy Notice summarizes our detailed Full Notice (further below) which describes our practices with respect to the processing of your personal data in connection with Trimble websites, our business processes and applications.

I. How and to whom does this Notice Apply?

By clicking "Accept All Cookies", you agree to the storing of cookies on your device to enhance site navigation, analyze site usage, and assist in our marketing efforts.

[Cookies Settings](#)[Accept All Cookies](#)

We process the following personal data as data controller, which we collect during website visits, marketing interactions, app use and in the course of agreements with you or your employer: your name, name of the company you work for, email address, other identifiable data, payment information, IP address, behavioral data and information about you received by use of placing cookies and tracking pixels. For more details, see the Full Notice.

III. Processing purposes

We process your personal data for the following purposes: performance of agreements with you or your employer, administration of apps and website, monitoring website, app and email campaign performance, security and fraud prevention, online advertisement, analysis of behavior, community site usage and engagement, use in marketing, and profiling. For more details, see the Full Notice Full Notice.

IV. Legal justifications for the processing of your personal data

To the extent applicable to you, EU privacy law requires any processing of personal data to have a legal justification. We generally rely on the following legal justifications: (i) you consented to the processing; (ii) the performance of an agreement with you; (iii) compliance with a legal obligation; and (iv) pursuing our legitimate interests not overriding your interests and rights and freedoms. For more details on the purposes or processing and corresponding legal justifications see the Full Notice below Full Notice.

V. Data transfers and Recipients

We may transfer your personal data to our group companies and third parties (e.g., business partners, resellers), acquiring or acquired entities, service providers, and, in accordance with applicable law, governmental authorities, courts, external advisors, and similar third parties. Some data transfers may cross national borders. For more details, see the Full Notice Full Notice.

VI. Storage Retention periods and deletion

Your personal data will be deleted once it is no longer needed for the purposes of the original processing or as required by applicable law. For more details, see the Full Notice Full Notice.

VII. Your Choices and Rights

You have a number of rights with regards to your personal data, subject to conditions of applicable law, e.g., the right to get access to your data, to have it corrected, erased or handed over. Please refer any questions to the Trimble Office of Data Protection. For more details, see the Full Notice Full Notice.

VIII. Changes of this Privacy Notice

This Summary and Full Notice are subject to change.

XI. How to contact us

By clicking "Accept All Cookies", you agree to the storing of cookies on your device to enhance site navigation, analyze site usage, and assist in our marketing efforts.

Cookies Settings

Accept All Cookies

I. How and to whom does this Notice Apply?

Our Privacy Notice applies to all Trimble websites and to our web-based or mobile apps that reference this notice, either in the information provided with them or the contractual terms that govern your use of these apps. Some web-based apps may have a more specific privacy notice. Generally, Trimble Inc. and its affiliates are responsible for the processing of your personal information. However, some subsidiaries of Trimble may operate under their own privacy notices or a privacy notice which supplements this Trimble Privacy Notice.

This Privacy Notice applies to the processing of personal information submitted to us by, provided to us by, or otherwise collected by us from visitors and users of the various Trimble products, sites, services, attendees of Trimble events, customers and prospective customers and their representatives; subscribers to Trimble newsletters; and suppliers and business partners and their representatives. This Privacy Notice describes how we process personal data for our own purposes. We also process personal data on behalf of our customers subject to a written contract. We do not control the data processing or protection practices of our customers (who may be your employer, service provider to you or your business partner), which may differ from those set out in this Privacy Notice.

II. What information about You does Trimble Process?

A. General Description:

Trimble processes information that identifies you which is submitted to us, provided to us, or otherwise collected by us. This includes information such as:

- Your name and contact information (telephone number, email, address);
- Data relating to previous or ongoing business transactions, financial details and payment methods;
- Company data such as the name, size and location of the company for which you work;
- Unique identifiers such as customer numbers, employee ID, mobile device identifiers, or cookie ID on your browser;
- Demographic characteristics such as age, sex, education level, and occupation;
- Data from surveys and publicly available information, such as social media posts;
- IP address and information that may be derived from IP addresses or other device identifiers, such as geographic location;
- Location information for a Trimble product or a mobile device with an installed Trimble app;
- Visual and audio information, such as your picture and information about work products and comments you post on our information sharing sites;
- Information about a device you use, such as browser, device type, operating system, the presence or use of "apps", screen resolution, and the preferred language; and
- Data related to your use of and interaction with the sites, such as advertisements clicked or viewed, sites and content areas, date and time of activities or the web search used to locate and navigate to a site.

B. How Does Trimble Obtain Your Information

Information is collected directly from you through personal interactions, registrations for events or websites, or correspondence with us. Information is collected from your interactions with and use of our websites, apps, and products and services. We obtain

Cookies Settings

By clicking "Accept All Cookies", you agree to the storing of cookies on your device to enhance site navigation, analyze site usage, and assist in our marketing efforts.

Accept All Cookies

C. Some Processing Practices explained in Detail

Trimble ID

Trimble ID is our single sign on functionality. We process your contact details and login details such as user name and password. The purpose of this processing is to provide you access to our products and services to which you or your employer have purchased or subscribed.

Trimble Products, Software Services, Apps and Subscription Websites

Trimble offers various services to our customers. The data processed in the context of these services is processed generally on behalf of our customers (who may be your employer). When you use these services, Trimble will process the following data:

- Usage Details. When you access our websites or use our apps, we may automatically collect certain details of your access to and use of the websites and apps, including location data, logs, back-end information and server calls, communication data, and the resources that you access and use on or through the websites and apps. The purpose for processing this information is to manage, secure and improve our products and services.
- Device Information. Our servers may receive data from your browser or device when you visit one of our websites or use an app. That data can include your IP address (which may tell us generally where you are located), device ID, operating systems, pages viewed, time spent, the type of browser and device you used, as well as the referring website, and if applicable, the search terms that led you to our website.

We require some of this usage and device information to provide you and our customers with certain functionality of our products, software, services, websites and apps. If you do not want us to collect or process this usage and device information, do not use our products, software, services, access our websites, or download our app, or delete our app from your device if already downloaded.

Also, we use automated systems to analyze your use of our products, software, services, websites and apps using techniques such as machine learning in order to improve our products, software, services, apps and websites. This analysis may occur as the content is sent or received using an online feature of a Trimble app or website, or when the content is stored on Trimble servers.

Trimble app activation and automatic updates

When you are registered to use a Trimble product (software or hardware) for which we provide updates to you, we may process information about your Trimble product and any product on which you may have it installed (including your IP address), and your product serial number. Some of our apps connect to our servers and offer you the ability to install updates to the app, either in the background or upon your confirmation. We may keep track of information such as whether an update was successful or not. We may also use information collected through activation or app updates to validate that you hold a valid license to our product and confirm that it is genuine and properly licensed.

Trimble Emails and Marketing Automation

Trimble uses marketing automation platforms for sending emails. These platforms and other email clients track behavior related to those emails, including whether you have received or opened the email, opened an attachment or clicked a link in the email, or forwarded the email. If you do not want us to collect this information from future Trimble marketing emails, you can opt out of receiving Trimble marketing emails using the "Manage Preferences" or "Unsubscribe" link on the bottom of the email you received (either option may apply).

Stored Information and Files

Trimble may use cookies, web beacons or other tracking mechanisms to collect information about how you have used our websites and apps, and our servers may collect similar information when you are logged in to the app or website. Depending on the website or app, we work to collect this information, depending on the website and the app, on an anonymous basis, or it may include references to you. We may also access metadata and other information associated with other files stored on your device. This may include, for example, cached image files.

By clicking "Accept All Cookies", you agree to the storing of cookies on your device to enhance site navigation, analyze site usage, and assist in our marketing efforts.

Cookies Settings

Accept All Cookies

Buttons, tools, and content from other companies

Sometimes our apps and websites link to other companies' services via buttons, tools, or other content. We collect information about your use of these features. In addition, when you see or interact with these buttons, tools, or content, or view a Trimble web page or app containing them, information from your browser may automatically be sent to the other company. We encourage you to read that company's privacy notice for more information about their privacy practices.

Trimble community pages

Trimble uses third party platforms for creating community sites for Trimble users, where, for example, 3D models can be shared. To become a member and receive access to a community site, you will be asked to set up a user account and to provide personal information as a part of a registration process.

Trimble social community

Trimble participates in social community sites and provides our information there (for example, our LinkedIn pages).

You may also be able to sign-in to a Trimble app or website using a social networking account, such as a Google account. When you use these sign-on features, we may collect information on you from the relevant social vendor for providing account access, including a unique identifier, email, first and last name.

Trimble places paid ads on social sites like LinkedIn or Facebook for engaging marketing thought leadership. Related content may also be offered. We require personal information as a part of webform submissions to provide access for downloading those materials.

Trimble for education

Trimble often offers a free version of some of its software to students as a part of a higher-education curriculum. In those instances, Trimble takes every precaution to protect the privacy of students with regards to personal data. At a minimum Trimble:

1. Confirms the student downloading software is 14 years of age or older;
2. Verifies all student data collected is used for the sole purpose of software registration and is not used for marketing purposes;
3. Uses third party education sites like G Suite for schools to protect the privacy of students (please refer to G Suite for their privacy policy with regards to students)

III. For what Purposes do we use this information?

Trimble uses the information we collect about you (including Usage Information) in a number of ways, such as:

- Providing you with our apps and websites for which you have registered or which you have purchased or licensed, as well as any products, software, services, support, or information you have requested, purchased or licensed from us;
- Performing our obligations to our clients which have purchased or licensed products, software and/or services used by you;
- To deliver you services, products, and support as necessary to perform the contract governing your use of our applications or to communicate with you;
- Improving our products, software, services, websites and apps and their user experience by analyzing their use to deliver a more personalized experience;
- Generating de-identified and/or anonymized information about you or other users, and information that does not identify any individual or device, which may be used by us, our affiliates, and others without restriction;
- Diagnosing problems in our products, software, services, apps and websites and notifying you of fixes;

By clicking "Accept All Cookies", you agree to the storing of cookies on your device to enhance site navigation, analyze site usage, and assist in our marketing efforts.

Cookies Settings

Accept All Cookies

- Communicating with you with regards to your business relationship with us, for example, when a contract is established or performed, or notifying you when subscriptions expire;
- Keeping you informed about our company, our product updates, new app releases, special offers, and similar information;
- Conducting market research about our customers, their interests, and the effectiveness of our marketing campaigns;
- Using your personal and behavioral data, to improve user experience of our products, software, services, websites and apps and to identify other persons that respond similarly;
- Implementing cybersecurity initiatives, including reducing fraud, software and IP piracy, and protecting the confidentiality of your information;
- As further described in supplemental privacy notices provided by us.
- Monitoring usage and interaction statistics of our products, software, services, websites or apps, and/or to perform data analytics in order to assess and enhance our products, software, services, websites and/or apps; and
- Monitoring and/or process automatic crash reporting or other technical issues.

IV. On what basis does Trimble collect and process this information?

For personal information collected about you in the EU, our basis for processing is the following:

- In order to communicate adequately with you and to respond to your requests, we need to process information about you and therefore have a legitimate interest in processing this information.
- In order to engage in transactions with customers, suppliers and business partners, and to process purchases and downloads of our products and services, we need to process information about you as necessary to enter into or perform a contract with you.
- We process personal information for marketing and sales activities based on your consent where so indicated on our sites at the time your personal information was collected, or further to our legitimate interest to market and promote our products and services.
- We rely on our legitimate interest to analyze, develop, improve and optimize our sites, products and services, and to maintain the security of our sites, networks and systems.
- In order to comply with applicable laws and regulations, such as to comply with a subpoena or other legal process, or to process an opt-out request.

V. Data Transfers

A. Data Access

Trimble relies on other companies for a variety of reasons. We work with third party service providers, such as specialist companies in the area of processing credit card payments, providing software solutions, providing hosting services, or supporting our business processes. Some of these third party providers have access to your personal information in order to provide services to you on our behalf, in order to help us manage or improve our products and services, and/or in order to provide you with a satisfactory user experience. Under our contracts with these service providers, they are not permitted to use your information for their own purposes (but may be permitted to use and disclose anonymized and de-identified information provided you are not identified as the source of the information).

By clicking "Accept All Cookies", you agree to the storing of cookies on your device to enhance site navigation, analyze site usage, and assist in our marketing efforts.

Cookies Settings

Accept All Cookies

- With our resellers or other authorized sales partners for the purpose of following up on your requests or marketing communications;
- In legal proceedings in which we are a party or a third party, in compliance with lawful requests;
- When we have a good faith belief that the disclosure is necessary to protect ourselves against fraud, for reasons of cyber defense, or otherwise protect the property and safety of Trimble, our affiliates, our customers and users;
- If a company buys us or merges with us or we sell a part of our business and transfer customer information as part of this business; and
- When you agree to the sharing.

B. Does Trimble transfer my personal information across national borders?

We may transfer your personal information across national borders to other countries in compliance with applicable laws.

If you reside within the European Economic Area your relationship is with Trimble Europe BV. When Trimble Europe BV transfers your personal information from the European Economic Area (EEA), the United Kingdom or Switzerland to a non-EEA country, we rely on Standard Contractual Clauses, and your consent.

We also receive some data in reliance on other compliance mechanisms, including data processing agreements based on the EU Standard Contractual Clauses.

If the content or data that you store on or through Trimble software, services, apps or websites contains the personal information of individuals from the EEA, you agree that you have the legal authority to transfer the personal information to Trimble, including the transfer to countries such as the United States where the privacy protections and rights of authorities to access personal data may not be equivalent to those in the EEA.

The information above applies to Trimble users that have agreed to the Trimble Privacy Notice. More information is available for our business customers that want to learn more about European data transfers.

C. Is my personal information displayed anywhere on Trimble's websites or applications?

There are places within Trimble's websites and apps that allow you to upload or otherwise share content, models, comments, and to communicate with others. Sometimes you can limit who can see your contributions, but some places can be seen by other users of the app or website. Before sharing, make sure you understand with whom you are sharing your information. Please note that when you post messages on certain user forums on our websites and apps, your email address, user name, or name may be included and displayed with your message.

To remove content you have shared on our websites and apps, please use the same app or website feature you used to share the content. If another user invites you to participate in shared viewing, editing, or commenting of content, you may be able to delete your contributions, but usually the user who invited you has full control. If you have questions or concerns about this, please contact the Trimble Office of Data Protection.

VI. Data Retention, Storage and Security

A. Retention periods

Your personal data will be retained as long as necessary to provide you with the services requested. When we no longer need to use your personal data to comply with contractual or statutory obligations, we will remove it from our systems and records and/or take steps to properly anonymize it so that you can no longer be identified from it, except as required under applicable legal or regulatory obligations, e.g. statutory retention periods which can result from tax requirements and other compliance requirements and usually contain retention periods up to 10 years, or if we need it to preserve evidence within the statutes of limitation, which is usually up to 7 years.

By clicking "Accept All Cookies", you agree to the storing of cookies on your device to enhance site navigation, analyze site usage, and assist in our marketing efforts.

Cookies Settings

Accept All Cookies

We restrict access to your personal information to our authorized employees, agents, and/or third party providers as necessary to fulfill our legal and business obligations and to provide you with our products, software, websites, services and apps.

The safety and security of your information also depends on you. Where we have given you (or where you have chosen) user log-in credentials (i.e. a user ID and password) for access to certain parts of our services or apps, you are responsible for keeping these user account credentials confidential. We ask you not to share your password with anyone. You are solely liable for the protection of user account credentials and for all use of your user account credentials.

Please note that we do not have any control over or responsibility for information or communications you share through our products, software, services, websites or apps, including for any third party websites accessed or linked through them.

C. Where does Trimble store my personal information?

Your personal information and files are stored on Trimble servers and the servers of our third party providers we hire to provide services to us. Your personal information may be transferred across national borders because we have servers located worldwide, and the companies we hire to help us run our business are located in different countries around the world.

VII. What Rights and Choices do I have for my personal information? May I close my account with Trimble?

We strive to provide you with choices regarding your personal information. This section describes mechanisms we provide for you to control certain uses and disclosures of your personal information.

A. Certain Statutory Rights

Under some laws that may be applicable to you, you have rights with regards to your personal information like the following, except as noted:

- The right to access – this means you can request that we provide you with a copy of the personal information Trimble holds about you;
- The right to correct – this means that you may ask us to correct any mistakes in that information, update your preferences, and/or to delete certain personal information.

NOTE: Many of our software, services, websites and apps allow you to edit your personal information by accessing "my account," "my profile," or a similar feature of the app or website. Likewise, you can delete files or photos you have stored in our websites and apps by logging in and using the deletion functions available. Please further note that in order to correct any information provided as part of your user profile from your company you will need to contact your company's system administrator.

- The right to opt out – this means you may manage your preferences with regards to any marketing communications you receive from Trimble, including your right to unsubscribe from receiving marketing communications at any time. This includes your right to request that we remove your email address from our marketing database or that we deactivate your Trimble ID account.

NOTE: While Trimble does not sell your information to unaffiliated third parties, in the event that Trimble elected to do so, you would have the right to ask us not to sell your information by contacting the Trimble Office of Data Protection or by clicking this link: [Do Not Sell My Personal Information](#)

- The right to delete (erase) – this means you may ask us to delete your information from our systems and we will do so unless we are required to retain such information in order to provide services or the app to you or we require such information to comply with our legal and business obligations under applicable law.
- The right to transfer – this means you may request that we provide you a copy of your personal information, in a commonly used and machine readable format, to be provided to you or to a third party you specify.

By clicking "Accept All Cookies," you agree to the storing of cookies on your device to enhance site navigation, analyze site usage, and assist in our marketing efforts.

Cookies Settings

Accept All Cookies

you marketing communications, we will make the required information available to the relevant channel partner unless you tell us not to. We will not make consumer data available to third parties.

If you have any questions about these rights or you need assistance with requesting any of these rights, please contact the Trimble Office of Data Protection. Please note that we need to retain certain information about you for legal and internal business reasons, such as fraud prevention. We will retain your personal information for as long as necessary to provide you with the websites and apps you are eligible to use with your Trimble ID and as needed to comply with our legal obligations and enforce our agreements, but any such information retained will comply with this privacy statement and applicable law.

In addition, you have the ability to control some Usage Information as follows:

- **Mobile Applications Background Services.** You can set your device to disable device services or to block use of tracking technologies such as cookies.
- **Location Information.** You can choose whether or not to allow the app to collect and use real-time information about your device's location through the device's settings.
- **Push Notifications.** You may have the option to opt out of certain communications to you through the app, e.g., push notifications based on your device ID, through the app's settings.

Please note that if you disable, block or reject these elements of the Usage Information, some parts of the app may then be inaccessible or not function properly.

C. Can I manage how Trimble uses Cookies?

Trimble uses cookies and similar technologies to make our websites work, as well as to learn more about our users and their likely interests.

Trimble websites may also use cookies and similar technologies from other companies which allow us to gather additional information to measure and improve the effectiveness of our offerings. Cookies may be used for retargeting, where our websites may drop a browser cookie that may serve you ads as you visit other websites.

Our unique web portfolio and wide product range requires each of Trimble's websites to provide its own cookie notice. Refer to the cookie notice on the website you are visiting for more detailed information. You may reject the cookie notice or choose individual cookie settings of that site when visiting or may manage your cookie preferences with your Internet browser.

VIII. Will this Privacy Notice change?

Occasionally, we may change this privacy Notice (or other documents in the Trimble Privacy Center) to allow Trimble to use or share your personal information in a different way. If we do, the links to the Notice on our websites (which are generally found in the footer of the website) will indicate that the Notice has been changed. For new users, the change will become effective upon posting. For existing users, if the change is significant, it will become effective 30 days after posting. We encourage you to periodically review the Trimble Privacy Center for the latest information on our privacy practices.

IX. Who can I contact with questions or concerns?

If you have a privacy question or concern, please contact the Trimble Office of Data Protection.

X. Certain Disclosures and Rights under US Laws and under the California Consumer Privacy Act of 2018

A. Children's Online Privacy Protection Act

In compliance with the US Children's Online Privacy Protection Act, 15 U.S.C. § 6501.06 and 16 C.F.R. §§ 312.1 – 312.12, our websites and apps are not intended for children under 13 years of age, and we do not knowingly collect personal information from children under 13. If we learn we have collected or received personal information from a child under 13 without verification of

By clicking "Accept All Cookies", you agree to the storing of cookies on your device to enhance site navigation, analyze site usage, and assist in our marketing efforts.

Cookies Settings

Accept All Cookies

How It Works

Educators ▾

Lessons &



Get Started

Blog > s ▾

About ▾

Support >

Privacy

Last Updated: June 29, 2018

This privacy policy has been compiled to better serve those who are concerned with how their 'Personally identifiable information' (PII) is being used online. PII, as used in US privacy law and information security, is information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context. Please read our privacy policy carefully to get a clear understanding of how we collect, use, protect or otherwise handle your Personally Identifiable Information in accordance with our website.

What personal information do we collect from the people that visit our blog, website or app?

When ordering or registering on our site, as appropriate, you may be asked to enter your name, email address, address, and birthday to help you with your experience.

When do we collect information?

We collect name, email address, address, birthday, and IP address from you when you register, make a purchase, sign up for our newsletter, respond to a survey or marketing communication, surf the website, or use certain other site features.

How do we use your information?

We use the information we collect from the Service mainly as follows: (i) to provide, maintain, protect and improve the Service (including data analytics), to develop new ones, and to protect Ozobot and our users; (ii) to respond to your submissions, questions, comments, requests and complaints and provide customer service; (iii) as part of our efforts to keep the services safe and secure; (iv) to protect Ozobot's rights or property; (v) for internal operations, including troubleshooting, data analysis, testing, research, customization, and improvements to service and experience on the Service; (vi) to send you confirmations, updates, security alerts, and support and administrative messages; and (vii) for any other legitimate business purpose for which the information was collected. We may use information to send periodic emails on the products, services, and features we think may be useful or relevant to you. You may opt out of email marketing by using the unsubscribe link in a marketing email or you may opt out by altering your account settings.

We may anonymize and aggregate data collected through the Service and use it for any purpose and share such data with other partners or third parties for our own internal use.

For personal data that is subject to General Data Protection Regulation 2016/679 ("GDPR"), we rely on several legal bases to process your data, which include (i) when you have given consent, which you may withdraw at any time by using <https://ozobot.com/account/settings> and other tools; (ii) when data processing is necessary to perform a contract with you, such as the Terms of Use, and (iii) our legitimate business interests, such as improving and personalizing the services, marketing new features or products that may be of interest to you, and promoting safety and security of our services and our users.

How can you control your information?

We know members of our community value having control over their own information. We give you the choice of providing, editing or removing certain information, as well as choice over how we contact you. You may access your account settings and tools to access and control your personal data regardless of where you live. If you live in the European Economic Area, United Kingdom, and Switzerland ("Designated Region"), you have several legal rights regarding your information as discussed below.

Accessing and Exporting Data. By logging into your account, you may access your personal information and you can also download your personal information in a common file format.

Editing and Deleting Data. In your account settings, you can change or delete your personal information. Additionally, you may delete your account if you wish. If you choose to delete your account, most of your information will be deleted within 30 days, but it may take longer to delete all your data and other data stored in our backup systems due to size and complexity of our systems used to store data.

Objecting or Restricting Data Use. In your account settings, you have options to control our use of your data. You may limit how your information is visible to other users or made publicly available; and limit the notifications or emails you receive from us. Please note that should you opt-out of receiving notifications or emails from us, you will still receive administrative messages from us.

If you live in a Designated Region, you have the right to object to our processing of your information based on our legitimate interests and the right to object to the use of your information for direct marketing purposes. You may control our marketing communications to you by accessing your account settings. Additionally, you should review the "Do we use Cookies?" and Google sections for your options to control how we and our partners use cookies and other technologies for advertising. If you no longer wish to use Ozobot's services or receive service-related messages, then you may close your account.

If you have any questions about how to exercise these choices, please e-mail us at privacy@ozobot.com.

How do we protect visitor information?

We are conscious of the importance of your data to you and conscientious about protecting that data from loss, theft, or misuse. We take steps to ensure that your information is treated securely and in accordance with this Privacy Policy. Unfortunately, no method of storing or transferring data can be guaranteed to be 100% secure, and we cannot ensure or warrant the security of any information you provide to us.

Our website is scanned on a regular basis for security holes and known vulnerabilities in order to make your visit to our site as safe as possible. We use regular Malware Scanning. Your personal information is contained behind secured networks and is only accessible by a limited number of persons who have special access rights to such systems, and are required to keep the information confidential. In addition, all sensitive/credit information you supply is encrypted via Secure Socket Layer (SSL) technology. We implement a variety of security measures when a user places an order enters, submits, or accesses their information to maintain the safety of your personal information. All transactions are processed through a gateway provider and are not stored or processed on our servers.

How Long Do You Keep My Information?

We will retain your information for as long as your account is active or as needed to provide you services. If you no longer want us to use your information to provide you services, you may close your account. We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

Do we use 'cookies'?

Yes. Cookies are small files that a site or its service provider transfers to your computer's hard drive through your Web browser (if you allow) that enables the site's or service provider's systems to recognize your browser and capture and remember certain information. For instance, we use cookies to help us remember and process the items in your shopping cart. They are also used to help us understand your preferences based on previous or current site activity, which enables us to provide you with improved services. We also use cookies to help us compile aggregate data about site traffic and site interaction so that we can offer better site experiences and tools in the future.

We use cookies to:

- Help remember and process the items in the shopping cart.
- Understand and save user's preferences for future visits.
- Keep track of advertisements.
- Compile aggregate data about site traffic and site interactions in order to offer better site experiences and tools in the future. We may also use trusted third party services that track this information on our behalf.

You can choose to have your computer warn you each time a cookie is being sent, or you can choose to turn off all cookies. You do this through your browser (like Internet Explorer) settings. Each browser is a little different, so look at your browser's Help menu to learn the correct way to modify your cookies. If you disable cookies, some features will be disabled. It won't affect the users experience that make your site experience more efficient and some of our services will not function properly. However, you can still place orders.

Third Party Disclosure

We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information. Should we share your personally identifiable information, we will only do so if we have prior consent. This does not include website hosting partners and other parties who assist us in operating our website, conducting our business, or servicing you, so long as those parties agree to keep this information confidential. We may also release your information when we believe release is appropriate to comply with the law, enforce our site policies, or protect ours or others' rights, property, or safety. However, non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses.

Third party links

Occasionally, at our discretion, we may include or offer third party products or services on our website. These third party sites have separate and independent privacy policies. We therefore have no responsibility or liability for the content and activities of these linked sites. Nonetheless, we seek to protect the integrity of our site and welcome any feedback about these sites.

Google

Google's advertising requirements can be summed up by Google's Advertising Principles. They are put in place to provide a positive experience for users. We use Google AdSense Advertising on our website.

Google, as a third party vendor, uses cookies to serve ads on our site. Google's use of the DART cookie

enables it to serve ads to our users based on their visit to our site and other sites on the Internet. Users may opt out of the use of the DART cookie by visiting the Google ad and content network privacy policy.

We have implemented the following:

- Demographics and Interests Reporting.

We along with third-party vendors, such as Google use first-party cookies (such as the Google Analytics cookies) and third-party cookies (such as the DoubleClick cookie) or other third-party identifiers together to compile data regarding user interactions with ad impressions, and other ad service functions as they relate to our website.

Opting out:

Users can set preferences for how Google advertises to you using the Google Ad Settings page.

Alternatively, you can opt out by visiting the Network Advertising initiative opt out page or permanently using the Google Analytics Opt Out Browser add on.

Notice to Parents of Children

This notice provides information for parents of children under 13 years of age, or any higher minimum age in the jurisdiction where that child resides, about our practices with respect to personal information that we collect from such children who register for and use our website, mobile applications, blogs, vlogs, (hereafter, collectively "Service") and indicate they are under the age of 13, or any higher minimum age in the jurisdiction where that child resides. Under the GDPR, a child is under the age of 16, but Member States of the European Union may choose to the lower the age level.

We do not knowingly collect, use, or disclose personal information from children under 13 years of age, except as permitted by the Children's Online Privacy Protection Act ("COPPA") and the Federal Trade Commission's rules implementing COPPA. In this section of the Privacy Policy, we use the term "personal information" as such term is defined in COPPA.

Summary of privacy practices related to information collected from users whose birth dates indicate they are children under 13 (or any higher minimum age in the jurisdiction where that child resides):

- The only personal information we collect from children under 13 (or any higher minimum age in the jurisdiction where that child resides) is a parent's email address solely for password reminder

and reset purposes.

- The information we collect from child users is primarily used and disclosed to provide, customize, and improve the Service.
- We will not display advertising or send marketing messages to users under 13 (or any higher minimum age in the jurisdiction where that child resides).
- We may share information collected from children under 13 (or any higher minimum age in the jurisdiction where that child resides) with our service providers so they may help us provide Services, but we do not typically share such information with other third parties as part of providing the Service.
- Parents and guardians can request that we stop collecting and delete any personal information we collected from their children, but we will no longer be able to provide such children with access to the Service.

California Online Privacy Protection Act

CalOPPA is the first state law in the nation to require commercial websites and online services to post a privacy policy. The law's reach stretches well beyond California to require a person or company in the United States (and conceivably the world) that operates websites collecting personally identifiable information from California consumers to post a conspicuous privacy policy on its website stating exactly the information being collected and those individuals with whom it is being shared, and to comply with this policy. See more at: <https://consumercal.org/about-cfc/cfc-education-foundation/california-online-privacy-protection-act-caloppa-3/>

According to CalOPPA we agree to the following:

- Users can visit our site anonymously
- Once this privacy policy is created, we will add a link to it on our home page, or as a minimum on the first significant page after entering our website.
- Our Privacy Policy link includes the word 'Privacy', and can be easily be found on the page specified above.
- Users will be notified of any privacy policy changes: on our Privacy Policy page
- Users are able to change their personal information: by emailing us

How does our site handle do not track signals?

We honor do not track signals and do not track, plant cookies, or use advertising when a Do Not Track (DNT) browser mechanism is in place.

Does our site allow third party behavioral tracking?

It's also important to note that we do not allow third party behavioral tracking.

COPPA (Children Online Privacy Protection Act)

When it comes to the collection of personal information from children under 13 years old, the Children's Online Privacy Protection Act (COPPA) puts parents in control. The Federal Trade Commission, the nation's consumer protection agency, enforces the COPPA Rule, which spells out what operators of websites and online services must do to protect children's privacy and safety online. We do not collect information from children under 13.

We adhere to the following COPPA tenants: parents can review, delete, manage or refuse with whom their child's information is shared through contacting us directly.

Fair Information Practices

The Fair Information Practices Principles form the backbone of privacy law in the United States and the concepts they include have played a significant role in the development of data protection laws around the globe. Understanding the Fair Information Practice Principles and how they should be implemented is critical to comply with the various privacy laws that protect personal information. In order to be in line with Fair Information Practices we will take the following responsive action, should a data breach occur: we will notify the users via email within 7 business days. We also agree to the individual redress principle, which requires that individuals have a right to pursue legally enforceable rights against data collectors and processors who fail to adhere to the law. This principle requires not only that individuals have enforceable rights against data users, but also that individuals have recourse to courts or a government agency to investigate and/or prosecute non-compliance by data processors.

User content

User content means any and all information and content that Ozobot community members ("Members") submit, transmit or publish to, or upload or post on, this site, including videos, photos, images, comments, lessons, workshops, activities, games and other instructional materials ("Content"). We do not guarantee any confidentiality with respect to any Content you submit. You agree that you are responsible for actions and communications undertaken on this site under your account. We take no responsibility and assume no liability for any Content uploaded or otherwise transmitted by or to you or by or to any third party, or for any mistakes, defamation, slander, libel, omissions, falsehoods, infringement, obscenity,

pornography or profanity you or a third party may encounter.

You shall be solely responsible for your own Content and the consequences of submitting and publishing your Content on this site. You affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to publish Content you submit. You acknowledge that we do not pre-screen submitted Content, but that we shall have the right (but not the obligation), in our sole discretion, and without prior notice, to reject or remove any Content that is available via this site. You acknowledge that we may review your Content for adherence to our guidelines and compliance with these Terms.

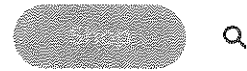
You retain all ownership rights in your Content. However, by submitting Content to the site, you hereby grant, and you represent and warrant that you have the right to grant, to us a non-exclusive, transferable, sublicensable, royalty-free, worldwide license to use, reproduce, distribute, prepare derivative works of, display, and perform the Content in connection with this site and our business, including for promoting and redistributing part or all of the site (and derivative works thereof) in any media formats and through any media channels. You further grant to us, and represent and warrant that you have the right to grant, a non-exclusive, transferable, sub-licensable, royalty-free worldwide license to use any intellectual property related to the Content that you post on or in connection with our site. You hereby grant, and you represent and warrant that you have the right to grant, to Members and other users of the site, a nonexclusive license to access your Content through the site.

Third party links

Occasionally, at our discretion, we may include or offer third party products or services on our website. The Ozobot application may direct children to third party sites that may collect personal information from children. These third party sites have separate and independent privacy policies. We therefore have no responsibility or liability for the content and activities of these linked sites. Nonetheless, we seek to protect the integrity of our site and welcome any feedback about these sites.

Subsequent Transfers

In the event that Ozobot is involved in a bankruptcy, merger, acquisition, reorganization or sale of assets, Ozobot reserves the right to sell or transfer user information (including personal information) as part of any such transaction. If we are involved in a merger, acquisition, or sale of assets, we will continue to take measures to protect the confidentiality of personal information and give users notice before transferring



Privacy Policy

Wonder Workshop, Inc.

Effective Date: October 10, 2014

Last Updated: September 3, 2020

PRIVACY POLICY AND CHILDREN'S PRIVACY POLICY

Our Promise

We comply with COPPA.

We keep kids' work private.

We let you control your kids' personal data.

We will not sell your kids' personal data. Or yours.

We don't collect or store kids' voices.

We don't collect or store kids' images.

We use the latest security best practices.

We will let you know if our privacy practices change.

We comply with COPPA.

Our robots and mobile apps are COPPA certified by the kidSAFE Seal Program. We are fully compliant with the Children's Online Privacy Protection Act.

We keep kids' work private.

Kids' work is private to their app by default. Some of our apps allow people to generate a special key or link. This key or link cannot be shared within our Service. In our Class Connect product, students' work is private to their classroom by default. A teacher on a Class Connect subscription may choose to share such work with other adults.

We let you control your kids' personal data.

We give parents and teachers control over how we use kids' data. You have the right to request that we delete some or all of your kids' data.

We will not sell your kids' personal data. Or yours.

When we do collect data, we use it to support our products, customers, and users. We never sell the data.

We don't collect or store kids' voices.

Some of our apps allow kids to record their own voices and transmit that audio to the robot over Bluetooth. This audio is not transmitted to our or anyone else's servers. The audio remains on the robot until it is replaced by new audio.

We don't collect or store kids' images.

Our robots do not have cameras and do not record photos or videos. We do not collect this kind of information from children.

We use the latest security best practices.

We use current data security best practices to protect your information.

We will let you know if our privacy practices change.

If our privacy practices change, we will update this document. If we make any material changes that impact kids' personal information, we will notify you.

Overview

In this document, we may refer to Wonder Workshop, Inc., as "Wonder Workshop," "we," "us," or "our." We may refer to our websites, software, applications, connected products, and related services as the "Service."

This Privacy Policy explains what information Wonder Workshop will collect when you access our Service. It also explains how the information will be used. We will not use or share your information with anyone except as described in this Privacy Policy. Each time you use our Service, you are accepting the practices described in this Privacy Policy, as applicable, at that time.

Most of the websites operated by Wonder Workshop are intended for adults to learn about and purchase our products and services. Adult users may include parents, educators, and developers. These websites (which we refer to as our "General-Audience Sites") include, but are not limited to:

our main website at www.makewonder.com

our e-commerce site at store.makewonder.com

our teachers' site at education.makewonder.com

our developers' site at developer.makewonder.com

our "My Wonder Workshop" portal at portal.makewonder.com

We do not knowingly solicit or collect Personal Information (defined below) from children under the age of 13 ("Children Users") on these General-Audience Sites.

Our "Child-Directed Products" include

the Wonder Workshop robots (including Dash, Dot, and Cue).

the corresponding mobile and desktop applications.

the browser-based educational software.

the play.makewonder.com website.

Our Child-Directed Products are generally intended to be used and enjoyed by children and teenagers. We employ special measures when collecting or processing information through our Child-Directed Products. We generally avoid or limit the collection of Personal Information through these products. For more details on our practices related to children, please see the section on Children's Privacy below.

Definitions

This Privacy Policy uses certain capitalized terms that have particular meanings. Sometimes, those terms are defined when they are first used. In addition, and for ease of reference, the following terms are defined in this section:

App: any Wonder Workshop software application. This includes but is not limited to those on Google Play, Apple App Store, Microsoft Store, Amazon Appstore.

Browsing Information: information about your use of the Service. This includes your device's interaction with the Service. (An access device may include a computer, tablet, Chromebook, or smartphone.) Browsing Information also includes certain of the information described below in the "Information Collected Automatically" section. This information is linked to a device ID, such as the device's Internet Protocol (IP) address. Your Wonder Workshop robot includes a product ID. Through the App, your robot transmits information to us that we use to:

- provide our services.
- assist you in troubleshooting.
- improve our products, services, Website, and App.

In general, we do not use Browsing Information to identify you. But on certain of our General-Audience Sites, such information may be paired with Personal Information. It may also be paired with other information that, together, could be used to identify you. Third parties may access, collect, store, and use Browsing Information. (Such third parties may include analytics companies and advertising service providers). These companies may use the Browsing Information to identify you.

Personal Information: information that can or does directly identify you. Examples include:

- your full name
- physical address (home, mailing, shipping, and/or billing address)
- email address
- phone number
- credit card information

In the case of Children Users, Personal Information may also include:

- precise geolocation
- school name/address
- a photo, video, or audio file that contains the child's image or voice
- a persistent ID (such as an IP Address or device ID) when not used for internal support purposes

Product Use Information: information related to the use of one of our products. Examples include robot name and activities coded. Product Use Information is linked to the product ID number of your robot.

User Content: any content that you create or produce and upload to our Service. Examples include:

- comments
- messages

- photos
- videos
- voice recordings
- artwork
- software code or program

User Content may contain Personal Information if such is provided within the User Content. Website/Site: any websites, web pages, and sub-pages. This includes mobile websites, web pages, and sub-pages under Wonder Workshop's full or partial control. This also includes but is not limited to:

- the General-Audience Sites listed above
- the play.makewonder.com website
- any sub-pages of these websites

What information we collect

Personal Information We Affirmatively Collect From You

We may collect Personal Information from you, such as:

payment: credit card, bank account, or other information used in payments

contact: email ID, phone number, billing, shipping, or mailing address

identity: first name, last name, age, username, or password

user content: text, image, video, or a combination of such media authored using our service

social media: personal data when you interact with our ads and related content

job data: details related to your work history if you apply to Wonder Workshop

We may collect the above Personal Information when you:

register for an account on our Service.

sign up for our newsletter.

make a purchase or order on our General-Audience Sites.

include Personal Information in User Content that you upload to our Service, or

set up or enable certain features for your child/student on our Child-Directed Products.

Other profile information you may affirmatively provide us about you or a child may be collected and maintained together with your Personal Information. Examples include:

birth date

age

gender

username

password

You can choose not to provide any information that we request of you. However, this may limit your ability to use or access the Service.

If a friend refers you to us by providing us with your email address, the system may send you a message. However, we will use your email address only to send the friend's message unless you opt in for more.

We may collect information from you when you communicate with us by phone, including text messages or email. This information may include Personal Information. It may be combined with Personal Information collected during your registration for or use of the Service. We may also receive Personal Information about you from third parties where you have a registered account. (This could happen now or in the future.) Examples of these third-party connections include Single Sign-On (SSO) and log-in methods such as:

Facebook SSO

Google SSO

Microsoft SSO

The third party may pass to Wonder Workshop certain information about your use of its service. This information could include, but is not limited to:

the user ID associated with your account.

an access token necessary to access that service.

any information that you have permitted the third party to share with us.

any information you have made public in connection with that service.

You should review your privacy settings on third-party services before linking them to the Wonder Workshop Service. If necessary, you should adjust your privacy settings.

For more details on our data collection practices for Child Users, see the section on Children's Privacy below.

Information Collected Automatically

We may collect Personal Information from you, such as:

Product Usage: data related to your use and engagement with our account system, apps, etc.

Such information is automatically transmitted to Wonder Workshop through our App. It is used:

to provide product support.

to improve our products and services.

for similar activities that support our internal operations.

Robot: diagnostic data of the robot used. This could include details such as:

crash data

firmware version

language of robot sounds

Device: Anonymized details related to the device (computer, smartphone, tablet) Each time you access a web page on our Service, your browser automatically reports log file information. Our servers automatically record some of that information. These server logs may include information such as:

your IP Address

web request

browser type

referring/exit pages and URLs

- number of clicks
- domain names
- landing pages
- pages viewed, and other similar information
- device system language

If you resell or share your robot, we will keep the Product Use Information your robot has transmitted to us. Your robot's new owner can play back any User Content (such as altered voice recordings) that you stored on your robot. To avoid this, remove such recordings in advance. For guidance on how to remove such recordings, please contact Wonder Workshop. Use the contact information at the bottom of this Privacy Policy.

We may use certain third party services to help us understand your use of the Service. Google Analytics is an example of such a service. These services collect information about your use of and the performance of the App, the Site, and/or Wonder Workshop's robots. They also collect anonymized information sent by your browser as part of a web page request, including cookies and your IP Address.

In general, we store tracking information in an anonymous aggregated form. However, we or our third-party tracking partners may store certain information, such as page views, in a manner that can be linked to specific devices.

We use persistent cookies and session cookies. A persistent cookie remains on your hard drive after you close your browser. Persistent cookies may be used by your browser on subsequent visits to the Service. Persistent cookies can be removed by following your web browser's directions. But such removal may affect your use of or access to certain portions of the Service. A session cookie is temporary and disappears after you close your browser. You can reset your web browser to refuse all cookies or to indicate when a cookie is being sent. If you refuse cookies, you may not be able to experience all the features of our Service.

Third-Party Ad Networks

For our General-Audience Sites, Wonder Workshop may partner with "Third Party Advertising Companies." These are third-party advertisers, ad servers, and ad networks. They use cookies, beacons, tags, scripts, and other tracking technologies to collect information about your visits to our General-Audience Sites and other websites. They use this information to provide advertisements about goods and services of interest to you. This process may include re-targeted ads that attempt to direct you back to our General-Audience Sites. It may also include

ads targeted based on your overall browsing interests. To learn how to opt out of receiving targeted ads, visit the websites below.

<http://optout.aboutads.info/#!/>

<http://optout.networkadvertising.org/#!/>

On our Child-Directed Products, we do not show behaviorally-targeted or re-targeted ads to Child Users. Nor do we track Child Users for targeted advertising purposes.

Some web browsers may automatically transmit "do-not-track" signals to the websites that users visit. Wonder Workshop does not process or respond to such automated "do not track" signals. This applies to other transmissions that request to automatically disable online tracking of users who visit our Service.

How we use your information

We may use Personal Information and Browsing Information for a variety of purposes, including:

Internal Operations

- to operate and monitor the effectiveness of the Service.

- to improve the content of the Service, and layout and design.

- to monitor, analyze, and describe usage patterns and performance of the Service. This includes aggregate metrics such as the total number of visitors, traffic, and demographic patterns.

- to conduct system administration and system troubleshooting and to diagnose or fix technology problems. This is to help provide you with a smooth, efficient user experience.

Customer Support

- for billing, identification, authentication, and fraud prevention.

- to respond to any inquiries or requests received from you.

- to contact you and deliver administrative notices and communications relevant to your use of the Service. This includes security or support and maintenance advisories.

Legal Matters

- to enforce our Terms of Use or other policies or agreements.

to comply with legal requirements and processes to protect our legal rights or the rights of others. This might be in response to a subpoena, court order, or law enforcement or governmental request or investigation. An example is to work to reduce the risk of fraud or misuse of the Service.

in connection with an unusual business transaction. Examples include bankruptcy, liquidation, sale, purchase, or merger with another business.

Email Marketing

To send promotional communications and newsletters to you. Also, for other marketing purposes of Wonder Workshop or partners. You may access and manage your communication preferences from your account, when available. Otherwise, you may contact us directly at support@makewonder.com.

For distribution to third-party service providers that provide services to Wonder Workshop and our partners. We require these third parties not to use your Personal Information for any other purpose.

How we share your information

Personal Information. Except as set forth below, Wonder Workshop will not rent or sell your Personal Information to others. Nor will we share it with independent third parties for their separate marketing-related purposes. To operate the Service, however, we may share your Personal Information with our agents, representatives, and contractors. This is so that they can provide us with support services and other features and fulfill your orders. We require these third parties not to use your Personal Information for any other purpose. We may store Personal Information in locations outside the direct control of Wonder Workshop. Examples include servers or databases co-located with hosting providers.

Browsing Information. We may share non-personally identifiable information with interested third parties. This is to help them understand the usage patterns for our Service. Examples of this information include:

- anonymous usage data.
- referring/exit pages and URLs.
- platform types.
- number of clicks.

We may store such information for a time determined to be reasonable for internal operations.

Instances where we are required to share your information. Wonder Workshop will disclose your information where required to do so by law or subpoena. In addition, we will do so if we reasonably believe such action is necessary:

to comply with the law and the reasonable requests of law enforcement.

to enforce our Terms of Use.

to protect the security or integrity of our Service and our property. This includes our intellectual property.

to exercise or protect the rights, property, or personal safety of Wonder Workshop, our users or others.

What happens in the event of a change of control? We may buy or sell/divest/transfer our company (including any shares in our company), or any combination of our products, services, assets and/or businesses at any time. All information, whether Personal Information or Browsing Information, related to the Service may be sold or otherwise transferred in connection with any such transaction(s). We may also sell, assign or otherwise transfer such information in the course of corporate divestitures, mergers, acquisitions, bankruptcies, dissolutions, reorganizations, liquidations, similar transactions or proceedings involving all or a portion of the company. Any transferees who receive your information in connection with a change of control must abide by the terms of this Privacy Policy.

How do we store and process information?

Your information collected through the Service may be stored and processed in the United States or any other country in which Wonder Workshop or its subsidiaries or service providers maintain facilities. Wonder Workshop may transfer information that we collect about you, including Personal Information, to affiliated entities, or to other third parties across borders and from your country or jurisdiction to other countries or jurisdictions around the world.

If you are located in the European Union or other regions with laws governing data collection and use that may differ from US law, please note that we may transfer information, including Personal Information, to a country and jurisdiction that does not have the same data protection laws as your jurisdiction, and you consent to the transfer of information to the US or any other country in which Wonder Workshop or its parent, subsidiaries, or service providers maintain facilities and the use and disclosure of information about you as described in this Privacy Policy. However, such parties must abide by the terms of this Privacy Policy.

What are your choices about receiving marketing messages?

Wonder Workshop offers parents, teachers, and other adults the choice of receiving different types of communication and information related to our company, products, and services. You may subscribe to e-newsletters or other publications, and you may also elect to receive marketing communications and other special offers from us via email.

To help us understand whether we are providing information of interest to you, we may include software code or other tracking technologies in our emails to monitor whether you opened a particular email, whether you have clicked on the images and/or links in the email, the date and time the message was opened, and whether your computer is capable of receiving HTML-based email. We endeavor to allow you to unsubscribe at any time from our email programs by clicking on the unsubscribe link at the bottom of any email message. You may also access and manage your preferences from your account, when available, or by contacting us directly at support@makewonder.com. We reserve the right to send you service announcements or similar administrative messages, without offering you the opportunity to opt out of receiving them.

How do we protect your information?

Wonder Workshop takes what it believes to be commercially reasonable physical, electronic, and procedural safeguards to protect Personal Information. However, since no security system is impenetrable, and "perfect security" does not exist on the Internet, we cannot guarantee the security of Personal Information or Browsing Information.

If you create an account to use the Service, you may be asked to choose a password for your account, which can be used to access information associated with your account (including Personal Information). You should choose a password that is not easy to guess and does not use words that you would find in a dictionary. Do not disclose your password to any other person. You are responsible for maintaining the confidentiality of your password and account. And we will attribute activities that occur using your account information to you. This includes the use of your password. If you suspect that your password has been compromised contact us immediately at support@makewonder.com.

How you can update your information?

Wonder Workshop believes strongly in giving you the ability to access and update or correct your Personal Information. You may update your Personal Information by logging into your account on Wonder Workshop's Website, when available, or by contacting us directly at support@makewonder.com.

Student's Privacy

We take student privacy seriously. As a provider of educational technology and in an effort to support statewide and public school districts, Wonder Workshop has signed state-specific privacy pledges or agreements such as the:

CA Student Data Privacy Agreement or CSDPA

- California's schools are now part of the CA Student Privacy Alliance. The CSDPA is designed to meet both federal and student data privacy requirements.

New York State (NYS) Education Law Section

2DConnecticut Student Data Privacy Pledge

The above agreements and pledges are executed, at times, with school-specific agreements based on the products and/or services provided.

The Family Educational Rights and Privacy Act (FERPA) is a federal law that prevents Educational Institutions from releasing certain information about your child to vendors such as Wonder Workshop without consent.

Children's Privacy

We care about children's privacy. We are committed to complying with the Children's Online Privacy Protection Act (COPPA). To learn more about COPPA, please consult this simple one-page informational guide from the kidSAFE Seal Program:

<http://www.kidsafeseal.com/knowaboutcoppa.html>

The Child-Focused Products we offer are aimed to be usable by children, students, and young teenagers. But only adults are allowed to make purchases on our General-Audience Sites or Child-Focused Products. This includes parents, teachers, and legal guardians.

To set up your Wonder Workshop robot, a parent or guardian should download the corresponding App. Then they should assist with account creation (if applicable). During account creation we may ask a parent/guardian to provide:

their email address.

an account password.

limited profile information (username, birth date, gender,) about the child using the robot.

This information is used to customize the robot experience for the child. It is also used to keep the parent or guardian informed of the child's activities.

Per COPPA, the parent's email address may be used to notify and obtain verifiable consent from a parent before:

- activating a Wonder Workshop account.

- enabling certain data collecting features for their child (such as chat messaging between the child and robot).

The parent account information may also be used to:

- manage account information. Examples include profile updates, password reset, and login for another Wonder Workshop Website.

- communicate with the parent about new products, features, newsletters, and special promotions and events.

Product Use Information is used only to support our internal operations. We may collect a limited amount of personal information from a parent or child (such as an email address) to use for a one-time event or communication. Examples include one-time contests and code submission. We may also use the information for multiple ongoing communications to a child. Examples of these include email alerts and push notifications. For these types of activities, Wonder Workshop may rely on exceptions to the parental consent requirement under COPPA. Or we may follow other procedures to ensure compliance. Examples include:

- removal of personal information prior to collection or immediately after use.

- parental notification with an opt-out mechanism.

- local storage of the information with no uploading to the web.

Wonder Workshop does not currently offer any features on our Child-Directed Products that would allow Children Users to publicly post or share Personal Information with other users via the web. Some features on our Child-Directed Products may allow the storage of information (including Personal Information) locally on our App or robot device. In these cases, there is no uploading of such information to the web or Wonder Workshop servers. Parents are still advised to remove any such information from their robot device should they choose to sell, donate, or gift their device to someone else.

On our Child-Directed Products, we may collect and process certain information from Children Users. This includes:

Product Use Information

Browsing Information

However, this is only for purposes of supporting our internal operations, such as to help us:

- maintain or analyze the functioning of our Child-Directed Products.
- perform network communications.
- authenticate users of our Child-Directed Products
- personalize the content on our Child-Directed Products.

For products like Class Connect, we may collect and store certain information from Children Users. This information is App Usage Data, and it includes:

- app profile name
- user-created programs
- user-created program names
- solutions (programs created in response to a Challenge or Puzzle)
- time spent in the App

This information may be linked with specific student information in the Class Connect web portal. This portal is intended for use by teachers and other adults. The teacher purchases a license or uses a free trial. The teacher can then use the portal to set up a "Classroom" by entering student names into the portal. This can include the students' first and last names, based on the teacher's choice and with the appropriate form of verifiable consent under COPPA (if necessary). It is possible for the App Usage Data from Children Users to be linked with the students' full names. The teacher controls this information. It is not shared publicly.

On our Child-Directed Products, we do not use Product Use Information or Browsing Information for behavioral or re-targeted advertising. Nor do we use it to allow third parties to track the activity of Children Users for such purposes.

With proper authentication, a parent or legal guardian always has the right to:

- review the Personal Information we may have collected and stored about their child.
- request the deletion of such Personal Information.
- refuse to allow further collection or use of such information by Wonder Workshop.

A request to delete such information may limit the child's access to all or a portion of the Service.

Please contact us at support@makewonder.com if

you believe that a child under 13 might have provided us with Personal Information without your permission.

you wish to view, request deletion of, or prohibit further collection of information about your child.

We urge parents to monitor their children's use of all digital media.

Links to Other Websites

We are not responsible for the practices employed by websites or services linked to or from the Service. This includes the information or content contained on those websites or services. Please remember that our Privacy Policy does not apply to third-party websites or services. This is the case even when there is a link or advertisement on our Service. Your interaction on any third-party website or service is subject to that third party's own rules and policies. We encourage our users to become familiar with the privacy statements of all websites and apps they interact with.

California Privacy Rights

Users who are California residents may request and obtain from us once a year, free of charge, certain information about the Personal Information (if any) we disclosed to third parties for direct marketing purposes in the preceding calendar year. If applicable, this information would include a list of the categories of Personal Information that was shared and the names and addresses of all third parties with whom we shared information in the immediately preceding calendar year. If you are a California resident and would like to make such a request, please submit your request in writing to support@makewonder.com.

Visitors residing outside of the US

Wonder Workshop and its Service are based in the U.S., and Wonder Workshop's offices are headquartered in the U.S. Please be aware that information you provide to Wonder Workshop or that it obtains as a result of your use of the Service may be processed and transferred to the U.S. and be subject to U.S. law. The privacy and data protection laws in the U.S. may not be equivalent to such laws in your country of residence. By using the Wonder Workshop Website or Child-Directed Products, participating in any of the Service, or otherwise providing Wonder Workshop with your information, you (or a parent/guardian on your behalf) consent to this collection, transfer, storage, and processing of information to and in the U.S. Wonder Workshop will take

commercially reasonable steps to safeguard your data in accordance with this Privacy Policy but is not responsible for the privacy and security practices of third parties.

EU Customers

In most cases, Wonder Workshop, Inc, a Delaware corporation, is the Data Controller for Personal Data as it applies to this Privacy Policy. Wonder Workshop Germany GmbH, a sales and marketing subsidiary, partners with logistics companies and distribution partners. Our partners may be Data Controllers in regard to certain Personal Data.

If you are located in the European Union, (EU) please note that laws governing data collection and use may differ from U.S. law and that we may transfer information, including Personal Information, to a country and jurisdiction that does not have the same data protection laws as your jurisdiction. Whenever we transfer Personal Information originating in the EU to an entity outside of the EU, we will take reasonable steps to ensure that your privacy rights continue to be protected (e.g., conclude the EU Standard Contractual Clauses with third parties).

Lawful Basis for Processing Personal Information

If you are an individual in the European Union (EU) or an EU citizen, we collect and process data about you only where we have legal bases for doing so under applicable EU laws. This means we collect and process your data only under one or more of the following circumstances:

It is necessary for a legitimate interest (which is not overridden by your individual privacy interests). Examples include preventing fraud, improving the Website, and increasing the security of the Website and network infrastructure.

You have consented to this collection and processing for a specific purpose.

It is necessary to fulfill our contractual obligations.

It is necessary to comply with a legal obligation.

Where we rely on your consent to process your Personal Information, you have the right to withdraw or decline consent at any time. If you wish to withdraw your consent, please contact us. You may use the information at the bottom of this page. Some examples of our legitimate interests and the information being processed include:

network and information security (password, IP address, device ID).

customer support and fraud prevention (name, email address).

improving our products and services (hardware information, activity logs).

Where we rely on our legitimate interests to process your Personal Information, you have the right to object. More information on exercising this right can be found in the Individual Rights section below.

If you have any questions about or need further information concerning the legal basis on which we collect and use your Personal Information, please contact us at support@makewonder.com.

Individual Rights

Wonder Workshop makes certain choices available to you when it comes to your Personal Information. Please review the below information outlining your choices and how to exercise them. We will respond to all requests within a reasonable time frame. If our full response will take more than a month due to complexity or scope, we will notify you of this. And we will keep you updated on our progress.

Review and update your information. You have the right to access and update any Personal Information that we have collected. Some Personal Information can be updated using the account management tools at www.makewonder.com/account/edit. This includes the account holder's name and email address. For any Personal Information beyond this, please submit a request using the contact information at the end of this section.

Delete your information. You also have the right to have your Personal Information deleted. This is sometimes known as the 'right to be forgotten'. To request that we delete all Personal Information about you, please submit a request. You can use the contact information at the end of this section.

We may decline to honor this request in certain situations, such as if the data is necessary to comply with a legal obligation or to exercise/defend a legal claim.

Restrict Processing. You have the right to restrict how we process your Personal Information in certain circumstances. You may request that we limit our uses of your Personal Information to specific purposes.

Data Portability. You have the right to obtain copies of your information in a structured, commonly used format. The format should allow you to move your data between our service and the services of others.

Right to Object. You have the right to object to the processing of your Personal Information for direct marketing purposes or when our processing of your data is based on legitimate interests.

If any request made under this section is clearly unfounded or excessive, we may reject the request. Or we may require a reasonable fee to honor the request. If we decide to reject your request, we will inform you of the reasons for not taking action. And we will provide information on other possible remedies. If we decide that a reasonable fee is necessary, we will promptly inform you. Then we will comply with the request upon receipt of this fee.

Contact for individual rights requests

Please use the contact information at the bottom of this page when submitting a request to exercise any of the above rights. Please do not submit requests across multiple communications channels. We will make our best effort to respond to your request within a reasonable time frame.

If you are an EU citizen or reside in the EU and wish to raise a concern about our use of your information (and without prejudice to any other rights you may have), you have the right to do so with your local supervisory authority.

Updates to our privacy policy

We reserve the right to update this Privacy Policy from time to time. When we do, we will post the updated version here and revise the "Effective Date" at the top of this Privacy Policy. We encourage you to check this page periodically for any updates. If you continue to use the Service following the posting of an updated version of this Privacy Policy, we will treat your continued use as acceptance of the updated version.

If we make a material change in the way we handle previously collected Personal Information of our users, we will notify you more prominently and obtain your prior consent or the prior consent of a parent or legal guardian, as applicable and legally required.

How to contact us

If you have any remaining questions about how we treat your privacy, let us know. You can contact us by email, physical mail, or phone.

Email: support@makewonder.com

Physical Mail:

Wonder Workshop, Inc.

Attn: Privacy Manager



Privacy Policy

1. Acknowledgement and acceptance of terms

If you do not agree to these terms, please do not access or use this site.

This Privacy Policy applies to www.animoto.com, owned and operated by Animoto, Inc. (henceforward "Animoto", "we", "us", or "our"), as well as Animoto's mobile application ("Mobile App") or Animoto's video creation services made available through authorized third party websites such as social networks (each, a "Site"). This Privacy Policy describes how Animoto collects, uses, shares and secures the personal information (or 'personal data') you provide. It also describes your choices regarding use, access and correction of your personal information.

The Site is not directed to children. For terms relating to areas of this Site that allow you to communicate and/or submit information on or through the Site, such as bulletin board postings, email, messages, suggestions, ideas, photographs, video music, text, drawings, or concepts, please refer to our [terms of service](#).

2. EU-U.S. Privacy Shield and Swiss-U.S. Privacy Shield

Animoto Inc. complies with the EU-U.S. Privacy Shield Framework and the Swiss-U.S. Privacy Shield Framework(s) (Privacy Shield) as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information transferred from the European Union, the United Kingdom and/or Switzerland, as applicable to the United States in reliance on Privacy Shield. Animoto has certified to the Department of Commerce that it adheres to the Privacy Shield Principles with respect to such information. If there is any conflict between the terms in this privacy policy and the Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Privacy Shield program, and to view our certification, please visit <https://www.privacyshield.gov/>.

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

With respect to personal data received or transferred pursuant to the Privacy Shield Frameworks, Animoto is subject to the regulatory enforcement powers of the U.S. Federal Trade Commission. In certain situations, we may be required to disclose personal data in response to lawful requests by public authorities, including 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>.

Under certain conditions, more fully described on the Privacy Shield [website](#), you may be entitled to invoke binding arbitration when other dispute resolution procedures have been exhausted.

3. Notice for EU and UK Residents:

Animoto's platform is hosted in the United States, and Personal Data you submit will be transferred from your location to the United States as necessary to allow us to make the software and services available to you and otherwise perform our obligations to you under this Agreement.

If you are a resident in the European Economic Area, the United Kingdom, or Switzerland, Animoto Inc. is generally the "data controller" as such term is used in the General Data Protection Regulation ("GDPR") with respect to the information that can be associated with or relates to a person or could be used to identify a person ("Personal Data") collected through our Site; contact information is located at the end of this privacy policy. In some situations where we receive your Personal Data from another of our customers, we may be the "data processor" and such customer may be the "data controller" for purposes of the GDPR. In such cases, we may need to refer your inquiries, complaints, or requests to such customer as the data controller. In all cases where we are the data controller, the following provisions apply:

Rights of EU and UK Residents

Consent

Animoto will obtain your consent before collecting and processing your Personal Data.

Right to Access, Update, and Delete Your Personal Data

You may request confirmation from us as to whether or not your Personal Data is being processed, where and for what purpose. We will provide you a copy of the Personal Data, free of charge, in an electronic format. We may ask for proof of identification to verify your access requests. If your Personal Data that we hold is inaccurate or incomplete, please notify us and we will update the relevant information without undue delay. You may also request deletion of your Personal Data in our possession. In certain circumstances we may need to retain your Personal Data, such as: (i) where required by law; (ii) where necessary to continue providing services; or (iii) where the burden or expense of deleting such Personal Data would be

disproportionate to the risks to your privacy in the case in question, or where the rights of persons other than the individual would be violated. For example, in cases where we are not the data controller (such as when the personal data was collected on behalf of a third party data controller), we may need to refer you or your request to the applicable data controller.

Right to be Forgotten

If you no longer wish to use our Services, you may request an erasure of your Personal Data. We will erase your Personal Data and notify you when the erasure is completed. However, we will compare your right to be erased with the public interest in the availability of the data when considering your requests of erasure.

Right to Object or Opt-Out

You may object to our processing of your Personal Data for direct marketing purposes. If you choose to object, we will no longer process your Personal Data for direct marketing purposes, unless there is a compelling legitimate grounds for future processing. You may not be able to use the full functionality of the Services as a result of an objection.

Right to Restrict Processing of Your Information

You may choose to restrict us from processing your Personal Data when: (1) you contest the accuracy of your Personal Data, (2) you oppose the erasure of your Personal Data when the processing is unlawful, (3) we no longer need the Personal Data to provide our Services but you would like to keep your Personal Data available for establishment, exercise, or defense of legal claims, or (4) you object to processing of the Personal Data. If you choose to restrict processing of your Personal Data, we will only store and will not further process your Personal Data without your consent. However, we may process your Personal Data for the establishment, exercise, or defense of legal claims or for the protection of the rights of another natural or legal person or for reasons of important public interest of the European Union, the United Kingdom, or of a EU Member State. If it is necessary for us to process your Personal Data after you choose to restrict, we will inform you before any data processing starts.

Right to be Notified of Data Breach

You will receive data breach notification in accordance to applicable laws if we or our data processors become aware of a data breach which is likely to result in a risk for your rights and freedoms.

Right to Data Portability

You may require us to provide you a copy of your Personal Data, which you have previously provided, in electronic format. You are free to transmit the Personal Data to any other controllers.

Right to Lodge a Complaint

European and UK residents who believe their rights have been violated under the GDPR may lodge a complaint with the Information Commissioner's Office or other supervisory authority.

Privacy by Design and Default

We are committed to implement appropriate technical and organizational measures to safeguard your personal privacy at all design stages. Our design features address the amount of Personal Data collected, the extent of Personal Data processing, the period of Personal Data storage and Personal Data accessibility.

Animoto Processors

To support delivery of our Services, Animoto may engage and use data processors with access to certain Personal Data of its Users (each, a "Processor"). Animoto currently uses third-party Processors to (a) provide infrastructure services, (b) facilitate payments, (c) provide information for site security, maintenance, performance, and error tracking; (d) tracking and reporting user analytics for purposes of improving customer experience. Prior to engaging any third-party Processor, Animoto evaluates their privacy, security, and confidentiality practices, and executes an agreement implementing its applicable obligations.

4. Information We Collect, How We Use It, And Your Choices:

We may collect the following personal information from you:

- Contact Information, such as name and email address
- Billing Information, such as credit card number and billing address
- Preference Information, such as product wish lists or marketing preferences
- Demographic information, such as timezone

We may also collect, from you, the following personal information about your contacts such as, name and email address, in order to refer our products or provide our services, for instance, when you share our Animoto video with others. When you provide us with personal information about your contacts we will only use this information for the specific reason for which it is provided. If you believe that one of your contacts has provided us with your personal information, you may request that it be removed from our database.

Mobile App Passive Data Collection:

Our Mobile App collects information about your hardware and software, IP address, browser type and version, operating system, browsing history and page views, length of visit, referral/exiting sources, device identifiers such as Apple IDFA or Google Advertising ID, cookie identifiers, other pseudonymous identifiers,

and information about the timing, frequency, and patterns of your usage.

Data Received from Third Parties:

We may receive information about you from other sources, such as third parties from whom we obtain data, and combine this data with information we already have about you. This helps us to update, expand and analyze our records. If you provide us personal information about others, or if others give us your information, we will only use that information for the specific reason for which it was provided to us. Examples of the types of personal information that may be obtained from third parties and combined with information we already have about you, may include updated credit card information from our provider Chase Paymentech, so that we can successfully process payments.

Our Site and Mobile App allow you to post your Animoto videos on YouTube. This functionality uses the YouTube API. Google collects and shares information with us relating to user interactions with the video on YouTube. We use this information to improve services we offer you, to improve marketing, analytics, or site functionality. Google uses this information in accordance with Google's Privacy Policy at: <https://policies.google.com/privacy>. You can opt out of Google's sharing of data with us in the Google settings at <https://security.google.com/settings/security/permissions>.

Browser Passive Collection:

As is true of most web sites, we gather certain information automatically and store it in log files. This information may include internet protocol (IP) addresses, browser type, internet service provider (ISP), referring/exit pages, operating system, date/time stamp, and/or clickstream data. We may combine this automatically collected log information with other information we collect about you. We do this to improve services we offer you, to improve marketing, analytics, or site functionality.

Technologies used for Tracking:

Technologies such as COOKIES or similar technologies are used by Animoto and our marketing partners, affiliates, analytics, or online customer support provider. These technologies are used in analyzing trends, administering the site, tracking users' movements around the site and to gather demographic information about our user base as a whole. We may receive reports based on the use of these technologies by these companies on an individual as well as aggregated basis. We use COOKIES or similar technologies for our shopping cart, to remember users' settings (e.g. language preference), for authentication. Users can control the use of cookies at the individual browser level. If you reject cookies, you may still use our site, but your ability to use some features or areas of our site may be limited.

Our mobile applications contain software development kits (SDKs) that may collect and transmit information back to us or third-party partners about your usage of that mobile application or other applications on your device.

Advertising and Marketing Opt-Out:

We partner with a third party to either display advertising on our Web site or to manage our advertising on other sites. Our third party partner may use technologies such as cookies or similar technologies to gather information about your activities on this site and other sites in order to provide you advertising based upon your browsing activities and interests. If you wish to not have this information used for the purpose of serving you interest-based ads, you may opt-out by clicking [here](#) (or if located in the European Union or the UK, click [here](#)) Please note this does not opt you out of being served ads. You will continue to receive generic ads.

In the mobile environment, most mobile operating systems offer device-based opt-out choices that are transmitted to companies providing interest-based advertising. To set an opt-out preference for a mobile device identifier (such as Apple's IDFA or Android's GAID), visit the device manufacturer's current choice instructions pages, or read more about sending signals to limit ad tracking for your operating system here: <https://www.networkadvertising.org/mobile-choices>.

You may sign-up to receive email or newsletter or other communications from us. If you would like to discontinue receiving this information, you may update your email preferences by using the "Unsubscribe" link found in emails we send to you or at your member settings on our website or by contacting us at contact@animoto.com.

Social Media Features:

Our website includes Social Media Features, such as the Facebook Like button, and Widgets, such as the Share This button or interactive mini-programs that run on our website. These Features may collect your Internet protocol address, which page you are visiting on our website, and may set a cookie to enable the Feature to function properly. Social Media Features and Widgets are either hosted by a third party or hosted directly on our website. Your interactions with these Features are governed by the privacy statement of the company providing it.

You can log in to our site using your social media credentials through Facebook or Google. This service will authenticate your identity and provide you the option to share certain personal information with us such as your name and email address to pre-populate our sign up form. Services like Facebook and Google may give you the option to post information about your activities on this Web site to your profile page to share with others within your network.

Our Web site offers publicly accessible blogs or community forums. You should be aware that any information you provide in these areas may be read, collected, and used by others who access them. To request removal of your personal information from our blog or community forum, contact us at contact@animoto.com. In some cases, we may not be able to remove your personal information, in which case we will let you know if we are unable to do so and why.

Links to Third Party Websites:

Our website includes links to other websites whose privacy practices may differ from those of Animoto. If you submit personal information to any of those websites, your information is governed by their privacy policies. We encourage you to carefully read the privacy policy of any website you visit.

Other uses of the information we collect may be in order to:

- Fulfill your order and send you an order confirmation
- Send you requested product, service information, or product updates
- Administer your account, respond to customer service requests, or respond to your questions and concerns.
- Send you a catalog, a newsletter, or marketing communications
- Improve our website and marketing efforts, including conducting research and analysis
- Display content based upon your interests
- Facilitate your transactions with other users

Credit Card Security:

Animoto takes credit card data security very seriously. For that reason, we use Braintree to securely handle credit card information. Braintree is a Validated Level 1 PCI DSS Compliant Service Provider. Learn more about Braintree security practices.

5. Your Access

Upon request Animoto will provide you with information about whether we hold any of your personal information. You may access, correct, or request deletion of your personal information by logging into your account or contacting us. We will respond to your request within 30 days. In certain circumstances we may be required by law to retain your personal information, or may need to retain your personal information in order to continue providing a service.

6. Information Sharing

We will not sell, trade, or rent Personally Identifiable Information to others. Furthermore, we will not disclose Personally Identifiable Information we collect from you to third parties without your permission, except to the extent necessary:

With Service Providers or data processors: Animoto may share your information with third parties who provide services on our behalf to help with our business activities. These companies are authorized to use your personal information only as necessary to provide these services to us. These services may include:

- Fulfilling orders or subscription services
- Facilitating payments
- Providing customer service
- Delivering emails and push notifications to users or sending marketing communications
- Conducting surveys and capturing user feedback
- Track and report user analytics for purposes of improving customer experience
- Providing information related to site security, maintenance, performance, and error tracking
- Providing cloud computing infrastructure, hosting, and database services

Prior to engaging any third-party Processor, Animoto evaluates their privacy, security, and confidentiality practices, and executes an agreement implementing its applicable obligations.

Legal: In certain situations, Animoto may be required to disclose personal data in response to lawful requests by public authorities, including to meet national security or law enforcement requirements. We may also disclose your personal information as required by law, such as to comply with a subpoena or other legal process, when we believe in good faith that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud, or respond to a government request. If Animoto is involved in a merger, acquisition, or sale of all or a portion of its assets, we may transfer your personal data (where relevant) to the successor of the relevant business, and they will be bound to the same obligations that we were previously bound to. You will be notified via email and/or a prominent notice on our website, of any change in ownership, uses of your personal information, and choices you may have regarding your personal information. We may also disclose your personal information to any other third party with your prior consent.

7. Security of Information

We will keep your Personally Identifiable Information secure consistent with current industry standards. Security of your Personally Identifiable Information is of utmost concern to us. Personally Identifiable Information, once transmitted to us, will be stored on computers that only selected personnel and contractors have access to via password, and/or on web hosting servers maintained by Amazon Web Services, which employs its own physical and network security measures. In addition, your Animoto videos and/or content may be stored on Amazon Web Services servers. A copy of Amazon Web Services' Privacy

Your Animoto videos and user content are limited-access, where access is gained through an obscured URL system. This obscured URL makes it difficult if not impossible for a third party to guess the URL address of your video or content without an invitation from you including the relevant URL. However, because the videos and content are not password-protected, a possibility exists that an unauthorized third party could discover your videos and/or content. No method of transmission over the Internet, or method of electronic storage, is 100% secure, however. Therefore we cannot guarantee its absolute security. If you have any questions about the security of your personal information, you can contact us at contact@animoto.com.

8. Changes to this Statement

Animoto has the discretion to update this privacy policy to reflect changes to our information practices. If we make any material changes we will notify you by email (sent to the e-mail address specified in your account) or by means of a notice on this Site prior to the change becoming effective. We encourage you to periodically review this page for the latest information on our privacy practices.

9. Contacting Us

Animoto Inc. (contact@animoto.com) 436 Lafayette St, Fl 2 New York, NY, 10003 USA

For EU and UK residents

Jack Baylor (eu-privacy@animoto.com) 2 Ashton Place Gardiner's Hill Cork, Ireland

This document was last updated on February 18, 2021.



TERMS & POLICIES

[Terms of Service](#)

[Music Terms](#)

[Referral Terms](#)

[Upload Terms](#)

Privacy Policy

At WordArt.com, we take your privacy and trust very seriously. This privacy and cookies policy ("Privacy Policy") is intended to outline how any personal data collected from you via wordart.com (the "Website"), will be protected, used, stored and processed by us to communicate with you and to deliver you excellent service.

WHAT PERSONAL INFORMATION DO WE COLLECT FROM YOU AND HOW?

We collect and process the following types of information about you:

1. Information we collect about you:

- o when you sign up to our newsletter or updates;
- o when you enter competitions and prize draws;
- o when you register with the Website, by phone or by email, or provide personal information;
- o when you place an order on our Website;
- o if you ask us to keep in touch with you;
- o if you complete a survey or send us feedback about our products or Website
- o if you contact or correspond with us (for example, by phone, email or otherwise) to find out more about a product or our after sale care and support services, to report a problem with the Website or a product or for any other reason.

The personal information you give us may include your first and surname, title, gender, birthdate (day and month), email address, phone number, address, financial information (such as credit or debit card details), as well as shipping address, billing address, and any other information that you consider necessary to provide us with.

The information collected from you via our Website will be matched with personal information you may have given us in our stores. This is to help us ensure that the data we hold about you is kept accurate and up to date.

2. Information we receive from other sources about you

We work closely with third parties, for example, business partners, sub-contractors for technical, payment and delivery services, advertising networks, analytics providers and search information providers. If we receive information about you from them, we will always seek assurances that they are providing information to us in accordance with data protection laws and that they are transparent with you that they may share your data with us. We may use this information to update our records about you to keep them accurate.

WHY DO WE USE YOUR DATA?

We may use and share non-personal data we receive or collect from you without restrictions.

WordArt.com may use the above personal data held about you for the following purposes (purposes for which we need your consent are marked *):

- to carry out obligations arising from any contracts entered between you and us and to provide you with information, products and services that you request from us, i.e. to process and complete your orders and to process your payments;
- to remind you of products you have placed in your basket on the Website, but have not purchased*;
- to help us identify you and accounts you hold with us;
- to manage and improve the Website and the services we provide through the Website;
- to tailor our Website content to your needs and preferences*;
- to manage the security of the Website and data collected via the Website;
- to provide other services requested by you, as described when we collect the data;
- to prevent, detect, and investigate fraud, security breaches, violations of law, and other misuse of the Website, and to enforce our Terms and Conditions, which you can find here;
- to address any enquiries, correspondence, concerns or complaints you have raised;
- for our internal operations, including data analysis, testing, research, statistical purposes and troubleshooting;
- to notify you about changes to any element of the Website;
- to provide you with information about other products and services we offer that are similar to those that you have already purchased or enquired about. We will only contact you by email with such information if you have consented to this. More information about this is set out below under the heading "legal basis for processing"*;
- to measure and understand the effectiveness of advertising we provide to you and others;
- to deliver relevant advertising to you, for example, newsletters*;
- to make suggestions and recommendations to you about other products or services that may be of interest to you*.

We may also use your personal data when carrying out automated decision-making and profiling for the purpose of identifying what information or advertising you might like to see from us, for example, by creating individual or group profiles*.

WHAT IS THE LEGAL BASIS FOR PROCESSING YOUR DATA?

For some of the uses of your personal data (as described above) there is a legal basis under applicable data protection laws for us to use such personal data without your consent (these uses are not marked with *).

This includes, for example, where it is necessary for us to use the information in order to perform a contract with you or take steps at your request prior to entering into a contract with you, such as to process your order, provide after care and support services to you or manage the online account facility that we provide to you. It also includes circumstances (such as we have described below) where we have a legitimate interest to use your data, provided that proper care is taken in relation to your rights and interests:

- to ensure that we organise our database efficiently and understand how our clients may make purchases in different parts of the world;
- to carry out research and analysis of your data (including purchase information) as this helps us understand our clients better, who they are and how they interact with the WordArt.com;
- to improve and ensure the security of the Website (for example, for statistical, testing and analytical purposes, troubleshooting); and
- to ensure that you know about any changes to the Website or the terms of this Privacy Policy.

Where we have a legal basis to use your information without consent (as we've described above), this Privacy Policy fulfils our duty to process personal data fairly and lawfully and in a manner that you would expect given the nature of our relationship with you, by giving you appropriate notice and explanation of the way in which your personal data will be used.

Where consent is required for our use of your personal information, by ticking the appropriate consent box or otherwise communicating your consent (for example, by email, providing non mandatory information), you consent to our use of that personal information for the purposes covered by the specific consent that you have given. For example, we will only process your personal information for marketing purposes if we have your consent to do so.

MARKETING NEWSLETTERS AND KEEPING IN TOUCH WITH YOU

We will, if you have given us your consent, provide you with information about products, services, events, sales and marketing from WordArt.com (including personalised online content and advertising through WordArt.com website, social media platforms or our online partners).

We will ask whether you would like us to send you marketing messages when you tick the relevant boxes when you check out, sign up for newsletters or updates, or if you register with us via the Website or by email. You will have the opportunity to clearly set out how you wish to hear from us. If you are registered, you can also manage your preferences by updating / changing your privacy settings of your account. You can unsubscribe at any time.

We will not share your personal information with businesses outside WordArt.com, without your explicit prior consent, for them to contact you for marketing purposes (except if they are contacting you on behalf of us).

HOW DO WE STORE AND PROTECT YOUR DATA?

Data we collect from you is transferred to, processed and stored by Linode LLC, with its registered office at 249 Arch St. Philadelphia, PA 19106 – USA, a service company to WordArt.com.

We endeavour to protect your data by storing it on secure servers and by using technical and organisational security measures to safeguard your personal data and to reduce the risk of loss, misuse, and unauthorised access, disclosure, and alteration. Some of the safeguards we use are firewalls and data encryption, physical access controls to our data centres, and information access controls. Please understand, however, that no system is perfect or can guarantee that unauthorised access or theft will not occur.

Where we have given you (or where you have chosen) a password which enables you to access restricted areas of the Website, you are responsible for keeping this password confidential. We ask you not to share your password with anyone.

Transmission of information via the Internet is not completely secure. We will do our best to protect your personal information but we cannot guarantee the security of data transmitted via the Website; any transmission is therefore at your own risk. Once we have received your personal information, we will use strict procedures and security features (as mentioned above) to try and prevent unauthorised access.

WHO WILL WE SHARE YOUR PERSONAL DATA WITH?

Your data may be stored in a database that we can access. We do this to help us organise our databases efficiently and understand how our clients may make purchases in different parts of the world. We will remain your point of contact. We will also share your data with Linode LLC who provide data storage facilities to us.

We may also share your data with the following categories of selected third parties in accordance with this Privacy Policy:

- service providers (for example, IT services), business partners, suppliers and sub-contractors for the performance of any contract we enter into with you (such as, but not limited to, Website operations, payment services, shipments, fraud investigations, bill collection, and affiliate and rewards programs);
- analytics and search engine providers that assist us in the improvement and optimisation of the Website;
- law enforcement or regulatory agencies, or authorised third parties, in response to a verified request relating to a criminal investigation or alleged illegal activity or any other activity through the Website that may expose us and/or the user or any third party to legal risks or liability; and
- other business entities, should we plan to merge with or be acquired by that business entity. Should such a combination occur, we will require that the new combined entity follow this Privacy Policy with respect to your data.

These third parties who may receive your data will process that data for the purposes specified above and in accordance with applicable law. We will retain a list of the third parties with whom data is shared, which will be available upon request.

THIRD PARTY WEBSITES AND THEIR OWN POLICIES

The Website might, from time to time, contain links to third parties websites and other company websites which may have their own Privacy Policies. WordArt.com is not responsible for those websites, the activities and practices that take place on those websites or the relevant associated privacy policies.

WHY DO WE RETAIN YOUR DATA AND HOW CAN YOU ACCESS IT?

We will not store your personal data for longer than we need to use it in accordance with this notice. Unless we let you know otherwise (or you request we erase your personal data), we will keep your personal data as you remain a client with us or continue to wish to keep in touch with us.

Even if you request that we erase your data, we may still need to keep it (please see below) or may keep it in a form that doesn't identify you. If you have not agreed that we may use your data for marketing purposes, we will keep your data for 6 years after you have made a purchase from us.

WHAT ARE YOUR RIGHTS?

You have the following rights with regard to your personal information:

- Access. You have the right to access data we hold about you. We will need you to prove your identity before we release any personal data to you.
- Rectification or erasure. You have the right to request that we rectify or delete any personal data that we hold about you (unless we have the legal right or obligation to retain it).
- Restriction. You have the right to restrict your use of personal information if the data is inaccurate, our use of the information is unlawful or if we no longer need to use the data for the purposes for which we hold it.
- Change of preferences. You can change your data processing preferences at any time. For example, if you have given your consent to direct marketing, but have changed your mind, you can opt out of receiving marketing communications by contacting us using the details provided below or clicking the "unsubscribe" link in any communication you receive.
- Automated decision making. If you have any questions in respect of our automated decision-making processes or the accuracy of them, please let us know, or to change your preferences, please see above.

PLTW does not share any information with third parties except as stated in this Privacy Policy, as required by law, as needed to protect the rights of others, or to enforce the terms of use for the Site.

Third Party Websites

Any information PLTW collects from its donors is used by PLTW for internal purposes only, such as program implementation, tax reporting, legal compliance, or budgeting, and is shared with board members, staff and third parties for these purposes only. Otherwise, donor information shall be kept strictly confidential by Project Lead The Way, its board members, staff and volunteers, unless permission is obtained from individuals or organizations to release such information. Project Lead The Way is committed to respecting the privacy of its donors.

Protecting Children's Privacy

As a service provider to educational institutions, PLTW is committed to protecting the privacy of children, including any children under the age of 13.

- We adhere to the Children's Online Privacy Protection Act, (COPPA), and do not knowingly register or otherwise collect personally identifiable information from any child under the age of 13 without the prior verifiable consent of the child's parent or guardian.
- Any student information collected by PLTW on or through the Site is collected solely for the benefit of such students and their school systems. Schools that we contract with obtain consent from the parent or guardian of the child, authorizing PLTW to collect and use the child's personally identifiable information for purposes of the PLTW program.
- Parents/guardians may receive, upon written request, a description of the types of personal information collected on the Site; an opportunity to review their child's personal information and/or have the information deleted; and may revoke permission for further use or online collection of a child's personal information.
- Subject to any legal and/or regulatory record keeping requirements, PLTW retains personal information collected from a child for only as long as is necessary to fulfill the purpose for which it was collected and deletes such personal information using reasonable measures to protect against its unauthorized access or use.
- PLTW uses the following method to confirm parental permission for children to use the Site: Program Participants agree to obtain verifiable consent from the parents/guardians of all students to the collection and use of personal information provided through and on PLTW websites or related applications and software and use of school internet resources.

PLTW will use the same method to confirm parental permission as required by other laws, including the California Consumer Privacy Act.

Retention

PLTW retains personally identifiable information only as long as it is needed for permissible business purposes, as required by law, and in accordance with record retention policies. Upon

- Data portability. You have the right to obtain personal data we hold about you, in a structured, electronic format, and to transmit such data to another data controller, where this is (a) personal data which you have provided to us and (b) if we are processing that data on the basis of your consent (such as your marketing preference information) or to perform a contract with you (such as to manage your online account).
- Complaints. If for any reason you are not happy with the way that we have handled your personal data, please contact us. If you are still not happy, you have the right to make a complaint to the Information Commissioner's Office.

To exercise any of the rights mentioned above, please send an email to support@wordart.com (<mailto:support@wordart.com>).

If you ask us to stop processing your personal information in a certain way or erase your personal information, and this type of processing or information is needed to facilitate your use of the Website or is required to enable us to provide you with a service (such as to manage your online account), you may not be able to use the Website or the service as you did before.

This does not include your right to object to direct marketing which can be exercised at any time without restriction. Please allow at least 3 working days for your request to be actioned.

The rights mentioned above do not extend to non-personal data.

HOW YOU CAN PROTECT YOUR CHILD'S INFORMATION

We do not knowingly collect information from children under the age of 16. If you become aware that your child or any child under your care has provided us with information without your consent, please send an email to support@wordart.com (<mailto:support@wordart.com>).

WHAT ARE COOKIES? WHY DO WE USE THEM?

We use certain tools, such as cookies, to collect data about your visit to the Website such as device ID or unique identified, device type, computer and connection information, statistics on page views, traffic to and from the Website, referring URL, Internet Protocol ("IP") address and standard web log information.

A cookie is a small text file that is used to store information on your browser or your computer's hard drive when you visit a website, such as the Website. A cookie does not contain information that identifies a person, but it allows for the linking of your computer to the information provided by you on the Website (such as, for example, linking your IP address and other information about your experience on the Website to your preferences expressed while choosing services and purchasing products offered through the Website).

Cookies are disseminated by servers and no one may gain access to information contained therein. The information stored in cookies is gathered directly and automatically by the Website and is processed in an aggregate and anonymous manner.

The use of cookies and other automatic data collection tools is necessary for the proper functioning of the Website and its services. However, you can block cookies by activating the setting on your browser that allows you to refuse the setting of all or some cookies. If you block all cookies (including essential cookies), WordArt.com cannot ensure that all web pages of the Website will be displayed and/or that certain services will be supplied.

We use the following types of cookies:

- **STRICTLY NECESSARY COOKIES:** These cookies are essential in order to enable you to browse the Website. Without these cookies, services offered by the Website (such as use of the shopping bag or access to your order history) cannot be provided.
- **ANALYTICAL COOKIES:** These cookies are used to measure and analyse how the visitors use the Website (for example site traffic, total sales through the Website, the pages visitors go to most often and pages from which the visitors get error messages) in order to continuously improve the Website and the shopping experiences offered through the Website. All information collected by these cookies is in an anonymous form (even if passed onto third parties) and are not used to identify you.
- **FUNCTIONALITY COOKIES:** These cookies are not necessary for the functioning of the Website but allow the Website to remember the choices and/or the preferences (such as your username, language or the region you are located) in order to offer you some advanced, simplified and personalised features.
- **TARGETING AND ADVERTISING COOKIES:** Targeting and advertising cookies may be used to deliver personalised advertisements that are more relevant to you and your interests. These cookies may collect quite detailed information about your browsing habits through the Website, such as products you have clicked on or put in your shopping bag. These cookies allow us to personalise any direct marketing communication (i.e. email) or to limit the number of times you see an advertisement or to help us to measure the effectiveness of our advertising campaigns. They also may enable us (or third-party advertising services we work with) to track the actions of users online over time and across different websites or platforms to measure statistics of our marketing efforts, and to deliver electronic advertisements that may be more relevant to individual consumers and that will improve the overall consumer experience. We do not currently respond to web browser "do not track" signals or other mechanisms that provide a method to opt out of the collection of information across the networks of websites and online services in which we participate. If we do so in the future, we will describe how we do so in this Privacy Policy.
- **THIRD PARTY COOKIES AND SOCIAL MEDIA ACCESS:** Please note that if you share content from the Website through third party websites (i.e. social networking websites) you may be sent cookies from these websites. This occurs where you choose to log in to our Website using your social media profile information. Your activity on our Website then becomes subject to the privacy policies of those other social media websites/services. We do not control the setting of such cookies and encourages you to refer to the relevant social media provider's websites for more information about their cookies and how to manage them. You should also look at the privacy policies of those websites and how they handle information to which they gain access as a result of your decision to log into our Website using your social media profile information.

For more detailed information about cookies and how they can be managed and deleted, please visit www.allaboutcookies.org.

HOW WE CAN MAKE CHANGES TO THIS POLICY

We will notify you of changes to this Privacy Policy by posting the amended terms on the Website.

If you do not agree to the new terms of this Privacy Policy, you should stop using the Website, and if you are a registered user, you may cancel your account with us within the thirty (30) day period by contacting us at support@wordart.com (<mailto:support@wordart.com>). Your account will be closed and you will not be bound by the new terms. You may also ask us to delete your information (as mentioned above).

Otherwise, continued use of the Website after the effective date of changes constitutes acceptance of the new terms of this Privacy Policy.

WOULD YOU LIKE TO KNOW MORE?

Questions, comments and requests regarding this Privacy Policy are welcomed and should be addressed to support@wordart.com (<mailto:support@wordart.com>).



(<https://studentprivacypledge.org/privacy-pledge/>).

Privacy Policy

For US users

This policy is for users of Book Creator in the US. We have chosen to provide a US specific policy so that we can refer to legislation such as COPPA and FERPA, whereas the [non-US policy](#) ([/pp-row](#)) is written in the language of GDPR. Your rights and data privacy are equivalent across the policies, and the features and behaviour of Book Creator are consistent across geographies. We just wanted to make the policy easier to read!

Book Creator is run by **Tools for Schools, Inc.** (we, us, our) and we collect and use information in order to run and manage Book Creator. This policy sets out how we do this and applies to anyone who uses Book Creator, whether by uploading book content or creating and using an account. Please read it carefully and if you are under 13, please ask a parent or guardian to read it for you.

Who do we collect information from?

We may collect information from teachers, parents, family members, guardians and students who create an account with Book Creator or upload content to Book Creator. We might also collect anonymous information about users before accounts are created or content is uploaded.

What information do we collect about you?

We may collect the following personal data about you:

- Your name, email address, a password and the school that you are from. You provide this information when you sign up for a Book Creator account.
- Information you choose to send to us, for example in an email.
- Any other personal data that you upload as book content. This may include:
 - text which includes information about you;
 - a video or photo which shows you; and/or
 - audio files which include information about you.
- Some technical information about how you use Book Creator, for example the type of device you are using, your operating system, IP address, uniform resource locator (URL), clickstream and length of visit.

- If you sign into Book Creator using a Google or Office 365 account, we will receive your full name and profile picture from your account provider.
- Sometimes we might be given personal data about you by someone else who is using Book Creator. For example, someone might upload a photo of you to one of their books. It is that person's responsibility to make sure that you don't mind them doing this.

We will only collect the minimum data necessary to run and manage Book Creator.

How do we use your information?

We use information about you to:

- provide Book Creator and make sure you can use it properly and effectively;
- manage and administer your account and the books that you create;
- respond to any questions, requests or complaints we receive from you;
- communicate with you about Book Creator if we need to;
- investigate potential illegal activities on Book Creator;
- analyse use of Book Creator; and
- to improve Book Creator.

We will never use your information to target advertising at you based on your behavior. We will not build a personal profile of you other than for supporting authorised educational or school purposes, or as authorised by you (or by a parent or guardian if necessary). We also won't use your information for any purposes except those above without letting you know and getting your permission if necessary.

If you are a teacher or school we will work with you as far as we are legally able to accommodate your directions regarding our treatment of personal data belonging to your students, recognizing that the school may be in control of personal data relating to its students.

This includes adhering to a school's requests after Book Creator is no longer in use by a teacher or the school or after this policy is terminated or expires in relation to transfers of students' personal data, deleting students' personal data and making sure that any third parties that work in connection with Book Creator do the same, in each case subject to our legal requirements regarding the use, storage and transfer of such data. You can also request that we provide you with written confirmation of the deletion of your data.

For U.S educational institutions we will work with you to ensure mutual compliance with the Family Education Rights and Privacy Act (FERPA). FERPA is a Federal law that protects personally identifiable information in students' education records from unauthorized disclosure. It affords parents the right to access their child's education records, the right to seek to have the records amended, and the right to have some control over the disclosure of personally identifiable information from the education records. As a parent you may request to access or review your student's records at anytime by contacting your child's school directly.

Who do we share your information with?

We don't sell your information.

We don't share your information except:

- with third party service providers, such as hosting providers or an email service, so that they can provide services to us. In cases where we share student personal data with these third parties they will be obligated to comply with the commitments in this policy. We maintain a list of these [third party service providers](https://intercom.help/bookcreator/en/articles/3569521) (<https://intercom.help/bookcreator/en/articles/3569521>).
- if we have a legal obligation to disclose the information (for example, if a court orders us to).

- if another company buys our company, or if we go insolvent, or if we merge with another company, in which case the company that receives your information will protect the information in the same way we do. If we transfer our obligations under our terms of use to another company, this may mean that we need to transfer your personal data to that company. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end your contract with us within 30 days and if you do so, we will not transfer your data to that company.

Other people might be able to see book content that you create, as well as your name, if they are invited to view the books. For educational usage it is the teacher's responsibility to invite people to view books. People will be invited by a private link so the information cannot be viewed publicly unless someone chooses to make it public. Published books can be removed at any time by the teacher through Book Creator.

All information collected through Book Creator is stored in Google Cloud and hosted in the USA. We take reasonable steps to protect your personal data when it is transferred to Google Cloud. We have signed EU model contract clauses with Google. This means it safeguards your personal data appropriately. You can see a copy of the [model contract clauses](https://cloud.google.com/terms/eu-model-contract-clause) (<https://cloud.google.com/terms/eu-model-contract-clause>).

Information about other people

Sometimes you might want to upload information about other people to Book Creator as part of book content you create, for example, a photo or audio recording of someone else. Please do not do this unless you have that person's consent (or their parent's or guardian's consent, if applicable).

Security

We have strict security measures in place to try to protect your information and make sure that it is not lost, damaged or accessed by anyone who should not see it. Your data is transmitted securely over SSL and stored in Google Cloud using Google's security

model – <https://cloud.google.com/security> (<https://cloud.google.com/security>).

Additionally, we conduct regular security audits on these services and access to this data is restricted to only authorized employees of Tools for Schools with suitable training and background checks.

In the unlikely event of an unauthorized disclosure of your data we will notify you by email (or by telephone where possible) and act in accordance with our legal requirements to resolve such disclosure and prevent any future unauthorized disclosure.

Your rights

You can ask us for a copy of your personal information and we will try and send this to you as soon as possible (but within one month of receipt of the request).

You can also ask us to correct any information we hold about you that is inaccurate.

You can also ask us to delete your account and all associated personal data at any time.

You can also ask us to restrict our processing of your account (which means that we will only store your account data and not do anything further with it) in certain circumstances, such as where you think your account data is inaccurate and we need time to verify the data.

If you would like to exercise any of these rights, please email us at info@bookcreator.com (<mailto:info@bookcreator.com>).

Deleting information

We don't keep your information for longer than we need to for the purposes listed in this policy.

We will only keep your information for as long as your account is open and you can ask us to delete your account and all associated personal data at any time.

We have the right, after notifying you to delete any books and information stored on bookcreator.com if you haven't used your account for over 12 months. You can download books at any stage and it is your responsibility to download books if you do not want to lose that content.

Cookies

Book Creator uses cookies to distinguish you from other users. The cookies we use are "analytics" cookies. These allow us to recognise and count the number of users we have and to improve Book Creator and your experience of using it. We may also use functionality cookies to recognise you when you use Book Creator. Some cookies are also used because they are necessary for the performance of Book Creator, for example cookies that allow you to log into Book Creator.

You can block cookies through your browser settings, but if you do you might not be able to use Book Creator properly.

Most cookies used expire when you close your browser, but some are stored for longer than this, for example cookies we use to remember your app settings.

Changes to this policy

From time to time we may need to change this policy. We will not reduce your rights under this policy, use your data for purposes not covered by it, or lessen the security of your data without your consent. We will post any changes within the policy, so you should check the policy regularly for any changes. If the changes are significant we will provide a more prominent notice within Book Creator and will provide you with advance notice of the changes by email.

Contact information



Privacy Policy

Plickers / Help Center

Updated: May 22, 2020

At Plickers Inc ("Plickers," "we," "us,"), we take seriously our responsibility to protect your privacy, and we have created this Privacy Policy to help you understand how we collect, use, disclose, and protect information collected through our website and our mobile application (collectively, the "Services"). Plickers may enter into an agreement with a school, school district, or state or local board of education ("School Agreement") to provide the Services for use in schools. The Services are made available to teachers (also referred to as "user" or "you") who may use them as an aid to classroom instruction. When using the Services in the classroom, teachers or the schools may provide certain information to us about their students. Where we have a School Agreement, we collect and use information about teachers and students only in the ways permitted by the applicable School Agreement. For more information about the information we collect from students, please see the Information Collected From Students section below.

By visiting or using the Services, you acknowledge that you accept this Privacy Policy. Remember that your use of Plickers' Service is also subject to the Terms of Service.

1. Information We Collect

- **Information you provide to us directly:** We may collect "Personal Information" that you provide when using the Services (which is information that identifies you as a specific individual, such as, for example, your name, email address, profile picture, and phone number), including when you register with the Services. We may ask for other information about

individuals, such as demographic information (such as ZIP, gender, and age). When we combine this type of information with Personal Information, we will treat the combined information as Personal Information under this Privacy Policy. You may also register using your credentials with certain third-party platforms, such as your Google name and password. Unless provided by the school pursuant to a School Agreement, we also ask teachers who use the Services to provide the first and last names of the students and the class names in order to create a classroom. In addition, you may use the Services to: (1) post curriculum-related questions and content; (2) view and respond to questions and content posted by other educators; and (3) monitor how your students respond to your questions. The Services may include the use of video features on your device to scan the Plickers cards used in your classroom. These videos may contain images of your students, but Plickers does not transmit, collect, or store these videos or images. The video data is processed on your mobile device so that the only data transmitted are the responses decoded from scanned Plickers cards.

- **Analytics information:** We automatically collect the Internet Protocol ("IP") address and Device Identifier associated with a user's device. A Device Identifier is a unique string of letters, numbers and/or other characters that is automatically assigned to your device by the device manufacturer. We may also collect additional information such as the time and date when you logged in, the browser type and version, the operating system of the device, the make and model of your device, installed plug-ins, the number of clicks you make and the actions you take within the Services, the pages you visit and the referring/exit pages and URLs ("Analytics Information"). We use third-party service providers to assist us in collecting and understanding Analytics information.
- **Location information:** When you access the Services, we also may access, collect, monitor, and/or remotely store location data regarding the location of your device. This location data may be derived from your IP address or collected from the GPS features of your mobile device. Location data allows us to understand the geographic distribution of individuals who use our Services, and we may pair that with your personal information in order to understand how our Services are used. When we do so, the combined information will be treated as Personal Information. Some features of the Services, particularly location-based services, may not function properly if use or availability of location data is impaired or disabled. To manage location services, check the settings on your mobile device or contact your mobile service provider or device manufacturer. Specific mobile applications may include additional terms that relate only to those apps.
- **Aggregated de-identified Information:** We may aggregate and de-identify information (by removing all Personal Information) collected from users and students. We store and use aggregated, de-identified information and Analytics information to demonstrate the effectiveness of our Services, including in the marketing of those Services, to develop and improve our educational products and Services, and for customized, adaptive learning purposes.

2. How We Use Information

We use the information we collect through the Services to: (a) create your account; (b) provide and communicate with you about the Services; (c) operate, maintain, enhance, and provide to you the features and functionality of the Services; (d) personalize content and remember your preferences; (e) monitor the effectiveness of our Services; (f) monitor aggregate metrics such as total number of visitors, traffic, and demographic patterns; (g) diagnose or fix issues with the Services; (h) update or improve the Services; (i) and for other legitimate interests disclosed at the time we collect the information or with your consent.

Users can create shared spaces for content and invite others, publish the space, or otherwise make the space visible to other users. When you're a member of a shared space, we identify you to other members using your email address and your basic profile information (name, username, and profile picture). When you invite another user to a shared space, we send them a notification by email that includes your basic profile information. Content in a shared space is available to all members of that space; if the space is published, content in it is available to all users. Users with access to content may share it with others or otherwise make copies of it. In certain cases, we display your basic profile information alongside content you've contributed or edited.

Users may choose to make their profile public by selecting a username. When your profile is public, we display your basic profile information (name, username, and profile picture) to users who view your profile, and may use your profile and published content in promotional materials. To protect your privacy, we do not display your email address in your public profile. When you publish a shared space, we make that space visible to other users, and associate it with your profile. On your profile, we may list shared spaces you've published, as well as other public actions you've taken, such as reviewing, commenting on, or following other users or shared spaces.

We also may use your email address to send you newsletters, promotions and special offers. We do not send any such messages to students. If you do not want to receive such email messages, you will be given the option to opt-out or change your preferences. However, regardless of your email preferences, you may not opt-out of system-related messages or messages pertaining to your account. For more information about opting out of communications, please refer to the "Your Choices about Your Information" section of this Privacy Policy.

If you ask us to invite a friend to join the Services, we may send an invitation to them by email. The invitation may include your basic profile information for the purpose of identifying you as the sender. We'll store the email address you provide for this invitation for the sole purpose of sending the invitation. If you've been invited in this way and would like us to delete your information, contact us at help@plickers.com.

3. Technologies Used

To collect Analytics information, we use a variety of technologies:

- **Cookies:** Cookies are small data files containing a string of alphanumeric characters sent by a website and stored on the computer or device at the request of that site. Cookies store information related to the browser to enable us to recognize the browser on return visits to the Services and to remember your preferences. Most browsers can be set to detect browser cookies and to let you reject them, but refusing cookies may make it difficult to use the Services, as some areas of our website may not work properly when cookies are disabled. To learn more about browser cookies, including how to manage or delete them, refer to the Tools, Help or similar section of your Web browser.
- **Pixel tags:** A pixel tag (also referred to as a “clear gif” or “web beacon”) allows us to anonymously track the online usage patterns of the Services and to understand which emails are opened and which links are clicked. This information allows for more accurate analysis and improvement of the Services.
- **HTML5 local storage:** HTML5 local storage is another way that browsers can distinguish your device from others as well as remember data that may be important for the functioning of the website. Typically HTML5 local storage is only deleted if all Internet history, cache, and cookies are deleted. You should check your browser software for how to delete HTML5 local storage in your particular case.
- **E-tags:** E-tags are used to prevent duplicative downloading of content to your browser, which can enhance browser performance. E-tags use unique identifiers for content that can also be used to distinguish your browser in certain instances from others. Typically e-tags are only deleted if all Internet history, cache, and cookies are deleted. You should check your browser software for how to delete e-tags in your particular case.

4. How We Disclose Your Information

We may share non-Personal Information, including, without limitation, aggregated information, de-identified information, and Analytics Information, with third parties in our discretion, unless prohibited by applicable law or School Agreement. We do not share Personal Information with third parties except as stated in this Privacy Policy or as described to you at the time that the information is collected or otherwise with your consent. We may disclose Personal Information for the following purposes:

- **Third-Party Service Providers:** We may share personal information with third-party service providers for the purpose of providing the Services. For example, we may disclose information to third parties that provide data storage and support features, customer communication and support, online hosting, data analytics, and other services. Those service providers are given access to information only as is reasonably necessary to deliver, maintain, and improve the Services. We require these contractors to maintain the privacy and security of the information, and they are subject to applicable laws.

- **In the event of a change of control or reorganization:** In the event of a sale, merger, divestiture, reorganization, assignment, bankruptcy, financing, dissolution or other business change or transaction, information may be transferred as part of such business change or transaction, including during the course of any due diligence process, but will remain subject to the terms of this Privacy Policy.
- **Compliance with law and protection of rights:** Regardless of any choices you make regarding your information, we may share your information (this may include information about students only if permitted by applicable law and any applicable School Agreement) where we believe in good faith that disclosure is necessary to (a) comply with laws or the reasonable requests of law enforcement or to respond to subpoenas or judicial orders; (b) enforce our Terms of Service or to protect the security or integrity of our Services; and/or (c) exercise or protect the rights, property, or safety of Plickers, you, or other third parties.
- **Interaction with other users:** When you interact with other users on the Services, we may identify you to them using limited personal information. Please see the How We Use Information section for more details on how we disclose your information when you interact with other users.

5. How We Store and Protect Your Information

- **Storage and Processing:** Your information (or information about students) collected through the Services may be stored and processed in the United States or any other country in which Plickers or its third-party service providers maintain facilities, to the extent permitted by any applicable School Agreement.
 - If you are located in the European Union or other regions with laws governing data collection and use that may differ from U.S. laws, please note by using the Services, you expressly consent to the transfer, processing, and storage of information to the U.S. or any other country in which Plickers or its third parties maintain facilities and to the use and disclosure of information as described in this Privacy Policy.
- **Keeping your information safe:** Plickers cares about the security of Personal Information and uses commercially reasonable safeguards to preserve the integrity and security of all information collected through the Services. The Internet, however, is not perfectly secure, and we cannot fully eliminate security risks associated with the storage and transmission of your information.
 - In the event of a security breach, we will send a notification to the relevant supervisory authorities, no later than 72 hours of becoming aware of them.
- **Data Retention:** Following termination or deactivation of your account, Plickers will retain Personal Information about teachers and students for a limited time period, but no longer than 120 days or as permitted by an applicable School Agreement and in accordance with applicable law, after which time we delete and destroy your Personal Information, as well as

any Personal Information about students. We also delete Personal Information and other data when required by a School Agreement.

- However, Plickers may maintain aggregated, de-identified, or other non-personal data, including curriculum or other content you may have provided when using the Services as long as needed for our business purposes.
- If you would like to download a copy of your information prior to deletion, please email us at help@plickers.com.

6. Your Choices About Your Information

- **Access to or removal of your information:** You may access and amend your account information, as well as information about your students, at any time by accessing your account page within the Services. If you would like to access and amend or correct Personal Information about students, please email us at help@plickers.com. In addition, at any time, you may send a written request to have the information you provided to Plickers deleted, and we will comply with the request within a reasonable time frame unless prohibited by law or our contract with an applicable School Agreement through which you have set up your account. Note we cannot guarantee removal of the content you've shared, as that content may have been re-shared or otherwise copied by another user. However, if you'd like to prevent your Personal Information from being displayed alongside that content, you can delete your Plickers account. If you have any questions about reviewing or modifying your account information, you can contact us directly at help@plickers.com.
- **Communication Settings:** You can stop receiving promotional email communications from us by clicking on the "unsubscribe link" provided in all such communications. We make every effort to promptly process all unsubscribe requests, but please note that you may continue to receive emails for a time while our system updates your request. You may not opt-out of Service-related communications (e.g., account verification, changes/updates to features of the Services, technical and security notices, communications regarding your account). If you have any questions about promotional email communications, you can contact us directly at help@plickers.com.
- **How We Respond to "Do Not Track" Signals:** Some Internet browsers may be configured to send "Do Not Track" to the online services that you visit. There is no consensus among industry participants as to what "Do Not Track" means in this context. Like many websites and online services, the Services does not alter their practices when they receive a "Do Not Track" signal from a visitor's browser. To find out more about "Do Not Track", please visit <https://www.allaboutdnt.com>.

7. EU – U.S. Privacy Shield and Swiss – U.S. Privacy Shield

Plickers complies with the EU – U.S. Privacy Shield Framework and Swiss – U.S. Privacy Shield Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and

retention of personal information transferred from the European Union and Switzerland to the United States. Plickers certified to the Department of Commerce that it adheres to the Privacy Shield Principles. If there is any conflict between the terms in this privacy policy and the Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Privacy Shield program, and to view our certification, please visit <https://www.privacyshield.gov/>.

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

Plickers' accountability for personal data that it receives under the Privacy Shield and subsequently transfers to a third party is described in the Privacy Shield Principles. In particular, Plickers remains responsible and liable under the Privacy Shield Principles if third-party agents that it engages to process the personal data on its behalf do so in a manner inconsistent with the Principles, unless Plickers proves that it is not responsible for the event giving rise to the damage.

If you have questions or concerns regarding our privacy practices please contact us at privacy@plickers.com.

If you have contacted Plickers support and your privacy or data concern has not been satisfactorily addressed, please contact our U.S.-based third-party dispute resolution provider, free of charge here: <https://www.jamsadr.com/eu-us-privacy-shield>.

Finally, under limited circumstances, you may invoke binding arbitration when other dispute resolution procedures have been exhausted. More information can be found on the Privacy Shield website.

8. GDPR Compliance

The EU's General Data Protection Regulations (GDPR) took effect on May 25, 2018, and we are fully behind the spirit of these regulations for a safe and secure Internet. We aspire to embrace privacy by design and, whenever possible, to not collect and store personally-identifiable information. Overall, we aim for privacy by default: if data collection is not integral to the way our product works, then we won't collect it.

9. Other Websites and Services

Our Services may contain links to third-party websites. Those links are provided for your convenience, and our inclusion of those links does not suggest an endorsement by Plickers. We have no control over, do not review, and are not responsible for these other websites, their

content, or any goods or services available through the websites. Please remember that when you use a link to go from the Services to another website, our Privacy Policy does not apply to third-party websites or services. Your browsing and interaction on any third-party website or service, including those that have a link or advertisement on our website, are subject to that third party's own rules and policies, and we encourage you to read them.

10. Social Network Widgets

Our website may include social network sharing widgets that may provide information to their associated social networks or third-parties about your interactions with our web pages that you visit. Information may be 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 sites, you should read their privacy disclosures, to learn how they collect, use, and share information.

If you choose to share content or to otherwise post information through the Services to a third-party social networking site, or vice versa, that information may be publicly displayed. Similarly, if you post information on a social networking site that references Plickers, for example, by using a Twitter hashtag associated with Plickers in your Tweet), your post may be published in the Services in accordance with the terms of that social networking site. Also, both we and the social networking site may have access to certain information about you and your use of the Services and the social networking site. In addition, we may receive information about you if other users of a social networking site give us access to their profiles and you are connected to them or information about you is otherwise accessible through your web page, profile page, or similar page on a social networking site. If you choose to log in through a social networking site, we may collect Personal Information including your name and email address. The information we collect in connection with social networking sites is subject to this Privacy Policy. The information collected and stored by the social networking sites remains subject to their privacy practices, including whether the social networking site continues to share information with us, the types of information shared, and your choices with regard to what is visible to others on that social networking site.

11. Information Collected From Students

Plickers strives to collect as little personal information about students as possible. We use this information solely to provide and improve our service.

We do not ask students to provide their name, address, phone number, location, photo, or any other type of directory or biometric data. We do not allow students to make any information publicly available through our service.

We do not sell information about students to anyone, including advertisers.

When students use Plickers cards:

- We collect nothing but the answers they submit in response to multiple-choice questions.
- The Plickers app processes images locally and immediately discards them, so images are not transmitted, collected, or stored in any way.

When students use my.plickers.com:

- When a student enters their unique code into Plickers, we send the code to our server and use it to associate the student's device with the correct student record in your class.
- We collect only:
 - Unique student code
 - IP address
 - Session token
 - Online status/presence
 - Basic usage data
 - Referrer information
 - User-Agent information
 - Answers submitted in response to multiple-choice questions

Your rights as a teacher or school official with regard to information collected about students:

- You have the right to review the personal information we've collected about your students.
- If you would like us to stop collecting or using information about a student, or have a student's data deleted, please contact us at help@plickers.com at any time.

We contract with third-party service providers to help us provide the Plickers service. Third-party service providers are not permitted to use information about students for their own purposes.

In rare cases, we may be required to disclose personal information about students to third parties. We only do so in the following cases:

- as required by a School Agreement
- as directed by a school official
- as required by applicable law

If you would like to correct or delete any information associated with your account, please contact us at help@plickers.com.

12. Future Changes to Our Privacy Policy

Plickers reserves the right to make changes to this Privacy Policy and will notify you of material changes by posting the Privacy Policy on our Services. We may also provide notice to you in other ways in our discretion, such as through contact information you have provided. Any changes will be effective immediately upon the posting of the revised Privacy Policy unless otherwise specified. We will not use your Personal Information in a manner materially different from the Privacy Policy in effect at the time we collected your Personal Information without your consent. However, you may need to consent to the new or revised policy in order to continue to access or use the Site.

13. Contacting us

If you have any questions about this Privacy Policy or the Services, please contact us at help@plickers.com.

To reach our Data Protection Officer, please email us at dpo@plickers.com.

If you are a resident of the EEA and you want to raise a question to Plickers Inc., or otherwise exercise your rights in respect of your personal data, please contact our European Representative "DPR Group". You can send an email to DPR Group at plickers@dpr.eu.com or contact them on our online webform at www.dpr.eu.com/plickers.

Previous article

[What is Plickers Pro?](#)

Next article

[Content Policy](#)

Was this article helpful?

☒ Yes

☐ No

[Classes and Students](#)

[Plickers Cards](#)



Close x

[Home](#)[Library](#)[School Edition](#)[Products ▾](#)[Log in](#)[Sign up](#)

Terms of Service

Last Updated: July 31st, 2015

TypingClub.com is a product offered by EdClub, Inc., doing business as TypingClub ("TypingClub", "we", or "us"). TypingClub offers both a limited service ("Individual Edition") and a licensed service made available through your school ("School Edition" and collectively with Individual Edition, "Services"). The School Editions are available as a free supported version ("School Edition Basic") and a fee-based version with ads ("School Edition Pro").

The following terms of service ("Terms") apply to all of our Services. By accessing our website and using our Services you acknowledge that you have read and understand these Terms, and agreed to be bound by these Terms and our Privacy Policy. **If you do not agree with these Terms, please discontinue use of the Services.** TypingClub may revise these Terms from time to time at our sole

discretion. We will provide notice to you if we determine, in our sole discretion, that any revision that we make to the Terms is material to you. By continuing to use the Services or access the TypingClub website, you agree to be bound by the revised Terms.

[Close x](#)

Grant of License

Subject to the terms provided herein, TypingClub grants you a non-exclusive, non-transferable license to use the Services. TypingClub reserves the right to update or modify the Services at any time from time to time in its sole discretion, including without limitation to increase or change the functionality of the Services.

[Home](#)[Library](#)[School Edition](#)[Products ▾](#)[Log in](#)[Sign up](#)

Privacy

Any information that you provide to TypingClub is subject to our Privacy Policy, which governs our collection and use of your information.

Registration

To the extent that we require you to register to access the Services, you agree to provide us with accurate and complete registration information and to register using your real name. Except when a school official registers students for use

of one of the School Editions, each registration shall be for your persona only and not on behalf of any other person or entity. You shall not permit other person to use your registration access the Services, and you are responsible for all use of the Services under your registration information.

Close x

Use of the Services by Children

Our Individual Edition is not directed users under 13 ("Children" or "Child" you must be 13 years of age or older to register an account to use the Individual Edition. If you become aware that your Child has provided us with personal information without your consent, please contact us at support@typingclub.com and if we become aware that a Child has provided us with personal information through the Individual Edition without the parents' consent or consent of a legal guardian, we will take steps to delete the information and terminate the Child's account.

Children may use our School Editions provided that a school official consents to such use on the parent's behalf in a manner consistent with the Children's Online Privacy Protection Act. School officials may revoke at any time their consent to allow Children to use the

[Home](#)[Library](#)[School Edition](#)[Products ▾](#)[Log in](#)[Sign up](#)

School Edition. Furthermore, upon parents' or a legal guardian's request will provide a description of the personal information we collect and give parents and legal guardians the opportunity to review their Child's personal information or have such information deleted. To do so, please contact us at support@typingclub.com.

[Close x](#)

Special Terms for School Officials

This Section is applicable only to users who are school officials, including teachers, who are accessing School Edition Basic and School Edition Professional in connection with the use of the School Editions by students at the school official's school or institution. You hereby acknowledge that you may have access to additional content and portions of the TypingClub website that may not be otherwise accessible to student users that may include information about individual student users. You agree that you will access and use such information and the School Editions only in compliance with all applicable laws and to the extent necessary to perform your services as a school official or teacher at your institution. You may not disclose such information except in connection with the foregoing, as otherwise

[Home](#)[Library](#)[School Edition](#)[Products ▾](#)[Log in](#)[Sign up](#)

permitted herein, or as permitted in a separate agreement between TypingClub and you or your school or institution.

[Close x](#)

Restrictions on Use or Access

The Service and all content (the "Content") on the TypingClub website is the proprietary intellectual property of TypingClub and may be subject to copyright protections. Except as expressly permitted herein, you may not and nor may you assist other parties to, (a) use, copy, modify or create derivative works of the Services or Content or any part thereof, (b) distribute or transfer the Services or Content or any part thereof, sublicense your right to use the Services or Content, (c) reverse-engineer, disassemble, or attempt to derive the source code of the Services or Content or any part thereof, or (d) attempt to disable or circumvent any security or access control mechanism related to the Services or Content. The Content contained within the TypingClub website and software may not be used for any illegal purpose or for any purpose in breach of these Terms. You may not access our networks, computers, or servers or Content in any manner that could damage, disable, overburden, or impair them, or interfere with any other person's

[Home](#)[Library](#)[School Edition](#)[Products ▼](#)[Log in](#)[Sign up](#)

use and enjoyment of our Services. You may not attempt to gain unauthorized access to any Content, other account computer systems, or networks accessed through the Services.

[Close x](#)

Cancelling Service

If you are a user of the Individual Edition, you may cancel the service by simply going to "Settings" and selecting "Delete Account" to delete your account in its entirety. By selecting to delete your account, all of your personal information related to that account will be deleted.

[Home](#)[Library](#)[School Edition](#)[Products ▾](#)[Log in](#)

Termination

TypingClub may suspend or terminate your account and your use of the Service and Content at any time and for any reason at TypingClub's sole discretion. TypingClub may terminate these Terms if they apply to you at any time and for any reason. Upon your receipt of a notice of termination from TypingClub, you must immediately cease use of the Service. Sections 9-13 of these Terms shall survive the termination or expiration of these Terms for any reason.

[Sign up](#)

Warranty Disclaimer

The Services are provided "AS-IS". TypingClub and its licensors expressly disclaim any warranties with respect to the Services and Content, including without limitation, any statutory or implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. TypingClub does not warrant that the Services will meet your requirements, that the operation of the Services will be continuous or error-free, that the Services will operate as intended or at all under all conditions, that any defects in the Services will be corrected by licensor, or that our website will be virus-free. We expressly disclaim any responsibility or liability for any damages caused by viruses introduced onto your computer via our Services.

[Close x](#)[Home](#)[Library](#)[School Edition](#)[Products ▾](#)[Log in](#)[Sign up](#)

Limitation of Liability and Indemnification

In no event shall TypingClub or its licensors be liable to you or any other entity for indirect, special, incidental, punitive, or consequential damages (including, but not limited to, damage related to lost profits, loss of data, or of use) in connection with these Terms of the Services, and the Content, even if TypingClub has been advised of the

possibility of such damages or losses. TypingClub's (and its licensors') liability connection with these Terms, the Services, and the Content shall not exceed the amount actually paid by you to TypingClub for the use of the Service during the prior six months. You shall defend, indemnify, and hold harmless TypingClub, its affiliates, employees, officers, directors, contractors, and agents from and against any and all claims or losses imposed or incurred by, or asserted as a result of relating to: (a) any noncompliance by you with these Terms; (b) your use of the Services; and (c) any third-party allegations (whether such allegations be false, fraudulent, or groundless) regarding (a) or (b) above.

Close x

[Home](#)[Library](#)[School Edition](#)[Products ▾](#)[Log in](#)[Sign up](#)

Governing Law

These Terms and your acceptance thereof shall be deemed made in, governed by, performed in, and construed and enforced in accordance with the laws of the State of Maryland, U.S.A., without giving effect to its conflicts of laws provisions or principles. Any action, suit, or other proceeding arising under or relating to these Terms shall be brought in a court of competition jurisdiction in Maryland and you hereby consent to the sole jurisdiction of such courts. You agree

that any proceedings to resolve or litigate any dispute will be conducted solely on an individual basis and you shall not participate in any class action against TypingClub or join or consolidate any claims that you have against TypingClub with the claims of any third parties. You also agree to waive the right to litigate disputes in court before a jury.

[Close x](#)

Notices

You shall send any notices regarding disputes or other communications to TypingClub by certified or registered mail to the following address: 1701 Pennsylvania Avenue, NW, Suite 200 Washington, DC 20006. TypingClub may provide notices to you using any means reasonably calculated to provide you with actual notice, including email.

[Home](#)[Library](#)[School Edition](#)[Products ▾](#)[Log in](#)[Sign up](#)

Miscellaneous

Except to the extent otherwise set forth in a written and signed agreement between you and TypingClub, these Terms and our Privacy Policy constitute the entire agreement between TypingClub and you regarding the Services. These Terms supersede any prior contract or statements regarding your use of the Services. Notwithstanding the foregoing, if you have confidential



[LEGO.com](#) > [Legal](#) > [Notices & Policies](#) > **Legal Notice**

Legal Notice

[Read our Privacy Policy](#)

[Read about Fairplay](#)

[Fairplay brochure](#)

[Terms of Use for Apps](#)

[Cookies](#)

[Responsible Disclosure Policy](#)

Please read these Terms and Conditions carefully before using the Site. By using this Site you signify your consent to these Terms and Conditions. If you do not agree to the Terms, please do not use the Site.

The Site is owned and operated by LEGO A/S, a corporation incorporated under the laws of Denmark, having its principle office in Denmark. LEGO A/S maintains the Site for your personal entertainment and information. Please feel free to browse the Site. You may download material displayed on the Site for non-commercial, home personal use only, provided you keep intact all copyright, trademark and other proprietary notices. You may not, however, copy, reproduce, republish, upload, post, transmit or distribute in any way the contents of this Site including the text, images, audio and video for public or commercial purposes, without written permission from LEGO A/S. For services provided by the LEGO Group on shop.LEGO.com, a LEGO Group entity may act as local merchant for the shop.LEGO.com business. The LEGO Group entity acting as merchant will be clearly stated on the local shop.LEGO.com site.

Terms and Conditions

1. You should assume that everything you see or read on this Site is protected by copyright unless otherwise stated and may only be used according to these Terms and Conditions. LEGO A/S does not warrant or represent that your use of materials displayed on this Site will not infringe rights of third parties not owned by or affiliated with LEGO A/S. Images are either the property of, or used with permission by, LEGO A/S. The use of these images by you, or anyone else authorized by you, is prohibited unless specifically

- permitted by these Terms and Conditions. Any unauthorized use of the images may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.
2. LEGO A/S uses reasonable efforts to include accurate and up-to-date information on the Site. However, LEGO A/S makes no warranties or representations as to the accuracy of the information. LEGO A/S assumes no liability or responsibility for any errors or omissions in the contents of this Site.
 3. Furthermore, your use of and browsing in this Site is at your risk. Neither LEGO A/S nor any other party involved in creating, producing or delivering the Site is liable for any direct, indirect, incidental, consequential or punitive damages arising out of your access to, or use of, the Site. Without limiting the foregoing, everything on the Site is provided to you "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. Please note that some of the jurisdictions may not allow the exclusion of implied warranties, so some of above exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding the exclusion of implied warranties. LEGO A/S also assumes no responsibility and shall not be liable for any damages to, or viruses that may infect, your computer equipment or other property on account of your access to, use of, or browsing in the Site or your downloading of any materials, data, text, images, video, or audio from the Site.
 4. Any communication or material you transmit to the Site by electronic mail or otherwise, including any data, questions, comments, suggestions, or the like is, and will be treated as, non-confidential and non-proprietary. Anything you transmit or post may be used by LEGO A/S or its affiliates for any purpose, including but not limited to reproduction, disclosure, transmission, publication, broadcast, and posting. Furthermore, LEGO A/S is free to use any ideas, concepts, know-how, or techniques contained in any communication you send to the Site for any purpose whatsoever, including but not limited to developing, manufacturing, and marketing products using such information.
 5. The trademarks, and logos, displayed on the Site, are trademarks of the LEGO Group. Nothing contained on the Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark displayed on the Site without the written permission of the LEGO Group or such third party that may own the trademarks displayed on the Site. Regarding use of the trademarks, see the [LEGO Group FairPlay Policy](#).
 6. The LEGO Group has not reviewed all of the sites linked to the Site and is not responsible for the contents of any off-site pages or any other sites linked to the Site. Your linking to any other off-site pages or other sites is at your own risk.
 7. This Site may contain links to other Web sites operated by third parties other than the LEGO Group. Such links are provided for your convenience only. The LEGO Group does not control such Web sites and is not responsible for their content. The fact that this Site contains links to other sites does not mean that the LEGO Group approves of, endorses or recommends those sites, nor does it imply any association with their operators. The LEGO Group disclaims all warranties, express or implied, as to the accuracy, legality, reliability or validity of any content on any other site and disclaims all responsibility for any loss, injury, claim, liability or damage of any kind resulting from any third party Web sites or content therein directly or indirectly accessed through links in this Site.
 8. The LEGO Group may at any time revise these Terms and Conditions by updating this posting. You are bound by any such revisions and should therefore periodically visit this page to review the current Terms and Conditions to which you are bound.

Flocabulary® Privacy Policy

For a printable version of this Privacy Policy, please click [here](#).

If you are purchasing subscriptions to Nearpod, please refer to Nearpod's Privacy Policy, [here](#).

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](#).
- We've reaffirmed its commitment to privacy, by signing Pledge 2020.

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) 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@nearpod.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.

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 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.

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 Nearpod at:

Nearpod 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:

Nearpod 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:
 - Otherwise use your personal information, internally, in a lawful manner that is compatible with the context in which you provided the information.
 - Comply with an existing legal obligation; or
 - Enable solely internal uses that are reasonably aligned with your expectations based on the your relationship with us;
 - 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;
 - Comply with the California Electronic Communications Privacy Act;

- 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;
 - Debug to identify and repair errors that impair existing intended functionality;
 - Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity; or prosecute those responsible for that activity;
 - 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;
- *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., a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, social security number, driver's license number, passport number, or other similar identifiers)
For Educator Flocabulary Users:

- First and Last Name, Email Address, IP Address

For Student Flocabulary Users:

- First name and first initial of last name OR Nickname, IP Address

Information that identifies, relates to, describes, or is capable of being associated with, a particular individual, including, but not limited to, his or her name, signature, social security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information
For Educator Flocabulary Users:

- First and Last Name, District of employment and School assignment, title/position (e.g. admin or teacher);
- [If you are the account administrator]: Address where to send Invoices, Telephone number; and
- [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.

For Student Flocabulary Users:

- First name and first initial of last name

Commercial information (e.g., records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies)
For Educator Flocabulary Users:

- Prior Flocabulary Materials purchases and/or prior Flocabulary purchases

For Student Flocabulary Users:

- N/A

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)For Educator Flocabulary Users:

- Click-stream data, IP address

For Student Flocabulary Users:

- User-generated content

Audio, electronic, visual, thermal, olfactory, or similar informationFor Educator Flocabulary Users:

- To the extent the feature is used, voice recording.

For Student Flocabulary Users:

- To the extent enabled by the Educator Flocabulary User: student voice recording.

Professional or employment-related informationFor Educator Flocabulary Users:

- District of employment and School assignment, title/position (e.g. admin or teacher).

For Student Flocabulary Users:

- N/A

- *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

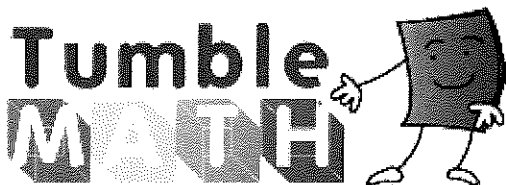
services, or providing similar services on behalf of the business or service provider;

- 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. 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 June 15, 2021. Effective date: August 1, 2021.

[HOME](#)[ABOUT](#)[PRICING](#)[ORDER NOW](#)[CONTACT US](#)

Privacy Policy

(Version 4.0, March 29, 2019)

Welcome to TumbleBooks Inc. ("TumbleBooks"). Please read the Privacy Policy carefully before accessing and using TumbleBookLibrary.com, TeenBookCloud.com, AudioBookCloud.com, Tumblebooks.com, RomanceBookCloud.com, TumbleMath.com and all subdomains thereof (hereinafter referred to as the "Service"). This page informs you of our policies regarding the collection, use and disclosure of personal data when you use our Service and the choices you have associated with that data.

TumbleBooks is committed to principles of Internet safety and respect for your privacy. TumbleBooks acknowledges responsibility and accountability for the protection of personal data collected from those who use our Service. We use your data to provide and improve the Service. By using the Service, you consent to the collection and use of information in accordance with this policy ("Privacy Policy"). If you are below the age of 16, use of the Service is conditional upon the acceptance of these terms by your parent or legal guardian, school or library User.

Unless otherwise defined in this Privacy Policy, the terms used in this Privacy Policy have the same meanings as in our Terms of Use, accessible from www.TumbleBookLibrary.com

Definitions

Service

Service is the TumbleBookLibrary.com, TeenBookCloud.com, AudioBookCloud.com, Tumblebooks.com, RomanceBookCloud.com, and TumbleMath.com websites, and all subdomains thereof operated by TumbleBooks.

Personal Data

Personal Data means data about a living individual who can be identified from those data (or from those and other information either in our possession or likely to come into our possession).

Usage Data

Usage Data is data collected automatically either generated by the use of the Service or from the Service infrastructure itself (for example, the duration of a page visit).

Cookies

Cookies are small files stored on your device (computer or mobile device).

Data Controller

Data Controller means the natural or legal person who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any personal information are, or are to be, processed.

For the purpose of this Privacy Policy, we are a Data Controller of your Personal Data.

Data Processors (or Service Providers)

Data Processor (or Service Provider) means any natural or legal person who processes the data on behalf of the Data Controller. We may use the services of various Service Providers in order to process your data more effectively.

Data Subject (or User)

Data Subject is, subject to the limitation below, any living individual who is using our Service and is the subject of Personal Data, including,

- a. Individual persons and subscribers authorized by TumbleBooks to access and use the Site and Content;
- b. In the case of subscribers that are schools or school systems, only those students who are currently enrolled and staff who are currently engaged with the subscriber, and their immediate families (provided, however, that TumbleBooks reserves the right to require school access to be via IP authentication in order to prevent, among other things, unauthorized use of their subscription);
- c. In the case of subscribers that are libraries, only those persons who hold a valid and current membership in the subscribing library or library system (as the case may be) and staff currently engaged by the subscriber, and their immediately families;
- d. In the case of family/home subscriptions, use is restricted to home and family members; and
- e. In the case of all other subscribers, only those individuals or that set of persons identified in writing by the subscriber to TumbleBooks as Authorized End Users (as defined in TumbleBooks' Terms of Use).

FOR GREATER CERTAINTY, A DATA SUBJECT OR USER DOES NOT INCLUDE ANYONE UNDER THE AGE OF 16 ("STUDENTS"). WHILE STUDENTS MAY ACCESS THE SERVICE VIA A LIBRARY, SCHOOL OR FAMILY/HOME SUBSCRIPTION, TUMBLEBOOKS DOES NOT COLLECT ANY PERSONAL DATA FROM STUDENTS DIRECTLY. TUMBLEBOOKS REQUESTS THAT LIBRARY, SCHOOL AND FAMILY/HOME USERS DO NOT SUBMIT ANY PERSONAL DATA ON BEHALF OF STUDENTS TO TUMBLEBOOKS.

Information Collection and Use

We collect several different types of information for various purposes to provide and improve our Service to you.

Types of Data Collected

Personal Data

While using our Service, we may ask you to provide us with certain personally identifiable information, but not Students' personally identifiable information, that can be used to contact or identify you ("Personal Data"). Personally identifiable information may include, but is not limited to:

- Name;
- Name, address and phone number of subscribing School (via subscription);
- Name, address and phone number of subscribing Library (via subscription);
- E-mail address of school, library or family/home authorized subscriber (but not Student e-mail);
- Library card information and IP address (library card number, but not User or Student name); and
- Cookies and Usage Data.

TumbleBooks will assign User login information to the school, library or family/home subscriber in order to allow Users to securely access the Service. While TumbleBooks does not collect Users' login information, assigned login information will be kept on file by TumbleBooks for security reasons. Please see below for more details on retention of Personal Data.

The purposes for which Personal Data is collected shall be identified by TumbleBooks at or before the time the Personal Data is collected. The collection of Personal Data shall be limited to that which is necessary for the purposes identified by TumbleBooks.

Any Personal Data retained will not be shared without Users' consent unless TumbleBooks is required by law or otherwise. See below for more information on disclosure of Personal Data.

We may use your Personal Data to contact you with newsletters, marketing or promotional materials and other information that may be of interest to you. You may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or the instructions provided in any email we send.

Usage Data

We may also collect information on how the Service is accessed and used ("Usage Data"). This Usage Data may include information such as your computer's Internet Protocol address (e.g. IP address), browser type, browser version, the pages of our Service that you visit, the time and date of your visit, the time spent on those pages, unique device identifiers and other diagnostic data.

Location Data

We may use and store information about your location if you give us permission to do so ("Location Data"). We use this data to provide features of our Service, to improve and customise our Service. You can enable or disable location services when you use our Service at any time by way of your device settings.

Tracking Cookies Data

We use cookies and similar tracking technologies to track the activity on our Service and we hold certain information.

Cookies are files with a small amount of data which may include an anonymous unique identifier. Cookies are sent to your browser from a website and stored on your device. Other tracking technologies are also used such as beacons, tags and scripts to collect and track information and to improve and analyse our Service.

You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of our Service.

Examples of Cookies we use:

- Session Cookies. We use Session Cookies to operate our Service.
- Preference Cookies. We use Preference Cookies to remember your preferences and various settings.
- Security Cookies. We use Security Cookies for security purposes.

For more information on cookies, please see our Cookies Policy available at www.TumbleBookLibrary.com.

Use of Data

TumbleBooks uses the collected data for various purposes:

- To provide and maintain our Service;
- To notify you about changes to our Service;
- To allow you to participate in interactive features of our Service when you choose to do so;
- To provide customer support;
- To gather analysis or valuable information so that we can improve our Service;
- To monitor the usage of our Service;
- To detect, prevent and address technical issues; and
- To provide you with news, special offers and general information about other goods, services and events which we offer that are similar to those that you have already purchased or enquired about unless you have opted not to receive such information

Personal Data shall not be used or disclosed for purposes other than those for which it was collected, except with the consent of the User, or as required by law. Non-aggregated specific Personal Data will not be sold, rented or made available to anyone other than TumbleBooks without express permission to do so.

Legal Basis for Processing Personal Data under the General Data Protection Regulation (GDPR)

If you are from the European Economic Area (EEA), TumbleBooks' legal basis for collecting and using the personal information described in this Privacy Policy depends on the Personal Data we collect and the specific context in which we collect it.

TumbleBooks may process your Personal Data because:

- We need to perform a contract with you;
- You have given us permission to do so;
- The processing is in our legitimate interests and it is not overridden by your rights; or
- To comply with the law.

Retention of Data

TumbleBooks will retain your Personal Data only for as long as is necessary for the purposes set out in this Privacy Policy. We will retain and use your Personal Data to the extent necessary to comply with our legal obligations (for example, if we are required to retain your data to comply with applicable laws), resolve disputes and enforce our legal agreements and policies.

TumbleBooks will also retain Usage Data for internal analysis purposes. Usage Data is generally retained for a shorter period of time, except when this data is used to strengthen the security or to improve the functionality of our Service, or we are legally obligated to retain this data for longer periods.

Upon termination of your subscription to TumbleBooks and at your request, all relevant Personal Data will be securely deleted from TumbleBooks' database within three (3) months of the request. Any Usage Data is automatically deleted after three (3) years.

Transfer of Data

Your information, including Personal Data, may be transferred to — and maintained on — computers located outside of your state, province, country or other governmental jurisdiction where the data protection laws may differ from those of your jurisdiction.

If you are located outside Canada and choose to provide information to us, please note that we transfer the data, including Personal Data, to Canada and process it there.

Your consent to this Privacy Policy followed by your submission of such information represents your agreement to that transfer.

TumbleBooks will take all the steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy and no transfer of your

Personal Data will take place to an organisation or a country unless there are adequate controls in place including the security of your data and other personal information.

Disclosure of Data

Business Transaction

If TumbleBooks is involved in a merger, acquisition or asset sale, your Personal Data may be transferred. We will provide notice before your Personal Data is transferred and becomes subject to a different Privacy Policy.

Disclosure for Law Enforcement

Under certain circumstances, TumbleBooks may be required to disclose your Personal Data if required to do so by law or in response to valid requests by public authorities (e.g. a court or a government agency).

Legal Requirements

TumbleBooks may disclose your Personal Data in the good faith belief that such action is necessary to:

- To comply with a legal obligation;
- To protect and defend the rights or property of TumbleBooks;
- To prevent or investigate possible wrongdoing in connection with the Service;
- To protect the personal safety of users of the Service or the public; or
- To protect against legal liability.

Security of Data

The security of your data is important to us but remember that no method of transmission over the Internet or method of electronic storage is 100% secure. While we strive to use commercially acceptable means to protect your Personal Data, we cannot guarantee its absolute security.

Our Policy on "Do Not Track" Signals under the California Online Protection Act (CalOPPA)

We do not support Do Not Track ("DNT"). Do Not Track is a preference you can set in your web browser to inform websites that you do not want to be tracked.

You can enable or disable Do Not Track by visiting the Preferences or Settings page of your web browser.

Your Data Protection Rights under the General Data Protection Regulation (GDPR)

If you are a resident of the European Economic Area (EEA), you have certain data protection rights. TumbleBooks aims to take reasonable steps to allow you to correct, amend, delete or limit the use of your Personal Data.

If you wish to be informed about what Personal Data we hold about you and if you want it to be removed from our systems, please contact us at info@tumblebooks.com.

In certain circumstances, you have the following data protection rights:

The right to access, update or delete the information we have on you. Whenever made possible, you can access, update or request deletion of your Personal Data directly within your account settings section. If you are unable to perform these actions yourself, please contact us to assist you.

The right of rectification. You have the right to have your information rectified if that information is inaccurate or incomplete.

The right to object. You have the right to object to our processing of your Personal Data.

The right of restriction. You have the right to request that we restrict the processing of your personal information.

The right to data portability. You have the right to be provided with a copy of the information we have on you in a structured, machine-readable and commonly used format.

The right to withdraw consent. You also have the right to withdraw your consent at any time where TumbleBooks relied on your consent to process your personal information.

Please note that we may ask you to verify your identity before responding to such requests.

You have the right to complain to a Data Protection Authority about our collection and use of your Personal Data. For more information, please contact your local data protection authority in the European Economic Area (EEA).

Service Providers

We may employ third party companies and individuals to facilitate our Service ("Service Providers"), provide the Service on our behalf, perform Service-related services or assist us in analysing how our Service is used.

These third parties have access to your Personal Data only to perform these tasks on our behalf and are obligated not to disclose or use it for any other purpose.

Analytics

We may use third-party Service Providers to monitor and analyse the use of our Service.

Google Analytics

Google Analytics is a web analytics service offered by Google that tracks and reports website traffic. Google uses the data collected to track and monitor the use of our Service. This data is shared with other Google services. Google may use the collected data to contextualise and personalise the ads of its own advertising network. You can opt-out of having made your activity on the Service available to Google Analytics by installing the Google Analytics opt-out browser add-on. The add-on prevents the Google Analytics JavaScript (ga.js, analytics.js and dc.js) from sharing information with Google Analytics about visits activity.

For more information on the privacy practices of Google, please visit the Google Privacy Terms web page: <https://policies.google.com/privacy?hl=en>

Links to Other Sites

Our Service may contain links to other sites that are not operated by us. If you click a third party link, you will be directed to that third party's site. We strongly advise you to review the Privacy Policy of every site you visit.

We have no control over and assume no responsibility for the content, privacy policies or practices of any third party sites or services.

Children's Privacy

We do not knowingly collect personally identifiable information from anyone under the age of 18. If you are a parent or guardian and you are aware that your Child has provided us with Personal Data, please contact us. If we become aware that we have collected Personal Data from children without verification of parental consent, we take steps to remove that information from our servers.

Changes to This Privacy Policy

We may update our Privacy Policy from time to time. We will notify you of any changes by posting the new Privacy Policy on this page. We will let you know via email and/or a prominent notice on our Service, prior to the change becoming effective and update the "effective date" at the top of this Privacy Policy.

You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page.

Contact Us

If you have any questions about this Privacy Policy, please contact please contact Ron Zevy:

Email: info@tumblebooks.com

Telephone 1-888-622-9609



Log In



MENU

Sumdog Privacy Policy

Updated 2nd June 2021

At Sumdog, we take your privacy and online safety very seriously.

This Privacy Policy tells you what personal information we collect, and what we do with it. It forms part of Sumdog's Terms of Use.

When you use Sumdog, you signify that you accept this Privacy Policy, as well as Sumdog's Terms of Use.

We are a "data controller". By "we", we mean Sumdog Ltd and our wholly-owned US subsidiary, Sumdog Inc. This means that we are responsible for deciding how we hold and use personal information about you. We are required under data protection legislation to notify you of the information contained in this Privacy Policy.

It is important that you read this policy, together with any other privacy notice we may provide on specific occasions when we are collecting or processing personal information about or provided by you, so that you are aware of how and why we are using such information.

Summary

The legal basis for processing your information

Information users give us

Information we collect automatically from users

How we use your information

How we store and process your information

Data Retention

Data Sharing

Content you enter on our website

Third party advertisements

Keeping your information safe

Rights of access, correction, erasure, and restriction

Data protection officer



Log In



MENU

How to contact us

Summary

Information you give us

We only ask teacher and parent users to provide us with their child's name, date of birth, school and grade. This constitutes "directory information" as defined in FERPA (US). This is personal data as defined in the UK GDPR.

We do not ask student users to enter any personal information.

Information we collect automatically

When you use Sumdog, we collect some information automatically. For example, we collect educational progress data as you answer questions.

If you're a Student User, this information may be accessed by Parent Users in your Sumdog Family, or the Teacher Users linked to your Sumdog School.

To help us improve Sumdog, we also use analytics software to collect usage information.

Student accounts

We don't allow children to set up their own Student logins directly. Sumdog's Student accounts must be created by a Teacher User or a Parent User (this includes guardians).

Teacher and parent accounts need to be confirmed by email, in keeping with good practice and the requirements of COPPA (for US users).

Encryption, and keeping your information safe

We encrypt your information using SSL while it's being transferred between your computer and our servers.

On your web browser, you'll see a padlock beside the Sumdog web address. Clicking the padlock gives you the details of our security certification.

Storing and processing your information



Log In



MENU

Depending on your location, we may need to transfer it to these places.

Transfers from the EU to the USA will be done under the terms of Article 46 of the UK GDPR: “when the controller or processor provides appropriate safeguards, or on the basis of an adequacy decision”.

Social features

Sumdog currently has no social features that allow students to communicate freely.

What we do with your information

With the exception of our service providers, we do not allow anyone else to access your information, unless required to do so, for example by law.

We only use your information to provide, evaluate and improve the Sumdog service.

We only use service providers that we are confident are compliant with all relevant laws and regulations.

Advertising

Sumdog does not carry paid advertisements for anyone else.

Your rights over your information

Teacher Users and Parent Users can view and amend information they’ve given us. This is in keeping with regulations such as FERPA and the UK GDPR.

We’ll store your information as long as you keep your login to Sumdog, but you can ask us to delete your account.

Below, you’ll find more information on the rights you have.

The legal basis for processing your information

The provision of the Sumdog service is intended to help children and parents or guardians with their child’s education and development. It is in our legitimate business interests to collect and process your personal information so that we can continue to provide the Sumdog service.

[Log In](#)[MENU](#)

Student Users: Children and under 18.

If you are under 18,

you are only permitted to log in to Sumdog as a Student User;

before you can log in as a Student User, a parent, guardian or teacher must create an account for you. They do this by first creating a parent or teacher account for themselves.

We will not ask student users to enter information that, by itself, is considered personal information.

If we're informed that we have collected personal information from anyone under 18 without permission from someone with the authority to give permission, we will delete that information as quickly as possible. If you believe that this has happened, please contact us at privacy@sumdog.com.

Any personal information is provided by the parent, guardian or teacher who created the student account.

In some of Sumdog's writing games, students may be asked to input text as an answer. Their access to these games is controlled by the Parent Users and Teacher Users linked to their account.

When they play these writing games, students may see what other players have written. For that reason, we remind them not to enter any personal information. Sumdog does its best to enforce this rule automatically. To help provide the safest possible environment, we may permit Teacher Users to view what their students have written and Parent Users to view what their child has written.

Parent Users

We collect the following personal information from Parent Users.

On sign-up, Parents Users enter their:

first and last name

email address and password

Log In 

MENU

date of birth

school login details

Parent Users may also send an email invite to other parents or guardians by entering their names and email addresses.

If Parent Users choose to subscribe to premium services, they enter:

a postal address

payment method details

Teacher Users

The following personal information is collected from Teacher Users.

On sign-up, Teacher Users enter their:

first and last name

email address and password

school name and address

Teacher Users may then enter information about their students:

first and last name

grade level or school year

class

The information we ask teachers to enter about their students may change in the future. If this is the case, we will ensure that this change is necessary for provision of the Sumdog service. We will also update our privacy policy to reflect this.



Log In

MENU

personal information of students and teachers stored in the Sumdog system.

All Users

All users can choose the gender and visual appearance of their on-screen avatar. They can also specify profile details, such as their favorite Sumdog game.

In order to provide the best possible service, we may extend the types of information we ask users to give us. If we do this, we will tell you what extra information we would like to collect from you, and why we are doing it.

If you don't provide personal information

You can choose not to give us your information. However, this may prevent you from using most parts of Sumdog. If we are unable to provide you with the Sumdog service because you fail to provide us with the personal information requested by us, we may have to cancel all or part of the Sumdog service. We may also be prevented from complying with our legal obligations. We will tell you if this is the case at the time.

Information we collect automatically from users

When you use Sumdog, we will collect the following information automatically:

For Student Users

educational data from your activity on Sumdog, for example accuracy and speed of answers to Sumdog's questions.

For all Users

data on your use of Sumdog, for example the last time you logged in;
communications you have made with other Sumdog users;
technical information, for example the device you use, your operating system and your IP address.

The data we collect automatically may be linked to your account and to the personal information that you or your parent, guardian or teacher have given us.



Log In



MENU

We also use analytics software to help us understand how Sumdog is used. For example, to help us optimise our email communication, we may use customised links, or small images called web beacons. These allow us to understand how our messages are received by our users.

In order to provide the best possible service, we may decide to extend the types of information we automatically collect from users. If we do we will tell you first.

For information on the Cookies that we use, please view our Cookie Policy.

How we use your information

The situations in which we will process your personal information are listed below. We have indicated the purpose or purposes for which we are processing or will process your personal information, as well as indicating which categories of data are involved. Here is a reminder of the legal bases under which we collect and process your data:

We will only use your personal information when the law allows us to. Most commonly, we will use your personal information in the following circumstances:

- 1 Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests (Condition 1).
- 2 Sumdog is intended to help students with their education and development, and to help their educators, parents and guardians support this.
- 3 Where we need to comply with a legal obligation (Condition 2).
- 4 Where we have your consent or are otherwise permitted to provide you with electronic marketing information (Condition 3).
- 5 Where you are a Teacher User or a Parent User and we need to perform the contract we are about to enter into or have entered into with you as set out in the Sumdog Terms of Use (Condition 4).



Log In



MENU

Information you give to us

We may use this information:

to provide you with the information, products and services that you request from us (Condition 1 and Condition 4);

Your information is used during the normal functioning of the Sumdog service. This may include:

personalizing Sumdog for you;

informing you about our services, or to help you to use them, such as telling you about a new Sumdog game, or notifying you of the end of a trial period;

identifying and, where necessary, acting against improper or illegal use of Sumdog. This helps keep Sumdog safe for all of our users;

analysing usage patterns, requesting feedback from you or conducting research on the educational impact of our services so that we may improve them;

to provide you with information about our services. We will contact you for marketing purposes by electronic means only if you have consented to this or we are otherwise permitted by law to contact you (Condition 3);

to notify you about changes to our service (Condition 1 and Condition 4);

to ensure that content from our site is presented in the most effective manner for you and for your computer (Condition 1);

If you have given us your email address, we may send you messages via email. This may include information about new features or services, or about your usage of the site, or the usage of others in your Sumdog School or Sumdog Family. To change your mind about which types of email you receive from us, please go to www.sumdog.com/emails. Please note that there are certain emails that you can't opt out of receiving, unless you delete your account entirely, as these are concerned with the administration of your account (Condition 1 and Condition 3).



Log In



MENU

to administer our site and for internal operations, including troubleshooting, data analysis, testing, statistical and survey purposes (Condition 1);

to improve our site to ensure that content is presented in the most effective manner for you and for your computer (Condition 1);

to allow you to participate in interactive features of our service, when you choose to do so (Condition 1);

as part of our efforts to keep our site safe and secure (Condition 1);

to measure or understand the effectiveness of advertising we serve to you and others, and to deliver relevant advertising to you (Condition 1);

to make suggestions and recommendations to you and other users of our site about services that may interest you or them (Condition 1).

Some of the above grounds for processing will overlap and there may be several grounds which justify our use of your personal information.

Automated decision-making

The data that we collect from you is used to make some automated decisions about your experience on Sumdog. For example, our algorithms to help automatically decide the level of questions that you are asked to answer. This enhances your experience of Sumdog as a learning tool by tailoring the service to your exact learning needs. Student Users may also see messages encouraging them to play Sumdog for longer. We do not anticipate that the automated decisions we make would impact our users in a legal, or similarly significant, manner.

Change of purpose

We will only use your personal information for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is related to the original purpose. If we need to use your personal information for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

Please note that we may process your personal information without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law (Condition 2).



Log In



MENU

Your information is stored and processed on our servers and those of our service providers. For security reasons, payment card details are not held by us and are stored instead by our payment service provider.

While your information is being transferred to our servers, it is encrypted using SSL. This helps to protect it in transit.

Information we collect will only be stored and processed in the United States of America or the European Union. Depending on your location, we may need to transfer it to these places. However, to ensure that your personal information does receive an adequate level of protection appropriate measures are put in place to ensure that your personal information is treated by those third parties in a way that is consistent with and which respects the EU and UK laws on data protection. Therefore, transfers of this information from the European Union to the USA are done in such a way as to ensure an adequate level of protection using an appropriate safeguard, such as the model contract clauses approved by the European Commission.

We also collect information from Teacher Users and Parent Users that doesn't relate to individual students – for example, in our online accounting systems. We may transfer this information to other countries. If you are from the European Union, and we need to transfer this information to countries outside the EU, transfers will be done in such a way as to ensure an adequate level of protection using an appropriate safeguard, such as the model contract clauses approved by the European Commission.

Suppliers of support services to Sumdog – for example, the provider of our data storage – may process any of the information we collect on our behalf.

We will take all steps reasonably necessary to ensure that this information is treated securely.

Data Retention

We will only retain your personal information for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements. To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

With that in mind, we will keep your personal information as long as your Sumdog account exists. We may also need to keep your information to comply with our legal obligations, or to resolve disputes or enforce our agreements.



Log In



MENU

within 30 days of your request except where we need to keep your information to comply with our legal obligations, or to resolve disputes or enforce our agreements.

If you sign up as a Teacher User or a Parent User, and you do not confirm your email address within 30 days of signing up, we will automatically delete your information.

The following information will not be deleted:

- after a request to delete a Sumdog Family, the Student User accounts will not be deleted if they are also linked with a Sumdog School.

- after a request to delete a Sumdog School, the Student User accounts will not be deleted if they are also linked with a Sumdog Family.

- any information required to protect the safety of other Sumdog Users will not be deleted; for example, we keep the conversations held in writing games in case we need to investigate claims of abuse.

Inactive accounts may be deleted. We will make reasonable efforts to contact you using either Parent User or Teacher User email addresses before we do so. If as a teacher or parent, you do not confirm your account, this will be deleted automatically one week after creating it.

We may also use aggregated data that has been derived from your information after you have deleted it. However, this will not be in any way that might identify you personally.

Data Sharing

We may have to share your data with third parties, including third-party service providers and other entities in the group.

We require third parties to respect the security of your data and to treat it in accordance with the law.

If you are based in the EU, we may transfer your data outside of the EU.

If we do, you can expect a similar degree of protection in respect of your personal information.

Why might you share my personal information with third parties?



Log In



MENU

We will disclose your information:

where we believe in good faith that disclosure is required by law;

to protect the rights or safety of Sumdog's users;

to protect the property or rights of Sumdog or its employees;

where there has been a clear breach of our licensing terms. In this case we may share information with our partners, lawyers and/or law enforcement agencies in the relevant country;

if you are a Student User, and your login is linked to a Sumdog School; in this case, any Teacher Users who are members of that Sumdog School will be able to access your information;

if you are a Student User, and your login is linked to a Sumdog Family; in this case, any Parent Users who are members of that family will be able to access your information;

when you have made a sales or support enquiry from a country in which we work with a partner, in which case we may forward your information to them;

where the information you have given us is used on a profile that can be accessed by other users, or in an activity where it is shared with other users, such as one of Sumdog's writing games;

where we have engaged a third party to provide us with services to help us provide Sumdog, and that third party requires us to share your information with them. Examples of this include research on the effectiveness of the Sumdog service, sending you messages by email, storing or processing data, and processing payment. We will ensure that we only do this for the purposes of providing you with and improving the Sumdog service, and that these third parties have no right to use your information except as required to provide the services we engage them for;

when you have given explicit permission to pass your information to a third party.



Log In



MENU

following activities are carried out by third-party service providers: system administration, processing of subscription payments, data storage and data hosting and the provision of professional advisory services (including lawyers, auditors and insurers providing legal, accounting and insurance services).

To see a list of third-party service providers that Sumdog uses, [click here](#).

How secure is my information with third-party service providers and other entities in our group?

All our third-party service providers and other entities in the group are required to take appropriate security measures to protect your personal information in line with our policies and the law. We do not allow our third-party service providers to use your personal data for their own purposes. We only permit them to process your personal data for specified purposes and in accordance with our instructions.

When might you share my personal information with other entities in the group?

We will share your personal information with other entities in our group as part of our regular reporting activities on company performance, in the context of a business reorganisation or group restructuring exercise, for system administration, data storage and data hosting.

What about other third parties?

We may share your personal information with other third parties, for example in the context of the possible sale or restructuring of the business. We may also need to share your personal information with a regulator or to otherwise comply with the law.

Transferring information outside the EU

We will transfer the personal information we collect about you outside the EU to the United States of America in order to provide the Sumdog service. However, to ensure that your personal information does receive an adequate level of protection appropriate measures are put in place to ensure that your personal information is treated by those third parties in a way that is consistent with and which respects the EU and UK laws on data protection. Therefore, transfers of your personal information from the European Union to the USA are done in such a way as to ensure an adequate level of protection using an appropriate safeguard, such as the model contract clauses approved by the European Commission. If you require further information about these protective measures, you can request it from our Data Protection Officer.



Log In



MENU

If you enter offensive, inappropriate or objectionable content on our websites, we may use the information you have given us to stop such behavior.

Where we believe in good faith that you are or may be in breach of any law, or that your safety is at risk, we may use the information you have given us to inform relevant third parties such as your employer, school, e-mail/internet provider or law enforcement agencies.

If we permit you to add information to create a public profile on Sumdog, this information may be displayed to other users. You should bear in mind that whenever you disclose information online, for example as part of a public profile, or in written communications on the site, it may be available to other users, who may be able to collect and use it without either us or you knowing.

Third party advertisements

We do not carry any paid advertising on Sumdog.

Keeping your information safe

We have put in place measures to protect the security of your information.

Third parties will only process your personal information on our instructions and where they have agreed to treat the information confidentially and to keep it secure.

Your information is protected by your password. We also take all reasonable steps to prevent attack on Sumdog.

Parent Users and Teacher Users are responsible for using their best efforts to select and protect their login details, including restricting access to your Sumdog account, and logging off after using Sumdog.

We have put in place appropriate security measures to prevent your personal information from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal information to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal information on our instructions and they are subject to a duty of confidentiality.

We have put in place procedures to deal with any suspected data security breach and will notify you and any applicable regulator of a suspected breach where we are legally required to do so.

Rights of access, correction, erasure, and restriction



Log In



MENU

keep us informed if your personal information changes during your relationship with us.

Your rights in connection with personal information

Under certain circumstances (where the UK GDPR applies), by law you have the right to:

Request access to your personal information (commonly known as a “data subject access request”). This enables you to receive a copy of the personal information we hold about you and to check that we are lawfully processing it.

Request correction of the personal information that we hold about you. This enables you to have any incomplete or inaccurate information we hold about you corrected.

Request erasure of your personal information. This enables you to ask us to delete or remove personal information where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal information where you have exercised your right to object to processing (see below).

Object to processing of your personal information where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground. You also have the right to object where we are processing your personal information for direct marketing purposes.

Request the restriction of processing of your personal information. This enables you to ask us to suspend the processing of personal information about you, for example if you want us to establish its accuracy or the reason for processing it.

Request the transfer of your personal information to another party.

If you want to review, verify, correct or request erasure of your personal information, object to the processing of your personal data, or request that we transfer a copy of your personal information to another party, please contact the Sumdog Data Protection Officer in writing.

No fee usually required



MENU

What we may need from you

We may need to request specific information from you to help us confirm your identity and ensure your right to access the information (or to exercise any of your other rights). This is another appropriate security measure to ensure that personal information is not disclosed to any person who has no right to receive it.

Right to withdraw consent

In the limited circumstances where you may have provided your consent to the collection, processing and transfer of your personal information for a specific purpose (such as electronic marketing), you have the right to withdraw your consent for that specific processing at any time. To withdraw your consent, please contact our Data Protection Officer. Once we have received notification that you have withdrawn your consent, we will no longer process your information for the purpose or purposes you originally agreed to, unless we have another legitimate basis for doing so in law.

Data protection officer

We have appointed a data protection officer to oversee compliance with this Privacy Policy. If you have any questions about this Privacy Policy or how we handle your personal information, please contact the data protection officer at privacy@sumdog.com.

Alternatively, please write to Sumdog Inc, 902 Broadway, New York, NY 10010, or call 877-9786364. Outside of North America, please write to Sumdog Ltd, 43 Queensferry Street Lane, Edinburgh, EH2 4PF, UK or call +44 (0)1312261511.

Updating this Privacy Policy

We may change this Privacy Policy from time to time and we will provide you with a new privacy notice when we make any substantial updates. We may also notify you in other ways from time to time about the processing of your personal information.

Data Protection Supervisory Authority / The Information Commissioner's Office

Privacy Policy



QuaverMusic.com ("QuaverMusic.com") is operated and presented to users in all locations by Mastran Music Group, Inc., a Tennessee corporation d/b/a Quaver's Marvelous World of Music. This Privacy Policy describes the information practices of the QuaverMusic.com website (www.QuaverMusic.com), including how we collect, use, and disclose personal information.

We are dedicated to safeguarding any personal information provided to or collected on the QuaverMusic.com website. Accordingly, this privacy policy is provided to you in conformity with the Children's Online Privacy Protection Act of 1998 ("COPPA"), and the Family Educational Rights and Privacy Act ("FERPA"). COPPA requires that we notify parents and legal guardians and obtain consent from parents and legal guardians before we collect, use, and/or disclose personal information collected from children under thirteen years of age. FERPA requires that we safeguard and keep private student and teacher information that may be collected from an educational institution for the sole purpose of providing services to that institution or an affiliated one.

1. What types of information do we collect?

As described in this Privacy Policy, we directly collect from child users during our initial registration process a parent's email address, the child's account name, and the child's password. The QuaverMusic.com website does not condition a child's participation in an online activity on the child providing more personal information than is reasonably necessary for that activity.

The QuaverMusic.com website requests, but does not require, child users to provide a parent's valid e-mail address in order to register on the website. We use this information to send the parent a message that can be used to activate the QuaverMusic.com account; to notify the parent about our privacy practices, to send the parent communications either about the parent's and child's QuaverMusic.com accounts or about features of our website, and for the other purposes described in this Privacy Policy. This email address is correlated with the account user name.

Educational Institutions have the option of providing an email address for registration in lieu of parent addresses, should they have a waiver from the parents on file. The Educational Institutions will also have the option of keeping student records, such as names, grades, and attendance, in our system and may provide that information to us through a software user interface or directly in a data file.

We may also request a user name and e-mail address when a user submits a form through the "Contact Us" portion of the QuaverMusic.com website so that we may respond to the inquiry. We collect the e-mail address for the sole purpose of responding directly on a one-time basis to a specific inquiry.

For some of our online activities - such as polls or surveys - we may ask users to provide information that is not personally identifiable, such as country of residence or a visitor's

favorite music. We also enable users to chat online through our website, but we take measures so that users cannot communicate personal information through this chat function. These measures include intelligent and restrictive filters. Nevertheless, if you use the chat function within this website and disclose personally identifiable information, you should be aware that such information could be read, collected, or used by other users. We are not responsible for the personally identifiable information you choose to submit through the chat function. Finally, we may offer blogs or other Public Forums as defined in the Terms of Use governing the website (the "Terms of Use"), as well as other features in which you may provide us with Submissions (as defined in the Terms of Use), but we take measures, including intelligent text filtering and restriction, so that users cannot communicate personal information through these Public Forums. If you use a Public Forum on this website, and disclose personally identifiable information, you should be aware that such information could be read, collected, or used by other users. We are not responsible for the personally identifiable information you choose to submit in these Public Forums.

Additionally, when visitors come to our site, we may passively collect certain non-personally identifiable computer information, such as the type of computer operating system (e.g., Windows or Mac OS), the user's IP Address, the web browser (e.g., Chrome, Internet Explorer) being used, the frequency with which guests visit various parts of our sites, and information regarding the Internet service provider, in order to continue to improve our sites and for various purposes related to our business. We may collect this non-personally identifiable information through the use of software technologies such as unique identifiers or "cookies." Cookies are small text files that we place in visitors' computer browsers to store their preferences. You can choose to have your computer warn you each time a cookie is being sent, or you can choose to turn off all cookies. You do this through your browser settings. Each browser is a little different, so look at your browser Help menu to learn the correct way to modify your cookies. If you turn cookies off, you won't have access to many features that make your Web experience smoother, and some of our services may not function properly.

If you make a purchase online we collect financial information necessary to process the order. We do not use this financial information for any purpose other than processing payments to QuaverMusic.com. The financial information that you enter to purchase a membership is not stored by QuaverMusic.com; instead it is retained by our payments processing vendor for the purpose of processing credit card payments made to QuaverMusic.com. If personal information is not provided to us, then QuaverMusic.com may not agree to QuaverMusic.com membership and may not be able to provide access to certain content and functionality on the QuaverMusic.com website, or to provide other information, products, or services which may be requested.

2. How do we use your personal information?

In addition to the purposes described in Section 1, we may actively collect and use e-mail addresses and user names to track usage and to ensure users are following the site's Terms of Use. In addition, we may use an e-mail address and user name to ban a user temporarily or permanently from the QuaverMusic.com website if that user engages in inappropriate conduct on the site. We may also use e-mail addresses and user names to enable parents to review Personal Information that the children have submitted to the QuaverMusic.com website and to provide notification regarding the site, such as any future amendments to this Privacy Policy. We also may use information in the aggregate to analyze site usage, as well as to offer products, programs, or services. In all cases, we comply with FERPA guidelines and do not share student records with any third party.

We may disclose information where we are required to do so by law, for example, in response to a court order or a subpoena or where we disclose information (but not FERPA-protected information) to service providers or other group companies who provide support for the operations of our website and who do not use or disclose the information for any other purpose. To the extent permitted by applicable law, we also may disclose Personal Information in response to a law enforcement agency's or other public agency's (including schools or children services) request or if we feel that such disclosure may prevent the instigation of a crime, facilitate an investigation related to public safety, or protect the safety of a child using our website, protect the security or integrity of our website, or enable us to take precautions against liability.

If we sell all or part of our business or make a sale or transfer of our assets or are otherwise involved in a merger or business transfer, we may transfer Personal Information to a third party as part of that transaction, to the extent permitted by applicable law. Finally, we may transfer Personal Information and store it outside of the area in which a member of QuaverMusic.com is located.

3. Do we ever disclose your personal information that we collect from children to third parties?

We do not allow third-party companies to solicit or advertise to our users. Our intention is to keep QuaverMusic.com free from any of this sort of direct advertising. We do not share student data protected by FERPA, except as stipulated in that Act for the purposes of carrying fulfilling our contractual obligations to provide services to educational institutions.

4. How do we secure Personal Information?

The security of your personal information is important to us. We have put in place appropriate physical, electronic, and managerial procedures to safeguard and help prevent unauthorized access, maintain data security, and correctly use the information we collect online.

5. How may you contact us to ask additional questions?

Please contact our Privacy Director as provided below if you would like to access the Personal Information that we have collected online from you or your child, correct factual errors in such information, request to have this information deleted, or request that we no longer collect or maintain such information. Please be sure to include your e-mail address and a telephone number where we can reach you. To protect you and your child's privacy and security, we will take reasonable steps to help verify your identity before granting you access to the personal information that we collect and maintain about you or your child.

If you have questions or wish to send us comments about this Privacy Policy, please send an e-mail with your questions or comments to **privacydirector@QuaverMusic.com** or write us:

QuaverMusic.com
c/o Mastran Music Group, Inc.
Attn: Privacy Director
1706 Grand Avenue
Nashville, Tennessee 37212

Please be assured that any personal information that you provide in communications to the above e-mail and postal mail addresses will not be used to send you promotional materials, unless you so request.

We reserve the right to change the privacy policy at our sole discretion. QuaverMusic.com users will be informed of any such change by us posting a new privacy policy on the QuaverMusic.com website and the effective date of any change of privacy policy will be clearly marked. As required by law, we will not use Personal Information in ways that are materially different from the ones described in this Privacy Policy without also providing notification of such practices and obtaining consent to any such different uses. If we make material changes to this policy, we will notify you here, by e-mail, or by means of a notice on our home page.

Privacy Policy

We recently updated our Privacy Policy

Updates Include:

Updating our company name to reflect changes within our organization.

Describing of new rights available to California consumers under the California Consumer Privacy Act (CCPA).

Clarifying the use of external content and our evaluation of third-party content providers.

Table of Contents

- A. Policy Overview
- B. Contact Us
- C. Personal Information We Collect
- D. How We Use Personal Information
- E. How We Share Personal Information
- F. Security
- G. School Customer Responsibilities
- H. Miscellaneous
- I. Definitions
- J. California Consumer Protection Act

A. Policy Overview

This privacy policy ("Privacy Policy" or "Policy") describes how Savvas Learning Company LLC (the "Company," "we," "our" or "us"), collects, protects, uses and shares personal information

gathered from Users of our websites, applications, products and services ("Educational Service(s)", or "Service(s)") that link to this Privacy Policy. It is important to us that educational institutions or individuals who have purchased and are using our Educational Services ("Customers", or "you") understand the measures we have taken to keep our Services a safe and trustworthy environment for all Users.

Although Sections C, D, and E of this Privacy Policy provide detailed information on our collection, use and disclosure of your Personal Information, we would like to highlight the following:

We will NEVER sell your Student Data to third parties.

We will NEVER perform targeted advertising of your Student Users.

We will NEVER share your Student Data with third parties for the purpose of targeted advertising.

We will NEVER build marketing profiles of your Student Users.

We will NEVER claim ownership of your Student Data.

Changes to this Policy

We encourage you to read through and understand this Privacy Policy. From time to time, we may update it to address new issues or reflect changes to our Services. If we are making updates that involve material changes to the collection, protection, use or disclosure of Personal Information, we will attempt to provide you with advanced notice of the revisions. This notice may occur through various methods depending on which will best allow us to reach affected customers. These methods may include, but are not limited to, e-mail, postal mail, or a conspicuously-posted website notice. Depending on the method that is used, we may also provide Users of the Service with advance notice of material changes, however, Customers who are educational institutions should ensure that they keep students, parents, and other stakeholders informed of any material changes, as data handling practices can vary based on school-specific configurations and requests. Please feel free to contact us if you have questions or concerns regarding intended Privacy Policy revisions.

In accordance with our commitment to provide notice as described above, we reserve the right to revise the terms of this Privacy Policy. Any such revisions to this Policy are effective immediately upon posting of a revised Policy. Your use of the Services subsequent to such posting constitutes your acceptance of such revisions.

B. Contact Us

We are committed to maintaining a dialogue with Customers about our data handling practices. If you have any concerns, comments or questions about this Policy or general Service-related data handling practices, please contact us by emailing our Data Privacy Office at k12legal@savvas.com.

C. Personal Information We Collect

We collect information about Users of the Service in multiple ways, including Personal Information provided directly to us by a Customer for upload to the Service, data collected directly from or generated by Student and Educator Users of the Service, and data generated through your use of the Service. Depending on the Services provided, we may also collect Personal Information through other methods that follow the terms of this Privacy Policy.

Personal Information Input by Customers

When a Customer contracts with us to provide an Educational Service, initial setup and configuration of that Service, in most cases, will involve an initial transfer of Personal Information by the Customer. In addition, some of our products allow our customers to input certain optional demographic or other identifying data (student email address, date of birth, etc.) if such information is useful for the district's educational purposes. These fields do not need to be populated to use our products, but if the district supplies any of this data, it will be treated in accordance with this Policy. The following tables contain information about elements of Student and Educator Data commonly collected from our Customers (as applicable). Although we do attempt to maintain the accuracy of these tables, data handling practices may vary significantly across our K-12 products.

Student data input by Customers

Required Student Data

First and Last Name

School Name

District/Institutional Name

Grade, Year, or Group

Educator data input by Customers

Required Educator Data

First and Last Name

Contact Details (School/District-Issued or Personal E-mail Address)

School Name

District/Institutional Name

Optional Educator Data

District ID

Date of Birth

Directly Collected or User Generated Personal Information

Many of our Educational Services allow Users to create, upload and share information. Collection of this information is optional and at the discretion of the Customer and/or User. The following tables contain information about elements of Student and Educator Data commonly collected directly from or generated by our Customers and their Users.

Optional data collected from end users

Student Data Input or Generated by Users

Grades

Exercise, Activity, or Assessment Responses

Exercise, Activity, and Assessment Grades, Scores, and Reports

Educator Feedback

Assessment or Appraisal Information or Reports

Creative Works

Notebook Entries or Text Annotations

Private Forum or Chat Postings or Comments

Photographic, Video, or Audio Recordings

Educator Data Input or Generated by Users

Private Forum or Chat Postings or Comments

Contact Details (School-Issued or Personal E-mail Address)

Photographic, Video, or Audio Recordings

Service-Generated Data

The Service you have purchased may generate information tied to specific Users as a core part of its functionality, such as for adaptive learning or providing immediate feedback to students.

Service-generated data may also include the automatic generation of usernames or other data elements tied to a specific User, where those elements are not provided or set by the Customer.

Cookies and Related Technologies

Our Services use cookies to enable you to sign-in to the Service and access your stored preferences and settings. You have a variety of tools to control the use of cookies, web beacons, and similar technologies, including browser controls to block and delete cookies. If you choose to disable or block these technologies, it may prevent or impair required functionality and therefore your use of the Service.

Application and System Logs

Application and system logs are critical to ensuring the availability and security of the Service. We collect log data for such purposes as monitoring the health of the Service, detecting unauthorized

access and fraudulent activity on the Service, preventing and responding to Service-related security incidents, and ensuring appropriate scaling of the Service's computing resources.

Do Not Track Disclosures

Do Not Track ("DNT") is a proposed mechanism for allowing website visitors to control the collection of certain Usage Data. Although there has been research into the development of a standard to support the use of DNT signals, there is no adopted standard to follow. We do not currently respond to Do Not Track signals, but we are closely monitoring DNT proposals for further developments.

Third-Party Collection

Although we may use third-party vendors, subcontractors, and service providers to assist us in providing the Service, we do not permit third-party ad networks or similar services to collect the Personal Information of our authenticated Users.

D. How We Use Personal Information

We use your Personal Information for educational purposes and to exercise our legal rights, as described below.

Educational Uses

We use Personal Information to provide you with the Service(s) requested. We may use your Personal Information for any purposes required or permitted under our Agreement or with your consent.

Legal and Safety Uses

We may use your Personal Information to protect or exercise our legal rights, to defend against claims, to investigate fraud and other criminal conduct, to enforce our Terms of Service, to respond to a government request, to protect the security, integrity and availability of the Service, or to otherwise protect the property and safety of the Company, our Users, and others.

De-Identified and Aggregate Data

We may use Usage Data and other properly de-identified or aggregate data to improve existing products, develop new products, communicate product effectiveness and outcomes, and for other related purposes. Our methods for de-identification are informed by guidance from the National

Institute of Standards and Technology (NIST), the U.S. Department of Education's Privacy Technical Assistance Center, and the Department of Health and Human Services. Unless required to do so by law, we will not attempt to re-identify de-identified data and, where feasible and appropriate, will not transfer de-identified data to a third party unless they also agree not to attempt re-identification.

E. How We Share Personal Information

We share your Personal Information with third parties solely for the purpose of providing Educational Services to you and to exercise our legal rights, as described below.

Subcontractors

Depending on the Service, we may hire subcontractors, vendors or other third parties to help deliver or improve the Service. Third-parties that we work with who have access to your Personal Information are subject to stringent privacy and security contractual requirements equivalent to those set forth in this Policy, including, but not limited to, prohibitions on collection, use or disclosure of Personal Information for non-educational purposes and maintenance of a comprehensive information security program.

Merger, Acquisition or Bankruptcy

If we are involved in a merger, acquisition, or sale of all or a portion of our assets, we may need to share your Personal Information with the acquiring entity. We will condition any merger, acquisition, or sale on continued adherence to the terms of this Policy and maintaining a materially similar level of protection for your Personal Information. If such an event occurs, we will provide you information about the coming change, how it may impact you and any choices you may have.

Legal and Safety Disclosures

We may disclose your Personal Information when it is required or permitted by law, such as to comply with a subpoena, court order or similar legal process, to protect or exercise our legal rights, to defend against claims, to investigate fraud and other criminal conduct, to enforce our Terms of Service, to respond to a government request, to protect the security, integrity and availability of the Service, or to otherwise protect the property and safety of the Company, our Users, and others.

Data Ownership and Access Requests

Customers who are educational institutions have primary responsibility for fulfilling student and parent access, amendment, and export requests. In most cases, Customers can fulfill these requests using the built-in functionality of the Service. Where this functionality is not available or the Customer cannot otherwise fulfill the request on their own, we will provide reasonable assistance with the production or export of Student Data if the assistance is in accordance with our Agreement and applicable law. In rare cases, we may not be able to fully satisfy these requests. Examples include requests for confidential company information in addition to Student Data, requests for Student Data in a specific or proprietary format that we are unable to support, or requests that are prohibited by law.

F. Security

We store and process Customer Personal Information in accordance with industry standards and applicable law. Our comprehensive information security program protects your Personal Information from unauthorized access, use and disclosure through the use of reasonable and appropriate physical, administrative and technical safeguards. We perform periodic risk assessments of our information security program and prioritize remediation of identified security vulnerabilities. Nevertheless, security is a shared responsibility and no method of data transmission over the Internet or method of electronic storage is 100% secure. Therefore, we cannot guarantee the absolute security of your Personal Information.

If you have general questions for us regarding the security and confidentiality of your Personal Information, please feel free to contact us using the information in Section B above.

Breach Notification

In the event of a security incident affecting our systems that involves your Personal Information, we will notify you as required by applicable law and the terms of our Agreement. We will always attempt to notify you of any security incident affecting your Personal Information that we believe poses a material risk of harm to you, your staff or your students.

Federation and Identity Management Support

We strongly support and encourage the use of secure federated identity management technologies such as SAML in conjunction with our Services. These technologies make access to our Service safer and more secure for your district and Users.

Use, Retention and Deletion

We do not collect, maintain, use, or share Personal Information beyond what is required for the educational purposes for which it was collected and will retain, destroy or de-identify your Personal Information in accordance with applicable law and the terms of our Agreement. Deletion and retention functionality and procedures vary based on the Service used.

G. Customer Responsibilities

Although we have taken numerous steps to ensure the privacy and security of Personal Information we hold on your behalf, your use of the Services must also be in accordance with prevailing security practices. These practices include, but are not necessarily limited to, (i) securely configuring your accounts using federated identity management or strong and unique passwords and not sharing your authentication information, (ii) avoiding the upload of unnecessary Personal Information into the Service, (iii) exercising oversight to ensure your Educator and Student Users are using the Service appropriately, (iv) training and educating your Users on the importance of privacy and security; and (v) limiting information sharing by allowing Users to access only the information that they need.

H. Miscellaneous

External Content

Certain Services we offer may link, or provide Users with the ability to link, to external content such as online videos or news articles. Educator Users often make these sites available as reading materials for Student User assignments or exercises. We urge our Customers and Educator Users to exercise caution by evaluating the privacy practices of external sites you are linking to, particularly those that collect Personal Information from your Student Users.

This Privacy Policy does not apply to any non-Company site, as we are unable to control the associated privacy and security practices. However, in the case of third-party content providers to which we provide any Personal Information to facilitate the provision of Services to you, we have evaluated such third parties' data handling practices to ensure that they protect your Personal Information in accordance with this Privacy Policy. Should you have concerns over the privacy practices of our linked or integrated external content, please notify us using the contact information in Section B above.

Governing Terms

Unless otherwise stated in the Agreement, the terms of this Policy shall prevail and supersede any inconsistent terms and conditions contained in the Agreement.

FERPA

Our Services comply with all applicable provisions of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99). We receive Student Data from Customers who are educational institutions as a "school official" under FERPA and only process Student Data for educational purposes. In the event we receive a subpoena or judicial order for the disclosure of education records, we will notify the associated institutional Customer(s) prior to fulfilling the request in accordance with FERPA. For additional information on FERPA, please visit the U.S. Department of Education's Privacy Technical Assistance Center.

COPPA

Our Services comply with all applicable provisions of the Children's Online Privacy Protection Act (COPPA) (15 USC 6501 et seq.) To the extent COPPA applies to information we collect, we process such information for educational purposes only, at the direction of the partnering Customer. For additional information on COPPA and educational institution consent, please refer to the Federal Trade Commission's Complying with COPPA: Frequently Asked Questions.

I. Definitions

Capitalized terms not defined in this section are defined by applicable law when a citation is present.

"Agreement" means the terms of use or other user agreement for the applicable Services, along with any agreement that may have been executed between the Company and the Customer with respect thereto.

"Data Handling Practices" means Company's practices related to the collection, protection, use or disclosure of Personal Information.

"Educator Data" means the personally identifiable information of Users of the Service who are not students, such as teachers or School administrators.

"Educator User" means a User of the Service who is not a student, such as a school administrator, faculty member, board member, school employee, school agent or representative.

"Personal Information" means the personally identifiable information of Users of the Service.

"Student Data" means the personally identifiable information received about Student Users of the Service.

"Student User" means a User of the Service who is a student at an educational institution who has purchased and is using a Service.

"Usage Data" means data gathered about Users' activity on the site, which may be collected through the use of system or application logs, cookies, mobile device identifiers, IP addresses and other industry-accepted technology.

"User" means an authenticated Authorized User of our U.S. K-12 online websites, applications, products and services.

J. California Consumer Protection Act (CCPA)

The Services we provide to our Customers comply with all applicable provisions of the California Consumer Protection Act (CCPA) (§1798.100 et seq.) The information we collect is solely for the delivery of our Services and is not sold to any third parties. It is our objective to ensure any Personally Identifiable Information (PII) we have about our customers is accurate and necessary to provide our Services

To the extent CCPA applies to information we collect about individual California consumers, it is your right under CCPA to, access, rectify, object to, request erasure, export or choose how we process any PII collected for the delivery of our services at any time. If you are a student or parent of a student at an educational institution using our products and wish to exercise any of these rights, please direct any requests to the appropriate representative at your educational institution. For any other Customers to whom we have sold our products to directly (not an educational institution), you can exercise your rights to pose questions, comments, or concerns by emailing our Data Privacy Office at k12legal@savvas.com.

Policy Effective Date

October 07, 2020

Privacy Policy

Privacy Policy

Generation Genius takes student privacy and security very seriously. As described in more detail below, protect Personally Identifiable Information (PII) and to prevent data breaches, including the use of industry measures. **The subscription services offered by Generation Genius DO NOT require student users to provide email addresses to parents or guardians.** *adults so students should not enter any PII when using the site.* If student PII is discovered in our system

This privacy policy applies to users of the generationgenius.com website (the "GG Website") and to use located at GG Website (the "Subscription Services" and together with the GG Website, the "Services") and do not pertain to information that is collected offline. BY USING THE SERVICES, YOU CONSENT TO THE TERMS OF OUR PROCESSING OF PERSONAL INFORMATION FOR THE PURPOSES STATED BELOW. IF YOU DO NOT AGREE TO THIS POLICY, PLEASE DO NOT USE THE SERVICES. IF YOUR USE OF THE SUBSCRIPTION SERVICES IS SUBJECT TO OTHER TERMS, THOSE IN THIS PRIVACY POLICY, THE TERMS IN YOUR APPLICABLE AGREEMENT SHALL APPLY SOLELY.

A. Information Collected

We potentially collect two types of information from visitors to the Services: (1) Personally Identifiable Information such as your IP address or cookies.

(1) Personally Identifiable Information:

"Personally Identifiable Information" is information that identifies you personally, such as your name, address, email address, and phone number. We collect and store the personally identifiable information that users have provided to us. Here are some examples of the personally identifiable information that we collect on the Services:

- For non-student users, we may collect your email address and name if you sign up for a newsletter or other email service.
- We may collect your name and email address if you provide it in connection with your account registration.

(2) Non-Personally Identifiable Information

"Non-Personally Identifiable Information" can be technical information. Non-personally identifiable information includes, but is not limited to, the following examples of the non-personally identifiable information that is collected via the Services and a description of how we use that information:

- Internet Protocol (IP) address, which lets computers attached to the Internet know where to send you data.
- Cookie: A "cookie" is a small text file with information about your site activity on the Services.

B. Use of Information Collected Via the Services

Personally Identifiable Information:

- To deliver services you request, such as login to the service.
- To alert you to Service enhancements and news from Generation Genius;

- To complete a transaction or service requested by you;
- To notify you about a material change to this privacy policy or Terms of Use, if necessary;

Non-Personally Identifiable Information:

Non-personally identifiable information is used as described above and in other ways as permitted by a information with personally identifiable information. When combined, we treat the combined information as personally identifiable information under this policy.

Data Retention:

Data is retained only for education purposes.

C. Sharing and Disclosure of Information

(1) Personally Identifiable Information: We may share or disclose your personally identifiable information in the following circumstances:

(i) To fulfill a service to you. For example, if you subscribe to the Subscription Services, we may share your information to administer or maintain your subscription. In addition, if you email us a question, we may use your email information to respond to your question.

(ii) To the service providers that help us maintain our Services and provide other administrative services, including customer service, sending customer communications on Generation Genius's behalf, and for the purpose of not use the personally identifiable information for any purpose other than to provide the administrative services.

(iii) To comply with the law or in the good faith belief that such action is necessary in order to conform to the law, protect and defend our rights or property, including the rights and property of Generation Genius, or to protect the personal safety of our end users.

(iv) To third parties as part of any corporate reorganization process including, but not limited to, merger or acquisition of assets.

(v) To track and analyze non-identifying and aggregate usage and volume statistical information from our Services and third parties.

(vi) Except as described in this privacy policy or at the time we request the information, we do not other identifiable information to any third parties.

(2) Non-Personally Identifiable Information

We use non-personally identifiable information collected on the Services in the manner disclosed above.

D. Collection and Use of Information from Children under the Age of 13

(1) Collection of Personally Identifiable Information from Children: Generation Genius does not request students using the Subscription Services, no personally identifiable information is needed.

(2) Non-Personally Identifiable Information: We collect and store the non-personally identifiable information in accordance with our privacy policy. We do not, however, link this information to personally identifiable information when it is collected.

(3) Note to Parents and Legal Guardians: Please contact Generation Genius at any time regarding privacy concerns.

Generation Genius

1679 South Dupont Highway, Ste 100

Dover, DE 19901

Phone: 866-936-5564

Email: support [at] generationgenius.com

E. International Visitors

Our servers and data centers are located in the United States. If you choose to use the Services from outside of the United States, your Personal Information will be transferred to and stored in the U.S. for storage and processing. By providing your Personal Information to us, you agree to that transfer, storage, and processing in the U.S.

F. Opt-Out

We communicate with users who subscribe to our services on a regular basis via email. For example, we may send you information about changes to our products and services, and to send notices and other disclosures. You may exercise an opt-out choice if you do not want to receive communication from us, such as our product updates. You can opt-out by clicking on a link below the email or by contacting us. We will process your "unsubscribe" request as soon as possible.

G. Third Party Web Services

This statement applies solely to information collected on the Services. The Services may contain links to other web sites, their practices or the content of these other web sites.

H. Accessing Your Personally Identifiable Information and Privacy Preferences

We provide you with an opportunity to access your personally identifiable information to ensure it is correct. If you wish to access or update your information, please contact our customer service representatives at 1-866-936-5564. To be removed from our mailing list, please contact us at privacy@generationgenius.com.

I. Assignment

In the event that all or part of our assets are sold or acquired by another party, or in the event of a merger, acquisition, or sale of assets, we may transfer your personally identifiable information collected via the Services.

J. Changes to this Privacy Policy

We reserve the right to change this privacy policy from time to time. When we do, we will also revise the date of this policy. We will post the changes to this privacy policy that may be materially less restrictive on our use or disclosure of personal information. We will obtain your consent before implementing the change either by sending a notice to the primary email address associated with your account or by posting a notice on the Services.

K. Security

No data transmissions over the Internet can be guaranteed to be 100% secure. Consequently, we cannot guarantee the security of any information that you transfer to Generation Genius is done so over the Internet.

Once we receive your transmission, we make reasonable efforts to ensure security on our systems. We cannot prevent unauthorized access, disclosure, alteration, or destruction. However, please note that this is not a guarantee that such information will not be destroyed by breach of such firewalls and secure server software.

If we learn of a security systems breach we may attempt to notify you electronically so that you can take appropriate steps to protect your information. If you are providing personally identifiable information to us you agree that we can communicate with you electronically for security purposes and for the operation, maintenance, and support of the Services. We may post a notice on our Services if a security breach occurs. We may also contact you by email or by other means if we have provided to us in these circumstances. Depending on where you live, you may have a legal right to

N. Age Screening

If we become aware that we have inadvertently received personally identifiable information from a user, we will delete that information from our records as soon as we discover it.

O. Contacting Generation Genius

If you have any questions about this privacy policy or our privacy practices, please contact us at support@generationgenius.com. If you are a user of our Subscription Services that is subject to an agreement with Generation Genius that expressly addresses the following Sections P, Q, and/or R apply to you, as applicable.

P. Dispute Resolution

In the event of any controversy, claim or dispute ("dispute") related to or arising out of your use of the Site or Generation Genius's intellectual property or Generation Genius's licensed intellectual or proprietary rights, you and we agree to the following resolution procedure:

1. The parties will first attempt in good faith to resolve any dispute by informal negotiation. The informal negotiation period shall be 30 days. If the dispute persists, the party who initiates the dispute sends a written notice to the other party describing the facts and circumstances of the dispute. If, after 30 days from the date of the written notice, the parties have been unable to resolve the dispute, either party may commence binding arbitration. The arbitration shall be initiated in the Los Angeles, CA area and shall be administered by JAMS pursuant to the JAMS Arbitration Rules. Judgment on any potential award may be entered in any court having jurisdiction. BY USING THE SITE, YOU AGREE TO RESOLVE ANY DISPUTE IN COURT BEFORE A JUDGE OR JURY. Unless the arbitrator concludes that the arbitration was not warranted, Generation Genius will pay all filing, JAMS, and arbitrator's fees and expenses.
2. If the parties are unable to resolve the dispute through informal negotiation, you and Generation Genius agree to submit the dispute to binding arbitration before one arbitrator to be mutually agreed upon by both parties. If the parties cannot agree on an arbitrator, the parties shall select one Arbitrator from the list of qualified JAMS arbitrators and those two Arbitrators shall select the person to be the Arbitrator. The arbitration shall be initiated in the Los Angeles, CA area and shall be administered by JAMS pursuant to the JAMS Arbitration Rules. Judgment on any potential award may be entered in any court having jurisdiction. BY USING THE SITE, YOU AGREE TO RESOLVE ANY DISPUTE IN COURT BEFORE A JUDGE OR JURY. Unless the arbitrator concludes that the arbitration was not warranted, Generation Genius will pay all filing, JAMS, and arbitrator's fees and expenses.
3. ALL DISPUTES SHALL BE RESOLVED ON AN INDIVIDUAL BASIS. Neither party shall have the right to join or be joined in any proceeding. No proceeding can be combined with another without the prior written consent of all parties to the proceeding.

Q. Choice of Law

This privacy policy has been made in and shall be construed in accordance with the laws of the State of California and its principles.

The parties acknowledge that this Policy evidences a transaction involving interstate commerce. Notwithstanding to applicable substantive law, any arbitration conducted pursuant to the terms of this Policy shall be governed by the Federal Arbitration Act (9 U.S.C. § 1-16).

R. Choice of Forum

By using the Generation Genius website and services, you agree that the exclusive jurisdiction for any dispute shall be the state and federal courts located in California.

YOUR CALIFORNIA DO NOT TRACK DISCLOSURES AND PRIVACY RIGHTS

Generation Genius does not support Do Not Track browser settings and does not currently participate in responding to signals or other mechanisms from you regarding the collection of your Personally Identifiable Information. Beginning on January 1, 2005, California Civil Code Section 1798.83 permits our visitors who are California residents to request that Generation Genius's disclosure of personally identifiable information to third parties for their direct marketing purposes be limited.

Generation Genius, Inc.

1679 South Dupont Highway, Ste 100

Dover, DE 19901

Phone: 866-936-5564

Email: support [at] generationgenius.com

Effective as of 11/17/2020

© 2021 Generation Genius, Inc. A Public Benefit Corporation.

*Next Generation Science Standards is a trademark of Achieve, Inc.

a non-profit dedicated to raising academic standards & graduation rates.

LESSONS



- [Curriculum](#)
- [Curriculum](#)
 - [Kindergarten Math](#)
 - [Grade 1 Math](#)
 - [Grade 2 Math](#)
 - [Grade 3 Math](#)
 - [Grade 4 Math](#)
 - [Grade 5 Math](#)
 - [Math Facts](#)
- Over 40 Million kids use SplashLearn!
- [Parents](#)
- [Teachers](#)
- [Case Studies](#)
- [Sign In](#)
- [Parents, Sign Up for Free](#)
- [Teachers, Sign Up for Free](#)
- [Sign In](#)
- [Parents, Sign Up for Free](#)
- [Teachers, Sign Up for Free](#)

Privacy Policy

Effective: December 10th, 2020

Introduction

StudyPad, Inc. ("Company," "we," "us," "our,") knows that you care about how your and your child's Personal Data is used and shared. Please read this Privacy Policy to learn how we treat your Personal Data.

By visiting the SplashLearn website or any other linked pages, features, content, or applications offered from time to time by Company in connection therewith (collectively, the "Services"), or using any of our Services, you acknowledge that you accept the practices and policies outlined below and you hereby consent that we will collect, use and share your data as described in this Privacy Policy.

Remember that your use of SplashLearn's Services is at all times subject to our [Terms of Use](#), which incorporates this Privacy Policy. Any terms we use in this Policy without defining them have the definitions given to them in the Terms of Use.

Table of Contents

[What Does This Privacy Policy Cover?](#)

[How is Children's Personal Data treated?](#)

[What Personal Data and Children's Personal Data Does Company Collect?](#)

[What Sources does the Company Collect Data from](#)

[How does the Company Use the Data it Collects](#)

[Will Company Share any of the Data it Receives?](#)

[Is Personal Data About me Secure?](#)

[Data Deletion & Retention](#)

[Communication Choices](#)

[California Resident Rights](#)

[Other State Law Privacy Rights](#)

[European Union Data Subject Rights](#)

[Changes to this Privacy Policy](#)

[Questions or Concerns](#)

What Does This Privacy Policy Cover?

This Privacy Policy covers how we treat Personal Data. "Personal Data" means any information that identifies or relates to a particular individual and also includes information referred to as "personally identifiable information" or "personal information" under applicable data privacy laws, rules or regulations.

In this document "Personal Data" shall apply to Personal Data of individual Service users who are not child registrants. References to "Children's Personal Data" shall only apply to Personal Data of child users of the Services. General references to "data" or "information" shall apply to all users.

Company gathers Personal Data and Children's Personal Data when you or your child access the Services and when you or your child use Company's Services. This policy does not apply to the practices of companies that Company does not own or control, or to individuals that Company does not employ or manage.

If you have any questions about this privacy policy or how your Personal Data is handled, please email us at compliance@splashlearn.com

How is children's Personal Data treated?

The Children's Online Privacy Protection Act ("COPPA") requires that online service providers obtain parental consent before they knowingly collect personally identifiable information online from children who are under 13 years of age. Moreover, the EU General Data Protection Regulation (the "GDPR") requires that data controllers obtain consent from the holders of parental responsibility over children who are under 16 years of age before such controllers knowingly collect and process Personal Data from such children.

If you are a child, you may not disclose Personal Data to us. Company only collects limited Personal Data about children ("Children's Personal Data") directly from the parent or guardian who has downloaded our mobile applications or registered on our website.

In the event that we learn that we have collected Children's Personal Data directly from a child, we will delete that data as quickly as possible. If you believe that a child may have provided us Children's Personal Data without parental consent, please contact us at compliance@splashlearn.com

If you are a child and your parent has signed up for the Service, you understand that your parent may be able to view all data within or associated with the account, including without limitation progress reports and usage data that tracks your performance on games, assessments and other tests available through the Services.

What Personal Data Does Company Collect?

The Personal Data you provide is used for such purposes as providing you the services, answering questions, sending product updates, and communicating with you about Company's products and services, including specials and new features. The Children's Personal Data you provide shall only be used for creating your individual account (which will allow you to receive progress reports that include tracking your child's performance and progress). You can choose not to provide us with certain data, but then you may not be able to take advantage of many of our special features.

You may review, modify, stop collection of or remove your Personal Data or Children's Personal Data identified below at any time by logging into your account and accessing features to edit your profile and/or account information.

If you are a teacher or a school, by sharing Student Data or other data to SplashLearn, you expressly grant, and you represent and warrant that you have all rights necessary to grant, to SplashLearn a non-exclusive, royalty-free, worldwide license during the term of the Agreement to use, transmit, distribute, modify, reproduce, display, and store the Student Data solely for the purposes of (i) providing the Services as contemplated by the Agreement, and as otherwise described herein, (ii) maintaining, supporting, evaluating, improving and developing our products, applications, and Service, and (iii) enforcing our rights under the Agreement.

We collect the following types of data from our customers:

Data about Children

Children's Personal Data provided by parents is limited to a screen name and gender. As a teacher or a school administrator, you also provide a full name to be able to track progress and distinguish students, you may choose to provide a different identifier instead of name for this purpose. You may also provide us with a username and a password for each of the student accounts.

A child (or parent) can record their voice while reading a digital book and play it back to help them learn to read. This recording stays on your device and is not sent to our servers. The recording is automatically deleted as soon as the child moves to the next page of the book. The record voice feature is optional, and parents can deny microphone access without affecting the child's access to the books.

Profile or Contact Information

We collect your email address, account password, zip code, credit card and/or other payment information and any other information necessary for us to provide our services. If you are a teacher or a school administrator we also collect your school name from you in order to provide you school level features and prevent misuse of our services meant for teachers and schools.

We also offer parents and teachers the ability to sign up for the services using their existing Facebook or Google account. If you choose to sign up for the Services using one of these accounts, we will receive your full name from the service provider managing that account.

Additionally, you may also provide us with additional Personal Data when you contact us for product or technical support like an alternate communication method which we will use to answer your queries and process your requests. If you are using the service as an Educational Institution, Student information may be visible during Customer Support and/or Troubleshooting. Personally identifiable information such as Student Name, Teacher Email Address, login dates and times may be viewed on our service by Product Support Staff.

Push Notifications

We may also send parents and teachers practice reminders through our mobile apps. These notifications are intended for grown-ups only and can only be requested through the parent/grown-up sections of our mobile apps. You can opt-out from these notifications or modify the frequency of these notifications at any time through the app or device settings.

Activity Data

We receive and store certain types of information whenever you interact with our Services or use our Services. Company automatically receives and records information on our server logs from your browser including your IP address, cookie information, and the page you requested.

We also record data around children's usage of the Services such as their activities, their performance on games and activities, in order to send you reports and recommend the most appropriate games and activities.

Cookies

The Services also use cookies and similar technologies such as pixel tags, web beacons, clear GIFs and JavaScript (collectively, "Cookies"). Cookies are small pieces of data— usually text files — placed on your computer, tablet, phone or similar device when you use that device to access our Services. We may also supplement the information we collect from you with information received from third parties, including third parties that have placed their own Cookies on your device(s). Please note that because of our use of Cookies, the Services do not support "Do Not Track" requests sent from a browser at this time.

We use information collected through cookies and usage of the Services for purposes such as to learn more about our user base; analyze trends; authenticate and secure the Services; enhance and personalize your experience; and in general to improve and operate our Services.

Such technology is also used to receive a confirmation when you open an email from us. We use this confirmation to help us make emails more interesting and helpful. When you receive emails from us, you can opt out of receiving further emails by following the included instructions to unsubscribe.

Advertising

We may run advertising campaigns to market our Services and use technology such as cookies to analyze the performance of advertising and improve them. **We do not currently display third party advertisements on our Services or use third party cookies to track child users for advertising purposes.**

For more information about our use of Cookies, please see our [Cookie Policy](#).

To view summary of the categories of Personal Data that we collect and have collected over the past 12 months, [click here](#).

What Sources does the company collect information from

Categories of Sources of Personal Data

We collect Personal Data about you from the following categories of sources:

You

- When you provide such information directly to us
 - When you create an account or use our interactive tools and Services.

- When you voluntarily provide information in free-form text boxes through the Services or through responses to surveys or questionnaires.
- When you send us an email or otherwise contact us.
- When you use the Services and such information is collected automatically
 - Through Cookies (defined in the “Cookies” section).
 - If you download our mobile application or use a location-enabled browser, we may receive information about your location and mobile device, as applicable
 - If you download and install certain applications and software we make available, we may receive and collect information transmitted from your computing device for the purpose of providing you the relevant Services, such as information regarding when you are logged on and available to receive updates or alert notices.

Public Records

- From the government or other sources.

Third Parties

- Vendors
 - We may use analytics providers to analyze how you interact and engage with the Services, or third parties may help us provide you with customer support.
 - We may use vendors to obtain information to generate leads and create user profiles.
- Advertising Partners
 - We receive information about you from some of our vendors who assist us with marketing or promotional services related to how you interact with our websites, applications, products, Services, advertisements or communications.
- Social Networks
 - If you provide your social network account credentials to us or otherwise sign in to the Services through a third-party site or service, some content and/or information in those accounts may be transmitted into your account with us.

How does the Company Use the Information it Collects

Our Commercial or Business Purposes for Collecting Personal Data

- **Providing, Customizing and Improving the Services**
 - Creating and managing your account or other user profiles.
 - Processing orders or other transactions; billing.
 - Providing you with the products, services or information you request.
 - Meeting or fulfilling the reason you provided the information to us.
 - Providing support and assistance for the Services.
 - Improving the Services, including testing, research, internal analytics and product development.
 - Personalizing the Services, website content and communications based on your preferences.
 - Doing fraud protection, security and debugging.
 - Carrying out other business purposes stated when collecting your Personal Data or as otherwise set forth in applicable data privacy laws, such as the California Consumer Privacy Act (the “CCPA”).
- **Marketing the Services**
 - Marketing and selling the Services.
 - Advertising our products and services; measuring and improving the effectiveness of advertisements
- **Corresponding with You**
 - Responding to correspondence that we receive from you, contacting you when necessary or requested, and sending you information about SplashLearn or the Services.
 - Sending emails and other communications according to your preferences or that display content that we think will interest you including reports, new features and promotional offers.
- **Meeting Legal Requirements and Enforcing Legal Terms**

- Fulfilling our legal obligations under applicable law, regulation, court order or other legal process, such as preventing, detecting and investigating security incidents and potentially illegal or prohibited activities.
- Protecting the rights, property or safety of you, SplashLearn or another party.
- Enforcing any agreements with you.
- Responding to claims that any posting or other content violates third-party rights.
- Resolving disputes.

We will not collect additional categories of Personal Data or use the Personal Data we collected for materially different, unrelated or incompatible purposes without providing you notice.

Will Company Share any of the Information it Receives?

Your Personal Data and Children's Personal Data is an integral part of our business. We neither rent nor sell your Personal Data or Children's Personal Data to anyone. We share your Personal Data and Children's only as described below. As explained below, we only share Children's Personal Data associated with your account directly with you to report on your child's performance using our Services. We never share that Children's Personal Data with any third party other than service providers. A child's usage data (i.e. performance on tests, games, etc. available on the Services) is shared through aggregated, anonymous comparisons, but never in a way that could personally identify the child. In addition, we do not offer students chat rooms or community features that allow the sharing or posting of Children's Personal Data in a public forum.

We employ APIs of other companies and people to perform tasks on our behalf and may need to share your information with them, including Personal Data or Children's Personal Data, to provide products or services to you. Examples include sending billing receipts and weekly progress reports and providing user services. Unless we tell you differently, these companies do not have any right to use Personal Data or Children's Personal Data we share with them beyond what is necessary to execute tasks at hand. We will also require that these companies agree to protect the security of the information we share with them. For any privacy inquiries related to how these companies may handle your information on our behalf, please use the contact information of SplashLearn at the bottom of this page, and we will respond to all such inquiries.

We disclose your information to the categories of service providers and other parties listed in this section. Depending on state laws that may be applicable to you, some of these disclosures may constitute a "sale" of your Personal Data. For more information, please refer to the state-specific sections below.

Service Providers: These parties help us provide the Services or perform business functions on our behalf. They include:

- Hosting, technology and communication providers.
- Security and fraud prevention consultants.
- Support and customer service vendors.
- Product fulfillment and delivery providers.
- Payment processors.
 - Our payment processing partner Stripe, Inc. ("Stripe") collects your voluntarily-provided payment card information necessary to process your payment.
 - Please see Stripe's terms of service and privacy policy for information on its use and storage of your Personal Data.

Analytics Partners: These parties provide analytics on web traffic or usage of the Services. They include:

- Companies that track how users found or were referred to the Services.
- Companies that track how users interact with the Services.

Advertising Partners: These parties help us market our services and provide you with other offers that may be of interest to you. They include:

- Ad networks.
- Data brokers.
- Marketing Providers

Parties You Authorize, Access or Authenticate

- Third parties you access through the services.
- Social media services.
- Other users.

Here is the list of partners that we work with.

Sharing with Affiliated Businesses

Over time, SplashLearn may grow and reorganize. We may share your information, including Personal Data with affiliates such as a parent company, subsidiaries, joint venture partners or other companies that we control or that are under common control with us, in which case we will require those companies to agree to use your Personal Data in a way that is consistent with this Privacy Policy.

In the event that SplashLearn is involved in a merger, reorganization, dissolution, sale of business or assets or similar event, information disclosed to or collected by may be transferred to SplashLearn's successor, or to the purchaser of such assets, as applicable. You will be notified via email and a prominent notice on our Website of any change in ownership or uses of your Personal Data, as well as any choices you may have regarding your Personal Data.

User Profiles

Children are not allowed to enter or upload User Submissions. No Children's Personal Data will ever be displayed to any third party through a User Profile. Email addresses are used to add new User Submissions to user profiles and to communicate through User Submissions. Users' email addresses will not be directly revealed to other users by Company, except, when the user is "connected" to another user via a shared group membership, or an invitation, or if the user has chosen to include their email address in their User Profile.

Promotional Offers

We may send offers to you on behalf of other businesses. However, when we do so, we do not give the other business your name and address and such communications will not be sent to child users. If you do not wish to receive these offers, please unsubscribe using the instructions provided in the email, the account management tools on the website, or by sending an email with your request to help@splashlearn.com

Legal Obligations

We may share any Personal Data that we collect with third parties in conjunction with any of the activities set forth under "Meeting Legal Requirements and Enforcing Legal Terms" in the "Our Commercial or Business Purposes for Collecting Personal Data" section above.

Protection of Company and Others

We may release Personal Data to protect the rights, property, or safety of Company, our employees, our users, or others. This includes exchanging information with other companies and organizations for fraud protection and credit risk reduction.

Data that is Not Personal Data

We may create aggregated, de-identified or anonymized data from the Personal Data we collect, including by removing information that makes the data personally identifiable to a particular user. We may use such aggregated, de-identified or anonymized data and share it with third parties for our lawful business purposes, including to analyze, build and improve the Services and promote our business, provided that we will not share such data in a manner that could identify you.

With Your Consent

Except as set forth above, you will be notified when your Personal Data may be shared with third parties, and you will be able to prevent the sharing of this information.

Is Personal Data and Children's Personal Data About Me Secure?

The security of your Personal Data is important to us. To prevent unauthorized access, disclosure, or improper use of your information, and to maintain data accuracy, we've established physical, technical, and administrative safeguards to protect the Personal Data we collect. In particular:

- We periodically review our information collection, storage and processing practices, including physical security measures, to guard against unauthorized access to systems.
- We perform application security testing; penetration testing; conduct risk assessments; and monitor compliance with security policies.

- When you enter any information anywhere on the Service, we encrypt the transmission of that information using secure socket layer technology (SSL) by default.
- SplashLearn's database where we store your Personal Data is encrypted at rest, which converts all Personal Data stored in the database to an unintelligible form.
- We ensure passwords are stored and transferred securely using encryption and salted hashing.
- SplashLearn's Website and the Service is hosted by third-party service providers at separate facilities, with whom we have a contract providing for enhanced security measures.
- We restrict access to Personal Data to authorized SplashLearn employees, agents or independent contractors who need to know that information in order to process it for us, and who are subject to strict confidentiality obligations and may be disciplined or terminated if they fail to meet these obligations.

Company endeavors to protect user information to ensure that user account information is kept private, however, Company cannot guarantee the security of user account information. Your Personal Data or Children's Personal Data is protected by a password for your privacy and security. You need to ensure that there is no unauthorized access to your account and Personal Data or Children's Personal Data by selecting and protecting your password appropriately and limiting access to your computer and browser by signing off after you have finished accessing your account.

Unauthorized entry or use, hardware or software failure, and other factors, may compromise the security of user information at any time. The website contains links to other sites. Company is not responsible for the privacy policies and/or practices on other sites. When linking to another site you should read the privacy policy stated on that site. This Privacy Policy only governs information collected on the Services. Please be aware that whenever you voluntarily post information to public areas on the Services or any other public forums, such information can be accessed by the public.

If SplashLearn becomes aware of a systems security breach by an unauthorized party or that any user data was used for an unauthorized purpose, we will comply with relevant state and other data breach laws. We will notify users of any breach resulting in unauthorized release of data electronically, at minimum, and without unreasonable delay so that you can take appropriate steps. The notification will include: date of the breach, the types of information that were subject to the breach, general description of what occurred and steps SplashLearn is taking to address the breach.

Data Deletion & Retention

We store your Personal Data for as long as it is necessary to provide products and Services to you and others, including those described above. Personal Data associated with your account will be kept until your account is deleted unless we no longer need the data to provide products and services.

Please note that we may have to retain some information after your account is deleted, to comply with legal obligations, to protect the safety and security of our community or our Service, or to prevent abuse of our Terms.

Deleting Your Account

You have the right to ask us to delete your account at any time. You can do so by contacting us at help@splashlearn.com. In case a parent wants to get a child's classroom account deleted, please contact the child's school.

Student Data Protection Policy: We will not retain a student's Personal Data for any longer than is necessary for educational purposes, legal or contractual obligations, or to provide the Service for which we receive or collect the child's Personal Data. Additionally, we only keep a child's Personal Data for as long as his or her student account is active, unless we are required by law or the child's school to retain it, need it to ensure the security of our community or our Service or to enforce our Terms.

Please see the following section on information about data deletion due to account inactivity:

Home Accounts: For accounts created by parents, if neither the student, nor the student's parent(s) or any of the other student accounts associated with the parents' accounts have logged into their account in 2 years, SplashLearn will automatically delete or de-identify the Personal Data tied to the student account that is not necessary for educational purposes or legal obligations, including device tokens, device identifiers and IP addresses. In effect, the student account will be anonymized and de-linked from the parent account and the data will be non-recoverable. We will make reasonable attempts to inform parents about the account modification a few days in advance. We may retain some Personal Data about the parents for reasons outlined earlier, but these will not be tied to any Personal Data about the student. Parents can always request deletion of their accounts as outlined in the "Deleting your account" section.

Classroom Account: If neither the teacher, nor any of the students associated with the teacher account have logged into their account in 2 years or performed any activity, SplashLearn automatically deletes or de-identifies any Personal Data tied to the student accounts that is not necessary for educational purposes or legal obligations, including device tokens, device identifiers and IP addresses.

Please note that some content will not be deleted given various compliance and record-keeping obligations schools have. Please contact your (or your child's) school if you would like this content deleted. If the school determines that the request should be implemented, they may submit a request to us.

What happens when an account is deleted: SplashLearn de-identifies or deletes any Personal Data tied to the accounts, including emails, usernames, device token, device identifiers, IP addresses. Some information may persist in backups that we maintain, for a reasonable amount of time. SplashLearn retains de-identified usage information about the accounts unless we contractually obligated to delete such information.

When a teacher or school administrator deletes an account from within their SplashLearn dashboard, the deleted accounts are kept in a recoverable state for 14 days before the deletion actually takes place. This is done so that any erroneous deletions on the user's part can be recovered and accounts may be restored.

Please note that after an account is deleted from our systems, it is not possible for us to restore the account or any Personal Data associated with it.

Communication Choices

During the time that you use your services, you will receive emails from us, which includes emails around new features and updates, practice reports and reminders, promotional offers and account related emails.

You may opt-out from receiving emails from within your SplashLearn account, or by using unsubscribe links included in the emails themselves. Opting out from certain types of emails may prevent us from providing you key portions of the services, such as providing progress reports that explain your child's performance and progress using the Services.

Please note even if you subscribe, we will still need to send certain essential emails till the time you have an account with us. These may include payment related emails, important legal or security related updates.

California Resident Rights

If you are a California resident, you have the rights set forth in this section. Please see the "Exercising Your Rights" section below for instructions regarding how to exercise these rights. Please note that we may process Personal Data of our customers' end users or employees in connection with our provision of certain services to our customers. If we are processing your Personal Data as a service provider, you should contact the entity that collected your Personal Data in the first instance to address your rights with respect to such data.

If there are any conflicts between this section and any other provision of this Privacy Policy and you are a California resident, the portion that is more protective of Personal Data shall control to the extent of such conflict. If you have any questions about this section or whether any of the following rights apply to you, please contact us at compliance@splashlearn.com.

Access

You have the right to request certain information about our collection and use of your Personal Data over the past 12 months. In response, we will provide you with the following information:

- The categories of Personal Data that we have collected about you.
- The categories of sources from which that Personal Data was collected.
- The business or commercial purpose for collecting or selling your Personal Data.
- The categories of third parties with whom we have shared your Personal Data.
- The specific pieces of Personal Data that we have collected about you.

If we have disclosed your Personal Data to any third parties for a business purpose over the past 12 months, we will identify the categories of Personal Data shared with each category of third party recipient. If we have sold your Personal Data over the past 12 months, we will identify the categories of Personal Data sold to each category of third party recipient.

Deletion

You have the right to request that we delete the Personal Data that we have collected about you. Under the CCPA, this right is subject to certain exceptions: for example, we may need to retain your Personal Data to provide you with the Services or complete a transaction or other action you have requested. If your deletion request is subject to one of these exceptions, we may deny your deletion request.

Exercising Your Rights

To exercise the rights described above, you or your Authorized Agent (defined below) must send us a request that (1) provides sufficient information to allow us to verify that you are the person about whom we have collected Personal Data, and (2) describes your request in sufficient detail to allow us to understand, evaluate and respond to it. Each request that meets both of these criteria will be considered a "Valid Request." We may not respond to requests that do not meet these criteria. We will only use Personal Data provided in a Valid Request to verify your identity and complete your request. You do not need an account to submit a Valid Request.

We will work to respond to your Valid Request within 45 days of receipt. We will not charge you a fee for making a Valid Request unless your Valid Request(s) is excessive, repetitive or manifestly unfounded. If we determine that your Valid Request warrants a fee, we will notify you of the fee and explain that decision before completing your request.

You may submit a Valid Request using the following methods:

- Call us at: 855-979-8948 (@Umang Jain)
- Email us at: help@splashlearn.com

You may also authorize an agent (an "Authorized Agent") to exercise your rights on your behalf. To do this, you must provide your Authorized Agent with written permission to exercise your rights on your behalf, and we may request a copy of this written permission from your Authorized Agent when they make a request on your behalf.

Personal Data Sales Opt-Out and Opt-In

We will not sell your Personal Data, and have not done so over the last 12 months. To our knowledge, we do not sell the Personal Data of children under 16 years of age.

We Will Not Discriminate Against You for Exercising Your Rights Under the CCPA

We will not discriminate against you for exercising your rights under the CCPA. We will not deny you our goods or services, charge you different prices or rates, or provide you a lower quality of goods and services if you exercise your rights under the CCPA. However, we may offer different tiers of our Services as allowed by applicable data privacy laws (including the CCPA) with varying prices, rates or levels of quality of the goods or services you receive related to the value of Personal Data that we receive from you.

Other State Law Privacy Rights

California Resident Rights

Under California Civil Code Sections 1798.83-1798.84, California residents are entitled to contact us to prevent disclosure of Personal Data to third parties for such third parties' direct marketing purposes; in order to submit such a request, please contact us at help@splashlearn.com.

Nevada Resident Rights

If you are a resident of Nevada, you have the right to opt-out of the sale of certain Personal Data to third parties who intend to license or sell that Personal Data. You can exercise this right by contacting us at help@splashlearn.com with the subject line "Nevada Do Not Sell Request" and providing us with your name and the email address associated with your account. Please note that we do not currently sell your Personal Data as sales are defined in Nevada Revised Statutes Chapter 603A.

European Union Data Subject Rights

EU Residents

If you are a resident of the European Union ("EU"), United Kingdom, Lichtenstein, Norway or Iceland, you may have additional rights under the EU General Data Protection Regulation (the "GDPR") with respect to your Personal Data, as outlined below.

For this section, we use the terms "Personal Data" and "processing" as they are defined in the GDPR, but "Personal Data" generally means information that can be used to individually identify a person, and "processing" generally covers actions that can be performed in connection with data such as collection, use, storage and disclosure.

SplashLearn will be the controller of your Personal Data processed in connection with the Services. Note that we may also process Personal Data of our customers' end users or employees in connection with our provision of certain services to customers (e.g. educational institutions), in which case we are the processor of Personal Data. If we are the processor of your Personal Data (i.e., not the controller), please contact the controller party in the first instance to address your rights with respect to such data.

If there are any conflicts between this this section and any other provision of this Privacy Policy, the policy or portion that is more protective of Personal Data shall control to the extent of such conflict. If you have any

questions about this section or whether any of the following applies to you, please contact us at help@splashlearn.com.

Personal Data We Collect

The "What Personal Data Does Company Collect" section above details the Personal Data that we collect from you.

Personal Data Use and Processing Grounds

The "How does the Company Use the Information it Collects" section above explains how we use your Personal Data.

Sharing Personal Data

The "Will Company Share any of the Information it Receives" section above details how we share your Personal Data with third parties.

EU Data Subject Rights

You have certain rights with respect to your Personal Data, including those set forth below. For more information about these rights, or to submit a request, please email us at compliance@splashlearn.com. If any request made under this section is clearly unfounded or excessive, we may reject the request or require a reasonable fee to honor the request. Additionally, we may not be able fully comply with your request if it jeopardizes the rights of others, or if it is not required by law. If we decide to reject your request, we will inform you of the reasons for not taking action and provide information on other possible remedies. If we decide that a reasonable fee is necessary, we will promptly inform you and will comply with the request upon receipt of this fee.

In some cases, we may also need you to provide us with additional information, which may include Personal Data, if necessary to verify your identity and the nature of your request.

We will respond to all requests within a reasonable timeframe. If our full response will ever take more than a month due to complexity or scope, we will notify you of this and keep you updated.

Review and update your data: You have the right to access and update any personal data that we have collected. Some personal data, such as the account holder's name and email address can be found and updated using the account management tools on our website at <https://www.splashlearn.com/profile>. For any personal data beyond this, please submit a request using the contact information at the end of this section.

Delete your data: You also have the right to get your personal data deleted. This is sometimes known as the 'right to be forgotten'. To request that we delete all personal data about you, please submit a request using the contact information at the end of this section.

For more information on our data deletion and retention practice from the section on "Data Deletion and Retention"

Restrict Processing: You have the right to restrict how we process your personal data in certain circumstances. This is an alternative to requesting the deletion of your data. Rather than requesting we delete all of your personal data, you may request that we limit our uses of your personal data to specific purposes. You may wish to request we restrict our processing if you contest the accuracy of your personal data and we are working to verify this information, or if you want us to retain your personal data in connection to a legal claim but cease processing it.

Withdrawal of Consent: If we are processing your personal data based on your consent (as indicated at the time of collection of such data), you have the right to withdraw your consent at any time. Please note, however, that if you exercise this right, you may have to then provide express consent on a case-by-case basis for the use or disclosure of certain of your Personal Data, if such use or disclosure is necessary to enable you to utilize some or all of our Services.

Data Portability: You have the right to obtain copies of your information in a structured, commonly used format so that you can move your data between our service and the services of others. We may request more information to confirm your identity before providing any personal data.

Right to Object: You have the right to object to the processing of your personal data for direct marketing purposes or when our processing of your data is based on legitimate interests. You may request that we stop processing your personal data for direct marketing purposes. This is an absolute right and we cannot refuse this request. Beyond direct marketing, if you wish to exercise this right, you must give specific reasons as to why you object to our processing of your data, based on your particular situation. Even after receiving such a request, we may continue processing if it is necessary for the exercise/defense of a legal claim or if we can demonstrate a compelling legitimate ground for the processing.

Right to File Complaint: You have the right to lodge a complaint about SplashLearn's practices with respect to your Personal Data with the supervisory authority of your country or EU Member State. A list of Supervisory Authorities is available here:

https://edpb.europa.eu/about-edpb/board/members_en

Lawful Bases for Processing Personal Data

If you are an individual in the European Union (EU) or an EU citizen, we collect and process data about you only where we have legal bases for doing so under applicable EU laws. This means we collect and process your data only when:

1. It is necessary for a legitimate interest (which is not overridden by your individual privacy interests), such as preventing fraud, improving the Services, and increasing the security of the Services and network infrastructure;
2. You have consented to this collection and processing for a specific purpose;
3. It is necessary to fulfil our contractual obligations; or
4. It is necessary to comply with a legal obligation.

Some examples of our legitimate interests and the data being processed include:

- Network and information security (password, IP address, Device ID)
- Customer Support, and fraud prevention (name, email address)
- Improving our products and services (device hardware information, activity logs)

Where we rely on your consent to process your personal data, you have the right to withdraw or decline consent at any time. If you wish to withdraw your consent, please contact us using the information in the Contact for Individual Rights Requests section.

Where we rely on our legitimate interests to process your personal data, you have the right to object. More information on exercising this right can be found in the EU Data Subject Rights section.

If you have any questions about or need further information concerning the legal basis on which we collect and use your personal data, please contact us at help@splashlearn.com

Contact for Individual Rights Requests

Please use the below information when submitting a request to exercise any of the above rights. Please do not submit requests across multiple communication channels. We will make all efforts to respond to your request within a reasonable timeframe.

Email: compliance@splashlearn.com

Physical Mail:

StudyPad, Inc.

Attn: Joy Deep Nath

548 Market, St #64304

San Francisco CA - 94104

EU Representative: We have appointed GDPR-Rep.eu as representative according to Art 27 GDPR and to provide you with an easy way to submit us privacy related request. If you want to make use of your data subject rights, please visit: <https://gdpr-rep.eu/q/17025404>

Contact [GDPR-Rep.eu](https://gdpr-rep.eu) Maetzler Rechtsanwälts GmbH & Co KG Attorneys at Law c/o StudyPad, Inc
Schellinggasse 3/10, 1010 Vienna, Austria

Please add the following subject to all correspondence: GDPR-REP ID: 17025404

International / Cross Border Data Transfers

The Services are hosted and operated in the United States ("U.S.") through SplashLearn and its service providers. Your Personal Data may be transferred outside your country for the purpose of processing the information in accordance with this privacy policy. By using the Services, you consent to the transfer of your personal data to U.S. and you authorize SplashLearn to transfer, store and process your information to and in the U.S., and possibly other countries. You also acknowledge that laws in the U.S. may differ from the laws where you reside.

EU-U.S. and Swiss-U.S. Privacy Shield

SplashLearn complies with the EU-U.S. Privacy Shield Framework and the Swiss-U.S. Privacy Shield Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of

Personal Data transferred from the European Union, the United Kingdom, and Switzerland to the United States in reliance on Privacy Shield. SplashLearn has certified that it adheres to the Privacy Shield Principles with respect to such data. If there is any conflict between the policies in this privacy policy and data subject rights under the Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Privacy Shield program, and to view our certification page, please visit <https://www.privacyshield.gov/>. Pursuant to the Privacy Shield Frameworks, EU, UK, and Swiss individuals have the right to obtain our confirmation of whether we maintain Personal Data relating to you in the United States. Upon request, we will provide you with access to the Personal Data that we hold about you. You may also correct, amend, or delete the Personal Data we hold about you. An individual who seeks access, or who seeks to correct, amend, or delete inaccurate data transferred to the United States under Privacy Shield, should direct their query to compliance@splashlearn.com. If requested to remove data, we will respond within a reasonable timeframe. We will provide an individual opt-out choice, or opt-in for sensitive data, before we share your data with third parties other than our agents, or before we use it for a purpose other than which it was originally collected or subsequently authorized. To request to limit the use and disclosure of your Personal Data, please submit a written request to compliance@splashlearn.com.

SplashLearn's accountability for personal data that it receives in the United States under the Privacy Shield and subsequently transfers to a third party is described in the Privacy Shield Principles. In particular, SplashLearn remains responsible and liable under the Privacy Shield Principles if third-party agents that it engages to process personal data on its behalf do so in a manner inconsistent with the Principles, unless SplashLearn proves that it is not responsible for the event giving rise to the damage.

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

In compliance with the Privacy Shield Principles, SplashLearn commits to resolve complaints about your privacy and our collection or use of your Personal Data transferred to the United States pursuant to Privacy Shield. European Union, United Kingdom, and Swiss individuals with Privacy Shield inquiries or complaints should first contact SplashLearn at: compliance@splashlearn.com.

SplashLearn has further committed to refer unresolved privacy complaints under the Privacy Shield Principles to an independent dispute resolution mechanism, the BBB EU PRIVACY SHIELD. If you do not receive timely acknowledgment of your complaint, or if your complaint is not satisfactorily addressed, please visit <https://bbbprograms.org/privacy-shield-complaints/> for more information and to file a complaint. This service is provided free of charge to you.

If your Privacy Shield complaint cannot be resolved through the above channels, under certain conditions, you may invoke binding arbitration for some residual claims not resolved by other redress mechanisms. See Privacy Shield Annex 1 at <https://www.privacyshield.gov/article?id=ANNEX-I-introduction>.

Cross-Border Transfers other than to the United States

Personal data may be accessed by our personnel in India for the purpose of providing services. In such instances, we use Standard Contract Clauses approved by the European Commission to protect personal data. If you have queries, please contact us using the contact information mentioned at the end of the document.

Changes to this Privacy Policy

Company may revise this Privacy Policy from time to time. Use of information we collect is subject to the Privacy Policy in effect at the time such information is used.

If we make material changes in the way we use Personal Data or Children's Personal Data, we will notify you by posting an announcement on our Services, or by email and, if necessary, obtain prior verifiable parental consent. Schools signed up for a membership will be notified in advance of any material changes to privacy policies, including practices around new or additional data collection, or new ways of using the data that may lessen your privacy and rights.

We encourage you to review this Privacy Policy from time to time, to stay informed about our collection, use, and disclosure of personal information through the Service. If you don't agree with any changes to the Privacy Policy, you may terminate your account. By continuing to use the Service after the revised Privacy Policy has become effective, you acknowledge that you accept and agree to the current version of the Privacy Policy.

Questions or Concerns



Privacy Policy

Effective Date: June 17, 2021

Welcome to ABCmouse.com® *Early Learning Academy* (ABCMouse), which is owned and operated by Age of Learning, Inc. We are committed to providing children with a learning environment where every activity is just as fun as it is educational and where you can feel confident that your children's privacy is protected.

This Privacy Policy describes the ways in which Age of Learning, Inc., and its subsidiaries (collectively, **we, our, us**, or the **Company**) collect, use, and disclose information about you and the children who use your Account through ABCmouse, and any other websites, applications, and online services (**Apps**) that link to this policy (collectively, the **Services**), including ABCmouse® for Schools. We provide School Accounts (as defined below) for schools, school districts, licensed childcare facilities, or other licensed educational institutions or programs (each, an **Educational Institution**). Our Services are directed toward preschool- through second grade-aged children.

Please read this Privacy Policy closely. By using the Services, you agree to the handling of your information in accordance with this Privacy Policy. If you provide us with your information (directly or indirectly through our service providers) we treat your information according to this Privacy Policy. We will only use your Personal Information in accordance with this Privacy Policy. If we need to use your Personal Information for any other purpose, other than as disclosed herein, we will update this Privacy Policy, as explained under [Section 12 \(Changes to Our Privacy Policy\)](#) below.

Summary of Key Points

You should read this entire Privacy Policy and also our [Terms & Conditions](#), but here are some key points:

- The Services are backed by our Child Safe guarantee. This means that Accounts will never include any pop-up ads or other advertisements directed to children. ABCmouse is also certified under kidSAFE's FTC approved COPPA Safe Harbor program.
- **Personal Information**, or **PI**, is defined in this policy to mirror the text of the California Consumer Privacy Act (**CCPA**) and means 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.
- We take your privacy very seriously, and **we never monetize your Personal Information**; we use it to enhance your experience with opportunities like special promotions and offers.
- During ABCmouse registration, the only information we may ask you to provide about a child who will be using the Services is the child's first name (or nickname), birth month and year, and gender. We also will ask you to choose an Academic Difficulty Level for each child.
- Our Services do not support social or federated login.
- Other than in the places and for the purposes explicitly disclosed in this Privacy Policy, we do not knowingly collect any PI directly from Child Users under age 13.
- We do not ask for certain sensitive PI such as social security numbers, driver's license numbers, or biometric data. However, paying subscribers are asked for payment information when they subscribe. Please see [Section 3 \(Information Collection\)](#) for more information about how we safeguard payment information.
- Because the security of your Personal Information is important to us, we only ask for PI where it serves a business purpose and try to limit the collection of PI to only what is necessary to accomplish those purposes. We also use commercially reasonable physical, technical, and administrative security measures designed to safeguard all information collected by the Services.
- Adult Users (as defined below) may contact us or their Educational Institution when applicable, at any time as described in [Section 13 \(Contact Us\)](#) to request that we provide for their review, or delete from our records, any PI they have provided about Child Users associated with their Accounts, or to cease collecting PI from those Child Users. For information about when we automatically delete PI due to Account cancellation or inactivity, please see [Section 10 \(Location of Information Processing\)](#).

Additional Protections and Information for School Accounts

- If you have access to the Services through a School Account, additional privacy protections apply because your Educational Institution may provide us with student personally identifiable information (**Student Data**) as defined by the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) and its implementing regulations (34 CFR Part 99) (collectively, **FERPA**). The Educational Institution is responsible for obtaining parental consent and/or ensuring that an exception applies prior to transferring Student Data to the Company, which acts as a third-party vendor school official in this context.
- We will only access, collect, record, organize, use, or disclose (collectively, **Process**) Student Data collected through the Services as described in the agreement(s) with the applicable Educational Institution and this Privacy Policy. We will Process the data consistent with all applicable laws, including, but not limited to, FERPA.
- We will delete, or if requested by the Educational Institution, transfer to the Educational Institution all Student Data within 90 days (or a shorter time frame if required by applicable law) following the termination of the agreement with the applicable Educational Institution.
- We may de-identify Student Data received in connection with providing the Services and use such data as described in this Privacy Policy.

Student Privacy Pledge

The Company is a signatory of the Student Privacy Pledge. The Future of Privacy Forum and the Software & Information Industry Association introduced the Student Privacy Pledge to safeguard student privacy regarding the collection, maintenance, and use of student Personal Information. Since 2014, more than 300 companies have signed on. Signing the pledge demonstrates our commitment to complying with the highest standards for safeguarding Student Data.

Table of Contents

- | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> 1. Child Safe Guarantee 2. Types of Accounts, Services, and Users 3. Information Collection 4. How We Use Information 5. When We Disclose Information to Third Parties 6. How to Access, Change, or Delete Account Information 7. Account Cancellation and Reactivation; Data Deletion | <ul style="list-style-type: none"> 8. California Privacy Rights 9. Links to Other Services 10. Location of Information Processing 11. Security 12. Changes to Our Privacy Policy 13. Contact Us |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

1. Child Safe Guarantee and COPPA Safe Harbor

The Services are backed by our Child Safe Guarantee. This means that Accounts will never include any pop-up ads or other advertisements directed to children. In addition, Child Users are blocked from accessing external links. External links will only be available if an Adult User enters his or her password.

ABCMouse is part of the kidSAFE Seal Program. This means that the product has been independently reviewed, and certified by kidSAFE to meet certain standards of online safety and privacy, and is authorized to display the kidSAFE Seal under kidSAFE's FTC approved COPPA Safe Harbor program. Under the kidSAFE program users can also report concerns or complaints directly to kidSAFE through this link: <https://www.kidsafeseal.com/certifiedproducts/abcmouse.html>

2. Types of Accounts, Services, and Users

How we collect, use, and disclose information depends on the type of Account and the type of user. We currently offer the following types of Accounts through the Services: Family Accounts, Teacher Accounts, Classroom-Linked Accounts, Librarian Accounts, Guest Library Accounts, Personal Library Accounts, Library Home Checkout Accounts, and Community Center Accounts (collectively, **Consumer and Other Accounts**), which are described in our [Terms & Conditions](#).

We also provide School Accounts, which are only for Educational Institutions. Consumer and Other Accounts and School Accounts are collectively referred to as **Accounts**, and the provisions of this policy apply to all Accounts. Any difference in how the Consumer and Other Accounts and School Accounts are treated is identified below.

Users of the Services include **Child Users** (any child under age 18 who uses the learning portion of the Services) and **Adult Users** (including parents and legal guardians of Child Users, Gift Account purchasers, teachers, librarians, and community center administrators), collectively referred to as **Users**.

3. Information Collection

There are two general categories of information that we collect.

A. Information Users Provide to Us As more fully set forth below, we and our third-party service providers collect information that Users provide when using the Services, including when Adult Users create an Account, sign up for Services, or contact us with a question, comment, or request, and when Child Users participate in assessments. However, we will only use or disclose this information in accordance with this policy and applicable law. Please see [Section 5 \(When We Disclose Information to Third Parties\)](#) below for more information and how we limit disclosure of Child User information.

Adult Users

Adult Users are asked to provide certain Personal Information about themselves when registering for any Account, including first and last name, email address, and telephone number (which is optional). The other information provided at registration depends on the type of Account or Adult User. For example:

Payment information is collected from Adult Users who purchase a Family Account, including those who purchase a Gift Account for others. For your security, we do not store your complete credit card number in our databases but retain only the first six digits and last four digits so that we can identify your Account and respond to your requests and questions.

The email address of a parent or legal guardian is collected when the Adult User purchasing a Family Account or setting up a Personal Library Account or Library Home Checkout Account states that he or she is not the legal guardian, or if a teacher or community center administrator provides such addresses in order for parents or legal guardians to connect to the Teacher Account, Community Center Account, or School Account.

The school, library, or community center name and address (state and ZIP code only) are collected from Adult Users who register for a Teacher, Librarian, or Community Center Account. Adult Users who register for a Family, Teacher, Classroom-Linked, Personal Library, Library Home Checkout, Community Center, or School Account are asked to provide the first name (or nickname) and gender and may be asked for the birth month and year of Child Users who will be accessing the Services through their Accounts.

In addition, Adult Users can provide us with information through separate password-protected sections (i.e., the Parent Section or Teacher Dashboard) of the Services. These sections, accessible via the Menu or Settings link on the Services, allow Adult Users to administer their Accounts, including when they add Child Users, provide testimonials, seek customer support, or submit comments or questions.

If you submit any information relating to other people in connection with the Services, you represent that you have the authority to do so and permit us to use the information in accordance with this Privacy Policy.

Child Users

Previously, on the Adobe Flash version of the Services, certain activities allowed Child Users to create or upload certain free-form content—such as photographs, audio or video files, and artwork—and save it on the Services. When we upgraded to the HTML 5 version of the Services, we removed some of these features so there is no longer the ability to upload photographs or audio or video files. Children still have the ability to create free-form artwork. We encourage you to use the Services with your Child Users and to view and monitor any content created or uploaded (if applicable) by them. If you would like to review all content saved by your Child Users, you can access this content by clicking on the My Files menu item in each Child User's About Me section of the Services.

B. Information We Collect from Users We and our third-party service providers collect Personal Information directly from Users of the Services in the form of the actions they take and activities they complete when using the Services. For example, from Adult Users, we may collect information about patterns of usage and order history; from Child Users, we may collect information about patterns of usage, which activities a child commences and completes, when a child starts and stops an activity, which areas of the Services the child frequents, the number of questions answered correctly or incorrectly, how many Tickets the child earns, what virtual items the child selects to exchange for Tickets, and the child's choice of Avatar and customization.

We and our third-party service providers also use a variety of technologies, such as cookies (small text files that the Services save on your computer or mobile device), to automatically collect certain technical information from your computer or mobile device over time and across different websites, including when you use the Services, such as your browser type, operating system, device type, the page served, your IP address, the approximate geolocation of your computer or mobile device, and the websites you visited prior to visiting the Services. When you download and use one of our Apps, we and our service providers may track and collect App usage data, such as the date and time the App on your device accesses our servers and what information and files have been downloaded to the App based on your device number.

We and our third-party service providers may use the information collected through these technical methods for a number of purposes, including delivering content, tracking and enhancing our Users' experience on the Services, and delivering advertising to visitors to www.abcmouse.com when they visit other websites and applications. For example, when you return to the Services after logging in, cookies help the Services recognize who you are without having to log back in. The information collected through these technical methods on the child-directed portions of the Services are used only to support the internal operations of the Services. **We do not allow third-party advertising networks to collect information about Users who are logged in to their Accounts.** More information about the use of cookies is set forth below.

What Are Cookies?

Cookies are small text files placed on your device to collect standard internet log information and visitor behavior information. The cookies may transmit information via your browser with a purpose of authenticating or identifying the computer (via, e.g., the IP address) or the User. Cookies may contain information such as registration data and User preferences.

We use cookies to:

- i. automatically collect certain technical information from your computer or mobile device over time and across different websites, including when you use the Services, such as your browser type, operating system, device type, the page served, your IP address and your geolocation. When you download and use our App(s), we and our service providers may track and collect App usage data, such as the date and time the App on your device accesses our servers and what information and files have been downloaded to the App based on your device number;
- ii. collect and store information about your location to provide you with educational experiences or email updates that are tailored for your region. The location information we have access to may include (1) your postal code, if you provide one to us; and (2) the approximate geolocation of your computer or mobile device, as determined from your IP address. However, we do not collect your street name and the name of your city/town. You may be able to change the settings on your computer or mobile device to prevent it from providing us with such IP information. We also have access to your school or classroom location if you (as a teacher) provide it to us;
- iii. we may collect information from your mobile device if you have downloaded our App(s). This information is generally used to help us deliver the most relevant information to you. Examples of information that may be collected and used include your IP address, geolocation, how you use the App(s), and information about the type of device you use. In addition, in the event our App(s) crash on your mobile device, we will receive information about your mobile device model software version and device carrier, which allows us to identify and fix bugs and otherwise improve the performance of our App(s). This information is sent to us as aggregated information and is not traceable to any individual and cannot be used to identify an individual. In addition, if you choose to turn on your Bluetooth, wi-fi or other geolocation functionality when you use our App(s), we may collect and use your geolocation information; and
- iv. we may also use third-party advertising networks to collect cookie information about Adult Users' visits to the non-child-directed portions of the Services and to (1) deliver interest-based advertising to those Adult Users, including ABCmouse-branded advertising, when those

Adult Users visit third-party websites; and (2) provide us with statistics about the effectiveness of our advertising on third-party websites. These third-party advertising networks may use this cookie information in accordance with their own privacy policies. Please refer to [Section 5 \(When We Disclose Information to Third Parties\)](#) above for more information about what Personal Information is transferred to our third-party advertising measurement partner.

When a server receives a request from a device which stores a cookie from a website, the server is able to use the information stored in the cookie in combination with the information stored on the server to allow the website to respond to you as an individual and to tailor their operations to your needs, likes, and dislikes by gathering and remembering information about your preferences. A cookie cannot collect information from your computer and cannot carry any viral or other damaging files.

Types of Cookies

We use the following cookies:

Essential Cookies

These cookies are essential to provide you with services available through Services and to enable you to use some of its features. For example, they allow you to log in to secure areas of our Services and help the content of the pages you request load quickly. Without these cookies, the services that you have asked for cannot be provided, and we only use these cookies to provide you with those services.

Functionality Cookies

These cookies allow us to remember choices you make when you use our Services, such as remembering your language preferences, remembering your login details, and remembering the changes you make to other parts of Services which you can customize. The purpose of these cookies is to provide you with a more personal experience and to avoid you having to re-enter your preferences every time you visit our Services.

Analytics and Performance Cookies

These cookies are used to collect information about traffic to our Services and how users use the Services. The information gathered does not identify any individual visitor. It includes the number of visitors to our Services, the websites that referred them to our Services, the pages they visited on our Services, what time of day they visited our Services, whether they have visited our Services before, and other similar information. We use this information to help operate our Services more efficiently, to gather broad demographic information, and to monitor the level of activity on our Services.

Social Media Cookies

These cookies are used when you share information using a social media sharing button or "like" button on our Services or you link your account or engage with our content on or through a social networking website such as Facebook, Twitter, or Google+. The social network will record that you have done this.

Except as otherwise provided in this policy, such as when a California resident has opted-out of our sharing Personal Information for valuable consideration, by continuing to use our Services, you are accepting our use of these cookies that make advertising and communications more relevant to you and your interests and further help us to improve our Services.

Pixel Tags and IFrames:

We also use pixel tags (which are also known as web beacons and clear GIFs) on our Services to track the actions of Users on our Services. Unlike cookies, which are stored on the hard drive of your computer or mobile device by a website, pixel tags are embedded invisibly on web pages. Pixel tags measure the success of our marketing campaigns and compile statistics about usage of the Services, so that we can manage our content more effectively. The information we collect using pixel tags is not linked to our Users' Personal Information.

We additionally use JavaScript snippets and server to server requests that are provided by our affiliate partners and IFrames (or inline frames) on our Services to insert content from another source into a web page, particularly in respect of advertisements in order to provide advertisements about goods and services likely to be of interest to our Users. An IFrame is an HTML document embedded inside another HTML document on a website.

We and our third-party service providers may use the information collected through these technical methods for a number of purposes, including delivering content, tracking and enhancing our Users' experience on the Services, and delivering advertising to visitors of www.abcmouse.com when they visit other websites and applications. For example, when you return to the Services after logging in, cookies help the Services recognize who you are without having to log back in. For more information, see [\(What are Cookies\)](#) above. ***The information collected through these technical methods on the child-directed portions of the Services are used only to support the internal operations of the Services. We do not allow third-party advertising networks to collect information about Child Users who are logged into their Accounts.***

If you do not want the Services to collect information through the use of cookies, you can set your web browser to reject cookies from the Services. Each browser is different, so you should check your browser's Help menu to learn how to change your cookie preferences. However, please note that if you reject or block cookies from the Services, the Services may not function as intended. For example, you will not be able to remain logged into your Account, and therefore you would have to log in during each page transition.

Push Notifications and SMS. Additionally, if you downloaded the App on your mobile device to access the Services, as part of your use of the Services we may ask if you would like to receive push notifications, which may include alerts and notifications, badges, banners, and sounds on your mobile device. You may choose to stop receiving push notifications at any time by changing the settings on your mobile device. If you provide us with your mobile phone number, we may send you SMS text messages about your account, and we may also ask if you would like to receive SMS text messages. Please note that your carrier may charge you for the text messages you receive. To permanently stop receiving SMS text messages from us (if you are located in the U.S. or Canada) text STOP, CANCEL, or UNSUBSCRIBE in reply to any SMS text message sent by us.

4. How We Use Information

We will never monetize the Personal Information of any User of the Services by providing it to a third party in exchange for money, except as described in this policy in the context of a sale of the Company.

We and our third-party service providers may use the information collected from Users as follows:

Adult User Information Information collected from Adult Users may be used:

- To permit you to register and use the Services, including, for example, to send you communications about Child User progress or your Account, or to allow you to provide Feedback through the Parent Section. For security purposes, the Parent Section is password protected. For certain Consumer and Other Accounts, to complete and fulfill your purchase, such as to process your payments, communicate with you regarding your purchase, and provide you with related customer service.
- To respond to your inquiries and fulfill your requests, retrieve your password, or provide technical support. For Consumer and Other Accounts to provide marketing communications that we believe may be of interest to you. While it is never our intention to send any marketing messages to children, if you believe a Child User has received such a marketing communication, please contact us as described in [Section 13 \(Contact Us\)](#) below. You can always choose to stop receiving these marketing messages by simply following the instructions contained in the message or, if the communication is by phone, informing the caller of your desire not to receive further phone communications. For all Accounts, you may *not* opt out of receiving administrative messages from us regarding your Account, such as password reset emails, customer support messages, and progress reports for School Accounts.
- To deliver ABCmouse advertising to you based on your visits to the non-child-directed portions of the Services (such as www.ABCmouse.com), for example when you visit third-party websites and applications or via postal mail. We will never use information collected in the *child-directed portions* of the Services for targeted advertising purposes. We do not currently respond to web browser "do not track" signals due to lack of standardization regarding how that signal should be interpreted; however, you may opt out of receiving online interest-based advertising from our interest-based advertising providers by visiting www.aboutads.info/choices. For more information about web browser "do not track" signals, visit www.allaboutdnt.org. California residents have additional rights under the CCPA, pursuant to which we do honor global privacy control settings. For more information, please see Section 8 below.
- To measure the effectiveness of our advertising to adults.

Child User Information Information collected from Child Users may be used:

- To measure a Child User's performance in activities and to adapt a Child User's learning experience to the Child User's learning needs.
- To analyze, provide progress reports on, or provide an assessment of a Child User's performance to the Adult User on the Account.

Both Adult and Child User Information Information collected from both Adult and Child Users may be used:

- To allow us to assess and improve the Services, its educational content, and other services we provide, for example, to improve our content and user experience; to research, evaluate, and improve the Services' educational efficacy; and to inform our understanding of the Services' user base.
- To customize, adapt, and personalize Users' viewing and content-consumption experience, for example, by measuring a Child User's performance in activities and adapting the Child User's learning path to his or her learning needs.
- To maintain and analyze the functioning of the Services.
- As we believe to be necessary or appropriate: (a) under applicable law, including laws outside your country of residence; (b) to comply with legal process; (c) to respond to requests from public and government authorities, including public and government authorities outside your country of residence; (d) to detect violations of and enforce our terms and conditions; (e) to protect our operations or those of any of our affiliates, including the security of the Services; (f) to protect our rights, privacy, safety, or property, or that of our affiliates, you, or others; and (g) to allow us to pursue available remedies or limit the damages that we may sustain (collectively, (a)-(g) are **Other Uses and Disclosures**).

5. When We Disclose Information to Third Parties

Information collected from both Adult and Child Users will not be disclosed except as follows:

- To third parties who perform certain services for us, such as process credit cards or conduct or evaluate research (such as on the educational impact of the Services), provided that the service providers agree to keep the information confidential, use reasonable safeguards to protect the Personal Information, and use it only for purposes that are permitted by this Privacy Policy. By continuing to use the Services, you are intentionally directing us to transmit of the information submitted to us by Adult User to our affiliates and business partners for business purposes, such as executing transactions and preventing fraud.
- Where parents or legal guardians have linked a Family Account to a Teacher Account, as described in the [Terms & Conditions](#), the Adult Users of both Accounts will be able to review the progress and details of their Child Users within both Accounts.
- As we believe to be necessary or appropriate as set forth above in Other Uses and Disclosures and in other instances substantially similar to those listed in this Section.

- Where we believe that disclosure is in accordance with, or required by, any applicable law or legal process, including lawful requests by public authorities to meet national security or law enforcement requirements. If required or permitted to do so under the law, and if deemed necessary or warranted, we may provide notice to Users prior to the disclosure.
- Subject to confidentiality agreements, the terms of this Privacy Policy, and applicable law, information may be disclosed to service providers, advisors, potential transactional partners, or other third parties in connection with the consideration, negotiation, or completion of a corporate transaction in which we are acquired by or merged with another company or we sell, liquidate, transfer, or license all or a portion of our assets in bankruptcy or otherwise. This means that if some or all of our assets are acquired or otherwise transferred or licensed, including in bankruptcy, that such acquirer shall be subject to the same commitments stated under this Privacy Policy.

In addition, with respect to Consumer and Other Accounts, we may use third-party advertising networks and other affiliates in association with cookies, pixel tags, or IFrames for Adult Users' visits to the non-child-directed portions of the Services and to (1) deliver interest-based advertising to those Adult Users, including ABCmouse-branded advertising, when those Adult Users visit third-party websites; and (2) provide us with statistics about the effectiveness of our advertising on third-party websites. These third-party advertising networks may use this cookie information in accordance with their own privacy policies.

We do not disclose the Personal Information of any Child User to third parties for any marketing or promotional purposes. This also means that we do not share the Personal Information of children under the age of 16 for valuable consideration.

We also may disclose de-identified, anonymized and/or aggregated User information, as defined by applicable data privacy laws, for any other purpose as permissible by applicable law—for example, the distribution of de-identified user records to outside researchers or the distribution of reports containing aggregate user demographic and traffic patterns—provided that no individual Adult User or Child User or any specific end-user device can be readily identified.

6. How to Access, Change, or Delete Account Information

Consumer and Other Accounts: An Adult User can review or change the information they provided when they registered for the Services, including by adding or removing Child Users to or from the Account, by updating information through the Parent Section of the Services or, for Teacher Accounts or Community Center Accounts, by using the Class Builder or Settings feature in the Teacher Dashboard. In addition, Adult Users may contact us at any time as described in [Section 13 \(Contact Us\)](#) below to request that we provide for their review, or delete from our records, any PI they have provided about Child Users associated with their Accounts, or to cease collecting PI from those Child Users, as applicable. Please keep in mind that a request to delete PI may lead to cancellation of your Account or the inability to use certain Services, and if a Teacher Account or Community Center Account is linked to a Family Account, a request to delete PI in one of the Accounts may be reflected in your other Account.

When we change or delete any PI at your request, we will make good faith efforts to make the changes in our then-active databases as soon as reasonably practicable, generally within 24–48 hours. Changing setting options may not result in immediate changes to the settings, which are subject to our operations and maintenance schedules. Please note that information may remain in backup or archive records, and we may retain certain data relevant to preventing fraud or future abuse or for legitimate business purposes, such as analysis of aggregated, non-personally-identifiable or de-identified data, Account recovery, or if required by law. All retained data will continue to be subject to the Privacy Policy in effect at that time.

School Accounts: If you are using the Services through a School Account that is integrated with a school student information system (SIS), unless otherwise required by law, any request to access or make changes to or delete PI including Student Data must be made by the Educational Institution within the SIS. Once the changes are made within the SIS, the changes will automatically appear within the School Account.

If you are using the Services through a School Account and the Educational Institution is not integrating its SIS with the Services, unless otherwise required by law, any request to access, make changes to, or delete PI including Student Data must be made by the Educational Institution's designated administrator for the School Account. The administrators will be provided access to the School Account User Profile pages in order to update, correct, or delete the information contained therein.

7. Account Cancellation and Reactivation; Data Deletion

At any time, Adult Users, with the exception of Library-related Accounts or School Accounts, may cancel their Accounts through the Parent Section or Teacher Dashboard section of the Services. Librarians and those with Personal Library Accounts or Library Home Checkout Accounts may contact us as described in [Section 13 \(Contact Us\)](#) below to cancel such Accounts.

For Family Accounts that have been canceled, and Personal Library Accounts and Library Home Checkout Accounts, if the Account remains inactive for 24 months, we will delete all PI in our active databases associated with the Account (**Account Information**), unless otherwise stated in this Privacy Policy. The 24 months is provided so that you have the ability, following cancellation of a Family Account or inactivity, to reactivate your Account and potentially recover previous information and resume where the Child User left off. However, we provide no guarantee, and shall have no liability or obligation to ensure that all Account Information and Services-related progress will be available or accessible or all learning or personalization features will be able to be recovered or resumed. If a User requests that PI be deleted prior to the end of the 24-month period of inactivity, we will take commercially reasonable steps to satisfy that request; provided, however, that if the User is a California resident the provisions of Section 8 below shall be followed.

For Teacher Accounts and Community Center Accounts, if you cancel your Account, we will delete all Account Information 48 hours after the cancellation, unless a Child User's parent or legal guardian has linked to the Account, in which case we will delete that Child User's Account Information as described in the previous paragraph. ***Please note that canceling an entire Teacher Account or Community Center Account will result in the loss of activities and progress data for every Child User, except for Child Users whose parents or legal guardians have linked to the Account.*** If a Teacher Account or Community Center Account is not canceled, we will delete all Account Information 24 months after the last activity on the Account.

For School Accounts, Adult Users should contact their respective Educational Institution for any questions regarding Account cancellation and data deletion. If an Educational Institution terminates its agreement with us, we will delete, or if requested by the Educational Institution, transfer to the Educational Institution all Student Data within 90 days (or a shorter time frame if required by applicable law) following the termination of the agreement with the applicable Educational Institution.

Upon Account cancellation, de-identified Adult and Child User information may nonetheless persist internally in our archive files or similar databases, and may still be used, on a de-identified basis, for our internal support, administrative, and record-keeping purposes including, but not limited to, allowing us to improve the Services and other services we provide through research, evaluation, and analytics as permissible by applicable law.

Please note that following a request to delete information or your Account under Sections 6 or 7 of this Privacy Policy, we will direct any service providers to delete any PI they may have in their records. In addition, information including PI may remain in backup or archive records, and we may retain certain data if required by law, relevant to preventing fraud or future abuse, or for legitimate business purposes, such as account recovery and customer support, and all subject to our internal records retention periods. All retained data will continue to be subject to the Privacy Policy in effect at that time and applicable law.

8. California Privacy Rights

Effective January 1, 2020, the CCPA provides California residents with specific rights regarding their Personal Information. This section describes your CCPA rights and explains how to exercise those rights. In this section "you" or "your" refers to California residents. Under the new law we are required to disclose the categories of sources from whom we collect Personal Information, and the third parties with whom we share it, which we have explained above. We are also required to communicate information about rights you have under California law, such as:

- **Right to access Personal Information.** You may be entitled to receive the specific pieces of your Personal Information we hold.
- **Right to data portability.** You may be entitled to receive a copy of your electronic Personal Information in a readily-usable format.
- **Right to disclosure.** You may be entitled to receive information regarding the categories of Personal Information we collected, the sources from which we collected Personal Information, the purposes for which we collected and shared Personal Information, the categories of Personal Information that we sold and the categories of third parties to whom the Personal Information was sold, and the categories of Personal Information that we disclosed for a business purpose in the 12 months preceding your request.
- **Right to deletion.** You may be entitled to request that we delete the Personal Information that we have collected from you. We will use commercially reasonable efforts to honor your request, in compliance with applicable laws. Please note, however, that we may need or be required to keep such information, such as for our legitimate business purposes or to comply with applicable law.

Right to opt-out of certain sharing with third parties. You may be entitled to direct us to stop disclosing your Personal Information to third parties for monetary or other valuable consideration. You can exercise such right to opt-out [Do Not Sell My Personal Information](#).

As stated in the Summary of Key Points above, we will never monetize the Personal Information of any User of the Services by providing it to a third party in exchange for money. The CCPA has a broader definition of the term "sell" which includes disclosing Personal Information to any third party for valuable consideration. When we work with our advertising partners, we are disclosing certain information such as cookies for their services, which are of value to us. You may be entitled to direct us to stop disclosing your Personal Information to third parties for monetary or other valuable consideration. You can exercise such right to opt-out through this link [Do Not Sell My Personal Information](#).

Information we Collect and Share

In addition, we are required to provide you certain information about the business and commercial purposes for which we collect and share your Personal Information.

Business and Commercial Purposes for which we use Personal Information: We use and disclose the information we collect from each of the Categories of Personal Information listed below for the business purposes described in this policy, including but not limited to: process payments, conduct research, detect security incidents and prevent fraud, debug and repair errors, maintain your account, provide customer service, enabling and affecting commercial transactions, and advancing our commercial and economic interests, such as delivering interest-based advertising to Adult Users and analyzing the effectiveness of our advertisements and other activities to improve our services, show advertising, market our services, and understand how users interact with our services.

Categories of Personal Information we collect: In the preceding 12 months, we have also disclosed the following categories of Personal Information for one or more business purposes: identifiers, commercial information, internet or electronic network activity information, geolocation data, and inferences we draw or derive about users.

Categories of Sources from which we collect Personal Information: We collect Personal Information from each of the aforementioned Categories of Personal Information from You, your child and, if applicable, your child's teacher or school.

Categories of Third Parties with whom we share Personal Information: We share Personal Information from each of the aforementioned Categories of Personal Information with the categories of Third Parties described in Section 5, including as part of a sale or for commercial or business purposes.

Categories of Personal Information we share with Third Parties: We share, and have shared during the past 12 months, the following categories of Personal Information with Third Parties, including as part of a sale or for commercial or business purposes: personal identifiers such as name and credit card number; commercial information, such as services subscribed to, obtained or considered; and information regarding your interaction with or use of our products and services, including the Services. We do not sell the Personal Information of children under 16 years of age.

Exercising Access, Disclosure, Data Portability, and Deletion Rights

To exercise the access, disclosure, data portability, and deletion rights described above, please submit a verifiable consumer request to us by either contacting us as set forth in [Section 13 \(Contact Us\)](#) below, or by visiting:

- [Privacy Portal](#)

Only you or a person registered with the California Secretary of State that you authorize to act on your behalf, may make a verifiable consumer request related to your Personal Information. You may also make a verifiable consumer request on behalf of your Child.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected Personal Information or an authorized representative. We will verify your request by asking you to provide information related to your interactions with us. We will not otherwise ask for Personal Information from you that we would not otherwise maintain as part of us providing our Services.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

We cannot respond to your request or provide you with Personal Information if we cannot verify your identity or authority to make the request and confirm the Personal Information relates to you. Making a verifiable consumer request does not require you to create an account with us. We will only use Personal Information provided in a verifiable consumer request to verify the requestor's identity or authority to make the request.

Non-Discrimination

We fully support your privacy rights and will not discriminate against you for exercising any of your CCPA rights.

Offering Financial Incentives:

We provide price discounts, coupons, services and other perks for members of our mailing list and other consumers who have opted to receive certain communications from us (collectively "programs"). Through these offerings, consumers provide us with some Personal Information (e.g., names, emails, and phone numbers) when they opt-in to our programs. There is no obligation to opt-in and consumers may opt-out at any time. The details of each program are contained in the program offering. We offer these programs, among other things, to enhance our relationship with you so you can enjoy more of our products/services at a lower price. We invest heavily in our marketing and brands, in part, so we can provide programs to our customers. The value to our business of any individual consumer's Personal Information is dependent on several factors, including, for example, whether and to what extent you take advantage of any offerings, whether and to what extent you opt out of any offerings, and whether we are able to enhance the data through our efforts described below. Our ability to create any value from the programs is heavily based on our ability to leverage the data we collect. We do not calculate the value of consumer data in our accounting statements. We make this good faith estimate for California residents. To the extent we create overall value from our programs to our business that could be directly or reasonably related to the value of customer data, the method for calculating same would include: the costs associated with (1) our intellectual property; (2) enhancing customer data by our skilled marketing team's efforts; (3) leveraging our significant investments in understanding you as our existing and future customers; (4) all other costs reasonably related to the programs; and (5) for each program, and in the aggregate, whether the sales generated by the program(s) exceed the cost to us of offering them.

You can opt-in to, or opt-out of, our programs at any time through the same means they are offered, or by contacting us at the contact information provided in Section 13, below.

9. Links to Other Services

In certain sections of the Services, we may include links to external websites or applications (for example, Facebook and Twitter). However, in order to protect children from accessing these external websites, an Adult User will be required to enter a valid password. These websites and applications are governed by their own privacy policies or information collection practices, which may be substantially different from ours. We encourage you to review the privacy policies and information collection practices of any external websites and apps, as those parties' practices would not be subject to this policy.

10. Location of Information Processing

The Services are controlled and operated by us from the United States. Your information may be stored and processed in any country where we have facilities or in which we engage service providers, including the United States, which may have data protection laws that are different from those of your country. In addition, your information may be subject to access requests from governments, courts, or law enforcement officials in countries where it may be processed, under the laws of those countries.

11. Security

The security of your Personal Information is important to us, and we employ physical, technical, and administrative security measures designed to safeguard the information collected by the Services. We use industry standard SSL (secure socket layer technology) encryption to transfer PI. Other security safeguards include, but are not limited to, data encryption, firewalls, and physical access controls to buildings and files. We also conduct periodic audits of our security (no less than annually) to apply best practices and reasonable industry standards. However, no data transmission over the Internet can be guaranteed to be completely secure. If there is a breach of our security, we will notify you where required by law or deemed necessary and appropriate under the circumstances.

f

i

f

ii

e

s

f

r

e

Y

L

we suggest contacting us, as we may be able to modify the information on your behalf.

While we would be sad to see you go, you are able to request to delete your account at any time by writing to us. You are also able to request to delete your child/student's

e

t

s

r

F

f

f

V

L

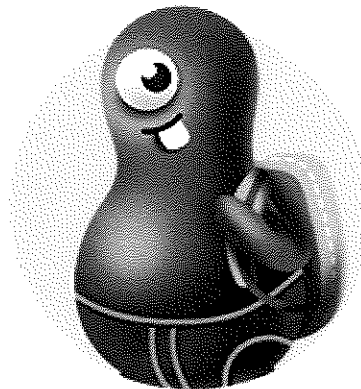
L

F

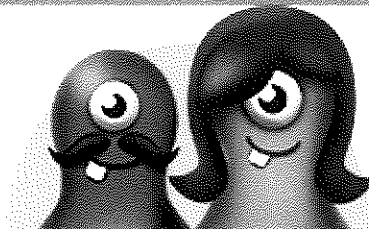
-

sq

DREAMSCAPE



Student



t

y

C

v

r

c

(

V

li

i

a

c

While we do our best to protect your child's information and provide them with an awesome educational experience, legal parents or guardians do have the right to request that their child's account be deleted by contacting us. In order to do so, we may

r

l

y

c

li

■

4

l

A

€

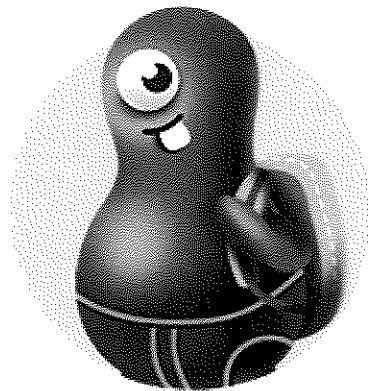
F

7

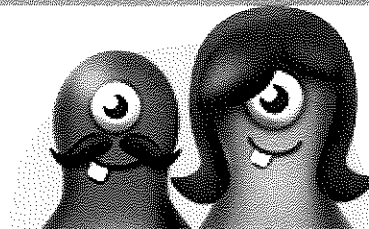
li

c

sq

DREAMSCAPE

Student



T
S
C
C
E
SS
P
Z
C
I
S
T
P
T

Policy.

Analytics services – Eyeread Inc. uses third-party analytics services to better understand how our users are interacting with our product, and to improve our product over time. In

t

v

t

t

F

P

P

E

C

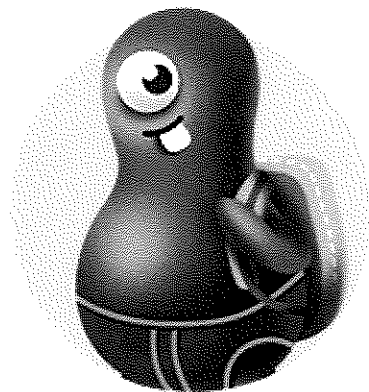
I

L

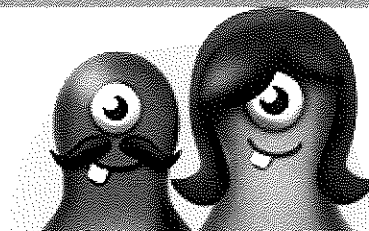
C

I

R

DREAMSCAPE

Student

SQ

S

V

S

C

F

E

t

!

I

A

C

third parties other than for research purposes. All research partnerships are to measure efficacy and must provide an ethics certificate. In research partnerships no user names or emails are shared ensuring the data can not be tracked back to a specific player, school or district.

F

f

r

C

V

E

C

i

l

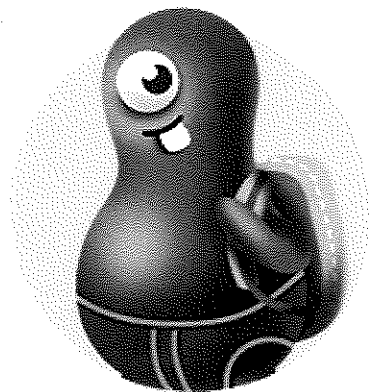
S

l

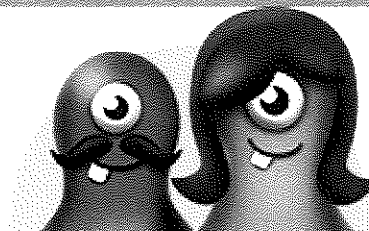
S

S

sq

DREAMSCAPE

Student



f
r

E
E
C
f
L

7
"

- What you can do
- Contact information

4. What student information is visible to

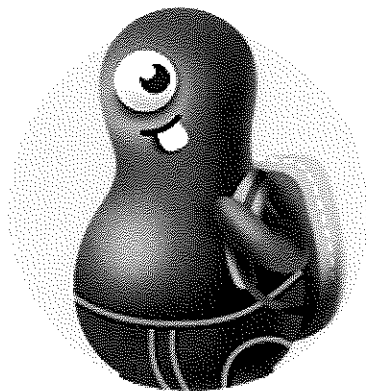


S
K
a
t
f

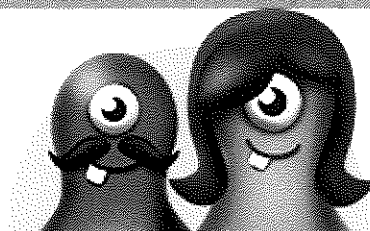
l

A
a
S

S
sq



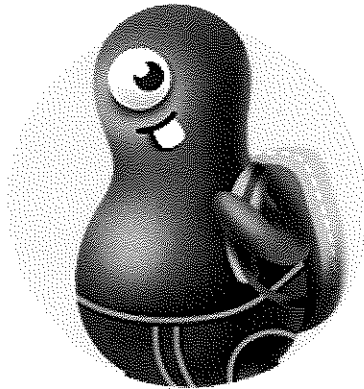
Student



SSL encryption – Eyeread Inc. protects any information transferred through our website by encrypting it with the Secure Socket Layer (SSL) protocol by default. This makes it more difficult for malicious third parties to intercept your information.

S
t

DREAMSCAPE



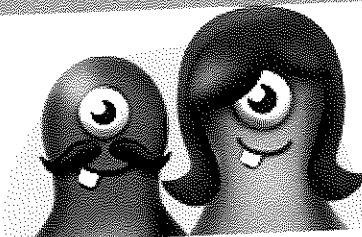
[
e
f

F
f
a

V
S
f

SQ

Student





Privacy Policy

Last Updated June 28, 2020

Eyeread is the developer of game titles Squiggle Park and Dreamscape. The privacy policy covers both of these programs.

In delivering on Eyeread's mission to raise global literacy through play, we are committed to protecting the privacy of our users and providing a safe, online environment for students, educators, and parents to collaborate and advance learning.

This Privacy Policy outlines what information we collect and why we collect it, how this information is used and shared, and what your options are regarding your personal information (accessing, updating and deleting your information).

In our commitment to protect the privacy of children, Eyeread Inc. products have been reviewed and approved for having policies and practices surrounding the collection, use, maintenance and disclosure of personal information from children consistent with each of the following program guidelines.

- The Children's Online Privacy Protection Act ([COPPA](#))
- The Family Education Rights and Protection Act ([FERPA](#))
- The Protection of Pupil Rights Amendment ([PPRA](#))
- The Student Online Personal Information Protection Act ([SOPIPA](#))



[Sign Up](#)

[Log In](#)

[More](#)

7. Data Security

7.1. School Obligations. School and users of Student Services will take reasonable precautions to secure usernames, passwords and any other means of gaining access to the Student Services and to Student Data. School will notify Adobe promptly of any known or suspected unauthorized access to School's account and/or to Adobe's systems or services. School will assist Adobe in any efforts by Adobe to investigate and respond to any incident involving unauthorized access to the systems.

7.2. Adobe Obligations. Adobe has implemented reasonable administrative, technical, and physical security controls to protect Student Data and has provided data privacy and security training to employees who have access to Student Data or who operate or have access to relevant system controls. However, despite our efforts, no security controls are 100% effective and Adobe cannot ensure or warrant the security of your information. In the event that we determine any Student Personal Information that we have collected or received through the Student Services was acquired by an unauthorized party (a "**Security Event**"), we will promptly notify the School and shall reasonably cooperate with the School's investigation of the Security Event. To the extent the School determines that a Security Event affects its Student's Personal Information in a manner that triggers third party notice requirements under applicable laws, the School shall be responsible for sending such notices, unless otherwise agreed in writing between Adobe and the School. Except as otherwise required by law, Adobe will not provide notice of the Security Event directly to individuals whose personal information was affected, to regulatory agencies, or to other entities, without first providing written notice to School.

8. Governing Law

8.1. If your School is a U.S. public and accredited K-12 (primary and secondary) educational institution then, despite any conflicting language in the General Terms, the Terms are governed by the laws of the state in which your School is domiciled, except that body of law concerning conflicts of law.

and will not disclose it to any third party unless the recipient agrees in writing not to attempt to re-identify the information.

5.3. Marketing and Advertising. Adobe is prohibited from using Student Data to: (i) inform or direct targeted online advertising to Students or to a parent or guardian unless with the consent of the parent or guardian, (ii) amass a profile of a Student, other than for the purpose of providing Student Services or as authorized by School or the Student, and (iii) for any other commercial purpose unless authorized by School or by the parent or guardian, or as permitted by applicable law. Notwithstanding the foregoing, you agree that Adobe may (a) market or advertise products and services directly to parents, guardians, or School employees, so long as the marketing does not result from the use of Student Data, (b) direct online advertising to a Student or other individual based on that Student or individual's current visit to that online location, provided that the Student's online activities are not collected over time for the purpose of delivering targeted advertising; (c) use Student Data to recommend educational products or services to parents/guardians and School's employees so long as the recommendations are not based in whole or in part on payment or other consideration from a third party, (d) use aggregate or de-identified information to inform, influence, or enable marketing, advertising, or other commercial efforts by Adobe; (e) use Student Data for adaptive learning or customized student learning purposes, or (f) use Student Data to send emails or other communications to Students relating to their account and use of the Student Services.

5.4. Student Data Retention and Deletion. Schools may access a Student account through the Adobe Admin Console at any time in order to modify or delete Student Data. It is your responsibility to delete or remove Student Data from the School Service when it is no longer needed for an educational purpose. Upon termination of your agreement with Adobe, Adobe will retain Student Data for a reasonable period of time to permit Students to download to and store Student Assets in a personal account. It will be the responsibility of the School to delete any remaining Student Data upon termination of the agreement. If the School fails to delete Student Data, Adobe will dispose of or delete Student Data when it is no longer needed for the purpose for which it was obtained. Adobe has no obligation to delete de-identified data or Student Assets that have been transferred to a Student's personal account.

6. Restrictions on Access or Disclosure of Student Data

6.1. Permitted Disclosures. Adobe will not sell, disclose, transfer, share, or rent any data obtained under the agreement in a manner that could identify an individual Student to any entity other than the School except: (i) to the extent set forth in the agreement, or (ii) with the consent, or at the direction of, the School, a Student's parent or legal guardian, or a Student who is over the legal age of consent. Depending on the features and functionality utilized by the School, some features of the Student Services may permit Students to share information or post information in a public forum. School administrative users should use caution when adjusting permissions and feature access through the Adobe Admin Console to ensure the features are configured appropriately for your use.

6.2. Third-Party Service Providers. You acknowledge and agree that, provided that they have a legitimate need to access such information in connection with their responsibilities in providing services to Adobe and such access is subject to contractual data protection terms, Adobe may permit its subcontractors, service providers, and agents to access Student Data.

6.3. Third Party Access Requests. School will establish reasonable procedures by which a parent, legal guardian, or eligible Student may request access, correction, or deletion of Student Data generated through the Student Services. Upon request by the School, Adobe will work with the School as needed to facilitate such access. Should a third party, including law enforcement and government entities, contact Adobe with a request for Student Data, Adobe will redirect the third party to request the data directly from School, unless and to the extent that Adobe reasonably and in good faith believes that granting such access is necessary to comply with a legal obligation or legal process or to protect the rights, property, or personal safety of Adobe's users, employees, or others.

6.4. Change of Control. In the event Adobe sells, divests, or transfers all or a portion of its business assets to a third party, Adobe may transfer Student Data to the new owner provided that (i) the new corporate owner intends to maintain and provide the Student Services subject to data privacy standards no less stringent than those provided herein, or (ii) Adobe will give notice to School and an opportunity to opt out of the transfer of Student Data.

3.1. Student Data Consents and Authority. By using the Student Services and offering the Student Services to Students, you represent and warrant that (i) you have the authority to provide Student Data to Adobe, or to authorize Adobe to collect Student Data through the Student Services, and to allow Adobe to process Student Data for the purpose of providing the Student Services, and (ii) you have provided appropriate disclosures to, and obtained consents from, your School, the School's end users, the parents or guardians of Students, or any other required individual regarding the School's use of the Student Services, to the extent such disclosures or consents are required by applicable law or by School agreements.

3.2. Ownership and Control. Adobe will access and process Student Data for the purposes of providing the Student Services as described in these Terms. As between Adobe and School, School owns all rights, title, and interest to all Student Data processed by Adobe pursuant to the Terms, and Adobe does not own, control, or license such Student Data, except so as to provide the Student Services and as otherwise described in the Terms.

4. Compliance with Law and Obligations

4.1. United States. Both parties agree to uphold their responsibilities under laws governing Student Personal Information, including, but not limited to, state student privacy statutes and regulations, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232(g), the Protection of Pupil Rights Amendment ("PPRA"), 20 U.S.C. 1232, and the Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. 6501-6502.

(a) **FERPA Compliance.** If you are located in the United States, Adobe will collect and process Student Data as a "school official" with a legitimate educational interest as defined under FERPA and its implementing regulations, and we agree to abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials.

(b) **COPPA Compliance.** If you are located in the United States, to the extent you allow children under 13 to access the Student Services or any other Adobe application, you are solely responsible for obtaining any required consent to allow Adobe to collect and process information from students under 13 for the purposes described in these Terms, and you represent and warrant that you have the authority to provide such consent in accordance with COPPA. You are responsible for ensuring your configuration of the Student Services and the features and functionality of the Student Services you permit children under 13 to access are appropriate for use in a manner consistent with COPPA.

4.2. Local Law Compliance. Schools and the use of Student Services may also be subject to laws and regulations in the jurisdiction in which you are located. You are responsible for ensuring that you can use the Student Services consistent with your local laws. In particular, it is the School's obligation to (a) determine whether legal obligations arising from such local laws and regulations apply with respect to the School's use and deployment of Student Services, (b) obtain any necessary consents from parents or legal guardians, to the extent such consents may be required, and (c) configure the Student Services such that they are deployed in the School and made available to Students in a manner consistent with these local laws.

5. Student Data Processing

5.1. Permitted Uses of Student Data. Adobe may use, transmit, distribute, modify, reproduce, display, and store Student Data solely for the purposes of: (i) providing the Student Services as contemplated by the Terms, and as otherwise described herein, (ii) maintaining, supporting, evaluating, analyzing, diagnosing, improving and developing Adobe's websites, services, and applications, as permitted by law, (iii) enforcing its rights under the Terms, (iv) as permitted with consent of the parent or guardian, eligible Student, or the School, and (v) as otherwise authorized by applicable law.

5.2. Use of De-Identified Data. Notwithstanding anything to the contrary herein, you agree that Adobe may use de-identified data, including Student Data from which all direct and indirect identifiers have been removed such that there is no reasonable basis to believe the information can be used to identify an individual, as well as data relating to access and use of the Student Services, for any lawful purpose, including, but not limited to, the development, research, and improvement of educational sites, services, or applications, and to demonstrate the effectiveness of the Student Services. Unless permitted or required by law, Adobe agrees not to attempt to re-identify any such data

K-12 (Primary and Secondary) Education Additional Terms

Last updated June 26, 2019

These Additional Terms govern your use and deployment of Adobe products and services to students in the K-12 (primary and secondary) school environment (the "**Student Services**"). These Additional Terms are incorporated by reference into the Adobe General Terms of Use ("**General Terms**") located at <https://www.adobe.com/legal/terms.html> (these Additional Terms and the General Terms are collectively referred to as "**Terms**"). To the extent the provisions in these Additional Terms conflict with the General Terms or the Adobe Privacy Policy (located at <https://www.adobe.com/privacy/policy.html>), these Additional Terms will govern. Capitalized terms not defined herein have the same meaning as defined in the General Terms.

1. Additional Definitions

- 1.1. "**School**" means a qualified primary or secondary educational institution, defined at: www.adobe.com/go/primary-secondary-institution-eligibility-guidelines. For example, a K-12 educational institution in the United States is a School.
- 1.2. "**Student**" means an individual enrolled in classes at a School.
- 1.3. "**Student Assets**" means the files, data, and Student-generated content created by Students through the use of the Student Services.
- 1.4. "**Student Data**" means Student Personal Information and Student Assets.
- 1.5. "**Student Personal Information**" means any information, whether gathered by Adobe or provided by a Student, a School, or a parent or guardian during the provision of the Student Services pursuant to these Terms, that can be used to identify or contact a particular Student or that, alone or in combination, is linked or linkable to a specific Student so as to allow a reasonable person in the School community who does not have knowledge of the relevant circumstances, to identify the Student with reasonable certainty. To the extent U.S. law applies, Student Personal Information may include "educational records" as defined in FERPA (20 U.S.C. § 1232(g)).
- 1.6. "**You**" or "**you**," as used in these Additional Terms, means a School and its teachers, administrators, or other users authorized to access and use the Student Services on the School's behalf.

2. Deployment of the Offering: Enterprise IDs or Federated IDs Only

- 2.1 **Deployment.** You may only deploy the Student Services using Enterprise or Federated IDs. Use of Enterprise or Federated IDs is essential for us to meet our Student privacy commitments to you. Use of Enterprise or Federated IDs also ensures you retain control over the Student Services and the Student Data provided to or generated through the Services. Any deployment of an individual Adobe ID to a Student nullifies any commitment we make regarding the use and protection of Student Data, and you must defend and indemnify us for any privacy or other claims related to your license deployment using an Adobe ID for the Student Services. More information about ID types is available at <https://helpx.adobe.com/enterprise/using/edu-deployment-guide.html>.
- 2.2 **Use of Student Services.** All users of the Student Services must comply with the applicable provisions of the General Terms, including but not limited to those governing acceptable use.

3. Data Ownership and Authorized Access

Once you delete your account, a presentation or a video we may not be able to recover it. If you have previously made a presentation or a video public, the presentation or the video or its parts, including the incorporated data, may still be discoverable via search engines and similar online resources. We have no control over search engines; however, you may send a request for deletion to major search engines in some cases.

If we receive legal process pertaining to your account or have other legal document retention requirements, we will retain your data for as long as we in good faith believe is necessary to comply with our preservation obligations. Similarly, if we believe that your account has been involved in wrongdoing, we may preserve your Personal Data to defend or assert our rights.

14.4 Cross-Border Data Transfers

In accordance with the GDPR and other applicable privacy laws, we may transfer your Personal Data from your country of residence to the U.S. (or other countries) and we process data both inside and outside of the United States and rely on legally-provided mechanisms to lawfully transfer data across borders (e.g. Binding Corporate Rules or Standard Contractual Clauses or safe harbor programs).

Some of the third parties described in this Privacy Policy, which provide services to us under contract, are based in other countries that may have laws that are different, and potentially not as protective, as the laws of your country of residence. When we share information of our users in the Designated Countries, we make use of European Commission-approved Standard Contractual Data Protection Clauses, Binding Corporate Rules for transfers to data processors, or other appropriate legal mechanisms to safeguard the transfer.

15. Contact Information

If you have any questions, comments, or concerns relating to the Prezi Service or this Privacy Policy, please send an email to privacy@prezi.com (<mailto:privacy@prezi.com>) or write to us at:

Prezi Inc
450 Bryant Street
San Francisco, CA 94107

We will make every effort to resolve your concerns.

Prezi



Infogram



Company



Support



13. Account Closure; Opt-Out of Marketing Emails

You may cancel your account and you may opt-out of receiving marketing emails from us at any time. In order to cancel your account, opt-out of, or modify your personal information, you must do so by logging in and visiting your Settings & Account (<https://prezi.com/settings/>) page and following the instructions provided, or go to our Help & Support (<https://prezi.com/support/>) page. We encourage you promptly to update your personal information when it changes. Information concerning your past behavior with the Services may be retained by us as long as necessary for the purposes set out above.

Please note that although you may opt-out of receiving certain emails, we reserve the right to communicate with you via email regarding specific products and services you have ordered, requested, or inquired about.

14. How We Secure and Store Your Information

14.1 General Security

In order to protect both the Personal Data and the general information that we receive from you through your use of the Services, we have implemented various security measures. For example, when you enter personal information (such as your contact information) on our online forms, we encrypt that information using transport layer security (TLS). We also follow generally accepted industry standards to protect the Personal Data submitted to us, both during transmission and once we receive it.

14.2 Risk of Interception

Please keep in mind, however, that whenever you give out Personal Data online there is a risk that third parties may intercept and use that Data. While Prezi strives to protect your Personal Data and privacy, we cannot guarantee the security of any information you disclose online. We cannot guarantee the security of any data provided to or received by us through your use of the Services, and any Personal Data, general information, or other data or information is provided to us at your own risk.

14.3 How Long We Keep Your Information

As a general rule, we retain your Personal Data for as long as you have an account, and for up to three years thereafter. If you are not a user from a Designated Country, we may retain a back-up copy of your Private or Public User Content potentially with Personal Data in it, indefinitely. We will only retain your information to the extent:

1. *it is needed for the purposes which we have conveyed to you;*
2. *we are required by law to maintain such information; or*
3. *it is needed for us to address any issues or inquiries that you may have;*
4. *the processing purpose constitutes a legitimate interest.*

We dispose of Personal Data by destroying it, erasing it or anonymizing it.

We may retain logs of automatically collected information (for internal analytics); your email address; your tax information; communications with you; and your transactional information (for auditing, tax, and financial purposes). When we no longer have a legitimate business interest in retaining data, we will delete or anonymize it.

12.2 Right to object to, limit, or restrict the use of data

You have the right to ask us to stop using all or some of your Personal Data (e.g., if we have no legal right to keep using it) or to limit our use of it (e.g., if your personal data is inaccurate or unlawfully held).

12.3 Right to delete data

You have the right to ask us to erase or delete your Personal Data. In some cases (for example, information previously posted in public areas) it may not be practical or may be unduly burdensome, to delete your Personal Data. In the event that we may not delete your Personal Data, we will inform you.

12.4 Right to receive the information and/or take your data

You have the right to receive information whether we process your Personal Data and if such Personal Data is processed, and, where that is the case, access to the Personal Data. That's why we inform you in advance about our processing activities via this Privacy Policy.

You have the right to receive yourself or transfer your Personal Data to another company (known as the right to data portability). Such Data includes account and contact information, and in the event, you have paid for our services, we will include the payment history of such transactions.

12.5 Right to lodge a complaint

You have the right to lodge complaints about the data processing activities carried out by Prezi Inc. before the competent data protection authorities within your jurisdiction.

12.6 Right to object with the processing of data for direct marketing purposes

You have the right to object at any time to processing of your Personal Data for direct marketing purposes.

12.7 Right to withdraw the consent

You have the right to withdraw your consent to the processing of your Personal Data at any time. However, this might force us to terminate our Services to you.

12.8 How to exercise your rights

At any time, you may exercise your rights as described in this article by sending an email to privacy@prezi.com (<mailto:privacy@prezi.com>). In the email please provide specific details about the right you are exercising. Once we receive the communication, we will respond as quickly as possible and without delay. Depending on the request, it might take us some time to respond, but we will endeavor to do so within 30 days of receiving your request.

12.9 Contacting our Data Protection Officer and Representative

If you have any questions about the above-mentioned rights or the lawful bases upon which we collect and use your personal data, please contact our Data Protection Officer and Data Protection Representative by emailing privacy@prezi.com (<mailto:privacy@prezi.com>).

Californian users have additional rights afforded to them under the California Consumer Privacy Act (CCPA). For more information please visit our CCPA Information Page (<https://support.prezi.com/hc/en-us/articles/360050359274-Prezi-and-the-CCPA>).

11.1.1 Categories of personal information collected and processed by Prezi

For more details about the personal information Prezi has collected in the past year, please see section 5. "What personal data we collect and why". For details on how we use that information, and who we share it with, please see section 9. "How we use and process your Personal Data" and section 6. "List of Our Data Processors".

Prezi does not "sell" (as defined in the CCPA) the personal information of users.

11.1.2 Making a request in relation to your personal information

The CCPA gives California consumers various rights with respect to the personal information we collect, including the right to (subject to certain limitations):

- Request to access the personal information Prezi has about you; and
- Request that Prezi delete all of your personal information.

California users may make a request by contacting us at privacy@prezi.com (<mailto:privacy@prezi.com?subject=CCPA%20Request>).

We will authenticate your request using the email address associated with your Prezi account and if necessary, proof of residency.

11.2 Other California Privacy Rights

California Civil Code Section 1798.83, known as the "Shine the Light" law, permits members of our community who are California residents to request and obtain from us a list of what personal information (if any) we may have disclosed to third parties for direct marketing purposes in the preceding calendar year, including the names and addresses of those third parties. Requests may be made once a year and are free of charge. If you would like to make a request pursuant to California Civil Code Section 1798.83, you must do so in writing via email; please include the phrase "Request for California Privacy Information" in the subject line and in the body of your message.

12. Your Privacy Rights and Choices, Including Under GDPR

Based on the General Data Protection Regulation (EU) 2016/679 ("GDPR"), if you are a habitual resident of a Designated Country, you may exercise the rights below by sending an email to privacy@prezi.com (<mailto:privacy@prezi.com?subject=GDPR%20Request>).

Residents (users) from other jurisdictions may send us similar requests, and we will handle them according to applicable law, and/or within the exercise of our discretion. Please note that we may ask you to verify your identity before taking further action on your request.

12.1 Right to review, update, or correct data

You have the right to ask us to correct inaccurate or incomplete Personal Data concerning you. You can edit some of your personal information through your account. You can also ask us to change, update, or fix your data in certain cases, particularly if it's inaccurate.

Linked Services	<p>In the event you opt to link your account with third-party services, personal information including account information (e.g., full name, email address, username), other information such as referrer headers and IP addresses, and if user content is being shared the content itself, will become available to them, and to users with access to that platform. The linked services may also share certain information with us. The sharing and use of that personal information will be described in, or linked to, a consent screen when you opt to link the accounts.</p>
Prezi Inc. Companies	<p>We share information we have about you with other Prezi Inc. affiliates including Infogram (Latvia) or prezi.com Kft. (Hungary) in order to operate and improve products and services and to offer other Prezi Inc. affiliated services to you.</p>
Law, Harm, and the Public Interest	<p>We may share information about you with a third party if we believe that sharing is reasonably necessary to (a) comply with any applicable law, regulation, legal process or governmental request, including to meet national security requirements, (b) enforce our agreements, policies and terms of service, (c) protect the security or integrity of our Services, (d) protect us, our customers or the public from harm or illegal activities, or (e) respond to an emergency which we believe in good faith requires us to disclose information to assist in preventing the death or serious bodily injury of any person.</p>
Business Transfers	<p>We may share or transfer information we collect under this Privacy Policy in connection with any merger, sale of company assets, financing, or acquisition of all or a portion of our business to another company. You will be notified via email and/or a prominent notice on the Services if a transaction takes place, as well as any choices you may have regarding your information.</p>
Aggregate Insights	<p>We may produce and share aggregated insights that do not identify you. For example, we may choose to publish statistics regarding how many members live in the U.S. versus how many live in Europe. If you complete a survey that asks for employment information, we may publish statistics regarding which professions are most likely to use or not use our Services.</p>
With your consent	<p>We share information about you with third parties when you give us consent to do so.</p>

11. Your California Privacy Rights

11.1 California Consumer Privacy Act (CCPA) Rights

10. Who we share your Personal Data with

We share the information we collect from and about you in the following ways:

When you collaborate with others	When you share User Content with other users, they have the ability to share, edit, copy and download that content based on settings you or your administrator select. Your profile information may be visible to other users.
When you share User Content publicly	If your content is public-facing, third parties, search engines (e.g., Google), archives, and other members of the public will have access to it and may compile public-facing information. Please use discretion concerning what you include in your public-facing presentations, videos, and other content.
When you work with a team / with your employer	If you register for or access the Services using an account that is associated with a team or organization, information about you including your account, service usage, and user content will be accessible to that organization's administrator. In order to enable sharing and collaboration within an organization, we also share your account information with other registered users within the same organization.
Community forums	Information you contribute to blogs, forums, and related discussion areas – along with your profile information – will be may be read, collected, and used by any member of the public who accesses these websites. Your posts and certain profile information may remain even after you terminate your account. We urge you to consider the sensitivity of any information you input into these Services.
Third-party service providers	We use others to help us provide our Services. This includes helping us do application development, hosting, maintenance, backup, storage, virtual infrastructure, payment processing, fraud detection, marketing, and analysis. Third-party service providers have access to your information as reasonably necessary to perform these tasks on our behalf and are obligated not to disclose or use it for other purposes. All our service providers must meet our security and privacy standards before they gain access to any of your information.
Advertising	We work with several third-party advertisers and/or ad networks, to place ads promoting our Services on their third-party platforms. The types of information we share with advertising partners include: device identifiers (e.g., session information) or your contact information based on your consent. You can control whether we may share this information with our advertising partners as described below.

Market	<p>Send you information or materials via email about products, offers, and news we think might interest you. In specific cases where we have your consent and you have provided us additional contact information, we may contact you through other channels including telephone. These communications are aimed at driving engagement and maximizing what you get out of the Services, including information about new features, survey requests, newsletters, and events we think may be of interest to you. We also communicate with you about new product offers, promotions, and contests of Prezi Inc. or its licensees or selected commercial partners. You can control whether you receive these communications as described below under "Your Choices & Obligations" section.</p>
Advertise	<p>Target ads to registered users, visitors, and others through a variety of advertising partners. In some cases, we also use information including service usage information, and information from web beacons, pixels, and cookies, and device identifiers that we collect as mentioned above to better understand how to promote and advertise our Services to you. For example, we use Facebook Custom Audiences to promote specific our Services on through Facebook's ad platform. We do not promote other products or services that are not related to Prezi Inc.</p>
Provide customer support	<p>Investigate, respond to and resolve complaints and Service issues (e.g., bugs).</p>
Promote Safety and Security	<p>Verify accounts and activity to prevent, detect and monitor suspicious or fraudulent activity and to identify violations of Service policies including our Terms of Service (https://prezi.com/terms-of-use/) or this Privacy Policy and/or attempts to harm our Members or Visitors</p>
Pursue Legitimate Interests and Legal Rights	<p>Where required by law or where we believe it is necessary to protect our legal rights, legitimate interests and those of others, we may use or disclose information about you in connection with legal claims, compliance, regulatory, and audit functions, and in connection with the acquisition, merger or sale of a business.</p>
Accomplish other objections, with your consent	<p>We use information about you where you have given us consent to do so for a specific purpose not listed above. For example, we may publish testimonials or featured customer stories to promote the Services, with your permission.</p>

If you have consented to our use of information about you for a specific purpose, you have the right to change your mind at any time, but this will not affect any processing that has already taken place. Where we are using your information because we or a third party (e.g. your employer) have a legitimate interest to do so, you have the right to object to that use though, in some cases, this may mean no longer using the Services.

If you have any questions about the lawful bases upon which we collect and use your personal data click here (<https://prez.is/tr6a5yo/>) to learn how to get in touch with our Data Protection Officer.

Provide the Services	<p>Provide the Services to you, including to process transactions with you, authenticate you when you log in, provide customer support, operate and maintain the Services, and to ensure their secure, reliable, and robust performance.</p>
Develop Services and Research	<p>Conduct research and development for the further development of our Services. In particular, we use collective learnings about how people use our Services and feedback provided directly to us to troubleshoot and to identify trends, usage, activity patterns and areas for integration and improvement of the Services. In some cases, we apply these learnings across our Services to improve and develop similar features or to better integrate the services you use. We also test and analyze certain new features with some users before rolling the feature out to all users.</p>
Personalize Experiences	<p>Include tailored features that personalize your experience, enhance your productivity, and improve your ability to collaborate effectively with others by automatically analyzing your activities and those of your team to provide better content, notifications, and recommendations that are most relevant for you and your team. For example, we may use your email domain to infer your affiliation with a particular organization or industry to personalize the content and experience you receive on our websites and/or communications. Where you use multiple Services (e.g., Prezi Desktop, Prezi on the web or mobile device), we combine information about you and your activities to provide an integrated experience, such as to allow you to find information from one Service while searching from another or to present relevant information as you travel across our websites.</p>
Communicate with you about the Services	<p>Send communications via email, phone and within the Services, including confirming your purchases, reminding you of subscription expirations, responding to your comments, questions, and requests, providing customer support, and sending you technical notices, updates, security alerts, and administrative messages. We send you email notifications when you or others interact with you on the Services, for example, when you are @mentioned on a comment. We also provide tailored communications based on your activity and interactions with us. For example, certain actions you take in the Services may automatically trigger a feature or third-party app suggestion within the Services that would make that task easier. We also send you communications as you onboard to a particular Service to help you become more proficient in using that Service. These communications are part of the Services and in most cases, you cannot opt-out of them. If an opt-out is available, you will find that option within the communication itself or in your account settings.</p>

Privacy Policy. By way of example, in some Designated Countries users as old as 16 may be required to have their parent or guardian submit a specific consent to Prezi, and in those countries users under 16 years of age may not use Prezi.

Also, in certain Designated Countries minors at or beyond the age of 13 might be permitted by local laws to give consent directly to personal their data processing parental or guardian permission. We urge you to familiarize yourself with your jurisdiction's requirements on this subject. You can find useful information here (<https://www.betterinternetforkids.eu/hu/web/portal/practice/awareness/detail?articleId=3017751>) or here (<https://fra.europa.eu/en/publication/2017/mapping-minimum-age-requirements/use-consent>).

Prezi does not knowingly collect personal information about children not authorized to use Prezi – if you believe we have unknowingly collected such information, please contact us at privacy@prezi.com (<mailto:privacy@prezi.com>).

We do not intentionally collect sensitive personal information, such as genetic data, health information, or religious information. Although we do not request or intentionally collect such sensitive personal information, we realize that you might store this kind of information in your account, such as in a presentation, video, and/or infographic. If you store any sensitive personal information on our servers, you are consenting to our storage, processing, and use of that information in accordance with this Privacy Policy.

9. How we use and process your Personal Data

9.1 General

In most cases, we process your Personal Data to provide you with the Services. However, other purposes may apply, as set forth below.

We process your Personal Data in compliance with our legal obligations and with this Privacy Policy. We provide an adequate level of protection to your Personal Data by E.U. data protection regulations and standards, even in cases when we transfer your Personal Data outside the Designated Countries, for example by using approved standard contractual clauses, binding corporate rules, and/or safe harbor programs.

The legal bases for processing depend on the services you use and how you use them. We collect and use your information when:

- We need it to provide you the Services and thereby to perform our contractual obligations to you, including to operate and improve the Services, provide customer support and personalized features and to protect the safety and security of the Services;
- It satisfies a legitimate interest (which is not overridden by your data protection interests), such as for research and development, to market and promote the Services and to protect our legal rights and legitimate interests or those of third parties, and to comply with our legal obligations;
- You have provided consent;

9.2 Details

We use the information we collect from and about you to:

Activity	Processing
----------	------------

Cookies, Web
Beacons and Other
Similar Technologies

The Services, our service providers, linked services, and third party content and/or functionality that appears on the Services may use cookies and other tracking tools including web beacons, pixel tags, clear GIFs, and the like. Please see our cookie policy for more information about these technologies.

Our Partners and
Service Providers

Prezi relies on a number of other companies, agents, and/or contractors to perform services on our behalf and to assist us in operating and providing the Services to you. For example, we may engage such service providers to provide marketing, communications, website hosting, infrastructure, and IT services, to personalize and optimize the Services, provide customer service, collect debts, and analyze and enhance data. In the course of providing such services to us, these companies may obtain information about you, including personal information, and that information will be shared with us. We do not authorize these companies to use or disclose your personal information except in connection with providing the services we request from them.

6. List of Our Data Processors

You can find many of Prezi's authorized partners and service providers (data processors) here (<https://prezi.zendesk.com/hc/en-us/articles/360009207833>).

We may involve new partners and service providers, including for short trial periods, to assist us in operating and providing the Services to you.

Another of our service providers is Google Analytics, which collects information such as how often users visit this site, what pages they visit when they do so, and what other sites they used prior to coming to this site. To learn more about how Google Analytics collects and uses your data when you use the Service, and how you can control the information sent to Google Analytics, please review <https://www.google.com/policies/privacy/partners> (<https://www.google.com/policies/privacy/partners>).

7. Do Not Track Signals

At this time, the Services do not respond to "do not track" signals sent from web browsers.

8. Information We Do Not Collect

The Services are for a general audience and do not direct any content, products, or Services at children under 13 years of age. We understand and are committed to respecting the sensitive nature of children's privacy online. If you are a user between the ages of 13 and 18, you may only use Prezi through an account established by a parent or guardian, with that parent or guardian's permission – provided that in your jurisdiction there is no requirement for you or your parent to provide any consent to Prezi for a minor's use beyond what is already provided in Prezi's Terms of Use and

Some components of the Services allow you and others to share user content and send personal messages with other registered users and non-registered users. To use this feature, you must provide us with personal information about others including an email address for each recipient. For example, when collaborating on a presentation you may want feedback from other team members or non-team members and you can do so by adding those members as collaborators.

Contact Information

Additional Information We Receive About You

When you visit our websites, sign in into our Services, interact with our email notifications, or visit a third-party service that includes content from our Services, we may receive information about you, or combine such information with other personal information. This service usage information includes data such as your IP address, browser type, operating system, the referring web page, pages visited within our Services, location, your mobile carrier, device information (including device and application IDs), search terms, and cookie information.

Use of the Services

We may provide links to online services that we do not own or operate. These services fall outside of this Privacy Policy and we have no control over the data they collect. For example, if you click on an advertisement, you may be taken to the advertiser's website. Once on a third-party site, your data may be collected by others. We encourage you to read the privacy policies of such services before using them.

Third-Party Services

You may use content and/or functionality from third-party services in your presentations, videos and User Content. This Privacy Policy covers our websites and apps, but does not cover any third-party site, content, or app.

We receive information about you when you or your administrator integrate or link a third-party service with our Services, including information from the third party who provides the linked service. For example, if you create an account or log into the Services using your Google credentials, we receive your name and email address as permitted by your Google profile settings in order to authenticate you. We also provide options within the Services that enable you to link to services such as Slack and Salesforce, so you can receive real-time notifications and integrate content within those platforms. Our Prezi video feature allows you to upload videos and stream through other platforms. To learn more about these third parties' privacy practices, please consult their privacy policies.

Services you link to your account

Parts of our Services allow users to upload, create and stream user content, including presentations, messages, comments, images, videos, and other materials. If you choose to upload personal information through these means in a manner that makes it visible to the public, we will consider that information public and will not limit its use or disclosure in the manner described in this Privacy Policy.

You may create a profile and upload content such as presentations, videos, text, photographs, and artwork. Your profile may display information about you and your activities. This information may be accessed by others. Your videos may be viewed and otherwise accessed by others, and associated metadata (e.g., titles, descriptions, tags, etc.) are viewable by others. Your interactions with other users (e.g., comments, "likes") may be seen by others.

Content Information (User Content)

We may associate certain content information (such as titles, metadata, and digital art assets) that is stored in your presentations, infographics, videos or other free-form content inputs, such as comments, with personal information about you or others. Information in your presentations, videos, and infographics belong to you, and you are responsible for making sure that your content complies with our Terms of Service (<https://prezi.com/terms-of-use/>).

If your content is made public, anyone (including us) may view its contents and potentially make other uses of it. If you have included private or sensitive information in your public presentations, videos or other content, such as your name, address, email addresses, and the like, that information may be indexed by search engines or used by third parties. If your user content is shared privately, those you have shared it with may use it in a manner inconsistent with our Terms of Use, and/or inconsistent with your wishes, including disclosing it publicly. Please exercise discretion concerning those you share your private content with.

Information You Share About Others

Support Information

The Services also include our customer support, where you may choose to submit information regarding a problem you are experiencing. For example, if you designate yourself as a technical contact, open a support ticket, speak to one of our representatives directly or otherwise engage with our support team, you will be asked to provide contact information, a summary of the problem you are experiencing, and any other documentation, screenshots or information that would be helpful in resolving the issue.

Survey Information

From time to time, we may ask our registered users or visitors to participate in surveys. These surveys are optional. If you choose to participate, any information you provide to us, including personal information, will be linked with your account in our system. If you would not like your information to be used in this way, you have the option to not participate in surveys or, if you do participate, to provide us only with information you consent to our use of in accordance with this Privacy Policy.

3. Definitions Used in This Privacy Policy

Personal Data: means information that we collect from and/or about you as a natural person (private individual), that can be used to identify you, or that is combined with information that can identify you directly or indirectly (in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person).

You: means any user of the Prezi Services.

User: means any person who uses the Service(s).

Service(s): without regard to whether it is provided through the Website(s) or the Application(s), means all the services described in the Terms of Service (<https://prezi.com/terms-of-use/>).

4. Changes to this Privacy Policy

We review our Privacy Policy on a regular basis. This Privacy Policy may be amended from time to time, and if we make material changes to it, we will provide you notice through the Services, or by other appropriate means (including but not limited to email, via this page or via the user interface).

Your continued use of our Services after a revised privacy policy is posted will constitute your acknowledgment that the collection, use, and sharing of your personal data are subject to the updated policy. The "effective date" of this Privacy Policy is referenced and displayed at the beginning of it.

5. What personal data we collect and why

We collect information about you when you use our services. In addition, third parties may collect information about you when you use our services. Collected information may include or reflect personal information that could identify you, as well as non-personal information. We collect the following information from and about you:

Information you Share

Account Information

You don't have to create an account to use some of our service features, such as searching and viewing public presentations. If you do choose to create an account and become a member, you must provide us with some personal information so that we can provide our services to you including your name, email address and/or phone number, occupation, title, and a password. If you choose to authenticate using a third-party account (e.g., Google), you authorize us to obtain account information from the third-party platform.

Payment Information

In order to gain access to specific premium features within our Services, you must provide us with payment information, including your credit or debit card number, card expiration date, CVV code, and billing address.

{/?

click_source=logged_element&page_location=header&element_type=logo)



Effective June 29, 2020

Privacy Policy

1. Introduction

Prezi Inc. ("Prezi," "us," or "we") respects the privacy and personal information of the members of the Prezi community and is committed to it through compliance with this privacy policy ("Privacy Policy"). This Privacy Policy applies to the <https://prezi.com> (<https://prezi.com>) website, associated software (including Prezi Desktop, and other apps and services that specifically state that this Privacy Policy applies to them (collectively the "Service(s)" or "Prezi Services"). It excludes services that have separate privacy policies that do not incorporate this Privacy Policy.

Privacy Policy explains what information we collect from you, how we use that information, how you can review or change the personal information you provided to us, when this policy is effective, how we may change this policy, and the steps we take to ensure that your personal information is protected. We share your personal information only with your consent or as described in this Privacy Policy.

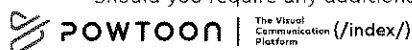
In specific cases, we use the term "Designated Countries" to refer to countries in the European Union (EU), European Economic Area (EEA), and Switzerland.

By registering for, downloading, or using the Services, you accept this Privacy Policy and our Cookie Policy (<https://prezi.com/cookie-policy/>), which are part of our Terms of Service (<https://prezi.com/terms-of-use/>).

2. The Prezi Data Processing Principles

1. We process your Personal Data in compliance with relevant laws, fairly and in a transparent manner.
2. We process your Personal Data only for legitimate purposes and as described in this Privacy Policy.
3. We make reasonable efforts to keep your Personal Data accurate and up to date.
4. We take reasonable steps to ensure that inaccurate Personal Data is erased or rectified.
5. We keep your Personal Data in a form that enables us to identify you for no longer than is necessary for the purposes for which your Personal Data is processed.
6. We process your Personal Data in a manner that ensures appropriate security of your Personal Data, including against unauthorized or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organizational measures.

Should you require any additional copies, we may charge you a fee which shall not exceed the cost for generating copies.



Based on your request, we shall also provide you with the following information:

DISCOVER TEMPLATES (/VIDEO-TEMPLATES) SOLUTIONS

1. The types of personal data concerned;
2. The entities or individuals with whom we shared your personal information and whether they are located in countries outside of the European Union;
3. The duration of time we keep your personal information. If that is not possible, the criteria used to determine such a period.

PRICING (/PREMIUM/)

LOGIN (/ACCOUNT/LOGIN/)

SIGN UP

Right to Be Forgotten/Erasure

If you decide that you no longer wish to be a member of our website and would like us to delete all of your personal information, please contact us at privacy@powtoon.com

We will not be able to delete your personal information if it is required:

1. For the fulfilment of any contractual obligations we may have to you;
2. For the exercise of the right to freedom of expression and information;
3. In order to comply with a legal obligation required from us by European Union law or the law of the Member State of the European Union in which we operate;
4. For reasons of public interest;
5. For the establishment, exercise or defense of a legal claim.

Please be advised that following such deletion we will not be able to provide you with our services, and should you wish to rejoin our website you will need to complete a new registration process.

Right to Rectification

At any time during your usage of our platform, you may review, amend, or update the information you provided us with by logging in to the platform and accessing your account and profile settings at <https://www.powtoon.com/account/info/> (<https://www.powtoon.com/account/info/>)

Right to Data Portability

You have the right to ask us to provide a copy of your personal information to another provider, in the event that you wish to move your account to them.

If you wish to have such a copy, please contact us at privacy@powtoon.com and we shall provide it to you in an electronic and machine readable form so that you may transmit such information to another entity.

If it is technically feasible and should you wish, we will transfer such information directly to such another entity at your request.

Please be advised that we will not be able to provide you with such a copy or transfer such information to such an entity if it would adversely affect the rights and freedoms of others.

This website uses cookies to ensure you get the best experience on our website. [Learn more \(/privacy-policy/#aboutcookies\)](https://www.powtoon.com/privacy-policy/#aboutcookies)

Got it



POWTOON | The Visual Storyteller

Many schools use Google G Suite for Education to issue "school use only" Google accounts to their students. These

students may use their Google account to sign up for Powtoon on the education signup page

(<http://www.powtoon.com/account/edu-signup/>). Powtoon will protect such accounts from disclosure and will use the email address associated with such accounts only for sending transactional email messages.

[DISCOVER](#) [TEMPLATES \(/VIDEO-TEMPLATES/\)](#) [SOLUTIONS](#)

Data breach prevention and response plan

[PRICING \(/PREMIUM/\)](#)

Data of children is, like all other data Powtoon controls, safeguarded according to industry standards and best practices.

For more details, see Data Protection above. Furthermore, we make every reasonable effort to prevent data breaches and have a documented security incident management policy and procedure.

[LOGIN \(/ACCOUNT/LOGIN/\)](#)

[SIGN UP](#)

As we do not collect personal information from students, the risk of personal student information being extracted from our system is very low. If you want to be informed in the event of a data breach that affects student account data, you can register your institution to our breach notification list by emailing edu-privacy@powtoon.com (<mailto:edu-privacy@powtoon.com>) with the subject line "registration to breach notification list". In this email, please include the name of your institution, your name and role, together with your contact information. In the unlikely event that such a breach will occur, we will inform all registered institutions within 72 hours of detecting the breach.

Changes to This Privacy Policy

This privacy policy was last modified on October 12, 2020. If we update this privacy policy in a manner which changes how we collect or use your personal information, the types of personal information we collect or use, or the purposes for such collection or use of personal information, we will ask for your renewed consent. This will be conducted in two steps:

1. We will send a notification to the email address you provided us with upon registration. In this notification, the new proposed changes will be explained so that you may provide us with your consent;
2. Following the email notification, we will ask you to provide your consent to the new changes when you next log in to our website.

Your Rights

Right to Lodge a Complaint

If you believe that your right to data protection and privacy has been infringed by us in any way, you may contact the relevant supervisory authority in your place of residence.

Right to Access

You may ask for a copy of your personal information held by us. If you wish to do so, please contact us at privacy@powtoon.com and we shall provide you with an electronic copy of your personal information as soon as practicable and after we are able to verify the validity of your request and your identity. We will not be able to provide you with such access if this would adversely affect the rights and freedoms of others, or where the collation and presentation of such data would involve disproportionate cost to Powtoon.

This website uses cookies to ensure you get the best experience on our website. [Learn more \(/privacy-policy/#aboutcookies\)](#)

Got it



DISCOVER

TEMPLATES (/VIDEO-TEMPLATES)

SOLUTIONS

PRICING (/PREMIUM/)

Privacy of Children

Compliance

LOGIN (/ACCOUNT/LOGIN/)

SIGN UP

We are proud that Powtoon is a tool widely used in schools by children of all ages. As such, we are committed to safeguarding each child's personal information, in compliance with but not limited to the following laws and regulations:

The Children's Online Privacy Protection Act (COPPA)

The Family Educational Rights and Privacy Act (FERPA)

The New York State Education Law 2-d

Student accounts

To protect children's privacy, their accounts are labeled internally at Powtoon as *student accounts* and are subject to all the requirements of the above laws. Specifically, with regards to personal information, our approach is to not collect or store personal information belonging to children that created a student account.

Student accounts are created when children sign up for our service in one of the following ways:

By using their clever.com (<https://clever.com/>) account

By accepting an invitation from a teacher to join a Powtoon classroom group

By signing up on our dedicated student signup page (<https://www.powtoon.com/account/student-signup/>)

By signing up on our dedicated education signup page (<https://www.powtoon.com/account/edu-signup/>) and choosing the student option in the signup form

By accessing Powtoon through their school's learning management system (for example: Canvas)

No commercial use of data

Student account data is used exclusively to deliver Powtoon's services. No commercial use of student data is made.

Communications

To student accounts with email addresses (Google G Suite for Education), Powtoon will send only transactional emails that provide notification for events such as the completion of a video rendering process.

All transactional notifications from Powtoon to student account holders without email addresses take the form of on-site notifications. Powtoon refrains from sending any marketing or other non-transactional email messages to student account holders.

Access to content created in student accounts

Videos and presentations created by student account holders and which are published for viewing on the Powtoon platform, are published in private mode by default. These videos and presentations are not added to the Powtoon site map and not made available for indexing by search engines.

This website uses cookies to ensure you get the best experience on our website. [Learn more \(/privacy-policy/#aboutcookies\)](https://www.powtoon.com/privacy-policy/#aboutcookies)

Got it



We are assisted by trusted third parties to operate our website, to conduct our business, and to provide you with our services. Such third party providers include billing companies, website infrastructure management, and analytics service providers. As part of the provision of their services to us, we may transfer some of your personal information to them, inasmuch as such personal information is necessary for them to perform such service. For example: your credit card details will be analyzed through our billing software which is provided by a third party in order for us to provide you with an invoice when you make a purchase on our website.

These third party providers are located in:

[LOGIN \(/ACCOUNT/LOGIN/\)](#)

[SIGN UP](#)

1. The European Union;
2. Israel – which has been granted an adequacy decision by the European Commission, meaning that its data privacy legislation is considered to provide an equivalent level of protection to personal data as provided within the European Union and thus data transfers to Israel do not require an additional transfer mechanisms;
3. The United States – Data processing agreements are provided to sub-contractors in the US, which include the Standard Contractual Clauses formulated by the European commission to assure that adequate safeguards are implemented to secure any data transfer.

We also entered into contracts with such third party providers in order to ensure that the personal information we provide them regarding our users is kept confidential and secure.

Other Forms of Disclosure

In certain circumstances, we may also disclose your personal information to outside parties. This could happen if:

1. We believe that, under the specific circumstances, releasing such personal information will be appropriate in order to comply with any European Union or Member State law applicable to us;
2. We want to protect our legitimate interest and in order to do so we would need to disclose your personal information, and only after we made sure that we cannot protect our interest without disclosing your personal information;
3. We need to protect your or another individual's vital interests.

Third Party Links

Occasionally, and at our discretion, we may include or offer third party products or services on our website. These third party websites have separate and independent privacy policies and should be researched independently by anyone wishing to use their services. Although we are not responsible for the content and activities of such third party websites, we do seek to protect the integrity of our website, and would thus welcome your feedback regarding such websites if you have any concerns you wish to share with us.

Data Protection

Powtoon operates a rigorous information security management system and protects data according to industry best practices. We have implemented, and work to constantly improve, a wide array of processes, procedures, and technical controls such as encryption, firewalls, and segregation of networks. All this is done to maintain the confidentiality of your data.

This website uses cookies to ensure you get the best experience on our website. [Learn more \(/privacy-policy/#aboutcookies\)](#)

Got it



POWTOON | The Visual Communication Platform
Methods labeled secure by industry experts.

Powtoon uses secure servers and all communication between your device and Powtoon's servers is encrypted using only information, is transmitted using Transport Layer Security (TLS 1.2 and up) technology and stored encrypted in our secure Databases.

[DISCOVER](#)

[TEMPLATES \(/VIDEO-TEMPLATES\)](#)

[SOLUTIONS](#)

Payment information is transmitted directly from your web browser to the system of our PCI DSS compliant payment processing and subscription billing provider and is never stored on Powtoon's own IT systems.

[PRICING \(/PREMIUM/\)](#)

[LOGIN \(/ACCOUNT/LOGIN/\)](#)

[SIGN UP](#)

Privileged Powtoon administration staff with access to your information are required by our Information Security Policies and by contract to keep confidential all information on our systems. In the event of a security breach, we will take all reasonable action to minimize any harm and all in accordance with our data breach response plan.

Do we use cookies?

Yes.

Cookies are small files that our website transfers to your computer, enabling Powtoon to recognize your browser and remember certain information about your browser and your login information (for example: what type of browser you used to log in to our website, the date and time you logged in to our website, your preferred browser language, etc.).

We also use cookies to help us remember and process the items in your shopping cart, save your preferences for future visits, and compile aggregated data about site traffic and site interactions, so that we can offer better website experiences and tools in the future.

We store such cookies for a period of 14 days, after which such cookies are deleted.

In addition, we contract third party service providers to assist us in gaining a better understanding of the way users visit and use our website. We do this through the use of such third party service providers' cookies, which are placed on your browser when you log in to our website. Such providers can then analyze the data included in such cookies to provide us with valuable insights, such as the average number of visitors to the website or the preferred browser language of most users.

Visit <http://www.aboutcookies.org> (<http://www.aboutcookies.org/>) for a guide on how to control and delete cookies on a wide range of web browsers and operating systems.

Do We Disclose Any of Your Personal Information to Outside Parties?

Third Party Providers

This website uses cookies to ensure you get the best experience on our website. [Learn more \(/privacy-policy/#aboutcookies\)](#)

Got it



TEACHTOWN
Exceptional Solutions for Exceptional Students

Privacy

[CONTACT US](#)[SUPPORT](#)[STORE !\[\]\(10f8862fc183b400327470ea85afe9ae_img.jpg\)](#)[SIGN IN](#)

TeachTown is committed to protecting your privacy. To that end, we have created this privacy statement to inform you about our information gathering and dissemination practices for this website, www.teachtown.com, related sub-domains (collectively, the “website”), and the locally installed client application (together with the website, the “web services”). In this privacy statement you will find information regarding the following:

1. What personally identifiable information we collect through the web services and how that information is used.
2. Information about cookies.
3. With whom the information may be shared.
4. What choices are available to you regarding collection, use and distribution of the information.
5. The kind of security procedures that

are in place to protect the loss, misuse or alteration of information under TeachTown's control.

6. How you can access and correct any inaccuracies in the information collected about you.

If you have any questions regarding this privacy statement, if you feel that we have not complied with the policies stated here, or if you would like to request that we change the way we use your information, please contact us at support@teachtown.com or write to us at the following address:

TeachTown Support
330 West Cummings
Park
Woburn, MA 01801

At TeachTown we do not sell or rent your personal information to third parties for marketing purposes. We will only share your information with third parties as described in this privacy statement or if we are required to do so by law or in the good-faith belief that such action is necessary in order to conform to the edicts of the law, cooperate with law enforcement agencies, or comply with legal process.

An Important Note

About Children.

Children (persons under the age of 18) are not eligible to use the web services without some supervision from a parent, guardian or teacher. We ask that children do not submit any personal information to us unless a parent, guardian or teacher is monitoring that submission or the child's general use of the web services. If you are under the age of 18, you may only use the web services in conjunction with and under the supervision of your parents, guardians or teachers who have authorization from your parents or guardians.

What Personally Identifiable Information do We Collect and How is it Used?

- **Sign-On.** We collect your name, email address and in some instances, the company or institution you work for, and if you sign up for our services, your address and telephone number as part of the sign up process for the TeachTown.com service (the "Service"). This information is to allow you to access and participate in the web services and enable us to

communicate with you regarding the web services as well as other products, services and opportunities we believe will be of interest to you. At times this communication may be effected through a third party communications company, who will be instructed to maintain the privacy of your information and use it solely for the purpose of communicating with you on our behalf. We may also use this information in aggregate form to help us improve our products and services and engage in related research activities. In addition, if you choose to post messages in our bulletin boards, chat rooms or other message areas or leave feedback for other users, we will collect that information you provide to us. We retain this information as necessary to resolve disputes, provide customer support, improve our products and troubleshoot problems as permitted by law.

vis a vis the child (e.g. parent, guardian, teacher, etc.). This information will be used to process and complete your payment. In addition, we will collect information about your child (if you are the legal guardian) or the child you're working with (if you are not the legal guardian) including first name, age, diagnosis and developmental information. This information is used to customize the program to the child's developmental needs and provide feedback to the parents, teachers and students regarding a child's progress. It may also be used in aggregate form by TeachTown, either independently or with third party research institutions, for product improvement, research and studies related to the TeachTown program

- **Opt-in**

Programs. If you have indicated that you are interested in learning more about TeachTown and our offerings,

have elected to take part in one of our Beta programs, or if you have elected to receive our newsletter or other email publications, we will collect contact information such as name, email address, phone number and address. We may also collect information about your child and his/her developmental needs. This information will only be used to contact you to provide you with further information about our products and services as you have requested.

- **Demographic Information.**

We automatically track certain information based upon your behavior on the web services. We use this information to do internal research on our users' demographics, interests, and behavior to better understand, protect and serve you and our community. This information may include the URL that you just came from (whether this

URL is on the Site or not), which URL you next go to (whether this URL is on the Site or not), your computer browser information, and your IP address.

Does TeachTown Use Cookies? A

"cookie" is a small file placed on your hard drive that tracks non-personally identifiable information such as the number that represents you as a user in our system. We use cookies to track your log-in to the web services. We also use cookies to allow you to enter your password less frequently during a session. You are always free to decline our cookies if your browser permits, although in that case you may not be able to use certain features on the webs services and you may be required to reenter your password more frequently during a session.

Additionally, you may encounter "cookies" or other similar devices on certain pages of the website that are placed by third parties. For example, if you view a web page created by a user, there may be a "cookie" placed within that web page. We do not control the use of cookies by third parties.

With Whom Do we Share Your Information? We

never sell or rent your

never sell or rent your personal information without your consent. However, TeachTown may release personal information under the following circumstances:

- Where release is required by law (for example, a subpoena) or regulation or is requested by a government agency; or
- To appropriate persons, where your communication suggests possible harm to others.

As discussed above under "TeachTown Subscription; Purchase of Software," if you order a subscription or purchase software from TeachTown, we will collect billing related information from you, such as a credit card number and billing address. We may share that information with a third party solely for the purpose of processing your order. In addition, we collect information about the child that is using our software or services. After we receive the legal guardian's or lead teacher's consent, we will share that information between that student's teachers, legal guardians and others who the legal guardian or lead teacher has approved. We may also use that information in aggregate, non-personal form to improve our products and services or provide

reports about their success.

Choices Regarding the Use of Your Information

- How to Discontinue Receiving TeachTown Email Publications. To stop receiving TeachTown email publications, log in to your account at www.teachtown.com, select the profile link on your account page and change your email options.
- How to Access and Update User Information. You can view and update your account information on the web by logging in and selecting the profile link, or in the TeachTown program by logging in and choosing the profile button.

How do we Protect the Security of Your Information?

Protecting your privacy and your information is a top priority at TeachTown. We have taken careful measures to prevent the loss, misuse, and alteration of your information. Once we receive your information that was entered into our web services, it is stored behind a firewall. All TeachTown employees

are aware of our privacy and security policies. Your information is only accessible to those employees who need it in order to perform their jobs. If you order software or services from us, we may share your information with a third party solely for the purpose of processing your order. In the rare instance that an unauthorized person obtains your credit card information and uses it, by federal law, you are only liable for the first \$50. In any instance where you have discovered or suspect fraud, you need to contact your credit card companies immediately. Please be assured that all of your information is communicated via a secure connection using industry standard internet security protocols.

Notification of Changes. If we are going to use your personally identifiable information in a manner different from that stated at the time of collection through our then existing privacy policy, we will notify you via email. You will have a choice as to whether or not we use your information in this different manner. In addition, if we make any material changes in our privacy practices that do not affect user information already collected through our site, we will post a prominent notice on our

prominent notice on our website notifying users of the change.

What Happens if you Communicate with Us.

When you send an email to us or visit the web site, you are communicating with us electronically. When you send an email to us, you consent to receive communications from us electronically in response. We may communicate with you by email, or by updating or posting notices on our web site. You agree that all agreements, notices, disclosure and other communications that we provide to you electronically satisfy any legal requirement that such communication be in writing. All communications with us become the property of TeachTown.

Your Consent. You acknowledge that this privacy policy is part of the website terms of use and you agree that using this site signifies your assent to TeachTown's privacy policy.

TeachTown reserves the right to change the terms of service, including this privacy policy, at any time, without advanced notice. If we decide to change our privacy policy, we will post those changes on this page so that you are always aware of what information we collect, how we use it, and under what circumstances we

Privacy Policy

Your privacy, especially that of the students and schools that we serve, is critically important to us.

You can find our full detailed [Privacy Policy](#) below.

In addition, we have summarized the most important and relevant points of our privacy policies and practices here at Edublogs.

For any questions about the privacy and security of our platform, please contact us at support@edublogs.org.

You can also find the [Edublogs Terms of Service](#) here.

What is Edublogs used for?

- We are a web publishing platform, built on the open-source WordPress content management system, to provide blogs and websites to students and educators.
- We are used by, designed for, and marketed toward students in grades PreK-12 and educators.

What data does Edublogs collect?

- We don't ask you for personal information unless we truly need it.
- We only require a username to create accounts for students.
- A valid email address is required for adult users that create registered accounts.
- Those who engage in financial transactions with Edublogs – by upgrading to a Pro account, for example – are asked to provide additional information, including as necessary the personal and financial information required to process those transactions.
- Beyond the above, no other personal information is collected. We do NOT collect education records, directory information, biometric data, health data, behavioral data, or other sensitive data.

What data does Edublogs share?

- We do not rent or sell personally-identifying information to anyone.
- We only use the information and data we collect for the purpose for which it was collected. We do share data with a limited number of 3rd parties explicitly to assist with the operation of our platform, including web hosts, email sending, payment processing, and support services. We have vetted the policies of the 3rd parties we work with and a [full and updated list is found in the sections below](#).
- **The Edublogs platform is 100% advertising free. We do not display ads, and we do not participate in any services that track visitors to display targeted ads on other websites.**
- We are a web publishing platform that allows registered users to upload and publish content. We have filtering tools in place to monitor user content for inappropriate misuse of our platform, such as spam.
- All users have the right to a copy of their content and data that we store, and we will fully delete or anonymize any user's data on request. We will verify the identity of the requestor via email, and parents have these rights for their minor children.

How safe is Edublogs?

- For children under 13, student accounts can only be created under a teacher or school-sponsored account (using an invite code), otherwise, express written permission from a parent or guardian is required.
- Account registration is required in order to access the web publishing platform and before any data is shared with us.
- By default, blogs and student-created content are private and can only be made public with the approval of a teacher (when attached to a class account) or by express written request by a parent.
- We aim to make it as simple as possible for you to control the content that is visible to the public, seen by search engines, kept private, and permanently deleted.
- We fully encrypt all user data both at rest and in transit, including all system backups and user-uploaded files and content.

- All employees receive regular training on privacy practices, and we utilize detailed audit logging of employee and staff activity to track when customer data is accessed or changed.
- We have a security breach notification plan in place, [which can be found below](#).
- We follow best security practices and can provide 3rd party reports about our security and privacy practices on request.

What are the rights of users and parents?

- If you are a registered user or have left comments on our site you can request to see or download the data we have about you.
- You can also request “to be forgotten” and we will erase any personally identifiable data we have about you.
- Parents can also request a copy of the data we have or for data to be erased for their minor children.
- We will verify the identity of those requesting copies of data or to be forgotten via email. Please email us at support@edublogs.org to get the process started.

Our Privacy Policy

Who We Are

Incsb, LLC provides WordPress and web hosting services via [WPMU DEV](#), [CampusPress](#), and [Edublogs](#).

This privacy policy applies to all visitors and customers using or accessing any of the websites that we produced and maintain for the services that we provide, including [wpmudev.com](#), [campuspress.com](#), [edublogs.org](#), [incsub.com](#), and [theedublogger.com](#). It also applies to the WordPress services that we provide as part of WPMU DEV memberships that use APIs to interact with our servers or the WPMU DEV site and to human resources data of our employees and contractors.

This policy DOES NOT cover websites that we host for our customers as part of WPMU DEV or CampusPress. For these sites, the site owner/customer is responsible for publishing its own privacy policy.

Incsb, LLC is a registered corporation in Alabama, USA. Our mailing address is:

Incsb, LLC
PO BOX 548 #88100
Birmingham, AL 35201
USA

For any privacy-related questions or complaints, you can reach us at admin@incsub.com or by mail at the address above. We will reply within one (1) week of receipt of the inquiry.

Sharing Your Data

We use third-party services (data processors) across our sites. The extent to which your data is shared with these providers depends on your use of our services, and we list the specific third-parties in use (with links to their privacy policies) in the sections below.

Each third-party provider has been vetted by our security team to ensure that privacy policies and practices meet or exceed the same levels of compliance and standards that we follow. Where appropriate and available, we hold additional signed Data Privacy Agreements with these companies as an additional layer of accountability in order to help ensure your data is safe and secure.

We disclose potentially personally-identifying and personally-identifying information only to our employees, contractors and affiliated organizations that (i) need to know that information in order to process it on our behalf or to provide services, and (ii) that have agreed, in writing, not to disclose it to others. Some of those employees, contractors and affiliated organizations may be located outside of your home country; by using our websites and services, you consent to the transfer of such information to them. We will not rent or sell potentially personally-identifying and personally-identifying information to anyone.

We may be required to disclose an individual's personal information in response to a lawful request by public authorities, including to meet national security or law enforcement requirements.

If we ever were to engage in any onward transfers of your data with third parties for a purpose other than which it was originally collected or subsequently authorized, we would provide you with an opt-out choice to limit the use and disclosure of your personal data.

Cookies

A cookie is a string of information that a website stores on a visitor's computer, and that the visitor's browser provides to the website each time the visitor returns. We use cookies across our sites to help identify and track visitors, their usage of our services, and their website access preferences. We describe the specific cookies used in the sections below. Visitors who do not wish to have cookies placed on their computers should set their browsers to refuse cookies before using our websites, with the drawback that certain features may not function properly without the aid of cookies.

Personal Data We Collect

Registered Users

- If you create an account on one of our sites, you will be prompted to select a Username and provide your Email Address.
- When choosing a Username, we strongly advise you not use or include your real name. Usernames cannot be changed.
- Your Username and Email Address are stored in the website's database. Your Email Address is used to send you an email with a link to set your password or to send you an email with a link to reset your password in the event you forget your password.
- Once an account is created, you must contact us to have it deleted.
- Accounts have a numeric User ID assigned to them when they are created. The User ID cannot be changed.
- An anonymized string created from your email address (also called a hash) is provided to the Gravatar service to see if a Profile picture of you is available for display. The Gravatar service privacy policy is available [here](#).
- You may optionally complete your Profile by providing your First Name, Last Name, Website (URL) and/or Biographical info. These additional details are also saved in the website's database. You may edit these details, and your Email Address, in your Profile at any time.
- You may also choose how your name is displayed (your Display Name) to visitors to the site (e.g. in comments you create) in your Profile.
- Your Username, First Name, Last Name and Email Address are accessible by employees on the site.
- If you attempt to log in to our site, we will set a temporary cookie to determine if your browser accepts cookies at all. This cookie contains no personal data and is discarded when you close your browser.
- If you have an account and you log in to a site, we will set up several cookies to save your login information and some of your screen options. The logged-in cookies last for two days, and the screen options cookies last for a year.
- If you select "Remember Me" these cookies will persist for two weeks. If you log out of your account, the login cookies will be removed. It is important that you log out if you are using a public computer.
- For users that register on one of our sites, we also store the data they provide in their profile indefinitely. All registered users can see, change or delete most of that data at any time except their login name/nickname.

Publishing Content (Comments, Pages, Posts, Forums)

- Your Profile Picture (Gravatar), Display Name, Website (URL) (if any) and Biographical Info (if any) may be visible to visitors to the website (e.g. if you leave a comment, forum post, or contribute an article/post).
- If you author an article/post, your Username, User ID, Profile Picture (Gravatar), Display Name, Website (URL) (if any) and Biographical Info (if any) are provided to any visitor using the website's REST API interface.
- If you upload media (e.g. images) to the website (in forums, posts, or comments), you should avoid uploading images with EXIF GPS location data included. Visitors to the website can download and extract any location data included in images on the website.

- Visitors using the website's REST API interface can correlate uploaded media to a particular user. This may allow such visitors to map a user to a particular time and location if EXIF GPS location data was included in the uploaded media.
- If you edit or publish an article/post, an additional cookie will be saved in your browser. This cookie includes no personal data and simply indicates the post ID of the article you just edited. It expires after 1 day.
- When visitors leave comments on one of our sites we collect the data shown in the comments form, and also the visitor's IP address and browser user agent string to help spam detection.
- Comments may require manual approval by one of our employees or site owners.
- If you leave a comment on a site you may opt-in to saving your name, email address and website in cookies so we can recognise you as a commenter. These cookies will persist for one year.
- Additional spam detection is provided by Automattic/Akismet. The Automattic privacy policy is available [here](#).
- Published content and comments are stored indefinitely unless deletion/removal is requested by the original author.

Email/Chat/Contact Forms

- We use Google/G Suite to process all internal email and communication with our customers. Google's privacy policy is available [here](#).
- Customers that email us, or use any of the contact forms on our websites, will have their email address, IP address, and any data provided in the contact form or body of the email stored in G Suite archives and in our help desk third-party service provider, HelpScout. The HelpScout privacy policy is found [here](#).
- We use LiveChatInc to provide live chat and live support services. Any data provided during a live chat session with one of our team members will be recorded and logged in an email that is sent to our HelpScout help desk. This includes your name, email address, and IP address. The LiveChatInc privacy policy is found [here](#).
- LiveChatInc uses cookies to tailor chat sessions to the individual. No personal information is stored in these cookies (only visit history). Cookies expire in 3 years.
- We keep all email and chat communication indefinitely to help us provide support and improve our services. Individuals can request copies of any previous correspondence with us at any time.

Embedded Content From Other Websites

Embeds are pieces from other websites that are shown from time to time on our websites. They behave in the exact same way as if the visitor has visited the other website and may use cookies or capture information. Typically embedded content is from websites that share videos, images, or other content. These services may collect your IP Address, your User Agent, store and retrieve cookies on your browser, embed additional third-party tracking, and monitor your interaction with that embedded content, including correlating your interaction with the content with your account with that service, if you are logged in to that service.

Links to the privacy policies of the most common services have been included below. Where a general privacy policy is not available, the applicable country is indicated.

- [Amazon](#)
- [Animoto](#)
- [Blip](#)
- [CollegeHumor](#)
- [DailyMotion](#)
- [Facebook](#)
- [Flickr](#)
- [FunnyOrDie.com](#)
- [Hulu](#)
- [Imgur](#)
- [Instagram](#)
- [Issuu](#)
- [Kickstarter](#)
- [Meetup.com](#)
- [Mixcloud](#)
- [Photobucket](#)
- [PollDaddy](#)
- [Reddit](#)
- [ReverbNation](#)

- [Scribd \(US\)](#)
- [SlideShare \(LinkedIn\)](#)
- [SmugMug](#)
- [Someecards](#)
- [SoundCloud](#)
- [Speaker Deck](#)
- [Spotify \(US\)](#)
- [TED](#)
- [Tumblr](#)
- [Twitter](#)
- [VideoPress](#)
- [Vimeo](#)
- [Vine](#)
- [WordPress Plugin Directory](#)
- [WordPress.tv](#)
- [YouTube \(Google\)](#)

Analytics

- We use Google Analytics for tracking visitors and aggregating information about the traffic to our websites. The Google Analytics privacy policy can be found [here](#). You can learn more about how to opt-out of tracking in Google Analytics [here](#).
- We use Mixpanel to track the logged-in activity of users of WPMU DEV. This includes profile information provided during signup. Mixpanel's privacy policy is found [here](#). Mixpanel uses cookies to track activity on the WPMU DEV site. Cookies include a unique identifier tied to your WPMU DEV account but does not include personally identifying information. Cookies expire within 1 year. Mixpanel, like Google Analytics, respects 'Do Not Track' settings that are available in modern web browsers.
- We use Hotjar to help us analyze and improve user experiences. You may opt-out from having Hotjar collect your information when visiting a Hotjar Enabled Site at any time by visiting Hotjar's [Opt-out page](#) and clicking 'Disable Hotjar' or enabling Do Not Track (DNT) in your browser. Hotjar's privacy policy is found [here](#).

Marketing Campaigns

- We use email marketing to communicate with customers and potential customers from time to time. All email lists and campaigns are "opt-in" meaning we will not send you these sorts of emails unless you indicated that you wish to receive them during signup or other interactions on our website.
- We may send you "system" emails, such as password reset requests or payment notifications/receipts even if you have not opted-in to email marketing lists.
- All marketing emails sent by us will include an unsubscribe link in the footer of the email. Emails sent to you may also include standard tracking, including open and click activities.
- We use two different services for email marketing, MailChimp and Mixpanel. Mailchimp's privacy policy is found [here](#). Mixpanel's privacy policy is found [here](#).
- With the exception of visitors to Edublogs.org, we may utilize social media and web advertising campaigns. These service providers use cookies on our sites and/or pixel tracking to serve ads across the different platforms.
 - Google AdSense & DoubleClick ([privacy policy](#) | [opt out](#))
 - Twitter ([privacy policy](#) | [opt out](#))
 - Facebook ([privacy policy](#) | [opt out](#))

Paying Customers

- For business analytics and payment subscription records for WPMU DEV, we use Chartmogul. Chartmogul's privacy policy can be found [here](#).
- For business analytics, CRM, and subscription records of Enterprise and CampusPress customers, we use Hubspot. Hubspot's privacy policy can be found [here](#).
- For payment transactions for WPMU DEV and Edublogs, we use PayPal and Stripe. PayPal's privacy policy can be found [here](#). Stripe's privacy policy can be found [here](#).
- For payment transactions and invoice records of Enterprise and CampusPress customers, we use Zoho. Zoho's privacy policy can be found [here](#).
- To comply with accounting and legal requirements, we keep data on financial transactions in the systems above for up to 10 years.

Hosting and API Services

- All web servers and hosting are managed by our team on the Amazon Web Services platform located in different regions around the world. This includes website hosting, backups, web database, file storage, APIs, and log files. Hosting, Enterprise, and CampusPress customers may choose which region/country their website is hosted in, and in that case, all WordPress and database files for that site will be stored in that region only. Edublogs is hosted in the Virginia Region (USA). Amazon's privacy policy can be found [here](#).
- Our 'Hummingbird' and 'Smush' products and our hosting services use the Stackpath Content Delivery Network (CDN). Stackpath may store web log information of site visitors, including IPs, UA, referrer, Location and ISP info of site visitors for 7 days. Files and images served by the CDN may be stored and served from countries other than your own. Stackpath's privacy policy can be found [here](#).

Your Rights

If you are a registered user or have left comments on our site you can request to see or download the data we have about you.

Typically for visitors that have left comments, the data will be their email address, any IP addresses assigned to them at the time of leaving the comments and the user agent strings of the browsers they used. The rest of the data is public as published by the visitors.

For registered users or paying customers, this will also include profile information and download, payment, and support ticket histories.

You can also request "to be forgotten" and we will erase any personally identifiable data we have about you. Of course, this excludes data we need for administrative or security purposes or if we are required by law to retain some of the data.

An individual who seeks access, or who seeks to correct, amend, or delete inaccurate data, should direct his/her query to admin@incsub.com. We will respond within a reasonable timeframe, not to exceed one week.

Protecting Your Data

The security and reliability of our service is our number one priority. We invest heavily in the training of our staff and our infrastructure to ensure that best practices are followed in everything that we do.

See wordpress.org/about/security for details on the security of the WordPress core itself.

- Prevention is best when it comes to security, and as a first step, we follow all WordPress Code Standards in the plugins that we build and use.
- In addition, we have an extensive internal review and Quality Assurance process in place specifically to prevent potential security vulnerabilities in our plugins and services.
- Every Incsub employee and contractor goes through background checks and an onboarding process that includes a trial period where access to customer data is provided only when working directly under the supervision of another staff member.
- All staff only have access to systems that are directly required to complete the functions of their job. We use dual factor authentication for all critical systems and communications services, and automatically log all staff activity using an internal logging tool, Google 'G' Suite features, and Amazon Cloud Trail.
- All staff (including any contractors) undergo initial training to ensure proper understanding of all security-related processes. Staff regularly attend industry conferences and otherwise stay informed of best practices and relevant trends. Staff review and agree, in writing, to all policies and procedures annually.
- We only use third-party services, such as Amazon Web Services, that are fully vetted and adhere to the highest levels of privacy and security practices.

Data Breach Procedures

Should any event occur where customer data has been lost, stolen, or potentially compromised, our policy is to alert our customers via email no later than 48 hours of our team becoming aware of the event. We will also report such incident to any required data protection authority. We will work closely with any customers affected to determine next steps such as any end-user notifications, needed patches, and how to avoid any similar event in the future.

Privacy Shield Frameworks

Insub, LLC complies with the EU-U.S. Privacy Shield Framework and Swiss-U.S. Privacy Shield Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information transferred from the European Union and Switzerland to the United States. Insub, LLC has certified to the Department of Commerce that it adheres to the Privacy Shield Principles. If there is any conflict between the terms in this privacy policy and the Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Privacy Shield program, and to view our certification, please visit [privacyshield.gov](https://www.privacyshield.gov).

In compliance with the Privacy Shield Principles, Insub, LLC commits to resolve complaints about our collection or use of your personal information. EU and Swiss individuals with inquiries or complaints regarding our Privacy Shield policy should first contact Insub at admin@incsub.com or by mail at the address at the top of this policy.

If we do not resolve your complaint, you may contact JAMS, our designated independent dispute resolution provider for Privacy Shield inquiries. You can contact JAMS, which is based in the United States, through its website at the following link: <https://www.jamsadr.com/eu-us-privacy-shield>

If neither Insub, LLC nor JAMS resolves your complaint, you may, in certain circumstances, be able to seek binding arbitration through the Privacy Shield Panel. You can read more about binding arbitration in Annex I to the Privacy Shield Principles.

Insub, LLC commits to cooperate with EU data protection authorities (DPAs) and the Swiss Federal Data Protection and Information Commissioner (FDPIC) and comply with the advice given by such authorities with regard to human resources data transferred from the EU and Switzerland in the context of the employment relationship.

Our commitments under the Privacy Shield are subject to the investigatory and enforcement powers of the United States Federal Trade Commission.

Privacy Policy Changes

Although most changes are likely to be minor, Insub may change its Privacy Policy from time to time, and in Insub's sole discretion. Insub will notify clients by email when making changes.

Changelog

- March 15, 2021 – Added location of Edublogs hosting (USA) and where to send any complaints (admin@incsub.com).
- April 8, 2020 – Updated mailing address.
- May 1, 2019 – Added information about Hotjar under the Analytics section.
- July 6, 2018 – Added information about the Privacy Shield Frameworks.
- May 25, 2018 – Updated language of the policy to be more user-friendly, specifically outlining requirements in preparation for meeting the GDPR.
- September 28, 2016 – Removed clauses for EU/Swiss Safe Harbor Program.
- June 11, 2013 – Added in clauses for EU/Swiss Safe Harbor Program.

Does your school deserve a better website?

We can help! Affordable, accessible, and easy-to-update websites for your school or district.

[LEARN MORE](#)

[CUSTOMER EXAMPLES](#)



Quick Links

[CampusPress](#)

[TheEdublogger](#)

[Help & Support](#)

Company

[About](#)

[Contact](#)

[Work With Us](#)

© 2020 Incsub, LLC | [Privacy Policy](#) | [Terms Of Service](#) | [Accessibility Statement](#)



Privacy Notice for Google Accounts and Profiles Managed with Family Link, for Children under 13 (or applicable age in your country) (“Privacy Notice”)

For your child to have their own Google Account or profile, we may need your permission to collect, use or disclose your child’s information as described in this Privacy Notice and the Google Privacy Policy. When you allow your child to use our services, you and your child are trusting us with your information. We understand this is a big responsibility and work hard to protect your information and put you in control. You can choose whether your child can manage their activity controls for things like Web & App Activity and YouTube History.

This Privacy Notice for Google Accounts and Profiles Managed with Family Link, for Children under 13 (or applicable age in your country) and the Google Privacy Policy explain Google’s privacy practices. To the extent there are privacy practices specific to your child’s account or profile, such as with respect to limitations on personalized advertising, those differences are outlined in this Privacy Notice.

This Privacy Notice does not apply to the practices of any third party (non-Google) apps, actions or websites that your child may use. You should review the applicable terms and policies for third party apps, actions, and sites to determine their appropriateness for your child, including their data collection and use practices.

Information We Collect

Once you grant permission for your child to have a Google Account or profile, their account or profile will generally be treated like your own with respect to the information that we collect. For example, we collect:

Information you and your child create or provide to us.

As part of the account or profile creation process, we may ask for personal information like first and last name, email address, and birthdate. We collect the information you or your child provide, such as your online contact details, which are necessary for us to contact you to request consent. We also collect the information your child

Family Link

uses them, like when your child enters a query in Google Search, talks to the Google Assistant, or watches a video on YouTube Kids. This information includes:

- Your child's apps, browsers & devices

We collect information about the apps, browsers, and devices your child uses to access Google services, including unique identifiers, browser type and settings, device type and settings, operating system, mobile network information including carrier name and phone number, and application version number. We also collect information about the interaction of your child's apps, browsers, and devices with our services, including IP address, crash reports, system activity, and the date, time, and referrer URL of your child's request. For example, we collect this information when a Google service on your child's device contacts our servers, like when they install an app from the Play Store.

- Your child's activity

We collect information about your child's activity in our services, which we use to do things like recommend apps they might like on Google Play. You can choose whether your child can manage their activity controls. Your child's activity information that we collect may include things like search terms, videos they watch, voice and audio information when they use audio features, people with whom they communicate or share content, and Chrome browsing history they've synced with their Google Account. If your child uses our services to make and receive calls or send and receive messages, for example by using Google Hangouts or Duo, we may collect telephony log information. Your child can visit their Google Account to find and manage activity information that's saved in their account or profile and you can also help manage their activity information by signing in to your child's Google Account, or accessing their profile in Family Link.

- Your child's location information

We collect information about your child's location when they use our services. Your child's location can be determined by using GPS, IP address, sensor data from their device, and information about things near their device, such as Wi-Fi access points, cell towers, and Bluetooth-enabled devices. The types of location data we collect depends in part on your settings and your child's devices.

- Your child's voice & audio information

We may collect your child's voice and audio information. For example, if your child uses audio activation commands (e.g., "OK, Google" or touching the microphone icon), a recording of the following speech/audio, plus a few seconds before, may be stored to their account from any of your child's signed-in devices, when the Web & App Activity setting is enabled.

We use various technologies to collect and store your child's information, including cookies, pixel tags, local storage, such as browser web storage or application data caches, databases, and server logs. We do not require

Family Link

How We Use Information We Collect

Google's Privacy Policy explains in greater detail how we may use the data Google collects in association with your child's Google Account or profile. In general, we use your child's information: to provide, maintain, and improve our services; to develop new services; to customize our services for your child; to measure performance and understand how our services are used; to communicate directly with your child in relation to our services; and to help improve the safety and reliability of our services.

We use different technologies to process your child's information for these purposes. We use automated systems that analyze your child's content to provide them with things like customized search results or other features tailored to how they use our services. And we analyze your child's content to help us detect abuse such as spam, malware, and illegal content. We also use algorithms to recognize patterns in data. When we detect spam, malware, illegal content, and other forms of abuse on our systems in violation of our policies, we may disable their account or profile or take other appropriate action. In certain circumstances, we may also report the violation to appropriate authorities.

We may use your child's information to provide recommendations, personalized content, and customized search results. For example, depending on your child's settings, Google Play may use information like apps your child has installed to suggest new apps they might like.

In addition, we may combine the information we collect among our services and across your child's devices for the purposes described above. Depending on your child's account or profile settings, their activity on other sites and apps may be associated with their personal information in order to improve Google's services.

Google will not serve personalized ads to your child, which means ads will not be based on information from your child's account or profile. Instead, ads may be based on information like the content of the website or app your child is viewing, the current search query, or general location (such as city or state). When browsing the web or using non-Google apps, your child may encounter ads served by other (non-Google) ad providers, including ads personalized by third parties.

Information Your Child Can Share

Family Link

Information Google Shares

Information we collect may be shared outside of Google in limited circumstances. We do not share personal information with companies, organizations, and individuals outside of Google except in the following cases:

With consent

We will share personal information outside of Google with consent (as applicable).

With your family group

Your child's information, including their name, photo, email address, and Play purchases, may be shared with members of your family group on Google.

For external processing

We provide personal information to our affiliates or other trusted businesses or persons to process it for us, based on our instructions and in compliance with this Privacy Notice, the Google Privacy Policy, and any other appropriate confidentiality and security measures.

For legal reasons

We will share personal information with companies, organizations or individuals outside of Google if we have a good-faith belief that access, use, preservation or disclosure of the information is reasonably necessary to:

- meet any applicable law, regulation, legal process or enforceable governmental request;
- enforce applicable Terms of Service, including investigation of potential violations;
- detect, prevent, or otherwise address fraud, security or technical issues; or
- protect against harm to the rights, property or safety of Google, our users or the public as required or permitted by law.

We may also share non-personally identifiable information (such as trends about the general use of our services) publicly and with our partners — like publishers, advertisers, developers, or rights holders. For example, we share information publicly to show trends about the general use of our services. We also allow specific partners to collect information from browsers or devices for advertising and measurement purposes using their own cookies or similar technologies.

Family Link

If your child has a Google Account, you can access, update, remove, export, and restrict the processing of your child's information by signing into their Google Account. If you do not remember your child's password, you can reset it through the Family Link app or Family Link settings on the web. Once signed in, you can use the various controls described in the Google Privacy Policy, such as Google activity controls, to help manage your child's privacy settings and information.

If your child has a profile, you can access, update, remove, export, and restrict the processing of your child's information through the Family Link app or Family Link settings on the web.

Your child will have the ability to delete their past activity in "My Activity," and by default grant app permissions (including things like device location, microphone, or contacts) to third parties. You can also use Family Link to edit or modify your child's Google Account or profile information, review app activity and app permissions, and manage your child's ability to grant certain permissions to apps or third party services to access your child's information.

If at any time you wish to stop further collection or use of your child's information, you can delete your child's Google Account or profile by clicking "Delete account" or "Delete profile" on your child's Account or Profile Info page in the Family Link app or Family Link settings on the web. Your child's account or profile information will be permanently deleted within a reasonable period of time.

Contact Us

If you have any questions about your child's Google Account or profile, don't hesitate to contact us. We're here to help. You can find additional information about Family Link and your child's Google Account or profile in our help center. You can also send us feedback about Family Link or your child's Google Account or profile in the Family Link app by tapping Menu ≡ > Help & Feedback > Send feedback, or by contacting us by email or at the address below.

Google

1600 Amphitheatre Parkway

Mountain View, CA 94043 USA

Phone: +1 855 696 1131 (USA)

For other countries, visit g.co/FamilyLink/Contact

For our educational edition, please also see our [school / student privacy policy](#).

PRIVACY POLICY

Introduction

This privacy policy ("Policy") is designed to inform users of the Storyboard That service, including all associated websites (collectively, the "Service") about how Clever Prototypes, LLC ("Clever Prototypes," "we" or "us") gathers and uses personal information collected by us in connection with the Service. We will take reasonable steps to protect user privacy consistent with the guidelines set forth in this policy and with applicable U.S. laws. In this policy, "user" or "you" means any person using or otherwise benefiting from the Service or otherwise submitting personal information to Clever Prototypes via the Service. BY ACCESSING OR USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS PRIVACY POLICY. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SERVICE.

What Information Do We Collect?

Limited Personal Information:

We collect the following personal information in connection with the Service:

- (a) if you register as a Clever Prototypes user directly, we will collect the personal information you submit to us to build your user profile, including your name, email address, and zip code;
- (b) if you pay fees by credit card, we may collect the name, expiration date and credit card number for the relevant card;
- (c) if you communicate with us by email, we will collect your email address. All of this information is referred to in this Policy as "Personal Information".

Other Personal Identifiers:

Apart from the limited personal information described above, Clever Prototypes does not collect and does not wish to receive any personally identifying information. Without limitation, you shall not submit to Clever Prototypes any social security number, financial account number, credit or debit card number (other than the number of the card paying for the Service), driver's license number or government ID number.

When parents or guardians (or schools and/or teachers acting in an educational context) create accounts for students under 13 years of age, we may collect personally identifiable information – including first name, last name, and email address – regarding the students on whose behalf such accounts are created for the sole purpose of rendering the Service. Students under 13 years of age who use the Service under the supervision of a parent or guardian (or school and/or teacher acting in the educational context) are not prevented from uploading personally identifiable information as part of using the Service. We do not collect, maintain, use, or share student information except as needed to provide and improve the Service, or as authorized by the parent, guardian, or (in the case of a student 13 years of age or older) the student.

We will use commercially reasonable physical, technical, and administrative safeguards to protect all such personally identifiable information.

Hashing of Email Addresses

As part of using single sign-on technologies to access the Service and as part managing access for Users, we may create and store hashed information regarding a User's email address. A hashed email address consists of a unique alphanumeric value that is identical each time an email address is passed through a hashing algorithm, but not the email address itself. This permits us to identify Users with the same email address across multiple sign-on services without storing the email address.

User Data:

The Service allows all users to create storyboards using data provided by Clever Prototypes and, optionally, data provided by users. All data uploaded by users is referred to in this Policy as "User Data."

Web Tracking Information:

We, and our third party service providers, may use web tracking technologies such as cookies, web beacons, pixel tags and clear GIFs in order to operate the Service efficiently and to collect data related to usage of the Service. Such collected data ("Web Tracking Information") may include the address of the websites you visited before and after you visited the Service, the type of browser you are using, your Internet Protocol (IP) address, what pages in the Service you visit and what links you clicked on, and whether you opened email communications we send to you. In order to collect Web Tracking Information and to make your use of the Service more efficient, we may store cookies on your computer. We may also use web tracking technologies that are placed in web pages on the Service or in email communications to collect information about actions that users take when they interact with the Service or such email communications, and Clever Prototypes' Contractors (as defined herein) may also do so. We do not correlate Web Tracking Information to individual user Personal Information, except for internal operational, product development, and administrative purposes of the Service. Some Web Tracking Information may include data, such as IP address data, that is unique to you. You may be able to modify your browser settings to alter which web tracking technologies are permitted when you use the Service, but this may affect the performance of the Service.

What are the Legal Bases for Our Collection and Use of Personal Information?

We rely on the following legal grounds to process your Personal Information:

- **Performance of a contract** – We need to collect and use your Personal Information to perform our agreement with you to deliver the Service as described in this Privacy Policy.
- **Consent** – We may use or disclose some of your Personal Information as described in this Privacy Policy subject to your consent.
- **Legitimate interests** – We may use your Personal Information for our legitimate interests to improve our products and services and the Service. Consistent with our legitimate interests and any choices that we offer or consents that may be required under applicable laws, we may use technical information as described in this Privacy Policy.

How Do We Use the Information We Collect?

Personal Information:

Your Personal Information may be supplemented with additional information regarding your activities on the Service; to the extent that such information is linked specifically to you, we will treat that additional information as your Personal Information. We may use your email address to send you marketing materials about Clever Prototypes and its products and services. We may also use Personal Information for the internal operational, product development, and administrative purposes of the Service.

User Data:

We collect and stores User Data in order to provide the Service to you, and it may be used for the internal operational, product development, and administrative purposes of the Service. If you create storyboards that incorporate User Data with a Free Account, or if otherwise marked for publication, User Data will be accessible to the public via the Service and via third-party search engines.

Web Tracking Information:

We use Web Tracking Information to administer the Service and to understand how well our Service is working, to store your user preferences, and to develop statistical information on usage of the Service. This allows us to determine which features and content users like best to help us improve our Service, to personalize your user experience, and to measure overall effectiveness.

Aggregate Information:

We will also create statistical, aggregated data relating to our users and the Service for analytical purposes. Aggregated data is derived from Personal Information and User Data but in its aggregated form it does not duplicate or reveal any User Data or relate to or identify any individual. This data is used to understand our customer base and to develop, improve and market our services.

What Information Do We Disclose to Third Parties?

We do not sell Personal Information or User Data, nor do we use or disclose Personal Information or User Data for the building of personal profiles or for the targeting of advertisements to students. We collect, use, disclose, and retain the Personal Information of students only for the authorized purposes for which the Personal Information was collected.

Personal Information and User Data:

We will not disclose your Personal Information or User Data to any third parties except as follows:

- (i) to third party contractors engaged to provide services on our behalf ("Contractors"), such as performing marketing, analyzing data and usage of the Service, hosting and operating the Service or providing support and maintenance services for the Service, or providing customer service. We enter into agreements with all Contractors that require Contractors to use the Personal Information they receive only to perform services for us, and protect the security and privacy of Personal Information received from us.
- (ii) when we have your consent to share the information.
- For Student PII third parties must adhere to privacy and security as stringent or greater than ours

User Data is not disclosed to third parties, except to the extent it is included in storyboards created under Free Accounts, or otherwise shared by or made public by the user.

Email Communications:

If you register and provide your email address, we will send you administrative and promotional emails. If you wish to opt out of promotional emails, you may do so by following the "unsubscribe" instructions in the email, or by editing your account settings. All users receive administrative emails, and so you cannot opt out of them while you remain registered.

Web Tracking Information:

We disclose Web Tracking Information to Contractors, in order to analyze the performance of the Service and the behavior of users, and to operate and improve the Service.

Aggregate Information:

We may disclose aggregated data that does not contain Personal Information or User Data to any third parties, such as potential customers, business partners, and funding sources, in order to describe our business and operations.

Network Operators:

Use of the Service may involve use of the services of third party telecommunications carriers. Such carriers are not our contractors, and any information that a carrier collects in connection with your use of the Service is not "Personal Information" and is not subject to this Privacy Policy. We are not responsible for the acts or omissions of telecommunications carriers.

Legal Exception:

Notwithstanding the above, we may in any event use Personal Information and other information collected through the Service to the extent required by law or legal process, to resolve disputes, to enforce our agreements (including this Privacy Policy and the Terms of Service <https://www.storyboardthat.com/about/terms-of-use>) with you, or if in our reasonable discretion use is necessary to protect our legal rights or to protect third parties.

Additional Disclosures:

We reserve the right to disclose any information we collect in connection with the Service, including Personal Information, (a) to any successor to our business as a result of any merger, acquisition, asset sale or similar transaction; and (b) to any law enforcement, judicial authority, or governmental or regulatory authority, to the extent required by law or if in our reasonable discretion disclosure is necessary to enforce or protect our legal rights or to protect third parties.

In the event of a sale/merger all student PII would be subject to the same standards as this policy or given an option to opt out within 90 days of the change of company structure. During the transition window, the data will be subject to the standards defined in the policy when last accepted.

Privacy Settings/Opt Out

If you would like your name and email address permanently removed from our database, please contact us at Help@StoryboardThat.com. We will promptly delete your name and email address and you will no longer receive email from Clever Prototypes. Your removal from the mailing list or database will not remove User Data you have submitted to us or records of past use of the Service, nor delete information stored in our data backups and archives. User Data, including User Data submitted, data on past queries and data stored in backups and archives will be maintained and/or deleted in the ordinary course of Clever Prototypes' business. Clever Prototypes does not provide copies of User Data to its customers.

Your Choices About Your Information

You have the right to:

- request an accounting of all Personal Information that we possess that pertains to you in an electronically portable format (e.g., electronic copies of information attached to an email).
- request that we change any Personal Information that pertains to you.
- request that we delete any Personal Information that pertains to you.

To request an accounting of your Personal Information, a change to your Personal Information, or deletion of your Personal Information, contact Help@StoryboardThat.com.

If you are a resident of the European Union and have a complaint about our use or processing of your Personal Information, you have a right to lodge a complaint with a national Data Protection Authority. Each European Union member nation has established its own Data Protection Authority; you can find out about the Data Protection Authority in your country here: http://ec.europa.eu/justice/article-29/structure/data-protection-authorities/index_en.htm.

If you have consented to the collection, processing, and/or transfer of your Personal Information, you have the right fully or partially to withdraw your consent. To withdraw your consent, please contact Help@StoryboardThat.com. Once we have received notification that you withdraw your consent, we will no longer process your information for the purposes to which you consented unless there are compelling legitimate grounds for further processing or for the establishment, exercise, or defense of legal claims.

General

Security:

We use reasonable security precautions to protect the security and integrity of your Personal Information in accordance with this policy and applicable law. However, no Internet transmission is completely secure, and we cannot guarantee that security breaches will not occur. Without limitation of the foregoing, we are not responsible for the actions of hackers and other unauthorized third parties that breach our reasonable security procedures.

Links:

The Clever Prototypes Service may contain links to other websites as services, including payment services. Clever Prototypes is not responsible for the privacy practices or the content of those websites. Users should be aware of this when they leave our Service and review the privacy statements of each third party website. This Privacy Policy applies solely to information collected by the Service.

Amendments:

Clever Prototypes may modify or amend this policy from time to time. If we make any material changes, as determined by Clever Prototypes, in the way in which Personal Information is collected, used or transferred, we will notify you of these changes by modification of this Privacy Policy, which will be available for review by you at the Service. Notwithstanding any modifications we may make, any Personal Information collected by Clever Prototypes from you will be treated in accordance with the privacy policy in effect at the time information was collected, unless we obtain your consent otherwise.

Children:

Clever Prototypes does not knowingly collect or maintain personally identifiable information from persons under 13 years of age, and the Service may only be used by persons under 13 years of age under the supervision of a school, parent, guardian, or teacher. If you are under 13 years of age, you may not register for the Service on your own, and you may not provide any Personal Information. If Clever Prototypes learns that personally identifiable information of persons less than 13 years of age has been provided, then Clever Prototypes will take the appropriate steps to delete this information. To make such a request, please contact us at Help@StoryboardThat.com.

Geographic Location

We offer the service in several geographic regions. We define a geographic region as the location where a user is located.

Users Within the United States

For users within the United States, we process data in data centers located in the United States. We have adopted reasonable physical, technical, and organizational safeguards against accidental, unauthorized, or unlawful destruction, loss, alteration, disclosure, access, use, or processing of user data in our possession. We comply with state and federal laws governing the protection of personal information.

Users Within the European Union

For users within the European Union, we transfer data from the European Union to data centers located in the United States for processing. Such processing is performed in accordance with Regulation 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and free movement of such data, known as the General Data Protection Regulation ("GDPR"). This includes the imposition of required safeguards with respect to accidental, unauthorized or unlawful destruction, loss, alteration, disclosure, access, use or processing of data. Transfers of European Union user data to processors in the United States are made in accordance with the GDPR.

Users in Other Regions

For users not within the United States or the European Union, we transfer data from such regions to the United States for processing. For such users, we have adopted reasonable physical, technical, and organizational safeguards against accidental, unauthorized, or unlawful destruction, loss, alteration, disclosure, access, use, or processing of user data in our possession that substantially mirror protections available to users located within the United States.

Retention and Deletion

We will only retain your Personal Information for as long as necessary to fulfill the purposes for which it was collected and processed, including for the purposes of satisfying any legal, regulatory, accounting or reporting requirements. In the case of Personal Information of students, we will not knowingly retain Personal Information of students beyond the time period required to support the authorized educational purpose for which the information was collected, or as authorized by the parent, guardian, or student 13 years of age or older, or as required by applicable law.

In some circumstances, we may anonymize your Personal Information so that it can no longer be associated with you, at which point it will no longer be treated as Personal Information.

It is our policy to retain Personal Information for up to 6 years once such personal information is no longer necessary to deliver the Service and to delete such personal information thereafter. This means that, if you close your account with us, we will delete Personal Information associated with your account after no more than 6 years. Regarding other types of information we collect as described in this Privacy Policy, it is our policy to retain such personal information for 1 month and to delete such personal information thereafter.

About Us

We are based in the United States of America at:

75 2nd Avenue
Suite 140
Needham, MA 02094

Users in the United States and regions other than the European Union can contact us at the above address.

Our representative in the EU for GDPR purposes is Foley Hoag AARPI. You can contact our representative at 153 rue du Faubourg Saint-Honoré, 75008 Paris, France.

In the event of material changes to the privacy policy users will be emailed and presented the new terms upon logging in.

Effective Date of this policy: January 25, 2014

Last Updated: March 4th, 2021

Over 19 Million Storyboards Created

[CREATE MY FIRST STORYBOARD](#)



For Students

[My Classroom](#)

Help

[Help & FAQs](#)

[Storyboard Creator](#)

[How to Print](#)

For Teachers

[Start My Free Trial](#)

[District Packages](#)

[All Teacher Resources](#)

[All Worksheet Templates](#)

[All Poster Templates](#)

About

[About Us](#)

[Contact Us](#)

For Businesses

[Free Trial](#)

[Business Resources](#)

[Business Templates](#)

[Join my Team](#)

Policies

[Storyboard Copyright and Usage](#)

[Terms of Use](#)

[Privacy Policy](#)

[School / Student Privacy](#)

© 2021 - Clever Prototypes, LLC - All rights reserved.

Topics

[Overview \(/help/overview/\)](/help/overview/)

[Technical Requirements \(/help/technical-requirements/\)](/help/technical-requirements/)

[FAQ \(/help/faq/\)](/help/faq/)

[Student Help \(/help/students/\)](/help/students/)

[Troubleshooting \(/help/troubleshooting/\)](/help/troubleshooting/)

[Sharing Content \(/help/sharing-content-across-platforms/\)](/help/sharing-content-across-platforms/)

[Canvas \(/help/canvas/\)](/help/canvas/)

[Class Dojo \(/help/class-doj/\)](/help/class-doj/)

[Clever \(/help/clever/\)](/help/clever/)

[Google Classroom \(/help/google-classroom/\)](/help/google-classroom/)

[Microsoft Teams \(/help/microsoft-teams/\)](/help/microsoft-teams/)

[Nearpod \(/help/nearpod/\)](/help/nearpod/)

[Remind \(/help/remind/\)](/help/remind/)

[Schoology \(/help/Schoology/\)](/help/Schoology/)

[Seesaw \(/help/seesaw/\)](/help/seesaw/)

[Class Rostering and Assignments \(/help/class-rostering-assignments/\)](/help/class-rostering-assignments/)

[Teacher Tools \(/help/Tools-FAQ/\)](/help/Tools-FAQ/)

[Favorites \(/help/favorites-and-shareable-folders/\)](/help/favorites-and-shareable-folders/)

Student Privacy Notice

PBS LearningMedia does not collect, use, or disclose your students' personal information online unless the teacher, parent, or other legal guardian ("you") consents or as permitted by law. To learn more about the measures we have taken to help protect students online, please refer to the information below and read our Privacy Policy ([../.../.../help/privacy-policy/](/help/privacy-policy/)).

Once you create a student assignment, we may collect information from your students, such as information that the student may include in online submissions (including videos, photos, and audio files), usernames, secret questions and answers, search queries, IP addresses, device identifiers and other persistent identifiers, cookie information, and other standard server log information (collectively, "student data"). Please note that a student's Storyboard may be viewed by others if they receive the precise URL for the student's Storyboard page. By creating a student assignment at <http://www.pbslearningmedia.org> (the "Site"), you consent to this collection, as well as our use and disclosure of your students' information consistent with this Student Privacy Notice and the Privacy Policy. You certify that you or your school has obtained any parental consents that are required for us to collect, use, and disclose the students' personal information.

By creating a student assignment, you also designate PBS and the WGBH Educational Foundation as "school officials" under your "direct control" and with "legitimate educational interests" in any "personally identifiable information" contained in "education records," as those terms have been interpreted under the Family Educational Rights and Privacy Act ("FERPA") and its implementing regulations.

Consistent with applicable law, you or the student remain the owner and controller of, and are solely responsible for, any and all student data you provide in connection with your use of the Site. PBS LearningMedia will collect, use, and disclose information protected by FERPA and applicable law only for the purpose of performing institutional services or functions for which the school or district would otherwise use its own employees consistent with this Student Privacy Notice. To the extent that PBS LearningMedia discloses student data to authorized third party service providers, as described in the Privacy Policy, such third party service providers shall only collect and use student data for authorized school purposes as directed or authorized by the school. PBS LearningMedia will not sell student data or use student data for targeted advertising purposes.

PBS LearningMedia has adopted commercially reasonable technical, administrative, and physical procedures to help protect student data from loss, misuse, and alteration. We also require authorized third party service providers to employ reasonable and comprehensive security protocols. In the event of unauthorized disclosure of student data, PBS LearningMedia will notify affected individuals in accordance with applicable law.

Schools, teachers, parents, or other legal guardians may terminate the service or request access to, review of, and deletion or destruction of student data in accordance with applicable law by contacting us at LearningMediaContact@pbs.org (<mailto:LearningMediaContact@pbs.org>). Upon notification of your termination, PBS LearningMedia will use commercially reasonable efforts to return, delete, or destroy all personally identifiable student data it maintains in connection with your use of the Site and notify you once such return, deletion, or destruction is complete.



WeVideo Privacy Policy

Summary of changes:

On January 1, 2020, WeVideo became compliant with CCPA Compliance for California residents. This was easy as WeVideo never sells your data. Recent changes include an update of our data processor to Mixpanel and double encryption of your personal information. We've also updated our tracking language to clarify when the Product usage section of your Privacy Settings is unchecked your feature usage is not associated with any personal information. Students and EU residents don't be worried, you are opted-out by default; however, we encourage you to opt-in so we can provide better customer support and more relevant communications.

Privacy Policy

Data privacy is important to WeVideo. We believe you should always know how information about you is collected, used, and disclosed by WeVideo when you use our services, or otherwise interact with us.

We respect the privacy rights of our users and recognize the importance of protecting information collected about you. If you use WeVideo as part of an entity or organization that has an agreement with WeVideo (like your employer or an educational institution), the terms of that organization's contract for the WeVideo service may restrict our collection or use of your information more than what is described in this Privacy Policy notice.

WeVideo provides tools to control your personal data, including the ability to consent or withdraw consent for its collection and use.

This Privacy Policy applies to WeVideo sites, apps, communications, and services ("Services").

This Privacy Policy applies to your use of our Services. We may revise this Privacy Policy from time to time, and will post the most current version on our website. If a revision meaningfully reduces your rights, we will notify you.

WeVideo's data protection officer is Krishna Menon, reachable at data.protection.officer@wevideo.com

Contact information for WeVideo:

WeVideo, Inc.
1975 W El Camino Real
Suite 202
Mountain View, CA 94040
Tel: (650) 800-3400

THINGS YOU CREATE OR PROVIDE TO US

When you create a WeVideo Account, you provide us with personal information that includes your name and, when not using single sign-on, an email address and a password. For example, if you use Google single sign-on, you authorize WeVideo to create an account that is identified with your Google credentials and, in this case, you do not need to create a new password since you will authenticate yourself using your Google credentials.

Even if you aren't signed in to a WeVideo Account, you might choose to provide us with information — like an email address to receive updates about our services.

When you upload content such as videos, photos, and audio for use within the services, we collect that content within your account so that you may access it.

We also collect comments you make on videos, be they your own or those that others have shared with you.

We use payment processors such as Stripe and PayPal to process your online payments. The payment data required to process the financial transaction resides on the servers of the payment processors, and is not on our servers.

INFORMATION WE COLLECT AS YOU USE OUR SERVICES

Your browsers and devices

We collect information about browsers and devices you use to access WeVideo services, which helps us troubleshoot and make improvements to our services.

The information we collect includes the following:

- your device's Internet Protocol ("IP") address
- type of mobile device you use
- operating system of your device
- browser type
- non-precise geographic location (e.g. country, city, zip code)
- technical information about your device, system and App software, and peripherals
- date and time stamps associated with transactions
- system configuration information

We collect this information when a service on your device contacts our servers — for example, when you install a WeVideo app on your mobile device or when you connect to our services through your browser.

Your privacy and cookies

When you visit a website, it may store or retrieve information on your browser, mostly in the form of cookies. This information might be about you, your preferences or your device and is mostly used to make the site work as you expect it to. The information does not usually directly identify you, but it can give you a more personalized web experience. Some types of cookies are required for WeVideo to provide a functional site or services, other types of cookies are designed to enhance our site or services. You can choose to accept or refuse the cookies that are not strictly necessary. You may review details of our Cookie Policy to understand the benefits of accepting optional cookies.

Your activity

We collect information about your activity when using our services. We process this information to provide you with service, to maintain a reliable quality of service, and to provide you with improved services.

Activity that we collect may include:

- Purchase activity
- Terms you search for
- Features that you use
- Published videos you watch
- People with whom you communicate or share content when using services
- Information that you provide to us to connect external services of your choosing with our services
- What third party sites you publish to (such as Google Drive, Facebook, Twitter)
- Responses to surveys
- We do not sell any information that we collect about you or your activity.

We do not share personally identifiable activity information with trusted third parties unless you provide your consent or provide such information when interacting with a third party form.

When we track anonymously, we use methods so that any tracking is not identified with you and is aggregated and processed in an anonymous manner.

Your location information

We collect information about your location when you use our services, which helps us offer features that may be localized by knowing the originating country of an IP address. This location information also helps us prevent harm and fraud, comply with law, serve the public interest, and keep WeVideo safe and welcoming for everyone.

We use various technologies to collect and store information, including cookies, pixel tags, local storage, such as browser web storage or application data caches, databases, and server logs.

WE USE DATA TO BUILD BETTER SERVICES

Communicate with you

We use information we collect, like your email address, to interact with you directly. For example, we may send you notifications about product updates, including new features, video tutorials, newsletters, special offers, and periodic tips to help you get the most out of the services. And if you contact WeVideo, we'll keep a record of your request in order to help solve any issues you might be facing.

Provide, maintain, and improve our services

We use your information to deliver our services, like processing the terms you search for in order to return content that you can use in your creations, or by suggesting related content to help you improve your creative process.

We also use your information to ensure our services are working as intended, such as tracking outages or troubleshooting issues that you report to us. And we use your information to make improvements to our services — for example, understanding which features are most commonly used so that we can improve the manner in which you are able to access and use those features for a better user experience.

When you have issues or problems using our services, and you ask us to help troubleshoot those issues you report, we will analyze crash reports and usage characteristics of your account to help provide you with the best support.

Develop new services

We use the information we collect in our existing services to help us define and develop new services.

Personalize the user experience

We use the information we collect in our existing services to personalize and customize the user experience for you. For example, if we collect the type of content that you search for in our library of content, and you mark content as Favorite, we might return search results that are similar to content that you have previously marked as Favorite.

Measure performance

We use data for analytics and measurement to understand how our services are used. For example, we analyze data about the features that you use to optimize product design. We use a variety of tools to do this, including Google Analytics.

Third party partners

When you visit our website, if you consent, we will collect information about your interests on our website and share limited, non-personally identifiable data with trusted partners such as Facebook. This sharing will help us personalize any WeVideo ads we may present on other services (for example, Facebook). You manage your consent through the cookie bar on our website, as explained in our Cookie Policy.

If you choose to send your exported video to YouTube, you are agreeing to be bound by the YouTube Terms of Service, and Privacy Policy when connecting your WeVideo account to your YouTube channel. You may review and revoke access to your channel via Google's security settings page.

YOUR PRIVACY CONTROLS

You have the final say about managing your privacy across our services. At any time, you can login to your account and use the controls provided in "Account settings" to limit the information we collect about you or how we use it. You can also choose to deactivate your WeVideo account. If you have any questions, please feel free to contact us.

Managing your personal information

You control the personal data you share with us. You can access or rectify this data at any time. You can also deactivate your account. We provide you with tools to restrict or withdraw consent where applicable for the use of data that you have provided to WeVideo. At your request we make the data you shared through our services portable and provide easy ways for you to contact us.

Accessing or rectifying your personal data

If you have registered an account on WeVideo, we provide you with tools and account settings to access, correct, delete, or modify the personal data you provided to us and that is associated with your account.

See this help document for detailed instructions.

You can download certain account information, including videos and photos that you have uploaded and own, by following the instructions in "Account settings."

Alternatively, you or a legal guardian may email your personal data request via the following form:
<https://www.wevideo.com/privacy-request>

For how long do we store your data?

If you have initiated the process with us to sign up for service within the European Union, but have not completed the sign up process, we retain your personal data on our servers for up to 24 hours. In non-EU locations, in this situation, we will retain data for up to 60 days.

Once you complete the sign up process and we create an account to provide you with service, we will store your data for as long as you are entitled to receive service from us.

If the service that you are receiving from us is free of charge (for example, a free plan or a trial) and the service has expired or you have been inactive on the service for four months, we will deem the free service to be abandoned by you, and will cancel the service and delete data you have uploaded or created (some examples are your uploaded content, finished videos, projects). Some personally identifiable data—for example, usage tracking—persists unless you request deletion by invoking your right to be forgotten.

Deletion

If you follow the instructions in "Account settings," your account will be deactivated and then deleted. When deactivated, your WeVideo account, including your display name, username, and public profile, will no longer be viewable on WeVideo.com, WeVideo for iOS, and WeVideo for Android.

When you delete any type of account to discontinue service, data is deleted after a short grace period following account deletion. If you choose to exercise your right to be forgotten when deleting your account or terminating service, your Data is immediately deleted.

Object, Restrict, or Withdraw Consent

When you are logged into your WeVideo account, you can manage your privacy settings and other account features in "Account settings" at any time.

Portability

WeVideo provides you a means to download the information you have shared through our services by following the steps in "Account settings."

EDUCATION SERVICES

WeVideo is committed to protecting the privacy of students.

WeVideo has COPPA- and FERPA-compliant services ("School plans") that are offered to educational institutions such as schools. These educational services support many users belonging to the same School plan, with each user having their own login account.

When you belong to a School plan, your educational institution ("school") collects your personal data based on their own policies. For example, if you are a teacher or student in your school's plan, your school controls your data and WeVideo processes your data in accordance with privacy policies managed by your school.

Account owner data

When your school purchases a WeVideo School plan, a special account—the Account Owner—is created. Every School plan has an account owner. Account owner data that we collect is used to create, bill, and maintain the School plan service ("Owner data").

For example, if you sign up on our site as the Account owner for your School plan, your data is collected and processed in accordance with WeVideo's privacy policy.

Data for non-owners

Users in a School plan are subject to the privacy policy of their school. Some School plan users—those who are not students—may have the additional ability to control some privacy settings within the WeVideo service.

For example, if you are a teacher and you opt-out from all WeVideo privacy settings, then WeVideo is a processor of your Service data based on privacy policies established by your school. If on the other hand, you consent to some types of WeVideo data collection, then WeVideo's privacy policy will apply in those circumstances. For example, if you consent to receive WeVideo marketing communications to learn about our services and how to use them in your classroom, we will process that marketing data according to this privacy policy.

Students and student data privacy

If you are a student in a School plan, your student service data is processed in a way that is COPPA- and FERPA-compliant and you are always opted-out of WeVideo privacy settings. Your "Account settings" page will instruct you to contact your school for information about your school's privacy policy.

ENTERPRISE SERVICES

WeVideo has Enterprise services that are offered to businesses through direct sales channels. These Enterprise services support many users belonging to the same Enterprise instance, with each user having their own login account.

When you belong to an Enterprise service plan, the company that owns your plan ("company") collects your personal data based on their own policies. For example, your company controls your data and WeVideo processes your data in accordance with privacy policies managed by your company.

Account owner data

When your company purchases a WeVideo Enterprise service plan, a special account—the Account Owner—is created. Every Enterprise plan has an account owner. Account owner data that we collect is used to create, bill, and maintain the Enterprise plan service ("Owner data").

For example, if you sign up as the Account owner for your Enterprise plan, your data is collected and processed in accordance with WeVideo's privacy policy.

Data for non-owners

Users in an Enterprise plan are subject to the privacy policy of their company. Some Enterprise plans provide users with the additional ability to control some privacy settings within the WeVideo service.

For example, if you have privacy settings available in the "Account settings" section, and you opt-out from all WeVideo privacy settings, then WeVideo is a processor of your Service data based on privacy policies established by your company. If on the other hand, you consent to some types of WeVideo data collection, then WeVideo's privacy policy will apply in those circumstances. For example, if you

OUR POLICY TOWARD CHILDREN

WeVideo is committed to protecting the privacy of students and offers services that are fully compliant with the FERPA and COPPA rules and guidelines. In compliance with the Children's Online Privacy Protection Act (COPPA) of 1998, the services are not intended for use if you are under 13 years of age unless one of the following is true: (1) you are using a WeVideo education plan ("WeVideo for Schools"). In that case, the policy above under the section EDUCATION SERVICES applies. For more details on COPPA, and how an application or website can be used in an educational context see COPPA and Schools. Or contact education@wevideo.com (2) you have the consent of your parent or legal guardian or (3) when available use the application as a Guest User. As a Guest User, the application can be used without providing any personal data. Guest User mode is only available in some of the applications and is designed to allow usage of the application without providing any personal data. If you are not over 13 years of age and are not using the application as a Guest User, you will need to have the consent of your parent or guardian.

We may use any of the following methods to verify that you have your parents' consent:

- At registration, we will require that you provide your first name and a parent's valid email address. We will send your parent a notification email stating that you have requested to create an account on our website and describing the information you provided at registration and contact information for your parent to respond and request that we stop sending you any emails, cancel your account, and/or delete, modify or edit your information. We will also use your parent's email address to let your parent know about any changes to our Privacy Policy. Your parents may at any time review, change and/or delete any information that we have collected about you by emailing support@wevideo.com.
- If your account is being created by a teacher, your teacher must first obtain your parent's consent. If your teacher creates a student account for you without your parent first signing a consent form, please inform your parent immediately so that they can instruct us to remove your information from our files.

COMPLIANCE WITH PRIVACY SHIELD

WeVideo complies with the EU-U.S. Privacy Shield Framework and Swiss-U.S. Privacy Shield Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information transferred from the European Union and Switzerland to the United States. WeVideo has certified to the Department of Commerce that it adheres to the Privacy Shield Principles. If there is any conflict between the terms in this privacy policy and the Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Privacy Shield program, and to view our certification, please visit <https://www.privacyshield.gov/>. In any such cases of onward transfer to third parties of data of EU individuals received pursuant to the EU-US Privacy Shield, WeVideo understands that it may be potentially liable.

In compliance with the Privacy Shield Principles, WeVideo commits to resolve complaints about our collection or use of your personal information. EU and Swiss individuals with inquiries or complaints regarding our Privacy Shield policy should first contact WeVideo at support@wevideo.com. WeVideo has further committed to cooperate with the panel established by the EU data protection authorities (DPAs) and the Swiss Federal Data Protection and Information Commissioner (FDPIC) with regard to unresolved Privacy Shield complaints concerning data transferred from the EU and Switzerland. Please note that if your complaint is not resolved through these channels, under limited circumstances, a binding arbitration option may be available before a Privacy Shield Panel. WeVideo is subject to the investigatory and enforcement powers of the Federal Trade Commission (FTC). WeVideo is required to disclose personal information in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.



[Why GMM?](#) [Videos](#) [Resources](#)[FREE TRIAL](#)[About](#)[TEACHER LOGIN](#)[FREE TRIAL](#)

GMM Privacy Policy

Get More Math takes the privacy of our users with as much seriousness as we do the education of our students.

This policy was last updated on March 30th, 2021.

The following paragraph is intended as a “read easy” overview of the information we collect from our “users.” Our users are teachers and students.

In the Get More Math platform we have the following types of **users**:

- Teachers
- Students

For **Teachers**, we collect the following information:

- First and Last Name
- Password
- Educational role
- Email Address
- Telephone Number
- School Name
- School District
- How you heard about us

- State
- City
- Country

For **Students (including children under the age of 13)**, we collect the following information:

- First and Last Name (pseudonyms can be used)
- Username/ID
- Password
- Classroom Code (for students to join a teacher's online classroom)
- UniqueID (optional for school use only)

Get More Math is committed to protecting student data by complying with the Family Educational Rights and Privacy Act (FERPA), and the Children's Online Privacy Protection Act (COPPA). We are committed to reviewing and complying with applicable state and local laws, statutes, and regulations as they are passed.

Get More Math has taken the Student Privacy Pledge, and we are proud members of the Student Data Privacy Consortium. We value your trust and are committed to using student data for the sole purpose of providing quality education services to the student.

This Privacy Policy (this "Policy") describes the collection of Personal Information by Get More Math (the "Company", "we", or "us") from visitors of our Web site at <https://www.getmoremath.com> (the "Website"), users at our customer login pages, as well as all related applications, widgets, software, tools, and other services provided by us and on which a link to this Policy is displayed (collectively, together with the Website, our "Services"). This Policy also describes our use and disclosure of such information. By using our Services, users consent to the collection, use, and disclosure of Personal Information in accordance with this Policy. This Policy is incorporated by reference into our Terms and Conditions and subject to the provisions of the Terms and Conditions. For information regarding our practices with respect to information knowingly collected from children under the age of 13, please read the section Notice to Schools and Parents of Children Under 13 Years of Age.

Personal Information

Personal information, as used in this Policy, is information that specifically identifies an individual, such as an individual's name, address, telephone number, or email address, or as that term may otherwise be defined by applicable law. Please refer to the list above as to what information is collected from teachers and students. Personal information also includes information about an

individual's activities, such as information about his or her activity on our Services (such as the individual's performance, scores, and lesson progress).

Collection of Information

Collection of Voluntarily Provided Information

We collect Personal Information that our users provide to us in a variety of ways on our Services. These include the following:

Email Newsletters (Teachers). We may offer email newsletters from time to time on our informational website <https://www.getmoremath.com>. Newsletters are intended for educators or parents. If an educator or parent signs up to receive a newsletter from us, we collect their email address. We do not offer newsletters to users on our teacher or student login pages.

User Accounts and Profiles (Teachers and Students). Our Services give teachers the ability to register for a service account and to create and update a teacher profile. We collect the Personal Information the teacher provides to us in the course of registering for an account or creating or updating a teacher profile, which includes first and last name, educational role, email address, password, telephone number, school name, school district. Teachers can also create student accounts, in which case we collect from the teacher the student's first and last name, username/ID (which is automatically generated), system-generated password, UniqueID (optional for school use only).

Alternately, the teacher can help the student create their own account by providing them a classroom code and URL, in which case we collect from the student, the student's first and last name, username/ID, student-selected password, and classroom code. Students cannot create an account without a teacher providing them a classroom code.

Interactive Features (Teachers). Our Services contain interactive functionality that allows teachers to upload or post user content such as curriculum, work, or

practice sets (the “User Materials”). We collect any Personal Information that may be provided in the course of using interactive features.

Correspondence (Anyone). If contacted by email, using a contact form on the Services, or by postal mail, fax, or other means, we collect the Personal Information contained within, and associated with, the correspondence.

Contests and Sweepstakes (Educators). We may conduct or sponsor special contests, sweepstakes, and other promotions that educators may enter or otherwise participate in. If an educator participates in any such sweepstakes or other promotion, we will collect Personal Information provided to us in connection with entry.

Automatic Information Collection

When using our services, some information is collected automatically. The information that is automatically collected varies based on the website or page being accessed and the type of user.

On our **Student App** <https://gmm.getmoremath.com/student.html> we collect information solely for the purposes of providing and improving our services to the student. When students access our Services we automatically collect their browser’s Internet Protocol (IP) address, browser type, the nature of the device from which the user is visiting the Services (e.g., a personal computer or a mobile device), the actions they take on our Services, and the content, features, and activities they accessed and participated in on our Services. We may collect this information using technologies such as standard server logs, and cookies. We collect minimal analytics on the student login website, such as whether a student is currently logged in. We do not advertise to students at any time.

On our **Teacher App** <https://teacher.gmm.getmoremath.com> we collect information solely for the purposes of providing and improving our services to teachers. When teachers access our services, we automatically collect their browser’s Internet Protocol (IP) address, browser type, the nature of the device from which the user is visiting the Services (e.g., a personal computer or a mobile device), the actions they take on our Services, and the content, features, and activities they accessed and participated in on our Services. We may collect this information using tools such as FullStory and Google-Analytics, and technologies such as standard server logs, and cookies. We use this information to administer, operate, and improve the Website and Services.

On our **Informational Website** <https://getmoremath.com> we collect information for marketing purposes. We assume if you are visiting our site, you are interested in our product and how it can help you. We may track how you came to our informational website, such as if you clicked on an ad or banner we ran, we may use tracking technologies such as cookies, web beacons and other marketing

tools such as customer relationship managers, email, banners, ads and analytics to advertise our service to you. We also may collect information regarding a teacher or potential customer's interaction with email messages, such as whether they opened, clicked on, or forwarded a message. We use this information to administer, operate, and improve the Website and Services, and to develop relationships with potential customers. We do not knowingly advertise to students at any time.

Information from Other Sources

We may receive information about users, including Personal Information, from other sources such as from a school's third-party service providers and may combine this information with other Personal Information we maintain about the user, in addition, teachers may be given the option to export their students' school information from their Get More Math account to their school's third-party service providers, including learning management systems, student information systems, or a digital gradebook. To facilitate such a transfer, we may collect some information about the teacher and the students from such school's service provider to transfer the appropriate data to it.

Use of Personal Information

We use Personal Information collected from students to:

- Provide the Services to the student, including allowing students to complete assigned work and play available games (if applicable – the teacher may enable this functionality), to keep track of student progress and performance (including earned points and game credits, if the game functionality is enabled)
- Create and maintain the student's account
- Prevent fraudulent use of our Services

We do not use student Personal Information collected during the use of our

Services for any purpose other than those set forth above, which are intended for educational purpose of becoming more efficient at mathematics. Please note that we do not contact students directly for any purposes. We do not advertise to teachers or students while logged into our services. We do not knowingly advertise to students at any time. We do not sell Student Data under any circumstances.

We use Personal Information from teachers to:

- Provide the Services
- Create and maintain the teacher's account
- Respond to correspondence sent to us
- Enhance, improve, operate, and maintain our Services
- Prevent fraudulent use of our Services
- Send informational in-app system transactional messages
- Send informational in-app system notifications about new features, outages, and maintenance
- Send email newsletters, which may include marketing information regarding products and services we think may be of interest to them
- Send survey invitations
- To administer sweepstakes or contests

Disclosure of Personal Information

We may disclose Personal Information to third parties as follows:

Service Providers

We may disclose Personal Information to third-party service providers (e.g. data storage and processing facilities) to assist us in providing and improving our Services. We only share information with service providers needed to operate and deliver our service. We ensure that our service providers have security and privacy practices and principals that are equal or higher than the principles of the Student Data Privacy Pledge.

School's Service Providers

We may disclose Personal Information to a school's third-party service providers at the school's request. Such service providers may include learning management

system providers, student information system providers, and digital gradebook providers.

Business Transfers

Information about our users, including Personal Information, may be disclosed and otherwise transferred to an acquirer, or successor or assignee as part of any merger, acquisition, debt financing, sale of company assets, or similar transaction, as well as in the event of an insolvency, bankruptcy, or receivership in which Personal Information is transferred to one or more third parties as one of our business assets. In such an event, Get More Math will make efforts to provide notice to schools before disclosing or transferring student data. We will not transfer student data unless the recipient has committed to the principles in the Student Privacy Pledge or has equally strong privacy practices in place, or we will provide schools notice and allow them to opt-out of the transferring of the student data and accounts.

To Protect our Interests

We also disclose Personal Information if we believe that doing so is legally required or is in our interest to protect our property or other legal rights (including, but not limited to, enforcement of our agreements), or the rights or property of others, or otherwise to help protect the safety or security of our Services and other users of the Services.

Choice

As noted above, we may send promotional communications to teachers and educators. Teachers and educators who receive commercial email from us may unsubscribe at any time by following the instructions contained within the email, by sending your request to us by email at unsubscribe@getmoremath.com, or by writing to us at the address given at the end of this Policy.

Please be aware that if a teacher or educator opts-out of receiving commercial email from us, it may take up to ten business days for us to process the opt-out request, and they may receive commercial email from us during that period. Additionally, if a teacher opts-out from receiving commercial email from us, and is still an active user, the teacher will continue to receive administrative messages from us regarding our Services.

Access

If you wish to access or amend Personal Information we hold about your teacher account, you may contact us at privacy@getmoremath.com. If a school requests

that we delete teacher accounts on any of our Services (via email, or otherwise), we will do so within a reasonable period of time, but we may need to retain some Personal Information in order to satisfy our legal obligations or where we reasonably believe that we have a legitimate reason to do so. For information about requests related to student accounts, please see the COPPA Information section below.

COPPA Information

The primary goal of the Children's Online Privacy Protection Act ("COPPA") is to place parents in control over what personal information is collected from their young children online. It is important to note that children, including children under the age of 13, cannot register to use our Services on their own, they are registered by or with a teacher as described above.

Notice to Schools and Parents of Children Under 13 Years of Age

We recognize the need to provide further privacy protections to personal information we collect from children under 13 years of age using our Services. When we intend to collect personal information from children, we take additional steps to protect children's privacy. This notice provides information for schools and parents of children under 13 years of age about our practices with respect to such information that we collect from children who are registered to use our Services. We do not knowingly collect, use, or disclose personal information from children under 13 years of age without a school's authorization. In this section of the Privacy Policy, we use the term "personal information" as such term is defined COPPA and the Federal Trade Commission's rules implementing COPPA.

Parents' Rights under COPPA

Parents and guardians of children under 13 years of age may request that we provide a description of the types of personal information collected from children, direct us to delete the personal information that we have collected from a child, and refuse to permit our further collection or use of the personal information

collected from the child. To do so, please contact the student's teacher or school. You may also contact us at privacy@getmoremath.com and we will help contact the appropriate teacher or school. If you do not have access to email, or if you otherwise prefer to use postal mail to communicate with us, please contact us by writing us at the following address: Get More Math, 905 Mono Way, Sonora, CA 95370. Please also be aware that if you refuse to permit our further use or collection of information from your child or have directed us to delete your child's personal information, we may not be able to provide the Services to your child and may close his/her account. Additionally, we will direct you to your child's teacher or school to verify your identity before permitting access to review your child's personal information or before fulfilling a request as described in this section.

Operator of this Web Site or Online Service / Contact Information

The operator collecting or maintaining personal information from children through this Website or online service is Get More Math ("Company," "we," or "us"). Our address is 905 Mono Way, Sonora, CA 95370. Our contact email address is privacy@getmoremath.com, and our telephone number is (209) 288-5500.

Information Collected by Us from Children

We collect the following information from students, including children under 13 years of age during our registration process:

- First and Last Name
- Username/ID
- Password
- Classroom Code (for students to join a teacher's online classroom)
- UniqueID (optional for school use only)

We also may collect the following additional information from students, including children under 13 in the context of using our Services:

- Information about the child's activities on our Services, including the child's participation in our online adaptive math learning program, the lessons he or she participates in, the answers he or she provides, and his or her performance on those lessons, tests, and curricula.
- We also may collect and use persistent identifiers, such as IP addresses,

mobile device identifiers, or identifiers associated with a cookie, and may associate other information that we collect (e.g., information about content viewed on the Services) with a particular persistent identifier. We also may associate these persistent identifiers, and any other information associated with them, with a particular user account. We use this information to

support our internal operations (or to make the system work). For example, we may use cookies to keep a user logged into the Services.

- We collect other information about children's use of our Services, such as browser type, the nature of devices from which the child is visiting the Services (e.g., a personal computer or a mobile device), the actions children take on our Services, and the content, features, and activities that children access and participate in on our Services. We collect this information for troubleshooting and to enhance, improve, operate, and maintain our Services provided. We collect this information passively using technologies such as standard server logs.

Information Uses

We use the information we collect from students, including children under 13 years of age, for the following purposes:

- Provide the Services to the student, including allowing students to complete assigned work and play available games (if applicable – the teacher may enable this functionality), keeping track of student progress and performance (including earned points and game credits, if the game functionality is enabled)
- Create and maintain the student's account
- Prevent fraudulent use of our Services

We do not use student Personal Information collected during the use of our Services for any purpose other than those set forth above, which are intended for educational purpose of becoming more efficient at mathematics. Please note that we do not contact students directly for any purposes. We do not advertise to teachers or students while logged into our services. We do not knowingly advertise to students at any time. We do not sell Student Data under any circumstances.

Information Disclosures

We disclose the information we collect from students, including children under 13 years of age, in the following circumstances:

- Teachers will have access to their students' personal information as indicated to us in connection with the registration process. Additionally, we may make students' personal information available to their parents. This must be requested through the school so proper parental rights can be verified.
- We may disclose personal information about teachers and students to a school's third-party service providers at the school's request. Such service providers may include learning management system providers, student information system providers, and digital gradebook providers.
- Personal information of children under 13 years of age may be disclosed and otherwise transferred to an acquirer, successor, or assignee as part of any merger, acquisition, debt financing, sale of company assets, or similar transaction, as well as in the event of an insolvency, bankruptcy, or receivership in which personal information is transferred to one or more third parties as one of our business assets. In such an event, get More Math will make efforts to provide notice to schools before disclosing or transferring student data. We will not transfer student data unless the recipient has committed to the principles in the Student Privacy Pledge or has equally strong privacy practices in place, or we will provide schools notice and allow them to opt-out of the transferring of the student data and accounts.
- We may disclose personal information of children under 13 to third parties if we believe that doing so is legally required or is in our interest to protect our property or other legal rights (including, but not limited to, enforcement of our agreements), or the rights or property of others, or otherwise to help protect the safety or security of our Services and other users of the Services.

Retention of Information

Except as is otherwise stated in this Privacy Policy, Get More Math retains Personal Information as reasonably necessary to provide the Services. After accounts are closed, we may retain that user's Personal Information if we believe that retention is reasonably necessary to comply with our legal obligations, meet regulatory requirements, meet contractual requirements with the school, resolve disputes between users, prevent fraud and abuse, enforce this Privacy Policy and our Terms and Conditions, or to otherwise provide the Services, including but not

limited to any support-related reporting and trend analysis.

Student accounts and student data are the property of the school that created them. We will delete student data when requested by the school, in accordance with any agreement we have with a school, after a certain period of inactivity, or

when the data is determined to be no longer necessary. For more information about our data retention policy please contact us at privacy@getmoremath.com.

Regional notices and information

California Residents – California Consumer Privacy Act

The CCPA bill is intended to further Californian's right to privacy by ensuring the following rights.

- The right of Californians to know what personal information is being collected about them.
- The right of Californians to know whether their personal information is sold or disclosed and to whom.
- The right of Californians to say no to the sale of personal information.
- The right of Californians to access their personal information.
- The right of Californians to equal service and price, even if they exercise their privacy rights.

Get More Math collects the minimal amount of data needed to provide our service to our consumers, as detailed in this privacy policy. **Get More Math does not sell personal information.**

Teachers, educators, or schools wishing to exercise their rights under the CCPA bill may contact us at privacy@getmoremath.com. For parents or students wishing to exercise their rights under the CCPA bill, we encourage you to communicate directly with your student's teacher or school administrator so that they can verify parental rights. If you are having trouble reaching them, or still require help exercising your rights under the CCPA bill, you may contact us at privacy@getmoremath.com and we will help coordinate with the school. You may also call us at 209-288-5500.

European Union Residents – General Data Protection

European Union Residents — General Data Protection

Regulation

GDPR

We are not currently operating in or marketing to customers in the EU, but we are working towards full compliance with GDPR principles

- Residents' rights under the EU GDPR
- The right to withdraw consent
- The right of access
- The right to erasure
- The right to rectification
- The right to data portability
- The right to object
- Notification of data breaches
- The right to lodge a complaint with a supervisory authority

If you have signed up for Get More Math, you can request to receive an exported file of the personal data we hold about you. You can also request that we rectify or erase any personal data we hold about you. Teachers, educators, or schools wishing to exercise their rights may contact us at privacy@getmoremath.com. For parents or students wishing to exercise their rights, we encourage you to communicate directly with your student's teacher or school administrator so that they can verify parental rights. If you are having trouble reaching them, or still require help exercising your rights, you may contact us at privacy@getmoremath.com and we will help coordinate with the school. You may also call us at 209-288-5500.

International Visitors

Our servers and data centers are located in the United States. If you choose to use the Services from outside the U.S., you should know that you are transferring your Personal Information outside of your region and into the U.S. for storage and processing. By providing your Personal Information to us through your use of the Service, you agree to that transfer, storage, and processing in the U.S.

Security

We use security measures that are designed to protect Personal Information from accidental loss, disclosure, misuse, and destruction. These include administrative, physical and technical safeguards such as information security policies and procedures, employee privacy and security awareness training, using cloud data centers that are ISO and NIST certified. We restrict access to student personal information to our employees and contractors who have a direct “need to know” in order to operate and improve our services. We review our security policies, practices and procedures regularly and have security team focused on the continual improvement of these processes.

Updates to this Policy

We may occasionally update this Policy. When we do, we will also revise the “last updated” date at the beginning of the Policy. Continued use of our Services after such changes will be subject to the then-current Policy. Your continued use of our Services following the effective date of the changes constitutes your acceptance of the revised policy. We encourage users to periodically review this Policy to stay informed about how we collect, use, and disclose Personal Information. We will not make material changes to our privacy policy that would result in Student Data being used in a manner inconsistent with the terms initially disclosed when the data was collected, without first giving notice to the schools and providing a choice before the Student Data is used in a materially different manner than was originally disclosed.

Contacting Us

If you have any questions or comments about this Policy, please contact us using the following contact information: Get More Math, 905 Mono Way, Sonora, CA 95370 or privacy@getmoremath.com. 209-288-5500



DISCOVER

Privacy Policy

TEMPLATES (/VIDEOS/TEMPLATES)

SOLUTIONS

PRICING (/PREMIUM/)

About Us

Powtoon Ltd. is a company incorporated and operating in the United Kingdom. We also have Powtoon affiliates in Israel, the United States, and the United States. This privacy policy governs the collection and use of your personal information by the Powtoon Group.

If you have a question regarding our Privacy Policy, please contact us at privacy@powtoon.com (mailto:support@powtoon.com?subject=Privacy%20Policy) or send a written letter to: Powtoon Ltd., 28 Church Road, Stanmore HA7 4XR, United Kingdom.

What Information Do We Collect from You?

We collect different types of personal information, depending on the way you use our website:

1. You can access our website anonymously without logging in or purchasing a subscription, in which case we will not ask you to provide us with any personal information.
2. When you sign up for a free subscription and become a member of our website, we will ask you to provide us with certain personal information in order to create your account and enable you to use our website. This information will include, for example, your name, email address, job description, and the reason you chose to use our website.
3. When you decide to purchase a subscription, we will require your payment and billing details in order to process your purchase. This is in addition to the personal information we normally require as part of the sign-up process.

We also collect some inferred data which is generated when you log in to our website (either as a free or paid subscriber). This includes, for example, your IP address, the type of device you use to log in to our website, your browser type, and operating system.

If you subscribed to our services via a social media account (for example, through your Facebook account), we may also receive some personal information from the social media provider, depending on the terms and conditions you agreed to with the provider. Please refer to the specific provider's privacy policy in order to better understand what type of personal information the provider shares with us.

Special rules apply for student accounts. Please refer to details in the section "Privacy of Children" below.

For How Long Do We Keep this Information?

This website uses cookies to ensure you get the best experience on our website. [Learn more \(/privacy-policy/#aboutcookies\)](#)

Got it



We keep your personal information for as long as you continue to be a subscribed user on our website, and until you indicate that you no longer wish to continue to use our website.

[DISCOVER](#)
[TEMPLATES \(/VIDEO-TEMPLATES/\)](#)
[SOLUTIONS](#)
[PRICING \(/PREMIUM/\)](#)

What Do We Use Your Information For?

The information we collect will only be used in the following ways:

[LOGIN \(/ACCOUNT/LOGIN/\)](#)
[SIGN UP](#)

1. To process transactions: The main reason we ask for the above-mentioned personal information is in order to process the transaction conducted with you; i.e. to provide you with the purchased product or the service that you requested from us.
2. To improve our website: We continuously strive to improve the Powtoon website features based on the information and feedback we receive from you, including relevant solution pages, showcase pages, etc.
3. To send you information and updates if, upon registration with us, you explicitly approved our sending periodic emails to the email address you provided us with. These emails will contain information and updates pertaining to your subscription, and related to the services we provide you with.

Even if you consented to receiving our periodic emails, you can at any time opt out of receiving these emails by either:

Or

1. Clicking the "Unsubscribe and Manage your communication & personalization settings" link which appears at the bottom of every email to edit your settings.
2. In your account: access the Communication Settings Center and opt out of receiving any such periodic emails from us.

Personalization

We also use the personal information you provide us with - when signing up and when using our website - for the purpose of personalization. We collect your personal information and analyze it in order to better understand your preferences and needs. For example: based on your job description, we can match use cases and tutorials relevant to your field, and also refrain from sending you materials we think will not interest you.

You do not have to agree to the use of your personal information for personalization and at any time you can opt out of such personalization via your account settings.

How Do We Protect Your Information?

We implement a variety of security measures to maintain the safety of your personal information when you enter or submit any personal details to Powtoon.

This website uses cookies to ensure you get the best experience on our website. [Learn more \(/privacy-policy/#aboutcookies\)](#)

Got it

Edia Learning, Inc.

Privacy Policy

Revised: January 29, 2021

Edia Learning, Inc. (“Edia,” “we,” “us,” or “our”) is committed to protecting the privacy of our users and supporters (“you” or “your”). We respect the confidential nature of information we collect about you while using our educational technology platform, which includes but is not limited to our websites, mobile applications, and any associated social media sites or pages (collectively, the “Site”) and various tools, content, features, products, services, and other materials available in connection with the Site (our “Services”).

This privacy policy describes:

1. The types of information we collect about you and why we collect it.
2. How we use, share, and maintain your information.
3. Your rights to access and delete your information.

This privacy policy is not intended to create any contractual or other legal right in or on behalf of any individual or entity, and it does not apply to any website, product, or service that is not owned or operated by us.

We may change this privacy policy at any time and for any reason. We will alert you of any changes by revising the date on this policy. IF YOU DO NOT AGREE WITH THE TERMS OF THIS PRIVACY POLICY, DO NOT ACCESS THE SITE OR USE OUR SERVICES.

Information We Collect

We collect and maintain the minimal amount of personally identifiable information ("PII") necessary to provide an excellent experience for our users. We do not sell, trade or rent this information. The types of information we collect are listed below:

Name and email address. To create an account, teachers and students must provide their names and email addresses. Names are used to associate students with their work (e.g. "Ben scored 87% on this assignment"), and email addresses are used for unique login, password recovery, and support requests. This information also allows us to comply with FERPA requests.

Name and Contact Information for Parent or Guardian. In compliance with state and federal law and local school district agreements and to promote our Services, we may collect names and email addresses of the parents and/or legal guardians of students who use the Site and our Services.

Assignment Data. Edia allows teachers to create assignments that students can complete. To this end, we store information about the configurations of assignments that teachers create (i.e. the name, format, options, lessons, due date, and duration) and student progress on these assignments (i.e. the answers that are submitted and the problems that are attempted, as well as associated timestamps).

Automatically Collected Data. We automatically collect certain technical usage information ("Usage Data") when you use the Site or our Services. Usage Data includes the information that your web browser or mobile application automatically sends to our servers whenever you visit the Site, and may include your web request, IP address, operating system, browser type, access date and time, the

address of a referring website, platform type, click history, pages viewed and the order of those pages, the amount of time spent on particular pages, and whether you opened an email. In addition, we may use third party analytics to collect Usage Data regarding the online usage patterns of our users so we can continually improve our Services.

How We Use and Share Your Information

We do not sell, trade, or rent PII to any third party for any purpose. We do not permit advertising of any form on the Site. We use the information we collect about you to provide you with the best experience. More specifically, this information is used to:

- Provide and improve our Services, for example by developing new products and features.
- Respond to your requests for information or customer support.
- Customize our Services for you and improve your experience with the Site and our Services.
- Send you information about new features and products we believe you may be interested in.
- Communicate and engage with parents and legal guardians.

We do not share PII with any third parties except in the limited circumstances described in this privacy policy:

Colleagues in Your District. If you are a teacher, to help you collaborate through the Site and our Services, we may share your name and actions with colleagues in your district. We will NOT share the names and actions of your students.

Service Providers. Targeted advertising is not permitted on the Site. We work with vendors, service providers, and other partners to help us provide our Services by performing tasks

on our behalf. We may need to share or provide information to them to help them perform these business functions, for example sending emails on our behalf, database management services, database hosting, and security. We will only provide the information they need to deliver our Services, and such third parties are prohibited from using PII for other purposes.

Legal Compliance. Your information may be shared to the fullest extent permitted by law if we believe the release of your information is reasonably necessary to respond to legal process, a subpoena, or as similar request for information, a court order, or other legal obligation; cooperate with a request from law enforcement or other governmental agency in connection with efforts to investigate, prevent, or take other action regarding illegal activity, suspected fraud, or other wrongdoing; protect and defend our rights, property, or safety, or the rights, property, or safety of our customers or other users of the Site or our Services; or detect, investigate, and help prevent data security threats or other malicious activity.

Web Analytics. We use analytics services to help us understand and improve how our Service is being used. These services collect information about how you interact with the Site or our Services over time.

Sale or Merger. If we reorganize or otherwise transfer part or the whole of the Site, our Services, or our assets to another organization (such as in the course of a merger, dissolution, liquidation), your information may be shared with the successor entity.

Right to Access Your Information

You may request access to your information by submitting a written request by email to support@edia.app for the following:

- The categories of your information that we collected.
- The categories of sources from which your information is collected.
- The specific pieces of your information that we collected.
- The business purpose for collecting your information.
- The categories of your information that we disclosed for business purposes.
- The categories of third parties with whom we shared your information.

Upon receipt of a verifiable request from you, we will promptly take steps to deliver the requested information to you in a user-friendly readable and transferable format. Your request must include enough details to allow us to properly understand, evaluate, and reply. If we are unable to verify your identity, we will not release your information or comply with your request.

Right to be Forgotten (deleting your account)

You may request that we delete any (or all) of your information that we collected. Upon receipt of a verifiable request from you, we will take steps to delete your information from our records and direct any service providers to delete your information from their records or notify you that your request for deletion cannot be honored. We may deny your deletion request if we believe that retaining your information is necessary to complete the transaction, fulfill our obligations, or keep a record of the transaction for which we collected your information; comply with legal obligations or any applicable law or regulation; detect security threats, protect against fraud, or other illegal activity; or otherwise use your information in a lawful manner for internal purposes only in a way that is compatible with the business context in which you provided the information.

How We Store and Protect Your Information

Storage and Processing. Any information collected on the Site or through our Services is stored and processed in the United States. If you use our Services outside of the United States, you consent to have your data transferred to the United States.

Keeping Information Safe. We maintain strict administrative, technical and physical procedures to protect information stored in our servers, which are located in the United States. We use highly rated hosting providers (AWS) with onsite 24-hour security and teams of experts dedicated to monitoring network security. Access to information is limited through user/password credentials by the administrator of the Site only. When you enter any information anywhere on the Site, we encrypt the transmission of that information using secure socket layer technology (SSL/TLS) by default. We ensure passwords are stored and transferred securely using encryption, salted hashing and key stretching to prevent brute force password cracking.

Although we make concerted good faith efforts to maintain the security of personal information, and we work hard to ensure the integrity and security of our systems, no practices are 100% immune, and we can't guarantee the security of information. Outages, attacks, human error, system failure, unauthorized use or other factors may compromise the security of user information at any time. If we learn of a security breach, we will attempt to notify you electronically (subject to any applicable laws) so that you can take appropriate protective steps; for example, we may post a notice on our homepage (www.edia.app) or elsewhere on the Site, and may send an email to you at the email address you have provided to us.

Information About Children

We are committed to providing a safe, secure, and educational experience for all users of the Site and our Services. We will never knowingly request information from or directly market to children under the age of 13 without prior verifiable consent from such child's parent or legal guardian ("Parental Consent"). If you are under the age of 13, you are not allowed to use our Services or create an account without Parental Consent. If you are at least 13 years old but not yet 18 years of age, we encourage you to obtain permission from your parent or guardian to access the Site and use our Services.

IF YOU ARE UNDER THE AGE OF 13, DO NOT SUBMIT ANY PERSONALLY IDENTIFIABLE INFORMATION THROUGH THE SITE.

With Parental Consent, we may collect information from children under the age of 13 such as name, email address, and other account information. With proper identification, parents and legal guardians may revoke Parental Consent or review, correct, and request deletion of their child's information stored in our databases by contacting us by email at support@edia.app. When Parental Consent is revoked, we will stop collecting, using, processing, or disclosing information from that child. We encourage parents and legal guardians to monitor their child's online activity and to help enforce our privacy practices.

If you are under 18 years of age and reside in California, you have the right to request removal of unwanted information that you publicly post on the Site. To request removal of such information, please contact us at by email support@edia.app and include a statement that you reside in California. While we will make sure the information is not publicly displayed on the Site, the information may not be completely or comprehensively removed from our databases.

Contact Us

iCivics Inc. ("iCivics") is firmly committed to respecting the privacy rights of all visitors to our website at www.icivics.org (<http://www.icivics.org/%22%20%5Co%20%22www.icivics.org>) or any successor website (the "Website"). The following privacy policy (the "Privacy Policy") applies when you make a donation to iCivics, either online or otherwise, when you visit the Website, when you use our software, or otherwise share your personal information with iCivics (collectively, our "Services"). Please read this Privacy Policy carefully as we wish to help you better understand the information we gather, how we handle it, how we disclose it, and your options regarding our use of, and your ability to correct, this information. This Privacy Policy may be modified from time to time in order to address new issues and reflect changes on our Website. All changes will be posted here. Additionally, if the changes are material, we will provide notice through this Website or by other means and obtain consent before implementing such changes. By accessing, using or visiting the Website, you agree to be bound by all the terms and conditions of this Privacy Policy as posted at the time of your access, use or visit. If you do not agree with this Privacy Policy, please stop using this Website. We can provide hard copies of this Privacy Policy upon request.

what personal information we collect

Our Services allow visitors and members to learn about and interact with iCivics. iCivics collects personal information about you such as your name and email address only if you voluntarily submit it to us (collectively, "personal information"). We automatically collect other information relating to your visit to our Website, such as your IP address, the server into which your computer is logged on, your browser type, operating system, browser language, and service provider (collectively, "automatically collected information"). We may store and use information that you provide or that we automatically collect to keep you updated about our work, analyze usage of the Website, and improve our content, layout, and services.

If you receive communications from us, it is because we believe you may be interested in the events and activities of the iCivics. If you prefer not to receive promotional e-mail messages or other communications from us, please reply to the e-mail message with "remove" in the subject line or write to us asking to have your email address removed from our mailing list and we will do so.

how we collect your personal information

iCivics obtains information from you either by you typing in your personal details or by the automatic collection of information through Google Analytics as you use our Services. We collect and store information that you provide or that we automatically collect and use it for the purposes for which you submitted it. In addition, we may use such information to keep you updated about our work, analyze usage, and improve our Service's content, layout, and services. We may also use automatically collected information to improve our marketing and promotional efforts.

disclosure of your information to third parties

iCivics will never sell your information to third parties. We reserve the right to employ companies to assist us with such functions as hosting our donor information database, sending postal mail and e-mail, modeling our data, organizing fundraiser events, processing online and mail donations and credit card payments and to perform various administrative tasks. These companies may have access to personally identifying information about you, but only to the extent needed to perform their functions. iCivics requires that these companies keep such information confidential, to use it only for the purpose authorized by you, and to delete this information after performing these services. In case iCivics or one of our affiliates is acquired, we may transfer personal information to the successor, provided that the successor is subject to these same privacy commitments for previously collected personal information. Please be advised that we may disclose personally identifying information about you to the government or to third parties pursuant to law enforcement inquiries, court orders, subpoenas and similar

requests, or when we otherwise believe in good faith that such disclosure is necessary or appropriate in connection with any activity that violates the law or may expose us to liability.

disclosure of your identity on our website

If you become a member of iCivics, you will have a secure public name that will be displayed to other users. If you join an iCivics "class" by entering a leader code, you will be asked to enter your first name and last initial, which will be displayed to the owner of that leader code. Please only enter a leader code that has been given to you by an educator whom you know. Users may not post information pertaining to their identity or other personal items on our site.

accessing, editing, and deleting your personal information

If you provide iCivics with personal information, you may access and edit this information at any time by visiting the "Edit Account" link at the top right corner of the Website. If you would like to request deletion of your account, please email us at feedback@iCivics.org (mailto:feedback@iCivics.org). iCivics may delete the accounts of users who have not signed into the Website for 12 months.

security

The personally identifying information that you provide is stored in a secure location, including on password controlled servers which are accessible only by designated employees who are trained in the proper handling of such personally identifying information. iCivics regularly assesses and adjusts the safeguards it uses to protect your information. You should be aware, however, that "perfect security" does not exist; third parties may unlawfully intercept or access transmissions or private communications and iCivics makes no representation, warranty or guarantee that our Services are protected from viruses, security threats or other vulnerabilities or that your information will always be secure. You hereby acknowledge that we are not responsible for any intercepted information sent via the Internet, and you hereby release us from any and all claims arising out of or related to the use of intercepted information in any unauthorized manner. If we

become aware of any security breach which we know has resulted in unauthorized access of your personally identifying information, then we will endeavor to inform you of that breach as soon as it is practicable for us to do so; however, this notification may be delayed while law enforcement conducts any investigation.

cookies

Cookies are small text files that a website transfers to a website visitor's hard disk or browser for added functionality, or for tracking website usage. We use cookies in a limited capacity (e.g., cookies "expire" at the end of your user session). Our cookies do not capture or store any personally identifying information about you, or any data about your past usage of our Website. We use information captured by cookies only for de-identified statistical analysis, and to tailor our communications with the public.

NOTE TO PARENTS AND CHILDREN

iCivics welcomes children to learn more about our organization and about the educational issues presented on our Website, and we are particularly respectful of the privacy of our young users. We encourage parents to monitor their children's use of the Internet and to help us protect their privacy by instructing them never to provide personal information on this Website or any of our Services without permission. We will never attempt to extract unnecessary information from our users, regardless of age. Consistent with the Children's Online Privacy Protection Act of 1998 ("COPPA"), we will never knowingly request personally identifying information from anyone under the age of 13 without prior verifiable parental consent. If a child under the age of 13 wishes to sign up for a user account on our Website, he or she must first obtain parental approval and provide a parent's email address for confirmation. As soon as we receive email confirmation from the parent's email address approving the child's user account, we will activate the account. The consenting parent or guardian may monitor the collected information, revoke permission to use previously collected personal information, or delete his or her child's account by contacting us at feedback@icivics.org (%22mailto:feedback@icivi). If we become aware that a child under 13 has provided

us with such information without consent, we will use our best efforts to remove such information from our files. If a parent or guardian becomes aware that a child under 13 has provided such information to us, he or she should contact us at feedback@icivics.org (<mailto:feedback@icivics.org>) so that we may deactivate the user account and remove all personally identifying information from our Website and servers.

privacy policy changes

We may change this Privacy Policy from time to time, so it is advisable to review it frequently. Changes to this Privacy Policy will be announced on our Website, and all non-material amended terms shall automatically be effective immediately. If the changes are material, we will provide notice through email, this Website, or other means and obtain consent before implementing such changes.

contact information

If you have questions about our handling of personal information, you may write to us at feedback@icivics.org (<mailto:feedback@icivics.org>) or at the address below.

mailing address

iCivics, Inc. is a 501(c)(3) tax-exempt nonprofit located at 1035 Cambridge Street, Suite 21B, Cambridge, MA 02141.

This privacy policy is effective as of May 16, 2010.

governing law

You agree that your use of this Privacy Policy and any disputes relating thereto shall be governed in all respects by the laws of the State of New York. Any dispute relating to this Privacy Policy shall be resolved solely in the state or federal courts located in Manhattan, New York. This Privacy Policy was last updated on July 27, 2015.



Epic at Home Privacy Policy

LAST UPDATED: 4/23/2020

Welcome to Epic. We're glad you want to use the leading streaming service for children's books and other content. We value the privacy of all of our users and we know you care about your privacy and the privacy of your children, so we created this Privacy Policy. It explains the information we collect from users and how and when we disclose or use it. By accessing or using the Epic website, services, software, applications, and/or content made available by Epic Creations, Inc., "Epic" ("the Epic Service", "we", and "us"), you are consenting to collection and use of your information as outlined in this Privacy Policy. When you use the Epic Service, you also agree to our **Terms of Service**.

Please note that our Epic Educator Privacy Policy www.getepic.com/privacy-educators applies to our collection and use of data collected from schools, teachers, parents, and students through our Educator resource.

1. INFORMATION WE COLLECT

In providing our Services, we and our service providers may collect the following information from you:

- Information submitted by you when you register, such as your year of birth, email address, password, your child's age and a name for your child's profile
- Information when you purchase a subscription to the Epic Service such as your payment information, mailing address, and telephone number.
- Information that you provide in public forums or otherwise voluntarily submit through our product features.

We and our service providers may also collect information from you as you use our Services, including:

- Through your browser or device: Certain information is collected by most browsers or automatically through your device, such as your Media Access Control (MAC) address, computer type (Windows or Macintosh), screen resolution, operating system name and version, device manufacturer and model, language, Internet browser type and version and the name and version of the Services you are using. We use this information to help ensure that the Services function properly.
- Using cookies: Cookies are pieces of information stored directly on the computer that you are using. Cookies allow us to collect information such as browser type, time spent on the Services, pages visited, language preferences, and other traffic data. We and our service providers use the information for security purposes, to facilitate navigation, to display information more effectively, to personalize your experience while using the Services, and to recognize your computer in order to assist your use of the Services. We also gather statistical information about use of the Services in order to continually improve their design and functionality, understand how they are used and assist us with resolving questions regarding them. We may also use cookies or other technologies to track responses to our online advertisements on other sites or services. If you do not want information collected through the use of cookies, there is a simple procedure in most browsers that allows you to automatically decline cookies or be given the choice of declining or accepting the transfer to your computer of a particular cookie (or cookies) from a particular site. You may also wish to refer to <http://www.allaboutcookies.org/manage-cookies/index.html> . If, however, you do not accept cookies, you may experience some inconvenience in your use of the Services. For example, we may not be able to recognize your computer, and you may need to log in every time you visit.
- Using pixel tags and other similar technologies: Pixel tags (also known as web beacons and clear GIFs) may be used in connection with some Services to, among other things, track the actions of users of the Services (including email recipients), measure the success of our marketing campaigns and compiled statistics about usage of the Services and response rates.

- IP Address: Your IP address is a number that is automatically assigned to the computer that you are using by your Internet Service Provider. An IP address may be identified and logged automatically in our server log files whenever a user accesses the Services, along with the time of the visit and the pages that were visited. Collecting IP addresses is standard practices and is done automatically by many websites, applications and other services. We use IP addresses for purposes such as calculating usage levels, diagnosing server problems, and administering the Services. We may also derive your approximate location from your IP address.
- By aggregating information: Aggregated information does not identify you or any other user of the Services (for example, we may aggregate information to calculate the percentage of our users who have a particular telephone area code).

2. HOW WE USE INFORMATION

We use these types of information in the following ways: 1) To provide you with the Epic Service and any features or services you might request (e.g., monthly subscription); 2) To send you updates about the Epic Service (including any updates on product features or policies); 3) To communicate with you about purchases or your account; 4) To provide you with personally relevant Content or product features; 5) To send you feedback on your child's reading progress; 6) To investigate and prevent activities that may violate our policies or be illegal; and/or 7) For gathering anonymous aggregate information from all our users to improve the products and services offered through the Epic Service.

3. HOW WE SHARE INFORMATION

Your information may be disclosed:

- If you have created an account with the Epic Service, we may publicly associate your profile (or your child's profile), including the profile name and avatar, with a User Submission (as defined in our Terms of Service) created by such profile. Please keep this in mind when you or your children create User Submissions.
- To our affiliates for the purposes described in this Privacy Policy.
- To our service providers who provide services such as website hosting, data analysis, payment processing, order fulfillment, information technology and related

infrastructure provision, customer service, email delivery, auditing, and other services.

- To a third party in the event of any reorganization, merger, sale, joint venture, assignment, transfer or other disposition of all or any portion of our business, assets or stock (including in bankruptcy or similar proceedings).
- As we believe to be necessary or appropriate: (a) under applicable law, including laws outside your country of residence; (b) to comply with legal process; (c) to respond to requests from public and government authorities, including public and government authorities outside your country of residence; (d) to enforce our terms and conditions; (e) to protect our operations or those of any of our affiliates; (f) to protect our rights, privacy, safety or property, and/or that of our affiliates, you or others; and (g) to allow us to pursue available remedies or limit the damages that we may sustain.

We may use and disclose information that does not identify or otherwise directly relate to an individual for any purpose, except where we are required to do otherwise under applicable law . For example, we may share aggregated information publicly to demonstrate growth trends related to the usage of the Epic Service in certain areas.

4. TRANSPARENCY AND CONTROLS

We understand and respect your privacy concerns at Epic. Accordingly, we provide you with the ability to make certain choices related to our collection, use, and sharing of your information. These choices may include:

- You may edit or delete information in your user account
- You may make choices regarding subscriptions, updates, and product alerts
- You may tell us if you want to receive offers and promotions from us and/or third parties
- You may request access to the personal information that we have collected on your account and ask us to change or delete it

5. CHILDREN'S PRIVACY

We do not collect personal information from children under the age of 13. Any child under the age of 13 using the Epic Service must do so with permission from a parent. All full names, email addresses, and credit card billing information must be from a parent or guardian. We encourage parents to take an active role in their children's activities and interests on their devices. When registering your child with the Epic Service, we may ask a series of general questions including your child's age, interests and gender. This information is used to customize content to your child's age and interests. We do not use or disclose this information for any other purposes except to provide you with quality service. Any data that is shared is done so on an anonymous, aggregate basis among all users or is related to communicating reading behavior patterns to publishers.

6. THIRD PARTY SERVICES

This Privacy Policy does not address, and we are not responsible for, the privacy, information or other practices of any third parties, including any third party operating any site or service to which the Services link. The inclusion of a link on the Services does not imply endorsement of the linked site or service by us or by our affiliates. Although the Epic service is a safe place for kids, a child may leave the Epic service using the iOS or Android device Home button. Should your child leave the Epic service for another application or browser, this Privacy Policy no longer applies. We have no control over how other applications or sites collect, distribute or otherwise use your personal information or how they safeguard and secure your personal information.

7. SECURITY

In circumstances where your personal information is collected, we use reasonable procedural and digital security measures that are designed to help protect against loss, unauthorized access, disclosure, alteration or destruction of information and data, such as password protection and secure socket layer. Unfortunately, no data transmission or storage system can be guaranteed to be 100% secure. If you have reason to believe the security of your account has been compromised, please immediately notify us in accordance with the "Contact Us" section below

8. CHANGES TO THIS PRIVACY POLICY

We reserve the right to change or modify our Privacy Policy from time to time by posting a revised Privacy Policy on our site. The "last updated" legend at the top of this page indicates when this Policy was last revised. As an ongoing user of the Epic service, you will be subject to the terms of the then-current Privacy Policy. We ask that you refer to the Privacy Policy on a continuing basis so that you understand our current privacy practices.

9. CONTACT US

If you would like to opt out of marketing communications from Epic you can do so by emailing: unsubscribe@getepic.com or by following the unsubscribe link in each such communication. If you would like to contact us with questions or feedback, please [contact us here](#).

Epic is owned and operated by Epic Creations, Inc., 702 Marshall Street, Suite 280, Redwood City, CA 94063.

EPIC



FOR EDUCATORS



ABOUT



CONTACT US



DOWNLOAD EPIC!





Privacy Policy

UPDATED JANUARY 2018

At Zearn, we are committed to protecting your privacy. This Privacy Policy explains the types of information we collect on our website, located at www.zearn.org, through our Zearn Math and related programs (collectively, “Zearn”). It further explains how we will use, disclose, and protect your information. By visiting Zearn, you agree to the terms of this Privacy Policy. If you do not agree to the terms of this Privacy Policy, please do not use Zearn.

Zearn is hosted in the United States. Zearn.org rests on a cloud-based web server hosted by

our third
Enterp



This website, about.zearn.org, uses cookies and similar technologies to analyze traffic to the site, and enable us to use social media features. For more information on how we use cookies on this site, including how to change your preferences, please see this [cookie policy](#).

Accept

We may use information collected from Children during the registration process and in account configuration in the following manner:

- To create and maintain the Child's account;
- To determine the Child's current age and post it next to any reviews or comments posted by the Child. We do not post the username of any Child who is under 13 or any personal information in or alongside their reviews or comments.

Using the Site. We also automatically collect "persistent identifiers" about devices from visitors. We do not collect this analytics information for logged in Children.

Use of anonymous information. If the information collected from a Child does not identify or allow contact with him or her or his or her device (including, for example, aggregated information), we may use and disclose it for any purpose, to the extent permitted by applicable law.

No advertisements! We do not display advertising based on information collected from Children.

No newsletters! Our email newsletters are for adults only – they are not designed for, or targeted at, Children. Children should not attempt to sign up for our email newsletters. **We encourage parents to discuss with their Children the importance of not signing up to receive our email newsletters.**

Reviews and Other Site Activities. A Child may choose to write and post reviews on the Sites, such as reviews of movies, games, websites, TV, books, apps and music. Children also may participate in other activities, such as posting comments on our articles. We moderate all postings by Children who are under 13 to remove personal information, and **we encourage parents to discuss with their Children why they should NEVER include personal information in reviews or comments posted to the Site.** Children may also participate in other online activities, such as polls. As discussed in our [Privacy Policy](#), all members, including Children, have the ability to delete their postings to the Sites. Members can delete their postings by logging into their accounts, viewing the review or comment, and clicking the "delete" button. Or, a member can send an email requesting deletion to compliance@commonsense.org, noting username, date of the review or comment, and title of media type reviewed. (Parents may also delete Children's postings or other information, as described in [Section E](#).) It is possible that deleted reviews or comments will remain in our system (such as in backups of our data), but they will not be visible through the Sites. Please note that your request or deletion does not ensure complete or comprehensive removal of the content or information, as, for example, some of your content may have been reposted by another user.

Persistent Identifiers. When visitors interact with the Sites, certain technical information may automatically be collected, to make our Sites more interesting and useful, to track analytics, to keep them free of spam, and for various internal purposes related to our business. Examples of information that is automatically collected include: the type of computer operating system, the device's IP address or mobile device identifier, the web browser, the frequency with which the user visits various parts of our Sites, and information regarding the online or mobile service provider — **however, we do not collect any of this information from or about logged-in Children.** Our [Cookie Policy](#) provides a list of third party service providers who may collect persistent identifiers or use cookies, including describing Necessary Cookies which are enabled for logged-in kids and needed for the site to function.

Analytics and Personalization Cookies are turned off for logged-in children. Please note non-Necessary cookies are also disabled by default for users in the EEA+.

This information is collected using technologies such as cookies, flash cookies, web beacons, and other unique identifiers (which we describe in more detail in our [Cookie Policy](#)). This information may be collected by us or by a third party. Persistent identifier information is used by Common Sense Media for the sole purpose of providing support for our internal operations, including in order to:

- Ensure that the Sites function properly;
- Enable us to conduct research and analysis to understand, address and improve the use and performance of the Sites; and
- Diagnose and respond to problems.

B. What Information Submitted By Children Is Viewable On the Site?

We strictly limit the personal information that is publicly viewable about a member who is known by us to be a Child. When a Child posts a review or comment on the Sites, only the Child's age is posted, along with the content of the Child's posting. Usernames of Children who are under 13 are not posted with this submitted content on our Sites. Although the Child may create a Profile for his or her account (which includes only a username, password, birth month and year, and parent's email address), no portion of the Child's Profile other than the Child's age is publicly viewable.

C. What Information About Children Is Shared?

We do not disclose to third parties any Children's personal information that we collect other than as follows, consistent with applicable law: (a) with a parent's permission, (b) as required by any applicable law, (c) to third-party service providers who help us operate or manage the Sites, (d) as part of aggregated data shared with third-party service providers, our Board of Directors, funders and other partners, as described in the [Privacy Policy](#), (e) to comply with legal process, (f) to respond to governmental requests, (g) to enforce our Terms of Service, (h) to protect our operations, (i) for assistance in fraud detection and prevention; (j) to protect the rights, privacy, safety or property of Common Sense Media, your Child or others, (k) to permit us to pursue available remedies or limit the damages that we may sustain, and (l) in connection with a disposition of all or a substantial portion of our business, assets or stock, such as a sale, merger, consolidation, reorganization, joint venture, assignment, or bankruptcy or similar proceedings.

D. How do we get parental consent when we are required to do so?

If parental consent is required in respect of our use of a Child's personal information, when setting up an account, the Child must provide their parent's email address. We use that email address to contact the Child's parent to ask for their consent as required – we also explain to the parent:

- what personal information we collect about their Child;
- how we use it and why; and
- how the parent can revoke their consent and/or ask that we delete their Child's account and personal information.

If at this stage, the parent gives us their consent, we will carry out the activity for which that consent was required. If not, we won't.

E. How May Parents Access, Change or Delete Information About Their Children?

Deleting your Children's information and their account.

If you are a parent, and we need your consent to certain processing of your Children's personal information, if you:

- wish us to cease further collection of personal information from your Children;
- believe your Children are participating in an activity on the Site that uses their personal information without the parental consent required by law;
- wish us to make no further use of, or delete, the personal information we have collected online from your Children; and/or
- no longer wish for your Children to participate as members of the Site,

we will delete your Child's Profile, and any parental contact information we may hold, on request.

Parents of EEA+ Children can exercise these rights through our [Privacy Requests Portal](#).

Parents of non-EEA+ Children can exercise these rights by contacting us at compliance@commonsense.org.

Accessing or changing your Children's account and any personal information we have collected online.

Parents may at any time:

- access or make changes to their Children's account; or
- make changes to the personal information that we have collected online from their children,

by clicking on their Child's "My Account" link, by contacting us at compliance@commonsense.org, or by writing to us at the address provided below.

For your Child's protection, we may need to verify your identity before implementing any request described in this Section E. We will try to comply with your request as soon as reasonably practicable.

F. How May Parents Raise Other Questions or Concerns?

If a parent has any questions or concerns about his or her Child's use of the Sites, we encourage the parent to contact us at compliance@commonsense.org or:

Privacy Department
Common Sense Media
699 8th Street, Suite C150
San Francisco, CA 94103
415-863-0600

G. EEA+ Privacy Matters

Who does this Section G apply to? It applies to Children based in the EEA+. All references to "Child or "Children" in this Section G are references to such EEA+ Children only. References to such EEA+ Children's "parents

Why do we have an EEA+-specific Section of this Children's Privacy Policy? Applicable data protection laws, including the EU General Data Protection Regulation and the so-called 'UK GDPR' (together, the "GDPR"), require us to provide information about our data processing practices and the rights available to relevant EEA+ Users

Our representatives.

- Our EU representative appointed under the EU GDPR is Verasafe. You can contact them as shown below:
 - By using our EU representative web form, available [here](#).
 - By mail: VeraSafe Ireland Ltd., North Point Business Park, New Mallow Road, Cork T23AT2P, Ireland
- Our UK representative appointed under the UK GDPR is Common Sense Media, a registered charity and company in England and Wales ("Common Sense Media UK").
 - By using our UK representative web form, available [here](#).
 - By mail: 1 Paternoster Square, London, EC4M 7DX, UK, with mail sent "FAO Common Sense Media: UK Representative"

What do we mean by "Personal Data"? Under the GDPR, "Personal Data" refers to information about an identified or identifiable natural person. For EEA+ Children, references to "personal information" or "information" elsewhere in this Children's Privacy Policy should be read as including reference to their Personal Data.

EU-specific rights. Under certain circumstances, Children may have certain rights – including those set out below:

- Access. Request access to their Personal Data.
- Correction. Request correction of inaccurate or incomplete Personal Data that we hold about them.
- Erasure. Request erasure of their Personal Data.
- Objection. Object to our reliance on our Legitimate Interests (see [below](#)) as the legal basis of processing of their Personal Data
- Restriction. Request the restriction of processing of their Personal Data until we address their request establish its accuracy or our reasons for processing it.
- Portability. Request the transfer of their Personal Data in a portable format.
- Withdraw consent. Withdraw their consent to any Processing that relies on it as a legal basis (see [below](#)). Their parent's have the same right to withdraw any parental consents that we have been given.

How to exercise these rights? These rights can be exercised by using our [Privacy Requests Portal](#). Typically, there is no fee for this. However, we may charge a reasonable fee if the request is clearly unfounded, repetitive or excessive – or, in these circumstances, we may refuse to comply with the request. We may need to ask for information in relation to any request to help us confirm the identity of the person making it and to speed up our response.

The right to complain. We would love to be able to resolve all questions, requests and complaints about Personal Data directly. However, if a Child or their parent feels we have not been able to satisfactorily resolve an issue, they may contact their local data protection supervisory authority.

- For the contact information of the Data Protection Authorities for each Member State of the European Economic Area, please visit: https://edpb.europa.eu/about-edpb/board/members_en
- The UK's Data Protection Authority's details are below:

The Information Commissioner's Office
 Water Lane, Wycliffe House
 Wilmslow - Cheshire SK9 5AF
 Tel. +44 303 123 1113
 Website: <https://ico.org.uk/make-a-complaint/>

What Personal Data do we use? The Personal Data that we use is set out in Section A of this Children's Privacy Policy.

Our "Legal Bases" for using Personal Data. The GDPR requires us to have a "legal basis" for each way that we use Personal Data. Most commonly, we will rely on one of the following legal bases:

- Where we need to perform a contract we are about to enter into or have entered into with a Child ("Contractual Necessity").
- Where it is necessary for our legitimate interests and the Child's interests and fundamental rights do not override those interests ("Legitimate Interests").
- Where we need to comply with a legal or regulatory obligation ("Compliance with Law").
- Where we have specific consent to carry out the processing for the Purpose in question ("Consent"), in these cases we would need to get a Child's parent's consent.

Purposes for Processing. We have set out below, in a table format, the legal bases we rely on in respect of the relevant Purposes for which we use Children's Personal Data:

Purpose	Examples of how we use relevant Personal Data for a Purpose	Our legal basis for this use of data
Account set-up and Maintenance	To register a Child's account on the Sites, and to populate their profile. To provide the core elements of the Sites.	Contractual Necessity.
Security	We might use the Personal Data we collect to keep our Sites and associated systems operational and secure.	Compliance with Law.

		Legitimate Interests.
Troubleshooting and Service improvement	<p>We might use the information associated with the Persistent Identifiers above to track issues that might be occurring on our Sites and systems, or to test and improve them.</p> <p>Important note: As described in the "Persistent Identifiers" sub-section above, to protect your Children's privacy, we restrict the collection of this information from and about logged-in Children.</p>	<p>Legitimate Interests.</p> <p>It is in our legitimate interests that we are able to monitor and ensure the proper operation of our Sites and associated systems and services.</p>
Anonymised Data creation	<p>We may create 'Anonymous Data' – this might include aggregated data such as statistical or demographic data. Anonymous Data may be created or derived from any of the Personal Data we collect, but once in anonymous / aggregated form it will not directly or indirectly reveal a Child's identity (i.e., it's no longer Personal Data).</p> <p>We may use or disclose Anonymous Data for any purpose permitted by law, and do not require a legal basis to do so.</p>	<p>Legitimate Interests.</p> <p>It is in our legitimate interests that we are able to ensure that our Sites and how we use information about our users is as un-privacy intrusive as possible.</p>
User submitted content	<p>As part of the Sites, we post the reviews, comments and other content submitted to the Sites by Children – although we recommend that it is not included, these may contain certain Personal Data.</p> <p>Important notes:</p>	<p>Contractual Necessity in respect of posting reviews, comments and other submitted content.</p> <p>Legitimate Interests in respect monitoring the content of Children who are under 13 to remove any</p>

	<p>We encourage parents to discuss with their Children why they should NEVER include Personal Data in reviews or comments posted to the Site.</p> <p>For all Children who are under 13:</p> <ul style="list-style-type: none"> • we will moderate those Children's postings to remove Personal Data from them; and • we will not post such Children's username alongside their reviews or comments. 	<p>Personal Data – we consider this practice to be in the interests of the Children themselves, their parents, and ourselves.</p>
--	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------

Purpose limitation. We will only use Children's Personal Data for the purposes for which we collected it as listed above, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If we need to use Children's Personal Data for an unrelated purpose, we will update this Privacy Policy. Please note that we may process Children's Personal Data without their or their Parent's knowledge or consent, in compliance with the above rules, where this is required or permitted by law (including the GDPR).

What happens when you do not provide necessary Personal Data or you withdraw consent? Where we need to process a Child's Personal Data either to comply with law, or to perform the terms of a contract we have with them and they fail to provide that data when requested, we may not be able to perform the contract we have or are trying to enter into. Similarly, if we rely on Consent to process Children's Personal Data, they or their parent may withdraw that Consent, but if this happens, we may not be able to provide certain services or features.

International transfers. We are headquartered in the United States. The Personal Data that we collect from and about Children will be stored and processed in the United States and may be stored and processed in other countries outside of the EEA+. However, it is our policy to ensure that adequate contractual or other safeguards are applied to Personal Data transferred outside of the EEA+ where required by the GDPR. If you have questions about the safeguards applied to Children's Personal Data, you may contact us at compliance@commonsense.org.

Data security and retention. Our data security and retention practices are described in our general [Privacy Policy](#) – please see:

- **Data Security** – VI. Important Disclosures, Practices and Contact Information
- **Retention** – V. How Long We Keep Your Personal Information

Personal Data from Third Party Sources. We do not collect any Personal Data about Children from any third parties or publicly-available sources, other than from their parents (where they choose to give it to us).



Children's Privacy Policy

[En español](#)

LAST UPDATED: January 7, 2021

COMMON SENSE MEDIA'S CHILDREN'S PRIVACY POLICY

Common Sense Media, Inc. ("we" or "us") is concerned about children's privacy. The websites ("Sites") that we operate provide a forum for all family members, including children, to express their views about movies, books, TV, games, websites, apps and music. While we encourage children to participate appropriately in our Sites, their privacy is extremely important to us.

This Children's Privacy Policy explains our information practices in connection with information provided by all children under the age of 13 and certain slightly older teenagers in the European Economic Area and the UK ("EEA+") whose parent's consent we require for certain uses of their information ("Child" or "Children") on Sites that link to this Children's Privacy Policy.

The Sites are controlled and operated by us from the United States.

We support the Children's Online Privacy Protection Act ("COPPA") and other frameworks like the General Data Protection Regulation and the so-called UK GDPR (together, the "GDPR"). Our goal is to minimize the information gathered from and disseminated about Children while permitting them active participation in the trustworthy information, education and independent voice for which we are known.

Users in the EEA+ – there is a specific section of this Children's Privacy Policy which applies particularly to EEA+ Children (see [Section G](#)).

A. How We Collect and Use Information from Children

Children can explore the Sites, and can view and print reviews, comments, ratings and other content while providing only the limited personal information set out below:

Account set-up and Maintenance. If a Child wants to register to become a member of our Sites, we require the Child to submit the following information:

- Username (the Child is advised not to use his or her real name);
- Password;
- Birth month and year; and
- Their parent's email, which we use to ask for that parent's consent (see [Section D of this Children's Privacy Policy](#)).



WHO

WHAT

WE

WE

IMPACT

RESOURCES

GET STARTED



ARE

OFFER

and warrant that you are authorized to provide such information and to allow the information collection and use for your students.

1. Information Collected by Zearn

Information You Provide:

When educators register for Zearn, we ask you to provide certain personal information, such as your first and last name, your role, the name of your school, district, city, state, email address, and a password. Teachers are also asked to provide their grade level. Administrators may also be asked to provide their phone number.

In the alternative, you may register for Zearn by using a pre-existing Google account. Please be aware that Google has its own privacy policy, and we encourage you to read it. By registering with Zearn through your Google account, you agree to our collection and use of any personal information or other data we may receive from them in accordance with the terms of this

Privacy

To sign



you to

This website, about.zearn.org, uses cookies and similar technologies to analyze traffic to the site, and enable us to use social media features. For more information on how we use cookies on this site, including how to change your preferences, please see [this cookie policy](#).

Accept



WHO

WHAT

WE

WE

IMPACT

RESOURCES

GET STARTED



ARE

OFFER

has a Zearn School Account and uses Clever to roster its students, we may also collect date of birth, solely to match students with a grade level where no grade is otherwise listed. Zearn only collects information about students when it is provided by a school representative legally authorized to share the student's information. Students under 13 may not register on their own.

You may also choose to register your students on Zearn using a school authorized Google email account. By doing so, you confirm that you have obtained any necessary permissions from your school, district, and parents.

Users may also provide feedback on Zearn or report a problem. The Zearn Math program may prompt students to indicate their attitudes towards math, for example, by asking them to select whether or not they like math while using the program.

Program Information:

When your students use Zearn, we collect certain student



This website, about.zearn.org, uses cookies and similar technologies to analyze traffic to the site, and enable us to use social media features. For more information on how we use cookies on this site, including how to change your preferences, please see this [cookie policy](#).

Accept



WHO

WHAT

WE

WE

IMPACT

RESOURCES

GET STARTED



ARE

OFFER

collect certain site usage information associated with your computer. Site usage information is non-personal information that includes, but is not limited to, browser type, operating system, IP address, and the domain name from which you accessed Zearn. It may also include information such as the date and time you accessed Zearn, how much time you spent on Zearn, the pages you visit, and other “click-stream” data.

We use cookies to collect the Program and Site Usage information described above. A cookie is a small data file that may be sent by a website or application and stored on the hard drive of your computer. A cookie stores information about your browser that allows us to recognize your browser when you return and to remember your preferences. You may reject cookies, but by doing so, you may not be able to use Zearn. To learn more about browser cookies, including how to manage or delete them, check the “Help,” “Tools” or similar section

agree to



This website, about.zearn.org, uses cookies and similar technologies to analyze traffic to the site, and enable us to use social media features. For more information on how we use cookies on this site, including how to change your preferences, please see this [cookie policy](#).

Accept



WHO

WHAT

WE

WE

IMPACT

RESOURCES

GET STARTED



ARE OFFER
about your activity on Zearn.org.

We use third-party service providers to assist us in collecting and understanding Program Information and Site Usage Information information.

2. How We Use Your Information:

Information You Provide:

We may use the information that you provide when you register for Zearn to create your account. This allows you to log in, register a classroom within the product, and sign up your students.

We may use your email address to send you information regarding your Zearn account. We may also use your email address to send you a newsletter and other communications; you may unsubscribe at any time.

We use the student names solely to facilitate a teacher, school, or district's identification of their students using Zearn.

When t
concer
their re



This website, about.zearn.org, uses cookies and similar technologies to analyze traffic to the site, and enable us to use social media features. For more information on how we use cookies on this site, including how to change your preferences, please see this [cookie policy](#).

Accept



WHO

WHAT

WE

WE

IMPACT

RESOURCES

GET STARTED



ARE

OFFER

math, we use the responses to help us understand and improve the effectiveness of our Services. We do not modify individual student content based on the responses.

You remain in control of the personal information you provide to us about yourself and your students. This means that you can review, revise, or delete your personal information or that of your students as described below.

Non-personal information, such as grade level, and other demographic information are used in aggregated, anonymized reporting to help us better understand how the program is used and to improve the program.

We do not use your information to engage in targeted advertising on our site.

We do not collect your information to amass a personal profile of a student, other than to be able to deliver our Services to you.

Program Information:

We use

you will

usage :



This website, about.zeam.org, uses cookies and similar technologies to analyze traffic to the site, and enable us to use social media features. For more information on how we use cookies on this site, including how to change your preferences, please see this [cookie policy](#).

Accept



WHO

WHAT

WE

WE

IMPACT

RESOURCES

GET STARTED



ARE

OFFER

improve and demonstrate the efficacy of Zearn.

Site Usage Information:

We use Site Usage Information to administer the site and program, monitor and diagnose problems with it, remember you when you return so that you don't have to resubmit your information and so that we can maintain your progress, and to improve our program.

3. How We May Share Your Information:

We do not ever sell or rent your information.

We will only share your information or that of your students in the following circumstances:

- When we believe in good faith that disclosure of your information is necessary to protect our rights and those of others, to protect your safety or the safety of others, to investigate fraud or to respond to a government, judicial or other legal request or to comply with the law.
- In connection with an organizational change, such as a dissolution, provided that your information and that of your students will remain subject to the

- We bus incl



This website, about.zearn.org, uses cookies and similar technologies to analyze traffic to the site, and enable us to use social media features. For more information on how we use cookies on this site, including how to change your preferences, please see [this cookie policy](#).

Accept

WHO

WHAT

WE

WE

IMPACT

RESOURCES

GET STARTED



ARE OFFER

are legally obligated to keep your personal information confidential and use it only for our specific purpose. Our third-party providers are required to maintain reasonable security practices, to use the information only for the purpose of helping us deliver the Services to you, and to prevent disclosure of the information to unauthorized parties.

We may also share certain aggregated, de-identified information with third-party providers to help us analyze the information.

4. Your Access and Opt-Out Rights

You may review or change the information you have provided about yourself within your account settings. If you contact us, we will ask you to verify your identity before we provide you with information or make changes.

If you are an educator who has provided us with personal information about your students, you may review or revise that information at any time by logging into your account and accessing your classroom portal.

You may
message
simply



This website, about.zeam.org, uses cookies and similar technologies to analyze traffic to the site, and enable us to use social media features. For more information on how we use cookies on this site, including how to change your preferences, please see this [cookie policy](#).

Accept



WHO

WHAT

WE

WE

IMPACT

RESOURCES

GET STARTED



administration of your account, including notice of material updates to its Terms of Use and Privacy Policy.

If you are a parent or legal guardian of a minor child, you may also have the right to access certain information about your child. To do so, we request that you contact your school or district, which may access your child's information through their classroom portal.

5. Data Retention:

You may deactivate your student(s)' account at any time through the product account dashboard. Following deactivation, we will retain deactivated account data for a period of 180 days so that you may easily reactivate your account within that limited period and retain continuity of your classroom progress.

However, you may request deletion of your account data earlier by contacting us at privacy@zearn.org. During the 180 days that your account is inactive, we do not access your

account
account
anonym



This website, about.zearn.org, uses cookies and similar technologies to analyze traffic to the site, and enable us to use social media features. For more information on how we use cookies on this site, including how to change your preferences, please see this [cookie policy](#).

Accept



WHO

WHAT

WE

WE

IMPACT

RESOURCES

GET STARTED



ARE

OFFER

anonymized.

We retain aggregated, anonymized information for some of the purposes described in Section 2 above.

On January 15 of each year, we will anonymize student accounts with no log-in activity over the prior 18 months.

6. Security:

We maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of your data. Zearn has multiple security measures in place to protect against the loss, misuse, or alteration of information under our control. These include encryption of data in transit and at rest, use of two-factor authentication to access the system, regular software security updates, periodic risk assessments, and remediation of identified security vulnerabilities in a timely manner.

Howev
transm
guaran



This website, about.zearn.org, uses cookies and similar technologies to analyze traffic to the site, and enable us to use social media features. For more information on how we use cookies on this site, including how to change your preferences, please see this [cookie policy](#).

Accept



WHO

WHAT

WE

WE

IMPACT

RESOURCES

GET STARTED



ARE

OFFER

select a password for both yourself and each student to access Zearn, and this password will be used to allow your student to use Zearn. You are responsible for maintaining the strict confidentiality of your and your students' account password(s), and for any activity that occurs under your account credentials, whether or not authorized by you. Please notify us of any unauthorized use of your account or any suspected breach of security. Zearn will comply with all applicable laws in the event of an unauthorized disclosure of personal identifying information.

7. Changes to this Privacy Policy:

Zearn may amend this Privacy Policy from time to time. When we do, we will notify you by updating the date of this Privacy Policy and posting it on this page of our site. We will also notify you of any material changes to this Privacy Policy via email.

8. Con



This website, about.zearn.org, uses cookies and similar technologies to analyze traffic to the site, and enable us to use social media features. For more information on how we use cookies on this site, including how to change your preferences, please see this [cookie policy](#).

Accept



(<http://www.jamesdysonfoundation.com/>)

Who We Are (<http://www.jamesdysonfoundation.com/who-we-are.html>)

Our Work (<http://www.jamesdysonfoundation.com/our-work.html>)

Resources (<http://www.jamesdysonfoundation.com/resources.html>)

James Dyson Award (<http://www.jamesdysonfoundation.com/james-dyson-award.html>)

News (<http://www.jamesdysonfoundation.com/news.html>)

Contact Us (<http://www.jamesdysonfoundation.com/contact-us.html>)

PRIVACY POLICY

The James Dyson Foundation ("Dyson", "we", "us" or "our") is committed to protecting the privacy of users of our website, www.jamesdysonfoundation.co.uk (the "Site"). This Privacy Policy explains:

- What sort of information we collect about you,
- How we use the information we collect about you,
- How you can instruct us if you prefer to limit the use of that information, and
- The procedures that we have in place to safeguard your privacy.

These practices relate to information collected by Dyson on this Site. Please read this Privacy Policy carefully. By submitting your information as set forth herein you consent to the use of that information as described in this Privacy Policy. We constantly review our privacy practices, especially as we change our products and services offered to you online. As we make such changes, our privacy practices may change as well. Any such changes will be reflected in our Privacy Policy, which when updated will be posted on this page without notification. Your continued use of this Site after we post any changes to this Privacy Policy signifies your acceptance of its terms. You acknowledge that this Privacy Policy is part of our Site's Terms of Use, and that by accessing or using our Site you agree to be bound by all of its terms and conditions. If you do not agree to these terms, please do not access or use this Site.

Questions regarding this Privacy Policy should be directed to the Site coordinator at jamesdysonfoundation@dyson.com.

- What types of information are generally collected?
- What personally identifiable information do we collect about you?
- What non-personally identifiable information do we collect about you?
- What do we do with the information we collect?
- With whom do we share the information we collect?
- How do you update and correct your information?
- What opt out rights and rights to obtain details of the information we hold on you do you have?
- How is information collected and use by linked third party websites
- What kind of security is used to protect your information?
- What information is collected for minors under 18 years old?

What types of information are generally collected?



What personally identifiable information do we collect about you?



What non-personally identifiable information do we collect about you?



Follow us

MobyMax for Educators

MobyMax for Families

Research

Awards

10k Rave Reviews

Success Videos

Admins

Contact Us

SIGN IN

Close learning gaps



ORDER NOW

Differentiated Learning

Quick Checker

Interactive Class

Engagement

Training

Remote Learning

Student Privacy at All Levels

Privacy Policy

Last updated on February 21, 2018

Student privacy is just as important to us as it is to you.

Our security starts with the data you enter into our program. Only the most basic personal information (name and grade level) is entered into MobyMax.

We never share your information with third parties, with only one exception: with your explicit permission, we may allow educational researchers to access aggregate class information.

You can reach out to us. We're here to answer any additional questions you might have. Please don't hesitate to call us at 1-888-793-8331 (between 8 am and 5 pm ET) Monday-Friday, or email us at support@mobymax.com anytime.

What we do

This Privacy Policy governs the manner in which MobyMax collects, uses, maintains and discloses personally identifiable information in records ("Student Records") collected from users ("User") of the www.MobyMax.com website ("Site"). This Privacy Policy applies to the Site and all the services offered by MobyMax on this Site.

COPPA and FERPA

We are committed to working with our Users to comply with laws, rules, and regulations governing the use and protection of Student Records, including the Children Online Privacy Protection (COPPA) and the Family Educational Rights and Privacy Act (FERPA) and their implementing regulations, applicable state laws, and statutes governing Student Records we receive from Users. As such, MobyMax is committed to protecting the security, confidentiality, and integrity of Student Records that we receive from Users, as well as to protecting against unauthorized access or anticipated threats.

Personal identification information

We may collect personal identification information from Users in a variety of ways, including, but not limited to, when Users visit our Site, subscribe to email alerts, and in connection with other activities, services, features or resources we make available on our Site. Users may be asked for, as appropriate, name [Chat with us!](#)

address, mailing address, and phone number. Teachers or administrators choose which identifying information to include as the students' first name, last name, username, password, and ID. We never collect sensitive information such as student addresses, social security numbers, or dates of birth. We permit teachers or administrators to replace student first and last names with nicknames or aliases. Users may, however, visit our Site anonymously. We will collect personal identification information from Users only if they voluntarily submit such information to us. Users can always refuse to supply personal identification information, except that it may prevent them from engaging in certain Site-related activities. Users can correct any erroneous personal information by emailing support@mobymax.com or calling (888)793-8331.

Non-personal identification information

We may collect non-personal identification information about Users whenever they interact with our Site. Non-personal identification information may include the browser name, the type of computer and technical information about Users' means of connection to our Site, such as the operating system and the Internet service providers utilized and other similar information.

Web browser cookies

Our Site may use "cookies" to enhance Users' experience. A User's web browser places cookies on their hard drive for record-keeping purposes and sometimes to track information about them. Users may choose to set their web browser to refuse cookies, or to alert them when cookies are being sent, but this may result in some parts of the Site not functioning properly.

How we use collected information

MobyMax may collect and use Users' personal information for improving the User's experience or sending periodic emails. Students shall not receive email alerts containing any advertising or product information. We may use information in the aggregate to understand how our Users as a group use the services and resources provided on our Site and so that we may improve our Site. If the User decides to opt-in to our email alerts, they will receive emails that may include company news, updates, related product or service information, etc. If at any time the User would like to unsubscribe from receiving future emails, we include detailed unsubscribe instructions at the bottom of each email.

What we don't do

Property and control of student data

All student records and data continue to be the property of and under the control of the local educational agency. Students are able to access, print, and otherwise retain any student-generated content by accessing it through various channels in their student accounts. If teachers provide parents or guardians with login instructions, they are able to access basic student MobyMax data like progress, lessons completed, and time spent.

How we protect your information

We adopt appropriate data collection, storage and processing practices, and security measures to protect against unauthorized access, alteration, disclosure, or destruction of your personal information, username, password, transaction information, and data stored on our Site.

Sharing your personal information

We do not sell, trade, or rent Users' personal identification information to others. We will not allow unrelated third parties to use your personal information for any reason without your consent. We may share generic aggregated demographic information not linked to any personal identification information regarding visitors, and users with our business partners for the purposes outlined above. We may disclose and share personal information with (1) our group companies or any entity which acquires any part of our business, (2) with our service providers (including, for example, suppliers who develop or host our sites), (3) with

- single sign-on providers that you use to access our software, (4) roster services that you use to update your student and teacher rosters, and (5) if required or permitted by law with other third parties with your consent.

Procedure for unauthorized records disclosure

In the event of a breach or unauthorized disclosure of student records that would be subject to disclosure under applicable federal or state law has occurred, MobyMax will take prompt and appropriate steps to mitigate further breach or release of student records, provide notice to the affected User promptly and without reasonable delay, and work with the affected User to provide information and assistance necessary to comply with any notification to parents, legal guardians, or students, as is required by applicable law.

Contract termination/completion

Following expiration or termination of the agreement under which the User purchased access to the MobyMax web-based products or services, and upon receipt of written request from the User, MobyMax will destroy or, if agreed, return to the User, the Student Records in its possession within a commercially reasonable period of time. At any point, teachers or administrators are able to soft-delete or permanently delete student accounts and data. For clarity, data generated by MobyMax or our products that is in aggregate, or that is anonymized (i.e., personally identifiable information has been removed) may be retained by MobyMax and used for product improvement purposes.

Changes to this privacy policy

We may update this Privacy Policy at any time. When we do, we will revise the updated date at the bottom of this page. If we change the policy in a material manner, for example, if we seek to use personal information in a materially different way than we had previously, we will provide at least 30 days' notice to you so that you have sufficient time to evaluate the change in practice. Of course, you can always opt out by deleting your account before the changes take effect.

Your acceptance of these terms

Unless you have entered into your own school or district contract with MobyMax, you signify your acceptance of this Privacy Policy by using this site. Your continued use of the Site following the posting of changes to this Privacy Policy will be deemed your acceptance of those changes.

Contacting us

If you have any questions about this Privacy Policy, the practices of this Site, or your dealings with this Site, please contact support@mobymax.com.

Find and fix learning gaps covering Common Core, NGSS, and State Standards.

As Seen In

DA District Administration

ADMINISTRATOR

eSCHOOL NEWS
Daily Tech News & Innovation

edtech digest
Great tools, interviews & more

TECH & LEARNING

Connect With Us



Learn More

Contact Us Weekly Webinars
Support Press
About Us Blog
Careers

Solutions

Differentiated Learning
Quick Checker
Interactive Class
Engagement

Get Started

Order Now
W-9 Form
Already Have a License?
Sign In

Results

Prove 20
Success Stories
Success Videos
10k Rave Reviews



Children's Privacy Policy

[En español](#)

LAST UPDATED: January 7, 2021

COMMON SENSE MEDIA'S CHILDREN'S PRIVACY POLICY

Common Sense Media, Inc. ("we" or "us") is concerned about children's privacy. The websites ("Sites") that we operate provide a forum for all family members, including children, to express their views about movies, books, TV, games, websites, apps and music. While we encourage children to participate appropriately in our Sites, their privacy is extremely important to us.

This Children's Privacy Policy explains our information practices in connection with information provided by all children under the age of 13 and certain slightly older teenagers in the European Economic Area and the UK ("EEA+") whose parent's consent we require for certain uses of their information ("Child" or "Children") on Sites that link to this Children's Privacy Policy.

The Sites are controlled and operated by us from the United States.

We support the Children's Online Privacy Protection Act ("COPPA") and other frameworks like the General Data Protection Regulation and the so-called UK GDPR (together, the "GDPR"). Our goal is to minimize the information gathered from and disseminated about Children while permitting them active participation in the trustworthy information, education and independent voice for which we are known.

Users in the EEA+ – there is a specific section of this Children's Privacy Policy which applies particularly to EEA+ Children (see [Section G](#)).

A. How We Collect and Use Information from Children

Children can explore the Sites, and can view and print reviews, comments, ratings and other content while providing only the limited personal information set out below:

Account set-up and Maintenance. If a Child wants to register to become a member of our Sites, we require the Child to submit the following information:

- Username (the Child is advised not to use his or her real name);
- Password;
- Birth month and year; and
- Their parent's email, which we use to ask for that parent's consent (see [Section D of this Children's Privacy Policy](#)).

We may use information collected from Children during the registration process and in account configuration in the following manner:

- To create and maintain the Child's account;
- To determine the Child's current age and post it next to any reviews or comments posted by the Child. We do not post the username of any Child who is under 13 or any personal information in or alongside their reviews or comments.

Using the Site. We also automatically collect "persistent identifiers" about devices from visitors. We do not collect this analytics information for logged in Children.

Use of anonymous information. If the information collected from a Child does not identify or allow contact with him or her or his or her device (including, for example, aggregated information), we may use and disclose it for any purpose, to the extent permitted by applicable law.

No advertisements! We do not display advertising based on information collected from Children.

No newsletters! Our email newsletters are for adults only – they are not designed for, or targeted at, Children. Children should not attempt to sign up for our email newsletters. **We encourage parents to discuss with their Children the importance of not signing up to receive our email newsletters.**

Reviews and Other Site Activities. A Child may choose to write and post reviews on the Sites, such as reviews of movies, games, websites, TV, books, apps and music. Children also may participate in other activities, such as posting comments on our articles. We moderate all postings by Children who are under 13 to remove personal information, and **we encourage parents to discuss with their Children why they should NEVER include personal information in reviews or comments posted to the Site.** Children may also participate in other online activities, such as polls. As discussed in our [Privacy Policy](#), all members, including Children, have the ability to delete their postings to the Sites. Members can delete their postings by logging into their accounts, viewing the review or comment, and clicking the "delete" button. Or, a member can send an email requesting deletion to compliance@commonsense.org, noting username, date of the review or comment, and title of media type reviewed. (Parents may also delete Children's postings or other information, as described in [Section E](#).) It is possible that deleted reviews or comments will remain in our system (such as in backups of our data), but they will not be visible through the Sites. Please note that your request or deletion does not ensure complete or comprehensive removal of the content or information, as, for example, some of your content may have been reposted by another user.

Persistent Identifiers. When visitors interact with the Sites, certain technical information may automatically be collected, to make our Sites more interesting and useful, to track analytics, to keep them free of spam, and for various internal purposes related to our business. Examples of information that is automatically collected include: the type of computer operating system, the device's IP address or mobile device identifier, the web browser, the frequency with which the user visits various parts of our Sites, and information regarding the online or mobile service provider — **however, we do not collect any of this information from or about logged-in Children.** Our [Cookie Policy](#) provides a list of third party service providers who may collect persistent identifiers or use cookies, including describing Necessary Cookies which are enabled for logged-in kids and needed for the site to function.

Analytics and Personalization Cookies are turned off for logged-in children. Please note non-Necessary cookies are also disabled by default for users in the EEA+.

This information is collected using technologies such as cookies, flash cookies, web beacons, and other unique identifiers (which we describe in more detail in our [Cookie Policy](#)). This information may be collected by us or by a third party. Persistent identifier information is used by Common Sense Media for the sole purpose of providing support for our internal operations, including in order to:

- Ensure that the Sites function properly;
- Enable us to conduct research and analysis to understand, address and improve the use and performance of the Sites; and
- Diagnose and respond to problems.

B. What Information Submitted By Children Is Viewable On the Site?

We strictly limit the personal information that is publicly viewable about a member who is known by us to be a Child. When a Child posts a review or comment on the Sites, only the Child's age is posted, along with the content of the Child's posting. Usernames of Children who are under 13 are not posted with this submitted content on our Sites. Although the Child may create a Profile for his or her account (which includes only a username, password, birth month and year, and parent's email address), no portion of the Child's Profile other than the Child's age is publicly viewable.

C. What Information About Children Is Shared?

We do not disclose to third parties any Children's personal information that we collect other than as follows, consistent with applicable law: (a) with a parent's permission, (b) as required by any applicable law, (c) to third-party service providers who help us operate or manage the Sites, (d) as part of aggregated data shared with third-party service providers, our Board of Directors, funders and other partners, as described in the [Privacy Policy](#), (e) to comply with legal process, (f) to respond to governmental requests, (g) to enforce our Terms of Service, (h) to protect our operations, (i) for assistance in fraud detection and prevention; (j) to protect the rights, privacy, safety or property of Common Sense Media, your Child or others, (k) to permit us to pursue available remedies or limit the damages that we may sustain, and (l) in connection with a disposition of all or a substantial portion of our business, assets or stock, such as a sale, merger, consolidation, reorganization, joint venture, assignment, or bankruptcy or similar proceedings.

D. How do we get parental consent when we are required to do so?

If parental consent is required in respect of our use of a Child's personal information, when setting up an account, the Child must provide their parent's email address. We use that email address to contact the Child's parent to ask for their consent as required – we also explain to the parent:

- what personal information we collect about their Child;
- how we use it and why; and
- how the parent can revoke their consent and/or ask that we delete their Child's account and personal information.

If at this stage, the parent gives us their consent, we will carry out the activity for which that consent was required. If not, we won't.

E. How May Parents Access, Change or Delete Information About Their Children?

Deleting your Children's information and their account.

If you are a parent, and we need your consent to certain processing of your Children's personal information, if you:

- wish us to cease further collection of personal information from your Children;
- believe your Children are participating in an activity on the Site that uses their personal information without the parental consent required by law;
- wish us to make no further use of, or delete, the personal information we have collected online from your Children; and/or
- no longer wish for your Children to participate as members of the Site,

we will delete your Child's Profile, and any parental contact information we may hold, on request.

Parents of EEA+ Children can exercise these rights through our [Privacy Requests Portal](#).

Parents of non-EEA+ Children can exercise these rights by contacting us at compliance@commonsense.org.

Accessing or changing your Children's account and any personal information we have collected online.

Parents may at any time:

- access or make changes to their Children's account; or
- make changes to the personal information that we have collected online from their children,

by clicking on their Child's "My Account" link, by contacting us at compliance@commonsense.org, or by writing to us at the address provided below.

For your Child's protection, we may need to verify your identity before implementing any request described in this Section E. We will try to comply with your request as soon as reasonably practicable.

F. How May Parents Raise Other Questions or Concerns?

If a parent has any questions or concerns about his or her Child's use of the Sites, we encourage the parent to contact us at compliance@commonsense.org or:

Privacy Department
Common Sense Media
699 8th Street, Suite C150
San Francisco, CA 94103
415-863-0600

G. EEA+ Privacy Matters

Who does this Section G apply to? It applies to Children based in the EEA+. All references to "Child" or "Children" in this Section G are references to such EEA+ Children only. References to such EEA+ Children's "parents

Why do we have an EEA+-specific Section of this Children's Privacy Policy? Applicable data protection laws, including the EU General Data Protection Regulation and the so-called 'UK GDPR' (together, the "GDPR"), require us to provide information about our data processing practices and the rights available to relevant EEA+ Users

Our representatives.

- Our EU representative appointed under the EU GDPR is Verasafe. You can contact them as shown below:
 - By using our EU representative web form, available [here](#).
 - By mail: VeraSafe Ireland Ltd., North Point Business Park, New Mallow Road, Cork T23AT2P, Ireland
- Our UK representative appointed under the UK GDPR is Common Sense Media, a registered charity and company in England and Wales ("Common Sense Media UK").
 - By using our UK representative web form, available [here](#).
 - By mail: 1 Paternoster Square, London, EC4M 7DX, UK, with mail sent "FAO Common Sense Media: UK Representative"

What do we mean by "Personal Data"? Under the GDPR, "Personal Data" refers to information about an identified or identifiable natural person. For EEA+ Children, references to "personal information" or "information" elsewhere in this Children's Privacy Policy should be read as including reference to their Personal Data.

EU-specific rights. Under certain circumstances, Children may have certain rights – including those set out below:

- Access. Request access to their Personal Data.
- Correction. Request correction of inaccurate or incomplete Personal Data that we hold about them.
- Erasure. Request erasure of their Personal Data.
- Objection. Object to our reliance on our Legitimate Interests (see [below](#)) as the legal basis of processing of their Personal Data
- Restriction. Request the restriction of processing of their Personal Data until we address their request establish its accuracy or our reasons for processing it.
- Portability. Request the transfer of their Personal Data in a portable format.
- Withdraw consent. Withdraw their consent to any Processing that relies on it as a legal basis (see [below](#)). Their parent's have the same right to withdraw any parental consents that we have been given.

How to exercise these rights? These rights can be exercised by using our [Privacy Requests Portal](#). Typically, there is no fee for this. However, we may charge a reasonable fee if the request is clearly unfounded, repetitive or excessive – or, in these circumstances, we may refuse to comply with the request. We may need to ask for information in relation to any request to help us confirm the identity of the person making it and to speed up our response.

The right to complain. We would love to be able to resolve all questions, requests and complaints about Personal Data directly. However, if a Child or their parent feels we have not been able to satisfactorily resolve an issue, they may contact their local data protection supervisory authority.

- For the contact information of the Data Protection Authorities for each Member State of the European Economic Area, please visit: https://edpb.europa.eu/about-edpb/board/members_en
- The UK's Data Protection Authority's details are below:

The Information Commissioner's Office
 Water Lane, Wycliffe House
 Wilmslow - Cheshire SK9 5AF
 Tel. +44 303 123 1113
 Website: <https://ico.org.uk/make-a-complaint/>

What Personal Data do we use? The Personal Data that we use is set out in Section A of this Children's Privacy Policy.

Our "Legal Bases" for using Personal Data. The GDPR requires us to have a "legal basis" for each way that we use Personal Data. Most commonly, we will rely on one of the following legal bases:

- Where we need to perform a contract we are about to enter into or have entered into with a Child ("Contractual Necessity").
- Where it is necessary for our legitimate interests and the Child's interests and fundamental rights do not override those interests ("Legitimate Interests").
- Where we need to comply with a legal or regulatory obligation ("Compliance with Law").
- Where we have specific consent to carry out the processing for the Purpose in question ("Consent"), in these cases we would need to get a Child's parent's consent.

Purposes for Processing. We have set out below, in a table format, the legal bases we rely on in respect of the relevant Purposes for which we use Children's Personal Data:

Purpose	Examples of how we use relevant Personal Data for a Purpose	Our legal basis for this use of data
Account set-up and Maintenance	To register a Child's account on the Sites, and to populate their profile. To provide the core elements of the Sites.	Contractual Necessity.
Security	We might use the Personal Data we collect to keep our Sites and associated systems operational and secure.	Compliance with Law.

		Legitimate Interests.
Troubleshooting and Service improvement	<p>We might use the information associated with the Persistent Identifiers above to track issues that might be occurring on our Sites and systems, or to test and improve them.</p> <p>Important note: As described in the "Persistent Identifiers" sub-section above, to protect your Children's privacy, we restrict the collection of this information from and about logged-in Children.</p>	<p>Legitimate Interests.</p> <p>It is in our legitimate interests that we are able to monitor and ensure the proper operation of our Sites and associated systems and services.</p>
Anonymised Data creation	<p>We may create 'Anonymous Data' – this might include aggregated data such as statistical or demographic data. Anonymous Data may be created or derived from any of the Personal Data we collect, but once in anonymous / aggregated form it will not directly or indirectly reveal a Child's identity (i.e., it's no longer Personal Data).</p> <p>We may use or disclose Anonymous Data for any purpose permitted by law, and do not require a legal basis to do so.</p>	<p>Legitimate Interests.</p> <p>It is in our legitimate interests that we are able to ensure that our Sites and how we use information about our users is as un-privacy intrusive as possible.</p>
User submitted content	<p>As part of the Sites, we post the reviews, comments and other content submitted to the Sites by Children – although we recommend that it is not included, these may contain certain Personal Data.</p> <p>Important notes:</p>	<p>Contractual Necessity in respect of posting reviews, comments and other submitted content.</p> <p>Legitimate Interests in respect monitoring the content of Children who are under 13 to remove any</p>

	<p>We encourage parents to discuss with their Children why they should NEVER include Personal Data in reviews or comments posted to the Site.</p> <p>For all Children who are under 13:</p> <ul style="list-style-type: none"> • we will moderate those Children's postings to remove Personal Data from them; and • we will not post such Children's username alongside their reviews or comments. 	<p>Personal Data – we consider this practice to be in the interests of the Children themselves, their parents, and ourselves.</p>
--	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------

Purpose limitation. We will only use Children's Personal Data for the purposes for which we collected it as listed above, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If we need to use Children's Personal Data for an unrelated purpose, we will update this Privacy Policy. Please note that we may process Children's Personal Data without their or their Parent's knowledge or consent, in compliance with the above rules, where this is required or permitted by law (including the GDPR).

What happens when you do not provide necessary Personal Data or you withdraw consent? Where we need to process a Child's Personal Data either to comply with law, or to perform the terms of a contract we have with them and they fail to provide that data when requested, we may not be able to perform the contract we have or are trying to enter into. Similarly, if we rely on Consent to process Children's Personal Data, they or their parent may withdraw that Consent, but if this happens, we may not be able to provide certain services or features.

International transfers. We are headquartered in the United States. The Personal Data that we collect from and about Children will be stored and processed in the United States and may be stored and processed in other countries outside of the EEA+. However, it is our policy to ensure that adequate contractual or other safeguards are applied to Personal Data transferred outside of the EEA+ where required by the GDPR. If you have questions about the safeguards applied to Children's Personal Data, you may contact us at compliance@commonsense.org.

Data security and retention. Our data security and retention practices are described in our general [Privacy Policy](#) – please see:

- **Data Security** – VI. Important Disclosures, Practices and Contact Information
- **Retention** – V. How Long We Keep Your Personal Information

Personal Data from Third Party Sources. We do not collect any Personal Data about Children from any third parties or publicly-available sources, other than from their parents (where they choose to give it to us).

Last Updated: September 28, 2020

Welcome to Blendspace, our presentation platform and related services (collectively, the “Service”). This Service is available to you on our Web site at <https://www.blendspace.com> (<https://www.blendspace.com>), as well as any mobile applications and other internet points of presence that we make available to you as part of the Service (collectively, the “Services”). Your use of the Service, means the Web-based services we make available to users.

1. MODIFICATIONS. We reserve the right to modify these Terms of Use by posting an updated version on

2. PRIVACY. Your use of the Service, and our use of any personal information and content you submit to the Service, is governed by our Privacy Policy ([/privacy](#)). The Privacy Policy also governs our collection and use of emails, names and school information. We encourage you to review our Privacy Policy to familiarize yourself with our privacy practices.

COPPA requires that online service providers obtain parental consent before they knowingly collect personal information from children who are under 13. Therefore, we only collect Personal Information through the Services from a student's school, district, and/or teacher has agreed (via the terms described in the Terms of Use) to obtain the Services and disclose Personal Information to us. A parent or guardian may sign up his or her child for the Services and disclose Personal Information to us. However, no child under 13 may send us any Personal Information unless his or her school, district or teacher and such school, district or teacher has obtained parental consent for the disclosure of Personal Information to us. If you are a student under 13, please do not send any Personal Information to us, and please do not send any Personal Information to us if your teacher has not obtained this prior consent from your parent or guardian, and please do not send any Personal Information to us in response to a request from you in connection with the Services. If we learn we have collected Personal Information from a student under 13 without consent from his or her parent or guardian or obtained by his or her school, district, and/or teacher, or if you have provided us personal information beyond what we request from him or her, we will delete that information. If you believe that a student under 13 may have provided us personal information in violation of this paragraph, please contact us at admin@blendspace.com.

If you are signing up for this service and creating accounts on behalf of student(s), you represent and warrant that you are a school administrator or otherwise authorized by a school or district to sign up on behalf of students or (b) if you are a school, district, or teacher, you represent and warrant that you are solely responsible for complying with the law. You must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the Services. You must provide parents and guardians with these Terms and our Privacy Policy. You must keep all consents on file and be able to request them. If you are a teacher, you represent and warrant that you have permission and authorization from your school or district to use the Services as part of your curriculum, and for purposes of COPPA compliance, you represent and warrant that you are using the Services on behalf of your school and/or district.

3. USING THE SERVICE. The Service allows users to organize their resource, resources from the web and use the Service, you must first create an account on our Site with a unique user name and password. You agree that all activity that occurs under your user account



Symbaloo's Privacy Policy

Symbaloo cares deeply about privacy, and we recognize that it is important to the educators, students, and parents we serve. Symbaloo is committed to following both its legal obligations and the best practices with regard to the gathering, usage, sharing, and storage of information in support of your institution.

The following privacy policy applies to personal data collected at www.symbaloo.com or other Symbaloo websites, and data collected through the provision of Symbaloo's products or services. Because Symbaloo gathers certain types of information from its users, it is important to us that you fully understand the terms and conditions regarding the information that we gather, store, and use.

Symbaloo collects personal data to operate, provide, and maintain Symbaloo's products and services. Collection of personal data allows Symbaloo to, for example, communicate with, support, and engage with its end-users, to provide customer support and service, to manage, improve, and develop existing and new products and services, and to inform end-users of new or improved products, services, or features. Such informing may include informing end-users via promotional e-mail. End-users may opt out of being informed via promotional e-mail in the future by following the unsubscribed procedure indicated in the e-mail.

Privacy and your Institution

Symbaloo offers many products and services that are provided to end users in connection with educational, corporate, or government institutions, which may have its own privacy guidelines. If you are an end user using a Symbaloo product or service in connection with your institution, Symbaloo recommends that you consult with your institution first in order to address any questions or concerns you may have. In many cases, Symbaloo's products or services are provided to the end user in a manner that is customized or customizable by your institution in order to permit your institution to best meet its needs and to best implement and comply with its own privacy guidelines.

If you are using Symbaloo's services through your institution, please note that this policy does not supersede the terms of any agreement Symbaloo's may have with your institution, nor does it affect the terms of any agreement between your institution and yourself or with any other third party. Please make sure that you read the terms of any privacy policy or any other agreement that you enter into with any party, including with your institution, as that policy or agreement may explain how your personal information will be collected, stored, and used. If you have any questions about any agreement between yourself and your institution, or between your institution and a party other than Symbaloo, those questions should be directed to your institution.

Information Symbaloo Collects

You are free to use many of Symbaloo's products or services without providing personal information. However, in order to use certain Symbaloo products or services, or would like to customize certain aspects of Symbaloo's products or services, you may be required to register with Symbaloo. When you register with Symbaloo, you will be asked to provide certain personal information, including but not limited to your name, your e-mail address, your country, and your language. This information will better enable us to provide Symbaloo's products and services to you and other users, and will help us improve Symbaloo's products and services.

Symbaloo's products and services may also provide the option for end users to voluntarily provide other personal information, generally for the purpose of enabling or enhancing a collective end-user experience. For example, registered users may voluntarily add certain personal information to their user profile, including but not limited to a personal biography, a city or state, a date of birth, a gender, and a profession or category of profession. Symbaloo offers users the ability to change this information at any time and as often as necessary by choosing the "edit personal information" option or other similar functionality associated with a registered user's profile. In addition, registered users of certain Symbaloo products or services used in connection with schools or other educational institutions may be asked to, but will not be required to provide other types of information, among which may include, without limitation, a name of an institution, a city, a state, province, or other administrative subdivision, an educational system, a type of institution, a grade level or other level of education, a subject of teaching or education, a name of a teacher, professor, or other educator, classes, courses, quizzes, or lessons previously or presently taught or enrolled in, such as

Symbaloo Learning Paths, questions or answers in any such classes, courses, or lessons, and grades or scores given or received in any such classes, courses, quizzes, or lessons.

Symbaloo also gathers data about the activities of its end-users in relation to the end-user's use of Symbaloo's products and services, both individually and collectively. This data includes, but is not limited to, the features of Symbaloo products or services that its end users are presently or have in the past accessed, the identity of non-Symbaloo products or services that are or have been identified, accessed or made accessible through Symbaloo's products or services, and website visitor statistics, such as IP addresses, sessions sources, and other data which tracks end-user access to Symbaloo's products or services. Such data may be sent by your browser or mobile device, and may also include the identity of your browser, mobile device, or operating system. We may analyze this data for the trends and preferences they reveal about our end-users and how our end-users use Symbaloo products or services, such as traffic, usage trends, and demographics. Such analysis may be performed with third-party analytics tools. We do not supply any of this data to third parties, except to the extent necessary to perform analysis of such data with third-party analytics tools.

When you access Symbaloo's products or services using a mobile device, including through a Symbaloo mobile application, Symbaloo may also have transmitted to it certain unique identification numbers or other identifiers associated with your device or Symbaloo's mobile application. This may include, for example, a Unique Device Identifier ("UDID"), a Google Ad ID, a Windows Advertising ID, A Unique ID for Advertisers ("IDFA"), a mobile carrier, a device type, model, and manufacturer, a mobile device operating system and version, a phone number, and depending on your mobile device settings, geographic location data such as GPS coordinates. Your mobile operating system may let you opt-out from having certain device identifiers used. You should refer to the instructions provided by your mobile device's manufacturer; this information is typically available under the "settings" function of your mobile device.

Social Spaces

Certain Symbaloo products and services may make social spaces available to end-users wherein end-users may publish or communicate information to, or otherwise interact with, other end-users. These may include chat rooms, message boards, forums, newsgroups, or other social spaces. Please keep in consideration that any information that you may disclose in any such social spaces will be viewable according to the nature

of that social space, and as such may be viewable by other registered end-users, subsets of registered end-users, or non-registered end-users. Caution should be exercised when personal information is disclosed by end-users within these spaces.

Certain Symbaloo products or services which make social spaces available to end-users may also include the ability for certain end-users and/or those end user's institutions to determine the appropriate privacy settings for those social spaces. All end-users of any social spaces are solely responsible for monitoring the privacy settings of the social spaces they decide to use and updating their privacy settings in order to protect their end-user data in accordance with their personal preferences.

Symbaloo's Use of Collected Information

Other than as specifically stated herein, the personal information that you supply to Symbaloo will not be given, rented, sold, loaned, or otherwise disclosed to any third party outside of Symbaloo or its agents unless (1) we have your express permission to do so, or (2) Symbaloo has a good faith belief that special circumstances make it reasonably necessary for Symbaloo to disclose such information. Such special circumstances include (i) to enforce the Symbaloo Terms of Use, (ii) to comply with a subpoena, summons, or other writ or court order in a legal proceeding, (iii) to respond to claims that the rights of third parties are violated by content appearing on Symbaloo's products or services, and (iv) to protect the rights, property, or personal safety of Symbaloo, any of its employees or users, or the public.

Symbaloo may use aggregated personal information in order to determine the demographics of our end-users and to distribute statistics or other information about Symbaloo and/or its products and services. This aggregate information does not identify specific end-users.

The internet servers that may host Symbaloo's products and/or services may also record certain non-personal information regarding the users that access those products and/or services as part of their standard operation. Such aggregated non-personal information may be used from time to time by Symbaloo for lawful purposes, such as to describe Symbaloo and/or its products and services to third parties.

Certain of Symbaloo's products, services, or features thereof may be offered in connection with a third party partner. In order to provide these products, services, or features thereof, it may be necessary for either you or Symbaloo to share your personal

information with this third party. If you do not want your information to be shared with that third party, you can choose not to permit such sharing by not using those particular products, services, or features thereof.

Symbaloo may also partner with third parties to provide certain limited services, such as customer support, event coordination and management, mailing, and web analytics. These third parties are only permitted access only to information that reasonably necessary for them to provide such limited services, are prohibited from using such information for any purpose other than those limited services, and are required to maintain the confidentiality of any such information which may be personal information.

Please also be aware that third party websites may be accessed or accessible through Symbaloo products and services, and that those third party websites may have their own information collection practices and policies that are not covered by this Privacy Policy. Symbaloo is not responsible for information collection practices and policies of any such third party websites.

Security

Symbaloo maintains reasonable administrative, technical and physical procedures to protect any information that may be stored in our servers, which are located in the United States and in other jurisdictions in which Symbaloo, its subsidiaries and affiliates maintain facilities. Security safeguards may include, without limitation, data encryption, firewalls, data use and access limitations, and physical access controls. If you have any questions about security, feel free to contact Symbaloo at the address listed below.

Cookies and Similar Technologies

A cookie is a small file placed onto your device that enables certain features and functionality. Like most providers of online services, Symbaloo uses cookies and similar technologies to ensure its end-users the best possible experience, such as to allow us to recognize you and/or your device on, off, and across Symbaloo's products and/or services, and to keep any user account you may have safe. The cookies and similar technologies used by Symbaloo will generally fall into one of the following categories:

Category	Why we use these Cookies
Preferences	We may use these cookies to remember your settings and preferences. For example, we may use these cookies to remember your preferred language.
Security	We may use these cookies to help identify and prevent security risks. For example, we may use these cookies to store your session information to prevent others from changing your password
Performance	We may use these cookies to collect information about how you interact with our services and to help us improve them. For example, we may use these cookies to determine if you have interacted with a certain page.
Analytics	We may use these cookies to help us improve our services. For example, we can use these cookies to learn more about which features are the most popular with our users.
Advertising	We may use these cookies to deliver advertisements, to make them more relevant and meaningful to our end-users, and to track the efficiency of our advertising campaigns

Your browser may provide you with the option to refuse some or all cookies. You may also be able to remove cookies from your browser. For more information about how to manage browser cookies, please follow the instructions provided by your browser.

Student Educational Records

Certain of Symbaloo's products or services may be offered to its end-users in connection with an agreement between Symbaloo and an educational institution. As such, certain information collected by Symbaloo in connection with those products or services may be "educational records" as defined by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232(g), and other applicable state laws. Symbaloo will not use any such educational records other than as authorized by that educational institution. Symbaloo will also consider such educational records to be confidential, and will not share it with any third party unless authorized by the terms or conditions of an applicable written agreement you or your institution have entered into with Symbaloo. If you have any question about reviewing, modifying, or deleting any such educational records, please contact your institution directly.

Children's Personal Information

Symbaloo does not knowingly collect any "personal information" of an individual under the age of 13 as defined by the Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. §6501, and other applicable state laws. If Symbaloo receives such personal information, it will assume that (1) the provider of such personal information has provided such information following having obtained the consent of a parent and/or guardian of that individual to provide such personal information, and (2) that the provider of such personal information has taken reasonable precautions to prevent individuals under the age of 13 from falsifying such consent. Symbaloo will not use any such personal information other than as authorized by an agreement entered into between the provider of that personal information, or that provider's institution, and Symbaloo. Symbaloo will also consider such personal to be confidential, and will not share it with any third party unless authorized by the terms or conditions of an agreement entered into between the provider of that personal information, or that provider's institution, and Symbaloo.

If you believe that Symbaloo has inadvertently collected personal information from an individual under the age of 13 without proper consent, or if you are a parent or guardian of an individual under the age of 13 and wish to review or delete any personal information Symbaloo may have collected about or from that individual, please contact Symbaloo at the address below.

Common ID Cookie

This site uses cookies and similar tracking technologies such as the Common ID cookie to provide its services. Cookies are important devices for measuring advertising effectiveness and ensuring a robust online advertising industry. The Common ID cookie stores a unique user id in the first party domain and is accessible to our ad partners. This simple ID that can be utilized to improve user matching, especially for delivering ads to iOS and MacOS browsers. Users can opt out of the Common ID tracking cookie by clicking [here](#).

Advertising Privacy Settings

FOR EU USERS ONLY: When you use our site, pre-selected companies may access and use certain information on your device and about your interests to serve ads or personalized content. You may revisit or change consent-choices at any time by clicking [here](#).

Changes to the Symbaloo Privacy Policy

If Symbaloo changes this Privacy Policy, it will post those changes at https://blog.symbaloo.com/disclaimer/disclaimer_us.html, so that you always know what information Symbaloo gathers, how Symbaloo uses that information, and under what conditions, if any, and to who Symbaloo will disclose such information. By using www.symbaloo.com and any other Symbaloo products or services, you agree and assent to the the Symbaloo Privacy Policy. If you do not agree to the Symbaloo Privacy Policy, or any changes made thereto, then please do not use www.symbaloo.com or any other Symbaloo products or services. Your continued usage of www.symbaloo.com or any other Symbaloo products or services following the posting of changes to the Symbaloo Privacy Policy will mean that you accept and agree to those changes.

Contact Symbaloo

Symbaloo takes all concerns about privacy and data usage very seriously. If you have any questions or concerns about the Symbaloo Privacy Policy, please contact us at one of the addresses listed below, and we will do our best to provide a prompt response to your question or concern.

If you believe that Symbaloo has inadvertently collected personal information from an individual under the age of 13 without proper consent, or if you are a parent or guardian of an individual under the age of 13 and wish to review or delete any personal information Symbaloo may have collected about or from that individual, please contact Symbaloo at one of the addresses listed below and we will do our best to promptly investigate and reply to your request.

Email us at:

violations [at] symbaloo.com

Write to us at:

[About Us / Privacy Policy](#)

Privacy Policy

Last Updated: May 20, 2021

Let's face it. You came to this page because you are concerned about your privacy. You don't know us and honestly... you just don't trust us. Are we right? That's perfectly understandable. There are a lot of fraudulent sites on the internet. We started this company to help churches, temples, schools, soccer moms, coaches, room parents and people just like us organize their lives. We want to be a company with integrity that will simplify life for our users, not take advantage them. SignUpGenius, Inc. and its affiliates are referred to hereafter as "SignUpGenius," the "Company," "we," "us," or "our."

[Email Us](#)

Our Policy:

We do not knowingly add users to our website without permission. A person can be added to our site (the "Site") when they register themselves to create a sign up form (a "Creator") or when someone invites them to a sign up form (a "Participant"). A Creator will provide certain information to us (e.g., name, email address, etc.) and will create a password. A Participant will provide his or her name plus any additional information that the Creator of that sign up page requests from each Participant. SignUpGenius does not and cannot control how the Creators of a sign up use the information you provide as a Participant. If a Creator adds your information to our site and you do not want to be a part of our service, [contact us](#) and our staff will delete you from our system.

How do we use and share your information? Below is a summary of the categories of personal information we collect, where we get it from, why we collect it, and with whom we may share it.

Category of Personal Information Collected	Source of Information	Purpose for Collection	Categories of Recipients
--------------------------------------------	-----------------------	------------------------	--------------------------

We value your privacy. We use cookies and other technologies to keep the site reliable and secure, tailor your experience, measure site performance and present relevant offers and advertisements, as described in our [Privacy Policy](#).

[Got it!](#)

Contact information , such as your name, address, email address, telephone numbers, or other contact information, provided by you or a Creator as part of the sign up application	From you or a Creator	To fulfill your requests for services and information; to improve our website's functionality; to improve our services; to communicate with you; to provide you with information about products and services that might interest you; and for internal business analysis or other business purposes	SignUpGenius; certain authorized third party vendors who help us provide specialized services (such as customer support, email and text message deployment, business analytics, marketing, and payment and data processing)
Login information , such as password and password reminder questions and answers	From you	To enable you to access the Site	This information is not shared outside SignUpGenius.

We value your privacy. We use cookies and other technologies to keep the site reliable and secure, tailor your experience, measure site performance and present relevant offers and advertisements, as described in our [Privacy Policy](#).

[Got it!](#)

Payment information , such as card type, card issuer, credit or debit card number, expiration date, CVV code, billing address, bank account number, and other bank account details	From you and your payment card issuer	To check that the right person is using the right card or account; to meet the requirements of the card brands or account issuers; and to make sure we are paid for what you buy	Our card processor stores all credit card information. They conduct the credit card transactions using commercially reasonable security precautions, controls, policies, and procedures, consistent with generally accepted data processing standards in the financial services industry. We only store a record that the transaction took place and the amount you donated in connection with your account information.
Information you provide about a third party: if you send someone else a communication from the Site, we may collect information such as that person's name, telephone number, email, and/or address.	From you	To communicate with the person at the address which you have requested	SignUpGenius; certain authorized third party vendors who help us provide specialized services (such as customer support, email and text message deployment, business analytics, marketing, and payment and data processing)

We value your privacy. We use cookies and other technologies to keep the site reliable and secure, tailor your experience, measure site performance and present relevant offers and advertisements, as described in our [Privacy Policy](#).

[Got it!](#)

<p>Legal information, such as fraud checks or flags raised about your transactions, the payment card you want to use, payment card refusals, suspected crimes, complaints, claims and accidents</p>	<p>From you, the police, crime and fraud prevention agencies, payment card providers, the public, regulators, your and our professional advisors and representatives</p>	<p>To protect you, other customers and our business against criminal activities and risks; to make sure we understand and can meet our legal obligations to you and others and can defend ourselves</p>	<p>SignUpGenius; our service providers who help us with fraud protection and credit risk reduction; law enforcement and other governmental authorities in accordance with applicable law</p>
<p>Communications from you, such as emails you send us, feedback forms you fill out, and phone calls, chats, or other communications with you (we will inform you at the start of video and phone calls that the call is recorded)</p>	<p>From you</p>	<p>To handle your requests and to contact you when necessary or requested, including responding to your questions and comments and providing customer support</p>	<p>SignUpGenius; certain authorized third party vendors who help us provide specialized services (such as customer support, email and text message deployment, business analytics, and marketing)</p>

We value your privacy. We use cookies and other technologies to keep the site reliable and secure, tailor your experience, measure site performance and present relevant offers and advertisements, as described in our [Privacy Policy](#).

[Got it!](#)

Device information , including log files, MAC address, IP address, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform, device type, and device identifiers	From you and from our website or app technology's interaction with your browser or devices	To improve our Site, services, customer service, and user experience	SignUpGenius; certain authorized third party vendors who help us provide specialized services (such as customer support, email and text message deployment, business analytics, marketing, and payment and data processing)
Information automatically collected from your browser , such as your browser type, viewed webpages, links that are clicked, IP address, mobile device identifier or other unique identifier, sites or apps visited before coming to our Site, the amount of time you spend viewing or using the Site, the number of times you return, or other click-stream or site usage data, emails we send that you open, forward, or click through to our Site	From you and from our website technology's interaction with your browser or devices and cookies tracking the pages you visit	To improve our Site, services, customer service, and user experience	SignUpGenius; certain authorized third party vendors who help us provide specialized services (such as customer support, email and text message deployment, business analytics, marketing, and payment and data processing); and third party ad networks as explained below

We value your privacy. We use cookies and other technologies to keep the site reliable and secure, tailor your experience, measure site performance and present relevant offers and advertisements, as described in our [Privacy Policy](#).

[Got it!](#)

Third party social media information: when you choose to interact with us or log in via social media platforms (such as Facebook, Twitter, and LinkedIn) we may automatically collect information such as your profile picture, contact list, education, work history, events, relationship status, likes, gender, location, URL, biography, or any additional image or information. We may also collect your communications with us through the third party social media platforms.	From you	To authenticate your identity and link your social media profile information to your SignUpGenius account	SignUpGenius; certain authorized third party vendors who help us provide specialized services (such as customer support, email and text message deployment, business analytics, marketing, and payment and data processing)
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------	-----------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Disclosure to Third Parties. We do not display your contact information publicly on our site or disclose personally identifiable information to third parties, except for when (1) we have your permission to make the disclosure, (2) the disclosure is necessary for the purpose for which the information was obtained, (3) a third party is assisting us to provide or manage the services or website, or (4) where otherwise stated in this policy. We also may disclose information where permitted by applicable law or when the disclosure is necessary, in our sole discretion, for the establishment or maintenance of legal claims or legal compliance, to satisfy any law, regulation, subpoena or government request, or in connection with litigation.

Business Transfers. In the event we are acquired by or merged or consolidated into another entity, or if there is a sale of our assets, your information may be transferred to the entity acquiring us or our assets or the entity that survives the merger or consolidation. You acknowledge and agree that in the foregoing circumstances, your information may be disclosed to such third party.

We value your privacy. We use cookies and other technologies to keep the site reliable and secure, tailor **Email Communications** to your interests, improve site performance and present relevant offers and advertisements, as described in our [Privacy Policy](#).

[Got it!](#)

You may have the opportunity to receive certain communications from us related to our Services. If you provide us with your email address in order to receive communications, you can opt out at any time by using the unsubscribe links at the bottom of our emails.

Please note that certain emails may be necessary to provide you with our Website or Services. You will continue to receive these emails, if appropriate, even if you unsubscribe from our optional communications.

We give the creator of the sign up choices about the privacy of his/her sign up form and what data he/she will collect. We offer multiple security settings that the Creator can choose to determine who can see a sign up page, who can sign up on the page, and what information is required to sign up for something. We let the Creator make these choices. SignUpGenius does not require contact information from Participants in order for them to participate on a sign up; however, we do give the Creator the ability to require certain contact information. The type of data collected from a Participant may include:

Requested Data	Is Required by SignUpGenius	Can be required by the Creator	Can be viewed publicly on internet
Name	Yes	Yes	Optional (Creator decides)
Email	No	Yes	No
Phone	No	Yes	No
Address	No	Yes	No
Creating a SignUpGenius Account	No	Yes	No
Custom Questions	No	Yes	No

We value your privacy. We use cookies and other technologies to keep the site reliable and secure, tailor your experience, measure site performance and present relevant offers and advertisements, as described in our [Privacy Policy](#). We do not publicly promote or link the web addresses of the sign ups on our site without approval of the Creator to try to ensure that only the people to which you promote your sign up will see it. The Creator has the option to promote the sign up page publicly or to a select group of people.

Got it!

Our site collects anonymous aggregate data and may choose to make some of this data public. Our site gathers anonymous aggregated data like web statistics and demographics statistics on our users. This data may be used to help us run our business, attract advertisers/investors, and measure the effectiveness of our marketing efforts. We may choose to share or publicize certain anonymous aggregated data about our site. However, because this data is anonymous and in summary form (e.g., does not include your name, email address, home address, etc.), no advertisers or third parties receive this private information about you. For details about the aggregate data, see the "Web Analytics" section in the technical details at the bottom of this page.

For our online advertisements, we do our best to avoid inappropriate or offensive ads. Advertising that you see on our site comes from various sources. An advertisement could be from a company that we partnered with directly. Alternatively, an advertisement could be provided to us by an advertising network that programmatically fills the ad slot, including but not limited to Google's DoubleClick Ad Exchange or Google AdSense, to automatically fill our advertising inventory. For ads that are provided programmatically, we do attempt to filter out sensitive or controversial categories where possible through our account settings. While we do not manually preview every ad before it is served, we periodically monitor the advertising and block any advertisement that we deem offensive or inappropriate. We are in no way responsible for the content of an advertiser's website if you choose to click on an advertisement. We also offer the ability to remove advertisements from your sign ups with a [paid subscription](#) for those who prefer it.

We allow and may assist third-party ad networks or vendors in collecting non-personally identifiable information (non-PII) in order to serve relevant advertising both on our site and elsewhere. Like many web sites, we partner with ad networks that utilize contextual marketing, which is targeted advertising based on user data, such as web behavior. Ads on our site or in our emails may utilize data collected on other sites. Conversely, data collected on our site or via our emails may impact ads seen across different channels and platforms, including but not limited to, computers, mobile devices, and TV addressability. Information gathered is generally used for geo-targeting purposes (showing New York real estate ads to someone in New York, for example) or showing certain ads based on specific sites visited (such as showing cooking ads to someone who frequents cooking sites). For the technical details related to contextual marketing and opt-out information, please see the "Third-Party Ad Networks" section below.

We take precautions, but cannot provide guarantees. We do our best to secure your data through the programming of our services and the use of security measures that we deem appropriate for the type of data we collect. We use cookies and other technologies to keep the site reliable and secure, tailor your experience, measure site performance and present relevant offers and advertisements, as described in our [Data Privacy Policy](#). However, we cannot completely guarantee that no part of our system or site will ever

Got it!

fail or be compromised. If you ever suspect that our site or services has contributed to your personal information being compromised, please [contact us](#) immediately so that we can investigate and try to resolve the matter.

Technical Details:

Cookies

A cookie is a small amount of data, which often includes an anonymous unique identifier, that is sent to your browser from a web site's servers and stored on your computer's hard drive. Cookies are required for our service. We use cookies to track and record user session information. Some examples include keeping you logged into your account while keeping your session secure, views of specific pages or modals, and the number of password reset requests. We do not use permanent cookies but will require users to log in periodically to our site in order to help protect your account information.

For a summary of the kinds of first and third party cookies in use by SignUpGenius and its third party partners visit this [Cookie Table](#).

Web Beacons

Additionally, emails we send may contain a bit of code known as a "web beacon." This code allows us to understand the time and date of when a user has opened an email and when he/she has utilized a link within the email to visit a website. Our web beacons do not collect personally identifiable information and you may disable our web beacons. Please see your email client for more information regarding disabling web beacons. If you would like to request your SignUpGenius account data or deletion of your data, please [click here](#).

Log Files

Like many other web sites, the Company makes use of log files. The information inside the log files includes internet protocol (IP) addresses, type of browser, Internet Service Provider (ISP), date/time stamp, referring/exit pages, and number of clicks to analyze trends, administer the site, track user's movement around the site, and gather demographic information.

Web Analytics

We value your privacy. We use cookies and other technologies to keep the site reliable and secure, tailor your experience, measure site performance and present relevant offers and advertisements, as described in our [Privacy Policy](#). In addition to our own programming, we use web analysis services, such as Google Analytics, to compile aggregated statistics. Web analytics services utilize the data collected to track and examine the use of our site, to prepare reports on its activity, and share them with other services. The

providers of the web analysis services may use the data collected to contextualize and personalize the ads of its own advertising network. the Company may utilize additional features of such web analytics services. Data that is collected may include: cookie data, usage data, geographic data, demographic data, and interest data. For more info on Google's privacy policies, visit the [Google Privacy Center](#). Visitors can opt-out of Google Analytics for Display Advertising and customize Google Display Network ads using [Google's Ads Settings](#). Google also offers an [opt-out browser add-on](#).

Third-Party Ad Networks

We partner with third-party ad networks. The use of cookies and/or web beacons to collect data is used in the ad serving process. SignUpGenius does not have access to this data. The third-party ad networks may use the DART cookie, which collects data when an ad is viewed or clicked on, to serve ads to our users based on their previous visits to our sites and other sites on the Internet. For ads utilizing the Google advertising system, users may opt out of the use of the DART cookie for interest-based advertising by visiting [Google's Ads Settings](#). For further details on Google and their privacy policy, see the [Google Privacy Center](#). In addition, SignUpGenius allows other trusted third-party companies or vendors to collect certain non-personally identifiable information. Our partners may place or recognize a cookie on your computer, device, or directly in our emails/communications. These partners may utilize cookies, pixels or other technologies to collect and use non-personally identifiable information (e.g., hashed data, click stream information, browser type, time and date, subject of advertisements clicked or scrolled over, or other non-personally identifiable data) during your visits to this and other web sites in order to provide advertisements about goods and services likely to be of greater interest to you. To learn more about this behavioral advertising practice or to opt-out of this type of advertising, you can visit the websites of the Digital Advertising Alliance at www.aboutads.info and Networking Advertising Initiative at www.networkadvertising.org/choices/.

Privacy Protections for Children

Our Site is not directed to children generally, including children under the age of thirteen (13). We do not knowingly collect personal information from persons under the age of thirteen (13) without verifiable parental consent. If we learn that a child under the age of thirteen (13) has submitted personally identifiable information online without parental consent, we will take all reasonable measures to delete such information from our databases and to not use such information for any purpose (except where necessary to protect the safety of the child or others as required or allowed by law). **We value your privacy.** We use cookies and other technologies to keep the site reliable and secure, tailor your experience, measure site performance and present relevant offers and advertisements, as described in our [Privacy Policy](#). If you become aware of any personally identifiable information we have collected from children under thirteen (13), please contact us at data-requests@signupgenius.com.

For California Visitors Only: Your California Privacy Rights

California residents who provide personal information in obtaining products or services for personal, family, or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared with third parties for their own direct marketing purposes, including the categories of information and the names and addresses of those businesses with which we have shared such information. As discussed elsewhere in this Privacy Policy, we do not currently share the personal information of California residents with third parties for their own direct marketing purposes. However, if you have further questions about our privacy practices and compliance with California law, please contact us as explained below.

If you are a California resident, the California Consumer Privacy Act provides you with the following rights with respect to your personal information:

- The right to request to know the categories or specific pieces of personal information we have collected, used, disclosed and sold about you. To submit a request to know, you may email us at data-requests@signupgenius.com or visit <https://www.signupgenius.com/personal-data-request>. You also may designate an authorized agent to make a request for access on your behalf on our website at <https://www.signupgenius.com/authorized-agent-request>.
- The right to request that we delete any personal information we have collected about you. To submit a request for deletion, you may email us at data-requests@signupgenius.com or visit <https://www.signupgenius.com/personal-data-request>. You also may designate an authorized agent to make a request for deletion on your behalf on our website at <https://www.signupgenius.com/authorized-agent-request>.
- The right to request to opt-out of the sale of your personal information by visiting <https://www.signupgenius.com/personal-data-opt-out>. You also may designate an authorized agent to make a request to opt-out of the sale of your personal on your behalf on our website at <https://www.signupgenius.com/authorized-agent-request>. Please see below for the categories of personal information we have sold about you in the preceding 12 months.

When you exercise these rights and submit a request to us, we will verify your identity by asking you to log in to your account if you have one with us. Or if you do not, we may ask for your email address and require additional verification. We also may use a third party verification provider to verify your identity.

The fact that you have elected to exercise these rights will have no adverse effect on the price and quantity of our services. **We value your privacy.** We use cookies and other technologies to keep the site reliable and secure, tailor your experience, measure site performance and present relevant offers and advertisements, as described in our Privacy Policy. As set forth below, California law requires us to identify, for the 12-month period prior to the date of this Privacy Policy, what information we have "sold" about you. Please be assured that we do not sell or rent your information to third parties purely for our profit, to data brokers, or in any way other than ^{Got it!}

those intended to improve your online experiences and the relevance of offers made to you through SignUpGenius and elsewhere. Instead, there are instances where SignUpGenius has shared personal information in order to provide our customers with personalized services or customized offers to improve your online experiences through our Services or elsewhere. We do this in ways that are intended to extend the SignUpGenius experience to our customers in a variety of environments. Depending on the circumstances and the contractual obligations in place, this sharing may be a “sale” under applicable law and you may have the right to request that we stop such sharing as more fully set forth below. This sharing may include:

- identifiers such as a real name, alias, postal address, unique personal identifier (such as a device identifier; cookies, beacons, pixel tags, mobile ad identifiers and similar technology; customer number, unique pseudonym, or user alias; telephone number and other forms of persistent or probabilistic identifiers), online identifier, Internet Protocol address, email address, account name, and other similar identifiers;
- commercial information, including records of services purchased, obtained, or considered, and other purchasing or consuming histories or tendencies;
- Internet and other electronic network activity information, including, but not limited to, browsing history, search history, and information regarding your interaction with websites, applications or advertisements; and
- inferences drawn from any of the information identified above to create a profile about you reflecting your preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.

Minors Under 18 in California

Minors under 18 years of age in California may have the Personal Information that they provide to us through the Site deleted by sending an email requesting deletion to data-requests@signupgenius.com. Please note that, while we make reasonable efforts to comply with such requests, deletion of your personal information does not ensure complete and comprehensive removal of that data from all systems.

California Do Not Track Disclosure

Some Internet browsers include the ability to transmit “Do Not Track” signals, which is a privacy preference that indicates to websites and other services that users do not want to be tracked by websites and other services. Since uniform standards for “Do Not Track” signals and advertisements have not been adopted, SignUpGenius does not process or respond to “Do Not Track” signals.

Privacy Information for Visitors from the EU

[Got it!](#)

If you are in the European Union (EU), you have certain rights in relation to your personal information under the EU's General Data Protection Regulation 2016/679 (GDPR) and other applicable European data privacy laws.

The Company is the controller of personal data submitted by you or otherwise collected when you use the Site and Services. Please note, however, that the Company is not the controller of third-party data you may submit to our Service. We process such information within the Service solely in the processor's role and, depending on the scope of your activity, you may be the data controller.

Rights to Control Your Personal Information

You have certain rights with regard to your personal information under the European data privacy laws. If you would like to request a copy of your personal information being held by us, request that your personal information is deleted, request to update and/or correct your personal information, or request that we provide a copy of your personal information to another data controller, please contact us. We will aim to respond to your request within one calendar month of receipt of your request. Where we are unable to do so within the calendar month, we will notify you of the soonest practicable time within which we can respond to your request (and within three months from the date of your request). There are certain exemptions and restrictions of these rights under the European data privacy laws that enable personal information to be retained, processed or withheld from access and we will inform you of these restrictions if they apply.

We use your Personal Information for the following key purposes, as described above in the Privacy Policy:

- to contact you;
- for legal purposes;
- for our legitimate interests and those of a third party; and
- for our business purposes.

International Transfers

Your personal information will be processed in the US (which may have less stringent data privacy laws compared to those in your country of residence) and we also transfer your personal information to the recipients described in this Privacy Policy. Where this occurs, you acknowledge and where required, **We value your privacy.** We use cookies and other technologies to keep the site reliable and secure, tailor consent to such transfer in accordance with this Privacy Policy, your experience, measure site performance and present relevant offers and advertisements, as described in

our Privacy Policy.
Sharing your personal information

Got it!

We share your personal information with third parties to help us use your personal information, as described in the Privacy Policy.

Tracking Tools ("Cookies")

We use cookies as described in our Privacy Policy. You may choose to block or delete cookies, but doing so may cause certain features of our Site to not operate correctly.

Contact us

You may access, download, change, or modify your personal information by contacting us. You may also exercise your right to prevent us from sharing your personal information at any time by contacting us as described below under the Contact Us section.

Visitors from Outside the United States—Cross-Border Transfer

The Website is hosted in the United States. If you are visiting the Website from outside the United States, your information may be transferred to, stored and processed in the United States or other countries in accordance with this privacy policy. The data protection and other applicable laws of the United States or other countries may not be as comprehensive as those laws or regulations in your country or may otherwise differ from the data protection or consumer protection laws in your country. Your information may be available to government authorities under lawful orders and law applicable in such jurisdictions. By using the Website and/or providing personal information to us, you consent to transfer of your information to our facilities as described in this Privacy Policy.

Contact us

If any of the items above are unclear or you have further questions, or if you would like to request a copy of this Privacy Policy in a different format, please contact us at

SignUpGenius
8008 Corporate Center Dr
Suite 410
Charlotte, NC 28226

We value your privacy. We use cookies and other technologies to keep the site reliable and secure, tailor your experience, measure site performance and present relevant offers and advertisements, as described in our [Privacy Policy](#).

[Got it!](#)

GoNoodle Privacy Policy

Last updated: November 2, 2020

This privacy policy ("Privacy Policy") is about how GoNoodle, Inc. ("GoNoodle," "we," "us," or "our") will collect and use any information given to us by users of GoNoodle.com (the "Site"), the GoNoodle mobile phone applications (the "Apps") or other online services offered by GoNoodle (collectively, together with the Site and the Apps, the "Services").

If you are a child (under 13 years old) and need help understanding this policy, you should ask a grown-up to read it and explain it to you.

WHAT INFORMATION DOES GONOODLE COLLECT FROM UNREGISTERED USERS?

Family users may access our Services without registering for an Account, as defined in our Terms of Service. For Non-Account holders, we may collect the following (collectively, "Non-Personal Data"):

- IP Address;
- Device ID (when accessed through Apple TV);
- Zip Code;
- Operating system;
- URL of the site users came from;
- Browser version;
- Pages user visit;
- Search terms within our Services; and
- Other "clickstream" data.

We may collect this Non-Personal Data ourselves or use a third party to collect and process the information on our behalf. A list of third parties who collect, use, or store our user's personal information can be found on our Third Party List.

WHAT INFORMATION DOES GONOODLE COLLECT FROM REGISTERED GROWNUPS?

Parents, legal guardians, or other adults in the home ("Grown-Ups") will need to register to create a Family Account. When a Grown-Up registers to create a Family Account, we collect the following information from the Grown-Up:

- **Email address;**
- **Zip Code;**
- **IP Address;**
- **Zip Code;**
- **Password;**
- **Pages user visit; and**
- **Search terms within our Services.**

WHAT INFORMATION DOES GONOODLE COLLECT FROM REGISTERED EDUCATORS?

When an Educator registers to create an Educator Account, we collect the following information from the Educator:

- **First name;**
- **Last name;**
- **Email address;**
- **Zip code;**
- **Password;**
- **School Name; and**
- **If the Educator directly purchases the premium version of GoNoodle ("Plus"), billing information, including but not limited to credit card number and billing address to be processed by our third-party partner to complete the purchase.**

Educators may be provided with the opportunity to request start-up kits for the Services or to participate in promotions, in which case, we will also collect a school mailing address so that we can fulfill the request or deliver any awarded prizes or premiums.

Once the Educator Account is created, we collect the following information from the Educator:

- **Class Name;**
- **Grade Level;**
- **Number of Students in the class;**
- **Zip code; and**
- **Password.**

Note: Students do not create Educator Accounts and are not intended to. Further, students cannot access Plus directly. Accordingly, we do not knowingly collect Personal Data from or about students through Educator Accounts. Instead, the Educator Account is created, and the Services displayed, by the educator to the class.

When a Grown-Up chooses to enroll in our GoNoodle Family Club in order to receive GoNoodle perks, free merchandise, offers, and exclusive/early access to GoNoodle content, we collect the following information from them:

By regular mail:

- **First Name;**
- **Last Name;**
- **Email Addresses;**
- **Zip code;**
- **Birth Year;**
- **Number of children;**
- **Ages of children; and**
- **Parental Identifier (mom, dad, or caregiver).**

WHAT INFORMATION DOES GONOODLE COLLECT FROM CUSTOMERS OF THE GONOODLE STORE?

If a Grown-Up or Educator wishes to make a purchase through the GoNoodle store, they will be asked to provide:

- **First Name;**
- **Last Name;**
- **Email Addresses;**
- **Shipping address;**
- **Billing address; and**
- **Credit card information.**

This information is collected by the third-party partner that manages our store and is used to fulfill purchases.

WHAT INFORMATION IS GONOODLE CAREFUL NOT TO COLLECT?

Personal Data is information which is related to an identified or identifiable natural person, including information that directly or indirectly identifies a natural person. GoNoodle never collects Personal Data from children. We place account registration for all child-directed properties behind an age-gate, to prevent children from inadvertently registering.

Beyond what is disclosed above, GoNoodle only collects Personal Data from children under the age of thirteen (13) after notifying the child's Grown-Up and getting consent in advance. In the event that we learn that we have accidentally collected such

HOW DOES GONOODLE USE THE INFORMATION IT COLLECTS?

Depending on whether a user is an unregistered user, a Grown-Up registered for a Family Account, or an Educator registered for an Educator Account, GoNoodle may use the information it collects in different ways. However, regardless of whether or not a user is registered for an account and irrespective of the type of Account for which the user is registered, by accessing and/or using the Services, users accept and agree to be bound by this Privacy Policy, our Terms of Service, and End User License Agreement, which are incorporated by reference here.

For Grown-Ups registering for Family Accounts, we use the Grown-Up's email address to send Account verification emails and to send updates about how the Services are being used. Once the Grown-Up clicks the link in the Account verification email, the Account is created and a zip or other postal code is assigned to the Account based on the IP address. If a Grown-Up does not complete registration within seven (7) days of the verification email, GoNoodle deletes the Personal Data associated with the Account set up from its records.

Once registered for a Family Account, we may collect and retain contact and other Personal Data from the Grown-Up in a number of ways, such as when the Grown-Up places an order, requests email updates or other information, completes customer surveys, or submits a feedback or contact form. We use the zip code to display local underwriters and sponsors. When a user contacts us by phone, email, or postal mail, we may also receive and process that user's Personal Data.

In addition to the Personal Data we collect, we create aggregated, de-identified data and use it to inform improvements to our Services, to demonstrate the efficacy of our Services, and to develop new educational services. We share aggregated, de-identified information with our sponsors to let them know how many users viewed and interacted with their materials but this information does not identify any individual. We do not sell Grown Ups' Personal Data.

We engage third-party service providers that help us administer and provide the Services (for example, a web hosting company whose services we use to host our application). In some cases, these third parties need access to your Personal Data, and so we may share your Personal Data to the extent necessary in order for them to be able to perform those services for us. We maintain and regularly update an active Third Party List of service providers who have access to our users' Personal and Non-Personal Data.

For Educator Account holders, we use the information we collect to create the Account, associate the Account with the correct school, and better understand the geographic distribution of our user base, as examples. We also collect your date of birth to verify your eligibility for the Services, however we discard it once registration is complete.

provide aggregated usage information to a sponsor that purchased Plus for a teacher, school, or district. GoNoodle does not share Educators' names or sell Educators' Personal Data.

If we want to share your Personal Data in a way that is materially different than we have described in this Privacy Policy, we will notify you in advance and obtain your consent in accordance with applicable law.

HOW DOES GONOODLE USE COOKIES?

GoNoodle also uses "cookies" to enhance your Site visit. A "cookie" is information either temporarily or permanently stored in a file on your computer. You can set your browser to reject cookies, but that may limit your use of some GoNoodle features. For more information on cookies and how GoNoodle uses them, please see our Cookie Notification.

DOES GONOODLE USE THIRD-PARTY TRACKING?

GoNoodle may, from time to time, serve targeted contextual advertising to its users on the Services. This is commonplace on the Internet. When anyone uses the Internet, unaffiliated parties such as ad networks, web analytics companies, and social networking platforms may collect information about users' 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 GoNoodle users, and those companies may use cookies, clear GIFs, and other tracking technologies. Notwithstanding the foregoing, GoNoodle does not utilize third party trackers on portions of the Services commonly accessed by children (for example, certain social media pixels are only utilized on the GoNoodle Corporate Website and never utilized on the Family Account Page).

For more information about third-party advertisers and how to prevent them from using your information, visit the NAI's consumer website at <http://www.networkadvertising.org/choices> or <http://www.aboutads.info/choices/>. If you want to opt out using these tools, you need to opt out separately for each of your devices and for each web browser (such as Google Chrome, Firefox, or Safari) that you use on each device.

HOW GONOODLE COMMUNICATES WITH USERS

We do not send marketing messages to children. We do send emails to Grown-Ups or Educators with information about our Services that we believe may be of interest when these users have opted in to receive those messages. Users may opt out of receiving email messages by contacting us at support@gonoodle.com or by clicking on the "unsubscribe" link found at the bottom of every email that we send.

GoNoodle events, updates, and other activities, and users may provide us with additional information when they participate in these activities.

In addition, users may provide us with additional information when they fill out the feedback or support contact forms. We use the information provided to respond to their concern.

ACCESSIBILITY STATEMENT

GoNoodle is committed to making the Site, Apps and Services accessible to everyone. We continue our mission to follow Web Content Accessibility Guidelines (WCAG) and use Accessible Rich Internet Applications (ARIA) specification to help support people with disabilities.

If you do encounter any difficulty using GoNoodle, please reach out to us via support@gonoodle.com with details about the section or webpage, and we will make all reasonable efforts to make that page accessible.

SECURITY

We are committed to protecting the security, integrity, and confidentiality of all user data through the use of commercially-reasonable physical, technical and administrative safeguards. GoNoodle stores data in secure cloud-based environments and uses server authentication and industry-standard firewalls in an effort to prevent interference or access from outside intruders. We also require unique account identifiers, user names, and passwords that must be entered each time users access the Services.

Nonetheless, despite GoNoodle's security efforts described above, it is common knowledge that transmission of information via the Internet is not wholly secure, and we cannot guarantee the security of your Personal Data transmitted to or through any of our Services. Any transmission of Personal Data is at your own risk. By using our Services, you acknowledge and accept these risks. As a result, we cannot guarantee or warrant the security of any information you disclose or transmit to us or that are otherwise provided to us and we cannot be responsible for the theft, destruction, or inadvertent disclosure of information. It is your responsibility to safeguard any passwords, ID numbers, or other special access features associated with your use of the Services. Any transmission of information is at your own risk. By using our Services, you acknowledge and accept these risks.

You are responsible for maintaining the confidentiality of your user name and password, as well as the credentials of any other users operating under your Account. If you become aware of, or suspect, any unauthorized use of an Account or loss of your or your users' Account credentials or suspect any other security incident related to GoNoodle, notify us immediately at privacy@gonoodle.com.

DATA RETENTION AND PRIVACY REQUESTS

Data.

If you would like to access, review, update, rectify, and delete any Personal Information we hold about you, or exercise any other data subject right available to you under the EU General Data Protection Regulation (GDPR) or CCPA, fill out and submit this GoNoodle Privacy Portal Form. Our privacy team will examine your request and respond to you as quickly as possible. We will honor deletion requests for deleting the Account and the associated Personal Data within thirty (30) days.

When you delete your Account, it cannot be recovered. Please note that we do retain aggregated, de-identified data for the purposes described above.

GDPR: DATA COLLECTION IN THE EEA

Under the General Data Protection Regulation (EU) 2016/679 (known as, “GDPR”), GoNoodle functions as a “data controller” when we process certain Personal Data from Grown-Ups who access GoNoodle through a Family Account and for Educators who create an Educator Account in order to maintain and provide the Services, and for any marketing communications that Educators and Grown-Ups may opt in to receive.

In these situations, the data processing and protection practices are explained in this Privacy Policy, the Terms of Service, as well as with, where applicable, a contractual agreement with the educational institution with which the Educator users are affiliated.

If you are a user accessing our Services from within the EEA (such user herein referred to as a “Data Subject”), we may ask for your consent so that we may process your Personal Data. For example, we will ask for your consent to send you marketing information. However, in certain situations, applicable data protection law allows us to process your Personal Data without needing to obtain your consent. For example:

- **To perform our contractual obligations to you, including fulfilling your orders or requests you have made, contacting you in relation to any issues with your use of the Services, or where we need to provide your Personal Data to our service providers who help us operate the Services.**
- **To comply with laws, regulators, court orders, or other legal obligations.**
- **To fulfill our “legitimate interests,” including to communicate with you regarding the Services including about changes to the Services, to respond to your questions about your use of the Services, to support our investigation of suspected illegal activity, to protect and defend our rights and property, or the rights or safety of others, to develop, provide, and improve our Services and to enforce our Terms of Service, End User License Agreement, and this Privacy Policy.**

To fulfill or meet the reason you provided the information. For example, if you share your name and contact information to ask a question about our products or services, we will use that Personal Data to respond to your inquiry. If you provide your Personal Data to purchase a product, we will use that information to process your payment and facilitate delivery. We may also save your information to facilitate new product orders or process returns;

- **To fulfill our reporting obligations to underwriters, sponsors, and other partners as described in our Privacy Policy, and to inform our Board of Directors;**
- **To provide, support, personalize, and develop our Services and products, including without limitation, receiving, processing, and responding to feedback;**
- **To our third party service providers to allow them to provide features on our behalf as described below;**
- **To create, maintain, customize, and secure your account with us;**
- **To personalize your experience with the Services and to deliver content, product, and service offerings relevant to your interests and/or geographic location, including targeted offers and ads through our Services, third-party sites, and via email or text message (with your consent, in accordance with applicable law);**
- **For testing, research, analysis, and product development, including to develop and improve our Services and products through focus groups and surveys;**
- **To communicate information to you (e.g., new features, products, or services), and to send you relevant emails and communications that may be of interest to you and that you have opted in to receive;**
- **To help maintain the safety, security, and integrity of our Services, databases, and other technology assets, and business, including without limitation, to investigate suspected violations of our Terms of Service, suspected fraud, or other unlawful activity;**
- **To enforce our agreements, terms, conditions, and policies, and to notify you of any updates to the same;**
- **As may be required by law or by a court order, in which case we shall attempt to notify you and work with you to seek to limit the scope of the required disclosure;**
- **As described to you when collecting your Personal Data or as otherwise set forth in this Privacy Policy;**
- **To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as an ongoing concern or as part of bankruptcy, liquidation, or similar proceeding, wherein Personal Data held by us about our users is among the assets transferred, in which case your information will remain subject to the terms of this Privacy Policy; and**
- **With your consent and as permissible under applicable laws and regulations.**

where we are operating as a Processor, you may have similar rights with the controller. In those circumstances, please contact your controller to exercise your rights. We will work with them and with you to address any requests you may have related to exercising your rights as described below.

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 act in accordance with applicable laws.

- **Right of access.** You may obtain confirmation about whether Personal Data concerning you is processed, and request access to the Personal Data, including the purposes of the processing, the categories of Personal Data concerned, a copy of the Personal Data, 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.
- **Right to rectification.** You may have inaccurate Personal Data concerning you corrected. Depending on the purposes of the processing, you may have the right to have incomplete Personal Data completed, including by providing a supplementary statement.
- **Right to erasure ("right to be forgotten").** Under certain circumstances, you may have Personal Data concerning you erased.
- **Right to restriction of processing.** Under certain circumstances, you may restrict us from processing your Personal Data. In this case, the respective data may only be processed by us for certain purposes.
- **Right to data portability.** Under certain circumstances, you may receive the Personal Data concerning you in a structured, commonly-used, 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 object, on grounds relating to your particular situation, or at any time where Personal Data are processed for direct marketing purposes to the processing of your Personal Data by us, and we can be required to no longer process your Personal Data. If Personal Data concerning you is processed for direct marketing purposes, you also have the right to object at any time to the processing of that Personal Data for that marketing, including profiling to the extent that it is related to the direct marketing. In this case we will no longer process your Personal Data for such purposes.

If you have provided your consent for our processing of your Personal Data, you may revoke that consent at any time by filling out and submitting this GoNoodle Privacy Portal Form. That withdrawal will not impact the lawfulness of the processing prior to your revocation of consent.

will be transferred to, processed, and stored in the United States, where it will be treated in accordance with this Privacy Policy and applicable privacy laws in the United States and the EU. These laws may be different from the privacy laws in your country and with regard to which an adequacy decision by the European Commission does not exist.

However, this does not change our commitments to safeguard your privacy and we will comply with all applicable laws relating to the cross-border data disclosure of your Personal Data. Where required, we implement Standard Contractual Clauses with our third parties pursuant to the requirements of the EU General Data Protection Regulation ("GDPR"), and you may request a copy of the Standard Contractual Clauses by emailing us at privacy@gonoodle.com.

CALIFORNIA AND CCPA PRIVACY RIGHTS AND DISCLOSURES

If you are a child (under 13 years old) living in California and need help understanding this "California and CCPA Privacy Rights and Disclosures" section, you should ask a Grown-Up to read it and explain it to you.

This California Privacy Policy ("Privacy Notice") provides the information required under the California Consumer Privacy Act of 2018 ("CCPA") and applies to GoNoodle's activities relating to California Consumers' Personal Data.

California Civil Code Section 1798.83 permits users of the Site and the Apps who are California residents to request and obtain from us a list of what Personal Data (if any) we disclosed to third parties for direct marketing purposes in the preceding calendar year and the names and addresses of those third parties. Requests may be made only once a year and are free of charge. Under Section 1798.83, California residents are entitled to request and obtain such information, by filling out and submitting this GoNoodle Privacy Portal Form, or calling this toll-free number:

1-800-514-1362

You can also request to review, correct, update, or have deleted your Personal Data from our database by submitting this GoNoodle Privacy Portal Form or calling the toll-free number above.

DATA PROTECTION OFFICER

Our appointed Data Protection Officer is Lizzie Keiper. If you have an inquiry regarding your Personal Data, pursuant to the rights listed in the preceding section (above), please send your message to the following:

- **Attn: Lizzie Keiper**
- **Data Privacy Inquiry**

we may make changes to this Privacy Policy from time to time, and you should review it periodically so that you know about the changes. Changes are effective once posted on the Services. If we make any material changes to this Privacy Policy, we will notify and obtain prior consent of the Account holder using the email address provided during registration or otherwise as required by law.

CONTACT US

If you have any questions or comments about our Privacy Policy, please contact us at:

By email: privacy@gonoodle.com

By telephone: 800-514-1362

By regular mail: Privacy Request GoNoodle, Inc.

209 10th Avenue South

Suite 517

Nashville, TN 37203



[Grownups](#)

[What's New](#)

[Contact](#)

[Privacy Policy](#)

[Press and Media](#)

[Ways to Partner](#)

[Terms of Service](#)

[Careers](#)

[Cookie Policy](#)

[Accessibility Statement](#)

Available On:

be disclosed to the customer's financial institution and Nearpod's payment processing vendor for the purpose of processing payment for the Nearpod Materials ordered.

Basis for Processing Information:

Authorization is given to Nearpod and its processors to collect, process and otherwise handle Personal Information under this Privacy Policy and the Nearpod Terms and Conditions when an Educator Nearpod User or Institution purchases the Nearpod Materials, as well as when an Educator Nearpod User establishes an end-user account and registers to use the Nearpod Materials.

Further authorization is given to collect, process, and otherwise handle Personal Information of a Student Nearpod User under this Privacy Policy and the Terms and Conditions when an Educator generates an access code through use of the Nearpod Materials and provides the access code to a Student Nearpod User or when an Institution elects to opt in to Student Accounts. Educator Nearpod Users and their Institutions are responsible to obtain any additional legally required consents for Student Nearpod Users.

Compliance with Privacy Laws:

FERPA

Nearpod and the Nearpod Materials comply with and are designed to allow responsible parties to comply with applicable law, including the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g, 34 CFR Part 99 (FERPA) in receiving and handling personally identifiable information from education records as a "school official" under FERPA.

COPPA:

Nearpod relies on the Institution's consent in lieu of a parent in collecting verifiable consent of students under the age of 13.

CCPA:

California state residents may have additional rights under the California Consumer Privacy Act of 2018 (CCPA). For more information, please see our California State Privacy Policy Supplement.

Nevada SB 220:

Nevada state residents may have additional rights under the Senate Bill 220. If you have any questions regarding your rights, please do not hesitate to contact us at: privacy@nearpod.com.

GDPR

Privacy Shield:

Nearpod complies with the EU-US Privacy Shield Framework and the Swiss-US Privacy Shield Framework as set forth by the US Department of Commerce and the provisions of the European General Data Protection Regulation ("GDPR") regarding the collection, use, and retention of personal information from European Union, Switzerland, and the United Kingdom to the United States. If there is any conflict

between the terms of this privacy policy and the Privacy Shield Principles, the Privacy Shield Principles shall govern. Nearpod has certified to the Department of Commerce that it adheres to these Privacy Shield Privacy Principles. To learn more about the Privacy Shield program, and to view Nearpod's certification, visit www.privacyshield.gov. With respect to personal data received or transferred pursuant to the Privacy Shield Framework, Nearpod is subject to the regulatory enforcement powers of the U.S. Federal Trade Commission. For purposes of Article 14(2) of the GDPR, Nearpod relies on the following lawful basis for processing Personal Data: consent, compliance with law and legitimate interest.

On request from our customers, Nearpod will execute Standard Contractual Clauses ("SCC") as set forth by the provisions of the European General Data Protection Regulation ("GDPR") regarding the collection, use, and retention of personal information from European Union, Switzerland, and the United Kingdom to the United States; additionally, as required by GDPR, Nearpod has executed SCCs with our subcontractors who process our customer's personal data in response to the *Schrems II* case decision. If there is any conflict between the terms of this privacy policy and the SCC, SCC shall govern.

Personal Information may be transmitted, stored, and processed in a country other than the one in which the User resides, or the Institution is located. **The authorization for Nearpod to collect, process and otherwise handle Personal Information under this Privacy Policy includes authorization for the User's Personal Information to be transferred and stored in countries outside of their residence, which may include the United States and the United Kingdom, as well as any country where the Educator or Institution may be located or the User may visit.**

LGDP:

Nearpod complies with the provisions of the Brazilian General Data Protection Law ("LGDP") regarding the collection, use, and retention of personal information from Brazil to the United States.

OTHER PRIVACY LAWS:

Nearpod is committed to complying with all other data protection laws applicable to its delivery of the Nearpod Materials.

Does Nearpod share information with third parties?

All accounts and users.

Nearpod shares the information it collects, including Personal Information, with its third-party sub-processors in order to provide the services to you. Nearpod shall ensure that a contract is in place between it and any third-party entity or agent that participates in an onward transfer of personally identifiable information. The contracts specify that such personally identifiable information may only be processed for limited and specified purposes consistent with the consent provided by the individual, applicable laws, and that the recipient will provide the same level of protection as stated in this Privacy Policy. Nearpod remains liable for the acts and omissions of its third-party agents. These sub-processors are used to provide hosting services of User data, improve our offerings, advise Educator Nearpod Users of new offerings, and to provide you with the best possible experience on Nearpod.

A list of these sub-processors will be provided upon request to privacy@nearpod.com.

We may also share your personally identifiable information with law enforcement officials, or other third-parties, when we are compelled to do so by a subpoena, court order, or similar legal procedure. If there is a separate agreement in place with an Institution, and the terms of that agreement require notice to them of the governmental request for information, such notice will be given (so long as legally permitted to do so). If there is no separate agreement, then no notice will be given to the affected User.

In addition, we may share personally identifiable information if we believe in good faith that the disclosure of such information is necessary to prevent physical harm or financial loss, as permitted by applicable law, to report suspected illegal activity, to investigate violations of our Terms and Conditions or to the extent necessary to meet national security requirements.

For teachers and other administrative educators only (i.e. not for students), Nearpod and Nearpod Materials may offer conversation pages, chat rooms, social community environments, profile pages, as well as other interactive features in which you may provide us with your submissions. If you provide personally identifiable information when you use any of these features, that personal information shall be posted on the Nearpod Materials. You are responsible for your communications and are responsible for the consequences of their posting. Further, during the registration process, Nearpod will ask you to create a "username" to be used to access your account and Nearpod features, and Nearpod Materials. Should you choose to post to the Nearpod Materials, make comments, give feedback, or provide us with other types of submissions ("collectively, "Submissions"), Nearpod may use your username to identify or credit you as the source of such Submissions.

Nearpod may use and disclose Personal Information, as authorized by an Institution or by an applicable governmental educational agency or authority, for administrative, audit and evaluation purposes, such as to evaluate the educational efficacy and effectiveness of the Nearpod Materials.

Accounts provided to you as part of a School or District License.

Nearpod uses the Personal Information to deliver the Nearpod Materials for educational purposes. In delivering the Nearpod Materials, Nearpod may provide and disclose Student Nearpod User Personal Information to the Student User's Educator and Institution and as otherwise directed by the Institution or the Educator. Educators and Institutions may export grade book information and other Course Data from the Services for the purpose of maintaining educational records. Nearpod may also provide and disclose Educator User Personal Information to the Educator's Institution.

If your Nearpod Educator User Account was provided to you by your Institution, then your account may be managed by a school or district administrator who may have access to all of your Nearpod account

information including – but not limited to – all your presentations and reports (including any student information associated with your account). In addition, your school or district administrator may be able to:

1. Change your password.
2. Suspend or terminate access to your account.
3. View statistics regarding the use of your account.
4. Access, delete, or copy your presentations and reports and any other information stored as part of your account.

Additionally, if you register as an Education Nearpod User using an email address owned by your Institution of employment, your account may subsequently be added to the Institution's account, in the event that the Institution purchases the Nearpod Materials and asks that all current users whose email is under the Institution's domain be added.

Other Circumstances

Personal Information collected under this Privacy Policy may be (i) disclosed or used with the User's consent, or (ii) if we sell or otherwise transfer part or all of our business or assets to another organization, such as in the course of an acquisition, merger, bankruptcy, or liquidation, we may transfer your personally identifiable information. In such an event, we will endeavor to require the buyer or transferee to agree to our commitments provided in this Privacy Policy. Notice of such transfer may be provided in accordance with our Terms and Conditions or via a public press release. This notice may be given either before or after the transfer occurred, in our sole discretion. Should user information be transferred to a third-party, said user may request the third-party to delete the information.

Nearpod will not use any personally identifiable information to advertise or market third-party services to its users and does not sell or rent such information.

Nearpod does not share student personally identifiable information nor share student information as "Directory Information" under FERPA.

Marketing tools are not present in the student facing, participation portion of the platform.

How does Nearpod protect information you provide to us?

We have implemented and maintain information technology security measures designed to protect personally identifiable information from unauthorized disclosure to or access by a third-party. Your account and associated information are protected by a password, which you should keep secret at all times. We encrypt password information stored in our databases. Additionally, all interactions with Nearpod's application are encrypted in transit with TLS 1.2 grade encryption or better. Although we make concerted efforts to protect personally identifiable information and maintain security, it is not 100% guaranteed.

Outages, attacks, unauthorized use, or other factors may compromise the security of user information at any time. In the event of a security breach of your data, we will notify you by posting on the Nearpod website or notifying you by email using the email address on your account. For EU residents, notification to the Nearpod Supervisory Authority shall be made within 72 hours of Nearpod becoming aware of such breach.

Data Ownership

The Nearpod account owner is the owner of any data, including student content, submitted through the Nearpod Materials. Nearpod retains a perpetual, irrevocable, worldwide, sublicensable and transferable right to use, publish, display, modify, and copy anonymized Content solely for the purpose of providing the Nearpod Materials and services to you. For the avoidance of doubt, such anonymized content shall not include any personally identifiable information.

Newsletters

Nearpod may offer email newsletters to the user in charge of implementing Nearpod. By registering for Nearpod, you may receive occasional emails about your account or about updates to the platform. You may unsubscribe from these emails at any time by contacting privacy@nearpod.com. We will respond to all requests promptly but no later than 14 days.

How you can access, change, or delete personally identifiable information?

Deletion of data. Nearpod will store the information you provide to us for so long as you have an account with Nearpod or when you inform us in writing that the data are no longer necessary to complete the purpose for which they were collected, whichever is later. Please contact privacy@nearpod.com to delete your account by using the email associated with the Nearpod Materials. We will respond to all requests promptly but no later than 14 days. If your Educator Nearpod Account is part of a school or district account managed by an Institution administrator, then the request should be made to the Institution administrator to delete the account.

Accessing and correcting personal information. You can contact us to access or correct any personally identifiable information that we have collected from you by sending an e-mail to privacy@nearpod.com. Please include your username and e-mail address so that we can better assist you with your inquiry or request. Please be advised that: (i) requesting the removal of, or not providing personally identifiable information may result in the termination, removal, or blocking of your account, registration, or access to the Nearpod Materials; and (ii) changing personally identifiable information may affect your use of the Nearpod Materials including the correctness of any results. Once you request a change of your personally identifiable information or your account, we can give you no assurances that such information or account may be retrieved or reopened in the future. We will respond to all requests promptly but no later than 14 days.

Institution deletion of data. For Institution users, if an Institution account ceases to exist, the individual teacher accounts will be disassociated with the master account and downgraded to a Nearpod Silver account. Any lessons stored in the user's "My Library" will be deleted if they take up more than the allocated storage space provided to Silver users. Additionally, all student reports associated with lessons will be deleted. Additionally, Institution account administrators have the ability to impersonate an individual Educator Nearpod User account under their master account and are able to download the reports if the teacher user is no longer a member of the school or district.

How to access your data. Teacher-users (or admins for the associated accounts) can access their data by either (i) sending an email to privacy@nearpod.com; or (ii) logging into their Nearpod account and downloading the reports from each lesson launched as a PDF or CSV file.

How do we enforce this Policy?

Nearpod conducts self-assessed compliance audits of its relevant privacy practices to verify adherence to this Privacy Policy. Any employee that Nearpod determines is in violation of this policy will be subject to disciplinary action. In compliance with the GDPR, Nearpod commits to resolve complaints about our collection or use of your personal information. EU and UK residents with inquiries or complaints regarding our Privacy Policies should first contact Nearpod at:

Chief Privacy Officer: Daniel Green

1855 Griffin Road, A-290

Dania Beach, FL 33004

privacy@nearpod.com

If an issue cannot be resolved by Nearpod's internal dispute resolution mechanism, Nearpod has chosen JAMS to be its independent recourse mechanism for Privacy Shield. Nearpod 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 Nearpod does not resolve the complaint, you may 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. In addition, you may contact our European Data Supervisory Authority: Ireland Data Protection Commissioner; Canal House, Station Road, Portarlington. R32 AP23. www.dataprotection.ie

Will there be changes to our Privacy Policy?

We expect to amend our Privacy Policy from time to time as we change the registration procedure, possibly introduce or alter our offerings, change levels of user participation, change the type of data we collect, how we may use the data we collect, or release new features. We will notify you of any updates by posting on Nearpod an updated policy. Changes will be effective: (i) ten (10) days after Nearpod provides notice of the changes, whether such notice is posted to Nearpod, is sent to the email address

associated with your account or otherwise; or (ii) when you opt in or otherwise expressly agree to the changes or a version of this Privacy Policy incorporating the changes, whichever comes first.

Nearpod retains the right in its sole discretion to remove or delete, temporarily or permanently, any and all information, including personally identifiable and non-personally identifiable profile and registration information, Submissions, and any other information collected from or provided by you during and after installing Nearpod. Please note that, at all times, you should update your personal information to provide us with current email addresses.

How to Contact Us

You can contact us with any questions by sending an email to privacy@nearpod.com or at the following address: Chief Privacy Officer: Daniel Green, 1855 Griffin Road, A-290, Dania Beach, FL 33004

For the previous version of this Privacy Policy, please click [here](#).

If you are a Pearson Powered by Nearpod User, these terms and conditions do not apply to you; rather a different set of terms and conditions found [here](#) apply instead.

Posted Date: 06/14/21

Effective Date: 06/14/21





Privacy Policy

Teaching.com has created this privacy statement in order to demonstrate our firm commitment to privacy. The following discloses our information gathering and dissemination practices for this website and others in the Nitro family, including: Nitro Type, Nitro Math.

First and foremost, we do not share any information submitted to our website without prior permission.

We use your IP address to help diagnose problems with our server and to administer our website.

Our site's registration form requires users to give no personal information whatsoever, however you may optionally provide us with your email and demographic information (like zip code, age, or occupation). We use customer contact information from the registration form to send the user information about our company and if the user chooses, promotional material from some of our partners. The customer's contact information is also used to contact the customer when necessary. Users may opt-out of receiving future mailings through the "My Profile" area while logged into their Nitro account by unchecking the "Allow Contact" box and saving changes.

Information Rights

This website recognizes and complies with GDPR and those rights, except as limited by applicable law. The rights under GDPR include:

- Access: This includes your right to access the personal information we gather about you, and your right to obtain information about the sharing, storage, security and processing of that information.
- Correction: This is your right to request correction of your personal information.
- Erasure: This is your right to request, subject to certain limitations under applicable law, that your personal information be erased from our possession (also known as the "Right to be forgotten"). However, if applicable law requires us to comply with your request to delete your information, fulfillment of your request may prevent you from using Basecamp services and may result in closing your account.
- Complain: You have the right to make a complaint regarding our handling of your personal information with the appropriate supervisory authority.
- Restrict Processing: This is your right to request restriction of how and why your personal information is used or processed.
- Object: This is your right, in certain situations, to object to how or why your personal information is processed.
- Portability: This is your right to receive the personal information we have about you and the right to transmit it to another party.
- Automated Decision-Making: This is your right to object and prevent any decision that could have a legal, or similarly significant, effect on you from being made solely based on automated processes. This right is limited, however, if the decision is necessary for performance of any contract between you and us, is allowed by applicable European law, or is based on your explicit consent.

Third-Party Advertising

We use third-party advertising companies to serve ads; these companies collect information when users visit our site. These companies may use information (not including your name, address, email address or telephone number) about your visits in order to provide advertisements on our site, other websites and other forms of media about goods and services of interest to you. If you would like more information about this practice and to understand your choices about not having this information used by these companies, check out Network Advertising Initiative.

Processing Data

For Users of this website located in the European Economic Area (EEA), all collection and processing of Personal Data is performed in accordance with privacy rights and regulations following the Regulations (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data, known as the General Data Protection Regulation (GDPR).

Data Controller

The website processes Personal Data both as a Processor and as a Controller, as defined in the Directive and the GDPR. The website, which you as a User entered an agreement with when using the website, will be the Controller for User data. As the website adheres to the GDPR, it processes all data provided by its Users from the European Economic Area (EEA) only.

Security

This site has security measures in place to protect the loss, misuse and alteration of the information under our control. Passwords are never stored as cleartext at any point, but rather are hashed thousands of times using unique randomized salts and the best available, reasonable encryption.

Children's Privacy Guidelines

No personal information is required to register on Nitro sites, but users may voluntarily provide their email address. If you are under the age of 13, please do not provide your contact information or any other personally identifiable information to us. If you are the parent or legal guardian of someone under the age of 13 who may have provided us with information without your knowledge or consent, please contact us to have this information removed.

Nitro sites exist to provide a safe, positive experience for users. In compliance with COPPA (the Children's Online Privacy Protection Act), we have adopted the following policies to keep kids safe:

- We do not require online contact information to register, and children under the age of 13 should not provide this information.
- We do not distribute any personally identifiable information about users to third parties.
- We do not allow users to publicly post or distribute personally identifiable contact information.
- We do not use the prospect of a special game, prize or other activity, to entice children to divulge more information than is needed to participate in the activity.
- We will NOT knowingly keep any personal information that is inadvertently included in a child's email submission, help inquiry, or other one-time request, if we know that the child is under the age of 13. Any such information will be purged promptly after the issue has been resolved.

Choice/Opt-Out

Users can opt out of our communications by choosing the appropriate option in the "Account Settings" portion of the Nitro sites.

Privacy Policy

- 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.
- We do not collect sensitive data like biometric or health data or behavior data.
- Students cannot interact with other users outside their school, classroom or family account. The product is not intended and does not allow for social interactions between students.
- 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 handling of their student records.

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. It also includes PII combined with non-PII.

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®. Students cannot interact with other users outside their school or classroom subscription. Students' PII is not posted publicly.

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. Children cannot interact with other users outside their family or homeschool subscription. Children PII is not posted publicly.

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>).

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 legal@brainpop.com (<mailto:legal@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 **legal@brainpop.com** (**mailto:legal@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:legal@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 legal@brainpop.com (<mailto:legal@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.

Categories of Personal information we collect	<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 be 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.
Categories of sources from which the Personal Information is collected	<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.

Business or commercial purpose for collecting or selling Personal Information	<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.
Categories of third parties with whom we share Personal Information	<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>
Specific pieces of Personal Information we have collected	<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.

To request execution of the Standard Contractual Clauses ("SCC") as set forth under GDPR regarding the collection, use, and retention of personal information from European Union, Switzerland, and the United Kingdom to the United States, please contact us at **privacy@brainpop.com** (**<mailto:privacy@brainpop.com>**).

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 and to view our certification, visit the U.S. Department of Commerce's Privacy Shield website. **<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.

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.

In compliance with the Privacy Shield Principles, BrainPOP commits to resolve complaints about our collection or use of your personal information. EU individuals with inquiries or complaints regarding our Privacy Shield policy should first contact BrainPOP at: **legal@brainpop.com** (**<mailto:legal@brainpop.com>**).

BrainPOP has further committed to refer unresolved Privacy Shield complaints to TrustArc Privacy Dispute Resolution service, an alternative dispute resolution provider located in the United States. If you do not receive timely acknowledgment of your complaint from us, or if we have not addressed your complaint to your satisfaction, please visit **[\[https://www.brainpop.com/about/privacy_policy/\]\(https://www.brainpop.com/about/privacy_policy/\)](https://feedback-</p></div><div data-bbox=)**

form.truste.com/watchdog/request (**<https://feedback-form.truste.com/watchdog/request>**) for more information or to file a complaint. The services of TrustArc are provided at no cost to you.

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/)** (**<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>**).



Privacy Policy

EFFECTIVE DATE OF PRIVACY POLICY: MAY 18, 2018

We are Zzish, a company registered with Companies House in England and Wales under number 08378462 ("Zzish" / "we" / "us" / "our"). Zzish is registered under the Data Protection Act 1998 as a Data Controller under number ZA128318. We provide the websites at www.zzish.com and www.quizalize.com (the "Sites"), the Apps and the Services accessible from those Sites (all as defined in the Zzish Terms of Use).

At Zzish, we take your privacy seriously. We operate on the principle that your personal information belongs to you and only you can decide who you want to share it with and why. This is fundamental to the way we work and we're committed to providing a secure environment for you to store your personal information and share it with others when you want to.

We provide educational software that teachers, parents and students can use to understand student learning gaps and track individual learning progress over time. We

✕ We use cookies to provide a personalized and secure experience for our users. You can learn more in our

[Cookie Statement](#)

Ok, got it!

to help teachers personalise their teaching to individual students. In this Privacy Policy ("Policy"), we describe how we collect, use, and disclose information that we obtain about visitors to our Sites, users of our application (the "App"), and users of the services available through our Sites and App (collectively, the "Services").

By registering to use our Services, you consent to us processing your personal information in accordance with this Policy. It is required for us to get your consent to provide our service. This is to comply with the current EU law (GDPR).

You may withdraw consent at any time by letting us know at support@zzish.com. At that time, you may also want to remove any cookies which have been placed on any device used to access the Sites, Apps and/or Services. Withdrawing your consent means that we can't process your data anymore, but it was still legal for us to process it during the period we had your consent. You can ask us to delete your data at any time by letting us know at support@zzish.com.

We want you to obtain personalised experiences anytime, anywhere, on any device. This requires us to collect personal information from you. However, we want to put you in control of that personal information. We want you to be aware at all times where and how your personal information is being used. This is of paramount importance to us.

So, let's describe what this Policy tells you. It explains:

- what information we may collect about you;
- what we may do with the information we collect about you;
- whether we share your information with anyone else;
- the types of cookies we use and how you can reject these cookies;
- where we store your information;
- how we keep your information secure;
- your rights in relation to your information; and
- how children's personal information is treated.

✕ We use cookies to provide a personalized and secure experience for our users. You can learn more in our

[Cookie Statement](#)

Ok, got it!

This Policy and the Zzish Terms of Use apply to your use of the Sites and to your use of the Apps and the Services once you register to access them.

INFORMATION WE MAY COLLECT ABOUT YOU

1. Information you voluntarily provide

- Information acquired through our Sites or Apps including personal information provided by you at the time of registration or taking a subscription, personalising our Sites, Apps or Services with your preferences or requesting further services.
- we may keep a record of that correspondence in case we need to contact you in relation to the issue for which you contacted us, for operational performance improvement and/or nuisance caller management. We will not allow third parties to use it for marketing purposes unless we have obtained your consent and we will only use it for marketing purposes from time to time to market our own products or services to you.
- Details of transactions you carry out through our Sites or Apps and the fulfillment of your orders

2. Information we collect about you and your device

When you use the Sites or the Apps and interact with our Services, we may use technology such as Google Analytics to collect information about your visit. You can find more information about Google Analytics [here](#). In essence, Google Analytics enables us to analyse how you and others interact with our Sites and Apps. The information we collect may include:

- your IP address;
- the type of browser you use (e.g. are you using the Chrome or Safari browser?);
- the number of sessions per browser on each device;
- the type of device (e.g. Samsung) and operating system (e.g. Android) you are using;
- referrer information;
- time zone;

✕ We use cookies to provide a personalized and secure experience for our users. You can learn more in our

[Cookie Statement](#) **Ok, got it!**

THIS IS WHAT WE DO WITH THE INFORMATION WE COLLECT ABOUT YOU

We will only use your personal information for our legitimate business interests as detailed under this privacy policy. We use the information you provide to us to:

- provide the Services you have requested
- ensure that content from our Sites and Apps are presented in the most effective manner for you and for your device to achieve the most user-friendly navigation experience
- present products and services that are tailored and personalised to you provide you with marketing communications about us and our services that we believe will be of interest to you (you can opt out from receiving these communications at any time)
- notify you about changes to the Sites, the Apps and the Services
- analyse your data to help us develop, enhance, improve or modify our services, understand how you use our Sites, Apps and services and how we can expand our business offering
- process payment for services where applicable
- carry out our obligations arising from the Zzish Terms of Use such as enabling us to access your bank and credit accounts to recover your transaction history; and/or
- defend our servers against malicious attacks.

If we would like to use your personal information for any other uses you will be notified first. You will have the opportunity to withhold or withdraw your consent at this stage.

OUR USE OF AGGREGATED AND ANONYMISED INFORMATION

We may share anonymised usage data with third parties. This data does not allow third parties to identify you. We may combine your data with those of other users of our Sites and Apps and share this information in an aggregated and anonymised form with third parties to help us improve the design and delivery of our software tools, increasing the effectiveness for all users.

✕ We use cookies to provide a personalized and secure experience for our users. You can learn more in our

[Cookie Statement](#) **Ok, got it!**

We will only share your information with third parties where we have your permission to do so in accordance with this Policy or where we believe it is necessary for a legitimate reason connected with the Sites, the Apps or our Services.

We work with analytics providers, banks and other credit providers and we may receive information about you from them. We also work with Twitter, Google, Facebook, LinkedIn to allow you to register for the Services using the credentials that you have with those companies. Below is a non-exhaustive list of third parties we work with. We may work with third parties not listed below or stop working with the third parties listed below.

NAME OF THIRD PARTY	WHY WE WORK WITH THEM
Google Analytics	To monitor Apps and Sites performance & user experience.
Google Apps for Work	To process emails.
Intercom	For communications with users.
Google	To allow you to register for the Services using the credentials that you have with this company.
Facebook	To allow you to register for the Services using the credentials that you have with this company.
Twitter	To allow you to register for the Services using the credentials that you have with this company.
LinkedIn	To allow you to register for the Services using the credentials that you have with this company.
Hotjar	To capture user activity to improve our Services
Hubspot	To communicate with users
Microsoft	To allow you to register for the Services using the credentials that you have with this company.
Wistia	To allow you to check videos related to our product and how it works.

✕ We use cookies to provide a personalized and secure experience for our users. You can learn more in our

[Cookie Statement](#) **Ok, got it!**

- if we are under a duty to disclose or share your personal data in order to comply with any legal or regulatory obligation or request;
- to enforce or apply our Zzish Terms of Use and other agreements or to investigate potential breaches; or
- to protect the rights, property or safety of our Sites, Apps or our users.

OUR USE OF COOKIES, PIXELS AND LOCAL STORAGE

We use cookies to provide the service as well as to collect information to improve the service. If you would like to know more about cookies, which cookies we store on your browser and why, please take a look at our cookie policy.

THIS IS WHERE WE STORE YOUR INFORMATION

The data that we collect from you may be processed outside the European Economic Area (EEA), but we have ensured that there is an adequate level of protection for such data.

KEEPING INFORMATION SECURE

All information you provide to us is stored on servers owned and operated by Amazon Web Services, Inc. More information on this provider is available at <https://aws.amazon.com>.

HERE ARE YOUR RIGHTS

We think it is important that you are able to control your personal data.

You have the right to ask us not to process your personal data for marketing purposes. You can exercise your right to prevent such processing at any time by contacting us at support@zzish.com.

The law gives you the right to request a copy of the personal information we hold about you. We first require you to prove your identity with 2 pieces of approved identification

✕ We use cookies to provide a personalized and secure experience for our users. You can learn more in our

[Cookie Statement](#) **Ok, got it!**

you may request rectification or erasure of personal information as well as the restriction of processing of your personal information.

If you wish to complain about the processing of your personal information then please contact us first, but if we do not satisfactorily deal with your complaint, then you may contact the Information Commissioner.

If you want to stop using the Sites/Apps and the Services, you may do so. If you do, you may also want to remove any cookies that we have placed on any device used to access the Sites/Apps and the Services.

THIRD PARTY PROPERTIES ACCESSED FROM THE SITES/APPS

Our Sites/Apps and Services may contain links to and from the online properties of third parties. If you follow a link to any of these online properties, please note that these online properties have their own privacy policies which will govern use of any personal data that they process. Please check these policies carefully before you click on any links and/or submit any personal data to these online properties.

HOW IS CHILDREN'S PERSONAL INFORMATION TREATED?

If you are under the legal age to form a binding contract (in most countries this is 18 years old) you can only use our Sites and Services and provide information to us with your parent or guardian's express consent. This consent is usually given via the student's school, district and/or teacher, please see below. Review this Policy with your parent or guardian and make sure you understand it or read our Student's Privacy Notice.

We only collect a username and password from a student, which are for login purposes only, to allow the student to use our sites and services. We may share these details with third parties as detailed in this Privacy Policy.

✕ We use cookies to provide a personalized and secure experience for our users. You can learn more in our

[Cookie Statement](#) **Ok, got it!**

gain parental consent for that child to use the Services and disclose personal information to us. This is for the use and benefit of the learning environment. A student under 16 should not send any personal information if this consent has not been given and should not send any personal information other than what we have requested in connection with the Sites or Services.

If you are a student registrant and your teacher has signed up for the Sites or Services with an Access Code, you understand that your teacher and potentially your classmates (depending on the settings your teacher has put in place) may view the information within or associated with your account, including, without limitation, scores you received on quizzes.

If you would like to review information we have collected from your child or would like to ask us to change or delete the information we have collected please contact us at support@zzish.com with your child's username and password and specify what action you would like us to take. We may need to verify your identity prior to taking any action.

and/or teacher, or if we learn a student under 16 has provided us personal information beyond what we requested, we will delete that information as quickly as possible.

CHANGE OF CONTROL

If the ownership of our business changes, we may transfer your information to the new owner so they can continue to operate the Sites/Apps and provide the Services. The new owner will be obliged to comply with this Policy.

CHANGES TO OUR POLICY

Any changes we may make to this Policy in the future will be posted on this page. We will notify you of any material changes by email or in another appropriate manner i.e. when you next interact with the Sites/Apps.

✕ We use cookies to provide a personalized and secure experience for our users. You can learn more in our

[Cookie Statement](#) **Ok, got it!**

Search topics and skills

Username

Password

Sign in

☐ Remember

Learning

Diagnostic

Analytics

Inspiration

MEMBERSHIP

Privacy Policy & Terms

Privacy Policy

IXL Service Children's Privacy Policy



Effective date: July 1, 2020

IXL does not permit children under the age of 13 ("Child") to create an account and does not knowingly collect personally identifying information from children under the age of 13 without the consent and at the direction of a parent.

IXL permits Parents to set up child profiles associated with the Parent account so that children may access the Service under the Parent's supervision. We take special precautions to collect only as much information as is reasonably necessary for the child to use the Service and to ensure that Parents have access to and control of their child's use of the Service.

This Children's Privacy Policy applies to all users of child profiles associated with a Parent account, regardless of the age of the child.

By creating a child profile associated with a Parent account and permitting your child to use the IXL Service, you expressly agree to the practices described in this Children's Privacy Policy and you consent to the collection, use, and disclosure of your child's personal information as described herein.

1. How to create a child profile associated with a Parent account.

A parent must purchase a user license using a credit card on the Family Membership page, register for an account with IXL, and agree to the terms of our Terms of Service, Privacy Policy and this Children's Privacy Policy. During the account creation process, the Parent may create individual profiles for each child(ren) authorized by the Parent to use the Service through the Parent's account. Each child user profile must be associated with a Parent account, and children cannot access the Service without the Parent first signing in to the Parent account with the Parent's login credentials. After the Parent logs into a Parent account, the child user selects the child profile to use the Service.

2. What information does IXL collect from or about a child and how does IXL use this information?

Information you provide us. Through the Parent's account set-up, the Parent provides information about the child(ren) authorized by the Parent to use the Service through the Parent's account, including

about the child(ren) authorized by the Parent to use the Service through the Parent's account, including a profile name and selection of a profile avatar. We recommend that the Parent selects a profile name that does not include the real name or identifying characteristics of the child. The Parent may also create a "secret word," which functions similar to a password to access the child profile, though it cannot be used to sign in to the Service without the Parent first signing in to the Parent's account using the Parent's login credentials. IXL does not request a birthdate or any additional personal information from the user of the child profile, though the child may change his/her profile avatar, secret word and profile name (of course, the Parent will see these changes through the Parent's account dashboard).

IXL uses this information to provide the Service to the user of the child profile. IXL uses the e-mail address provided by users of Parent accounts to communicate messages about the account, such as subscription notices and password resets, and the child user reports and awards.

Information collected from the Child's use of the Service. During the course of providing the Service, we collect information about the user of the child profile's use of the Service and information submitted to the Service, such as answers to questions, for the purpose of providing feedback to the user and for compiling reports and awards.

When your Child accesses the Service through the Parent's account, we automatically collect and store usage information as well as information about the device used by the Parent and Child to access the Service. For example, we collect an IP address, location (at the city level), browser type, language preferences, and other information about the device used to access the Service, such as the device type, model and manufacturer and a unique identifier which allows us to uniquely identify your browser, device, or account, as well as account usage information such as the day/time stamp, referring/exit pages and URLs, pages viewed, and similar information. This information is typically collected through a variety of tracking technologies, including cookies, web beacons, log files, and similar technology (collectively, "tracking technologies"), and we may use third party providers to collect this information on our behalf. This data collection is explained in greater detail in Section 1 of our Privacy Policy under the sub-heading "Information we receive when you use the Service."

We use this information to secure and improve the Service, to provide personalized content and information, to remember you when you return to the Service at a later time or using a different device, to improve the Service, to save you time, to provide better technical support, to track website usage and other similar purposes.

3. How we disclose information

IXL may share or disclose a child's personal information as needed to provide our Service or with your consent or permission. For example, we share information with our trusted vendors, third party service providers and individuals to provide services for us on our behalf, which may include analytics providers and hosting services. We may also share personal information if we have a good faith belief that access, use, preservation, or disclosure of such information is reasonably necessary to (a) satisfy any applicable law, regulation, legal process, or enforceable governmental request; (b) enforce applicable Terms of Service, including investigation of potential violations thereof; (c) detect, prevent or otherwise address fraud, security or technical issues; (d) protect the rights, property, or personal safety of IXL, its users, or the public; or (e) as required or permitted by law.

If IXL becomes involved in a merger, acquisition, bankruptcy, change of control, or any form of sale of some or all of its assets, personal information may be transferred or disclosed in connection with the business transaction, subject to any applicable law.

Business transaction, subject to any applicable laws.

We may also share aggregate or de-identified information in a manner that cannot be reasonably used to identify an individual user.

4. Third party tracking and online advertising on the Service

IXL does not display any targeted advertising on the Service.

We work with third-party online advertising networks which use tracking technologies (such as cookies, web beacons and similar technologies) to collect information about visitors to direct targeted advertising on other websites or services. You can learn more by referring to Section 4 of the IXL Privacy Policy called "Third party tracking and online advertising," and by visiting the Digital Advertising Alliance's resources at <http://www.aboutads.info/choices> and/or the Network Advertising Initiative's online resources, at <http://www.networkadvertising.org>.

We take certain steps designed to avoid these third-party tracking technologies from collecting information from users of Child profiles for targeted advertising purposes, by taking steps to disable such tracking technologies once a subscriber to our Service (e.g., the Parent) logs into our Service, maintaining the preferences for as long as the subscriber is signed in, and by remembering these preferences the next time you return to our Service using the same browser or device. Please note that we rely on cookies to identify whether you are a Subscriber and if you delete or block cookies you may also delete the IXL cookie which allows us to recognize returning users and prevent subscribers from receiving targeted IXL advertisements on other websites or services. These preferences are unique to the browser or device you used to sign in to the Service. Therefore, third-party tracking technologies may be present if you navigate to certain pages of our website using a new browser or device until you sign in to your account on that browser or device.

If you do not want to receive targeted advertising from IXL based on your visit to our website, you can use the below link to request that IXL take steps to prevent third-party advertising networks from using information about your visit to our website to display targeted IXL advertisements to you on other websites or services on behalf of IXL. IXL cannot, however, guarantee that such steps will eliminate all collection and/or display of targeted advertising, and it may take some time for your request to take effect. Such requests will not prevent you from receiving contextual advertising or other types of advertisements that are displayed without taking into consideration whether you have previously visited www.ixl.com (for example, advertisements shown on the basis of a search term keyword). Such requests will not stop the collection of information for purposes other than advertising (e.g., for website analytics). This opt-out requires the setting of a cookie in your browser to record your request (and thus will no longer be effective if the required cookie is deleted), will be effective only in the browser from which you make the request, and will be effective for a maximum of one year from the request. If you delete cookies, change your browser settings, switch browsers or computers, or use another operating system, you will need to make the request again. You may make additional requests at any time.

[Click here](#) to request not to have information about your visit to www.ixl.com tracked for the purpose of displaying targeted IXL advertisements on other sites or services.

5. How to access and delete your child's personal information

The Parent may review the information collected from the user of the child profile at any time by signing in to the Parent account. The Parent may refuse to permit the further collection of the child user's information by no longer providing the child user access to the Service through the Parent's account.

IXL will retain the personal information collected from and about the user of the child profile for as long

as necessary to provide the Service and will de-identify or delete the personal information after the termination of the Parent's subscription account in accordance with our standard data retention policy or until we receive a deletion request. To request deletion of personal information of a user of a child profile at any time, please contact us at compliance@ixl.com.

6. Our practices involving Schools

When IXL is used by a School in an educational setting, the School may authorize IXL to collect information from a child under 13. If you are a Parent whose child accesses the IXL Service through a School, please contact the child's School to request to access, review and/or delete your child's information. IXL will process such requests promptly as directed by the School.

Please refer to Section 11 of the IXL Privacy Policy to learn more about how IXL protects Student Data, including Students who may be under the age of 13, when the Service is used by a School.

7. Region-Specific Disclosures

We may choose or be required by law to provide different or additional disclosures relating to the processing of personal information about residents of certain countries, regions or states. Please refer to the Region-Specific Disclosures section of our Privacy Policy to learn more.

8. Contact us


If you have questions or concerns about this policy or about our use of information provided by a user of a child profile, please contact us:

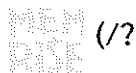
IXL Learning, Inc.
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404 (USA)

compliance@ixl.com

Last Updated: July 1, 2020

[Company](#) | [Membership](#) | [Blog](#) | [Help center](#) | [User guides](#) | [Tell us what you think](#) | [Testimonials](#) | [Careers](#) | [Contact us](#) |
[Terms of service](#) | **[Privacy policy](#)**

 LEARNING © 2021 IXL Learning. All rights reserved. Follow us



hsLang=en

(/?

LOGIN

SIGN UP

(HTTPS://APP.MEMRISE.COM/SIGNIN) (HTTPS://WWW.MEMRISE.COM/BIENVENUE)

Memrise Privacy Policy

Memrise is an online learning service offered by Memrise Limited ("**Memrise**"). Our services ("**Services**") include a wide variety of beginner to advanced language content and courses. This content is available (i) on applications ("**Apps**") for various operating systems available to download on mobile, laptop and/or tablet devices, and/or (ii) at our website <https://www.memrise.com> (<https://www.memrise.com/?hsLang=en>) ("**Website**").

This Privacy Policy explains what personal data (as defined below) we collect through the Services, how we use and share that data and your choices concerning our data practices.

This Privacy Policy forms part of our Terms of Use, which are available at <https://www.memrise.com/terms/>.

By providing us with your personal data when using the Services, you consent to the processing of your personal data as described in this Privacy Policy. If you do not agree to this Privacy Policy, please do not access or use the Services.

1. Personal Data That We Collect

When you interact with our Website or Apps, we collect information that, alone or in combination with other information, could be used to identify you ("**Personal Data**").

Personal Data You Give Us. When you sign up for or use the Services, you voluntarily give us certain Personal Data, including your name, email address, username, and profile picture. If you register for an account through your social media account (including Facebook and Google Sign-in), you may see which of your friends are using the Services. The information we get from these accounts depends on your settings and the privacy policies of the social media platforms, so please check those policies to understand the privacy practices of those platforms.

If you buy a Memrise subscription, you may be asked to provide payment information (including payment card number, security code associated with the card, expiry date), to one or more of our payment service providers (please see "Sharing and Disclosure" section below).

When you use the Services, you may generate learning data such as test answers, learning scores, and progress within a course, which we will collect and store for use in connection with the Services.

We also collect information you choose to provide to us when you complete any "free text" boxes in our forms (for example, support request or survey submission). In addition, we may collect Personal Data disclosed by you on our forums, blogs and our other areas of the Services to which you can post information and materials.

We may also collect non-Personal Data, such as your time zone or language.

Automatically Collected Data: When you use the Services, the following information is created and automatically logged in our systems:

Log data: Information ("log data") that your browser automatically sends whenever you visit the Website, or that the Apps automatically send when you use them. Log data includes your Internet Protocol ("IP") address (so we understand which country you are connecting from when you visit the Website), browser type and settings, the date and time of your request, and how you interacted with the Services.

Cookies: Information from cookies and other technologies stored on your device. Please see the "**Cookies**" section below to learn more about how we use cookies and other technologies.

Device information: Includes type of device you are using, operating system, settings, unique device identifiers, network information and other device-specific information. Information collected may depend on the type of device you use and its settings.

Usage Information: We collect information about how you use our Services, such as the types of content that you view or engage with, the features you use, the actions you take, the other users you interact with and the time, frequency and duration of your activities.

2. How We Use Data

We use the data we collect, described above:

To authenticate users, provide the Services, process transactions and respond to your requests. (For users located within the EU, this use is necessary to perform a contract with you. **Log in** **Sign Up** <https://app.memrise.com/signin> <https://www.memrise.com/bienvenue>)

As necessary for certain legitimate business interests, which include the following:

To customise the learning experience and degree of difficulty to our users' level and needs.

To better understand how visitors interact with our Website and ensure that our Website is presented in the most effective manner for you, and as part of our efforts to keep our Website, network and information systems secure.

To conduct analytics to inform our marketing strategy and enable us to enhance and personalise our communications and the experience we offer to our users.

To conduct or assist research and prepare scholarly papers. We may share the information we collect in anonymised and de-identified form with researchers who help us to improve the Service's learning tools. We may also use such information to publish papers on language learning.

Marketing. We will send you updates and information about our new products and services, upcoming events or other promotions or news by email or push notification. Where required by law, we will only send you marketing information if you consent to us doing so at the time you provide us with your Personal Data. You may opt out of receiving such emails by following the instructions contained in each promotional email we send you or by updating your user settings. We will continue to contact you via email regarding the provision of our Services and to respond to your requests.

If you ask us to delete your data or to be removed from our marketing lists and we are required to fulfil your request, we will keep basic data to identify you and prevent further unwanted processing.

We may anonymise, de-identify and/or aggregate the information that we collect and use such anonymised, de-identified and/or aggregated data for commercial, statistical and market research purposes, including sharing it with affiliates and business partners.

For information on your rights under the applicable European Union ("**EU**") law, please see the "Rights under EU Law" section below.

3. Sharing and Disclosure

Other users of the Services can see the profile information you upload to the Services including courses, learning scores and users you are following.

[LOGIN](#) [SIGN UP](#)
<https://app.memrise.com/signin> (<https://www.memrise.com/bienvenue>)
<https://www.memrise.com/bienvenue?hsLang=en>

We may share your Personal Data and other information with certain third parties in the following circumstances:

Vendors and Service Providers: To assist us in meeting business operations needs and to perform certain services and functions your Personal Data may be shared with third-party providers of hosting, email communication and customer support services, analytics, marketing, advertising (including Amazon Web Services and Google in the United States, both certified to the [Privacy Shield](https://www.privacyshield.gov/welcome) (<https://www.privacyshield.gov/welcome>)). For more details on the third parties that may place cookies through the Website, please see the “Cookies” section below. Following our instructions, these parties may access, process or store Personal Data in the course of performing their duties for us.

Business Transfers: If we are involved in a merger, acquisition, financing due diligence, reorganisation, bankruptcy, receivership, sale of all or a portion of our assets, or transition of a service to another provider, your Personal Data and other information may be transferred to a successor or affiliate as part of that transaction.

Legal Requirements: If required to do so by law, applicable regulation or in the good faith belief that such action is necessary to (i) comply with a legal obligation, (ii) protect and defend the rights or property of Memrise, (iii) act in urgent circumstances to protect the personal safety of users of the Website or the Apps, or the public, or (iv) protect Memrise against legal liability.

4. Data Retention

We will keep your Personal Data for as long as reasonably necessary for the purposes described in this Privacy Policy, while we have a legitimate business need to do so, or as required by law (e.g. for tax, legal, accounting or other purposes), whichever is the longer.

5. Update Your Information

If you need to change or correct your Personal Data, or wish to have it deleted from our systems, you may do so yourself via your [user settings](https://www.memrise.com/settings/?hsLang=en) (<https://www.memrise.com/settings/?hsLang=en>).



(/?

LOGIN

SIGN UP

6. California Privacy Disclosures ([HTTPS://WWW.MEMRISE.COM/SIGNIN](https://www.memrise.com/signin)) ([HTTPS://WWW.MEMRISE.COM/BIENVENUE](https://www.memrise.com/bienvenue))

We may use cookies or other technologies on our Website or Apps that collect information about your browsing activities over time and across different websites following your use of the Website or Apps. We may allow third party service providers and other third parties to do the same. We currently do not respond to “Do Not Track” (DNT) signals and operate as described in this Privacy Policy whether or not a DNT signal is received.

If you would like to request information about third parties that collect Personal Data on our site for direct marketing purposes please [contact us \(https://www.memrise.com/contact/?hsLang=en\)](https://www.memrise.com/contact/?hsLang=en).

7. Rights Under EU Law

Scope. This section provides information on your rights under EU law (for these purposes, reference to the EU also includes the European Economic Area countries of Iceland, Liechtenstein and Norway).

Data Controller. Memrise Limited is the data controller for your Personal Data. To find out our registered office, please see our [Contact Us \(https://www.memrise.com/contact/?hsLang=en\)](https://www.memrise.com/contact/?hsLang=en).

Legitimate Interest. “Legitimate interests” means our interests in conducting our business, managing and delivering the best Services to you. This Privacy Policy describes when we process your Personal Data for our legitimate interests, what these interests are and your rights. We will not use your Personal Data for activities where the impact on you overrides our interests, unless we have your consent or those activities are otherwise required or permitted by law.

Your Rights. Subject to EU law, you have the following rights in relation to your Personal Data:

Right of access: If we are processing your Personal Data you can download a copy of that Personal Data [here \(https://www.memrise.com/settings/?hsLang=en\)](https://www.memrise.com/settings/?hsLang=en).

Right to rectification: If your Personal Data is inaccurate or incomplete, you are entitled to ask us to correct or complete it. You can also do this yourself via your [user settings](https://www.memrise.com/settings/?hsLang=en) (<https://www.memrise.com/settings/?hsLang=en>). If we shared your data with others, we will tell them about the correction where possible. If you ask us, and where possible and lawful to do so, we will also tell you with whom we shared your Personal Data so you can contact them directly.

Right to erasure: You may ask us to erase your Personal Data in some circumstances, such as where we no longer need it or you withdraw your consent (where applicable). You can also do this yourself via your [user settings](https://www.memrise.com/settings/?hsLang=en) (<https://www.memrise.com/settings/?hsLang=en>). If we shared your data with others, we will alert them to the need for erasure where possible. If you ask us, and where possible and lawful to do so, we will also tell you with whom we shared your Personal Data with so you can contact them directly.

Right to restrict processing: You may ask us to restrict or 'block' the processing of your Personal Data in certain circumstances, such as where you contest the accuracy of the data or object to us processing it (please read below for information on your right to object). We will tell you before we lift any restriction on processing. If we shared your Personal Data with others, we will tell them about the restriction where possible. If you ask us, and where possible and lawful to do so, we will also tell you with whom we shared your Personal Data so you can contact them directly.

Right to data portability: You have the right to obtain your Personal Data from us that you consented to give us or that was provided to us as necessary in connection with our contract with you. We will give you your Personal Data in a structured, commonly used and machine-readable format. You may reuse it elsewhere.

Right to object: You may ask us at any time to stop processing your Personal Data, and we will do so:

If we are relying on a legitimate interest (described under the "How We Use Data" section above) to process your Personal Data -- unless we demonstrate compelling legitimate grounds for the processing; or

If we are processing your Personal Data for direct marketing.

Rights in relation to automated decision-making and profiling: You have the right to be free from decisions based solely on automated processing of your Personal Data, including profiling, unless this is necessary in relation to a contract between you and us or you provide your explicit consent to this use.

Right to withdraw consent: If we rely on your consent to process your Personal Data, you have the right to withdraw that consent at any time, but this will not affect any processing of your data that has already taken place.

Right to lodge a complaint with the data protection authority: If you have a concern about our privacy practices, including the way we handled your Personal Data, you can report it to the data protection authority that is authorised to hear those concerns.

You may ~~contact us~~ ^{LOGIN} (<https://www.memrise.com/contact/?hsLang=en>) to exercise your rights. ^{SIGN UP}
([HTTPS://APP.MEMRISE.COM/SIGNIN](https://app.memrise.com/signin)) ([HTTPS://WWW.MEMRISE.COM/BIENVENUE](https://www.memrise.com/bienvenue))
hsLang=en)

Changes. We will notify you of changes to the data processing activities described in this Privacy Policy by posting a prominent notice on the Website or the Apps or as otherwise required by law.

8. Publicly Posted Information

This Privacy Policy shall not apply to any information you post to the public areas of the Services. This includes, but is not limited to, comments on the Memrise blog or public forums. Comments posted to public areas may be viewed, accessed, and used by third parties subject to those parties' privacy practices and policies.

9. Children

Memrise does not knowingly collect Personal Data from children under the age of 13. If you have reason to believe that a child under the age of 13 has provided Personal Data to Memrise through the Services please contact us (<https://www.memrise.com/contact/?hsLang=en>) and we will endeavour to delete that information from our databases.

10. Links to Other Websites

The Website and the Apps may contain links to other websites not operated or controlled by us ("**Third Party Sites**"), including social media websites and services. The information that you share with Third Party Sites will be governed by the specific privacy policies and terms of service of such Third Party Sites and not by this Privacy Policy. By providing these links we do not imply that we endorse or have reviewed these sites. Please contact those sites directly for information on their privacy practices and policies.



11. Security

(/?

LOGIN

SIGN UP

(HTTPS://APP.MEMRISE.COM/SIGNIN) (HTTPS://WWW.MEMRISE.COM/BIENVENUE)
(HTTPS://WWW.MEMRISE.COM/BIENVENUE)

We take reasonable administrative and technical steps to protect the Personal Data from loss, misuse and unauthorized access, disclosure, alteration, or destruction. However, no method of transmission over the internet is 100% secure. Therefore, while we strive to protect your data, we cannot guarantee its absolute security.

12. Cookies

The Website uses cookies and other technologies to make it easier for you to use the Services during future visits, monitor traffic on our website or apps and to personalize instructional content. For more information, please refer to our [Cookie Policy \(https://www.memrise.com/cookies/?hsLang=en\)](https://www.memrise.com/cookies/?hsLang=en).

13. Changes to our Privacy Policy

We may change this Privacy Policy at any time and when we do we will post an updated version on this page. By continuing to use the Website and the Apps or providing us with information after we have posted an updated Privacy Policy you consent to the revised Privacy Policy and practices described in it.

14. Contact Us

If you have any questions about our Privacy Policy or our data practices, please [contact us \(https://www.memrise.com/contact/?hsLang=en\)](https://www.memrise.com/contact/?hsLang=en).

Privacy Policy

1. General

At Duolingo, we care about your personal data, so we have prepared this Privacy Policy to explain how we collect, use and share it.

This Privacy Policy ("**Privacy Policy**") details the personal data Duolingo, Inc. ("**Duolingo**", "**we**", "**us**" or "**our**") receives about you, how we process it and your rights and obligations in relation to your personal data. Duolingo, Inc., a company registered at 5900 Penn Ave, Second Floor, Pittsburgh, PA 15206, United States of America is the data controller for the purposes of the General Data Protection Regulation ("**GDPR**") and any relevant local legislation ("**Data Protection Laws**").

By using or accessing the Service, you agree to the terms of this Privacy Policy. Capitalized terms not defined here have the meanings set forth in the terms and conditions (the "**Terms and Conditions**"), located at www.duolingo.com/terms. We may update our Privacy Policy to reflect changes to our information practices. If we do this and the changes are material, we will post a notice that we have made changes to this Privacy Policy on the Website for at least 7 days before the changes are made, and we will indicate the date these terms were last revised at the bottom of the Privacy Policy. Any revisions to this Privacy Policy will become effective at the end of that 7 day period.

If you are an employee, worker or contractor of Duolingo, the information about how we handle your personal information is available in the Duolingo internal knowledge base. With respect to employees based in Europe, we are committed to cooperating with European data protection authorities (DPAs) and comply with the advice given by such authorities with regard to human resources data transferred from Europe in the context of the employment relationship.

2. Information We Collect

This Privacy Policy explains how we collect, use and share your personal data.

Information you provide

Activity Data

When you use the Service, you will submit information and content to your profile. We will also generate data about your use of our Services including your engagement in educational activities on the Service, or your sending of messages and otherwise transmitting information to other users ("**Activity Data**"). We also collect technical data about how you interact with our Services; for more information, see [Cookies](#).

When you use Duolingo in our app or on our website, we use a service named FullStory to log your activity. This provides us with a set of data and a session replay of your activity on Duolingo in the form of a video. FullStory captures and analyzes your usage data to help us make your Duolingo experience better.

We only collect the data we need which means we don't record:

- Usernames
- Names
- Profile Images
- Email addresses
- Locations or bios on the Profile page
- Passwords

We do record the following data:

Usage Patterns

- Clicks
- Mouse movements
- Scrolling
- Typing

Tech Specs

- Browser
- Device type
- Operating system
- Viewfinder size
- Script errors
- IP address

Navigation

- Pages visited
- Referrers
- URL parameters

- Session progress
- Answers

You can disable FullStory activity recording by using the opt-out function on FullStory's website [here](#).

Live Speaking Practice

When you take a Live Speaking Lesson, we will use your computer's microphone throughout the lesson to speak to your tutor. You also have the option of using your camera to share your video with your tutor. Duolingo records these audio and video lessons and retains them until you close your Duolingo account. Duolingo uses this data to help improve the quality of the lessons and for internal research purposes.

Duolingo does not share any of your personal data with your tutor. You are completely anonymous to them by default, and you can freely choose whether you show them your video or tell them any personal details such as your name during the conversation. Duolingo only shares some basic skill level information with the tutor, prior to your lesson, so they understand how best to speak to you.

Speaking Challenges

Some lessons involve you speaking into the app. To recognize speech your audio may be sent to a third party provider such as Google, Apple, or Amazon Web Services. We may ask you to allow Duolingo to collect and analyze your speech data to help us understand the effectiveness of our lessons, and to improve the product. If you choose not to share your audio with us, or if we haven't asked you yet, then your audio will not be used in this way. Any audio you agree to send to Duolingo is anonymized when it reaches our servers to ensure that no trace of your personal data remains attached to the audio.

Test Data

If you register for the Duolingo English Test, you will also provide us with your gender, native language, secondary school, and self-reported test scores for other exams. Each time you take a test you must also provide a photo of a current, valid driver's license, passport, or other government issued ID and take a photo of your face to verify your identity ("**Testing ID**").

When you use the Service to take an examination in the Duolingo English Test you must provide access to your computer's webcam and microphone. We will use them to record you and your screen during the entire examination period ("**Testing Video**").

The testing software will be installed onto your computer. During the test, the testing software will monitor if additional applications are running on your computer, but will not open any applications or individual files. Please close any other applications by exiting from them completely prior to starting the test.

Additionally, Duolingo will be able to note if any peripherals are used during the test (i.e. external devices attached to your computer), but will not have any control or access to these peripherals. Please remove these before testing if you do not wish to have their presence known.

Duolingo will not open network packets, but will have access to network usage statistics and the volume of network traffic.

Third Party Data

We also collect information about you from third parties. For more information, see Information obtained by Third Parties.

Product Research and Development

We may contact you to participate in product research activities. These may include surveys, interviews, and other types of feedback sessions. When you participate in these research activities, the information you provide will be used to test, improve, and develop our products. We will record the video, audio and text transcriptions of this feedback together with any additional contact information you provide and will retain this data for two years.

Please contact us at research@duolingo.com to:

- Request more information about the research activities you have volunteered for.
- Opt out of being contacted for research activities.
- Request a copy of any research related data you have provided to us.

3. Cookies

When you enter the Website, we collect your browser type and your IP address (a unique address that identifies your computer on the Internet). When you use our mobile Application, we collect your device type, your device ID, and your IP address.

In addition, we store certain information from your browser using "cookies." A cookie is a piece of data stored on the user's computer tied to information about the user. We use session ID cookies to confirm that users are logged in. If you do not want information collected through the use of cookies, there is a simple procedure in most

You can find more information about cookies and how to manage them at <http://www.allaboutcookies.org>.

You can see a list of all cookies used at Duolingo on [our Cookie List page](#) or manage your cookies in the [Privacy Preference Center](#).

4. Information Obtained by Third Parties

To support and enhance the Service, we work with a variety of third party advertising networks, marketing analytics service providers and website analysis firms, such as Google, Facebook, Oath, and Unity (collectively, "**Third Party Advertising Service Providers**"). These Third Party Advertising Service Providers collect and use personal data about your visits to and use of the Website and mobile Application, as well as other websites in order to serve you with advertisements and content tailored to meet your preferences and likely interests or better understand ad effectiveness. Aggregate demographic and interest data will also be used for market research purposes.

We use Google Analytics which is a web analytics tool that helps us understand how users engage with the Website. Like many services, Google Analytics uses first-party cookies to track user interactions as in our case, where they are used to collect information about how users use our site. This information is used to compile reports and to help us improve our Website. The reports disclose website trends without identifying individual visitors. You can opt out of Google Analytics without affecting how you visit our site – for more information on opting out of being tracked by Google Analytics across all websites you use, visit this Google page: <https://tools.google.com/dlpage/gaoptout>.

You can opt-out of receiving personalized ads from advertisers and ad networks that are members of the Network Advertising Initiative ("NAI") or who follow the DAA Self-Regulatory Principles for Online Behavioral Advertising using their respective opt-out tools. The NAI's opt-out tool can be found here <http://www.networkadvertising.org/choices/> and the DAA's opt out tool can be found here <http://www.aboutads.info/choices/>.

In addition, your mobile devices may offer settings that enable you to make choices about the collection, use, or transfer of mobile app information for online behavioral advertising (for example, Apple iOS' Advertising ID and Google Android's Advertising ID). Please note that opting out does not prevent the display of all advertisements to you.

reminder notifications to support the Duolingo teaching methodology by reinforcing the learning cadence and help maintain your learning streak. We process your data to help provide you with the Service and offer personalized features, to understand and improve our Service and to keep our Service safe and secure.

Duolingo may use or share anonymous data collected through the Service, including Activity Data without limitation. As a business, it is critical that we perform our contract with you with the best service possible, and it is in our legitimate interests to perform these processing functions and to enable service e-mails by default to keep your data secure and provide our Service. You may opt out of any non-essential service e-mails at any time.

We may also use your contact information to send you notifications regarding new services, offers and promotions offered by Duolingo if you affirmatively consent to receive such communications.

When you register with Duolingo, some of your information is made public and available at various locations including duolingo.com/profile/your-username and duolingo.com/users/your-username. This will include the data from your Duolingo Profile and Account (Name, Location, Bio, Username, User ID, Profile picture and Duolingo Plus membership status); your followers and the people you follow; and your learning progress (XP, Streak, Lingots, Daily Progress, Languages being learned, progress level, Crowns, Skills, Lessons undertaken, Lexemes and Strength). Tinycards decks you create are also public by default, but can be made visible to only you or to people you have shared a link with. Your Duolingo account email address is not shown publicly. Third party websites may be able to read, collect and use your public information for their own purposes.

Profile information is used by Duolingo to be presented back to and edited by you when you access the Service and to be presented to other users. In some cases, other users may be able to supplement your profile, including by submitting comments (which can be deleted by you). Duolingo uses this information to provide you with support, to send you essential notifications, to enforce our terms, conditions and policies, to communicate with you, to administer the Services, and for internal operations, including troubleshooting, data analysis, testing, research, statistical, and survey purposes. Duolingo's Terms and Conditions provide the contractual lawful basis for these processing activities.

Duolingo English Test

We will process information in connection with the Duolingo English Test comprising given name(s), surname(s), date of birth, gender, native language, country, secondary school, self-reported test scores for other exams, application IDs, a picture or scan of a current, valid driver's license, passport or other government issued ID, your Testing ID, Testing Video, data about active software processes and volume of network traffic, and answers to questions as part of the testing and evaluation process in order:

- To provide accurate testing results to Score Recipient(s) (as defined below)
- To compare your Testing ID to your Testing Video to ensure that the person who registered for the examination (and whose identity Duolingo has validated) is the same person who took the examination
- To store and review the Testing Video recording, the active software processes and the volume of network traffic to validate that you took the examination without improper assistance
- To evaluate your performance on the Duolingo English Test, to report results and to evaluate the usefulness, accuracy and other aspects of the Duolingo English Test
- For our research team to validate and improve the examination, in an anonymized format
- To analyze audio recordings of verbal responses to improve our ability to understand the spoken language
- To share your Testing ID with your consent upon initiation of a dispute by a Score Recipient

Duolingo's Terms and Conditions provide the contractual lawful basis for these English Test processing activities.

Duolingo ABC

Duolingo ABC is separate from the traditional Duolingo Learning app and does not share any account information between the two. The Duolingo ABC app is designed to be set up by parents and will ask you to provide your child's age. This information is kept anonymously for research purposes and not tied to your personal data in any way. You can then choose to enable speaking exercises. Speech data is stored on your phone and uses Apple's speech recognition service to convert your voice into text. No speech data is shared with Duolingo. As a parent you also have the option of providing your email address so that Duolingo may send you information about product updates and to ask you about participating in product research. If you do provide your email address you can unsubscribe any time by emailing literacy-feedback@duolingo.com or by clicking the unsubscribe link in any Duolingo ABC emails. Your Duolingo ABC data is backed up into Apple's iCloud which allows you to synchronize and restore the data onto another Apple device.

We will provide personal data to hosting providers such as Amazon Web Services, search engine providers such as Google, analytics providers such as Crashlytics, and support providers such as ZenDesk.

These data processors help us bring you the Service. For example, we may share your information in order to detect where or how you encountered a bug when using our mobile application. In connection with these operations, our service providers will have access to personal data for a limited time. When we utilize service providers for processing any personal data, we implement contractual protections limiting the use of that personal data to the provision of services to Duolingo.

We will be required to access and disclose personal data in response to lawful requests, such as subpoenas or court orders, or in compliance with applicable laws. Additionally, we will access and share account or other personal data when we believe it is necessary to comply with law, to protect our interests or property, to prevent fraud or other illegal activity perpetrated through the Service or using the Duolingo name, or to prevent imminent harm. This will include accessing and sharing personal data with other companies, lawyers, agents or government agencies.

Duolingo will share the complete and accurate results of Duolingo English Tests with such institutions, including universities, potential employers, or other third parties, (collectively, "**Score Recipients**") as specified when you send your results after finishing a test or when you apply a coupon sponsored by the Score Recipient before starting a test. These results will include your test score, a video of the interview section of your test, and your written responses to certain parts of the test. We will also share your full name, date of birth, e-mail address, and the photo you take of yourself. We will never share examination results with any party without your approval, except that anonymized examination results will be used by Duolingo and its partners to improve the examination and for research and analysis. We will not share your Testing ID with any Score Recipients, except with your consent upon initiation of a dispute by a Score Recipient.

If the ownership of all or substantially all of the Duolingo business, or individual business units or assets owned by Duolingo that are related to the Service, were to change, your personal data will be transferred to the new owner. In any such transfer of information, your personal data would remain subject to this section.

Duolingo will share aggregate or anonymous data collected through the Service, including Activity Data, for purposes such as understanding or improving the service.

You also have the following rights in relation to the personal data we hold about you, unless provided otherwise by local law:

- To request access to, or erasure of, the personal data we hold about you.
- To request us to restrict the processing of the personal data we hold about you.
- To object to us processing personal data relating to you.
- Where you have given us consent to process your personal data, you have the right to withdraw that consent at any time.
- To export the personal data you have provided to Duolingo in a format that can be transferred electronically to a third party.
- To delete your account with Duolingo by following the instructions available through the Service.

Duolingo will retain your data until your account is deleted, after which point we will retain anonymous data collected through the Service, including Activity Data, which may be used by Duolingo and shared with third parties in any manner. Information associated with the Duolingo English Test, including examination results and your Testing Video, will be collectively deleted from your Duolingo account after five years have passed from the date you upload your test, but anonymized examination data, including your examination results and Testing Video, will be kept indefinitely by Duolingo to improve the examination and for research and analysis.

Please note that some of these rights are not absolute. In some cases, we may refuse a request to exercise particular rights if complying with it meant that we are no longer able to meet our contractual obligation to provide you with particular products and services. We will keep you informed as to the actions that we can take when you make your request.

You may also have the right to make a GDPR complaint to the relevant Supervisory Authority. A list of EEA Supervisory Authorities is available here: http://ec.europa.eu/justice/data-protection/bodies/authorities/index_en.htm and the UK here: <https://ico.org.uk/global/contact-us/>. If you need further assistance regarding your rights, please contact us using the contact information provided below and we will consider your request in accordance with applicable law. In some cases our ability to uphold these rights for you may depend upon our obligations to process personal information for security, safety, fraud prevention reasons, compliance with regulatory or legal requirements, or because processing is necessary to deliver the services you have requested. Where this is the case, we will inform you of specific details in response to your request.

with these third party websites unless it is reasonably necessary to offer the Service, they may be able to link certain non-personally identifiable information we transfer to them with personal data they previously collected from you. Please review the privacy policies of each website you visit to better understand their privacy practices. In addition, Duolingo would like to inform you that anytime you click on links (including advertising banners), which take you to third party websites, you will be subject to the third parties' privacy policies.

Our Services contain links to other sites operated by third parties. Duolingo does not control such other sites and is not responsible for their content, their privacy policies, or their use of personal data, including any personal or financial information collected by our third party payment processor to process payments for in-app purchases. Duolingo's inclusion of such links does not imply any endorsement of the content on such sites or of their owners or operators except as disclosed on the Services. Any information submitted by you directly to these third parties is subject to that third party's privacy policy.

9. California privacy rights

Residents of California have the right to:

- Know what personal information we collect about you and from where we collect it.
- Access a copy of the personal information we hold about you.
- Understand how we process your personal information and how it may be shared.
- Opt out of having your personal information shared with certain third parties.
- Request we delete your Duolingo account and personal information.

To make such a request, please send an email to privacy@duolingo.com.

10. Children under age of digital consent

We know that children deserve extra privacy protection. That's why we treat child users differently to ensure their parents are in control and we only collect the bare minimum information we need to make Duolingo work.

When a user creates a Duolingo account we collect their age and compare it to the local standard of child online consent depending on the country they registered in. We refer to users under this age as "child users". Child users are permitted to create a user account but we ask them to provide their parent's email address instead of their

After registration we will send an email notifying the parent about Duolingo's privacy and information practices regarding child users, including what personal data we collect and how we use, share, and protect that personal data. The email also explains how parents can request that Duolingo access, change or delete the personal data about their child.

Child users receive the following special treatment:

- Lessons are made age appropriate by removing mature words like "beer" or "wine".
- Advertisements are set to family safe content.
- The Profile page is hidden, preventing the child from stating their name, location or bio.
- Uploading an avatar photo is disabled.
- Promotional emails are disabled.
- Leaderboards are disabled.
- Discussion forums are disabled.
- The child's profile is made private and hidden from other users' searches.
- Other users are unable to follow the child.
- The ability to follow other users or search for other users is disabled.
- The ability to send an invitation email is disabled.
- Finding friends on Facebook is disabled.
- Social logins with Facebook, Google or Apple are disabled.
- Social follow buttons for Twitter, Facebook and Instagram are disabled.

In addition, all users under the age of 16 receive the following special treatment:

- Advertisements are set to non-personalised.
- Third party behavioral tracking is disabled.
- Third party analytics is disabled.

To prevent restricted users from amending these features, the settings will be hidden or grayed out. In the future, once we're sure the user is old enough we will automatically remove the restrictions, reset the settings to their defaults and make the settings visible for them to configure how they choose.

With regards to the Children's Online Privacy Protection Rule ("COPPA"), Duolingo only collects personal information from children under the age of 13 for the sole purpose of performing internal operations of the Service. If we discover that we have unknowingly collected additional personal information from these children we will delete it. If you believe this to be the case, please contact us at privacy@duolingo.com.

11. Links

identifiable information. This Privacy Policy applies only to information collected by Duolingo via the Service.

12. Information security

Duolingo has implemented administrative and technical safeguards it believes are appropriate to protect the confidentiality, integrity and availability of your personal data, Testing ID, User Photo, access credentials, and Duolingo English Test results. However, given sufficient resources, a determined attacker could defeat those safeguards and may, as a result, gain access to the data we seek to protect.

13. Do Not Track

The Service is not designed to respond to "do not track" signals sent by some browsers.

14. Contact Us

Duolingo's headquarters are located within the USA at:

Duolingo, Inc.

5900 Penn Ave, Second Floor

Pittsburgh, PA 15206

United States of America

Phone: +1-412-567-6602

Duolingo, Inc. is a registered Data Controller with the UK Information Commissioner's Office (ICO), number ZA294891, at the address:

Duolingo, Inc.

85 Great Portland Street

London

W1W 7LT

United Kingdom

For all data privacy inquiries and any questions or concerns you have about this Privacy Policy, please contact our Data Protection Officer at privacy@duolingo.com

For all support inquiries, please go to <https://support.duolingo.com>.

Last revised on 3rd May, 2021

[Home](#)[Templates](#) ▾[Features](#) ▾[Learn](#) ▾[Plans](#) [Log in](#)[Sign up](#)[Home](#) > [Policies and Terms](#) > [Privacy Policy](#)

Privacy Policy

Updated December 16 2020. See previous versions of this and other policies in our [Policy Archives](#).

The highlighted text is aimed to give a plain English summary of our Privacy Policy. Please ensure you read the main text, as the plain English summary is just a summary and doesn't capture all of the terms.

What does this policy cover

Welcome to Canva, the online and mobile service of Canva Pty Ltd ("Canva," "we," or "us"). Our Privacy Policy explains how we collect, use, disclose, and protect information that applies to our Service, and your choices about the collection and use of your information. Capitalized terms that are not defined in this Privacy Policy have the meaning given to them in our [Terms of Use](#). If you do not want your information processed in accordance with this Privacy Policy in general or any part of it, you should not use our online or mobile services. This policy applies to all users of the Service, including, but not limited to users of our [Developer Portal](#).

Welcome, here is our policy on privacy. Our privacy policy, if you will.

- ❗ *Summary: This policy sets out how Canva collects and uses the information that we collect about you when you use the Canva services. This policy also explains the choices that you can*
- ❗ By using the Service, you consent to our [terms](#). We use cookies to offer you our service as described [here](#).

Got it

We collect the following types of information about you:


(a) Information you provide us directly

We may ask for certain information when you register for a Canva account or correspond with us (such as a username, your first and last names, birthdate, phone number, profession and e-mail address).

If you join our forum located at <http://community.canva.com> where our users discuss Canva's services and products (Community), we receive additional information (such as your location, company, title, website and social media links, personal description) which will be associated with your posts and activity in the Community.


We also collect any messages you send us through the Service, and may collect information you provide in User Content you post to the Service (such as text and photos you upload to use in your designs or posts in our Community). We use this information to operate, maintain, and provide the features and functionality of the Service to you, to correspond with you, and to address any issues you raise about the Service.

If you don't provide your personal information to us, you may not be able to access or use our Service or Community or your experience of using our Service or Community may not be as enjoyable.

 *Summary: If you give us info about you, we will keep it and use it to provide our Service and make our service better.*

(b) Information we receive from third parties

We may receive information about you from third parties. For example, if you access our websites or Service through a third-party connection or log-in, for example, through Facebook Connect, by "following," "liking," adding the Canva application, linking your account to the Canva Service, etc., that third party may pass certain information about your use of its service to Canva. This information could include, but is not limited to, the user ID associated with your account (for example, your Facebook UID), an access token necessary to access that service, any information that you have permitted the third party to share with us, and any information you have made public in connection with that service. You should always review, and if necessary, adjust your privacy settings on third-party websites and services before linking or connecting them to the Canva Service. You may also unlink your third party account from the Service by adjusting your settings on the third party service. If you unlink your third party account, we will no longer receive information collected about you in connection with that service. We may also receive information about you and your engagement with our advertisements from our ad servers, ad networks and social media platforms. And if you choose to integrate with a third party application to incorporate elements into your


 By using the Service, you consent to our [terms](#). We use cookies to offer you our service as described [here](#).

Got it

to link your social media account with our Service such as by logging in through Facebook or Gmail, your social media account provider (such as Google and Facebook) will give us some info about you such as your Facebook user identification number.

(c) Information we collect from you automatically


We will directly collect analytics data, or use third-party analytics tools, to help us measure traffic and usage trends for the Service. These tools collect information sent by your browser or mobile device, including the pages you visit and other information (in respect of which, please see the paragraph on log file information below) that assists us in improving the Service. For more information on the analytics cookies we use and how to opt out of third parties collecting this information, please see our [Cookies Policy](#).


 *Summary: To help us improve our service we keep info about how you use our service.*

(d) Cookies information and information taken from similar technologies

When you visit the Service, we (and our third-party partners) will send cookies — small text files containing a string of alphanumeric characters — to your computer that uniquely identifies your browser and lets Canva do things like help you log in faster, enhance your navigation through the site, remembering your preferences and generally improve the user experience. Cookies also convey information to us about how you use the Service (e.g., the pages you view, the links you click and other actions you take on the Service), and allow us or our business partners to track your usage of the Service over time. They also allow us to deliver personalized advertisements that may be of interest to you and measure their effectiveness.

You can control or reset your cookies and similar technologies through your web browser, which will allow you to customise your cookie preferences and to refuse all cookies or to indicate when a cookie is being sent. However, some features of the Service may not function properly if the ability to accept cookies is disabled. For more information on how we use cookies and other technologies and how you can control them, please read our [Cookies Policy](#).

 *Summary: We will send cookies (not the yummy kind) to your web browser to help you use Canva and for other business purposes. For more information on how we use cookies and how you can control them, please see our Cookies Policy.*

 By using the Service, you consent to our [terms](#). We use cookies to offer you our service as described [here](#).

Got it

Log file information is automatically reported by your browser or mobile device each time you access the Service. When you use our Service, our servers automatically record certain log file information. These server logs may include anonymous information such as your web request, Internet Protocol ("IP") address, browser type, referring / exit pages and URLs, number of clicks and how you interact with links on the Service, domain names, landing pages, pages viewed, and other such information.

- ① *Summary: Whenever you load a page from Canva, your browser sends us info about itself and your interactions with our Service. That info gets stored on our servers.*

(f) Clear gifs/web beacons information

When you use the Service, we may employ clear GIFs (also known as web beacons) which are used to anonymously track the online usage patterns of our Users. In addition, we may also use clear GIFs in HTML-based emails sent to our users to track which emails are opened and which links are clicked by recipients. This information allows for more accurate reporting and improvement of the Service.

- ① *Summary: We might do clever stuff with images in order to check how many people open our emails and visit our site.*

(g) Device identifiers


When you access the Service by or through a mobile device (including but not limited to smart-phones or tablets), we may access, collect, monitor and/or remotely store one or more "device identifiers," such as a universally unique identifier ("UUID"). Device identifiers are small data files or similar data structures stored on or associated with your mobile device, which uniquely identify your mobile device. A device identifier may be data stored in connection with the device hardware, data stored in connection with the device's operating system or other software, or data sent to the device by Canva. A device identifier may convey information to us about how you browse and use the Service. A device identifier may remain persistently on your device, to help you log in faster and enhance your navigation through the Service. Some features of the Service may not function properly if use or availability of device identifiers is impaired or disabled. Device Identifiers used by Canva include the Android Advertising ID and iOS Advertising Identifier.

- ① *Summary: In order to track how different people are using our Service we might store a unique*

- ① By using the Service, you consent to our [terms](#). We use cookies to offer you our service as described [here](#).

Got it

You may enter your location in your profile when you sign up for a Canva account or join the Community (this field is not requested for Canva for Education users). Location data will convey to us information about how you browse and use the Service and enable us to offer you localised content.

 *Summary: We'll use your location to offer you a personalised service.*

2. How we use your information

We use the information we collect about you for the purposes set out above which we have described in more detail below:

Providing you with the Service: We use the information that you provide us to provide the Service to you. This includes allowing you to log in to Canva, operating and maintaining the Service, giving you access to your designs and billing you for transactions that you make via the Service. We also use information we collect about you automatically to remember information about you so that you will not have to re-enter it during your visit or the next time you visit the site.

Allowing you to participate in our Community of Canva Users so that you can view and share information in a forum about the Services and connect with other Users.


For data analytics: We use information about you to help us improve the Canva Service and our users' experience, including by monitoring aggregate metrics such as total number of visitors, traffic, and demographic patterns.

For data labelling and machine learning to improve our services: We use content and media in user's private accounts (such as photos, videos and audio) to train our models to apply machine learning to new unseen media and improve our service for users. This could include: components (ie background, eyes);labelling raw individual data (ie "man with dog");detecting content prohibited by our terms of use for moderation and security purposes (i.e. pornographic or copyright protected material);translating audio soundtracks;

This improves our service to users by for example, allowing our photo editing tools to rectify red eye and blemishes, recolour or erase components and remove backgrounds from photos and video.

Customising the Service for you: We use information you provide us and information about you to make sure that your use of the Service is customised to your needs. For example, if you tell us your profession to recommend designs that are likely to be relevant to you.

To communicate with you about the Service: We use your contact information to get in touch with you.

 By using the Service, you consent to our [terms](#). We use cookies to offer you our service as described [here](#).

Got it

in. We also use information we collect about you to make sure that you get the most relevant offers and promotions based on your use of the Service, and your preferences. You can opt-out of getting these communications as described below.


For advertising purposes: We use information about you, including cookies information and other information we (and our third-party partners) collect from you automatically, to serve and measure the effectiveness of advertising on the Service and third-party sites and platforms.

Customer happiness: We use information about you, information that you provide to our customer happiness team, and information about your interactions with the Service to resolve technical issues you experience with the Service, and to ensure that we can repair and improve the Service for all Canva users.

For security measures: We use information about you to monitor activity that we think is suspicious or potentially fraudulent, and to identify violations of this Privacy Policy or our Terms of Service.

For matters that you have specifically consent to: From time to time Canva may seek your consent to use your information for a particular purpose. Where you consent to our doing so, we will use it for that purpose. Where you no longer want us to use your information for that purpose you may withdraw your consent to this use.

For matters that we are required to use your information by law: Canva will use or disclose your information where we reasonably believe that such action is necessary to (a) comply with the law and the reasonable requests of law enforcement; (b) to enforce our Terms of Use or to protect the security or integrity of our Service; and/or (c) to exercise or protect the rights, property, or personal safety of Canva, our Users or others.


 *Summary: These are the reasons that Canva needs to use information about you.*

Legal bases for processing information (for users in Europe)

For Canva users in the European Economic Area (EEA) and the United Kingdom (UK) Canva processes your information in accordance with European laws and regulations such as the General Data Protection Regulation (GDPR). The GDPR governs how Canva may process your information, and the rights that EEA users have in relation to it.

This means that Canva will collect and use your information only where:

We need it to provide you the Service and fulfil our obligations to you under our Terms of Service. This includes providing you with access to the information that you create in your designs.

 By using the Service, you consent to our [terms](#). We use cookies to offer you our service as described [here](#).

Got it

data analytics, data labelling and machine learning. We do not rely on this lawful basis where our legitimate interest is overridden by your interest in protecting your data.

You consent to us or have a reasonable expectation of us using your information in a certain way – for example, to hear about new features or offers.

It is necessary for compliance with our legal obligations.

If you have consented to our use of your information you can withdraw that consent at any time. Depending on the situation you can either withdraw your consent by emailing privacy@canva.com, or through your account settings page. Where we are using your information because of a legitimate interest to do so, you have the right to object to that use. However, if you do so it may mean that it is not possible for you to continue using the Services.

For the purposes of the GDPR and UK GDPR, Canva Pty Ltd is the data controller with registered address at 110 Kippax St, Surry Hills, NSW, Australia 2010.

Our local representative in the EEA is European Data Protection Office (EDPO) with registered address at Avenue Huart Hamoir 71, 1030 Brussels, Belgium. Our local representative in the United Kingdom is European Data Protection Office UK (EDPO UK) with registered address at 8 Northumberland Avenue, London WC2N 5BY, United Kingdom. The EDPO and EDPO UK can both be contacted at info@edpo.com. If you are in the EEA, data subject request forms can be accessed at <https://edpo.com/gdpr-data-request/>. If you are in the UK, data subject request forms can be accessed at <https://edpo.com/uk-gdpr-data-request/>.

If you have any queries about our Privacy Policy, data subjects may also contact us at privacy@canva.com or by post at:

Canva Pty Ltd
110 Kippax St, Surry Hills, NSW, Australia 2010.

i *Summary: GDPR, you may have heard of it? It's kind of a big deal. If you are accessing our Service from Europe, we process your personal data: (i) where this is necessary to provide the Service to you; (ii) where it is in our legitimate interests; (iii) where you consent; or (iv) where it is necessary for compliance with our legal obligations.*

3. Sharing your information

We will not share your information with third parties outside Canva and its group companies (including subsidiaries and affiliates) without your explicit consent as noted in this section.

i By using the Service, you consent to our [terms](#). We use cookies to offer you our service as described [here](#).

Got it

(a) Who we share your information with

We share your information with third-party service providers for the purpose of providing the Service to you that is useful and safe and to facilitate Canva's legitimate interests. Those service providers will only be provided with access to your information as is reasonably necessary for the purpose that Canva has engaged the service provider, and we will require that such third parties comply with this Privacy Policy, appropriate data processing terms and any applicable laws.

Some of the third parties that Canva may share your personal information with include providers who assist Canva with functions such as:

Billing;

Customer support and customer management;

Email services;

Hosting and storage;

Analytics;


Data labelling and machine learning;

Security;

Advertising and marketing services;


Delivery of physical products; and

Other service providers.

 *Summary: We might share some information on you with our business partners and third party service providers, but only as necessary to provide the service to you or to fulfil Canva's legitimate business interests.*

(b) Who you can choose to share your User Content with

Any information or content that you voluntarily disclose for posting to the Service, such as User Content (including Community Content as defined below), becomes available to be read, collected and used by the public. When you set your profile to public, join our Community or make User Content public, your information becomes publicly available globally, searchable by other Users and can be indexed by search engines. If you or Canva remove information that you posted to the Service, copies remain viewable in

 By using the Service, you consent to our [terms](#). We use cookies to offer you our service as described [here](#).

Got it

You may share your Canva designs to your social media accounts, including LinkedIn, Facebook, Twitter, Pinterest and Tumblr. You should ensure that you familiarise yourself with the privacy policies of each of these services and any privacy settings that may apply to the designs you choose to share on those accounts.

- ① *Summary: By default all content you post on Canva is not publicly available. If you do choose to make designs or other information public (including on the Community), that information may remain visible even after you remove it via cached and archived pages, or if other users have made copies.*

(c) Sharing with other third parties

Canva will also share your information with third parties in certain circumstances, such as where:

we are required to do so as a result of a court order, subpoena or other legal requirement;

we believe that it is necessary to protect you or Canva or other people from harm, such as where we consider that there is a need to investigate or warn of potentially fraudulent, malicious or criminal activity or remove malicious content. For example, this may involve sharing details of an account or website engaged in phishing or a breach of our Terms of Use with take down services, intelligence sharing services, law enforcement bodies or on public websites;

you have consented to our sharing it with a third party for a particular purpose;

You or your account administrator may also choose to work with third party applications (listed [here](#)) from within Canva so that you can incorporate elements into your designs (e.g. youtube and google drive), enhance your media (e.g. with dutone and shadow) or supercharge your workflow (e.g. with LinkedIn or Slack). For example, you may install a third-party document sharing app in order to store, share and edit content through our Service. Integrating with third party applications could involve importing data from that third party to Canva and/or exporting data from Canva to that third party. If this requires connecting your Canva account to your account on the third party application, you will be asked for permission. These third-party apps are not controlled by us, and this privacy policy does not cover how third-party apps use your information. You should review the terms and conditions of any third party apps before connecting them to the Service. If you object to information about you being shared with these third parties, do not install the app.

- ① By using the Service, you consent to our [terms](#). We use cookies to offer you our service as described [here](#).

Got it

businesses to a third party. Information such as customer names and email addresses, User Content and other user information related to the Service may be among the items sold or otherwise transferred in these types of transactions. We will also sell, assign or otherwise transfer such information in the event of corporate divestitures, mergers, acquisitions, bankruptcies, dissolutions, reorganisations, liquidations, similar transactions or proceedings involving all or a portion of Canva. You will be notified via email and/or a prominent notice on the Service if such a transaction takes place and be given notice of any material changes to the way we handle your data under this policy.

We may also aggregate or otherwise strip data of all personally identifying characteristics and may share that aggregated, anonymized data with third parties.

i *Summary: If we sell our business, any of the info which we've acquired about you may be part of the sale.*

4. Ads on Canva

We partner with third party ad servers, ad networks and social media platforms (like Facebook, Google, LiveRamp and AppsFlyer) to deliver personalized advertisements ("ads") on our Services and other sites that may be of interest to you and/or to measure their effectiveness.

Canva may share certain information with our third party advertising partners, such as your email address, location, cookie information and information relating to your use of our Services, and allow partners to perform a match of your information against information from other third party networks or sites to serve ads either on the Service or on third party sites (including, but not limited to Facebook, Google and Samsung televisions) and to measure the effectiveness of these ads. You can opt out of having your email matched by Liveramp [here](#) or by emailing privacy@canva.com.

In addition, these third-party ad servers or ad networks may use technology to send, directly to your browser or mobile device, these personalized ads and ad links, and will automatically receive your IP address when they do so. They may also use other technologies (such as cookies, JavaScript, device identifiers, location data, and clear gifs, see above) to compile information about your browser's or device's visits and usage patterns on the Service, and to measure the effectiveness of their ads and to personalize the advertising content. Please see our [Cookies Policy](#) for more information about how we and our third party partners use cookies and other technologies to deliver ads to you.

Canva does not sell, rent, or share the information we collect directly from you or about you from third parties with these third-party ad servers or ad networks for such parties' own marketing purposes.

Please note that an advertiser may ask Canva to show an ad to a certain audience of Users (e.g. based on

i By using the Service, you consent to our [terms](#). We use cookies to offer you our service as described [here](#).

Got it

The Canva Privacy Policy does not apply to, and we cannot control the activities of, third-party advertisers. Please consult the respective privacy policies of such advertisers or contact such advertisers for more information.

Canva for Education: Please note that this section 4 does not apply to Canva for Education users – we do not serve advertising to Canva for Education users.

① *Summary: If we have to have ads on our site *ewww* we might use some of your info to show you appropriate ads. We may also use some of that info to send you relevant ads on other sites, like Facebook or Google.*

5. How we transfer, store and protect your data

Your information collected through the Service will be stored and processed in the United States, Australia and any other country in which Canva or its subsidiaries, affiliates or service providers maintain facilities. Canva transfers information that we collect about you, including personal information, to affiliated entities, and to other third parties across borders and from your country or jurisdiction to other countries or jurisdictions around the world. As a result, we may transfer information, including personal information, to a country and jurisdiction that does not have the same data protection laws as your jurisdiction. However, we always take steps to ensure that your information remains protected wherever it is stored and processed in accordance with applicable laws. Where required under applicable laws, you consent to the transfer of information to the U.S. or any other country in which Canva or its parent, subsidiaries, affiliates or service providers maintain facilities and the use and disclosure of information about you as described in this Privacy Policy.

① *Summary: To run our service we'll have to use computers all over the world. This means your information might be transferred to the US, Australia, Europe and anywhere else the service is operated.*

6. Cross-border transfers of information (for users in Europe)

By signing up, you've consented to Canva Pty Ltd (an entity in Australia) receiving your personal data. For Canva users in the EEA and UK, where we transfer your information to a third party provider that is not located in the Europe, and is not in a country that benefits from an adequacy decision by the European Commission, we will require those third party providers to enter into an agreement that provides

① By using the Service, you consent to our [terms](#). We use cookies to offer you our service as described [here](#).

Got it

7. Keeping your information safe

Canva cares about the security of your information, and uses appropriate safeguards to preserve the integrity and security of all information collected through the Service. To protect your privacy and security, we take reasonable steps (such as requesting a unique password) to verify your identity before granting you access to your account. You are responsible for maintaining the secrecy of your unique password and account information, and for controlling access to your email communications from Canva, at all times. However, Canva cannot ensure or warrant the security of any information you transmit to Canva or guarantee that information on the Service may not be accessed, disclosed, altered, or destroyed. Your privacy settings may also be affected by changes to the functionality of third party sites and services that you add to the Canva Service, such as social networks. Canva is not responsible for the functionality or security measures of any third party.

For more information about Canva security, please visit [Security at Canva](#).

① *Summary: We care about the safety of your data and, have implemented industry recognized measures to protect it, but unfortunately we can't guarantee that nothing bad will ever happen to it. (A troop of rabid baboons springs to mind).*

8. Compromise of information

In the event that any information under our control is compromised as a result of a breach of security, Canva will take reasonable steps to investigate the situation and where appropriate, notify those individuals whose information may have been compromised and take other steps, in accordance with any applicable laws and regulations.

① *Summary: If there is a breach of our security we will investigate it and let any affected users know.*

9. Your choices about your information

(a) You control your account information and settings

You may update your account information by logging into your account and changing your profile

① By using the Service, you consent to our [terms](#). We use cookies to offer you our service as described [here](#).

Got it

although you can object to us providing these emails by emailing privacy@canva.com.

If you have any questions about reviewing or modifying your account information, you can contact us directly at privacy@canva.com.

i *Summary: You have control over your account settings, such as your account information and marketing email notifications, but there's some important stuff we'll always send you. If you have any questions about reviewing or modifying your account information, you can contact us directly at privacy@canva.com.*

(b) Opting out of collection of your information

Please refer to your mobile device or browser's technical information for instructions on how to delete and disable cookies, and other tracking/recording tools. Depending on your type of device, it may not be possible to delete or disable tracking mechanisms on your mobile device. Note that disabling cookies and/or other tracking tools prevents Canva or its business partners from tracking your browser's activities in relation to the Service, and for use in targeted advertising activities by Canva, including via third parties' websites. However, doing so may disable many of the features available through the Service. If you have any questions about opting out of the collection of cookies and other tracking/recording tools, please read our [Cookies Policy](#) or you can contact us directly at privacy@canva.com.

i If you want us to stop collecting information about you, there may be some settings you can adjust in your browser or device. But Canva might be pretty boring without it.

(c) Rights in respect of your Information

The laws of some countries grant particular rights in respect of personal information. In certain circumstances, users in the EEA have the right to:

Request a copy of your information;

Request that we correct inaccuracies relating to your information;

Request that your information be deleted or that we restrict access to it;

Request a structured electronic version of your information; and

i By using the Service, you consent to our [terms](#). We use cookies to offer you our service as described [here](#).

Got it

In some circumstances Canva will not be able to comply with a request that you make in respect of your personal data. If we are unable to remove any of your information, we will let you know why. For example, we may not be able to provide a copy of your information where it infringes on the rights of another User. For our Community, we will remove your profile information where possible, but this may have been indexed by search engines or copied by other Users or included in the body of posts. We may also be required to retain certain information that you ask us to delete for various reasons, such as where there is a legal requirement to do so. In some cases, you may have shared your information with third parties, such as by publishing a design on a third party's website. In that case Canva will not be able to delete the information, and you will need to contact that third party directly.

If we are unable to resolve your request, or if you are concerned about a potential violation, you also have the option to report the issue or make a complaint to the data protection authority in your jurisdiction. Where you have provided your consent to certain processing and no longer want us to use your information for that purpose, you may withdraw your consent to this use, although this will not affect the lawfulness of processing based on consent before its withdrawal. Please see paragraph *"You control your account information and settings"* for more options on how to opt-out of marketing communications.

i *Summary: You may have specific rights in relation to your information depending on where you live. In particular, if you are located in the EEA, in certain circumstances you have a right to request a copy of your information, object to your use of information and a right to request that your information be deleted or that we restrict access to it.*

10. How long we keep your information

Following termination or deactivation of your User account, Canva will retain your profile information and User Content for a commercially reasonable time, and for as long as we have a valid purpose to do so. In particular, Canva will retain your information for the purpose of complying with its legal and audit obligations, and for backup and archival purposes.

i *Summary: We retain your profile information and user content for the purpose of providing our Service to you and to comply with our legal and regulatory obligations.*

11. Canva for Education

In this policy, a child is considered a person under the age of 13 years old (or the minimum legal age in the

i By using the Service, you consent to our [terms](#). We use cookies to offer you our service as described [here](#).

Got it

Other than as part of Canva for Education (set out below), Canva does not knowingly collect or solicit personal information from children. In the event that we learn that we have collected personal information from a child without verification of parental consent where this is required, we will delete that information as quickly as possible. If you believe that we might have any information from or about a child, please contact us at privacy@canva.com.


Canva for Education: Children may use our [Canva for Education](#) service under the supervision of their teacher. We will only collect student data where such collection is authorised by participating educational institutions who have obtained parental consent. We will share student data with our third party service providers solely to the extent necessary for them to perform a business or technology support function for us. This may include data processing, account management or the provision of usage analytics.

The following third party service providers will process student data for the sole purpose of delivering the Canva for Education service. If a school deletes their Canva for Education account, or requests the deletion of personally identifiable information associated with a student's account, Canva will direct these services to delete any such information they hold:

Provider (Purpose)

Atlas (data storage)
Amazon Web Services (data storage)
Appbot (user support)
Braze (Marketing to teachers (not students))
Concentrix (user support)
Jira (user support)
Loggly (logging)
Looker (Analysis of aggregated user behaviour data)
Mailchimp (service emails)
Mode (Analysis of aggregated user behaviour data)
Sentry (error monitoring)
Snowflake (data storage)
Usersnap (user support)
Zendesk (user support)

If a student account is inactive for more than 12 months, we will send an email to the email address

 By using the Service, you consent to our [terms](#). We use cookies to offer you our service as described [here](#).

Got it

Upon termination of a school's Canva for Education account, we will delete all student accounts associated with that school.

Educational institutions will have direct control of student data at all times. If a school wishes to inspect, review, amend or delete data we have collected from a student, they may submit an authorised request to privacy@canva.com or by any of the contact details provided in section 16 below. Such a request must come from the email address that owns the Canva for Education account. To protect children's privacy and security, we will take reasonable steps to help verify the school's identity before granting access to any personal information.

(US only): Canva for Education has been certified compliant with the Children's Online Privacy Protection Act (COPPA) and the Family Educational Rights and Privacy Act (FERPA) by [iKeepSafe](#). Teachers and parents may contact us on +1 855 228 9195 (toll free) with inquiries concerning our Privacy Policy and use of children's information.

i *Summary: Like many other things in life, parents, guardians and schools have control over how children use Canva. We don't want children to upload personal information and we'll delete that information if we learn about it (unless we know it has been authorised by a parent, guardian or school).*

12. Links to other websites and services

We are not responsible for the practices employed by websites or services linked to or from the Service, including the information or content contained therein. Please remember that when you use a link to go from the Service to another website, our Privacy Policy does not apply to third-party websites or services. Your browsing and interaction on any third-party website or service, including those that have a link or advertisement on our website, are subject to that third party's own rules and policies. In addition, you acknowledge that we are not responsible for and we do not exercise control over any third-parties that you authorize to access your User Content. If you are using a third-party website or service (like Facebook) and you allow such a third-party access to your User Content you do so at your own risk. This Privacy Policy does not apply to information we collect by other means (including offline) or from other sources other than through the Service.

i *Summary: The Internet. It's made of links. If we post a link to a third party website on Canva, we can't control what happens on the other end. The same goes if you let another site use your data on Canva; the use of your information will be governed by the Privacy Policy of the third party.*

i By using the Service, you consent to our [terms](#). We use cookies to offer you our service as described [here](#).

Got it

Californian users of Canva have additional rights afforded to them under the California Consumer Privacy Act (CCPA).

Categories of personal information collected by Canva

For more details about the personal information Canva has collected in the past year, please see section 1 "Information we collect and its use". For details on how we use that information, and who we share it with, please see section 2 "How we use your information" and section 3 "Sharing your information".

Canva does not "sell" (as defined in the CCPA) the personal information of Canva users.


Making a request in relation to your personal information

The CCPA gives California consumers various rights with respect to the personal information we collect, including the right to (subject to certain limitations):

Request to access the personal information Canva has about you; and

Request that Canva delete all of your personal information.


California users may make a request by contacting us at privacy@canva.com. We will authenticate your request using the email address associated with your Canva account and if necessary, proof of residency.

 *Summary: The CCPA creates new consumer rights for Californian users as of 1 January 2020.*

14. Changes to this Policy

We may update this policy from time to time to reflect our current practice and ensure compliance with applicable laws. When we post changes to this policy, we will revise the "Last Updated" date at the top of this policy. If we make any material changes to the way we collect, use, store and/or share your personal information, we will notify you with a notice on our website and/by sending an email to the email address associated with your Canva account. We recommend that you check this page from time to time to inform yourself of any changes.

Children using Canva for Education: If we make any material changes to the way we collect, use, store and/or share personal information about children using Canva for Education, we will seek updated parental consent for each through the school that owns the Canva for Education classroom.

 By using the Service, you consent to our [terms](#). We use cookies to offer you our service as described [here](#).

Got it

If you have any questions about this Privacy Policy or the Service, or wish to make a complaint please contact us at:


Email: privacy@canva.com.

Write: Senior Product and Privacy Counsel

Canva Pty Ltd

110 Kippax St

Surry Hills NSW Australia 2010

 *Summary: Your privacy is important to us and we are happy to answer any questions you may have.*

Other policies

[Policy Archives](#)

[License Agreements](#)

[Terms of Use](#)

[Acceptable Use Policy](#)

[Canva Button Partner Agreement](#)

[Canva Developer Terms](#)

[Canva Apps Terms](#)

[Cookies Policy](#)


[Contributor Agreement](#)

Discover



Explore



 By using the Service, you consent to our [terms](#). We use cookies to offer you our service as described [here](#).

Got it



Kami Student Data Privacy Policy

Last updated: 1st October, 2020

This Privacy Policy describes Kami's privacy practices in relation to information that we collect through the website www.kamiapp.com operated by us from which you are accessing this Privacy Policy (the "Website") and through the software applications made available by us for use on or through computers and mobile devices that link to this Privacy Policy (the "App").

To summarize our data privacy commitment in plain English:

- We do not display advertising on our app or on our website; we do not use your data to advertise to you.
- We do not sell or share your data with third parties to advertise or market to you.
- We do not host third-party cookies or trackers that would allow those third parties to track you on our site.
- We use the data you share with Kami solely to provide you the Kami service, to improve it, and to keep you updated about new developments. And we only use third party services that have made the same commitment to us.
- If you ever want to be forgotten, simply email us at privacy@kamiapp.com and all your data will be completely



COPPA

This policy is in accordance with the U.S. Children's Online Privacy Protection Act ("COPPA") and Family Educational Rights and Privacy Act (FERPA), and outlines our practices world-wide regarding the personal information of all students under 13. For more information about COPPA and general tips about protecting children's online privacy, please visit OnGuard Online.

The policies outlined in this COPPA Privacy Policy are intended to supplement the information appearing in our general Privacy Policy and apply to all students in K-12 education, not only those under age 13. Where the COPPA Privacy Policy conflicts with our general Privacy Policy concerning information about a Child, the terms of this COPPA Privacy Policy will prevail over our general Privacy Policy.

Teacher or schools consent in lieu of a parent

With regard to school-based activities, COPPA allows teachers and school administrators to act in the stead of parents to provide consent for the collection of personal information from children. Schools should always notify parents about these activities.

Kami collects limited personal information from students where that student's school, district, or teacher has provided



solely for the use and benefit of the learning environment. Kami requires schools, districts, or teachers to obtain parental consent from parents.

If you are accessing Kami on behalf of a Class, School or District, the following provisions also apply:

- You represent and warrant that you are solely responsible for complying with the Child Online Privacy Protection Act (COPPA) requirement to secure parental consent for accessing applications which require personal information from children under 13.
- You may need to obtain verifiable parental consent (“Consent”) from all parents whose children will be accessing Kami and provide a copy to us upon our request. For more information on your obligations under COPPA, please see www.ftc.gov/privacy.
- When obtaining such consent, you undertake to provide parents with a copy of our Privacy Policy.

Review and Deletion of Personal Information

Under FERPA regulations, Parents have the right to refuse the site further contact with their child and to have access to their child’s school record information and to have it deleted by contacting the school administrator.



rights with respect to a child's educational record under the U.S. Family Educational Rights and Privacy Act (FERPA), please visit the FERPA site. If you believe that a student's school, district, or teacher has not required parental consent prior to our collection of any personal information, contact us at privacy@kamiapp.com

If you are the parent and guardian of a student using Kami, and cease to agree with Kami's terms of use and privacy policy at some point in the future, you may opt-out by contacting the Kami subscriber (typically your school) if you are a school account user, or contact us directly at privacy@kamiapp.com if you are an individual account user.

If you wish to review your or your student's or your child's personally identifiable information stored by Kami, you may email us your request at privacy@kamiapp.com. We will respond to your request within 30 days.

If your or your student's or your child's personally identifiable information changes, or if you no longer desire our service, you may correct, update, or delete it by making the change directly in the user profile in the Kami App, or email us at privacy@kamiapp.com. We will respond to your request within 30 days.

We will retain your information only for as long as your account is active or as needed to provide you services. If you wish to cancel your account or request that we no longer use your information to provide you services, contact us at support@kamiapp.com. We will only retain and use your information as necessary to comply with our legal obligations.



in any correspondence such as e-mail or mail, please include the child's username, the school or organization, and the teacher or parent's email address and telephone number. To protect children's privacy and security, we will take reasonable steps to help verify a teacher or parent's identity before granting access to any personal information.

Personal information stored

In order to create a unique account, Kami does require that all users enter their email address and create a password, or use Google Single-sign-on, which is stored on the site, and may collect additional information such as name of school or class, and whether they are a teacher or student, in order to assign the user to the correct user group. Documents may be uploaded to Kami by users in order to share them with other users for collaborative processing. Kami does not store these files once the sharing process is completed. Annotations made by users are stored on the site in order to display them to other users viewing a shared document, and to display them to the user if the same file is later re-opened.

Please note that children can choose whether to share this information with us, but certain features may not function without it. As a result, children may not be able to access certain features if required information has not been provided. We will not require a child to provide more information than is reasonably necessary in



data for no other purpose than providing the service to the user.

Kami collects limited personal information from students only where that student's school, district, or teacher has engaged with Kami to collect personal information for the use and benefit of the learning environment. This information is not shared outside of the school or with any third parties except those needed for the provision of the service as outlined in this policy. Students of any age cannot share their profiles publicly outside of their classroom or school.

Teachers can annotate documents and provide comments to students. Students can annotate documents, submit assignments through your learning management system, add comments and take online tests; Teachers or students can record audio or video and attach these recordings to content in our system. None of this information is shared with any third parties without the teacher or school's consent.

Cookies and similar technologies used

Technologies such as cookies, beacons, tags and scripts are used by Kami. These technologies are used to make it easier for you to navigate our site, to store your passwords so you don't have to enter it more than once, analyzing trends, administering the site, tracking users' movements throughout the site and to gather usage information about our user base as a whole. We may



companies on an individual as well as aggregated basis.

As true of most Web Sites, we gather certain information automatically and store it in log files. This information may include internet protocol (IP) addresses, browser type, internet service provider (ISP), referring/exit pages, operating system, date/time stamp, and/or clickstream data. We do not link this automatically-collected data to other information we collect about you.

Kami collects and analyzes data on how the service is used in the aggregate for the purpose of improving and enhancing its service. Kami does not analyze information on how particular individuals use the service as part of general reporting procedures or in the usual course of business. However, information on individual usage of the system, including but not limited to individual IP addresses, may be analyzed on a case-specific basis to resolve a technical difficulty or to assist in resolving or investigating any misuse of the service;

Is the Personal Information Secure?

Your account is protected by a password for your privacy and security. You must prevent unauthorized access to your account and Personal Information by selecting and protecting your password appropriately and limiting access to your computer or device and browser by signing off after you have finished accessing your account.



Personal Information we hold in our records, but we cannot guarantee complete security. The transmission of information via the Internet is not completely secure. Unauthorized entry or use, hardware or software failure, and other factors, may compromise the security of user information at any time.

When you enter your information on our site we encrypt the transmission of that information using transport layer security (TLS). Firewalls are used to segregate application tiers and provide strict controls on access to resources within our networks. Your data is also encrypted at rest on the servers hosted by our cloud services partner Google Cloud Platform, which we selected because of their compliance with COPPA, and their stringent security measures, including compliance with the following certifications and third-party attestations:

- SAS70 Type II audits

Level 1 service provider under the Payment Card Industry (PCI) Data Security Standard (DSS)

- ISO 27001 certification

U.S. General Services Administration FISMA-Moderate level operation authorization

Outages, attacks, unauthorized use, or other factors may compromise the security of user information at any time. In the event of a security breach, we will notify you by posting on the Kami website and notifying you by email using the email address on your account within 72 hours of Kami becoming aware



Supervisory Authority shall be made within the same time period.

Third Party Service Providers used

We work with a number of third-party service providers to help improve the quality of our service. We have contracts with these third parties which guarantee that they do not share your information with any other third parties and protect the data at at least the same level as we do ourselves.

- **Kami uses the following third-party services in the App:**
 - **Intercom**– Intercom is a platform for our Support Team to provide private customer support communication to our adult users. Our support system is available for these users to submit requests or questions to our team. This service is not provided to student users. Intercom’s privacy policy is consistent with our own, and our agreement with Intercom stipulates that it does not share user information with any other third parties.
- **Kami uses the following third-party services on the Website:**
 - **Google Analytics** – Google Analytics is an analytics service used to help analyze your use of our Website and allow us to improve communication and useability. We use the information we get from Google Analytics only to improve our Website. We do not use Google Analytics within the Kami App. Our contract with Google Analytics requires that it does not share your information with any other third parties. Google has signed the Student Privacy Pledge.



We will only contract with future service providers that are consistent with this policy or allow users a choice to send information to the future provider.

For more information on any of these third parties please contact us at: privacy@kamiapp.com

Changes to this Policy

We reserve the right to amend this Privacy Policy at any time. Please check this page periodically for changes. If we intend to make a material change in the collection, use, or disclosure practices with respect to a Child's previously-collected personal information to which a school or district has previously has consented, we will contact by email to obtain the consent of the school, district, teacher or parent who registered for the service in connection with the child to such changes.

Disclosure and Permissions

We do not disclose personal information collected from Children to third parties other than to persons who provide support for the operations of the service and who do not use the information for any other purpose, except as follows:

- Parents
- Teachers & school administrators



Child to the parent or teacher who registered for the service in connection with such Child.

We may disclose your or your child's personally identifiable information in connection with business transfers and purchases. As we continue to develop our business we may buy or sell business divisions or companies, we may merge or combine with another company, or our company itself and/or all or a significant part of its assets may be acquired by another company. We may provide any information we have to a potential counter-party in any such potential transaction. If such a transaction is completed, your or your child's personally identifiable information may be one of the transferred and shared business assets. In the event that information is shared in this manner, notice will be posted on our Site. In this event this privacy policy will continue to apply unless we contact you and ask you to opt in to any changes before they are implemented.

We reserve the right to disclose your or your child's personally identifiable information as required by law and when we believe that disclosure is necessary to protect our rights and/or to comply with a judicial proceeding, court order, or legal process served on our Website.

Links to Other Sites

If you click on a link to a third-party site, you will leave kamiapp.com and be redirected to the site you selected. Because we cannot control the activities of third parties, we cannot accept responsibility for any use of your personally identifiable



they will adhere to the same privacy practices as [Kamihq.com](https://www.kamihq.com). We encourage you to review the privacy statements of any other service provider from whom you request services. If you visit a third-party website that is linked to the [kamiapp.com](https://www.kamiapp.com) site, you should read that site's privacy statement before providing any personally identifiable information.

Contact

Have questions or concerns about Kami, our Services and privacy? Contact us at privacy@kamiapp.com

Kami Limited

340 S Lemon Ave 9019, Walnut CA 91789, USA

125 St Georges Bay Road, Parnell, Auckland 1052, New Zealand

Or Call Us at: +1 (415) 799-7207

Company

[About](#)

[News & Press](#)

[Careers](#)

Community

[Become a Kami Hero](#)

[Get Kami Certified](#)

Product

[Product Info](#)

[Integrations](#)

[Education Pricing](#)

[Non-education Pricing](#)

Resources

[Blog](#)

[Case Studies](#)

 peardeck / policies

<> Code

Issues 2

Pull requests 1

Actions

Projects



Wiki

Security

 master ▾

...

policies / privacy-policy.md

 laurapear Update privacy-policy.md ... History 4 contributors 205 lines (102 sloc) 20.3 KB

...

Pear Deck Privacy Policy

Last Modified: May 29, 2019 (changes to go into effect June 29, 2019)

Pear Deck is designed for use in schools, and we are committed to the highest standards of protection for student data and personally identifiable information ("PII") at all times. In addition to this Privacy Policy, we also comply with the Family Educational Rights and Privacy Act ("FERPA"), and the Children's Online Privacy Protection Act ("COPPA"), and applicable state laws. In addition, Pear Deck has signed the [Student Privacy Pledge] (<https://studentprivacypledge.org/>).

This Privacy Policy explains how Pear Deck, Inc., ("**we**" or "**Pear Deck**") use, protect, and disclose the information we collect when you use the Pear Deck services (the "**Services**") through our website www.PearDeck.com ("**Site**"), applications on Devices ("**Apps**"), through APIs, and through third parties. A "**Device**" is any computer used to access the Services, including without limitation a desktop, laptop, smartphone, tablet, or other consumer electronic device.

Changes to this Privacy Policy

We manage changes to this Privacy Policy via this public repository hosted on GitHub.com. If we make a material change to this Privacy Policy with respect to how we collect and use your personal information, we will provide at least 30 days' prior written notice to you by email to the email address specified in your account, if you have one, so that you have sufficient time to evaluate the change, and you can choose to opt-out by revoking Google or Microsoft Permission to your Pear Deck account before the change takes effect. **IF YOU DO NOT ACCEPT THE TERMS OF THIS PRIVACY POLICY, PLEASE DO NOT USE THE SERVICES.**

THE INFORMATION WE COLLECT AND STORE

Pear Deck may collect and store the following information when running our Services.

Information You Provide

Pear Deck does not intentionally collect any personally identifiable information ("PII") from users identified as students. Depending on how you use the Services, you may be required to provide certain personally identifiable information ("**Personal Information**") through your Google, Microsoft, Canvas, or Schoology Account, which may include, but is not limited to, your:

- Email Address (associated with a Google, Microsoft, Canvas, or Schoology Account)
- Name (if you include it in your Google or Microsoft Profile or if it is sent via LTI to Canvas or Schoology)
- Your image and likeness if you include it in your Google or Microsoft profile or include in content that you create with our Services (these type of files are referred to as your "**User Content**")
- User Content may include text images and media that you include in your Pear Deck presentation

You may choose not to provide your Personal Information; however, if you do not provide your Personal Information you may not be able to use all the functions offered by the Services.

For questions about your Personal Information on our Services, please contact privacy@PearDeck.com.

Usage Data

In addition, when you use our Services, the following types of information may all be logged automatically ("**Usage Information**"):

- Your Device's Internet Protocol ("**IP**") address,
- Type of mobile device you use,
- Operating system of your mobile device,
- Browser type,
- Non-precise geographic location (e.g. zip code and city)
- Technical information about your device, system and App software, and peripherals,
- Date and time stamps associated with transactions,
- System configuration information, and
- Metadata concerning your User Content, and other interactions with our Services.

HOW WE USE YOUR INFORMATION

We use your information:

- to provide and improve our Services,
- to administer your use of our Services,
- to better understand your needs and interests,
- to personalize and improve your experience
- to provide or offer software updates and product announcements
- to enhance current, and develop new, products and services
- to determine general, non-identifying demographics like location (down to the city level), age range (e.g. 25-35), and equipment profiles (e.g. Chromebook with medium-size screen).

If you submit Personal Information to us, we will only use it for the purpose you requested or for which it is collected or for any purpose you subsequently authorize. Pear Deck will never sell your information or use it to build to marketing profile.

HOW WE COLLECT USAGE DATA

Pear Deck collects some information (ourselves or using third party services) using logging and cookies, such as IP address, which can be correlated with Personal Information. We use this information for the above purposes and to monitor and analyze use of our Services, for the Service's technical administration, to increase our Service's functionality and user-friendliness, and to verify users have the authorization needed for our Services to process their requests. As of the date this policy went into effect, we use Google Analytics to track anonymous usage across all users and Hubspot to track usage for users specifically identified as teachers. The Privacy Policy of Google Analytics are available online, and information on how to opt out of that service. The HubSpot Privacy Policy is also available.

We store all of our data on Google Cloud Platform.

DATA OWNERSHIP

All data remains the property of and is solely owned, and thereby controlled, by you. You grant Pear Deck a non-exclusive, royalty free license, to use equipment, software, your data or other material of yours solely for the purpose of providing, maintaining, and supporting you and other licensees with Pear Deck Products and Services. However, Pear Deck may use and distribute the data for any lawful purpose outside the scope of the Agreement, provided always that such Data must be de-identified.

ACCESS & CORRECTING ERRONEOUS DATA

Under FERPA, a school must provide a parent, teacher or school administrator with an opportunity to inspect and review his or her child's education records within 45 days following its receipt of a request. A school is required to provide a parent with copies of education records, or make other arrangements, if a failure to do so would effectively prevent the parent from obtaining access to the records.

Requests to review student data from parents, teachers, and administrators may be directed to privacy@peardeck.com. In the event there is any erroneous data contained in the student record, Pear Deck will advise parents, legal guardians, and eligible students to contact the school to update their information in their Google or Microsoft user profile.

DATA TRANSFER

User Content may be transferred from Pear Deck by sharing files or folders from your Google Drive or Microsoft OneDrive. LMS data can be exported from the LMS. Google also provides a tool called Takeout that allows you to export and transfer all data at one time (see: <https://takeout.google.com/settings/takeout>).

PAYMENT INFORMATION

If you provide credit card or debit card information to complete a purchase, it is our policy to use third-party payment processing systems that comply with the Payment Card Industry Data Security Standard (PCI-DSS), which is an industry wide security standard designed to protect the confidentiality and security of your credit card information, by encryption using secure socket layer technology (SSL) and storage with AES-256 encryption.

Although no method of transmission over the Internet or electronic storage is 100% secure, we follow all PCI-DSS requirements and implement additional generally accepted industry standards. Your credit card information will also be subject to our payment processor's privacy policy in addition to ours. As of the date this policy went into effect, Pear Deck uses Stripe Privacy Policy for payment processing.

If you wish to dispute a charge by mail or telephone please contact us at hello@PearDeck.com. Pear Deck complies with all legal requirements of your State's applicable laws regarding providing refunds for unauthorized charges. When you make a charge, we shall display a completed charge screen. This is your electronic receipt. You should print or save this electronic receipt for your records. YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARDS, DEBIT CARDS OR OTHER PAYMENT MEANS USED TO INITIATE ANY TRANSACTION.

INFORMATION SHARING AND DISCLOSURE

Further, you agree that Pear Deck may transfer the anonymous information we collect in the event of any corporate restructuring or any sale, assignment or transfer of substantially all of its rights in the Apps.

We may disclose information about you if we become subject to a subpoena or court order, or if we are otherwise legally required to disclose information. We may also use and disclose information about you to establish or exercise our legal rights, to enforce the Terms of Use, to assert and defend against legal claims, or if we believe such disclosure is necessary to investigate, prevent, or take other action regarding actual or suspected illegal or fraudulent activities or potential threats to the physical safety or well-being of any person. If we are involved in a merger, acquisition, or sale of all or a portion of our assets, your information may be transferred as part of that transaction, but we will notify you (for example, via email and/or a prominent notice on our website) of any change in control or use of your Personal Information or User Content, or if either become subject to a different Privacy Policy. We will also notify you of choices you may have regarding the information.

Pear Deck will display your Personal Information in your profile page and elsewhere on our Services according to the preferences you set in your account. Any information you choose to provide should reflect how much you want others to know about you. Please consider carefully what information you disclose in your profile page and your desired level of anonymity. You can review and revise your profile information at any time. We do not sell your personal information to third parties. We may also share or disclose your information with your consent, for example if you use a third party application to access your account. Through certain features of our Services, you may also have the ability to make some of your information public. Public information may be broadly and quickly disseminated.

Service Providers, Business Partners and Others. Pear Deck may use certain trusted third party companies and individuals to help us provide, analyze, and improve our Services (including but not limited to data storage, maintenance services, database management, web analytics, email communication, payment processing, and improvement of the Service's features). These third parties may have access to your information only for purposes of performing these tasks on our behalf and under obligations similar to those in this Privacy Policy. As of the date this policy went into effect, we use:

Service Providers used for business functions:

- HubSpot marketing platform to perform personalized email communication
- Salesforce CRM's customer relationship software to manage contact information, history, and usage data shared securely from HubSpot
- Google Analytics, HubSpot, and Segment.com to collect, analyze and report usage data
- Stripe and ProfitWell to collect and report subscription data for premium users

Service Providers used for the technical infrastructure of our application:

- Amazon's Web Services (AWS) to store some of your information (for example, your User Content)
- Google's Cloud Platform, Google Drive, and Microsoft OneDrive to store some of your information (for example, your User Content. Google Teachers may also export student responses to a Google Spreadsheet)
- Firebase.io to store some of your information (for example, real time student responses)
- mongodb.com/cloud/atlas to store some of your information (for example, user profiles)

Third-Party Applications. Pear Deck may share your Information with a third party application with your consent, for example when you choose to access our Services through such an application. We are not responsible for what those parties do with your information, so you should make sure you trust the application and that it has a privacy policy acceptable to you.

Non-private or Non-Personal Information. Pear Deck may disclose your non-private, aggregated, or otherwise non-personal information, such as usage statistics of our Services. However, in such cases, your usage data is aggregated with the usage data of others and does not identify you individually.

DELETING YOUR INFORMATION

To delete your account using Google, please remove the Pear Deck application from your [Google Drive Permissions] (<https://security.google.com/settings/security/permissions?pli=1>) and delete your Pear Deck user content from your Google Drive.

To delete your accounting using Microsoft, please manage the Pear Deck permission here: <https://account.live.com/consent/Manage>. If you a Microsoft User belonging to an organization, please ask your administrator to manage the application.

Pear Deck ENTERPRISE ACCOUNT

If you have a Pear Deck Enterprise from your school or organization account, your Administrator may be able to:

- access information in and about your Pear Deck Enterprise account;

- disclose, restrict, or access information that you have provided or that is made available to you when using your Pear Deck Enterprise account; and
- control how your Pear Deck Enterprise account may be accessed or deleted;
- disable an LTI integration associated with your account.

Please refer to your organization's policies if you have questions about your Administrator's rights.

LINKED SITES

Our Services may contain links to other Web sites whose privacy practices may differ from those of Pear Deck. If you submit personal Information to any of those sites, your Information is governed by their privacy statements. We encourage you to carefully read the privacy statement of any Web site you visit.

SECURITY

Pear Deck takes reasonable steps to help protect Information against loss, misuse, unauthorized access or disclosure. **Pear Deck expressly disclaims any representation or warranty, whether express or implied, with respect to offering any definitive promise of security in connection with The anonymous information we collect.**

OUR POLICY TOWARD CHILDREN

We are required under the Children's Online Privacy Protection Act (COPPA), with limited exceptions, to obtain verifiable parental consent in order to collect, use, or disclose personal information from Children. COPPA allows the Child's School to obtain consent for the online collection of personal information from Children who are students of the School.

If a Child wants to use our Service, he/she must first obtain an Account from his/her School. Before an Account is provided to a School, we require that the School (on behalf of the Parent) (a) consent to the collection, use and disclosure of personal information of the Child, through the Service, in accordance with this Children's Privacy Policy, and (b) agree that the Child's online activities are subject to the Terms of Service.

As required under COPPA, we allow Parents certain choices regarding the personal information submitted by their Children. Parents should make any permitted requests with the School and have the School, as the Parent's agent, pass on those requests to Pear Deck. We may rely on the instructions that we receive from the School that we reasonably believe are given by a Child's Parent to the School. For example, if a representative from the Child's School contacts us and provides the Account information we request, we may assume that the person calling is acting on behalf of the Child's Parent.

We provide Parents the following choices with respect to the collection, use, retention and disclosure of Personal Information. A Child's registration information is always accessible to him/her. A Parent has the right to review her Child's Personal Information, which the Parent can obtain by contacting her Child's School. After reviewing the Child's Personal Information, the Parent may ask us to update or delete the Child's Personal Information by requesting such changes through the Child's School. A Parent may prohibit us from sharing a Child's Personal Information with a third party by requesting such prohibition through the Child's School. Notwithstanding any such requests, we may continue to share a Child's Personal Information with third parties for the Internal Purposes and Enforcement Purposes (each as described above).

If a Parent chooses to prohibit any future collection, use or disclosure of the Child's Personal Information, the Parent may do so by terminating the Child's Account through the School, and requesting the deletion of the Child's Personal Information through the School. Upon receiving such request from the Child's School, we will delete the Child's Account information from our live databases and all the information and data stored for such Account. Company will not have any liability whatsoever for any termination of the Account or related deletion of the Child's Personal Information. When we delete Personal Information, it will be deleted from our active databases but may remain in our archives.

DATA LOCATION

If you reside outside the U.S., the information we collect will be transferred to the U.S. and processed and stored there under U.S. privacy standards. By using the Services and providing Information to Pear Deck, you consent to the use, transfer and processing of the anonymous information we collect as set forth in this Privacy Policy, all of which activities will take place in the U.S.

CONTACTING US

If you have any questions about this Privacy Policy, please contact us at privacy@PearDeck.com.

SPECIAL CONSIDERATIONS BY STATE

California – Pear Deck will not use your data for any purpose beyond the indicated purposes in the Terms of Use, which includes this Privacy Policy. This includes, but is not limited to, Pear Deck's policy to never use PII from a Pupil's Records to engage in targeted advertising. All terms herein are defined in accordance with SB-1177 SOPIPA.

Colorado – Pear Deck will not use your data for any purpose beyond the indicated purposes in the Terms of Use, which includes this Privacy Policy. Only the Pear Deck employees that have a legitimate interest in accessing your data, will be granted authorization by Pear Deck. Colorado law shall govern this agreement between you and Pear Deck. All terms herein are defined in accordance with Colorado Open Records Act ("Act"), C.R.S. 24-72- 101.

Connecticut – Pear Deck will not use your data for any purpose beyond the indicated purposes in the Terms of Use, which includes this Privacy Policy. This includes, but is not limited to, Pear Deck's policy to never use any student's PII to engage in targeted advertising. Pear Deck will utilize industry standard security, or better, to ensure the protection of said student PII. Connecticut law shall govern this agreement between you and Pear Deck. All terms herein are defined in accordance with Public Act No. 16-189, and in case of any ambiguity or conflict between the terms herein and Public Act No. 16-189, then Public Act No. 16-189 will govern.

Florida – Pear Deck will provide notification of a security breach pursuant to requirements as mandated in the Florida Information Protection Act of 2014.

Maine - All terms herein are defined in accordance with SP0183, Maine's Student Information Privacy Act.

Maryland – Pear Deck will not use Covered Information to engage in targeted advertising.

New York – In accordance with New York Education Law § 2-d, Pear Deck will comply with and attach to your contract the Parents' Bill of Rights for Data Privacy and Security, as applicable.

Pennsylvania – Pear Deck will provide notification of a security breach pursuant to the requirements of Pennsylvania's Breach of Personal Information Notification Act.

Washington – Pear Deck will provide notice before making material changes to this Privacy Policy.

Terms of Service

PADLET AUG 24, 2016 02:51AM

Hi! You are now reading Padlet's Terms of Service, meaning the contract between you and Padlet when you use Padlet's site, services, and products. You should read this carefully before you use Padlet. We've tried to be fair and straightforward. If you have any questions or suggestions, feel free to email us. We've also included several annotations (*in italics*); these annotations aren't a part of the contract itself, but are intended to help you follow the text and emphasize key sections.

1. Accepting the Terms of Service

Please read these Terms of Service, our [Privacy Policy](#), and our [Community Guidelines](#) (collectively, the "Agreement") carefully before using Padlet.com (the "Site") and/or the other domains, products, services, and/or content provided by Wallwisher, Inc. (all of those collectively with the Site, the "Services") (Wallwisher, Inc., a Delaware corporation, collectively with its agents, consultants, employees, officers and directors, "Padlet," "we," or "us"). By using or accessing the Services, you ("Subscriber" or "you") agree to become bound by all the terms and conditions of this Agreement. If you do not agree to all the terms and conditions of this Agreement, you shouldn't and aren't permitted to use the Services.

2. Modifications to this Agreement

Padlet reserves the right, in its sole discretion, to modify this Agreement at any time by posting a revised Agreement through the Services and by providing notice to you that this Agreement has changed, generally via e-mail where practicable, and otherwise through the Services (such as through a notification in your Padlet Profile). You are responsible for reviewing and becoming familiar with any modifications to this Agreement. Modifications are effective when posted, and your use of the Services following any such posted modification and notice of same constitutes your acceptance of the terms and conditions of this Agreement as modified. Note that, if you have prepaid for any Paid Services (as defined below) prior to a modification of this Agreement, your use of such prepaid Paid Services is governed by the version of this Agreement in effect at the time Padlet received

your prepayment.

As Padlet grows and improves, we might have to make changes to the Terms of Service. When we do, we'll let you know. Starting with this version, we're also going to make it a practice to post old versions so it's easy to see changes/additions/deletions.

3. Use of the Services

Can kids use Padlet? Of course, but Padlet is not currently directed to children and we expect that use by children will only be done with the guidance, supervision and consent of their parents, guardians and/or authorized school officials. Further, we rely on parents and guardians to ensure minors only use the Service if they can understand their rights and responsibilities as stated in these Terms and our [Privacy Policy](#). In the United States, if you are the sponsor of a Sponsored Group (the "Sponsor"), including a School that is using Padlet, that includes children under the age of 13, you (or your school) assumes the responsibility for complying with the U.S. Children's Online Privacy Protection Act ("COPPA") and, to the extent applicable, The Family Educational Rights and Privacy Act ("FERPA"). This means that the Sponsor must notify parents/guardians of the information to be collected and obtain parental/guardian consent before collecting and sharing with the Service the personal information of children under the age of 13 in order to establish an account or use the Service. Schools may under appropriate circumstances provide such consent on behalf of parents/guardians. For more information on complying with COPPA, see the Federal Trade Commission's website at <http://www.ftc.gov/privacy/coppafaqs.shtml>. If you are outside of the United States, please ensure that you are complying with any laws applicable to you before submitting any child's personal information or permitting any child to submit personal information to us. If a school outside the United States wants to enable its students to use Padlet, Padlet will work with such schools on case by case basis to ensure compliance with any applicable laws regarding the collection of information from minors.

Service Changes and Limitations: The Services change frequently, and their form and functionality may change without prior notice to you. Padlet retains the right to create limits on and related to use of the Services in its sole discretion at any time with or without notice. Padlet may also impose limits on certain Services or aspects of those Services or restrict your access to parts or all of the Services without notice or liability. Padlet may change, suspend, or discontinue any or all of the Services at any time, including the availability of any product, feature, database, or Content (as defined below). Padlet may also suspend Accounts (as defined below) at any time, in its sole discretion.

This section makes it clear that Padlet is an ever-evolving platform. With new products, services, and features launching all the time, we need flexibility to make changes, impose limits, and occasionally suspend or terminate certain offerings (like features that flop). We can also suspend any individual account at any time. That sounds harsh, but we only use that power when we have a reason, as outlined in these Terms of Service, our Privacy Policy, and our Community Guidelines.

Limitations on Automated Use: You may not do any of the following while accessing or using the Services: (a) access, tamper with, or use non-public areas of the Services, or the computer or delivery systems of Padlet and/or its service providers; (b) probe, scan, or test any system or network (particularly for vulnerabilities), or otherwise attempt to breach or circumvent any security or authentication measures; (c) access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by Padlet (and only pursuant to those terms and conditions), unless you have been specifically allowed to do so in a separate agreement with Padlet, or unless permitted by Padlet's robots.txt file or other robot exclusion mechanisms; (d) scrape the Services, and particularly scrape Content (as defined below) from the Services, without Padlet's express prior written consent; (e) use the Services to send altered, deceptive, or false source-identifying information, including without limitation by forging TCP-IP packet headers or e-mail headers; or (f) interfere with, or disrupt, (or attempt to do so), the access of any Subscriber, host or network, including, without limitation, by sending a virus to, spamming, or overloading the Services, or by scripted use of the Services in such a manner as to interfere with or create an undue burden on the Services.

Don't do bad things to Padlet or other users. Some particularly egregious examples of automated "bad things" are listed in this section.

4. Registration, Padlet URLs, and Security

As a condition to using certain of the Services, you may be required to create an account (an "Account") and select a password and Padlet username. You may also select new Padlet URLs (of the form padlet.com/wall/example) for each blog you create. You should provide Padlet with accurate, complete, and updated registration information, particularly your e-mail address, and failure to do so may result in suspension of your Account.

It's really important that the email address associated with your Padlet Account is accurate and up-to-date. If you ever forget your password - or worse, fall victim to a malicious phishing attack - a working email address is often the only way for us to recover your account.

You agree that you shall not select or use as a Padlet URL a name of another person or entity with the intent to impersonate that person or entity or with the intent to otherwise cause confusion as to the origin or provenance of your Account. Padlet reserves the right to refuse registration of, cancel, or modify a Padlet URL in its sole discretion.

Don't choose a Padlet URL with the intention of impersonating someone/something or otherwise causing confusion about who's behind your blog. Parody, criticism, and other fair uses of others' names are fine, so long as there's no intention to impersonate or confuse.

You are also responsible for maintaining the confidentiality of your Account password and for the security of your Account, and you will notify Padlet immediately of any actual or suspected loss, theft, or unauthorized use of your Account or Account password.

5. Privacy

Any information you provide to Padlet is subject to Padlet's [Privacy Policy](#), which governs our collection and use of your information. You understand that through your use of the Services you consent to the collection and use (as set forth in the [Privacy Policy](#)) of this information.

6. Content and Subscriber Content

Definitions: For purposes of this Agreement: (1) the term "Content" means a creative expression and includes, without limitation, video, audio, photographs, images, illustrations, animations, logos, tools, written posts, replies, and comments, information, data, text, software, scripts, executable files, graphics, and interactive features, any of which may be generated, provided, or otherwise made accessible on or

through the Services; (2) the term "Subscriber Content" is all Content that is posted or otherwise provided or transferred to the Services by a Subscriber (including, without limitation, by you); and Content also includes, without limitation, all Subscriber Content.

Ownership: Subscribers retain ownership of all intellectual property rights in their Subscriber Content, and Padlet and/or third parties retain ownership of all intellectual property rights in all Content other than Subscriber Content.

You retain ownership of any intellectual property you post to Padlet.

Subscriber Content License to Padlet: When you transfer Subscriber Content to Padlet through the Services, you give Padlet a non-exclusive, worldwide, royalty-free, sublicensable, transferable right and license to use, host, store, cache, reproduce, publish, display (publicly or otherwise), perform (publicly or otherwise), distribute, transmit, modify, adapt (including, without limitation, in order to conform it to the requirements of any networks, devices, services, or media through which the Services are available), such Subscriber Content. The rights you grant in this license are for the limited purpose of operating the Services in accordance with their functionality, improving the Services, and allowing Padlet to develop new Services.

When you upload your creations to Padlet, you grant us a license to make that content available in the ways you'd expect from using our services (for example, via your blog, RSS, the Padlets Dashboard, etc.). We never want to do anything with your content that surprises you.

Something else worth noting: We're thrilled to offer our support as a platform for our creators, and we'd never claim to be entitled to royalties or reimbursement for the success of what you've created. It's your work, and we're proud to be a part (however small) of what you accomplish.

You also agree that this license includes the right for Padlet to make all publicly-posted Content available to third parties selected by Padlet, so that those third parties can distribute and/or analyze such Content on other media and services.

An example of what it means to "make all publicly-posted Content available" to a Padlet partner for distribution or analysis would be if we licensed a feed of already-publicly-available Content to a partner, similar to how Twitter makes feeds available through its Streaming API.

Note also that this license to your Subscriber Content continues even if you stop using the Services, primarily because of the social nature of Content shared through the

Services - when you post something publicly, others may choose to comment on it, making your Content part of a social conversation that cannot later be erased without retroactively censoring the speech of others.

One thing you should consider before posting: When you make something publicly available on the Internet, it becomes practically impossible to take down all copies of it.

You also agree that you will respect the intellectual property rights of others, and represent that you have all of the necessary rights to grant us this license for all Subscriber Content you submit to the Services.

Compliance with Community Guidelines: You agree that you won't post Subscriber Content that violates, or otherwise use your Account in ways that violate, Padlet's Community Guidelines.

Termination and Deletion: On termination of your Account or upon your deletion of particular pieces of Subscriber Content from the Services, Padlet shall make reasonable efforts to make such Subscriber Content inaccessible and cease use of it; however, you acknowledge and agree that: (a) caching of, copies of, or references to the Subscriber Content may not be immediately removed; and (b) such removed Subscriber Content may persist in backups (not available to others) for a reasonable period of time.

7. Use of Trademarks

Any use of Padlet's trademarks, branding, logos and other such assets in connection with the Services shall be in accordance with the Padlet [Trademark Guidelines](#).

8. Warranty Disclaimer; Services Available on an "AS-IS" Basis

Your access to and use of the Services or any Content is at your own risk. YOU UNDERSTAND AND AGREE THAT THE SERVICES ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. WITHOUT LIMITING THE FOREGOING, TO THE FULL EXTENT PERMITTED BY LAW, PADLET DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. Padlet makes no representations or warranties of any kind with respect to the Services, including any representation or warranty that the use of the Services will (a) be timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data, (b) meet your requirements or expectations, (c) be free from errors or that defects will be corrected, or (d) be free of

viruses or other harmful components. Padlet also makes no representations or warranties of any kind with respect to Content; Subscriber Content, in particular, is provided by and is solely the responsibility of, the Subscribers providing that Content. No advice or information, whether oral or written, obtained from Padlet or through the Services, will create any warranty not expressly made herein.

9. Release From Liability

You release, to the fullest extent permitted by law, Padlet, its directors, officers, shareholders, employees, representatives, consultants, agents, suppliers, and/or distributors from responsibility, liability, claims, demands, and/or damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with the following:

- Disputes between Subscribers, including those between you and other Subscribers.
- Third party sites and services, including content found on such sites and services.
- Disputes concerning any use of or action taken using your Account by you or a third party.
- Claims relating to the unauthorized access to any data communications or Content stored under or relating to your Account, including unauthorized use or alteration of such communications or your Content.
- Claims relating to in any way to any face-to-face meetings in any way related to Padlet at any venues.

If you are a California resident, you waive California Civil Code Â§1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

10. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PADLET, ITS DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, AGENTS, SUPPLIERS, AND/OR DISTRIBUTORS SHALL NOT BE LIABLE FOR: (A) ANY INDIRECT, INCIDENTAL, EXEMPLARY PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER; (B) LOSS OF: PROFITS, REVENUE, DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES; (C) DAMAGES RELATING TO YOUR ACCESS TO, USE OF, OR INABILITY TO ACCESS OR USE THE SERVICES; (D) DAMAGES RELATING TO ANY CONDUCT OR CONTENT OF ANY THIRD PARTY OR SUBSCRIBER USING THE SERVICES, INCLUDING WITHOUT LIMITATION, DEFAMATORY, OFFENSIVE OR ILLEGAL

CONDUCT OR CONTENT; AND/OR (E) DAMAGES IN ANY MANNER RELATING TO ANY CONTENT. THIS LIMITATION APPLIES TO ALL CLAIMS, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, WHETHER OR NOT PADLET HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND FURTHER WHERE A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL LIABILITY OF PADLET AND ITS DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, AGENTS, SUPPLIERS, AND/OR DISTRIBUTORS, FOR ANY CLAIM UNDER THIS AGREEMENT, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE GREATER OF FIFTY DOLLARS (US\$50.00) OR THE AMOUNT YOU PAID US TO USE THE APPLICABLE SERVICE(S).

11. Exclusions to Warranties and Limitation of Liability

Some jurisdictions may not allow the exclusion of certain warranties or the exclusion/limitation of liability as set forth in Section 14, so the limitations above may not apply to you.

12. Termination

Either party may terminate this Agreement at any time by notifying the other party. Padlet may also terminate or suspend your access to or ability to use any and all Services immediately, without prior notice or liability, for any reason or no reason, including but not limited to if you breach any of the terms or conditions of this Agreement. In particular, Padlet may immediately terminate or suspend Accounts that have been flagged for repeat copyright infringement. Upon termination of your access to or ability to use a Service, including but not limited to suspension of your Account on a Service, your right to use or access that Service and any Content will immediately cease. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability. Termination of your access to and use of the Services shall not relieve you of any obligations arising or accruing prior to such termination or limit any liability which you otherwise may have to Padlet or any third party.

13. Legal Disputes

You and Padlet agree that we will resolve any claim or controversy at law or equity that arises out of this Agreement or the Services in accordance with this Section or as you and Padlet otherwise agree in writing. Before resorting to

litigation, we strongly encourage you to contact us directly to seek a resolution.

Law and Forum for Legal Disputes: This Agreement shall be governed in all respects by the laws of the State of California as they apply to agreements entered into and to be performed entirely within California between California residents, without regard to conflict of law provisions. You agree that any claim or dispute you may have against Padlet must be resolved exclusively by a state or federal court located in San Francisco County, California, except as otherwise agreed by the parties. You agree to submit to the personal jurisdiction of the courts located within San Francisco County, San Francisco for the purpose of litigating all such claims or disputes.

14. Miscellaneous

This Agreement, as modified from time to time, constitutes the entire agreement between you and Padlet with respect to the subject matter hereof. This Agreement replaces all prior or contemporaneous understandings or agreements, written or oral, regarding the subject matter hereof and constitutes the entire and exclusive agreement between the parties. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable, or sublicensable by you except with Padlet's prior written consent. Padlet may assign this Agreement in whole or in part at any time without your consent. No agency, partnership, joint venture, or employment is created as a result of this Agreement and you do not have any authority of any kind to bind Padlet in any respect whatsoever. Any notice to Padlet that is required or permitted by this Agreement shall be in writing and shall be deemed effective upon receipt, when delivered in person by nationally recognized overnight courier or mailed by first class, registered or certified mail, postage prepaid, to Wallwisher, Inc., 175 Acalanes Drive, #31, Sunnyvale, CA, USA, Attn: Legal Department.

15. Special Provisions for Subscribers Located Outside of the United States

Padlet provides global products and services and enables a global community for individuals to share and follow the things they love. Padlet's operations are, however, located in the United States, and Padlet's policies and procedures are based on United States law. As such, the following provisions apply specifically to Subscribers located outside of the United

States: (1) you consent to the transfer, storage, and processing of your information, including but not limited to Subscriber Content and any personal information, to and in the United States and/or other countries; and (2) if you are using the Services from a country embargoed by the United States, or are on the United States Treasury Department's list of "Specially Designated Nationals," you agree that you will not conduct any commercial activities using or through the Services.

16. DMCA Copyright Policy

Padlet has adopted the following policy toward copyright infringement on the Services in accordance with the Digital Millennium Copyright Act (a copy of which is located at <http://www.loc.gov/copyright/legislation/dmca.pdf>, the "DMCA"). The address of Padlet's Designated Agent for copyright takedown notices ("Designated Agent") is listed below.

Reporting Instances of Copyright Infringement: If you believe that Content residing or accessible on or through the Services infringes a copyright, please send a notice of copyright infringement containing the following information to the Designated Agent at the address below:

1. Identification of the work or material being infringed.
2. Identification of the material that is claimed to be infringing, including its location, with sufficient detail so that Padlet is capable of finding it and verifying its existence.
3. Contact information for the notifying party (the "Notifying Party"), including name, address, telephone number and e-mail address.
4. A statement that the Notifying Party has a good faith belief that the material is not authorized by the copyright owner, its agent or law.
5. A statement made under penalty of perjury that the information provided in the notice is accurate and that the Notifying Party is authorized to make the complaint on behalf of the copyright owner.
6. A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed.

After removing material pursuant to a valid DMCA notice, Padlet will immediately notify the Subscriber responsible for the allegedly infringing material that it has removed or disabled access to the material. Padlet reserves the right, in its sole discretion, to immediately terminate the account of any Subscriber who is the subject of repeated DMCA notifications.

Submitting a DMCA Counter-Notification: If you believe you are the wrongful subject of a DMCA notification, you may file a

counter-notification with Padlet by providing the following information to the Designated Agent at the address below:

- The specific URLs of material that Padlet has removed or to which Padlet has disabled access.
- Your name, address, telephone number, and email address.
- A statement that you consent to the jurisdiction of Federal District Court for the judicial district in which your address is located (or the federal district courts located in New York County, New York if your address is outside of the United States), and that you will accept service of process from the person who provided the original DMCA notification or an agent of such person.
- The following statement: "I swear, under penalty of perjury, that I have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled."
- Your signature.

Upon receipt of a valid counter-notification, Padlet will forward it to Notifying Party who submitted the original DMCA notification. The original Notifying Party (or the copyright holder he or she represents) will then have ten (10) days to notify us that he or she has filed legal action relating to the allegedly infringing material. If Padlet does not receive any such notification within ten (10) days, we may restore the material to the Services.

Designated Agent

Wallwisher, Inc.

981 Mission St, San Francisco, CA 94103

Attn: Copyright Agent

Email: hello@padlet.com

※※※※※

[Login / Sign up](#)

PIXLR

PRIVACY POLICY - USERS AND VISITORS

We hereby inform you on Our current privacy policies (including our Children's Privacy Policy below) and practices applicable to the processing of your personal data ("Personal Data") collected by Inmage Group through the website of pixlr.com (the "Website").

ESSENTIAL INFORMATION

Pixlr (<https://pixlr.com/>) is one of the websites being operated by the relevant entity within Inmage Group which comprises of various legal entities throughout the world.

Inmage Lab Pte. Ltd. acting as a data controller for the processing of your Personal Data will depend on how you interact with the Website where you are located and on the entity that have a relationship with you, as the case may be. The relevant Inmage Group entities are referred to as "Inmage Group", "Our", "We" or "Us" in this Privacy Policy.

For any general queries you may contact Us at: info@pixlr.com or by postal mail at 30, Cecil Street, #19-08 Prudential Tower, Singapore 049712. As an EU citizen, you may also contact Our representative in the EU, Rivacy GmbH, at: info@rivacy.eu or by postal mail at Hammerbrookstraße 90, 20097 Hamburg, Germany.

You may get in touch with Our designated Data Protection Officer at dpo@inmage.com

WHAT DOES THIS PRIVACY POLICY COVER?

This Privacy Policy generally describes, inter alia, the Personal Data We may collect from you, the processing of such Personal Data and your rights in relation thereto.

INFORMATION WE MAY COLLECT FROM YOU

The term Personal Data refers to the data you provide to Us through the Website and may vary depending on the type of relationship you have with Us. Personal Data include:

By using our site, you acknowledge that you read and understand our Cookie Policy.

ACCEPT

The information systems and software procedures used to operate this Website acquire personal data as part of their standard functioning. The transmission of such data is an inherent feature of Internet communication protocols. This data category includes, among other things, the IP addresses and/or the domain names of the computers and terminal equipment used by any user, the location of the devices, the URI/URL (*Uniform Resource Identifier/Locator*) addresses of the requested resources, the time of such requests, the method used for submitting a given request to the server, returned file size, a numerical code relating to server response status (successfully performed, error, etc.) and other parameters related to the users' operating system and computer environment.

REGISTRATION PROFILE

If you decide to create an account on the Website, you may be required to provide Us your Personal Data such as e-mail address, country and encrypted password with the submission of the registration form. You may also include additional Personal Data such as your username.

FINANCIAL INFORMATION AND BILLING DETAILS

If you purchase or subscribe any of Our products and/or services, you will also be required to provide Us Personal Data related to payments and billing, including card number, card holder name, card expiry date and CVC/CVV/CID. We do not store credit card details. Upon the completion of the purchase of Our products and/or services, We collect transaction details from the payment gateway provider only.

DETAILS UNDER THE "CONTACT US" SECTION

When you contact Us through info@pixlr.com, creators@pixlr.com, education@pixlr.com or legal@pixlr.com, you may be required to provide Us your Personal Data such as name, email address and, at your own discretion, other information you decide to share with Us, that We may collect from you.

COOKIES

We use cookies and similar technologies or tools to collect information about your activities on Our Website, including to use social media features or services on Our Website which may enable you to connect with Our social media page or share any promotional activities with your friends and social networks. Detailed information on the cookies We use and the purpose for which We use them are set out in Our [Cookie Policy](#).

HOW DO WE USE YOUR INFORMATION AND WHY?

Your Personal Data will be collected and processed for the following purposes:

By using our site, you acknowledge that you read and understand our Cookie Policy.

ACCEPT

Categories of data:	Purposes of processing	Legal basis:
Browsing data	To extract statistical information on service usage (most visited pages, visitors by time/date, geographical areas of origin, etc.) and to check the functioning of the services.	It is Imagine Group's legitimate interest to analyse and improve the performance of its services and to prevent crimes and frauds (Art. 6(1)(f) of the GDPR). We will analyse your Personal Data in order to improve Our services and your experience with Our Website (where your consent is not required, Art. 6(1)(a) of the GDPR).
Registration/creation of the profile	To process the creation of your account and profile on the Website and to provide or allow you to access certain areas, functions and features of Our Website.	Necessary for the performance of a contract to which you are party or in order to take steps at your prior to entering into a contract (Art. 6(1)(b) of the GDPR).
Biographical data, financial information and billing details	To provide you with the products and/or services you purchased or subscribed to, as well as processing transactions and payments in connection therewith.	Necessary for the performance of a contract to which you are party or in order to take steps at your prior to entering into a contract (Art. 6(1)(b) of the GDPR).
	For administrative purposes connected with the performance of the commercial relationship with you or the fulfillment of legal requirements (e.g., accounting or tax requirements) or for complying with any requests from the competent authorities.	Compliance with a legal obligation to which We are subject (Art. 6(1)(c) of the GDPR) or, in the event there is no such legal obligation, Our legitimate interest to keep adequate records in connection with the execution of the commercial relationship (Art. 6(1)(f) of the GDPR).

By using our site, you acknowledge that you read and understand our Cookie Policy

ACCEPT

Categories of data:	Purposes of processing	Legal basis:
	To share the Personal Data with the other Inmage Group companies within the European Economic Area (EEA) for internal administrative and accounting purposes.	It is Inmage Group's legitimate interest for transmitting Personal Data within the group of undertakings for internal administrative purposes, including the processing of customers' Personal Data (Art. 6(1)(f) of the GDPR).
Account and contact details	To contact you with information about current or new products, commercial opportunities, promotions and services or events sponsored by us that may be deemed to be of interest to you, as well as to verify customer satisfaction and to carry out market research, analysis and surveys, and also to allow you to participate into prize contests, rewards, trips and/or receive gifts.	Your consent (Art. 6(1)(a) of the GDPR).
	To respond to your queries and questions and to provide any information you require (e.g., information and suggestion about products) in the "Contact Us" section.	It is Inmage Group's legitimate interest to provide customer service and respond to your queries (Art. 6(1)(f) of the GDPR).

The submission of your Personal Data is not mandatory. Any refusal to provide the consent will not have any effect other than Our inability to provide you the products and/or services. In such situation, We shall not be liable for any losses, liabilities and damages whatsoever and howsoever arising thereof. At any time, you have the right to withdraw your consent. The withdrawal of consent shall not affect the lawfulness of processing based on consent before the withdrawal.

INFORMATION WE MAY SHARE AND DATA RECIPIENTS

Your Personal Data are processed by Our personnel and, if necessary or functional to fulfilling the purposes indicated above, your Personal Data may be processed by third parties that may be appointed by Us as data processors.

By using our site, you acknowledge that you read and understand our Cookie Policy.

ACCEPT

- a. third parties such as (i) IT providers; (ii) financial institutions or payment gateway providers in connection with the processing of financial and payment information; (iii) marketing agencies to carry out marketing campaigns, surveys and promotions; (iv) legal, accounting, tax, labour consultants and other professionals; and (v) other Inmage Group companies within the European Economic Area (EEA); and
- b. public entities and authorities, exclusively for the purpose of fulfilling legal and regulatory obligations.

Under certain circumstances, your Personal Data may be transferred outside the European Economic Area (EEA) to other Inmage Group companies or to third party's data processors. In such cases, We ensure that We have adopted appropriate safeguards, including binding corporate rules or standard data protection clauses adopted by the European Commission, in order to guarantee the data subjects with an adequate level of protection. You may obtain a copy of these appropriate or suitable safeguards when contacting Us at the contact details above.

RETENTION OF YOUR PERSONAL DATA

Data are retained as long as necessary for the performance of the services provided by the Website and to comply with legal obligations (including, auditing or taxation purposes), to meet regulatory requirements, resolve disputes, maintain security, and/or to prevent frauds and abuse.

In relation to Personal Data of your profile, We will retain the same as long as your account with Us is still active. If you choose to close the account or if your account is closed, We will delete your Personal Data and information within thirty (30) days. This is without prejudice to Our right to retain the information (such as username and transaction details) to comply with legal obligations, prevent frauds and protect Our legal interest.

SECURITY

We treat the security for all information submitted or provided by you to Us seriously and is of importance to Us. We will take reasonable steps to protect or secure this data, including your Personal Data. Accordingly, We may require Our employees or third-party service providers to assist Us in implementing or applying appropriate securities measures (such as firewalls, penetration testing and etc). You are also advised not to disclose and secure your own username and password.

YOUR RIGHTS

You have the right to obtain from Us confirmation whether your Personal Data are being processed by Us, and, in said circumstances, you have the right to request access to and rectification or erasure

By using our site, you acknowledge that you read and understand our Cookie Policy.

ACCEPT

right to receive your Personal Data in a structured, commonly used and machine-readable format and to request the transmission of said data.

With respect to the right to object where the processing is based on Our legitimate interest, you can object to the processing at any time and We will cease processing your Personal Data unless we have a compelling legitimate reason to continue such processing or where the processing is needed for legal reasons. In addition, you can object to the processing of your Personal Data in the circumstance such as where We are processing the Personal Data for direct marketing purposes.

If you have subscribed to or opted-in to receive Our marketing communications you can opt-out at any time through the "Settings" section, free of charge, requesting that your Personal Data not be used for marketing purposes.

You may exercise any of the above rights by contacting Us at info@pixlr.com or by postal mail at 30, Cecil Street, #19-08 Prudential Tower, Singapore 049712. As an EU citizen, you may also contact Our representative in the EU, Rivacy GmbH, at Hammerbrookstraße 90, 20097 Hamburg, Germany.

You have the right to lodge a complaint with a supervisory authority.

LINKS TO THIRD PARTY WEBSITE(S)

Our Website or any products/services being rendered to you may contain links to other websites that are not operated by Us and whose privacy practices may differ from Us. If you click on a third-party link, you may be directed to the thirdparty website. Any submission of your Personal Data to any of those third-party websites will be governed by the relevant third-parties' privacy policies. We have no control and shall not assume any responsibilities howsoever arising thereof and We strongly advise you to carefully read the privacy policies prior to the disclosure of any information.

ADVERTISING

We may, from time to time, partner with a third party to display Our or a third party's advertisement(s) on Our Website or engage a third party to manage Our advertising on Our Website. For more detailed information, please refer to Our [Cookie Policy](#).

Mobile Applications or Mobile Website

We may provide Our products or services to you via our mobile applications or mobile website that is designed to be used on mobile computing devices (the "Applications"). You may be required to log in to Our mobile applications or mobile website with your username and password in order to allow you to associate with the user account you have created on Our Website. The processing of Personal Data information therein will also be governed in accordance with this Privacy Policy and Our Cookie Policy.

By using our site, you acknowledge that you read and understand our [Cookie Policy](#).

ACCEPT

In addition to the above, you may opt-out of personalised advertising by adjusting the settings on your mobile device.

- For iOS mobile devices:

Go to "Settings" on your mobile device > scroll down to "Privacy" > select "Advertising" > turn on "Limit Ad Tracking".

- For Android mobile devices:

Go to "Settings" on your mobile device > scroll down to "Google" > select "Ads" > turn on "Opt-out of Ads personalisation".

Please be aware that such an opt-out will disable all personalised ads on applications which use IDFA and Google Android Advertising ID. This does not mean you will not see advertisement. You will see advertisements that are not personalised to you.

CONTACT US

If you: (i) have any questions, queries, inquiries or comments on Our Privacy Policy; (ii) have any concerns about how We process your Personal Data; (iii) would like to opt out of direct marketing activities; (iv) would like Us to update information or preferences you have provided to Us; or (v) have any other issues relating to this Privacy Policy, you may also get in touch with Our designated Data Protection Officer at dpo@inmagine.com

CHANGES TO THIS PRIVACY POLICY

We will keep this Privacy Policy under regular review, and We may update this Privacy Policy from time to time. The updated version shall apply and supersede all previous versions. Hence, it is advisable that you check this Privacy Policy on a regular basis.

CHILDREN'S PRIVACY POLICY (PIXLR FOR EDUCATION)

This Children's Privacy Policy explains Our information collection, use, consent practices, disclosure and retention with respect to personal data ("Personal Data") provided by the child ("Child" or "Children") through the website of pixlr.com (the "Website").

This Children's Privacy Policy is in accordance with the United States Children's Online Privacy Protection Act ("COPPA") and the European Union's General Data Protection Regulation ("GDPR"), and outlines our practices in the United States and the European Union regarding Children's Personal Data.

By using our site, you acknowledge that you read and understand our Cookie Policy

ACCEPT

ESSENTIAL INFORMATION

For the purposes of processing of the Personal Data relating to Children on the Website, the relevant Imagine Group entity acting as data controller is Imagine Lab Pte. Ltd. "Our", "We" or "Us" in this Children's Privacy Policy shall mean Imagine Lab Pte. Ltd.

For any general queries you may contact Us at: education@pixlr.com.

PERSONAL DATA WE MAY COLLECT FROM THE CHILD

The term Personal Data refers to the data the Child provides to Us through the Website including:

BROWSING DATA

The information systems and software procedures used to operate this Website which acquire Personal Data as part of their standard functioning. The transmission of such Personal Data is an inherent feature of Internet communication protocols. This Personal Data category includes, among other things, the IP addresses and/or the domain names of the computers and terminal equipment used by the Child, the location of the devices, the URI/URL (*Uniform Resource Identifier/Locator*) addresses of the requested resources, the time of such requests, the method used for submitting a given request to the server, returned file size, a numerical code relating to server response status (successfully performed, error, etc.) and other parameters related to the Child's operating system and computer environment.

REGISTRATION PROFILE

If a Child decides to create an account on the Website, We require the Child to provide Us the following information such as name, school name, location, level of education, e-mail address, country and a password which shall be encrypted.

PHOTOS AND CONTENT

Our service involves photo editing products and the Child may include photographs of themselves (or other individuals) onto the product and stored locally within the web browser. We do not upload nor store any photographs or content nor make any of the content accessible to the public.

HOW WE COLLECT THE PERSONAL DATA

We use cookies and similar technologies or tools to collect information about the Child's activities on Our Website, including using social media features or services on Our Website which may enable the Child to connect with Our social media page or share any promotional activities with their friends and

By using our site, you acknowledge that you read and understand our Cookie Policy

ACCEPT

HOW WE USE THE PERSONAL DATA

The Personal Data will be collected and processed for the purposes as stated in Our Pixlr Privacy Policy as stated above. We will not use the Personal Data for any purposes other than those authorised under the Pixlr Privacy Policy.

HOW DO WE GET CONSENT FROM TEACHERS AND SCHOOL ADMINISTRATORS FOR SCHOOL-BASED ACTIVITIES

We allow teachers and school administrators to consent instead of parent(s) or legal guardian(s) for the collection of Personal Data from the Child with respect to their school-based activities.

HOW TEACHERS AND SCHOOL ADMINISTRATORS ACCESS, CHANGE OR DELETE THE PERSONAL DATA OF THE CHILD

Teachers and school administrators may at any time access or make changes to the Child's account or personal information the We have collected online from the Child.

At any time, teachers and school administrators can also refuse to permit Us to collect further Personal Data from the Child, and can request that We delete from Our records the Personal Data We have collected in connection with that account.

Teachers and school administrators can request access to, change and/or delete the Child's Personal Data by contacting Us at education@pixlr.com. For the Child's protection, We may need to verify the identity of the teacher or school administrator before implementing any request of access, change or deletion of the Personal Data of the Child.

HOW TEACHERS OR SCHOOL ADMINISTRATORS RAISE OTHER QUESTIONS OR CONCERNS

If teachers or school administrators have any questions or concerns about the Child's use or the Website, We encourage the teachers or school administrators to contact Us at education@pixlr.com.

DISCLOSURE OF THE PERSONAL DATA AND DATA RECIPIENTS

We will only disclose the Personal Data in accordance with Our Pixlr Privacy Policy as stated above. We will not disclose the Personal Data for any purposes other than those authorised under the Pixlr Privacy Policy.

By using our site, you acknowledge that you read and understand our Cookie Policy.

ACCEPT

The Child's Personal Data will be retained in accordance with Our Pixlr Privacy Policy as stated above.

If the Child chooses to close the account or if the account is closed, We will delete the Child's Personal Data and information within thirty (30) days. This is without prejudice to Our right to retain the information (such as username and transaction details) to comply with legal obligations, prevent frauds and protect Our legal interest.

SECURITY

We treat the security of all Personal Data submitted or provided by the Child to Us seriously and of utmost importance. We shall take reasonable steps to protect or secure the Personal Data. Accordingly, We may require Our employees or third-party service providers to assist Us in implementing or applying appropriate securities measures (such as firewalls, penetration testing and etc). Children are advised to not disclose and to keep secure their own username and password at all times.


CONTACT US

If the Child and/or the teacher or administrator may have any other issues relating to this Children's Privacy Policy, the Child and/or the teacher or administrator may get in touch with us at education@pixlr.com.

CHANGES TO THIS CHILDREN'S PRIVACY POLICY

We will keep this Children's Privacy Policy under regular review, and may update this Children's Privacy Policy from time to time. The updated version shall apply and supersede all previous versions.

Last updated: 1 February 2021

 <p>Pixlr by Inmagine is part of a creative ecosystem on a mission to make design easy for everyone</p>	COMPANY	LEGAL	EARN	FOLLOW US
	About Us	License Agreement	Become a Creator	Blog
	Advertise with Us	Pixlr Creator Agreement		Twitter
	PRODUCTS	Terms of Use	HELP	Facebook
	PRIVACY	Privacy Policy	Contact Us	Instagram
	SUPPORT	CONTACT US	PRIVACY	ABOUT
By using our site, you acknowledge that you read and understand our Cookie Policy .				ACCEPT

TRIMBLE SKETCHUP FOR SCHOOLS EDUCATIONAL USE AGREEMENT

VERSION 1.0 (Last updated March 10, 2017)

BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT OR ACCESSING OR USING THE SERVICE, YOU ARE ACCEPTING ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MAY NOT USE THE SERVICE. YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN AGREEMENT SIGNED BY YOU.

IF YOU are using the SERVICE AS AN ADMINISTRATOR, EMPLOYEE, CONTRACTOR, OR AGENT OF AN EDUCATIONAL INSTITUTION, THEN YOU MUST BE AUTHORIZED TO SIGN FOR AND BIND THE EDUCATIONAL INSTITUTION IN ORDER TO ACCEPT THE TERMS OF THIS AGREEMENT, AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO DO SO. THE RIGHTS GRANTED UNDER THIS AGREEMENT ARE EXPRESSLY CONDITIONED UPON ACCEPTANCE BY SUCH AUTHORIZED PERSONNEL.

By clicking "Accept All Cookies", you agree to the storing of cookies on your device to enhance site navigation, analyze site usage, and assist in our marketing efforts.

[Cookies Settings](#)

Accept All Cookies

SERVICE WILL BE STORED IN GOOGLE SERVICES AND NOT ON THE SERVICE OR BY TRIMBLE.

This SketchUp for Schools Educational Use Agreement (this "**Agreement**") is entered into as of the Effective Date between Trimble Inc., a Delaware corporation, and its affiliates ("**Trimble**") and you ("**Institution**" or "**you**"), a primary or secondary educational institution accessing or using Trimble's online software-as-a-service solution known as SketchUp for Schools (the "**Service**"). The Service is meant for use by primary and secondary educational institutions only. If you are not using the Service on behalf of such an institution, then you may not use the Service.

Entry into the Agreement. The "**Effective Date**" of this Agreement is the date that Institution first accesses the Service through any online provisioning, registration or order process.

Changes to Agreement. From time to time, Trimble may modify this Agreement. Trimble will use reasonable efforts to notify Institution of the changes through communications via Institution's account, email or other means. Institution may be required to click to accept or otherwise agree to the modified Agreement before continuing to use the Service. The then-current version of this Agreement can be accessed and viewed at any time at <https://www.sketchup.com/edu-tos>.

TERMS AND CONDITIONS

By clicking "Accept All Cookies", you agree to the storing of cookies on your device to enhance site navigation, analyze site usage, and assist in our marketing efforts.

[Cookies Settings](#)

Accept All Cookies

the Service during the term of this Agreement, but only (a) for its own benefit for educational, non-commercial purposes, (b) in accordance with any User or similar scope of use restrictions specified by Trimble and (c) in accordance with the terms and conditions of this Agreement. There is no fee for use of the Service in accordance with this Agreement. Institution will appoint one or more employees, contractors or agents of Institution to have administrative privileges over Institution's Service account ("**Administrators**"). Administrators may provision (i) students of Institution and (ii) faculty members and other employees, contractors and agents of Institution (collectively, "**Users**") with access to use the Service as permitted herein. For the avoidance of doubt, Administrators are also "Users" under this Agreement. Institution will be responsible for all Users' compliance with the terms and conditions of this Agreement and any and all actions taken using Institution's or any User's account. In the event that any User no longer a student, employee, contractor or agent of Institution, Institution will be solely responsible for de-activating such User's access.

2. General Restrictions

Institution will not (and will not permit any third party to): (a) rent, lease, copy, provide access to or sublicense the Service to a third party; (b) use the Service to provide, create or develop, or incorporate the Service into, any other product or service; (c) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or non-public APIs to the Service, except to the extent expressly permitted by applicable law (and then only upon advance notice to Trimble); (d) modify the Service or any related documentation, or create any derivative product from any of the foregoing; (e) remove or obscure any proprietary or other

By clicking "Accept All Cookies", you agree to the storing of cookies on your device to enhance site navigation, analyze site usage, and assist in our marketing efforts.

[Cookies Settings](#)

Accept All Cookies

3. Google Services

3.1. Google Accounts

In order to use Service, Institution and each User must have a valid account for use of Google Inc.'s ("**Google's**") products, services, content, and other related offerings (collectively, "**Google Services**"). Institution is responsible for maintaining a valid Google account in order to use the Services and make the Services available to Users. Institution acknowledges and agrees that if Institution or any User's Google Services account is terminated, then Institution or the User (as applicable) will no longer be able to access the Service. All registration data related to a User's Google account will be stored on the Google Services in accordance with the Google Terms (which detail Google's rights with respect to tracking, analyzing and using data submitted to the Google Services) and not stored on the Service or by Trimble. For the avoidance of doubt, Trimble is not responsible for any data or information (including Models) stored on the Google Services.

3.2. Google Terms

For the avoidance of doubt, all use of and access to the Google Services by Institution or any User is governed by, as applicable, the G Suite for Education (Online) Agreement (available at https://gsuite.google.com/terms/education_terms.html), the G Suite Marketplace Terms of Service (available at <https://gsuite.google.com/terms/marketplace/tos.html>), Google's Terms of Service (available at <https://www.google.com/policies/terms/>) and Google's Privacy Policy

By clicking "Accept All Cookies", you agree to the storing of cookies on your device to enhance site navigation, analyze site usage, and assist in our marketing efforts.

Cookies Settings

Accept All Cookies

NEITHER TRIMBLE NOR TRIMBLE'S SUPPLIERS HAVE ANY RESPONSIBILITY OR OFFER ANY WARRANTY REGARDING THE AVAILABILITY, PERFORMANCE OR FUNCTIONALITY OF THE GOOGLE SERVICES. TRIMBLE MAKES NO WARRANTY THAT THE SERVICE WILL MAINTAIN INTEROPERABILITY WITH THE GOOGLE SERVICES.

4. Models

As between the parties, Institution shall retain all right, title and interest (including any and all intellectual property rights) in and to the Models created by Institution using the Service. Subject to the terms of this Agreement, Institution hereby grants to Trimble a non-exclusive, worldwide, royalty-free right to use, copy, transmit, modify, create derivative works of and publicly perform and display the Models solely to the extent necessary to provide the Service to Institution. Institution acknowledges that any Models saved by Users will be stored on the Google Services and will not be stored on the Service.

5. Use of other Trimble Offerings

The Service may allow Users to access other Trimble products and services ("**Trimble Offerings**"). For the avoidance of doubt, this Agreement governs use of the Service only and any use of or access to another Trimble Offering is subject to the applicable terms for such Trimble Offering. Institution acknowledges that (a) a User may be required to create an account with Trimble to use or access certain Trimble Offerings and (b) use of or access to certain Trimble Offerings may be prohibited by Users under a certain agreement set forth in the applicable terms of

[Cookies Settings](#)

By clicking "Accept All Cookies", you agree to the storing of cookies on your device to enhance site navigation, analyze site usage, and assist in our marketing efforts.

Accept All Cookies

Institution shall ensure that Institution's use of the Service and all Models are at all times compliant with Institution's privacy policies, and all applicable local, state, federal and international laws, regulations and conventions, including, without limitation, those related to data privacy, data transfer, international communications and the exportation of technical or personal data. Institution is solely responsible for the accuracy, content and legality of all Models. Institution represents and warrants to Trimble that Institution has sufficient rights in the Models to grant the rights granted to Trimble in Section 4 (Models) above and the Models do not infringe or violate the intellectual property, publicity, privacy or other rights of any third party.

In addition, Institution specifically agrees not to submit to the Service any data or information other than Models, including without limitation any patient, medical or other protected health information regulated by HIPAA or any similar federal or state laws, rules or regulations ("**Health Information**") or any other personally-identifiable information. Institution acknowledges that Trimble is not a Business Associate or subcontractor (as those terms are defined in HIPAA) and that the Service are not HIPAA compliant. "**HIPAA**" means the Health Insurance Portability and Accountability Act, as amended and supplemented. Trimble shall have no liability under this Agreement for Health Information or any other personally-identifiable information, notwithstanding anything to the contrary herein.

7. Support

Trimble may, in its sole discretion, provide tutorials or other support to

By clicking "Accept All Cookies", you agree to the storing of cookies on your device to enhance site navigation, analyze site usage, and assist in our marketing efforts.

[Cookies Settings](#)

Accept All Cookies

The parties may disclose to each other information identified at the time of disclosure as confidential or which should be reasonably known by the receiving party to be confidential ("**Confidential Information**"), which may include information concerning their respective businesses and technology. The Service (including the performance characteristics of the Service) and all related documentation are Confidential Information of Trimble. Except as authorized herein, the receiving party will (i) hold in confidence and not disclose any Confidential Information to third parties and (ii) not use Confidential Information for any purpose other than fulfilling its obligations and exercising its rights under this Agreement. The receiving party may disclose Confidential Information to its employees, agents, contractors and other representatives having a need to know (including, for Trimble, the subcontractors referenced in Section 16), provided that such representatives are bound to confidentiality obligations no less protective of the disclosing party than this Section and that the receiving party remains responsible for compliance by any such representative with the terms of this Section. These restrictions on disclosure will not apply to any information that: (a) is or becomes generally known or publicly available through no act or omission of the receiving party; (b) is known by the receiving party without confidentiality restriction at the time of receiving such information, as shown by written records; or (c) is furnished to the receiving party by a third party without confidentiality restriction. The receiving party may make disclosures to the extent required by law or court order, provided the receiving party notifies the disclosing party in advance and cooperates in any effort to obtain confidential treatment. The receiving party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient

By clicking "Accept All Cookies", you agree to the storing of cookies on your device to enhance site navigation, analyze site usage, and assist in our marketing efforts.

[Cookies Settings](#)

Accept All Cookies

Institution acknowledges that it is obtaining only a limited right to the use the Service and that no ownership rights are being conveyed to Institution. Trimble or its suppliers retain all right, title and interest (including all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Service, all related and underlying technology and documentation, and any derivative works or modifications of any of the foregoing, including without limitation as may incorporate Feedback (collectively, "**Trimble Technology**"). Further, Institution acknowledges that the Service is offered as an on-line, hosted solution, and that Institution has no right to obtain a copy of any code underlying the Service. Institution, from time to time, may submit comments, questions, suggestions or other feedback relating to Trimble's products and services to Trimble ("**Feedback**"). Trimble may freely use, copy, disclose, prepare derivative works based on, publicly perform or display, distribute and exploit any Feedback, bug reports or suggestions Institution provides to Trimble regarding the Service or other Trimble products and services, without any obligation, royalty or restriction based on intellectual property rights or otherwise. In addition to Trimble's other rights, Trimble may collect aggregated information regarding Institution's interaction with the Service and Models (excluding any personally identifiable information) and may exploit and use such aggregated information for any purpose without restriction.

10. Term and Termination

This Agreement is effective as of the Effective Date and expires on the date of termination. Either party may terminate this agreement, for any reason or no reason, immediately upon written notice to the other party. Upon any expiration

By clicking "Accept All Cookies", you agree to the storing of cookies on your device to enhance site navigation, analyze site usage, and assist in our marketing efforts.

[Cookies Settings](#)

Accept All Cookies

remedy under this Agreement, including termination, will be without prejudice to any other remedies it may have under this Agreement, by law or otherwise. This Section 10 and Sections 2 (General Restrictions), 3.3 (Google Services Disclaimer), 6 (Institution Obligations), 8 (Confidential Information), 9 (Intellectual Property Rights), 11 (Disclaimers), 12 (Limitation of Liability), 13 (Institution Indemnity), 14 (Export Control), 15 (Governing Law; Dispute Resolution) and 16 (General) will survive any expiration or termination of this Agreement.

11. Disclaimers

11.1. No Warranty

THE SERVICE IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. TRIMBLE WILL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF TRIMBLE. Trimble does not warrant that it will review the MODELS for accuracy or that it will preserve or maintain the MODELS without loss. INSTITUTION MAY HAVE OTHER STATUTORY RIGHTS; HOWEVER, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, WILL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW.

By clicking "Accept All Cookies", you agree to the storing of cookies on your device to enhance site navigation, analyze site usage, and assist in our marketing efforts.

Cookies Settings

Accept All Cookies

HAZARDOUS ACTIVITIES ("**HIGH RISK ACTIVITIES**"). TRIMBLE SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES. INSTITUTION REPRESENTS AND WARRANTS THAT INSTITUTION WILL NOT USE THE SERVICE (OR PERMIT IT TO BE USED) FOR HIGH RISK ACTIVITIES, AND AGREES THAT TRIMBLE WILL HAVE NO LIABILITY FOR USE OF THE SERVICE IN HIGH RISK ACTIVITIES.

11.3. Other Disclaimers

TRIMBLE SHALL NOT BE LIABLE IN ANY MANNER WHATSOEVER FOR THE MODELS CREATED THROUGH THE USE OF THE SERVICE OR INSTITUTION'S OR ANY USER'S RELIANCE ON OR USE OF SUCH MODELS.

12. Limitation of Liability

IN NO EVENT SHALL TRIMBLE BE LIABLE FOR ANY LOSS OF USE, LOST OR INACCURATE DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, TRIMBLE'S ENTIRE LIABILITY TO INSTITUTION UNDER THIS AGREEMENT SHALL NOT EXCEED FIVE HUNDRED DOLLARS (USD \$500).

By clicking "Accept All Cookies", you agree to the storing of cookies on your device to enhance site navigation, analyze site usage, and assist in our marketing efforts.

[Cookies Settings](#)

Accept All Cookies

as expressly authorized by this Agreement or (ii) Institution's violation of this Agreement, including any liability or expense arising from all claims, losses, damages, suits, judgments, litigation costs and attorneys' fees, of every kind and nature. Trimble will provide Institution with written notice of any such claim, suit or action.

14. Export Control

The Service is administered by Trimble from its offices or those of its affiliates at various locations within the United States of America. In Institution's use of the Service, Institution agrees to comply with all export and import laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing: (a) Institution represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country; (b) Institution will not (and will not permit any of its users to) access or use the Service in violation of any U.S. export embargo, prohibition or restriction; and (c) Institution will not submit to the Service any information that is controlled under the U.S. International Traffic in Arms Regulations. Trimble may also make use of its U.S. or foreign affiliates or one or more external service providers to host the Service. Consequently, data is collected, sent, processed and stored in the United States and may be collected, sent, processed and stored outside the United States. Institution acknowledges that in the event of conflict of privacy laws or practices in the Institution's jurisdiction and those in the domicile of the entity hosting Service the law applicable in the domicile of the hosting entity will have

By clicking "Accept All Cookies", you agree to the storing of cookies on your device to enhance site navigation, analyze site usage, and assist in our marketing efforts.

Cookies Settings

Accept All Cookies

United States export laws and regulations. If Institution chooses to access the Service from locations outside the United States, Institution does so on its own initiative and is responsible for compliance with applicable local laws.

In addition to the foregoing, if Institution is located in a country identified in the U.S. Department of Commerce Country Group D list, then it (1) acknowledges that the Service is subject to the Export Administration Regulations (EAR) and the jurisdiction of the U.S. Department of Commerce or subject to the International Traffic in Arms Regulations (ITAR) and the jurisdiction of the U.S. Department of State; (2) certifies that the export, re-export, resale, and/or transfer to any party who is listed by the government of the United States as prohibited from receiving the Service or other restrictions to any destination, end-user, or for any end use prohibited by the laws of the United States, or any other applicable law where such law does not conflict with the laws of the United States, will not be violated; (3) certifies that the Service will not be resold, transferred, or re-exported without prior authorization from the U.S. Government, to any military entity on the U.S. Department of Commerce Country Group D list; (4) certifies that the Service will not be used in designing, developing, production of or using rocket systems, space launch vehicles, and sounding rockets, or unmanned air vehicle systems (including cruise missile systems, target drones and reconnaissance drones); (5) certifies that the Service will not be used in the design, development, production, stockpiling, or using chemical or biological weapons, or precursors; (6) certifies that the Service will not be used in the design, development, production, or testing of nuclear weapons or nuclear explosive devices; (7) certifies that the Service will not be exported/re-exported to Cuba, Iran, North

By clicking "Accept All Cookies", you agree to the storing of cookies on your device to enhance site navigation, analyze site usage, and assist in our marketing efforts.

[Cookies Settings](#)

Accept All Cookies

Denial Orders, the U.S. Department of State's list of individuals debarred from receiving Munitions List items or other entity lists published by agencies of the U.S. Government; and (9) agrees that the export control requirements in this Section 14, including without limitation (1)-(8) above, will survive the completion, early termination, cancellation or expiration for this Agreement.

Institution will defend, indemnify and hold Trimble and its affiliates harmless against any liability (including attorneys' fees) arising out of Institution's failure to comply with the terms of this Section 14. Institution's failure to comply with any term of this Section 14 constitutes a material breach of this Agreement and entitles Trimble to immediately terminate this transaction for Institution's use of the Service in addition to any other remedy available at law or equity.

15. Governing Law; Dispute Resolution

This Agreement will be construed in accordance with the laws of the State of California, USA without reference to its choice of law provisions and without regard to the United Nations Convention on the International Sale of Goods. The Federal and State courts located in Santa Clara County, California will be the exclusive venue for any claim or dispute between the parties or against any agent, employee, successor or assign of the other related to this Agreement and the parties hereby consent to the personal jurisdiction of those courts for such purposes.

16. General

By clicking "Accept All Cookies", you agree to the storing of cookies on your device to enhance site navigation, analyze site usage, and assist in our marketing efforts.

Cookies Settings

Accept All Cookies

Agreement must be in writing, and must be mailed by registered or certified mail, postage prepaid and return receipt requested, or delivered by hand to the party to whom such notice is required or permitted to be given. Except as expressly set forth herein, all amendments must be in writing and signed by both parties.

Waivers must be in writing and no waivers will be implied. This Agreement may not be assigned by Institution, and any purported assignment or amendment in violation of the foregoing will be void. Trimble may assign this Agreement to any affiliate or in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of Trimble's assets or voting securities. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable for any reason, the remaining provisions hereof will be unaffected and remain in full force and effect. This Agreement is the final, complete and exclusive agreement between the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous understandings and agreements relating to such subject matter, whether oral or written. Elements of the Service are commercial computer software. If the user or licensee of the Service is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Service, or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement or by the terms of this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Service was developed fully at private expense. All other use is prohibited.

By clicking "Accept All Cookies", you agree to the storing of cookies on your device to enhance site navigation, analyze site usage, and assist in our marketing efforts.

[Cookies Settings](#)

Accept All Cookies

RENAISSANCE

US Privacy Notice: Renaissance Products

Welcome, Educators! Renaissance Learning, Inc. and its subsidiaries ("**Renaissance**," "**We**," "**Us**," "**Our**") are committed to the privacy and security of Your Data. We have created this Privacy Notice to inform You about Your data rights and the measures We take to protect Your Data and keep it private when You are using our Products in the United States.

If You are using Renaissance Products outside of the United States, please find Your applicable Privacy Notice [HERE](#).

Definitions

Capitalized words have special meaning and are defined below.

"Educators," "You," "Your" means the district, school or institution contracting with Renaissance for use of the Renaissance Products. If You are an individual serving California students, additional information regarding Your California Consumer Privacy Act rights can be found [HERE](#).

"Authorized User(s)" means Your faculty, staff (including administrators and teachers), students accounted for in Your quote, and the parents of such students.

"Products" means the commercial educational online software products being provided to You under Your Terms of Service & License Agreement. Our products include: Accelerated Reader, Accelerated Math, Star Assessments, Star 360, Star Reading, Star Early Literacy, Star Math, Star Custom, Star CBM, Freckle, myON, Lalilo, myIGDIS, and Schoolzilla.

"Data Protection Legislation" means the Family Educational Rights and Privacy Act ("FERPA"), the Children's Online Privacy Protection Act ("COPPA") and any other applicable state education privacy laws and regulations specific to Your Data. If Your School is subject to the California Consumer Privacy Act ("CCPA"), Renaissance acts as a "service provider" as defined under CCPA.

"Your Data" includes: (i) Authorized User rostering information; (ii) Authorized User information or content generated within the Products (ex, scores, assessments, assignments, essays, notes) including, solely with respect to the Star CBM and Lalilo Products, fluency proficiency voice recordings which can be optionally collected by Educators; (iii) Authorized User sign-on information; (iv) student information that You send to Us in connection with a research study request; (v) feedback Your teachers share with Us. Your Data includes both "personally identifiable information" and "personal information" as defined in the applicable Data Protection Legislation. Renaissance considers Your Data to include any information that can be used on its own or with other information to identify Your Authorized Users as individuals.

"De-identified Data" is data that has had any personally identifiable information removed to such a degree that there is no reasonable basis to believe that the remaining data can be used to identify an individual.

Information We Collect

We gather the various types of information below:

- **Usage Information:** We keep track of activity in relation to how You and/or Your Authorized Users use the Products including traffic, location, logs and other communication data.

- **Device Information:** We log information about You and/or Your Authorized User's computing device when they use the Products including the device's unique device identifier, IP address, browser, operating system, and mobile network.
- **Information collected by Cookies and other similar technologies:** We use various technologies to collect aggregated user information which may include saving cookies to Authorized User's computers.
- **Stored Information and Files:** The Products may access files, including metadata, stored on Authorized Users' computing devices if You choose to send or provide to Us.
- **Information Input by You or Authorized Users:** We receive and store information You or Your Authorized Users input into the Products. The specific input information that is stored by each Application can be found [HERE](#).
- **Information Generated from using the Products:** We store information generated by Authorized User's use of the Products. The specific user generated information that is stored by each Application can be found [HERE](#).

How We Use Information

We take Your privacy seriously. Truly. We are proud signatories to the [Student Privacy Pledge](#) which is a voluntary standard that is legally enforceable by the Federal Trade Commission. We won't use Your Data to do anything other than what We describe below. We use Your Data as follows:

- Provide You and Your Authorized Users with access to the Products
- Communicate with Authorized Users as necessary to meet Our obligations to You
- Provide marketing communications to Educators
- Provide You notices about Your account, including expiration and renewal notices
- Carry out Our obligations and enforce Our rights arising from Our Terms of Service and License Agreement
- Notify You of changes to any Products
- Estimate Your size and usage patterns
- Store information about Your preferences, allowing Us to customize Your services
- Maintain and improve performance or functionality of the Products
- Demonstrate the effectiveness of the Products
- To De-identify Your Data so that De-identified Data can be used as follows:
 - aggregate reporting and analytics purposes
 - general research and the development of new technologies
 - improving educational products
 - developing and improving educational sites, services and products
 - where applicable, to support any of the uses above or any other legitimate business purpose



How We Share Information

The security and privacy of Your Data is Our number one priority. We are in the business of making sure You can leverage Your Data to help students. We are not in the business of selling data. We may share and disclose Your Data in the following limited circumstances:

- **Vendors:** We may share Your Data with third party vendors, consultants and other service providers who We employ to perform tasks on Our behalf. These vendors are bound by contractual obligations to keep Your Data safe and honor Our privacy commitments to You. A list of Our hosting and data center vendors can be found [HERE](#).
- **Change of Control:** We are committed to protecting Your Data and honoring Our privacy commitments to You, even in the case We join forces with another organization. If a third-party purchases most of Our ownership interests or assets, or We merge with another organization, it is possible We would need to disclose Your Data to the other organization following the transaction in order to continue providing services to You. The new controlling organization will be subject to the same commitments as set forth in this Privacy Notice.

RENAISSANCE

- **National Security or Law Enforcement:** Under certain circumstances, We may be required to disclose Your Data in response to valid requests by public authorities, including to meet national security or law enforcement requirements.
- **Protection:** We may disclose Your Data if We believe a disclosure is necessary to protect Us, You and/or Your Authorized Users including to protect the safety of a child and/or Our Products.
- **Research:** We may share De-Identified Data with educational institutions; applicable governmental departments or entities working under their authority, to support alignment studies and educational research.
- **Third Parties You Authorize:** We may share Your Data with third parties that You have authorized.

Security

Your Data is stored on servers in the United States with the exception of the Lalilo product which is stored on servers in France. To better serve our US customers, Renaissance anticipates adding a US-based Amazon Web Services region dedicated to our US Lalilo customers within 2021.

The security of Your Data is of the utmost importance to Us. Please review Our [Information Security Overview](#) for more information about how We protect Your Data.

Data Retention and Destruction

We would hate to lose You as a customer, but if You decide not to renew or You terminate Your Terms of Service and License Agreement with Us, We will remove Your Data from the Products.

Contractual Customers: When Your Terms of Service and License Agreement is up for renewal, We provide You with a 60 day grace period prior to scheduling Your Data for removal. If You are using our Freckle Product, You have the option to transfer to our Freckle Product Free-Version prior to having Your Data removed. We provide these options to ensure We will be able to restore access to Your Data should there be a lapse in time between Your contractual end date and Your renewal processing. Following the 60 day grace period, Your Data will be removed from Our primary data storage within 30 days and Our backups within 90 days.

Freckle Product Free-Version: If You are using the Free-Version of Our Freckle product, We will remove accounts that have been consistently inactive for a period of 13 months. Prior to scheduling Your Data for removal, We will send an email to notify You. If You do not wish for Your account to be removed, please respond within 15 days. If We do not hear back from You within that time period, Your Data will be scheduled for deletion and will be removed from Our primary data storage within 30 days and Our backups within 90 days.

If any applicable laws or regulations require Us to keep any of Your Data, We will only keep it for the period and purpose such law or regulation requires.

We do keep, combine and continue to use De-identified Data or anonymized data across all of Our Products.

Privacy Rights

Your Data is, and always will remain, Your property and under Your control. We won't delete, change or divulge any of Your Data except as described in this Privacy Notice.

You are responsible for the content of Your Data. You can retrieve an Authorized User's information using the Products' dashboard(s). If You receive a request from a student or a parent/guardian to change or delete any Authorized User data, You can make the changes to the source data within Your systems.

Effective Date: 5/21/2021

©Copyright 2021 Renaissance Learning, Inc. All rights reserved. | (800) 338-4204 | www.renaissance.com

The Products refresh data on a regular basis. If We are contacted by students, parents or guardians to request data changes or deletions, We will direct their inquiries to You and abide by Your direction.

Data Protection Legislation

Renaissance complies with all applicable Data Protection Legislation. Applicable Data Protection Legislation will control if there is a conflict with this Privacy Notice.

As a condition of using the Products, You are responsible for informing Your Authorized Users about this Privacy Notice and obtaining any applicable parental consents as required by applicable Data Protection Legislation.

Your Nevada Privacy Rights

Senate Bill No. 220 (May 29, 2019) amends Chapter 603A of the Nevada Revised Statutes to permit a Nevada consumer to direct an operator of an Internet website or online service to refrain from making any sale of any covered information the operator has collected or will collect about that consumer. You may submit a request pursuant to this directive by emailing Us at privacy@renaissance.com. We will provide further information about how We verify the authenticity of the request and Your identity. Once again, We are not in the business of selling data. We are required by law to inform our Nevada customers of their important Nevada-specific privacy rights.

Third Parties

The Products may operate with third-party software and/or services obtained separately by You and authorized by You and/or You may be able to access third-party websites and applications (collectively and individually, "Third Party Services"). While We configure Our Products to work with Third Party Services, We do not endorse and are not responsible for the privacy policies, functionality, or operation of Third Party Services.

Updates

If it becomes necessary for Us to change this Privacy Notice, We will post the changes on Our website and do Our best to bring it to Your attention. If that happens, please make sure You review those changes. However, if any laws or regulations change, We will update this Privacy Notice so that We comply with such changes without prior notice. We won't make any material changes to how We use Your Data without notifying You.

Contact Us

If You have any questions or concerns regarding this Privacy Notice, please send a detailed message to privacy@renaissance.com or by mail to Renaissance Learning, Inc., Attn: "Privacy: Data Protection Officer", 6625 W 78th St, Suite 220, Bloomington, MN 55439.



Table of Contents

Khan Academy Privacy
Principles

Overview

Collection of information

Use of information

Sharing and disclosure of
information

Sponsorship and advertising

Transparency and your choices

Your account settings

Security of your personal
information

Links to third parties

Changes to this Privacy Policy

Contact Khan Academy

Schools and student use

Khan Academy Privacy Principles

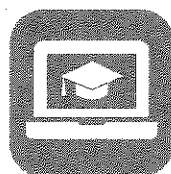
**Our Privacy Policy is fueled by our commitment to
these Privacy Principles:**

1. We're deeply committed to creating a safe and secure online environment for you.
2. We do not sell your personal information to third parties.
We established Khan Academy as a nonprofit organization so that our mission of education and your trust will not be in conflict with a for-profit motive.
3. We strive to provide you with access to and control over the information you give us, and we take the protection of your information very seriously.
4. We take extra precautions for our younger learners as described in our [Children's Privacy Notice](#), including

[Children's Privacy Notice](#)[Donor information](#)[Applicant information](#)[Regional information](#)

restricting child accounts to automatically block features that would allow a child to post or disclose personal information.

5. We do not display advertising on Khan Academy. Our mission is to provide you with a world class education, not to sell you products.



**STUDENT
PRIVACY
PLEDGE**
SIGNATORY

Overview

Khan Academy, Inc. (“**Khan Academy**”, “**our**”, “**us**”, or “**we**”) is a US-based charitable nonprofit organization. As a 501(c)(3) nonprofit, we use the information we collect to provide you with a better experience and fulfill our mission of providing a free, world-class education for anyone, anywhere. We established ourselves as a nonprofit organization so that a for-profit motive will not interfere with our mission of providing a trusted educational resource.

We are committed to protecting your privacy. We understand how important privacy is to you, and we are committed to protecting your privacy and to creating a safe and secure environment for learners of all ages. This Privacy Policy explains how information is collected, used, shared, and protected by Khan Academy when you use (or access) our website at www.khanacademy.org, our mobile application, and online service (collectively, our “**Service**”). Our Khan Academy

Kids mobile application is governed by a [different privacy policy](#).

Note: For each section in this Privacy Policy, you can view the general privacy practices at the beginning of the section, and see more information by reviewing “Learn More” for the relevant section.

Use by Children and Students

For specific information about how we collect, use, and process personal information when providing the Service to schools, school districts, and teachers, please review the [School and Student Use](#).

Our [Children’s Privacy Notice](#) describes how we collect, use, and process personal information from children under 13.

Collection of information

We collect information in the following ways, depending on your use of the Service and your account settings:

- We collect information from you directly, such as when you create an account, communicate with us, participate in activities, events or surveys, or otherwise provide information during your use of the Service.
- We may collect information from others, such as your parent, teacher, or School, or third parties (meaning organizations outside of Khan Academy), such as third party applications that you use to connect to the Service.

- We collect some information automatically, such as information about your use of the Service and the devices you use to access the Service. We may use cookies, web beacons, and similar technologies to collect information as explained in our [Cookie Notice](#). Examples of information we may collect includes:

- Account registration information (username, birthdate, and email)
- Information about your browser or device, and general location
- Information you choose to include in your profile or post in public areas of the Service
- Information you may provide in connection with specific features or special programs
- Non-personal information which may be linked to your personal information, including Information about your use of our Service

Additional information about our collection of Child and student data is provided in our [Children's Privacy Notice](#) and [Schools and Student Use](#). Further information about how Khan Academy collects your information is provided under "Learn More".

Learn
More



Use of information

Khan Academy uses information collected for the purposes of:

- providing the Service
- personalizing your experience
- communicating with you about your account and our Service (including responding to inquiries and sharing information about new features and offerings that may be of interest)
- enabling your participation in special programs that we may offer in partnerships with third parties (if you choose to participate in such special programs)
- understanding and improving our Service, and developing new or improved educational offerings

We may also use de-identified or aggregated information for product development, research, analytics and other purposes, including for the purpose of analyzing, improving or marketing our Service, for demonstrating the impact of our Service, or conducting educational research.

Learn
More



Sharing and disclosure of information

Khan Academy takes great care to protect the personal information you provide to us. We do not sell your personal information to third parties. This section explains circumstances in which we may share personal information with third parties.

We may share personal information:

- with other users of our Service, if you use features that enable you to share your information with (or make it accessible to) others.
- with Vendors, consultants and other service providers working on our behalf
- with other users that are associated with your account, such as a parent, teacher or coach.
- with your school, if you are using our Service for school purposes (please see [Schools and Student Use](#) for more information).
- with your consent (including third party applications that you choose to use, such as complementary services or an Authentication Service). If you choose to use a third-party application or service, the use of your information by the third party will be governed by that party's privacy policy.
- in connection with business transfers (due to mergers and acquisitions).
- for compliance purposes, such as when reasonably necessary to protect the security and safety of our users or Service, or when permitted by law.

We may also share de-identified or aggregated information that does not reasonably identify any individual.

Learn
More



Sponsorship and Advertising

As a nonprofit organization, Khan Academy relies on our sponsors, donors, and other contributors to provide funding necessary to provide the free Service to our users. From time to time, we permit third parties to sponsor content displayed on our Service.

- For example, for-profit organizations may wish to sponsor all content related to a particular educational topic, such as astronomy or biology.
- Sponsored content will always be labeled (e.g., "Sponsored by ___").
- Khan Academy does not share any of your personal information with these sponsors without your consent. We do not provide these sponsors with the ability to track or collect information about our site visitors or users.

Khan Academy does not display third party advertisements on our Service. We may, from time to time, incorporate content or link to content provided by third parties that may be of interest to you and relevant to the educational context of our Service. Some of these materials or websites may include branding or advertisements as permitted by the third party owner or operator. For more information, please review [Links to third parties](#).

Please note that we use our best efforts and take multiple steps to avoid the collection of information for targeted advertising purposes when we believe the Service is being used by Students or Children.

- For example, we take steps to inhibit third party advertising networks from collecting information for targeted advertising purposes on webpages with child-directed content or when a Student or Child User logs into the Service.
- Khan Academy uses the available privacy functionality in YouTube to display video content on YouTube (see additional information under “Learn More”).

Please review our [Children’s Privacy Notice](#) for more information.

Learn
More



Transparency and your choice

We take privacy very seriously. We strive to put you in control of the choices and decisions regarding your personal information.

We understand that your personal information is important to you, and that is why you have choices in how your personal information is used and shared. We want you to have access to your personal information, so that you can help keep it as accurate as possible.

For example, you can choose whether to create an account (or use the Service without registering). If you register for an account, you can:

- Limit optional information you provide
- Choose whether you wish to share personal information with (and use) third party services
- Choose whether to add a coach to your account
- Choose whether you wish to receive optional email
- Update, correct, and delete your account information through your account settings

In some cases, administrative controls for accounts used in a school setting, including the ability to modify or delete the account, are held by the school. For more information, please review our [Children's Privacy Notice](#) and [Schools and Student Use](#).

Learn
More



Your account settings

We want you to have access to your information, so that you can help keep it as accurate as possible. If you register and provide Khan Academy with information, you may update, correct, or delete your account and information at any time by reviewing your profile information and preferences on your account settings page.

Parents (not Children) can modify or delete Child User accounts, as described in our [Children's Privacy Notice](#). Parents or school users who request to modify or delete School Accounts may be directed to the School.

Further information about how you can access, update, correct, or delete your account in the account settings is provided under “Learn More”.

Learn
More



Security of your personal information

Khan Academy is committed to securing your personal information.

Some of the ways in which we protect your personal information include:

- We encrypt your personal information when it is stored at rest
- We protect your personal information with encryption during transmission over the public Internet
- We use reasonable organizational and technical safeguards designed to help protect the privacy and security of your personal information

Some of the ways in which we encourage you to protect your personal information include:

- We encourage you to create a username that does not reveal your identity
- We encourage you to create (and keep) a strong password

- We encourage you to be thoughtful about what you post and continue to learn about online safety

We use reasonable safeguards to protect our Service and your personal information, but no security measures are perfect.

Learn
More



Links to Third Parties

The Service may link to and may be linked by websites operated by other entities or individuals. If we include links to third parties and you click on that link, you will be leaving Khan Academy and the privacy policy of that third party applies. Similarly, if you see a link to Khan Academy on a third party website, then the privacy policy of that third party applies.

- For example:
 - If you click on a link to College Board, then you will go to College Board's website and College Board's privacy policy applies.
 - If you are on the Khan Academy Instagram page, the privacy policy of Instagram applies to that Khan Academy Instagram page.
- This Khan Academy Privacy Policy does not apply to (and we cannot control the activities of) such other third party websites.

- You should consult the privacy policies of those third party websites.

Changes to this Privacy Policy

Khan Academy may modify or revise this Privacy Policy from time to time. Khan Academy will notify users of any changes to our Privacy Policy by posting the revised Privacy Policy with an updated date of revision on our Service. If we change this Policy in a material manner, we will do our best to notify you of the changes by posting a notice on our website. We recommend that you review the Privacy Policy each time you visit the Service to stay informed of our privacy practices.

We will not make any material changes to our Privacy Policy that relate to the collection or use of Student Personal Data without first giving notice to the School and providing a choice before Student Personal Data are used in a materially different manner than was disclosed when the information was collected.

Contact Khan Academy

Please contact Khan Academy with any questions or comments.

By email: [our Privacy team](#)

By mail: Khan Academy, PO Box 1630, Mountain View, CA 94042

You may also wish to visit the [Khan Academy Help Center](#) and

[Common Questions and Resources](#) page, which hosts useful FAQs and information that you may find helpful.

Schools and Student Use

This School and Student Use notice supplements our Privacy Policy in connection with school use. Khan Academy is a nonprofit organization dedicated to providing free educational content. We strive to implement best practices to protect the privacy of all of our student and non-student users, alike. We have implemented additional controls and procedures for schools, school districts and teachers (collectively referred to as “**Schools**”) when they use the Service for educational purposes. When the Service is used as part of the School’s educational program, the personal information related to the School’s student users (“**School Users**”) may include information defined as “education records” by the Family Educational Rights and Privacy Act (“**FERPA**”) or other information protected by similar state student data privacy laws. We refer to this information as “**Student Personal Data**”.

Our commitment: We are proud supporters of the [Student Privacy Pledge](#). Our collection and use of Student Personal Data is governed by our contracts with Schools, by our Privacy Policy, and by applicable privacy laws. For example, we work with Schools to protect Student Personal Data consistent with FERPA and, for School Users under 13, the Children’s Online Privacy Protection Act (“**COPPA**”). If you have any questions about reviewing, modifying, or deleting the personal information of a School User, please contact your School directly.

Creation of School Accounts: Please note that in order for School User accounts to be associated with a School and recognized as School Accounts (as defined in our [Terms of Service](#)), the accounts must be created by or at the direction of a School, using a school email address and associated with a School's class on the Service. For example, a School Account is created when:

- a teacher creates the user name, login and password to establish School User accounts and creates a class on the Service
- a teacher rosters a class using Google Classroom, Clever, or similar single sign-on service for School use
- an account is created by a School User at the direction of a School, using a School email address and associated with a School's class on the Service
- accounts are created pursuant to a separate contract between Khan Academy and the school district (or educational agency) specifying that the accounts are School Accounts

In cases where we do not have a separate contract with a School district or educational agency, we may require notification that the accounts are used for school purposes in order to recognize them as School Accounts. If you are a School, please contact our [School Partnerships Team](#) to learn more about how to ensure that student accounts are set up and managed as School Accounts.

Please review "Learn More" to see more information about:

- Some of the specific ways that we use and protect Student Personal Data
- How we share and disclose Student Personal Data
- No Targeted Advertising
- How we retain and delete Student Personal Data
- Questions about Student Personal Data

Learn
More



Children's Privacy Notice

This privacy notice supplements our Privacy Policy and provides additional information about how we collect, use and share personal information from children under the age of 13 (a “Child” or “Children”).

Khan Academy is committed to Children's privacy.

Protecting the privacy of Children is especially important to Khan Academy. For that reason, we created certain features designed to help protect personal information relating to Children (“**Child Users**”). When a Child creates an account, we seek the consent of a parent or legal guardian (“**Parent**”) for that account. When Khan Academy is used by a School in an educational setting, we rely on the School to provide the requisite consent, on behalf of the Parent, for Khan Academy to collect information from a School User under the age of 13.

Please review “Learn More” for more information about:

- How Children can use and register for our Service
- Restrictions placed on Accounts for Child Users
- Information collected and how the information is used
- Information disclosed
- No Third Party Tracking and No Targeted Advertising
- Choice: Access, Modify and Delete Child Accounts

Learn
More



Donor information

This Donor information notice supplements our Privacy Policy in connection with donors. If you donate to Khan Academy and do not donate anonymously, we obtain information such as your name, email address, and mailing address. If you donate using our online form, our payment processor will also collect your credit or debit card number or other payment information. Please note that information collected by these payment processors is subject to their own privacy policy.

We may use donor information to communicate with you about your contribution and to send fundraising updates and information regarding the advancement of our mission.

We do not share personally identifiable donor information except with your consent or as required by law.

If you have registered for an account with us, then you may update your preferences in your account settings to opt out of

donor emails. If you do not have an account with us, then you may opt out by clicking the unsubscribe link on the donor email message or responding back to the email asking to be removed. Please note that if you have previously unsubscribed but subsequently donate (or attend a donor event), then we may send you follow up communications regarding your support of our mission.

Learn
More



Applicant information

This Applicant information notice supplements our Privacy Policy in connection with applicants. If you apply for a job with Khan Academy via an online application or recruiting site, we will obtain the information you choose to provide in your application for that purpose. For example, we collect professional or employment-related information that typically includes details regarding your employment history, experience, and qualifications; as well as education information, including degrees obtained and academic records.

Regional information

This Regional information notice supplements our Privacy Policy. In certain regions, you may have certain additional rights. This may include the right to request access or to update or review your information, request that it be deleted

or anonymized, or object to or restrict Khan Academy using it for certain purposes. If you wish to exercise a right, please [Contact Khan Academy](#). Our ability to respond to specific requests may be limited by applicable law and the functionality of our Service.

International Data Transfer: Our Service is operated and managed on servers located within the United States. If you choose to use our Service from the Europe or other regions of the world with laws governing data collection and use that differ from United States law, then you acknowledge that Khan Academy will transfer, store, and process your personal information to the United States for the purpose of performing the Service according to our contract (e.g., our [Terms of Service](#)) and for any other purpose for which you provide explicit, informed consent.

Learn
More



[About](#)[Partnerships](#)[Classroom Activities](#)[We're Hiring!](#)[FAQs](#)[Terms of
Service](#)[Privacy Policy](#)

[Student Data](#)

Privacy Policy

Desmos, Inc. ("we" or "Desmos") is committed to protecting your privacy. This Privacy Policy describes our collection and use of personal information collected from visitors to our website and our mobile application(s) (collectively, our "Service"), including the Service offered at www.desmos.com, teacher.desmos.com, student.desmos.com and any other website, app, or online service which links to this Privacy Policy. "You" or "your" means a visitor or a user (whether logged in or not) of our Service.

A note about Student Data: Our Desmos Service may be used by schools, school districts, or teachers (collectively referred to as "Schools") in a classroom setting. When Desmos contracts with a School to provide the Service through student.desmos.com to students in a classroom ("Students"), we may have access to Student Data (defined below). This Privacy Policy does not govern our access to Student Data. We consider Student Data to be highly confidential and our use of Student Data is governed by our agreements with the schools. Please see our [Student Data Privacy Statement](#) for information about how we collect and use Student Data gathered during the provision of the Desmos Service to Schools.

This Privacy Policy is incorporated into and is subject to our [Terms of Service](#), which governs your use of the Desmos Services.

Click on the links below to jump to subsection of this Privacy Policy.

1. [Information Collected](#)
2. [Use of Your Information](#)
3. [Disclosure of Your Information](#)
4. [Your Choices](#)
5. [Data Security](#)
6. [Children's Privacy](#)
7. [For Our International Users](#)
8. [Contact Us](#)
9. [Changes and Updates](#)

1. Information Collected

a. Personal Data. You can use the Service without registering for an account or providing any other personal data. If you create an account on the Desmos Services, or communicate with Desmos, you may provide to Desmos certain information by which someone could personally identify you, such as your name, email or unique username ("Personally Identifiable Information"), as well as information about yourself such as your employment or level of schooling by which someone could not personally identify you ("Demographic Information"). When we link Demographic Information to your Personally Identifiable Information, we treat all of it as Personally Identifiable. We also collect information when you save or post content to the Service ("User Content"), authorize us to access your device camera and photo roll, and communicate with us. We refer to all of this data collectively as "Personal Data". We may also collect Personal Data about you from a third party Internet site or service. For example, if you login to your Desmos account through Google or another authentication tool, or if you interact with Desmos on social media, we may collect the Personal Data you authorize that third party service to share.

b. Usage Data. We automatically collect certain technical usage information when you use the Desmos Services ("Usage Data"). Usage Data includes the information that your web browser or mobile application automatically sends to our servers whenever you visit. The Usage Data collected in our logs may include information such as your web request, Internet Protocol address, operating system, browser type, browser language, referring / exit pages and URLs, platform type, click history, domain names, landing pages, pages viewed and the order of those pages, the amount of time spent on particular pages, the date and time of your request, and whether you opened an email. Typically, this information is collected through log files, web beacons, browser cookies, or other device identifiers that may uniquely identify your browser or device. You may be able to set your web browser to refuse all cookies, and your mobile device to not provide your mobile device identifier. You may not be able to delete or disable cookies on certain mobile devices and/or certain browsers. For more information on cookies, visit www.allaboutcookies.org. Remember, some features of the Desmos Services may not function properly if cookies or mobile device identifiers are not enabled. In addition, the Desmos Services may use third party analytics and bug tracking software (including, without limitation, Google Analytics and Bugsnap) to collect further Usage Data regarding the online usage patterns of our users and bugs in our Services. We may combine Usage Data with Personal Data in a manner that enables us to trace Usage Data to an individual user. Although we do our best to honor the privacy preferences of our visitors, we are not able to respond to Do Not Track signals from your browser at this time. We do not permit third party advertising networks or other third parties to collect information about your browsing behavior from our website for advertising purposes.

2. Use of Your Information

a. Use. We use your Personal Data and Usage Data (together, "User Information") to operate, maintain, and provide to you the features and functionality of the Desmos Services and for related business purposes. We may use your User Information to (a) improve the

quality and design of the Desmos Services and to create new features and services by storing, tracking, and analyzing user preferences; (b) remember information so that you will not have to re-enter it during your visit or the next time you use the Desmos Services; (c) provide custom, personalized content and information; (d) monitor aggregate metrics such as total number of visitors, pages viewed, etc.; and (e) diagnose and fix technology problems and otherwise plan for and enhance our Service. Desmos may provide personalized content and information to our users, including teachers, school administration officials, and other users associated with Schools. However, Desmos shall never use Student Data to engage in targeted advertising, nor shall Desmos direct advertising to student users on student.desmos.com, nor shall Desmos ever use any third-party advertising network on any Desmos Service.

b. Communications Preferences. We will not use your email address or other Personally Identifiable Information to send you marketing messages unless you provide your consent, or as part of a specific program or feature for which you will have the ability to opt-out. You can always opt-out of receiving promotional email from us by clicking on the “unsubscribe” feature at the bottom of each email or by adjusting your email subscription preferences in your settings. We may, however, use your email address without further consent for non-marketing or administrative purposes, such as notifying you of important Desmos Services changes or for customer service purposes.

3. Disclosure of Your Information

a. Your Publication. You may, by using applicable sections of the Desmos Services (including sections which enable you to create graphs, perform lessons, provide comments, upload video and pictures), share your User Information, including Personally Identifiable Information and other content that you create or post to others accessing the Desmos Services. Please see the Student Data Privacy Statement to learn how Student Data may be shared.

b. Service Providers. We share User Information with our trusted third party service providers and other individuals who perform services on our behalf, for example, providing customer service support, hosting services, analytics and other services we utilize to help us provide our Service or conduct our business. These service providers access and use User Information only to provide services to Desmos under reasonable confidentiality terms.

c. Partners. At your direction, we may provide your User Information to our partners (“Partners”) that are integrated with the Desmos Network. For example, we may share certain User Information when you login to the Desmos Services using Google login and similar authentication tools. We may also share User Information when we provide the Service with a Partner, such as when we work with a school or educational institution to provide the Service to students. Please see our Student Data Privacy Statement to learn more about how student data may be shared. User Information that is shared with a third party Partner may be subject to that Partner's privacy and data security policies. We are not responsible for the content or privacy and security practices and policies of the Partners. We

encourage you to learn about our Partners' privacy and security policies before providing them with your User Information or directing us to provide them with your User Information.

d. Other Required Sharing. We may share User Information: (i) if required to do so by law, or in the good-faith belief that such action is in compliance with state and federal laws (including, without limitation, copyright laws) or in response to a court order, subpoena, legal process or search warrant, or (ii) if we believe, in good faith, such action is appropriate or necessary to enforce our Terms of Service, to exercise our legal rights, to take precautions against liability, to investigate and defend ourselves against any claims or allegations, to assist government enforcement agencies, to protect the security or integrity of the Desmos Services, and to protect the rights, property, or personal safety of Desmos, Education Providers, our users or third parties.

e. School Collaboration. For Schools utilizing our School Collaboration functionality, school administration officials and teachers (collectively, "Admins") may be able to share information, resources, and materials through the School Collaboration Features. Depending on School's use of various features of the Service, an Admin may be able to share information with other Admins and/or invite other Admins to access, review, and edit School material. Sharing functionality will be determined by the School settings.

f. Sharing of Student Work. In some instances, Student Data, including, for example, student's response to a prompt, (collectively, "Student Work") may be visible to other students in the same classroom. A teacher or school administration official will be able to monitor any such Student Work and will be able to hide it at their discretion, for example if said Student Work is in violation of a school's policies or the teacher's desired classroom culture.

g. Merger or Sale. If we merge, sell, or otherwise transfer all or a portion of our business, we will not transfer your Personally Identifiable Information without first giving you the ability to opt-out of the transfer, unless the new owner intends to maintain and provide the applicable Desmos Services as a going concern, and provided that the new owner has agreed to data privacy standards no less stringent than our own. We may also transfer personal information – under the same conditions – in the course of mergers, acquisitions, bankruptcies, dissolutions, reorganizations, liquidations, similar transactions or proceedings involving all or a portion of our business.

4. Your Choices

You may decline to submit Personally Identifiable Information through the Desmos Services, in which case Desmos or your School may not be able to provide certain Desmos Services to you. You may update or correct your name, email address, or password at any time by visiting your "Account Settings" link. You may also delete your account altogether there. With respect to User Information provided by your School, please reach out to your School to request removal or updates of such information. If you have any questions about reviewing, modifying, or deleting your information, or if you want to remove your name or comments from our website or publicly displayed content, you can contact us directly at

support@desmos.com. We may not be able to modify or delete your information in all circumstances.

5. Data Security

We care about the security of your information and employ physical, administrative, and technological safeguards designed to preserve the integrity and security of all information collected through our Service. Access to information is limited (through user/password credentials and, in some cases, two factor authentication) to those employees who require it to perform their job functions. We use industry standard SSL (secure socket layer technology) encryption to transfer personal information. Other security safeguards include but are not limited to data encryption, firewalls, physical access controls to buildings and files, and employee training. You can help protect against unauthorized access to your account and personal information by selecting and protecting your password appropriately and limiting access to your computer and browser by signing off after you have finished accessing your account.

6. Children's Privacy

Our Service is not directed to children under 13, unless and until a School has provided consent and authorization for a student under 13 to use the Service and for Desmos to collect information from such student. If you believe that we have inadvertently collected Personal Data from a child under 13 years of age without parental consent, then please alert us at support@desmos.com and we will promptly delete the child's Personal Data from our systems.

7. For Our International Users

By using this Service, you consent to the transfer of your personal information to the United States and to the processing of your personal information in the United States in accordance with this Privacy Policy. You understand that your personal information will be subject to the laws of the United States, which may be different from those of your country of residence.

8. Contact Us

Please feel free to contact us with any questions or comments about this Privacy Policy, your personal information, your consent, or your opt-in or opt-out choices as follows:

Desmos, Inc.
ATTN: Privacy Agent
1488 Howard St.



[Privacy](#) [Terms](#)

FLIPGRID TERMS OF USE

LAST UPDATED: August 5, 2020

IF YOU LIVE IN (OR YOUR PRINCIPAL PLACE OF BUSINESS IS IN) THE UNITED STATES, PLEASE READ THE BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER IN SECTION 11. IT AFFECTS HOW DISPUTES ARE RESOLVED.

Thank you for using Flipgrid!

We are pleased to help support your work as you ignite discussion - and use video the way your students do.

Flipgrid, Inc., a subsidiary of Microsoft Corporation, ("Flipgrid," "we," "our," or "us") provides a collaborative platform on the Flipgrid.com website, the Flipgrid mobile app ("App"), and any associated services (collectively, the "Service"). You accept these terms of use ("Terms") by creating an account on this Service or through your use of the Service.

"You" may be a:

- "Discussion Owner" (i.e., an adult over the age of 18, a teacher or other School representative that subscribes to the Service with the administrative right to use the Service to create, invite, manage, moderate or delete a Flipgrid video group ("Group") or video topic ("Topic");
- a "School" (i.e., an educational institution, organization or other educational business for which one or more Discussion Owners offers the Service to Students);
- a "Student" (i.e., a "User" who was invited to use the Service by a School Discussion Owner); or
- a "User" (i.e., any user of the Service, including a Discussion Owner).

If you create an account, Group or Topic for the Service on behalf of an entity, such as your business or employer, you represent that you have the legal authority to bind that entity to

these Terms. Teachers and Schools, please use our [Flipgrid Teacher Toolkit](https://static.Flipgrid.com/docs/Flipgrid_dos_donts.pdf) (https://static.Flipgrid.com/docs/Flipgrid_dos_donts.pdf) to meet your privacy commitments under these Terms and our separate Privacy Policy.

If you are a User (who is not a Student), you also represent that you are at least 18 years old and have the legal capacity to accept these Terms. If you are not 18, not a Student, or do not have parental consent to access the Service, you may not use the Service.

You agree that we may provide notice to you of updated terms by posting them on the Service. Use or continued use of our Service following notice of such updated terms indicates your consent to be bound by them.

1. YOUR PRIVACY

Your privacy and that of your Students is important to us. We do not use personal information to market or advertise to you or Students, and we do not sell User personal data. We do use your information for certain stated purposes, such as providing and improving the Service and communicating with Discussion Owners about Flipgrid features and events. Please read the Privacy Policy, as it describes what information we collect from you, how we use that information, and the legal bases we have to process your information.

2. YOUR ACCOUNT

2.1 The Service. Flipgrid allows Discussion Owners to create one or more Groups or Topics, each of which contains content (which may include text, video, or other materials). Discussion Owners control access to the Groups or Topics and may share the Groups or Topics with anyone they like. For example, Discussion Owners can share their Groups with Students and guest speakers. Users can participate in Topic discussions using video. Discussion Owners may also record Shorts videos and may share the videos with others.

2.2 Account Creation. When you register for an account as a Discussion Owner, we will ask you to sign in and provide certain information about yourself, including where you work, the age group of your Users, and your area/subject of expertise. You agree not to use any false, inaccurate or misleading information when signing up for your account. You must keep this information up to date. You may delete your account at any time, for any reason, by following the instructions on the Service and then uninstalling the App.

For a variety of reasons, and in particular, to protect the integrity of our community, we reserve the right in our sole discretion to: (a) remove any content that you upload to the Service at any time for any reason, and (b) suspend or terminate any account and/or refuse

any current or future use of the Service (or any portion thereof) at any time for any reason. We will not be liable to you or any third party for taking either of these actions.

2.3 Account Responsibilities. To protect your account, keep your account details and password confidential, as you are responsible for activities that occur under your account.

2.4 Discussion Owners Associated with Schools. By nature of their role, Discussion Owners associated with Schools have additional responsibilities to the Students that they represent. Please review the [Flipgrid Teacher Toolkit](https://static.Flipgrid.com/docs/Flipgrid_dos_donts.pdf) (https://static.Flipgrid.com/docs/Flipgrid_dos_donts.pdf) for additional resources and best practices regarding these responsibilities. In using the Service, such Discussion Owners:

(a) Must comply with our Privacy Policy.

(b) Represent and warrant that they have: (i) the authority to consent to our collection and use of personal information from their Students; (ii) obtained any required parental consent, including if required verifiable parental consent under the Children's Online Privacy Protection Act ("COPPA"); (iii) not received any revocation of parental consent; (iv) filed evidence of parental consent with their School administrator before using the Service; and (v) will only use the personal information provided by or otherwise collected from a Student when recording and sharing videos or otherwise using the Service in accordance with the purposes for which the Group or Topic was created. The Discussion Owner may act as the parent's agent and for purposes of giving consent by the parent to us for the collection and use of Student information for children below the minimum age (e.g. the minimum age for COPPA is under age 13). By enrolling a Student or helping the Student use the Service, the Discussion Owner provides such consent to us and agrees that the Student's online activities are subject to these terms.

(c) Must ensure their Groups or Topics are compliant with all applicable laws related to disclosure of Student information and regulations, including The Family Educational Rights and Privacy Act ("FERPA"); and acquired FERPA-compliant disclosure consents from the parents of children under 18, or from the Students aged 18 and older; and grant us a nonexclusive license to view, download, reproduce, modify, create derivative works of, distribute, and display any information provided by or collected from a Student solely for the purposes discussed in these Terms. Student information is the property of and under the control of the Discussion Owner. The Groups or Topics containing Student content cannot be posted publicly by Discussion Owners. Accordingly, Discussion Owners must ensure they have proper consents before sharing any Student information with third parties. If Discussion Owners invite unaffiliated guests (e.g., featured speakers) to participate on their Groups or

Topics, they are solely responsible for (a) obtaining parental consent for sharing Student information with any guests; and (b) obtaining clearance to use the guests' content. Flipgrid has no responsibility for Discussion Owner guest activity.

3. YOUR CONTENT

3.1 User Content. "User Content" means any information and content that Users submit to, or use with, the Service (e.g., Topics and videos). Each User is solely responsible for any of its own User Content. In addition, a Discussion Owner is responsible for any User Content provided by or collected from a Student. Questions about possession, control, or transfer of Student-generated User Content, including the review and correction by a Student, parent, or legal guardian of a Student's personal information, should be directed to the Discussion Owner. Your interactions with other Users are solely between you and such Users, and we will not be responsible for any loss or damage incurred as the result of any such interactions. Flipgrid does not guarantee any confidentiality with respect to your User Content. We use best practices to back up all User Content, but we cannot guarantee that User Content will be available in the event it is intentionally or accidentally deleted, so we recommend you backup User Content regularly.

3.2 License. To the extent necessary to provide the Services to you and others and to protect you and the Services, you grant to us a worldwide and royalty-free intellectual property license to use your User Content posted on the Service, for example, to make copies of, retain, transmit, reformat, display, and distribute via communication tools User Content on the Services. You represent and warrant that for the duration of these Terms, you have (and will have) all the rights necessary for your User Content that is uploaded, stored, or shared on or through the Service and that the collection, use, and retention of your User Content will not violate any law or rights of others. The above licenses granted by you in videos terminate within a commercially reasonable time after your videos are removed or deleted from the Service.

3.3 Code of Conduct. By agreeing to these Terms, you are agreeing that, when using the Services, you will follow these rules:

- (a) Don't do anything illegal.
- (b) Don't engage in any activity that exploits, harms, or threatens to harm children.
- (c) Don't send spam. Spam is unwanted or unsolicited bulk email, postings, contact requests, SMS (text messages), or instant messages.

(d) Don't publicly display or use the Services to share inappropriate content or material (involving, for example, pornography, offensive language, graphic violence, or criminal activity).

(e) Don't engage in activity that is fraudulent, false or misleading (e.g., asking for money under false pretenses, impersonating someone else, manipulating the Services to increase play count, or affect rankings, ratings, or comments).

(f) Don't circumvent any restrictions on access to or availability of the Services.

(g) Don't engage in activity that is harmful to you, the Services, or others (e.g., transmitting viruses, stalking, posting terrorist content, communicating hate speech, or advocating violence against others).

(h) Don't infringe upon the rights of others (e.g., unauthorized sharing of copyrighted music or other copyrighted material, resale or other distribution of Bing maps, or photographs).

(i) Don't engage in activity that violates the privacy of others.

(j) Don't use Student information for marketing or advertising purposes.

(k) Don't help others break these rules.

3.4 Enforcement. We may (but have no obligation to) review any content you post. We may investigate and/or take appropriate action against you for violating these Terms, or for otherwise creating liability for us or any other person. Such action may include removing or modifying your information, terminating your account, and/or reporting you to law enforcement authorities.

3.5 Deletion of Content or Account. You may delete your own account or content on the Service by following the instructions provided on the Service or in our communications. Students and their parents can also correct, edit, or update Student information by contacting their Discussion Owner. If you have trouble deleting content or your account, you can also submit a request to support@Flipgrid.com for assistance.

4. USE OF THE SERVICES

4.1 License. We grant you a non-transferable, non-exclusive, non-sublicensable revocable, limited license to use and access, solely for your own personal, noncommercial use: (a) the software in the App on any compatible device that you own or control, and (b) other aspects of the Service.

4.2 Certain Restrictions. To protect the distribution of the Service, we must outline certain limitations on the licensed rights we grant to you. You shall not: (a) license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Service, whether in whole or in part, or any content displayed on the Service; (b) modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Service; (c) access the Service in order to build a similar or competitive website, app, product, or service; (d) except as expressly stated herein, copy, reproduce, distribute, republish, download, display, post or transmit any part of the Service in any form or by any means; (e) upload, transmit, or distribute to or through the Service any computer viruses, worms, or any software intended to damage or alter a computer system or data; (f) use the Service to harvest, collect, gather or assemble information or data regarding other Users, including email addresses, without their consent; (g) interfere with, disrupt, or create an undue burden on servers or networks connected to the Service, or violate the regulations, policies or procedures of such networks; (h) attempt to gain unauthorized access to the Service (or to other computer systems or networks connected to or used together with the Service), whether through password mining or any other means; or (i) use software or automated agents or scripts to produce multiple accounts on the Service, or to generate automated searches, requests, or queries to (or to strip, scrape, or mine data from) the Service (provided, however, that we conditionally grant to the operators of public search engines revocable permission to use spiders to copy materials from the Service for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials, subject to the parameters set forth in our robots.txt file). All copyright and other proprietary notices on the Service (or on any content displayed on the Service) must be retained.

4.3 Service Availability; No Support. We have no obligation to provide you with any support or updates in connection with the Service. Services may be unavailable from time to time, may be offered for a limited time, or may vary depending on your region or device.

4.3 Ownership. The Service is the sole property of Flipgrid or its affiliates and is protected by U.S. and foreign copyright laws, patents, trademarks, trade secret, and other laws. Either we or our suppliers own the content made available to you through the Service. Our name, logo, and the product names associated with the Service belong to us or our suppliers, and no right or license is granted to you or any third party to use them. We and our suppliers reserve all rights not expressly granted in these Terms.

4.5 Feedback. We love getting your feedback! If you give to Flipgrid any idea, proposal, suggestion or feedback, including technologies and product improvements ("Feedback"),

you give to Flipgrid, without charge, royalties or other obligation to you, the right to make, have made, create derivative works, use, share and commercialize your Feedback in any way and for any purpose. You will not give Feedback that is subject to a license that requires Flipgrid to license its software, technologies or documentation to any third party because we include your Feedback in them.

5. APP STORES

The availability of the App is dependent on the App Store from which you received the App. These Terms are between you and Flipgrid and not with the App Store. The App Store has no obligation whatsoever to furnish any maintenance and support services with respect to the App. Flipgrid is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the App to conform to any applicable warranty, you may notify the App Store, and the App Store may refund the purchase price for the App to you. To the maximum extent permitted by applicable law, the App Stores will not have any other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be our sole responsibility. We, and not the App Store, are responsible for addressing any claims relating to the App or your possession and/or use of the App, including, but not limited to: (1) product liability claims; (2) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (3) claims arising under consumer protection or similar legislation. In the event of any third-party claim that the App infringes a third party's intellectual property rights, we, and not the App Store, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim. You represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You will comply with, and your license to use the App is conditioned upon your compliance with, all applicable third-party terms of agreement (e.g., the App Store's terms and policies and the usage rules) when using the App. If the App Store terms conflict with these Terms, the more restrictive terms applies. The App Stores and their subsidiaries, are third party beneficiaries of these Terms, and upon your acceptance of these Terms, the App Stores will have the right (and will be deemed to have accepted the right) to enforce these Terms against you accordingly.

6. WARRANTIES AND DISCLAIMERS

FLIPGRID, MICROSOFT CORPORATION AND OUR AFFILIATES, RESELLERS, DISTRIBUTORS, AND VENDORS, MAKE NO WARRANTIES, EXPRESS OR IMPLIED,

GUARANTEES OR CONDITIONS WITH RESPECT TO YOUR USE OF THE SERVICES. YOU UNDERSTAND THAT USE OF THE SERVICES IS AT YOUR OWN RISK AND THAT WE PROVIDE THE SERVICES ON AN "AS IS" BASIS "WITH ALL FAULTS" AND "AS AVAILABLE." YOU BEAR THE ENTIRE RISK OF USING THE SERVICES. MICROSOFT DOESN'T GUARANTEE THE ACCURACY OR TIMELINESS OF THE SERVICES. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAW, WE EXCLUDE ANY IMPLIED WARRANTIES, INCLUDING FOR MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, AND NON-INFRINGEMENT. YOU MAY HAVE CERTAIN RIGHTS UNDER YOUR LOCAL LAW. NOTHING IN THESE TERMS IS INTENDED TO AFFECT THOSE RIGHTS, IF THEY ARE APPLICABLE. YOU ACKNOWLEDGE THAT COMPUTER AND TELECOMMUNICATIONS SYSTEMS ARE NOT FAULT-FREE AND OCCASIONAL PERIODS OF DOWNTIME OCCUR. WE DO NOT GUARANTEE THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE OR THAT CONTENT LOSS WON'T OCCUR, NOR DO WE GUARANTEE ANY CONNECTION TO OR TRANSMISSION FROM THE COMPUTER NETWORKS.

IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

7. LIMITATION ON LIABILITY

If you have any basis for recovering damages (including breach of these Terms), you agree that your exclusive remedy is to recover, from Flipgrid, Microsoft Corporation or any affiliates, resellers, distributors, Third-Party Apps and Services providers, and vendors, direct damages up to an amount equal to your Services fee for the month during which the loss or breach occurred (or up to \$10.00 if the Services are free). You can't recover any other damages or losses, including direct, consequential, lost profits, special, indirect, incidental, or punitive. These limitations and exclusions apply even if this remedy doesn't fully compensate you for any losses or fails of its essential purpose or if we knew or should have known about the possibility of the damages. To the maximum extent permitted by law, these limitations and exclusions apply to anything or any claims related to these Terms, the Services, or the software related to the Services.

8. TERM AND TERMINATION

These Terms will remain in effect while you use the Service. You may terminate your account at any time, for any reason, by following the instructions on the Service or uninstalling the App. Upon termination, your account will close immediately, and/or your right to access and use the Service will end immediately. Even after your rights under these Terms are terminated, all provisions of these Terms which by their nature should survive, will survive, including, without limitation, ownership provisions, warranty disclaimers, limitations of liability, indemnification, release and binding arbitration and class action waiver.

9. NOTICES

9.1 Notices of Infringement. Flipgrid respects the intellectual property of others and asks that Users do the same. If you wish to send a notice of intellectual property infringement, including claims of copyright infringement, please use our procedures for submitting Notices of Infringement. ONLY INQUIRIES RELEVANT TO THIS PROCEDURE WILL RECEIVE A RESPONSE.

Flipgrid uses the processes set out in Title 17, United States Code, Section 512 to respond to notices of copyright infringement. In appropriate circumstances, we may also disable or terminate accounts of users of the Service who may be repeat infringers.

9.2 Copyright Notice. The Services are copyright © 2018 Microsoft Corporation and/or its affiliates or suppliers. All rights reserved.

10. GENERAL

10.1 Venue, Choice of Law, and Choice of Language. For U.S. residents, the laws of the state where you reside (or, if a School, where your principal place of business is located) govern all claims, regardless of conflict of laws principles, except that the FAA governs all provisions relating to arbitration. You and we irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts in the Borough of Manhattan, New York, for all disputes arising out of or relating to these Terms or the Service that are heard in court (excluding arbitration and small claims court). The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms. The English version of these Terms shall govern, and any proceedings related to actions based on these Terms shall be conducted in English.

10.2 Export. The Service may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. You shall not export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from Flipgrid, or any products utilizing such data, in violation of U.S. export laws or regulations.

10.3 Disclosures. If you are a California resident, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Product of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

10.4 Miscellaneous. We may assign these Terms, in whole or in part, at any time without notice to you. You may not assign your rights or obligations under these Terms or transfer any rights to use the Services. This is the entire agreement between you and us for your use of the Services. It supersedes any prior agreements between you and us regarding your use of the Services. All parts of these Terms apply to the maximum extent permitted by relevant law. If a court or arbitrator holds that we cannot enforce a part of these Terms as written, we may replace those terms with similar terms to the extent enforceable under the relevant law, but the rest of these Terms will not change.

11. BINDING ARBITRATION AND CLASS ACTION WAIVER

We hope we never have a dispute, but if we do, you and we agree to try for 60 days to resolve it informally. If we can't, you and we agree to binding individual arbitration before the American Arbitration Association ("AAA") under the Federal Arbitration Act ("FAA"), and not to sue in court in front of a judge or jury. Instead, a neutral arbitrator will decide, and the arbitrator's decision will be final except for a limited right of review under the FAA. Class action lawsuits, class-wide arbitrations, private attorney-general actions, and any other proceeding where someone acts in a representative capacity aren't allowed. Nor is combining individual proceedings without the consent of all parties.

11.1 Here is what you need to know about arbitration under these Terms:

(a) Disputes Covered—Everything Except IP. The term "dispute" is as broad as it can be. It includes any claim or controversy between you and us concerning the Service, the software related to the Service, the Service's or software's price, your account, advertising, marketing, communications, your purchase transaction, billing, or these Terms, under any legal theory including contract, warranty, tort, statute, or regulation, except disputes relating to the enforcement or validity of your, your licensors', our, or our licensors' intellectual property rights.

(b) Mail a Notice of Dispute First. If you have a dispute and our customer service representatives can't resolve it, send a Notice of Dispute by U.S. Mail to Microsoft Corporation, ATTN: CELA Arbitration, One Microsoft Way, Redmond, WA 98052-6399, U.S.A. Tell us your name, address, how to contact you, what the problem is, and what you want. A form is available at <https://go.microsoft.com/fwlink/?LinkId=245499>. We'll do the

same if we have a dispute with you. After 60 days, you or we may start an arbitration if the dispute is unresolved.

(c) Small Claims Court Option. Instead of mailing a Notice of Dispute, you may sue us in small claims court in your county of residence (or, if a business, your principal place of business) or Borough of Manhattan, New York, U.S.A. if you meet the court's requirements.

(d) Arbitration Procedure. The AAA will conduct any arbitration under its Commercial Arbitration Rules (or if you are an individual and use the Service for personal or household use, or if the value of the dispute is \$75,000 or less whether or not you are an individual or how you use the Service, its Consumer Arbitration Rules). For more information, see www.adr.org or call 1-800-778-7879. In a dispute involving \$25,000 or less, any hearing will be telephonic unless the arbitrator finds good cause to hold an in-person hearing instead. Any in-person hearing will take place in your county of residence (or, if a business, your principal place of business) or in Borough of Manhattan, New York, if your dispute is with Flipgrid. You choose. The arbitrator may award the same damages to you individually as a court could. The arbitrator may award declaratory or injunctive relief only to you individually to satisfy your individual claim. Under AAA Rules, the arbitrator rules on his or her own jurisdiction, including the arbitrability of any claim. But a court has exclusive authority to enforce the prohibition on arbitration on a class-wide basis or in a representative capacity.

(e) Arbitration Fees and Payments.

(i) Disputes Involving \$75,000 or Less. We will promptly reimburse your filing fees and pay the AAA's and arbitrator's fees and expenses. If you reject our last written settlement offer made before the arbitrator was appointed, your dispute goes all the way to an arbitrator's decision (called an "award"), and the arbitrator awards you more than this last written offer, we will: (i) pay the greater of the award or \$1,000; (ii) pay your reasonable attorney's fees, if any; and (iii) reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration.

(ii) Disputes Involving More than \$75,000. The AAA rules will govern payment of filing fees and the AAA's and arbitrator's fees and expenses.


(f) Conflict with AAA Rules. These Terms govern to the extent they conflict with the AAA's Commercial Arbitration Rules or Consumer Arbitration Rules.

(g) Must File Within One Year. You and we must file in small claims court or arbitration any claim or dispute (except intellectual property disputes—see section 11.1 (a), above) within

one year from when it first could be filed. Otherwise, it's permanently barred.

(h) Rejecting Future Arbitration Changes. You may reject any change we make to section 10 (except address changes) by sending us notice within 30 days of the change by U.S. Mail to the address in section 11.1(b). If you do, the most recent version of section 11 before the change you rejected will apply.

(i) Severability. If the class action waiver is found to be illegal or unenforceable as to all or some parts of a dispute, then those parts won't be arbitrated but will proceed in court, with the rest proceeding in arbitration. If any other provision of section 11 is found to be illegal or unenforceable, that provision will be severed but the rest of section 11 still applies.

[Privacy](#) [Terms of Use](#) [Blog](#) [Help Center](#) [Resources](#) [Careers](#) [Contact](#) [@flipgrid](#) 

Made with love by your Flipgrid friends. © Microsoft 2021



[Home](#)[Teachers'
Lounge](#)[Remote
Teaching](#)[Worksheets](#)[Support
Us](#)[Login](#)[Sign
Up](#)

Privacy Policy

Find our complete Terms of Use policy below.

Our mission at ReadTheory.org is to teach every student to read and think critically. In pursuit of this mission, we are a proud supporter of the [Student Privacy Pledge](#) to safeguard student privacy.



We, at ReadTheory LP ("**ReadTheory**", "**we**" or "**us**") regard your privacy with the seriousness it deserves. This Privacy Policy will help you understand what information we may collect about you and your children, and how we store, use and disclose such information, including any personally identifiable information ("**Personal Information**" or "**PII**"), in connection with your or your children's use of the Website.

This Privacy Policy constitutes a binding and enforceable legal contract between ReadTheory and you, so please read it carefully.

Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in our [Terms of Use](#).

Consent

By using the Website you expressly consent to the terms of this Privacy Policy and the [Terms of Use](#) (of which this Privacy Policy is an integral part and which is binding on all users of our Website), and to the collection, use and disclosure of your information, including Personal Information, as may be applicable to you or your children, in accordance with the terms of this Privacy Policy.

Please read this Privacy Policy carefully before you access or use the Website. If you do not agree to all or some of the terms hereof, we kindly request that you immediately leave the Website.

Certain services featured on our Website may entail or require submission of your Personal Information. Any such Personal Information will be collected solely with your prior consent. Where a 'Student Account' is opened on behalf of a student who is under the age of 13 ("**Child**" or "**Children**", respectively), your consent as the Child's parent or legal guardian will be required, as explained in more detail below. If you, as a parent or legal guardian, become aware that a Child under your care or supervision has provided us information without your consent, or otherwise provided us with information that you would like to have removed or updated, please contact us at support@readtheory.org.

Information We Collect

In order to enjoy the benefits of our Website, you will be required to open a user account (either a 'Student Account', 'Parent Account' or a 'Teacher Account'), in connection with which you will be expected to provide certain Personal Information, such as your name, e-mail address, etc. The opening of a 'Student Account' can be affected by students and/or their parents or legal guardians, as well as by teachers. Note that any account created by or on behalf of a Child requires your (as the Child's parent or legal guardian) consent, guidance and supervision, in accordance with the Children's Online Privacy Protection Act (COPPA). You are encouraged to maintain a record of the Child's user name and password and keep track of the Child's activity on the account, and to contact any teacher linked to your Child's account with any specific questions regarding his or her progress and the use of the information by such teacher. A parent's email address can be provided to Student Accounts that are expressly flagged as being accounts belonging to Children. As a first resort, however, you are encouraged to open a 'Parent Account' for any Child in your care under the age of 13. When associating a Student Account to a Teacher Account, we will collect the user's first and last name to help teachers identify their students. The collection of the student's e-mail address is optional. Whereas a student is under the age of 13 and is associated with a Teacher Account, we will not collect the full first name but only the first initial of the first name along with the last name and an optional field of the parent's e-mail address.

The registration process for opening an account on our Website requires creation of a user name and password, which will enable you to privately access your created account. Please refer to our Terms of Use concerning your responsibility with respect to maintaining the confidentiality of your account.

When creating a user name on your account, please do not use such personally identifiable information as the user's name, phone number, date of birth or email address, for example, but rather use pseudonyms or other combinations of letters and numbers that do not identify you or the Child.

If you contact us for customer support or submit other types of queries through our Website or through any email featured on it, we may have access to or may collect additional information in order to respond to you or address your concerns.

Although our Website allows the collection of such information such as quiz results, comparative analyses of students' performance, and other statistical data concerning students, which may provide teachers with insight and better understanding of their students' performance trends and results, such data and progress reports are accessible only to teachers whose registered 'Teacher Accounts' are directly linked to that particular 'Student Account', and are not shared by us with any third party.

We may also collect certain information that does not by itself identify a specific individual (non-Personal Information). Such information may tell us about the type of browser you use, identify your Internet Service Provider (ISP), tell us about your browsing actions, demographic information, network status and other type of user activity (clicks on links or advertisements, downloads, etc.).

We use analytics and similar services (e.g. Google Analytics) to help us deliver a better and more personalized service to you by enabling us to gauge usage patterns, customize our services according to your individual preferences, and speed up your searches.

COPPA Compliance

We have carefully analyzed our services provided through the Website to ensure compliance COPPA. You will see numerous references throughout this Privacy Policy concerning parental consent and supervision of Children's Student Accounts, ensuring that targeted advertising is not served to Children, et cetera.

FERPA Compliance

ReadTheory does not receive funding from the United States Department of Education, whether directly or indirectly, and does not act on behalf of any educational institution, and therefore it is not subject to the Family Educational Rights and Privacy Act (FERPA). Any teacher who uses our Website does so at his or her own discretion, does not provide any form of payment for the services accessed through our Website, and as such is solely responsible for use of any student information in compliance with all applicable privacy protection laws, its contractual agreements with educational institutions, as well as with our Terms of Use and Privacy Policy.

GDPR Compliance

ReadTheory's privacy policy and practices are compliant with the General Data Protection Regulation (GDPR), to the extent applicable to you, and this Privacy Policy has been drafted taking into consideration the provisions of this regulation. Any information collected by us for the purpose of providing our services to you is so collected on the basis of your consent solely for the purposes described in this Privacy Policy. Any processing or transfer of your Personal Information will be done by ReadTheory as described in this Privacy Policy and taking into consideration the specific circumstances of such processing and the provisions of applicable law. As described in other parts of this Privacy Policy, you also have a right to access and update your or your Child's Personal Information at any time. If you withdraw your consent (on your own or on your Child's behalf) by contacting us and providing a notice to this effect, you will not be able to use the services available on our Website, but all Personal Information collected about you will be promptly deleted.

Use of Cookies

Our Website uses "cookies" and other similar technologies (such as web beacons, pixel tags, scripts, tags, etc.) in providing our services to you. Such technologies allow us to collect information about our users, their devices and their online behavior automatically, which we can then use to enhance your navigation on the Website, improve our services, personalize your user experience, and collect statistics about user preferences, behavior, etc. and administer a variety of other analytical tasks.

A "cookie" is a small piece of information that a website assigns to your computer or mobile device while you are viewing it. Cookies could be very helpful and can be used for a variety of purposes, such as allowing you to navigate

between pages efficiently, enabling automatic activation of certain features, remembering your preferences and making the interaction between you and the services offered on our Website quicker and easier. Cookies are also used to help ensure that the advertisements you see, if any, are relevant to you and your interests. You can find more information about cookies at www.allaboutcookies.org. You may remove our cookies by following the instructions of your device preferences; however, if you choose to disable cookies, some features of our Website and/or services we may offer may not operate properly and your online experience may be limited.

From time to time, our Website may use third-party cookies served by our advertising partners. Such cookies may be used to serve you personalized advertisements, measure such advertisements' effectiveness, or otherwise personalize the content provided to you through the Website. Although we do not have control over these third-party cookies, you are able to disable such cookies through your individual browser settings. Please note that the settings offered by a certain browser or device often only apply to that particular browser or device. All of the above is, subject, however, to our policy of not serving personalized advertising to Children (as further described in the section titled 'Interaction with Third Party Services and Third Party Advertising' of this Privacy Policy).

In some instances we may use a "click-through URL" linked to information and content. When you click on some links, they may redirect you to a separate web server before arriving at the destination page on our Website or on one of our partner's websites. We or our trusted partners may track this click-through data to help us determine interest in particular topics, measure the effectiveness and performance of our customer communications and promotions.

How We Use Information We Collect

ReadTheory uses Personal Information provided by you upon creation of your account in order to provide the educational tools and services featured on our Website, as well as offer you administrative or technical support, when needed.

We may also use your information for the following purposes:

- a. To provide you with ongoing customer assistance and technical support.
- b. We may combine your PII with publicly available information and information we receive from cross-reference with selected partners and other third parties. By combining this information, we are better able to communicate with you and to create a more customized user experience.
- c. To send you marketing information about products, services and offers, which may be of relevance to you, but only as permitted by law or specifically approved by you. If you do not want to receive any more communications from us, you are able to send us an email to support@readtheory.org, with the subject heading "Unsubscribe". When we use your email address to send you marketing information, the message itself carries important instructions as to the method of removal from the distribution list (should you so choose).
- d. We may transfer or disclose PII to our affiliated companies, subcontractors or such other trusted third party service providers or partners who may be located in different jurisdictions across the world for the purpose of: (a) storing or processing such information on our behalf, or to assist us with our business operations and to provide and improve our Website and/or services we may offer; (b) performing research, technical diagnostics, or analytics on our behalf; or (c) carrying out your express instructions in connection with your queries submitted to us.
- e. We may disclose PII, or any information you submit through your use of the Website if we have a good faith belief that disclosure of such information is helpful or reasonably necessary to: (a) comply with any applicable law, regulation, court order, legal process or governmental request; (b) enforce our policies (including our Terms of Use and Privacy Policy), including investigations of potential violations thereof; (c) investigate, detect, prevent, or take action regarding illegal activities or other wrongdoing, suspected fraud or security issues; (d) to establish or exercise our rights to defend against legal claims; or (e) prevent harm to the rights, property or safety of ReadTheory, our users, yourself or any third party.

We reserve the right to use information you provide to us for any purposes specifically agreed by you at the time of providing such information to us.

Use of Anonymous Information

We may use or share "Anonymous Information" (i.e. information which does not enable identification of an individual user, non-Personal Information, aggregated information or Personal Information in non-human readable form) in any of the circumstances listed above, as well as for the purpose of providing and improving the Website and/or services we may offer, aggregate statistics and conduct business and marketing analysis, and in order to enhance your experience

with the Website and/or services we may offer. If we combine Personal Information with Anonymous Information, the combined information will be treated as Personal Information for as long as it remains so combined.

Accessing Your PII and Opting Out

As required by applicable law, we enable you to view, amend or delete the PII that we have collected about you or your Child. To do so, contact our customer support at support@readtheory.org and detail your request. Please allow us up to 2 business days to complete the processing of any such request.

Note that if the Personal Information you have asked us to delete is required in order for you to be able to access a particular feature or service available on or through the Website, your opting out of submitting such Personal Information may affect our provision of such feature or service to you.

How We Share Your Information

We may disclose your Personal Information, or any information you submitted to us in connection with the Website and/or services we may offer, as follows:

- a. to third parties in our business network in connection with providing services we may offer you (including advertising partners, business consultants, or professional advisors), all subject to confidentiality undertakings by such third parties in accordance with applicable laws;
- b. if we have a good faith belief that disclosure of such information is reasonably necessary to comply with applicable laws, regulations, legal processes or governmental requests;
- c. to enforce our policies and agreements with you (including our Terms of Use and this Privacy Policy);
- d. for investigating, detecting, preventing, or taking action regarding illegal activities or other wrongdoing, suspected fraud or security issues; or
- e. any other purpose for which we have obtained your specific prior consent, or as may be expressly directed by you.

Note that we never sell any Personal Information concerning Children, whether for marketing purposes or otherwise.

Storage and Transfer of Data

We store your information on our servers located in the United States. If you are located within the European Union, please note that information collected by us may be transferred outside the European Union / European Economic Area and your consent to this Privacy Policy and continued use of our Website represents your agreement to such transfer. Note, however, that any such transfer will be made solely for the purposes specified in this Privacy Policy and in accordance with applicable laws.

How We Protect Your Information

The security of your Personal Information is important to us. We follow generally accepted industry standards, including the use of appropriate administrative, physical and technical safeguards, to protect information submitted to us. However, no method of transmission over the Internet, or method of electronic storage, is 100% secure. Therefore, while we apply standard security measures to protect your Personal Information, we cannot guarantee its absolute security or confidentiality. If you have any specific questions or security concerns, please contact us at support@readtheory.org.

Interaction with Third Party Services and Third Party Advertising

This Privacy Policy does not apply to the practices of companies that we do not own or control, or to individuals whom we do not employ or manage, including any of the third parties to which we may disclose information as set forth in this Privacy Policy. Although through the Website you may be able to connect or interact with Third Party Services, including those involving serving of advertisements, we nonetheless are not responsible for the privacy practices or the contents of these Third Party Services. Because such Third Party Services may involve collection of Personal Information from you, whether through cookies or otherwise, we encourage you to read the terms of use and privacy policy of each Third Party Service that you choose to use or interact with.

While our Website includes third party advertising, ReadTheory ensures that any such third party advertising only shows advertisements that are appropriate for children. Furthermore, targeted or interest-based advertising is displayed only for those users who have been expressly flagged as being over the age of 13. If at any time you see an advertisement on our Website that you feel is inappropriate for children, please contact us at support@readtheory.org with the details of such advertiser and advertisement (screenshot/URL) and we will take appropriate actions to remove and/or block any such inappropriate advertising as promptly as possible.

Retention of Personal Information

We will retain any Personal Information that we collect only for as long as is required for the purposes for which such PII is collected, and in any event will delete any such PII following any opt out request received from you and/or upon deletion of your account. We reserve the right to retain a copy of the opt out request and any necessary accompanying details for administrative and regulatory compliance purposes only.

Merger, Sale or Bankruptcy

In the event that we are acquired by or merged with a third party entity, or in the event of bankruptcy or a comparable event, we reserve the right to transfer or assign information, including Personal Information, in connection with the foregoing events. In such an event, our affiliated companies or acquiring company will assume the rights and obligations as described in this Privacy Policy.

Contact Us

If you have any questions or queries about our Privacy Policy or your Personal Information that we may have collected, contact us by e-mail at the following address: support@readtheory.org.

Modifications to the Privacy Policy

We reserve the right, at our discretion, to revise or update this Privacy Policy at any time, provided that any such changes will always take into consideration your rights under applicable law. Any modifications to this Privacy Policy will be effective upon our posting of the new terms and/or upon implementation of the new changes on the Website (or as otherwise indicated at the time of posting), except that express notifications will be sent to you when this is required under applicable law. Your continued use of the Services after the amendments to this Privacy Policy have entered into effect will constitute your acceptance thereof. Make sure to review our Privacy Policy periodically.

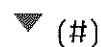
Last updated: July 1, 2020

[ABOUT US](#) [FAQ](#) [PRIVACY POLICY](#) [TERMS OF USE](#)

ReadTheory

© 2020 ReadTheory LLC. All rights reserved.

PRIVACY STATEMENT ()

[Back to top](#)

Privacy Statement

Children's Privacy Statement

Updated Feb 28, 2021

This Children's Privacy Statement supplements the [Autodesk Privacy Statement](https://www.autodesk.com/company/legal-notices-trademarks/privacy-statement) (<https://www.autodesk.com/company/legal-notices-trademarks/privacy-statement>) by providing additional information about how we process children's personal data, both in relation to Children's applications and our general interest applications when we have actual knowledge that a user is a child. We also apply the protections for children described in this Children's Privacy Statement to (1) users of Children's applications regardless of age and (2) student users of our products offered in a K-12 educational setting pursuant to a signed Autodesk student data privacy agreement, as described in the "[Education and FERPA](#)" section below. We consider an individual to be a child for the purposes of this Children's Privacy Statement if applicable law limits the processing of the individual's personal data because the individual is under a certain age (for example, under age 13 pursuant to the U.S. Children's Online Privacy Protection Act).

Most Autodesk websites, products and services ("applications") are primarily designed for adults. We refer to applications designed for adults as "general interest applications." We do not knowingly collect personal data from children in connection with general interest applications. Certain Autodesk applications are appropriate for and are intended for use by children. We refer to these applications as "Children's applications." At this time, Tinkercad is Autodesk's only Children's application.

Teachers and school officials, please see the section titled "[Education and FERPA](#)" for information about our processing of student data.

PRIVACY STATEMENT ()

(#)

If we discover that we have processed a child's personal data in a manner inconsistent with applicable law, we will promptly delete the data or bring that processing into compliance with applicable law, such as by obtaining appropriate permission for that processing.

U.S. visitors: For more information about the Children's Online Privacy Protection Act and general tips about protecting children's online privacy, please visit [OnGuard Online](https://www.consumer.ftc.gov/articles/0031-protecting-your-childs-privacy-online) (<https://www.consumer.ftc.gov/articles/0031-protecting-your-childs-privacy-online>).

This Children's Privacy Statement contains the following information:

1. Data We Collect From Children, How We Use It, and How and When We Communicate With Parents and Guardians
2. Specific Activities
3. When Data Collected From Children Is Available To Third Parties
4. Moderator Choices and Controls
5. Education and FERPA
6. Will This Privacy Statement Change?
7. kidSAFE Seal COPPA Certification
8. How to Contact Us?

Data We Collect From Children, How We Use It, And How And When We Communicate With Parents And Guardians

- ask for a parent or guardian email address before we collect personal data from the child;
- offer an age-appropriate experience for the child as described below, which in particular does not require registration, consistent with applicable law; or
- not allow access to those sections or features of the application directed to a general interest audience.

Registration

Children can register on Children's applications to (among other things):

- view, interact with and download content
- take tutorials, create, edit, and import content
- like or follow other creators and their content
- comment on others' content

PRIVACY STATEMENT ()

(#)

During the registration process, we will ask the child to provide certain personal data, including:

- a parent or guardian's email address
- the child's name (only in the case of parent moderation)
- the child's member or account username, and password
- the child's birthdate to validate age.

We will not require a child to provide more data than is reasonably necessary to use Children's applications. If a child chooses not to share certain personal data (such as a parent or guardian's email for purposes of gathering consent if needed) with us, we may limit their access to the Children's application or disable certain features, such as the ability to publish content publicly.

We use the information provided during registration for security purposes and to send notices to or gather consent from parents or guardians. We also use this personal data to provide the Children's application, as described in the [Autodesk Privacy Statement](https://www.autodesk.com/company/legal-notices-trademarks/privacy-statement) (<https://www.autodesk.com/company/legal-notices-trademarks/privacy-statement>). We retain data consistent with our retention practices. If we do not receive parental consent within reasonable time, we will delete the parental contact information provided by the child.

Some activities, such as completing tutorials, do not need personal data from children. We may not notify parents or guardians or seek their consent if we are not collecting or otherwise processing personal data from their child.

Parental or guardian consent

Our Children's applications sometimes collect personal data from children or allow children to create, share and publicly post content. Before allowing children to use certain features and functionality that collect personal data from them, we seek parental or guardian consent, if required by applicable law:

- by asking for a credit card or other payment method for verification (with a nominal charge involved), or
- by requiring a signed consent form to be submitted by mail or email attachment.

We may also require parents or guardians to open their own account so that they can view and moderate their child's account. For further details, please see "[Moderator Choices and Controls](https://www.autodesk.com/company/legal-notices-trademarks/privacy-statement/childrens-privacy-statement#controls)" (<https://www.autodesk.com/company/legal-notices-trademarks/privacy-statement/childrens-privacy-statement#controls>) below.

After obtaining consent, we may offer parents or guardians the opportunity to use a password in future communications as a way to confirm the parent or guardian's identity.

For more information on parental rights in the United States with respect to a child's educational record under the U.S. Family Educational Rights and Privacy Act (FERPA), please see "[Education and FERPA](https://www.autodesk.com/company/legal-notices-trademarks/privacy-statement/childrens-privacy-statement#education)" (<https://www.autodesk.com/company/legal-notices-trademarks/privacy-statement/childrens-privacy-statement#education>) below.

PRIVACY STATEMENT ()

(#)

SPECIFIC ACTIVITIES

Content Generated by a Child

Our Children's applications might include activities that allow users to create or manipulate content and save it. Such content may be accessible by the public depending on the child's settings when they posted the content.

We honor requests to delete any content that they post on our Children's applications, unless we are required by law to retain it.

Forums and comments

Certain Children's applications allow users to communicate directly with other users by means of user forums or comments sections. Depending on the child's settings, which that child's moderator can control, a child may be able to post messages and other communications accessible by the public.

We strongly encourage children who use these interactive features on our websites and in our applications never to provide personal data about themselves or any third party, and not to attempt to circumvent any moderation features.

Contests

In all of our contests for children, we will require only the data necessary to enter the contest, such as user name and parent email address (to notify the parent where required by law). We only contact the parent or guardian for more personalized data for prize-fulfillment purposes if the child wins the contest.

Augmented Reality

Our Children's applications may access device cameras to offer augmented reality functions, such as overlaying 3D models developed in the Children's application over the image available through the camera. Autodesk does not collect or receive any information captured from the device's camera. Users can remove an application's access to a device's camera by changing the device's settings.

Email Contact with a Child

Some of our applications may collect online contact information, such as an email address, in order to communicate with a child who makes a specific request through customer service. For example, a child may email us to ask for help in understanding how to use a design tool that the child is having trouble with. Or the child may want to sign up for a monthly newsletter.

If we know that we are communicating with a child without parent or guardian consent and such consent is required by applicable law, we will respond once to the communication, delete their personal data, and will not participate in any ongoing communication.

Here is how we would handle communication requests:

PRIVACY STATEMENT ()

(#)

newsletters, we will delete the child's personal data in each instance, and will not retain a record. The parent may need to opt-out of each communication separately.

- **Communicating more than once**

Where there is an activity or service where we need to communicate with a child more than once and we have not already obtained parent or guardian consent where such consent is required by applicable law:

If we collect the child's contact data for ongoing communications, we will also require a parent or guardian email address (if we have not already obtained verifiable parent or guardian consent) so we can notify the parent about the collection and use, and to provide the parent or guardian with an opportunity to prevent further contact with the child.

Persistent Identifiers

When children interact with us, certain personal data and non-personally identifiable data may be collected automatically, both to make our applications more interesting and useful to children and for various purposes related to our business.

Examples include:

- the type of computer operating system
- the child's IP address or mobile device identifier
- the web browser used
- the frequency with which the child visits various parts of our applications
- data regarding the online or mobile service provider

This data is collected using technologies such as cookies, pixel tags, web beacons, and similar technologies ("Cookies"). This data may be collected by Autodesk or by a third party. For a list of third parties that use Cookies on our Children's applications and links to their privacy policies, please visit the [Children's Privacy Statement - Analytics List](https://damassets.autodesk.net/content/dam/autodesk/www/pdfs/2019-10-30-children's-analytics-list.pdf) (<https://damassets.autodesk.net/content/dam/autodesk/www/pdfs/2019-10-30-children's-analytics-list.pdf>). Please visit our [Cookie Statement](https://www.autodesk.com/company/legal-notices-trademarks/privacy-statement/cookie-statement) (<https://www.autodesk.com/company/legal-notices-trademarks/privacy-statement/cookie-statement>) for more information about our Cookie practices and a list of third parties that use Cookies on our general interest applications.

When Data Collected From Children Is Available To Third Parties

Privacy Policy

The Scratch Privacy Policy was last updated: February 14, 2019

Scratch understands how important privacy is to our community, especially kids and parents. We wrote this Privacy Policy to explain what information we collect through our website (scratch.mit.edu) (the "Site"), how we use, process, and share it, and what we're doing to keep it safe. It also tells you about your rights and choices with respect to your information, and how you can **contact us** if you have any questions or concerns.

If you would like to build projects with Scratch without submitting any Personal Information to us, you can download the **Scratch Offline Editor**. Projects created in the **Scratch Offline Editor** are not accessible by the Scratch Team, and using the offline editor does not disclose any personally identifying information to Scratch unless you upload these projects to the Scratch online community.

Collection

Usage

Sharing

Third Party Services

Rights and Choices

Data Retention

Protection

Notifications of Changes

Data Transfer

How to Help

Contact Us

What personal information does the Scratch Team collect about me?

For the purpose of this Privacy Policy, "Personal Information"

[Create](#)[Explore](#)[Ideas](#)[About](#)[Help](#)[Join Scratch](#)[Sign In](#)

various sources described below.

Where applicable, we indicate whether and why you must provide us with your Personal Information, as well as the consequences of failing to do so. If you do not provide Personal Information when requested, you may not be able to benefit from our Site if that information is necessary to provide you with the service or if we are legally required to collect the information.

Account Information

In order to share projects, create studios, or post comments, you need to make an account. During account creation, we ask you for a username, your country, birth month and year, gender, and your email address (or your parent or guardian's email address if you are under 16 years old). We ask that you select a username that does not disclose your real name or other information that could identify you. Other users can see your username and country, but not your age, gender, or email address.

User-generated Content

We collect any information that you provide to us when you create Scratch projects (including unshared projects), write comments, or post on our forums.

Communications

If you contact us directly, we may receive additional information about you. For example, when you contact our Customer Support Team, we may receive your name, email address, phone number, the contents of a message or attachments that you may send to us, and other information you choose to provide.

Personal Information We Collect Automatically From Your Use of the Site

When you use Scratch, we and our third-party service providers collect information about you and your device
https://scratch.mit.edu/privacy_policy

cookies and similar technologies in your browser in accordance with this Privacy Policy. The information collected in this manner includes your IP address, network location, what browser you are using, device IDs and characteristics, operating system version, language preferences, referring URLs, and information about the usage of our site.

We use this information, for example, to ensure that the site functions properly, to determine how many users have visited certain pages, or to prevent fraud. We use IP address information to derive your approximate location. We also work with analytics providers, such as Google Analytics, which use cookies and similar technologies to collect and analyze information about use of the site and report on activities and trends. These services may also collect information about the use of other websites, apps, and online resources. You can learn more about Google's practices by going to <https://www.google.com/policies/privacy/partners/>.

If you do not want information collected through the use of cookies, most browsers allow you to automatically decline cookies or be given the choice of declining or accepting the transfer to your computer of a particular cookie (or cookies) from a particular site. You may also wish to refer to <http://www.allaboutcookies.org/manage-cookies/index.html>. If, however, you do not accept cookies, you may experience some inconvenience in your use of Scratch.

How does the Scratch Team use my personal information?

Internal and Service-Related Usage

We use Personal Information for internal and Site-related purposes, including to operate, provide, and maintain the Site.

Analytics and Improving the Site

https://scratch.mit.edu/privacy_policy

[Create](#)[Explore](#)[Ideas](#)[About](#)[Contact](#)[Join Scratch](#)[Sign In](#)

on the Site, to monitor and analyze usage of the Site and to improve and enhance the Site.

Communications

We may send emails to an email address you provide to us for customer-service or technical-support purposes, to send you information about topics or content that we think may interest you, or updates about the latest developments or features on the Site. We may also send a newsletter to the email address you provide to us if you subscribe to receive the newsletter. Parents and guardians who register their under-16 year olds for Scratch may also receive additional updates from the Scratch Foundation, a non-profit that supports Scratch educational initiatives.

Aggregate Data

We may de-identify and aggregate information collected through the Site for statistical analysis and other lawful purpose, including in research studies intended to improve our understanding of how people learn with Scratch. The results of this research are shared with educators and researchers through conferences, journals, and other publications. You can find out more on our **Research page**.

Legal

We may use your Personal Information to enforce our **Terms of Use**, to defend our legal rights, and to comply with our legal obligations and internal policies. We moderate all content posted to Scratch, including unshared projects, comments, and forum posts.

If you are located in the European Economic Area, we only process your Personal Information based on a valid legal ground, including when:

- You have consented to the use of your Personal Information, for example, to receive electronic marketing communications;

[Create](#)[Explore](#)[Ideas](#)[About](#)[Help](#)[Join Scratch](#)[Sign in](#)

inquiries, or for customer support,

- We have a legal obligation to use your Personal Information; or
- We or a third party have a legitimate interest in using your Personal Information. In particular, we have a legitimate interest in using your Personal Information to personalize our services and provide you with tailored content, conduct business analytics, and otherwise improve the safety, security, and performance of our Site. We only rely on our or a third party's legitimate interests to process your Personal Information when these interests are not overridden by your rights and interests.

How Does Scratch Share my Personal Information?

We disclose information that we collect through the Site to third parties in the following circumstances:

- To third-party service providers who provide services such as website hosting, data analysis, information technology and related infrastructure provisions, customer service, email delivery, and other services.
- We may also disclose your Personal Information with your permission. We may seek your permission in various ways. For example, we may present you with an "opt-in" prompt when you register to use the Site or access certain content.
- To a potential or actual acquirer, successor, or assignee as part of any reorganization, merger, sale, joint venture, assignment, transfer, or other disposition of all or any portion of our organization or assets. You will have the opportunity to opt out of any such transfer if the new entity's planned processing of your information differs materially from that set forth in this Privacy Policy.
- If required to do so by law or in the good faith belief that

[Create](#)[Explore](#)[Ideas](#)[About](#)[Help](#)[Join Scratch](#)[Sign In](#)

comply with legal process; (c) to respond to requests from public and government authorities, such as school, school districts, and law enforcement, including public and government authorities outside your country of residence; (d) to enforce our terms and conditions; (e) to protect our operations or those of any of our affiliates; (f) to protect our rights, privacy, safety, or property, and/or that of our affiliates, you, or others; and (g) to allow us to pursue available remedies or limit the damages that we may sustain.

Third Party Services

This Privacy Policy applies only to the processing of your Personal Information by Scratch. It does not address, and we are not responsible for, the privacy, information, or other practices of any third parties, including any third party operating any site or service to which the Site links. The inclusion of a link on the Site does not imply endorsement of the linked site or service by us or by our affiliates.

Your Rights and Choices

Updating Your Information

You can update your password, email address, and country through the **Account Settings** page. You can also reset your password through the **Account Reset** page. You cannot change your username, but you can make a new account and manually copy your projects to the new account.

If you want to delete your account, login to Scratch, and then click your username in the top right-hand corner. Select "Account Settings," then click the "I want to delete my account" link at the bottom of the page. Deleting your account hides all information from public view, but does not remove all

help@scratch.mit.edu for assistance.

Marketing Communications

If you decide at any time that you no longer wish to receive marketing communications from us, please follow the unsubscribe instructions provided in any of the communications. You may also opt out from receiving email from us by sending your request to us by email at help@scratch.mit.edu. Please be aware that, even after you opt out from receiving marketing communications from us, you may continue to receive administrative messages from us regarding the Site.

Your Data Protection Rights (EEA)

In certain jurisdictions, you have the right to request access and receive information about the Personal Information we maintain about you, to update and correct inaccuracies in your Personal Information, to restrict or object to the processing of your Personal Information, to have the information blocked, anonymized, or deleted, as appropriate, or to exercise your right to data portability to easily transfer your Personal Information to another company. Those rights may be limited in some circumstances by local law requirements. In addition to the above-mentioned rights, you also have the right to lodge a complaint with a competent supervisory authority subject to applicable law.

Where required by law, we obtain your consent for the processing of certain Personal Information collected by cookies or similar technologies, or used to send you direct marketing communications, or when we carry out other processing activities for which consent may be required. If we rely on consent for the processing of your Personal Information, you have the right to withdraw it at any time and free of charge. When you do so, this will not affect the lawfulness of the processing before your consent withdrawal.

To update your preferences, ask us to remove your information from our mailing lists, or submit a request to

Data Retention

We take measures to delete your Personal Information or keep it in a form that does not allow you to be identified when this information is no longer necessary for the purposes for which we process it, unless we are required by law to keep this information for a longer period. When determining the retention period, we take into account various criteria, such as the type of services requested by or provided to you, the nature and length of our relationship with you, possible re-enrolment with our services, the impact on the services we provide to you if we delete some information from or about you, mandatory retention periods provided by law and the statute of limitations.

How does the Scratch Team protect my personal information?

The Scratch Team has in place administrative, physical, and technical procedures that are intended to protect the information we collect on the Scratch website against accidental or unlawful destruction, accidental loss, unauthorized alteration, unauthorized disclosure or access, misuse, and any other unlawful form of processing of the Personal Information in our possession. For example, we use SSL/TLS for all data transfer and strictly limit access to the Scratch servers and the data we store on them. However, as effective as these measures are, no security system is impenetrable. We cannot completely guarantee the security of our databases, nor can we guarantee that the information you supply will not be intercepted while being transmitted to us over the Internet.

Notifications of changes to the Privacy Policy

We review our security measures and Privacy Policy on a periodic basis, and we may modify our policies as appropriate. If we make material changes, we will notify you through the Site or by sending you an email or other communication. We encourage you to review our Privacy Policy on a regular basis. The “Last Updated” date at the top of this page indicates when this Privacy Policy was last revised. Your continued use of the Site following these changes means that you accept the revised Privacy Policy.

International Cross-Border Data Transfer

Scratch is based in the United States. Personal Information that we collect may be transferred to, and stored at, any of our affiliates, partners, or service providers which may be inside or outside the European Economic Area, including the United States. By submitting your personal data, you agree to such transfers.

What can I do to help protect privacy on Scratch?

Please do not share personal contact information (such as your name, physical address, email address, or phone number) in projects, comments, profiles, studios, or forum posts. Please let us know if you see this kind of information by using the “Report” link which appears on the page. It is also important that you maintain the security and control of your account credentials, and not share your password with



Be remote ready with ClassDojo. Learn how



Terms of Service

Terms of Service



ClassDojo Terms of Service

The following are the terms of service ("Terms of Service") that define the relationship between ClassDojo, Inc. (doing business as ClassDojo ("Company," "ClassDojo," "we," or "us")) and you, and govern your use of ClassDojo's services.

PLEASE NOTE THAT THESE TERMS CONTAIN A DISPUTE RESOLUTION AND BINDING ARBITRATION PROVISION **SECTION**, INCLUDING A CLASS ACTION WAIVER THAT AFFECTS YOUR RIGHTS UNDER THESE TERMS AND WITH RESPECT TO DISPUTES YOU MAY HAVE WITH THE SERVICES.

We've done our best to write this policy in simple, clear terms. We've also added summaries below each section that provide short explanations of the legal language in plain English (it starts with 'Basically...') to aid in understanding, but it isn't legally binding.

Last updated: November 2, 2018. You can see past versions of our Terms [here](#) on Github.

Agreeing to our Terms

Thank you for your interest in ClassDojo, which owns and operates the services offered on [classdojo.com](#) ("ClassDojo Website"), including the ClassDojo platform ("ClassDojo Platform"), and any associated mobile applications ("ClassDojo Apps") or products and services that Company may provide now or in the future (collectively, the "Service").

These Terms of Service contain general terms that apply to you as a user of the ClassDojo Service ("User"), along with additional terms that may apply to you as a User registered as a teacher, school leader, aide, or other similar personnel ("School Personnel"), or a parent. If you are School Personnel, you will also be subject to our [Student Data Protection Addendum](#) ("DPA"). If you are purchasing any



Be remote ready with ClassDojo. [Learn how](#)

time to time (collectively the “Guidelines”). These Terms of Service, Terms, including any other Guidelines and future modifications (collectively, the “Agreement”), govern your use of the Service and is a legal contract between you and ClassDojo. If there is any inconsistency between the Terms of Service, Terms, and any of the Guidelines, the additional Guidelines will prevail to the extent of the inconsistency. By registering for an account on, or otherwise accessing or using the ClassDojo Service, you acknowledge that you have read and agree to be bound by this Agreement. If you are using the Service on behalf of an institution that has a separate written agreement with ClassDojo, that agreement governs your use of the Service.

If you are under the age of 18, you represent that your legal guardian has reviewed and agreed to the Agreement. If you don't get your parent or guardian to read and agree to the Agreement, you don't have permission to use the Service.

If you are entering into this Agreement on behalf of a company or other legal entity (including if you are School Personnel entering on behalf of your school), you represent that you have the authority to bind such entity to these terms and conditions, in which case the terms “you”, “your” or “User” shall refer to such entity. **If you do not have such authority, or if you do not agree with these terms and conditions, you must not accept this Agreement and may not use the Service.**

Basically,

By using or signing up for ClassDojo, you agree to these terms. If you are under the age of 18, your legal guardian or parent will need to review and agree to the Agreement on your behalf. Welcome to the community!

Using the Service

Permission to use ClassDojo As long as you are complying with all of the terms and conditions of this Agreement, Company gives you permission to access and use the Service solely to enable your use of the Service. The Service is available for your personal, noncommercial use and should only be used for educational purposes or lawful purposes that help bring school communities together or help parents and children build stronger relationships at home. You may download a single copy of the ClassDojo App for personal, non-commercial use only.

Access to and use of the Service itself is free, but we do offer, and may add to in the future, optional Premium Features that ClassDojo may charge for. Please also be aware that while we currently provide our mobile services for free, your carrier's normal rates and fees still apply, such as text messaging and data fees.



Be remote ready with ClassDojo. [Learn how](#)

Service at any time, although we'll be sorry to see you go. We may also add or create new limits to our Service or restrict your access to all or a part of the Service at any time without notice or liability.

We believe that you (or your school as applicable) own your data and preserving your access to such data is important. If we discontinue a Service, where reasonably possible, we will give you reasonable advance notice and a chance to get information out of that Service. Please see our [FAQ](#) for more information.

Restrictions Except as expressly permitted under this Agreement, you agree that your permission to use the Service is conditioned upon you following all the restrictions set forth in the "ClassDojo Technology" and "Acceptable Use and Conduct" sections.

Basically,

You can use ClassDojo, as long as you follow the rules in these terms.

ClassDojo Technology

The Service and the ClassDojo Technology are intended solely for the personal, non-commercial use of our Users and may only be used in accordance with this Agreement. "ClassDojo Technology" means all past, present and future content of the Service, including, all the software, hardware and technology used to provide the Service (including ClassDojo proprietary code and third-party software), user interfaces, materials displayed or performed on the Service, such as text, graphics, articles, photographs, images, illustrations and the design, structure, sequence and "look and feel" of the Services, and all other intellectual property, including all ClassDojo Marks. "ClassDojo Marks" means the trademarks, service marks, logos, or any other trade name, trademarks, service marks and other distinctive or proprietary brand features of ClassDojo.

ClassDojo Technology is protected by copyright and other intellectual property laws. Using our Service does not give you ownership of any intellectual property rights in our Service or the ClassDojo Technology. You agree that, as between you and ClassDojo, all the intellectual property rights in the ClassDojo Service and ClassDojo Technology, which does not include User Content (as defined below), are owned by ClassDojo or its licensors. These terms do not grant you the right to use any ClassDojo Marks.

You will not, nor will you allow any third party (whether or not for your benefit) to:

- Run, license, rent, lease, loan, distribute, or sell access to the ClassDojo Service or the ClassDojo Technology.

**ClassDojo**

Be remote ready with ClassDojo. Learn how

any ClassDojo Technology.

- Circumvent, disable or otherwise interfere with security related features or features that prevent or restrict use or copying of any User Content or ClassDojo Technology or enforce limitations on use of the ClassDojo Service or the User Content and ClassDojo Technology.
- Remove, obscure, or alter any copyright, logo, trademark, or other legal notices displayed in or along with our Services or any ClassDojo Premium Features or other custom products or merchandise, or otherwise use any of the ClassDojo Technology in a manner that creates the impression that the ClassDojo Technology belongs to you.

Basically,

Use of our Service does not give you any ownership rights to our intellectual property. We respect copyrights, trademarks and brands. Please respect ours, too!

Your Information and Content

User Content and Activities

In the course of using the Service, you and other Users may provide or post certain content or information (including, but not limited to, photos, videos, drawings, journals, documents, music, messages sent between parents and teachers or between students and teachers ("Portfolio Comments"), Student Data (as defined in the [DPA](#)), Activities (as defined below), student responses to Activities ("Student Activity Responses") and Feedback (as defined below)), which may be used by ClassDojo in connection with the Service and which may be visible to certain other Users (collectively "User Content"). Please visit our [Privacy Policy](#) for additional information on the types of information different types of Users are able to provide. Additionally, some User Content may be deemed an Education Record (as defined below).

School Personnel may contribute educational content, create answers to assessments, create activities for students to complete, create derivative works (e.g. completion of assignments) and transmit this data and content to ClassDojo (collectively "Activities").

School Personnel and Users may submit feedback, comments or suggestions for improvements to the Services (in written, oral or any other form) ("Feedback").

Ownership



Be remote ready with ClassDojo. [Learn now](#)

7

License

User Content

In order to allow ClassDojo to provide the Service, you hereby grant to us a limited, non-exclusive, sublicensable (as necessary to perform the Service, including distributing Activities, and providing the Premium Features), worldwide, royalty-free, and transferable (only to a successor) right and license to:

1. use, host, copy, store, distribute, publicly perform and display, publish (in whole or in part), modify, and create derivative works (such as changes we make so that your content works better with our Service) such User Content as necessary to (a) provide, improve and make the Service available to you and other Users including through any future media in which the Service may be distributed;
2. use and disclose metrics and analytics regarding the User Content in an aggregate or other non-personally identifiable manner (including, for use in improving our service or in marketing and business development purposes);
3. use, modify, prepare derivative works, publish, distribute and sublicense Feedback without any compensation to you;
4. use any User Content (including any Student Data or Education Record) that has been de-identified for any product development, research or other lawful purpose subject to the DPA; and
5. use for other purposes permitted by the DPA and the [ClassDojo Privacy Policy](#).

Company will only share and use your personal information in accordance with ClassDojo's current Privacy Policy at <http://www.classdojo.com/privacy>.

Activities

By default, if School Personnel contribute Activities, such Activities will be licensed royalty-free to ClassDojo under the Creative Commons Attribution 4.0 License ("CC License"), which is available at <https://creativecommons.org/licenses/by/4.0/>. Such Activities shall be available to the School Personnel's school and its Users, but ClassDojo may also sub-license such Activities to other Users of the Services at other schools. You acknowledge and agree that Activities will be licensed under the CC License unless you "opt-out" of sharing to other schools. Such Activities will continue to be licensed under the CC License until School Personnel "turns off" such sharing for that particular Activities. However, you understand and agree that if you "turn-off" sharing for Activities (i) the Activities will be available to Users within the School Personnel's school only; (ii) the change is prospective and does not terminate any sub-licenses to the underlying Activities previously granted by ClassDojo to any third parties (such as teachers from other schools and districts), and (iii)

**ClassDojo**

Be remote ready with ClassDojo. Learn how

identifiable information (such as that in Student Data or an Education Record), or (iii) your account. Such termination may not apply if your User Content has been shared with others, and they have not deleted it. When you post User Content in a **Class Story** or **School Story**, or **Portfolios** this can be viewed by other teachers, students and parents and it means that you are allowing others to access and use that information and to associate it with you (i.e., your name and profile picture if you provide one as a teacher or parent).

Note, however, that any User Content that may be in an Education Record or Student Data (including User Content in or related to messages sent through **ClassDojo Messaging**, **Class Story**, or **School Story** or **Portfolios**, may be kept after you delete your account for school legal compliance reasons (e.g. maintenance of "education records" under the Family Educational Rights and Privacy Act (FERPA)). Please see the section entitled "Deleting your Account" in our Privacy Policy and our **deletion FAQs** for more information. When you delete IP Content, Student Data, Education Records, or personal information, it is deleted in a manner similar to emptying the recycle or trash bin on a computer. However, you understand that any removed User Content may persist in backup copies for a reasonable period of time (but will not be available to others).

Your Responsibilities and ClassDojo Rights

You agree that you, or your Institution, are responsible for making sure that you have all rights in the User Content, including the rights necessary for you to grant us the foregoing licenses to the User Content. Institution or School Personnel, as applicable, represents, covenants and agrees on behalf of yourself and your student Users that the submitting User (including your students) has all required rights to submit, post, upload or otherwise, own, use or disseminate the User Content it submits or uploads without violating any third-party rights. You are responsible for ensuring your User Content complies with the "**Acceptable Use and Conduct**" Section and for any other guidelines or conditions specific to a particular category of User (e.g., teacher, parent, or student). When you include User Content, you can create links to external websites. If you elect to create links to external websites, you must verify the quality and substance of each external link. You are solely responsible for any links you create to external websites. ClassDojo is not liable or responsible for any links created by you, or for any damages, direct or indirect, arising therefrom.

All information posted or transmitted through the Service is the responsibility of the person that posted it, and we will not be liable for any errors or omissions in any content. ClassDojo cannot guarantee the identity of any other Users with whom you may interact in the course of using the Service, or the authenticity of any data which users may provide about themselves. You acknowledge that all content accessed by you using the Service is at your own risk and you will be solely responsible for any damage or loss to any party resulting therefrom. You acknowledge that ClassDojo and its designees (such as teachers) reserve the right, but shall have no obligation, to pre-screen,



ClassDojo

Be remote ready with ClassDojo. [Learn how](#)

✓

While ClassDojo does not permit User Content containing personal information of Users under the age of 13 to be public, if you as a parent or School Personnel, upload any User Content to any area of our Service in areas that may be viewed by others (for example, in Class Story or School Story) containing your likeness or the likeness of others, you also agree to the following:

You consent to the use of your likeness, and you have obtained (as necessary) the written consent, release, and/or permission of every identifiable individual who appears in your User Content to use such individual's likeness, for purposes of using and otherwise exploiting the User Content in the manner contemplated by this Agreement, or, if any such identifiable individual is under the age of eighteen (18), you have obtained any necessary written consent, release and/or permission from such individual's parent or guardian (and you agree to provide to us a copy of any such consents, releases and/or permissions upon our request). If you do submit a submission that contains the likeness of an identifiable individual under the age of eighteen (18), we strongly encourage you not to include any identifying information (such as the individual's first and last name or address) with such User Content.

Analyzing User Submissions Our automated systems analyze your User Content (including emails) to provide you personally relevant product features, such as customized search results, and for spam and malware detection. This analysis occurs as the content is sent, received, and when it is stored. ClassDojo will not analyze any **personal information** contained in Educational Records or Student Data for the purpose of providing **behaviorally-targeted advertising** to students or parents. The foregoing shall not be construed to (i) prohibit ClassDojo from marketing or advertising directly to parents or other Users so long as the marketing or advertising did not result from the use of personal information contained in Educational Records or Student Data obtained by ClassDojo from providing the Service (unless with parental/guardian consent), (ii) apply to the marketing of school memorabilia such as photographs, yearbooks or class rings, (iii) prohibit ClassDojo from using aggregate or **De-Identified Data** to inform, influence or enable marketing, advertising or other commercial efforts by ClassDojo, (iv) limit the ability of ClassDojo to use Educational Records or Student Data for adaptive learning or customized student learning purposes, or (v) prohibit ClassDojo from using Student Data or Education Records to recommend educational products and services to parents/guardians, students or School Personnel so long as the recommendations are not based in whole or part in payment of other consideration from a third party.

Basically,

You (or your school as applicable) own any content you post on ClassDojo. You also give us permission to use it to provide the ClassDojo service to you and



ClassDojo

Be remote ready with ClassDojo. [Learn how](#)

School Personnel) reserve the right (but have no obligation) to pre-screen, filter, or remove it from the service at any time, for any reason.

Privacy and Security

Your privacy is extremely important to us, and we take great care to limit what we collect and how we use it, and to enable you to understand our policies. Please read our Privacy Policy which explains how we treat your **personal information** and protect your privacy when you use our Service and for **more information** on the administrative, technical and physical safeguards we maintain to protect against unauthorized use, disclosure of or access to personal information. Please see our **Privacy Policy** for a description of the procedures 1) by which a student, parent or legal guardian of a student may review, access or delete the personal information of a student; and 2) by which the Institution may **access and delete** Education Records.

In addition, please read the **DPA**, which is an agreement between us and your school, and describes the duties and responsibilities to protect Student Data transmitted to ClassDojo. By using our Service, you agree that ClassDojo can use such data in accordance with our Privacy Policy. We won't reduce your rights under the Privacy Policy without your explicit consent.

Basically,

In addition to these terms, please read our **Privacy Policy**, and the **Data Privacy Addendum** provided to your school which outline our practices towards handling any personal information that you may provide us.

Additional Terms by User Type

a) **Students:** if you are a student accessing the Service at the invitation of a teacher or other school official or your parent, the following terms apply to you.

(i) **Invitation and Account Creation:** Only students who have been invited, or given access to the Service, by their teacher, school, district, or parent may use the Service. You may not access or use the Service unless you are invited or given access to the Service by (i) a teacher, school, or district who is authorized to give you access to the Service (including creating your student account on your behalf to allow you to login through a **QR code**, class text code, or **Google Login** (as defined below) or giving you a **unique student code** to allow you to set up your own account) or (ii) your parent who must create your student account on the Service or allow you to use their ClassDojo App on their device to access certain Premium Features within the Service.



ClassDojo

Be remote ready with ClassDojo. Learn how

own account with a username (and/or email address) and password, or (3) have your parent create your student account after we have obtained **parental consent** from them. If you are creating your own account in addition to the unique student code from your teacher, we will either ask you for (1) a username (and/or email address), password, and age or date of birth, as well as your parents email address so that we can provide notice or obtain consent for you to use the Service.

Teachers will review any User Content you upload to the Service prior to them appearing in your **portfolio** for parents to see, but other students in your class may see your User Content if they inadvertently login as you with the QR code given in class. If you are a student, please do not provide any personal information about yourself to us, other than what we request from you when you use the Service or as directed by your parent, teacher, school, or district, such as through the use of the Portfolios feature or use of Premium Features.

(iii) **Consent:** The Children's Online Privacy Protection Act ("COPPA") prohibits online service providers from knowingly collecting **personal information** from children under 13 years of age without verifiable parental consent or notice as applicable ("Consent"). Consent may be obtained either by 1) ClassDojo if the parent is setting up a student account directly or allowing their child to use certain Premium Features within their parent account, or the student has received a **unique student code** from their teacher and is setting up their own account; or 2) a student's teacher, school, or district if the teacher, school or district is setting up the student's account and allowing the student to login (such as through the use of a **QR code**, class text code, or **Google Login**) or otherwise allowing students to access ClassDojo from school ("**School Consent**"). Any student account (or access to a student account) created for the student by the parent, or the student's teacher in class, or the student directly, are linked together (these are not different accounts, but rather the same singular account). Children under the age of 13 are prohibited from using certain features of the Service without Consent, including, without limitation, student accounts. By using a student account on the Service, you promise that, if requested during your use of the Service, you provided your real age and that you are (a) over the age of 13; or (b) your parent (or you with the unique student code given to you by your teacher) has set up your student account and that any response sent to Company in response to Company seeking your parent's consent comes from your parent or legal guardian; or (c) your teacher, school, or district has set up your student account or is otherwise allowing you to use the Service.

Basically,

Students: if you want to create a ClassDojo account, your account must be set up by a teacher or parent or you must be given a **unique student code** by your



ClassDojo

Be remote ready with ClassDojo. Learn how

2

username, password, email address (if they are using their Google Login), and their age (and a parent's email address to ask for **Consent** when applicable). Parents and teachers may also create the account on the student's behalf.

b) **School Personnel:** If you are a School Personnel accessing the Service on behalf of a school, school district, or other similar educational institution (the "Institution"), the following terms apply to you:

(i) **Permissions and Authority:** You agree that you are acting on behalf of (or have received all necessary permission from) your Institution to enter into this Agreement and to register and use the Service as part of your curriculum. Only School Personnel who are current employees of the Institution may use the Service on the Institution's behalf. The School Personnel is responsible for obtaining any necessary approvals from their school's authorities and administrators before using the Service. Upon termination of a School Personnel or other staff member's employment with the Institution, such individual must return and cease using all login details and student access he or she has in his or her possession. If at any time you learn a User of the Service claims to be affiliated with your Institution who is not, in fact, affiliated with your Institution, you will notify ClassDojo immediately at privacy@classdojo.com.

(ii) **Students under 13:** You further understand and acknowledge that COPPA prohibits online service providers from knowingly collecting **personal information** from children under 13 years of age without **Consent** and you understand that we will not let children under the age of 13 use certain features of the Service unless:

1. ClassDojo obtains **Consent** from the child's parent or legal guardian if 1) the parent is creating an account for the student on ClassDojo or allowing the student to access and use the Services on the parent device; or 2) the student has created their own student account using the unique student code given to them by their teacher; or
2. You obtain **School Consent** in situations where you set up the child's student account on their behalf to enable them to then log in (such as through the use of a **QR code**, class text code, or **Google Login**) or otherwise allow the student to access certain features of the Service in the classroom which may result in the collection of personal information from the child. ClassDojo will not provide use of student accounts or access to the Service to children under the age of 13 if we are unable to obtain **Consent** or learn that you have not obtained **School Consent**. You agree that you will not knowingly create a child's student account on their behalf or allow the child to use the Service in the classroom until you have obtained **School Consent**.



Be remote ready with ClassDojo. Learn how

Service to those student Users from whom School Personnel has received valid Consent forms and complying with all parental requests regarding the collection, use and disclosure of such parent's child's information. School Personnel or the Institution are responsible for disseminating any required parental consent forms to the parents of potential student Users, for confirming receipt of valid consent forms for each child before granting the student access to the Service, and for retaining such consent forms on file. If a parent User does not consent or rescinds such School Consent, School Personnel or the Institution shall immediately notify ClassDojo to discontinue that student's access to the Service and ensure that such student's information is no longer accessible through the Services. For more information on School Consent please see our [FAQ](#). Under no circumstances will ClassDojo be liable for the School Personnel's failure to consult their school's authorities and administrators or for failing to obtain School Consent when required.

(iv) **Parent Code.** Each student the teacher inputs on ClassDojo is assigned a **unique parent code**. This unique parent code is required for parents to connect with their child's updates from school on ClassDojo. Parents may register for an account on ClassDojo without the unique parent code, including to utilize the **Premium Features**, but will be unable to connect with their child's school to see their child's or the school's updates. Parents with a ClassDojo account may give Consent for their child to have a Student Created Account (as defined below) on ClassDojo. It is your responsibility to ensure that each student only shares his/her parent code with his/her parents. School Personnel may also find more suitable means to communicate the parent code to the parent, including by sending home a private letter to the student's parent or otherwise contacting the parent directly. Alternatively, if the School Personnel has access to the student's parent contact information and has permission to do so, the School Personnel may provide ClassDojo with a list of parent email addresses or phone numbers for ClassDojo to send the parent code at the direction of and on behalf of the School Personnel embedded in a link to parents (via email or SMS) to click through in order to create a parent account and additionally give Consent.

(v) **Portfolios.** If you choose to use the **Portfolios** feature in your classroom, the following conditions and limitations apply:

1. Using the Portfolios feature, you may elect to allow students to directly contribute User Content, including Student Activity Responses, to their Portfolios after you have set up their student account on their behalf. It is your responsibility to decide whether to set up the student account on the student's behalf and to grant permission to such student to submit User Content. ClassDojo is not responsible for the selection of students given access to the Portfolios feature in your classroom.
2. It is your responsibility to ensure that only the applicable students can access the class **QR code** and that students are only signing in and choosing their own Student Account. In addition,



Be remote ready with ClassDojo. [Learn how](#)

Content” Sections. You are solely responsible for reviewing all student User Content, including any Activities, Student Activity Responses and Portfolio Comments, prior to these being posted on the student’s portfolio for parents to see and are also solely responsible for all submitted content (including any **personal information** contained therein if not removed by you), and for ensuring that such submissions meet all applicable conditions and restrictions set forth in this Agreement, including, but not limited to, those in “Your Information and Content” and the “Acceptable Use and Conduct” Sections.

4. If you provide or allow students to provide Portfolio Comments, you agree that ClassDojo may provide parents with a notice that you are engaging in the use of such Portfolio Comments, including to communicate with their child prior to any posting of such Portfolio Comments to the child’s Portfolio. Additionally, you acknowledge and agree that once a Student Activity Response is reviewed and accepted by you to be posted on the student’s portfolio, that all associated Portfolio Comments can be viewed by the child’s parent.

(vi) **Google Login.** If you choose to allow your students to log in on the Service using their Google for Education or other Google Accounts (“Google Login(s)”), you are responsible for educating your students on the proper use of their Google Login, including to help educate your students on better protecting their Google Login by turning on **two-factor authentication**. Note that ClassDojo does not request or store passwords associated with any Google Logins. Please see [here](#) for more information on what we collect through the use of Google Login and how we use that information. Additionally, please see the section “Social Media and Third-Party Authentication Services” for more detail on the use of Google Login.

(vii) **School Stories and Other Communications with Parents.** If you choose to use School Story, Class Story, Messaging, or other digital communications features with parents or guardians (“Parent Communications”) the following terms apply:

1. You should use Parent Communications for educational subject matter only and must comply at all times with the **Parent Communication Guidelines**.
2. You are solely responsible for reviewing all Parent Communications you distribute and ensuring that all Parent Communications (including any **personal information** contained therein if not removed by you) meet all applicable conditions and restrictions set forth in this Agreement, including, but not limited to, those in “Your Information and Content” and the “Acceptable Use and Conduct” Sections.

(vii) **Activities.** If you choose to submit Activities to the Service, the following conditions and limitations apply:



PRIVACY POLICY

Updated and effective as of August 21, 2018.

ABCya.com is a teacher-created website brought to you by ABCya.com LLC ("ABCya") that provides fun and educational games for kids to use under the guidance of their parents and teachers. In this policy, we refer to our visitors younger than age 13 as "Children." We provide this privacy policy to inform parents and other users about our privacy practices for ABCya.com, our ABCya Games mobile app, and any other ABCya online service that links to this Privacy Policy (the "Platform"), as required by the Children's Online Privacy Protection Act ("COPPA"). Note that this Privacy Policy does not cover information collected offline or through ABCya mobile apps that post a separate privacy policy.

Please review our full privacy policy below - but here are some key points to know:

- The Platform does not require Children to provide their name, address, or other contact information in order to play games. We, and third-party service providers, may automatically collect IP address and similar device identifiers from Platform visitors - but only for analytical and other internal-operations purposes.
- The Platform does collect personal information from parents, teachers, and other adults (for example, if you subscribe to a paid account).
- Unless you purchase an ad-free subscription, we have advertisements on the Platform, which are served by third-party companies. However, these ads are not targeted to a specific user. (We use only contextual advertising methods and not interest-based advertising methods).

In addition to this privacy policy, please review our [Terms of Use](#), which govern your use of the Platform, and our [Payment Terms](#), which contain additional terms applicable to paid subscriptions.

This Privacy Policy Explains:

WHAT INFORMATION DOES ABCYA COLLECT AND HOW DO WE USE IT?

DOES THE PLATFORM USE COOKIES AND OTHER TRACKING TECHNOLOGIES?

HOW DOES ABCYA SHAPE COLLECTED INFORMATION?

DOES THE PLATFORM USE THIRD-PARTY ANALYTICS PROVIDERS AND AD SERVERS?

ARE THERE THIRD-PARTY LINKS ON THE PLATFORM?

WHAT RIGHTS DO PARENTS HAVE?

WILL MY INFORMATION TRANSFER TO THE UNITED STATES?

WHAT STEPS DOES ABCYA TAKE TO SECURE MY PERSONAL INFORMATION?

New curriculum is coming to Typing.com next fall! [Get a sneak peek now.](#)

[Support](#)[Teacher Login](#)[Student Login](#)

Privacy Policy

Privacy Policy Updated: January 2020

Thank you for your interest in Typing.com! Please read the below privacy policy in detail. However, in plain English, we do not share, sell, or otherwise give away private information to anyone! At most, some non-personal information such as IP address and web browser version will be made available as a basic mechanic of the internet, but that's it. Now, please enjoy the legalese:

Typing.com has created this privacy statement in order to demonstrate our firm commitment to privacy. This privacy policy applies to information, including personal information, that Typing.com (a product of Teaching.com) collects about you when you visit our website. This policy does not apply to other Teaching.com websites or apps.

Typing.com offers both a free (Student and Teacher), ad-supported version and a premium (Student and Teacher), subscription-based version. The personal information that we collect, use, share, and disclose is dependent upon the version utilized.

While most of Typing.com is a general audience website through which we do not knowingly collect information from children under 13, the teacher portal portion of our site contains features for teachers (such as grading and reporting on performance) designed for students who may be Children.

Information Rights

This website recognizes and complies with GDPR and those rights, except as limited by applicable law. The rights under GDPR include:

Access: This includes your right to access the personal information we gather about you, and your right to obtain information about the sharing, storage, security and processing of that information.

Correction: This is your right to request correction of your personal information.

Erase: This is your right to request, subject to certain limitations under applicable law, that your personal information be erased from our possession (also known as the "Right to be forgotten"). However, if applicable law requires us to comply with your request to delete your information, fulfillment of your request may prevent you from using Basecamp services and may result in closing your account.

Complain: You have the right to make a complaint regarding our handling of your personal information with the appropriate supervisory authority.

Restrict Processing: This is your right to request restriction of how and why your personal information is used or processed.

Object: This is your right, in certain situations, to object to how or why your personal information is processed.

Portability: This is your right to receive the personal information we have about you and the right to transmit it to another party.

Automated Decision-Making: This is your right to object and prevent any decision that could have a legal, or similarly significant, effect on you from being made solely based on automated processes. This right is limited, however, if the decision is necessary for performance of any contract between you and us, is allowed by applicable European law, or is based on your explicit consent.

Information We Collect

We collect information from you directly when you create an account. Typing.com and third-party advertisers (only with our free versions), such as [Google Ad Manager](#) and [Freestar](#) may send one or more cookies to your browser to help customize your experience on our site and/or to provide you with ads that may be of interest to you. If you would like more information about this practice and to understand your choices about not having this information used by these companies, check out [Network Advertising Initiative](#).

You may establish an account with Typing.com by providing us with a username and password, and optionally, an email address. By establishing an account, you can save and track your performance on our site. If you establish an account with us, we will collect information about your performance on our site. If you do not establish an account, we will use a session cookie to collect and track information about your performance, which is lost and unsaved upon

exiting the site. You can also establish an account to use our site by logging in through social media networks and other services, such as Clever Single Sign-On, Facebook or Google. If you do, we may collect certain personal information through the social network, including but limited to, your full name and email address.

Typing.com uses advertising services provided by [Google Ad Manager](#) and [Freestar](#) that will collect information in order to target ads to you (only with our free versions). This may include your IP address, the identity of your Internet Service Provider, browser type, operating system, the referring web page, and the pages visited while on our site.

Sharing and Use of Information

We use the information described above to communicate with you, manage and improve our site, and for security purposes. Except as provided below, we will not sell, share, or disclose information we collect from or about you.

Our site uses [Google Analytics](#). Google Analytics places a cookie on your web browser and collects your IP address. It does not collect names or other identifying account information. We use this information to diagnose problems and to improve and administer the site.

When optionally purchasing a premium version account, a payment processing software, Stripe, directly collects all personal payment information. Payment confirmation information is shared with us. We will not sell, share, or disclose this information. See the privacy policy for [Stripe](#) for additional information.

We use [Google Ad Manager](#) and [Freestar](#) to serve ads to the users of our free versions. Through Google, advertisers may place and read cookies on your browser or use web beacons to collect information through an ad appearing on our site. Any advertisements served by Google may be controlled using the DoubleClick cookie which allows Google to display ads based on your visits to this and other sites. See the privacy policy for Google Ad Exchange for additional information.

We will share information if required in order to comply with the law or to protect ourselves against third party claims.

Security

No data transmission or storage over the internet is 100% secure. While we use security measures to protect your personal information, we cannot promise or guarantee absolute

security.

Children's Information

Children under the age of 13 are not permitted to create their own, free student account on Typing.com without consent from a parent, legal guardian, or teacher. Children's information such as IP address, the identity of their Internet Service Provider, browser type, operating system, the site that brought them to our site, and the pages visited while on our site will still be collected, via a session cookie for performance management, from children who use the site without creating an account. This information is lost and unsaved upon exiting the site. If you are the parent, legal guardian, or teacher of someone under the age of 13 who may have created an account and provided us with information without your knowledge or consent, please contact us at support@typing.com to have this information removed. Alternatively, all created accounts can self-delete all personal information collected. To do so, login to the account page to view and delete the account, including all information collected. If you know of anyone under the age of 13 who may have provided us with information, please report it to us at support@typing.com.

A parent, legal guardian, or teacher may provide consent and purchase a premium student account for their child. As noted above, our teacher portal is designed for teachers that may have students that are children, and we may collect information directly from children under 13 in connection with this portion of the site. In compliance with the Children's Online Privacy Protection Act ("COPPA"), see the following regarding the use of our site by children.

Children may use our School Edition provided that the school has complied with its responsibilities under the Family Educational Rights and Privacy Act ("FERPA") and COPPA. If a teacher or school official has consented to our collection of information from children who are students in a manner consistent with COPPA, we will collect and use such personal information. This consent can be revoked and the student's information removed at any time. For parental and legal guardian rights, see specific section below. Contained within this privacy policy we provide each school with all the notices required under COPPA.

Please refer to the "Information We Collect" section for more information on the information we collect from children. Typing.com does not allow children to make this information publicly available.

Parent's Rights

Parents have the right to review and request that Typing.com delete any personal information that the site has collected and retained about their child. If you would like to request that we delete any personal information we may have about your child (such as username, password, and performance information) or to request no further collection of personal information from your child, please contact us at support@typing.com, call us at 1-720-445-9355 or write to us at:

PO Box 9241
Santurce Station,
San Juan, Puerto Rico
00909

Do Not Track Signals

Like most web pages, we do not respond to Do Not Track signals.

California Residents

You have the right to request that we tell you the categories of personal information we collect about you, where we get that information from, why we collect your personal information, who we share your information with, and what pieces of information we have collected about you. You also have the right to request that we tell you the types of businesses we share your information with, and what type of personal information we share with them. You have the right to request that we delete any of your information we have collected.

You can submit any of the above requests at support@typing.com. Alternatively, all created accounts can self-delete all personal information collected. To do so, login to the account page to view and delete your account, including all information collected.

We cannot discriminate against you for exercising your rights under the CCPA. Examples of discrimination would include denying you our services, charging you a different price, providing a different level of quality, or even suggesting you might receive a different price or a worse product.

California Residents – Sale of Children's Information

Student User Privacy Policy

Effective date: May 21, 2021

At Tynker, we take your privacy seriously. Please read this Privacy Policy to learn how we treat your personal data if you are a student user of Tynker Services under the age of 18 ("Student User"). If you're a parent or guardian, teacher, or school administrator, or any other user who is not a Student User, please see the [Non-Student User Privacy Policy](#) to learn how we treat personal data of non-student users.

If you're a Student User, you may only use Tynker Services and disclose information to us with your parent's or guardian's consent. Please refer to Tynker's [Terms of Use](#) regarding how Tynker and/or Educational Institutions (defined therein) collect verified parental consent before a Student User can use Tynker Services. Only a Student User's parent or guardian, or teacher or school administrator, can sign up such Student User to Tynker Services. **By agreeing to sign up a Student User to Tynker Services, you, as either such Student User's parent or guardian or teacher or school administrator, (i) acknowledge that you accept the practices and policies outlined below on behalf of such Student User, and (ii) hereby consent that we will collect, use and share the Personal Data of such Student User as described in this Privacy Policy; and (iii) you represent and warrant that you're such Student User's parent or guardian, or teacher or school administrator and have the legal authority to accept these terms on behalf of such Student User and grant such consent in compliance with applicable laws and regulations.**

Remember that your use of Tynker's Services is at all times subject to our [Terms of Use](#) <https://tynker.com/terms/>, which incorporates this Student User Privacy Policy. Any terms we use in this Policy without defining them have the definitions given to them in the [Terms of Use](#). If any data of Student Users (including Personal Data and other types of data) is shared with us from an Educational Institution (as defined in our [Terms of Use](#)), the [Additional Terms for Student Data from Educational Institution](#) apply to our treatment of such Student User's data. In the event of a conflict between this Student User Privacy Policy and the [Additional Terms for Student Data from Educational Institution](#), the terms that are most protective of Student User's data shall prevail.

You may print a copy of this Student User Privacy Policy by clicking [here](#).

Student User Privacy Policy Table of Contents

- [What this Privacy Policy Covers](#)
- [No Behavioral Advertising](#)
- [Personal Data of Children](#)
- [Personal Data](#)
 - [Categories of Personal Data We Collect](#)

- [Categories of Sources of Personal Data](#)
 - [Our Commercial or Business Purposes for Collecting Personal Data](#)
- [How We Share Your Personal Data](#)
- [Cookies](#)
- [Data Security and Retention](#)
- [California Resident Rights](#)
- [Other State Law Privacy Rights](#)
- [Changes to this Privacy Policy](#)
- [Contact Information](#)

What this Student User Privacy Policy Covers

This Student User Privacy Policy covers how we treat Personal Data that we gather when Student Users access or use our Services. "Personal Data" means any information that identifies or relates to a particular individual and also includes information referred to as "personally identifiable information" or "personal information" under applicable data privacy laws, rules or regulations. This Privacy Policy does not cover the practices of companies we don't own or control or people we don't manage.

As noted above, if you're not a Student User, please see the [Non-Student User Privacy Policy](#) to learn how we treat personal data of Non-Student Users (defined therein).

No Behavioral Advertising

We do not use or disclose Personal Data of a Student User or any other information of Student User collected through such Student User's Educational Institution (whether personal information or otherwise) for behavioral targeting of advertisements to students.

Personal Data of Children

The Children's Online Privacy Protection Act ("COPPA") requires that online service providers obtain parental consent before they knowingly collect personally identifiable information online from children who are under 13 years of age. We do not knowingly or intentionally collect or solicit personally identifiable information from a child under 13 without obtaining verifiable consent from that child's parent or guardian ("Parental Consent"), except for the limited amount of personally identifiable information we need to collect in order to obtain Parental Consent ("Required Information"). Until we have received Parental Consent, we will only use Required Information for the purpose of obtaining Parental Consent. If you are a child under 13 years of age, please do not attempt to send any Personal Data about yourself to us before we obtain Parental Consent, except for the Required Information in the context of the Parental Consent process. If you believe that a child under 13 years of age has provided us with Personal Data (beyond the Required Information) without our obtaining Parental Consent, please contact us at support@tynker.com. We do not condition participation in our Services on disclosure of more Personal Data from a child under 13 years of age than is reasonably

necessary for that participation, and we do not retain Personal Data from children under 13 years of age longer than is reasonably necessary in order to fulfill the purpose for which it was disclosed.

If you are a parent or guardian of a Student User of our Services who is under 13 years of age, you may contact us at any time to ask that (a) we stop collecting Personal Data from such Student User, (b) we delete any Personal Data already collected from such Student User (although note that we may further retain information in an anonymous or aggregated form where that information would not identify such Student User personally), or (c) we stop disclosing Personal Data collected from such Student User to third parties, but continue to allow for collection and use of Personal Data collected from such Student User in connection with the Services.

If you're above the age of 13 but under the age of 18, you represent and warrant that you've received your parent's or guardian's permission to use the Services and gotten your parent or guardian to agree to our [Terms of Use](#) on your behalf and also to agree on their own behalf.

For Student User, no matter whether you're under the age of 13 or above, your parent or guardian, teacher, or school administrator can view all information within or associated with your Tynker account, including, without limitation, messages between you and your teacher, your work assignments and results, comments, comments you received on your assignments, your projects saved in your account.

For clarity, we do not collect, maintain, use or share any Personal Data of a Student User beyond that needed for authorized educational/school purposes, or as authorized by the Student User or his/her parent or legal guardian, or teacher or school administrator under this Student User Privacy Policy and the [Additional Terms for Student Data from Educational Institution](#). In no instance do we sell any Personal Information of Student Users to anyone.

Personal Data

Categories of Personal Data We Collect

This chart details the categories of Personal Data that we collect and have collected from Student Users over the past 12 months:

Category of Personal Data	Examples of Personal Data We Collect	Cat We
Profile or Contact Data	<ul style="list-style-type: none">○ First and last name○ Parent or guardian's first and last name○ User name○ Email (only when a Student User signs in through third party services (e.g. Google) as	



(/) [🏠 \(/\)](#) [ABOUT \(/ABOUT\)](#) [COMMUNITY \(/COMMUNITY\)](#) [CREATE ACCOUNT](#) [LOG IN](#) [ENGLISH \(US\)](#)

PRIVACY NOTICE

(see also our legal page (/legal))

This privacy notice has been compiled to better serve those who are concerned with how their 'Personally identifiable information' (PII) is being used online. PII, as used in US privacy law and information security, is information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context. Please read our privacy policy carefully to get a clear understanding of how we collect, use, protect or otherwise handle your Personally Identifiable Information in accordance with our website.

What personal information do we collect from the people that visit our website?

Classroom Version - Teachers

When registering a free teacher account, we ask for your name, email address, school name, and contact information so we can help you bring CodeCombat to your school.

Classroom Version - Students

When registering a free student account by invitation from a teacher, we ask for your first name, last initial, and optional email address for your teacher to manage their students.

Home Version - Players

When registering a free home account, we ask for your email address, for authentication, and your birthdate (to ensure you are old enough to consent). When purchasing a subscription, we securely ask for (but do not store on our servers) your credit card information.

When do we collect information?

We collect information from you when you register on our site, place an order, fill out a form, or enter information on our site.

How do we use your information?

We may use the information we collect from you when you register, make a purchase, sign up for our newsletter, respond to an email, play the game, or use certain other site features in the following ways:

Classroom Version - Teachers

To personalize your experience.
To improve our website.
To respond to your customer service requests.
To send periodic emails about CodeCombat features and services (optional).
To contact you about your interest in CodeCombat for your school.
To assist with district-wide licensing.

Classroom Version - Students

To personalize your experience.
To improve our website.
To respond to your customer service requests.
To send periodic emails about CodeCombat features and services (optional).

Home Version - Players

To personalize your experience.
To improve our website.
To respond to your customer service requests.
To send periodic emails about CodeCombat features and services (optional).
To quickly process your transactions.

How do we protect visitor information?

Your personal information is contained behind secured networks and is only accessible by a limited number of persons who have special access rights to such systems, and are required to keep the information confidential. All financial transactions are processed through a secure gateway provider (Stripe), with no sensitive financial information stored or processed on our servers.

CodeCombat takes appropriate security measures to prevent unauthorized access, disclosure, modification, or unauthorized destruction of your personal information. These measures include but are not limited to SSL, strong encryption, de-identification, pseudonymization, limited access controls, regular testing, and minimal data collection and data retention.

Do we use 'cookies'?

Yes. Cookies are small files that a site transfers to your computer's hard drive through your Web browser (if you allow) that enable the site's systems to recognize your browser and capture and remember certain information. For instance, we use cookies to authenticate your browsing session. They are also used to help us understand your preferences based on previous or current site activity, which enables us to provide you with improved services. We also use cookies to help us compile aggregate data about site traffic and site interaction so that we can offer better site experiences and tools in the future.

We use cookies to:

- Understand and save your preferences for future visits.

- Compile aggregate data about site traffic and site interactions in order to offer better site experiences and tools in the future. We may also use trusted third party services that track this information on our behalf.

You can choose to have your computer warn you each time a cookie is being sent, or you can choose to turn off all cookies. You do this through your browser settings. Each browser is a little different, so look at your browser's Help menu to learn the correct way to modify your cookies.

If users disable cookies in their browser:

If you disable cookies, it will turn off some of the features that make your site experience more efficient and some of our services will not function properly.

Third Party Disclosure

We do not sell or trade to outside parties your personally identifiable information, and do not otherwise transfer it except as described in this privacy notice.

How does our site handle do not track signals?

We avoid tracking as many non-required analytics and cookies as possible, but cannot guarantee 100% coverage.

Does our site allow third party behavioral tracking?

Yes, for example, via Google Analytics.

California Online Privacy Protection Act

CalOPPA is the first state law in the nation to require commercial websites and online services to post a privacy policy. The law's reach stretches well beyond California to require a person or company in the United States (and conceivably the world) that operates websites collecting personally identifiable information from California consumers to post a conspicuous privacy policy on its website stating exactly the information being collected and those individuals with whom it is being shared, and to comply with this policy. See more here (<http://consumercal.org/california-online-privacy-protection-act-caloppa/#sthash.0FdRbT51.dpuf>).

According to CalOPPA: users can visit our site anonymously; we link to this Privacy Policy on the home page; and our Privacy Policy link includes the word 'Privacy', and can be easily be found on the home page.

Users will be notified of any privacy policy changes on this Privacy Policy Page. Users are able to change their personal information by logging into their account or by emailing us.

FERPA

Our collection, use, and disclosure of student data is governed by this privacy policy, any other agreement with an educational agency, the provisions of the Family Educational Rights and Privacy Act (FERPA), COPPA, and applicable state laws which relate to the collection of student data. See the rest of this privacy policy for other details on the limited ways in which we handle student data.

SOPIPA

CodeCombat is compliant with SOPIPA, meeting, among others, these requirements. We:

1. do not use any data collected via the service to target ads to students;
2. do not create advertising profiles on students;
3. do not sell student information;
4. do not disclose personal information, unless required by law or as part of the maintenance and development of the service;
5. do use sound information security, including encryption of data and other industry-standard practices;
6. will delete data that we have collected from students in a school when the school or district requests it;
7. share information only with educational researchers or with educational agencies performing a function for the school;
8. innovate safely without compromising student privacy by only using de-identified and aggregated data to develop and improve the service.

AB 1584

CodeCombat is compliant with AB 1584. For our classroom version, pupil records continue to be the property of and under the control of the local educational agency. Pupils may retain possession and control of their own pupil-generated content by editing or deleting their content from our servers themselves via the website or by emailing team@codecombat.com. Pupils may also request to transfer their pupil-generated content to a personal account. Third parties will not have access to any personally identifiable information in the pupil record for any purpose. Parents, legal guardians, and eligible pupils may review their information and request corrections to erroneous information through account settings on our website or by emailing team@codecombat.com. We take actions to ensure the security and confidentiality of pupil records, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of pupil records, by using current, commercially reasonable methods. In the event of an unauthorized disclosure of a pupil's records, CodeCombat shall report to an affected parent, legal guardian, or eligible pupil pursuant via email (if provided). CodeCombat shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this privacy policy. CodeCombat will not use pupil records to engage in targeted advertising. A pupil's records shall not be retained or available to CodeCombat past the terms of any contract with a local educational agency, except for a case where a pupil chooses to establish or maintain an account with CodeCombat for the purpose of storing pupil-generated content, either by retaining possession and control of their own pupil-generated content, or by transferring pupil-generated content to a personal account.

COPPA (Children Online Privacy Protection Act)

When it comes to the collection of personal information from children under 13, the Children's Online Privacy Protection Act (COPPA) puts parents in control. The Federal Trade Commission, the nation's consumer protection agency, enforces the COPPA Rule, which spells out what operators of websites and online services must do to protect children's privacy and safety online.

We adhere to the following COPPA tenets:

- We will not require a child to disclose more information than is reasonably necessary to participate in our service.
- Teachers and parents can agree to the collection and use of their students' information, but still not allow disclosure to third parties.
- Teachers and parents can review, delete, and manage their students' information through account settings on our website or by emailing team@codecombat.com.

- We notify teachers and parents directly before collecting PII from their children. This includes what specific information will be collected and how it might be disclosed, a link to our online privacy policy, and how teachers and parents can give their consent.
- Parents can give consent by creating accounts for their children and providing the minimum necessary personal information needed during that account creation.
- Student accounts for use in school settings can only be created with consent of a teacher.

In other countries with similar children's privacy laws applying to children under 13 - 16 years old per country, we follow similar consent and information security policies to protect the personal data of children.

Fair Information Practices

The Fair Information Practices Principles form the backbone of privacy law in the United States and the concepts they include have played a significant role in the development of data protection laws around the globe. Understanding the Fair Information Practice Principles and how they should be implemented is critical to comply with the various privacy laws that protect personal information.

In order to be in line with Fair Information Practices, should a data breach occur, we will notify the affected users via email within 7 business days (or within 72 hours for certain categories of breach).

We also agree to the individual redress principle, which requires that individuals have a right to pursue legally enforceable rights against data collectors and processors who fail to adhere to the law. This principle requires not only that individuals have enforceable rights against data users, but also that individuals have recourse to courts or a government agency to investigate and/or prosecute non-compliance by data processors.

CAN-SPAM Act

The CAN-SPAM Act is a law that sets the rules for commercial email, establishes requirements for commercial messages, gives recipients the right to have emails stopped from being sent to them, and spells out tough penalties for violations.

We collect your email address in order to:

- Authenticate your user account.
- Send information, respond to inquiries, and/or other requests or questions.
- Process orders and to send information and updates pertaining to orders
- We may also send you additional information related to your product and/or service (optional).

To be in accordance with CAN-SPAM we agree to the following:

- NOT use false, or misleading subjects or email addresses
- Identify the message as an advertisement in some reasonable way
- Include the physical address of our business or site headquarters
- Monitor third party email marketing services for compliance, if used
- Honor opt-out/unsubscribe requests quickly
- Allow users to unsubscribe by using the link at the bottom of each email

If at any time you would like to unsubscribe from receiving future emails, you can change your email settings in your account preferences (/account/settings), email us, or follow the instructions at the bottom of each email, and we will promptly remove you from all correspondence.

General Data Protection Regulation (GDPR) for EU users

GDPR is a Regulation by which the European Commission intends to strengthen and unify data protection for individuals within the European Union. For users within the EU, we comply with GDPR and the Privacy by Design principles that guide it, including minimal collection of personal data, deletion of personal data that are no longer necessary, securely restricted access to personal data, privacy as the default, and visibility and transparency.

Legal basis of processing

CodeCombat may process personal data relating to EU users if one of the following applies:

- EU users have given their consent for one or more specific purposes.
- provision of personal data is necessary for the performance of an agreement with the User and/or for any pre-contractual obligations thereof;
- processing is necessary for compliance with a legal obligation to which CodeCombat is subject;
- processing is related to a task that is carried out in the public interest or in the exercise of official authority vested in CodeCombat;
- processing is necessary for the purposes of the legitimate interests pursued by CodeCombat or by a third party.

In any case, CodeCombat will gladly help to clarify the specific legal basis that applies to the processing, and in particular whether the provision of personal data is a statutory or contractual requirement, or a requirement necessary to enter into a contract.

Place of processing

EU users' personal data are processed on US-based CodeCombat servers and at CodeCombat's San Francisco office. This necessitates a cross-border data transfer to the United States, a country whose privacy laws the EU does not consider as providing adequate data safeguards. As CodeCombat does not yet have the Privacy Shield certification necessary to ensure adequacy, EU users may either explicitly consent to such a transfer or refrain from granting CodeCombat consent while creating a CodeCombat account. At any time, this consent may be withdrawn by deleting your CodeCombat account or contacting us to request deletion. All of the data processors that might receive personal data do have adequate data protection safeguards in place, such as Privacy Shield certification or EU-approved standard contractual clauses.

Data retention time limits

Personal data shall be processed and stored for as long as required by the purpose they have been collected for. Therefore:

- Personal data collected for purposes related to the performance of a contract between CodeCombat and an EU user shall be retained until such contract has been fully performed and the user has determined that no further contract will be needed.

- Personal data collected for the purposes of CodeCombat's legitimate interests shall be retained as long as needed to fulfill such purposes. EU users may find specific information regarding the legitimate interests pursued by CodeCombat within the relevant sections of this document or by contacting CodeCombat.
- CodeCombat may be allowed to retain personal data for a longer period whenever an EU user has given consent to such processing, as long as such consent is not withdrawn. Furthermore, CodeCombat may be obliged to retain personal data for a longer period whenever required to do so for the performance of a legal obligation or upon order of an authority.

More specifically, CodeCombat will retain server log files for no more than 30 days, and will retain inactive, unpaid EU user accounts for no more than 2 years.

Once the retention period expires, personal data shall be deleted. Therefore, the right to access, the right to erasure, the right to rectification and the right to data portability cannot be enforced after expiration of the retention period.

Detailed information on the processing of personal data

CodeCombat is assisted by the following GDPR-compliant data processors and data controllers, some of which will be disabled by setting the Do Not Track option in your browser or, in the EU, opting out of cookies:

Data Processor	User types	Data	Purpose	Safeguards
MailChimp (https://mailchimp.com/)	Registered users	Name, email address, and email usage data	To send users, if subscribed, announcements about CodeCombat products and services	Privacy Policy (https://mailchimp.com/legal/privacy/) Privacy Shield (https://mailchimp.com/legal/privacy/)
SendGrid (https://sendgrid.com/)	Registered users	Name, email address, and email usage data	To send users important emails about their usage of CodeCombat	Privacy Policy (https://sendgrid.com/policies/privacy/) Privacy Shield (https://sendgrid.com/policies/privacy/privacy-shield-certific)
Front (https://frontapp.com/)	All users	Email address, emails, username, and other data necessary to provide support and respond to sales requests	To help users with sales and support questions via email	Privacy Policy (https://frontapp.com/privacy-policy) Privacy Shield (https://frontapp.com/privacy-policy)
Close.io (https://close.io/)	Teacher users	Name, username, email address, sales information necessary for providing quotes and paid licenses, and other data as specified in its privacy policy	To help teachers with sales and support questions, provide quotes, fulfill purchases, and organize potential and current customer data	Privacy Policy (https://www.iubenda.com/privacy-policy/87166246) Standard Clauses (https://close.io/gdpr/)
Cloudflare (https://cloudflare.com)	All users	Cookies, website usage data, and other data as specified in its privacy policy	To optimize, host, and distribute traffic from CodeCombat servers to users	Privacy Policy (https://www.cloudflare.com/security-policy/) Privacy Shield (https://www.cloudflare.com/privacysshield/)
Amazon Web Services (https://aws.amazon.com/)	All users	All data provided to CodeCombat is hosted in secure AWS databases that AWS employees cannot access	To host the CodeCombat servers	Privacy Policy (https://aws.amazon.com/privacy/) Privacy Shield (https://aws.amazon.com/compliance/eu-us-privacy-shield-i)

CodeHS^[L]_[SEP] Privacy Policy

About CodeHS

CodeHS, Inc. is a comprehensive online coding platform to help schools and districts teach computer science. The platform includes web-based curriculum, teacher tools and resources, and professional development.

Please read this Privacy Policy carefully before accessing or using the Website. In this Policy, we refer to these products as the "Website" or the "Services".

What is this policy all about?

This privacy policy (the "Policy") explains what data we collect, why we collect it, and what we do with it. It applies to you if you're a student, a teacher, or anyone else who uses our Website.

This Policy applies to information that we collect when you use our Services online. It does not apply to information we may collect offline or if you provide any information to a third party (including through any application or content that may link to or be accessible from the Website). We use the term "Personal Information" to refer to any information that would identify you as an individual (e.g. your name and/or email address).

By using the Service, you accept and agree to this Privacy Policy. Your use of the Service is also governed by the Terms of Use. You should read both of these documents together.

What information do we collect and why?

We aim to collect only the information necessary to provide you with a great learning or teaching experience. We receive and store any information you knowingly enter on the Services. We also receive and store some information automatically. The following section provides further explanation of what we collect and why.

Account information

When you create an account (as either a student or a teacher), you need to enter your name, a username, and your email address. For students in schools, you will enter a class code provided by your teacher to link your account to your classroom and your school. For teachers, you will be asked to provide information about your school so we can verify that you are a real teacher.

Technical data

As you use our Website, we may use automatic data collection technologies to collect information about your equipment, browsing actions, and patterns. For example, we may collect: details of your visits to our Website, including traffic data, location data, logs, and other communication data; and information about your computer and internet connection, including your IP address, operating system, and browser type.

The information we collect automatically is statistical data and does not include Personal Information. It helps us to improve our Website and to deliver a better and more personalized service, including by enabling us to:

- estimate our audience size and usage patterns;
- monitor site performance and uptime;
- resolving technical issue for Website users;
- store information about your preferences, allowing us to customize our Website for you; and
- recognize you when you return to our Website.

The technologies we use for this automatic data collection may include tools such as cookies and web beacons.

Cookies are small files that websites place on your computer as you browse the web. Web beacons (also referred to as clear gifs, pixel tags, and single-pixel gifs) are small electronic files that permit us, for example, to count users who have visited certain pages or opened an email and for other related website statistics (for example, recording the popularity of certain website content and verifying system and server integrity). You may choose to disable cookies in your browser settings. However, if you choose to do this, many of our Website's features may not function properly.

Coursework and grading

If you are a student, we collect information about your projects, including the responses you provide, how many attempts you made, and the time taken. This helps us to give you a great experience with our Service, including allowing you to save your work, helping us to improve our courses, and allowing teachers to assess and monitor students' progress.

Student code, programs, projects, and uploaded files

If you are logged in to your CodeHS account, we save the code and programs you have written. We do this so that teachers and students can revisit their work at a later time, and can continue working on their programs where they left off. As a student or a teacher, you can also upload content through the Website. If a student or teacher uploads content as part of writing a program, that content will be stored on the Website.

Student and teacher websites

As you work on CodeHS, students and teachers have the option to create personal websites. You can upload and create content on these sites, which will then become publicly available.

Messages

Students may send messages to their teacher through the Website, and a teacher may send messages to their students. In the case where an individual learner or school has specifically signed up for tutoring services, messages may be sent between students, teachers, and tutors. Only the participants in each of these conversations may see the contents of the messages.

Surveys and demographics

Occasionally we will send out optional online surveys to students asking for data such as age, gender, race and academic background. This data is only ever used in the aggregate and for the purposes of improving the Website and ensuring that we are reaching a diverse and representative group of learners.

Who can access your information?

We do not sell or rent your Personal Information to any third party for any purpose, including advertising or marketing. We do not allow any advertising on our services.

We restrict access to your information to CodeHS employees, contractors and agents who need to know that information in order to process it for us and who are subject to strict contractual security standards and confidentiality obligations. They may be disciplined or their contract terminated if they fail to meet these obligations.

Account information, coursework and grading, as well as student programs, projects, and uploaded files can be accessed by the student who created them and his or her teacher. Messages are accessible to participants in that conversation. All users of the Website must abide by the Terms of Use, which include obligations about interacting with other users.

We may disclose information that we collect or you provide as described in this privacy policy to a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, in which Personal Information that we hold is among the assets transferred. This Privacy Policy will continue to apply to your information, and any acquirer would only be able to handle your Personal Information as per this Policy (unless you give consent to a new policy). We will provide you with prompt notice of an acquisition, by posting on our homepage, or by email to your email address that you provided to us. If you do not consent to the use of your Personal Information by such a successor company, you may request that the company delete it.

We may also disclose your Personal Information:

- to comply with any court order, law, or legal process, including to respond to any government or regulatory request;
- to ensure site security, or to enforce or apply our Terms of Use and other agreements, including for billing and collection purposes;
- if we believe disclosure is necessary or appropriate to protect the rights, property, or safety of CodeHS, Inc., our customers, or others; and
- to a state or local educational agency, including schools and school districts, for K-12¹¹¹¹ school purposes, as permitted by state or federal law.

We may disclose aggregated information about our users, and information that does not identify any individual, without restriction.

How do we store and delete your information?

Website users may update, correct, or remove Personal Information in their CodeHS accounts at any time via the Account Settings page.

Students and teachers may deactivate their account at any time from the Account Settings page.

A teacher or a student may request deletion of your own Personal Information by sending us an email at hello@codehs.com. In appropriate circumstances, teachers and parents may also request deletion of a student's Personal Information. IN SUCH CASE, WE WILL NO LONGER ALLOW THE APPLICABLE USER TO USE THE SERVICES. We will delete your or your student's information using reasonable measures to protect against unauthorized access to, or use of, the information in connection with its deletion. When we delete a user's Personal Information, it will be deleted from our active databases but we may retain an archived copy of such user's records as required by law or for legitimate business purposes.

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

How do we protect and secure your information?

We have implemented reasonable measures designed to secure your information from accidental loss and from unauthorized access, use, alteration, and disclosure. Any payment information is transmitted using HTTPS encryption and is processed through Stripe, a third party payment provider. CodeHS does not directly collect or store payment instruments.

The safety and security of your information also depends on you. You are responsible for choosing a strong password and keeping it confidential.

If there is a data breach affecting your information, we will comply with any relevant legal or regulatory notification requirements.

Children under the age of 13

Because some of our users may be interested in it, we have included some information below related to the Children's Online Privacy and Protection Act ("COPPA"). COPPA requires that online service providers obtain parental consent before they knowingly collect personally identifiable information online from children who are under 13. Therefore, we only collect Personal Information through the Services from a child under 13 where that student's school, district, and/or teacher has agreed (via the terms described in the Terms of Use) to obtain parental consent for that child to use the Services and disclose Personal Information to us. A parent or guardian may sign up his or her child for the Services and provide Personal Information about that child to us. However, no child under 13 may send us any Personal Information unless he or she has signed up through his or her school, district or teacher and such school, district or teacher has obtained parental consent for that child to use the Services and disclose Personal Information to us. If you are a student under 13, please do not send any Personal Information to us if your school, district, and/or teacher has not obtained this prior consent from your parent or guardian, and please do not send any Personal Information other than what we request from you in connection with the Services. If we learn we have collected Personal Information from a student under 13 without parental consent from his or her parent or guardian or obtained by his or her school, district, and/or teacher, or if we learn a student under 13 has provided us personal information beyond what we request from him or her, we will delete that information as quickly as possible. If you believe that a student under 13 may have provided us personal information in violation of this paragraph, please contact us at hello@codehs.com.

If you are signing up for this service and creating accounts on behalf of student(s), you represent and warrant that you are either (a) a teacher or school administrator or otherwise authorized by a school or district to sign up on behalf of students or (b) the parent of such student(s). If you are a school, district, or teacher, you represent and warrant that you are solely responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the Services. When obtaining consent, you must provide parents and guardians with these Terms and our Privacy Policy. You must keep all consents on file and provide

them to us if we request them. If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of COPPA compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.






Changes to the Privacy Policy



Our Privacy Policy may change from time to time. We will post any changes we make on this page with a notice on the Website's homepage that the privacy policy has been updated. If we make material changes to this Privacy Policy, we will email you at the email address associated with your account. You can access older versions of this Privacy Policy at codehs.com/privacy2013.

Questions?

To ask questions or comment on this Privacy Policy and our privacy practices, contact us at hello@codehs.com.

**CodeHS**

 (<https://twitter.com/codehs>)  (<https://www.facebook.com/codehs>)  (<https://www.instagram.com/codehs/>)  (<https://www.linkedin.com/company/codehs>)  ([/youtube](https://www.youtube.com/codehs))

 [CodeHS Certified Educators \(/info/certified_educators\)](/info/certified_educators)  [CodeHS Educator Facebook Group \(https://www.facebook.com/groups/codehseducators\)](https://www.facebook.com/groups/codehseducators)

 [CodeHS Store \(https://store.codehs.com/\)](https://store.codehs.com/)

KODABLE PRIVACY POLICY

Last Updated: 02/16/2018

This Privacy Policy explains how information about you is collected, used and disclosed by SurfScore, Inc. d/b/a Kodable, and its subsidiaries and affiliated companies ("Kodable"). This Privacy Policy applies to information we collect when you use our website, mobile application, and other online products and services that link to this Privacy Policy (collectively, the "Service").

We may change this Privacy Policy from time to time. If we make changes, we will notify you by revising the date at the top of the policy and, in some cases, we may provide you with additional notice (such as adding a statement to our homepage or sending you an email notification). We encourage you to review the Privacy Policy whenever you access the Service to stay informed about our information practices and the ways you can help protect your privacy.

Children's Information

Kodable does not knowingly collect any personally identifiable information from children under 13. While our games and lessons are used by children, they do not collect any personally identifiable information, and our website (www.kodable.com), and teacher dashboard (dashboard.kodable.com) are intended for use solely by adults (parents and teachers).

Collection of Information

Information You Provide to Us

Students who participate in games or lessons through the Service do not directly provide us with any information. For parents and teachers, we collect information you provide directly to us. For example, we collect information when you create or edit a teacher or parent account, sign up students, invite teachers, make an appointment, fill out a form, make a purchase, apply for a job, request information or customer support, subscribe to a newsletter, respond to a survey, enter a contest, or otherwise communicate with us. The types of information we may collect in connection with parent and teacher accounts include your name, email address, postal address, phone number, student information, teacher, class, or administrator information, school information, payment information, and other information you choose to provide.

Information We Collect Automatically When You Use the Service

When you access or use our Service, we automatically collect information about you, including:

- **Log Information:** We log information about your use of the Service, including the type of browser you use, access times, pages viewed, your IP address and the page you visited before navigating to our Service.
- **Device Information:** We collect information about the computer or mobile device you use to access our Service, including the hardware model, operating system and version, unique device identifiers and

mobile network information.

- **Progress Information:** We automatically collect information about student progress on games and lessons.
- **Information Collected by Cookies and Other Tracking Technologies:** We use various technologies to collect information, and this may include sending cookies to your computer or mobile device. Cookies are small data files stored on your hard drive or in device memory that helps us to improve our Service and your experience, see which areas and features of our Service are popular and count visits. We may also collect information using web beacons (also known as "tracking pixels"). Web beacons are electronic images that may be used in our Service or emails and help deliver cookies, count visits, understand usage and campaign effectiveness and determine whether an email has been opened and acted upon. For more information about cookies, and how to disable them, please see "Your Choices" below.

Information We Collect From Other Sources

We may also obtain information from other sources and combine that with information we collect through our Sites.

Use of Information

We may use information about you for various purposes, including to:

- Provide, maintain, and improve our Service and provide customer support;
- Provide and deliver the products and services you request, process transactions, and send you related information, including confirmations and invoices;
- Send you technical notices, updates, security alerts, and support and administrative messages;
- Respond to your comments, questions, and requests and provide customer service;
- Communicate with you about products, services, offers, promotions, rewards, and events offered by Kodable and others, and provide news and information we think will be of interest to you;
- Monitor and analyze trends, usage, and activities in connection with our Service;
- Detect, investigate, and prevent fraudulent transactions and other illegal activities, and protect the rights and property of Kodable and others;
- Personalize and improve the Service and provide content or features

that match user profiles or interests;

- Link or combine with information we get from others to help understand your needs and provide you with better service; and
- Carry out any other purpose for which the information was collected.

Kodable is based in the United States and the information we collect is governed by U.S. law. By accessing or using the Service or otherwise providing information to us, you consent to the processing and transfer of information in and to the U.S. and other countries.

Sharing of Information

We may share information about you as follows or as otherwise described in this Privacy Policy:

- With vendors, consultants and other service providers who assist us in providing the Service and who are given access to such information for the purpose of carrying out such work on our behalf;
- With teachers, administrators, or other school staff at your school (for teacher/school related accounts), including to alert users if there are other users at their school, to transfer user accounts to a new teacher or school contact at your school, to share student progress information and other dashboard information, or if you link your account;
- In response to a request for information if we believe disclosure is in accordance with any applicable law, regulation or legal process, or as otherwise required by any applicable law, rule or regulation;
- If we believe your actions are inconsistent with the spirit or language of our user agreements or policies, or to protect the rights, property and safety of Kodable or others;
- In connection with, or during negotiations of, any merger, sale of company assets, financing or acquisition of all or a portion of our business to another company; and
- With your consent or at your direction, including if we notify you through our Sites that the information you provide will be shared in a particular manner and you provide such information.

We may also share aggregated or anonymized information that does not directly identify you.

Analytics Services Provided by Others

We may allow third parties to provide analytics services. These entities may use cookies, web beacons and other technologies to collect information about your use of the Service and other websites, including your IP address, web browser, pages viewed, time spent on pages, links clicked and conversion information. This information may be used by Kodable and others to, among other things, analyze and track data, determine the popularity of certain content, deliver advertising and



Privacy Policy

In delivering on Prodigy's mission to foster a love of learning in children worldwide, we are committed to protecting the privacy of our users and providing a safe, online environment for students, educators, and parents to collaborate and advance learning.

This Privacy Policy outlines what information we collect and why we collect it, how this information is used and shared, and what your options are regarding your personal information (accessing, updating and deleting your information). Making a really important change.

In our commitment to protect the privacy of children, Prodigy participates in the iKeepSafe Safe Harbor program. Prodigy has been granted the iKeepSafe Privacy California Student Badge, signifying that our products have been reviewed and approved for having policies and practices surrounding the collection, use, maintenance and disclosure of personal information from children consistent with each of the following program guidelines.

- The Children's Online Privacy Protection Act ([COPPA](#))
- The Family Education Rights and Protection Act ([FERPA](#))
- The California Student Privacy Act ([link](#))
- Collection of Student Information from Social Media (California Education Code 49073.6 Pupil Records: Social Media)
- California AB 1584 - Privacy of Pupil Records: 3rd-Party Digital Storage & Education Software (California Education Code section 49073.1)
- The Protection of Pupil Rights Amendment (PPRA)
- The Student Online Personal Information Protection Act (SOPIPA)
- The Health Insurance Portability and Accountability Act ([HIPAA](#)) of 1996

This Privacy Policy applies to all products and services provided by Prodigy Education Inc. (hereinafter called "Prodigy", "we", "us", or "our").

Last Modified Date: November 22, 2016

Table of Contents

[What is Prodigy and who uses it?](#)

[Skip to Content](#)

[Does Prodigy collect and why?](#)

[How does Prodigy protect and secure my information?](#)

[What student information is visible to others within Prodigy's virtual world?](#)

[Does Prodigy share data with third parties?](#)

[Parental Choices](#)

[Automatically Collected Information](#)

[How can I view, modify, or delete my information?](#)

[How will Prodigy notify me of changes to this Privacy Policy?](#)

[How can I contact Prodigy with privacy questions?](#)

[How Prodigy maintains FERPA compliance](#)

[How Prodigy maintains COPPA compliance](#)

Overview

Personally Identifiable Information (PII) is any information you provide to us that personally identifies you, like your name or email address, or other information which could be reasonably linked to such identifying information by us. We will only collect, use, and share your personal information in accordance with this Privacy Policy.

1. What is Prodigy and who uses it?

Prodigy is an online math game and education platform that is used by millions of students, parents, and teachers across the world.

Students log in to Prodigy's online game to play and learn math. Within Prodigy, students get to design their own wizard avatar and explore a massive online world. They encounter monsters and engage in 'math battles', where they must answer curriculum-aligned math questions in order to defeat their opponent. As students play, Prodigy is constantly adapting the educational content that they encounter, so that each student advances through the curriculum and succeeds at their own pace.

Educators such as teachers and school/district administrators use Prodigy to engage and assess their students. While Prodigy is not intended to be used as a sole assessment tool, there are built-in features that simplify the assessment process through analyzing performance data that is aligned with the curriculum. As students play, teachers are able to access real-time reports on how many questions their students are answering, which expectations/standards they've covered, and where they are having difficulty. Teachers can also create custom 'assignments' or 'plans' to better align Prodigy to their lesson plan and assess students on specific topics or skills.

Parents use Prodigy to engage, assess, and allow their children an opportunity for practice. As children play, parents are able to access real-time reports on how many questions their child is answering, which

[Skip to Content](#)

expectations/standards they've covered, and where they are having difficulty. Parents can also create custom 'assignments' or 'plans' to cater the math content that their child is working on in the game.

2. What information does Prodigy collect and why?

Prodigy collects information in a number of different ways in order to provide a completely personalized education experience for each child, and to provide real-time reporting and assessment features to teachers and parents.

Prodigy has been certified by iKeepSafe, an FTC-approved COPPA Safe Harbor, for compliance with their COPPA Safe Harbor program. We do not ask for or require children to provide personal information beyond that which is reasonably necessary to use Prodigy. Information collected from students is never used or disclosed for third-party advertising or any kind of behaviorally-targeted advertising, and it is never sold or rented to anyone, including marketers or advertisers.

If a student is registering to play Prodigy

Prodigy collects the minimum amount of information from students to allow for a personalized educational experience and to facilitate progress monitoring for parents and teachers.

There are two ways a student can be signed up for Prodigy: through their parent/teacher's account, or independently through the game.

When students are signed up for the game through a parent or teacher's account the parent/teacher is asked to enter the student's name (first name and last name or last initial), and Prodigy asks the student for:

- A fictional avatar name that students can select from a pre-specified list of options (e.g. Billy Summerwalker)
- Fictional avatar appearance

When students sign up directly through the game with a teacher's class code (an alphanumeric code that is unique to a teacher's account) or parent's email address, Prodigy asks for:

- First name
- Last name initial
- Password
- Location including State/Province and/or Country (e.g. Ontario, Other Canadian Florida, Other US State, or Other Country)

[Skip to Content](#)

- Parent's email address

- A fictional avatar name that students can select from a pre-specified list of options (e.g. Billy Summerwalker)
- Fictional avatar appearance

Prodigy automatically generates a unique username based on the student's first name, last initial, and a number (e.g. AlexP57). Since students are asked to only enter their initial for their last name (without a linked parent/teacher account), Prodigy does not have PII for these students.

The student's name is used to identify that student to their parent or teacher so that they are able to effectively differentiate instruction. The student's grade and location are used to place them in the most appropriate curriculum (e.g. Common Core Math Standards) and grade level. The student's username and password are used to allow them to securely log in to Prodigy's game via Prodigy's website. The student's fictional avatar name is used to display their avatar online to other players, while keeping their real name and identity hidden. The student's parent's email address is used to inform parents that their child has registered for an account on Prodigy.

As students play, Prodigy collects information on the game features they interact with, math skills they encounter, and questions they answer (hereinafter referred to as "Performance Data"). Prodigy uses a student's Performance Data to customize their educational experience, including finding an optimal path through Prodigy's math curriculum.

Performance Data from one or more students may also be aggregated and used by Prodigy to improve Prodigy's educational algorithms.

Select components of a student's Performance Data are reported back to a student's parent and/or teacher, in order to allow the parent/teacher to monitor the student's progress and customize the student's educational experience.

In addition to the information entered by the student, Prodigy automatically collects some information from any use of our Service as set forth in the "Automatically Collected Information" section.

If a student is signed up through a teacher account, the school remains in control of the student's Personally Identifiable Information.

If a parent is registering to play Prodigy

When parents sign up for a free account on Prodigy, Prodigy asks for:

- Full name

[Skip to Content](#)

- Curriculum (e.g., Ontario Math Curriculum)

A parent's name, email address, and password are used for identification purposes and to allow the parent to securely log in to Prodigy's parent dashboard. Email addresses are also used to communicate important information about the parent's account via email. A parent's choice of curriculum allows Prodigy to report progress against the most appropriate list of standards or expectations.

Parents who sign up for a paid membership to Prodigy are asked for their child's username, child's password, credit card number, postal/zip code, card expiration date, and Card Verification Code (CVC), in addition to all of the information required for a free parent account (listed in the paragraph above). This information is used by Prodigy to apply the appropriate charges to the parent's credit card, and to ensure that the membership is applied to the correct student account. Prodigy does NOT directly store any credit card information - all credit card information and transactions are stored by our payment provider, [Stripe](#). Please [click here](#) for more information about how Stripe secures customer information.

In addition, Prodigy automatically collects some information from any use of our Service as set forth in the "Automatically Collected Information" section.

If a teacher is registering to play Prodigy

When teachers sign up for a free account on Prodigy, Prodigy asks for:

- Full name
- Email address
- Password
- Grade
- Curriculum (e.g. Common Core Math Standards)
- District/board
- School

A teacher's name, email address, and password are used for identification purposes and to allow the teacher to securely log in to Prodigy's teacher dashboard. Email addresses are also used to communicate important information about the teacher's account via email. A teacher's choice of curriculum allows Prodigy to report progress against the most appropriate list of standards or expectations.

In addition, Prodigy automatically collects some information from any use of our Service as set forth in the "Automatically Collected Information" section.

School/District Administrators

[Skip to Content](#)

of the information required for a free teacher account from school/district administrators, in addition to a list of the specific schools within the

district that the administrator works with. For security purposes, Prodigy also reserves the right to verify a school administrator's identity via email, telephone, or another method that we deem appropriate.

3. How does Prodigy protect and secure my information?

Protecting your information is extremely important to us. In addition to annual staff training to ensure the security and confidentiality of student records, we take several precautions to ensure that user information is secure:

Password protection - Secure passwords are the first line of defense for your student, parent, teacher, or school/district administrator account. In order to prevent unauthorized access to your account, we recommend choosing a password that is memorable but hard to guess, and keeping your password confidential at all times. Additional information on password safety is available on the [Government of Canada's website](#), the [US Department of Homeland Security's website](#), and at [ConnectSafely.org](#).

SSL encryption - Prodigy protects any information transferred through our website by encrypting it with the Secure Socket Layer (SSL) protocol by default. This makes it more difficult for malicious third parties to intercept your information.

Salted hashing - Passwords and other sensitive information are never stored in plain text, and are instead protected via salted hashes.

Independent service-level APIs - Students' PII is only available through a select few APIs. This minimizes the impact of a potential breach of any individual API.

Database protection - Prodigy's databases are inaccessible to all IP addresses except for a pre-specified list of whitelisted IP addresses. All databases are also password protected.

Periodic data review - Our team periodically reviews our data collection, storage, and processing policies and practices against leading industry standards to ensure that we are compliant.

While we do our best to keep your data secure, Prodigy cannot guarantee the security of your data. Several factors including, but not limited to, hardware/software failure, outages, human error, attacks, or unauthorized use may compromise the security of our users' information. In the case of a data security breach, we will do our best to alert any affected users electronically via our website, the email account you have [Skip to Content](#) other medium that we deem appropriate, depending on the magnitude and severity of the breach.

Prodigy maintains computerized data that includes personal information that Prodigy does not own. Should a breach occur, Prodigy will notify the account owner of the breach of the security of the data immediately following discovery, if the personal information was, or is reasonably believed to have been, acquired by an unauthorized person.

The security breach notification will be written in plain language and will be titled "Notice of Data Breach." The breach notification will include the following information:

- What happened
- What information was involved
- What we are doing about the breach
- What you can do
- Contact information

4. What student information is visible to others within Prodigy's virtual world?

Since Prodigy is an online multiplayer game, students are able to interact with other players within our virtual world. However, we do take several precautions to ensure that any Personally Identifiable Information (PII) is only visible to an authorized parent and/or teacher within their password-protected Prodigy account, and is not available to the public or other players within Prodigy's virtual world.

Information that is visible to other players within Prodigy's virtual world includes:

Avatar names - Students get to choose a name for their wizard avatar from a pre-specified list (e.g. Alex Fairydancer). This avatar name is displayed to others in the Prodigy world, in order to protect the student's real name.

Avatar profiles - A student's avatar's appearance, clothing, items, and key game statistics (e.g. level, hearts, stars, gold, etc.) are available for other players to view in the game. This does not include any of the student's personal information.

Student usernames - To discourage students from using their full name or other personal information, student usernames are generated based on a combination of their first name, last initial, and a number (e.g. AlexP123). Student usernames are only visible to the respective student and their parent/teacher.

Safe chat messages - Students have the ability to send safe chat messages to others within Prodigy's virtual world. These messages can only be selected from a pre-specified list of phrases (e.g. "I like your outfit"), and hence, students are not able to

[Skip to Content](#)

information such as their telephone number or address. This also prevents students from sending offensive or inappropriate messages.

5. Does Prodigy share data with third parties?

As a website trusted by millions of educators, parents, and students worldwide, Prodigy is committed to never selling or leasing your or your students' personal information with third parties.

Prior to engaging into a relationship with a third-party service provider, Prodigy will first review their privacy policies and ensure that these are compliant with those regulations that Prodigy is adhering to and that they are aware that Prodigy is directed to children. Third-party service providers will have their privacy policies reviewed by Prodigy on an annual basis to ensure that any changes made do not affect compliance with all applicable legislations. Please visit our support website for a [complete list of our service providers](#).

We value your privacy, and hence restrict sharing your data with third parties, with the exception of the following circumstances:

Other users that have invited you to Prodigy - As a teacher or parent, if you are invited to create an account on Prodigy by another teacher or parent on Prodigy, we will let them know if you have created an account, and the number of Active Students linked to your account. Active Students are students that have answered at least 20 questions within Prodigy.

School/District Administrators - Verified school/district administrators (e.g. your student's Principal or Superintendent) who have created accounts on Prodigy may be able to see your and your students' names, activity, and Performance Data on Prodigy.

Third-party integrations on Prodigy - When you use third-party apps, websites, or services to log into (e.g. using your Google Classroom to log in to your teacher account) or share information from Prodigy (e.g. sending out a tweet on the number of questions answered in your class), they may receive information on your activity on Prodigy and/or what you share. Information collected by third-party integrations is subject to the third party's own terms and privacy policy.

Service providers - Prodigy uses various vendors, partners, and service providers to help us deliver our services to our users. For example, we use a mail service called [Sparkpost](#) to deliver emails to our users on our behalf, as it would take a lot of resources for us to develop our own email delivery platform. As a result, some of your information, including Personally Identifiable Information, may be shared with our service providers in order for them to perform their tasks. Wherever possible, we ensure that we only share the minimal amount of information for the respective service provider to perform their service. We carefully vet all of our service providers

[Skip to Content](#)

we protect and secure your information in a way that is consistent

XtraMath Privacy Policy

Introduction

XtraMath is committed to protecting data privacy. We strictly adhere to this Privacy Policy, which explains what user data we collect and how we use it. This policy and our [Terms of Service](#) are known collectively as our “Terms.” We may change these Terms from time to time, but will provide notice as specified in the Terms of Service document.

This policy is effective May 25, 2018, and replaces our [prior privacy policy](#).

Summary



- We collect the minimum amount of data required to operate our program.
- We use parents' and teachers' Personal Data to operate our program and, with their permission, to contact them about the program.
- We use students' Personal Data only to operate our program.
- We use de-identified student data to improve our program.
- We protect student data and have signed the [Student Privacy Pledge](#).
- We do not advertise to students, sell their data, or profile them in any way.
- We comply with applicable data privacy laws, such as FERPA, COPPA, and GDPR.
- We never sell user data to third parties.

What Data We Collect

XtraMath collects the minimum amount of data required to operate our program. Below we summarize the data we collect on students, teachers, and parents. For an up-to-date list that shows what user data we collect, and how we use that data, see Appendix B, [Record of Data Processing](#).

Definitions

- **Data** includes all information connected with a person's or educational entity's use of XtraMath. This includes, but is not limited to, Personal Data, metadata, usage and performance data.
- **Personal Data** includes any data that can directly or indirectly identify an individual person. For example: an email address is always considered Personal Data; a student's grade level generally is not, but could be in conjunction with other information.

- **School** includes: individual schools; teachers acting on behalf of schools; school districts; and other local educational entities.

Student Data

We collect a student's first name, grade level, and program settings from the student's parent or teacher. As the student uses XtraMath, we collect usage and performance data, such as when they signed in, how many questions they answered correctly, and how long it took them to answer questions. If a student signs in via a single sign-on provider, such as Google, we collect an identifier from the provider that allows us to authenticate their sign-in. We do **not** collect the student email address that may be used for such a sign-in.

Other personal information about the student could be inferred from data that we collect. If a student account belongs to a class, for example, then we could infer that they attend a certain school.

Parent Data

We collect a parent's name and email address when they sign up for an account. If they sign up using a single sign-on provider, we also collect an identifier that allows us to authenticate their sign-in. We also collect some metadata and account settings, such as their time zone, the language they used to sign up, and their email preferences.

A parent supplies a password when they create an account. The password is hashed (scrambled) on the user's computer before it is ever sent to XtraMath. We do not have access to a user's original password, and cannot obtain it from the hashed version that we receive.

Other personal information about the parent could be inferred from data that we collect. For example, we could infer that a parent whose account is linked to a student account is the parent or guardian of that student.

Teacher Data

We collect the same data for teacher accounts as parent accounts, with a few additions. For example, we collect the name by which students address the teacher, such as "Ms. Smith." We also collect information about each class that the teacher creates, such as its name and its end date.

Other personal information about the teacher could be inferred from data we collect. For example, we could infer that the teacher works at a specific school based on their email address.

How We Use and Share Data

XtraMath processes user data in order to establish and maintain accounts, to provide educational activities to students, to compile and deliver reports about those activities to teachers and parents, and to understand and improve our program's effectiveness. For an up-to-date list that shows the specific types of user data we collect, and how we use that data, see Appendix B, [Record of Data Processing](#).

Student Data

A student's Personal Data is used internally to provide the student with appropriate educational activities, and to report their performance to their parents and teachers. We may access student Personal Data when providing customer support or investigating a reported issue with our program.

Parent and Teacher Data

A parent's or teacher's Personal Data is used internally for sign-in purposes and, with permission, to send them reports, announcements, and alerts related to XtraMath. We may access a parent's or teacher's Personal Data when providing them with requested support.

Sharing Personal Data with Third Parties

We release Personal Data to third parties only in the following circumstances:

- *When the user requests the disclosure*, such as a teacher sharing their class with another teacher.
- *When the third party is a trusted service provider*, and the data is required to adequately perform the service. We carefully vet our service providers and their security practices. For details, see Appendix A, [List of Third Party Providers](#).
- *When required by law or a court order*.
- *In the event of a joint venture, sale or merger with a third party*. The third party would be required to uphold our Terms, including our Privacy Policy for all existing accounts. We would provide advance notice before sharing data with that third party.

XtraMath never releases Personal Data for any kind of third-party advertising.

Use of De-identified Data

We may use de-identified usage data internally to analyze and improve our educational services, and to develop new products or features. We will never attempt to re-identify data that has been de-identified.

We may release de-identified data to educational researchers for the purpose of evaluating the effectiveness of our program. We will not release de-identified data unless we are confident it cannot be re-identified, due to the removal of all direct and indirect personal identifiers, and the educational researchers have agreed in writing that they will not attempt to re-identify any individuals, classes, or Schools.

We may use aggregate de-identified data, such as the number of users of our service, for promotional purposes.

How We Securely Store Data

XtraMath takes security seriously. We implement a variety of industry-standard security measures to prevent any unauthorized access to our users' data. Such measures include, but are not limited to: data minimization; encrypting data in transit via HTTPS; hashing sensitive data, like passwords; deletion of outdated data; locked physical facilities; employee training; and administrator account security.

Data Storage and International Transfer

XtraMath stores and processes all data on servers in the United States. All servers that store XtraMath data are operated by trusted third party processors with whom we have contractual Data Processing Addendums. Our providers are certified under the [EU-US Privacy Shield](#) and [Swiss-US Privacy Shield](#), to better protect the data of our international users. For details, see Appendix A, [List of Third Party Providers](#).

Data Breach Response

While we use industry-standard practices to safeguard data, no service can guarantee absolute data security. We have a Breach Response Plan, which we will follow if we ever discover that Personal Data has been accessed improperly. As part of our response, we will: take action to stop further data loss or unauthorized access; investigate how the breach occurred; promptly contact all affected users via email; and contact law enforcement and government agencies when appropriate.

Data Retention and Deletion

XtraMath retains Personal Data only for as long as necessary to ensure continuity of math skill-building for students, and for the convenience of parents and teachers. We close user accounts, and delete all associated identifiable data, upon request. Most types of data are also deleted automatically after a certain amount of time has passed. For details, see Appendix B, [Record of Data Processing](#).

We may retain de-identified, aggregate data, which cannot identify any individual user, for research and program improvement purposes. Such data is deleted once no longer necessary for these purposes.

We will provide certification of data deletion upon request.

Compliance with Data Privacy Laws

XtraMath intends to comply with the data privacy and data protection laws of all jurisdictions where it operates. See the XtraMath and Student Data Privacy whitepaper for the latest information on compliance. Some specific examples of legislation that we comply with are described below.

United States

Children's Online Privacy Protection Act (COPPA): As a non-profit organization, XtraMath is not subject to COPPA. Nevertheless, we fully comply with the law as if we were subject to it. Children under the age of 13 may not create accounts. We only collect usage and performance data from students as a result of their performing educational activities, and we only use that data for educational purposes. If we gain actual knowledge that a child is using XtraMath without the appropriate consent, we terminate the account.

Family Education Rights Protection Act (FERPA): Schools in the United States may provide student data to XtraMath while complying with FERPA. When a School provides us with a student's Personal Data (or PII — Personally Identifiable Information) under the FERPA school official exemption, they remain in control of that data. XtraMath will only use and disclose that data as specified in our Terms and as allowed by law.

International

General Data Protection Regulation (GDPR): XtraMath affirms and respects all data subject's rights under GDPR. We minimize the data we collect and process, and use data only as described in this policy. For detailed information about what data we process, for what purpose, for how long, and our basis for doing so under the GDPR, see Appendix B, Record of Data Processing. To object to processing, or to request data deletion or access, contact our Data Protection Officer at privacy@xtramath.org.

Cookies and Local Storage

XtraMath intends to discontinue the use of cookies by August 1, 2018.

XtraMath uses two types of cookies. These cookies can be cleared via browser settings — aboutcookies.org provides cookie management instructions for many specific browsers.

- **Google Analytics** cookies allow us to see data such as the number of site visitors we get, and which pages they visit the most.
- **Vimeo** cookies are stored when users play the videos on our homepage, and primarily keep track of the video player settings.

The XtraMath website uses “LocalStorage” files to remember a user’s sign-in information (if they choose to do so). We also use “SessionStorage” to improve performance during student activities by temporarily storing activity data on the device. Use of LocalStorage and SessionStorage is not required to use XtraMath. Users can remove remembered sign-in information at any time via the appropriate sign-in page. Users can also clear all LocalStorage by using the “Clear now” button on our [support page](#), or via browser settings.

The XtraMath mobile apps use application data for the same purposes as browser LocalStorage and SessionStorage. Users can still remove remembered sign-in information via the app’s sign-in pages. Uninstalling the app will remove all locally stored data. Some devices also allow users to clear locally stored app data without uninstalling the app.

Contact Us

For data privacy questions or concerns, to object to processing, or to request access to or deletion of your or your child’s Personal Data, email us at privacy@xtramath.org. You may also write to us at: XtraMath, 4700 42nd Ave SW #580, Seattle, WA 98116

Privacy Policy

Last Updated: August 1, 2020

Welcome! Thank you for visiting the ReadWorks, Inc. website (“ReadWorks”, “we”, “our”, or “us”). This Privacy Policy applies to our entire Site, including this website (readworks.org) and all of our subdomains (the “Site”).

When you visit our Site, you agree to our Privacy Policy and . We may update these at any time, and when we do, we will post the updated version here and any changes made will be effective once they are posted. We encourage you to review this Privacy Policy now and each time you visit our Site. If you do not agree to any term in the Privacy Policy, you should not use the Site.

We are strongly committed to protecting the privacy of everyone who visits our Site, including our educator users and their students. This Privacy Policy should help you understand what information we collect about you and/or your students when you visit and use the Site and how we use any information we may collect. Before we get into the details, we want to say first and foremost that we are fully committed to student data privacy as we help educators improve student reading achievement.

If you have any questions, comments, or concerns about our Privacy Policy, please email us at privacy@readworks.org or write to us at P.O. Box 24673, Brooklyn, NY 11202.

1. Children’s Privacy

ReadWorks knows how important it is to protect children’s privacy. Our Site is intended for any U.S.-based adult educator or education-minded parent or guardian to use in concert with students of elementary school age or older. No student of any age is meant to use the ReadWorks Site without the invitation, direction, and guidance of an adult.

When educators, parents, or guardians create accounts on behalf of their students, we keep whatever name is provided by that adult in our database. When a student account in ReadWorks is set up from a pre-existing Google account, we collect the name provided by such educator, parent, or guardian as it appears in that Google account and store it in our database accordingly. With respect to any student accounts, we do not collect or store any student email addresses, including when a student uses a Google account to log in to the Site.

We collect student names to ensure that parents, guardians, and educators are able to keep track of which students are which while using our Site. We do not store student names long-term and endeavor to delete such data once the corresponding student account or the class containing such student account is deleted by the educator, parent or guardian who set up such account. Student use activity (e.g., when an assignment begins or ends and how questions are answered) is stored anonymously and retained only for educational purposes.

If you are the parent, guardian, or educator of a child who has used the Site without such permission, please contact us at privacy@readworks.org.

2. How We Handle Data

a. Information We Collect

When you visit and use our Site, we may collect information about you.

- *Information you provide to us:* In order to get access to certain information or materials that are provided through the Site, you may have to provide information to us. We collect and store this information in a way that allows us to connect it to you personally, including, for example, your name and email address. We refer to this information as personal information. Additionally, we may collect and retain a record of all communications we have with you.
- *Information we collect through technology:* We may also collect information about you through technology. For example, we may collect your IP address each time you click on a page during a visit to our Site. The Site may also use other technical methods to track and analyze website traffic patterns, such as how often our users visit different parts of the Site. These technical methods may

involve the transmission of information either directly to us or to another party we have authorized to collect and process information on our behalf, such as Amazon Web Services. More information on how Amazon Web Services uses data can be found at <https://aws.amazon.com/privacy/>. We may also use technical methods in emails that we send educator or parent Site users to figure out if users have opened those emails and/or clicked on links in those emails. We may collect the information from these technical methods in a form that is personally identifiable.

b. Use of Collected Information

We do not disclose nonpublic personal information about users of the Site to any nonaffiliated third parties, except as described here or in our Terms of Use.

We may use or disclose certain personal information we collect about our users when they visit and browse our Site as part of our normal operations, including through our promotional email platform, ActiveCampaign. We make every effort to segregate student data from that of educators, parents, and guardian users and do not share such data with ActiveCampaign. More information on how ActiveCampaign uses data can be found at <https://www.activecampaign.com/legal/privacy-policy>. We may also use or disclose certain personal information to respond to specific requests we get from you and through our use of service providers in connection with the Site. These third-party service providers may have access to and use your personal information, but only as needed to perform the functions we have asked them to perform.

When we believe we have to disclose something because it is required by law, regulation, legal process, subpoena, document, or governmental request, we will disclose personal information we collect from you. We may also do so to help enforce our Terms of Use, protect your safety or security, or protect the safety and security of tangible or intangible property that belongs to us, to you, or to third parties. We may transfer all user information (which may include personal information) to our acquirers or successors. Other than as part of such a transaction, we will not sell any of your personal information without your consent.

Non-personal information is information that does not personally identify you, including anonymous information and aggregate data. We may use this information to understand better how our visitors use the Site, provide visitors with customized services and information, improve the Site, and for other similar purposes. We may combine this information with personal information. We may share this information with others and use this information in any manner permitted by law, but any disclosure that identifies you personally will be governed by the above paragraphs on personal information.

3. Cookies

Our Site uses “cookies” to enable ongoing access to and use of the Site and to help us in ongoing Site maintenance. Cookies are small text files that may be placed on a browser when you visit a web site. For instance, when you return to the Site after logging in, cookies provide information to the Site, including personal information, so that the Site can remember who you are.

We use cookies to capture anonymous data from the actions of our users to improve our Site experience and the way it performs. Our system is set up to not use cookies with our student users except in cases where it is requested by such student’s school district. In such cases, the data generated is managed by the school district’s privacy policy.

We get statistical information from cookies on, among other things, how often users use our Site, the pages users visit, and how long each visit is, as well as information about a user’s computer, operating system, browser, language, and country. If you go to the settings on your Internet browser, you can choose to have your computer warn you each time a cookie is sent or you can choose to turn off all cookies. Check your browser’s HELP menu to learn about your options. If you decide to turn off cookies, you may not have access to many features that make the use of our Site smoother, and some of the services on the Site might not work properly. You can delete any cookies at any time by using the relevant option of your Internet browser or by deleting cookies on your hard drive. If you continue to use the Site with your browser set to accept cookies, we will assume that you accept receiving all cookies coming from our Site.

4. Google Analytics

We use Google Analytics to collect information about how our visitors use our Site. Google Analytics collects information such as how often users visit the Site, what pages users visit, and what other sites they visited before or after coming to the Site. Our Site is set up to not use Google Analytics to collect data about our student users. More information on how Google Analytics uses data can be found at www.google.com/policies/privacy/partners/. We use the information we get from Google Analytics only to improve our Site. By using our Site with your Internet browser set to accept cookies, you agree to Google Analytics' use of cookies on our Site.

5. Third Party Websites

Our Site contains links to websites owned and operated by third parties. We provide these links for convenience, we do not have control over the content of these websites, and we do not take on any liability or responsibility for these sites. Our Privacy Policy does not concern the use of information collected on these third party sites. If you choose to visit these third party sites, you should review their privacy policies to make sure you understand and are comfortable with their practices regarding your personal information.

6. Protection of Information

We work hard to protect your personal information. We use technical, administrative, and physical tools to maintain the integrity and security of our databases, including firewalls. We regularly perform system audits and work to ensure all of our software has the latest security-related patches and updates. Unfortunately, there is no such thing as "perfect security" on the Internet, and third parties may unlawfully intercept or access transmissions or private communications. We will not be responsible or liable for any damages, losses, or causes of action in connection with the disclosure of your personal information.

7. Do Not Track

We may track users' use of the Site over time to continually improve our service to our users and our overall Site. Our Site is set up to not track student users' use of the Site over time. We do not track visitors of the Site over time and across third party websites to provide targeted advertising and therefore do not respond to Do Not Track ("DNT") signals. However, some third-party sites do keep track of browsing activity when they provide content, which allows them to tailor what they present to you. If you are visiting these sites, your browser allows you to set the DNT signal so that third parties (particularly advertisers) know you do not want to be tracked. You can consult the help pages of your browser to learn how to set your preferences so that websites do not track you.

8. Information Requests

If you would like us to disclose to you or delete certain information about our collection and use of your personal information, you may ask us to do so. Once we receive your request and verify your identity, we may disclose such information to you or delete the information you have asked us to delete, unless there is a legal exception. For example, we might deny your deletion request if we have to keep the information in order for us or our providers to complete the transaction for which we collected the personal information, provide a service that you requested, or take actions we reasonably anticipate within the context of our ongoing relationship with you.

To submit a request please email us at privacy@readworks.org.

Your request must:

- Provide enough information to allow us to reasonably verify that you are the person about whom we collected personal information or an authorized representative of such person.
- Describe your request with enough detail to allow us to understand, evaluate, and respond to it.

We cannot respond to your request or provide you with non-public personal information if we cannot verify your identity or authority to make the request and confirm that the requested personal information relates to you. We will use the

information provided in a request solely to verify your identity or authority to make the request.

9. Shine the Light

California Civil Code Section 1798.83, known as the “Shine The Light” law, permits our Site users who are California residents to request and obtain from us a list of their personal information (if any) we disclosed to third parties for direct marketing purposes in the preceding calendar year and the names and addresses of those third parties. Requests may be made only once a year and are free of charge. We currently do not share any personal information with third parties for their direct marketing purposes.

10. International Use

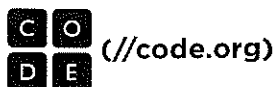
This Site is intended for use by individuals in the United States. Despite the global nature of the Internet, ReadWorks makes no claims that the Site is appropriate or may be viewed or used outside the United States. Additionally, our databases are located in the United States, and the data we collect from users is stored in the United States. This Site is intended for use by individuals in the United States. *By sending us your information, you consent to its transfer to and storage within the United States and its use in a manner consistent with this Privacy Policy.*

11. Governing Law

The laws of the State of New York govern this Privacy Policy. Any dispute relating to this Privacy Policy or your use of the Site or the Content shall be resolved solely in the state or federal courts located in New York, New York.

12. Contact Us

If you have any questions or comments about this Privacy Policy, you can email us at [privacy@readworks.org] or write to us at P.O. Box 24673, Brooklyn, NY 11202.



Create ▼

Sign in

[\(/studio.code.org/users/sign_in\)](https://studio.code.org/users/sign_in)[Learn \(/studio.code.org/courses\)](https://studio.code.org/courses)[Teach \(/studio.code.org/courses?view=teacher\)](https://studio.code.org/courses?view=teacher)[Projects \(/studio.code.org/projects/public\)](https://studio.code.org/projects/public)[Stats \(/code.org/promote\)](https://code.org/promote)[Help Us \(/code.org/help\)](https://code.org/help)[About \(/code.org/about\)](https://code.org/about)[\(http://studentprivacypledge.org/\)](http://studentprivacypledge.org/)

Privacy Policy

Date of Last Revision: March 11, 2021

You can review the previous Privacy Policy **here** (</privacy-sep2020>).

About Code.org

Code.org® is a US-based charitable nonprofit dedicated to expanding access to computer science in schools and increasing participation by young women and students from other underrepresented groups. Our vision is that every student in every school has the opportunity to learn computer science.

Your privacy is important to us. We want to be transparent about the personal data we collect, why we collect it, and what we do with it. Moreover, we want you to know your rights regarding your personal data. We recommend that you read this Privacy Policy carefully before accessing or using the Services. If you have any questions about this Privacy Policy, you can email us at **privacy@code.org** (**<mailto:privacy@code.org>**).

Code.org Privacy Principles

Our Privacy Policy is fueled by our commitment to the following Privacy Principles:

1. We're deeply committed to creating a safe and secure learning environment for our students and teachers. We take the protection of this information seriously.
2. We do not require you to provide any Personal Information in order to try our courses, most of which are accessible without a User account (only your IP address is collected). However, learning

progress won't be saved without creating an account.

3. The only reason we collect any data from Students or Teachers is to better succeed at our mission of providing high-quality computer science education for every student in every school.
4. We do not sell your Personal Information or exploit it for financial gain. We do not sell ads. We are a charitable nonprofit and almost all our revenue comes from philanthropic gifts and donations. We established ourselves as a nonprofit so our mission and your trust will not be in conflict with a for-profit motive.
5. Any Student academic data we provide to third-party evaluators for the purpose of evaluating our courses in meeting our mission will be de-identified (per standard industry practice).
6. We strive to provide you with access to and control over the information you give us (as detailed below), and we use physical, administrative, and technical safeguards designed to reasonably protect your information.
7. When Student Records are provided to Code.org by a school or school district, Code.org agrees to retain such information as directed by the school or school district.
8. We hold our partners and service providers to privacy and security practices no less stringent than our own.

Privacy Policy

We are committed to creating a safe and secure environment for learners of all ages and other visitors on our websites located at <https://code.org> (<https://code.org/>), <https://studio.code.org> (<https://studio.code.org/>), <https://hourofcode.com> (<https://hourofcode.com/>), <https://curriculum.code.org> (<https://curriculum.code.org/>), <https://advocacy.code.org> (<https://advocacy.code.org/>), <https://k12cs.org> (<https://k12cs.org/>), and any other websites or online services (collectively, our "Services") that link to this Privacy Policy.

Visitors and users of the Services and participants in our education programs are referred to in this Privacy Policy individually as "User" (or "you" depending on the context) and collectively as "Users." Any User that creates a student account is referred to as "Student" even if they are using the Code.org Services outside of a school setting. Similarly, any User that creates a teacher account is referred to as "Teacher."

As a not-for-profit organization, we use the data we collect only insofar as it helps our mission of providing a high-quality computer science education for every student in every school. We established ourselves as a not-for-profit organization so that a for-profit motive will not interfere with our mission of providing a trusted educational resource.

Our Privacy Policy describes what information we collect, how we use it, when we may share it, how we protect it, and your choices and rights. Your use of the Services and any information you provide on the Services are subject to the terms of this Privacy Policy, which is incorporated into and subject to our **Terms of Service (/tos)**.

By visiting or using our Services, you expressly consent to the information handling practices described in this Privacy Policy. In the event this Privacy Policy is translated into another language resulting in any potential conflict or ambiguity, the official version of the Privacy Policy shall remain the English version. Where we have entered into separate agreements with local education authorities or similar entities that supplement our Terms of Service for the processing of Student Records (as defined in the School Users and Student Records section below), such as our **Student Data Privacy Addendum (/dpa)**, the processing terms of those agreements may also apply.

Code.org is a signatory to the **Student Privacy Pledge (<https://studentprivacypledge.org/>)**, which contains a set of principles intended to safeguard student privacy, including responsible stewardship, protection, and transparent handling of student data.

Quick Reference

You can use the links below to quickly find information in our Privacy Policy

How We Collect and Use Information (#how-we-collect-and-use-information)

How We Share or Transfer Information (#how-we-share-or-transfer-information)

How We Protect Information (#how-we-protect-information)

Your Choices - How to Access, Update, or Delete Your Information (#your-choices-how-to-access-update-or-delete-your-information)

School Users and Student Records (#school-users-and-student-records)

Protecting Children's Privacy (#protecting-childrens-privacy)

Links to Other Sites and Services (#links-to-other-sites-and-services)

We Do Not Allow Advertising on Our Services (#we-do-not-allow-advertising-on-our-services)

International Users (#international-users)

Rights Under the General Data Protection Regulation (GDPR) (#rights-under-the-general-data-protection-regulation-gdpr)

You can use the links below to quickly find information in our Privacy Policy

Changes and Updates to Our Privacy Policy (#changes-and-updates-to-our-privacy-policy)

Contacting Code.org (#contacting-codeorg)

How We Collect and Use Information

The sections below describe the ways Code.org collects and uses personal data, which refers to any information that Code.org can use to reasonably identify a User as an individual (directly or indirectly), as well as information that is or can be reasonably linked (directly or indirectly) to a User or a User’s device. This includes things like name, display name, email address, school name and address, telephone number, etc., provided by Users (“Personal Information”), persistent cookies or IP addresses automatically collected (“Persistent Identifiers”), as well as some of the non-Personal Information and technical information (described below) we collect that is associated with a User.

We generally collect personal data in three ways: (1) information a User voluntarily provides to us by using the Services, (2) information we automatically collect as a User uses the Services, and (3) information from third-parties. The types and amounts of personal data collected vary depending on whether the User is a Student, Teacher, parent or other visitor, and on how they use the Services.

Our goal is to minimize the personal data we collect. We do not require Users to create a Code.org account or otherwise provide Personal Information in order to participate in the Hour of Code tutorials or to try our courses. However, we cannot save a Student’s learning progress or a Teacher’s class records unless a User creates a Code.org account.

Code.org Student and Teacher Accounts

The following table describes the data that Code.org collects and stores if a User creates a Code.org Student or Teacher account for use with Code.org courses.

Data stored by Code.org if a User creates a Code.org Student account	How and when is the data collected?	How this data is used

Data stored by Code.org if a User creates a Code.org Student account	How and when is the data collected?	How this data is used
Display Name (e.g., "Cool Coder" or "John") and username (e.g., "coolcoder7")	Required by User (or their Teacher) on account creation	<p>Display name is used to provide Students a welcoming login and to identify the Student in the Teacher's view of student progress. We recommend using first names only to increase privacy.</p> <p>Usernames are generated based on the initial display name and can be used along with a password to sign into an account.</p>
Account passwords	Required by User (or their Teacher) on account creation.	Passwords are established by the User and can be updated through the User's account settings or by a Teacher that manages a section in which the Student is enrolled. They are used for User authentication at sign-in.
Secret words/pictures	System generated by Teacher when adding Student to section (if choosing not to use Student accounts with passwords).	Secret words or pictures are system generated, but can be reset by the Teacher. They are used for User authentication at sign-in.
Age (Not birthdate)	Required by User (or their Teacher) on account creation or first sign in before using the site.	This data is used to understand the developmental stage of Students in order to offer an age-appropriate experience for each Student. We also use this field to ensure we don't allow Students under age 13 to access age-restricted features (such as sharing their coding projects on social media). We store ages (e.g., 16), as opposed to birth dates (e.g., Feb 13, 2001).

Data stored by Code.org if a User creates a Code.org Student account	How and when is the data collected?	How this data is used
<p>One-way hash of student email address (NOT the actual email address, which is collected in the web browser but never transmitted to Code.org and thus never stored by us)</p>	<p>Email address is required (but not stored) on account creation if a Student creates an account or a Teacher creates the account via a third-party rostering provider.</p> <p>Email address is not required if an account is created by a Teacher using a picture or secret word login for the section, though it can be optionally added by the Student later.</p>	<p>How this data is used</p> <p>A Student's email address is only used for the purposes of login (along with the User's password). It is NOT stored by Code.org in a retrievable format. To protect Student privacy, we only store a one-way hash of the email address. We do not have any way of sending email to Students or retrieving their actual email addresses from their account. See Student Email Addresses (#student-email-addresses) below for more details.</p>

<p>Data stored by Code.org if a User creates a Code.org Student account</p> <p>Parent or guardian email address</p>	<p>How and when is the data collected?</p> <p>Can be optionally provided by a parent to receive updates or create a login for their child at home.</p>	<p>How this data is used</p> <p>Parents or guardians can choose to link their email address to their Student's account to receive updates from Code.org. (A student can also add the parent or guardian email address.)</p> <p>A Student may want to create a personal login to access their account independently of their Teacher or school, especially if the Teacher decides to delete the classroom section that the Student belonged to or the Student signs in with a school-sponsored account like Google, Microsoft, Clever, or PowerSchool.</p> <p>If the Student is under 13 or doesn't have a personal email address and wants to create a personal login, we require a parent or guardian email address for password recovery. The Student will then be able to sign in at home with a username and password.</p>
<p>Account Identifiers</p>	<p>System generated (separate identifiers may be provided by authentication services). This is NOT a student number assigned by a school.</p>	<p>These identifiers are used to maintain and operationalize accounts.</p>

<p>Data stored by Code.org if a User creates a Code.org Student account</p> <p>Login time, IP address, and other technical data</p>	<p>How and when is the data collected?</p> <p>Automatically collected as the Services are used.</p>	<p>How this data is used</p> <p>This data helps Code.org troubleshoot any problems Users experience. It also helps Code.org understand usage patterns, ensure the service can support all Users, and enable Services updates with minimal service disruption. See Technical Information (#technical-information) below for more details.</p>
<p>Gender</p>	<p>Optionally provided by the Student or their Teacher.</p>	<p>This information is only used in aggregate to measure the percentage of students that are “male/female/nonbinary/preferred term not listed” and measure how such Students respond to different computer science challenges, or track our aggregate progress towards reducing the gender gap in computer science.</p>
<p>Race</p>	<p>Optionally provided by the Student (only requested from Students if their IP address is in the US).</p>	<p>Students aged 13 and over have an option to indicate their race. For Students under age 13 we do not ask individual race, but we ask the Teacher to optionally estimate the racial distribution of the entire classroom.</p> <p>This information is only used in aggregate, to measure the percentage of students from underrepresented racial and ethnic groups and their aggregate response to computer science challenges, and in order to track our aggregate progress toward improving diversity in computer science.</p>

[Skip to main content](#)

Empirical Resolution Inc. Privacy Policy

Updated on September 26, 2018

Empirical Resolution Inc. (d/b/a Quill.org) ("we" or "us"), values your privacy and we are committed to creating a secure environment across our services, including our application programming interface, website and other online services (collectively, our "Website"). We use the data we collect to provide users with a high quality engaging experience and fulfill our mission of creating an active learning environment and helping students take charge of their education. Because we gather certain types of information about the users of the Website, we believe you should fully understand the terms and conditions surrounding the use of the information we collect. The following discloses our information gathering and dissemination practices for our Website. Please make sure that you read the terms of this privacy and any privacy policies that you enter into with parties other than us, including your employer or educational institution, as those policies may also explain how your personal information is used by those parties.

Your use of our Website means that you specifically and expressly consent to all practices described below in this Privacy privacy and our Terms of Service, as amended from time to time. Any information you provide to us or the Website, along with your use of the Website, is subject to the terms in this Privacy privacy and our Terms of Service, as amended from time to time.

How data is used and collected:

Quill.org collects the following data about our users and their use of our Website.

- **Personal information.**

By registering with or using the Website, you may provide to Quill.org what is generally called "personally identifiable information" (such as your email address, name) that can be used to identify you, as well as demographic information such as your age, gender and interests. Through the rest of this Privacy privacy, such information will be referred to as "Personal Information."

- **User-provided information and information about use of website.**

In addition to Personal Information, we may collect information about your use of certain Website features, such as the number of activities you have completed, your time spent on various activities, and your scores on various activities. This information allows us to make a better, more personalized experience and provides us with data that we use to improve the Website. We may also request information for purposes such as the provision of customer service and support, billing, network management, customer surveys, newsletter subscriptions, user group memberships, event registration and sponsorship, offers of related services, and other exchanges of information.

We may make chat rooms, forums, message boards, and/or news groups available in certain areas of the Website. Please remember that any information that is disclosed in these areas becomes public information, and you should exercise caution when deciding to disclose your Personal Information.

Any content you submit to, or make available on, the Website ("User-Created Content") shall be your property and you represent that such User-Created Content does not infringe on the intellectual property of any third party. You hereby grant us a perpetual, irrevocable, royalty-free, sublicenseable worldwide license to use and display such User-Created Content.

- **Information obtained from other users and third parties.**

Some features on the Website may be used that allow other users or third parties to provide us information, some of which may be Personal Information. For example, a parent may register an account for their child and provide us with certain information, such as the child's name or one of our partners may send us information when you access our Website through their Website or service.

- **Technical information.**

We may record technical information such as your Internet Protocol (IP) address, internet service provider, browser type, operating system, the dates and times the Website is visited, referring or exit pages, and other data which tracks users' access to the Website. This data may be analyzed for the aggregate trends they reveal about our users and how the users use the Website.

How we use this information:

- **To personalize and maximize learning experiences.**

The information provided may be used to better your experience on the Website. For example, we may track which activities need to be finished and which ones are completed, and then use this information to suggest areas you may wish to work on.

- **To understand how users engage with the Website.**

We use information provided by, or collected from, users to create new features, analyze trends and metrics, and learn information about our users' preferences.

Limitations on access to your Personal Information by employees and authorized parties:

Our employees and affiliates will not access your Personal Information without a specific reason to do so. Often this reason will be to better serve you in the event of a support issue (for example, we may look up your operating system and web browser if you write to us saying you are having a problem with the Website).

How your data is shared and transferred.

We disclose user information only as described below:

- **Student's personal information may be shared with students' schools and teachers.**

When a student joins a class, their data, including their name, username and scores, becomes available to the teacher who created that class. This information may also be shared with other agents within the school, including other teachers and the administration.

- **Aggregated and anonymous data may be shared.**

We will occasionally share aggregated and/or anonymized data with partners for research, evaluation, consulting or other business purposes. When this occurs, no Personal Information will be shared, however, other information, such as your city, grade level, or performance may be shared.

- **As legally required**

In response to court orders, warrants, or subpoenas, and other situations where required by law, we may share user information. We will take reasonable steps to notify users of this sharing as soon as possible.

- **Change of business**

If we acquire, merge with, or are acquired by another organization, in whole or in part, the information we have collected may be transferred to and/or shared with the other organization and its affiliates. In such case, the organization receiving the personal information will be obligated to follow the terms of this privacy privacy.

- **When appropriate or necessary to protect our interests**

We may share information if we believe that it is reasonably necessary to enforce the Terms of Use or to protect us against liability, unlawful or fraudulent uses, or to defend ourselves against third-party allegations or claims. We may also share this information for security reasons, such as to defend the integrity of our website. Your information may also be shared to protect the personal safety, rights, or property of Quill.org, its users, and others.

- **Service providers**

We may share information with our service providers.

- **Partners**

We may share information about aggregated and/or anonymized data with our partners.

Your options and choices in our data use, collection, and transfer:

- **You can choose to not provide us with Personal Information**

You may use the Website anonymously without providing any Personal Information. If you choose to do this, you will still have access to all of our lessons and content, but some Website features may not work and your progress will not be saved.

- **You can view your Personal Information**

You can view certain personal information by logging into our website, and can request to view any other personal information by contacting us at hello@quill.org, or sending a request in writing to the address listed below.

- **Your Personal Information can be corrected, edited, or deleted**

To ensure that you have control over your information, we will respond as quickly as possible to any request to correct, edit or delete Personal Information. If you would like this information changed or removed, please contact us at hello@quill.org, or send a request in writing to the address listed below.

Data Retention

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

Children Users

Children's Online Privacy Protection Act (COPPA)

To comply with COPPA, we only collect Personal Information from children under 13 after the student's school, district or teacher has agreed to obtain parental consent for that child to use our Website and to provide us with Personal Information.

While parents or guardians of children under 13 may sign up their child and provide us with Personal Information about the child, no child under 13 may sign up with us or send us Personal Information unless they are signing up through their school, district or teacher, and that school, district or teacher has obtained parental or guardian consent to use our Website and provide us with Personal Information.

If you are under 13, do not send us any Personal Information unless you are signing up through your school, district or teacher, and that school, district or teacher has obtained parental consent for you to use our Website and provide us with Personal Information.

If we find any users who are under 13 and have shared Personal Information with us without signing up through a school, district or teacher that has obtained parental consent to use our Website and provide us with Personal Information, we will delete this information as quickly as possible. If you are aware, or become aware, of any users who have violated any part of this section, please email us at hello@quill.org so that we can investigate.

If you are signing up for the Website and creating accounts on behalf of student(s), you represent and warrant that you are either (a) a teacher or school administrator or otherwise authorized by a school or district to sign up on behalf of students, or (b) the parent of such student(s). If you are a school, district, or teacher, you represent and warrant that you are solely responsible for complying with Children's Online Privacy Protection Act (COPPA) and all similar applicable laws, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the Services. When obtaining consent, you must provide parents and guardians with this Privacy privacy and our Terms of Use. You must keep all consents on file and provide them to us if we request them. If you are a teacher, you represent and warrant that you have permission and

authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of COPPA compliance, you represent and warrant that you are agreeing to this Privacy privacy and our Terms of Use on behalf of your school and/or district.

How we handle data security

- **Keeping your information secure**

To protect your Personal Information, account information, and privacy, we may require you to login using a password before accessing certain parts of the Website. We urge you to create a strong password and keep this information safe.

- **We try to keep secure the Website and Personal Information within, but there are no guarantees.**

We use a number of techniques, including technological, social and procedural methods designed to keep your information safe. These include following industry practices, working with cyber security consultants, and more. While we take reasonable steps to protect your information, we neither ensure nor warrant that information transmitted to or by us is secure, and you provide us with this information at your own risk.

- **You will be notified electronically or through the Website if there has been a security incident that may affect you.**

If a security incident involving your Personal Information does occur, we will notify you and any other users that may have been affected as soon as possible after we learn of the security incident. This notification may occur electronically, or via a notice posted on the Website.

Links to third party sites

In some cases, the Website may link to third party websites. These links may include social media pages, partner organizations, or any other website. We cannot control the activities or content that exists on these sites, and they may change without our knowledge. This Privacy privacy does not apply to those websites, or any other website that is not part of the Website.

Changes and updates to this Privacy privacy

We may revise this Privacy privacy from time to time. If we make any changes, we will change the last revised date listed below. The revised Privacy privacy will become effective upon such posting.

If we make any material changes to this privacy, we will provide notice to the email address we have on record for each account holder. For material changes regarding use or collection of data, we will provide choices and additional information regarding the collection of such data before it is used in any manner inconsistent with the terms initially provided to users. You are responsible at all times for keeping that email address up to date.

Contacting Us

If you have any questions regarding this Privacy privacy, comments, or would like to know what Personal Information has been collected about you, please contact us by emailing hello@quill.org or writing to:

Empirical Resolution Inc.
41 E 11th St
11th Floor
New York, NY 10003



- [Curriculum](#)
- [Premium](#)
- [Careers](#)
- [About](#)
 - [Product](#)
 - [Case Studies](#)
 - [Values](#)
 - [Team](#)
 - [Press](#)
- [Help & Info](#)
- [Sign Up](#)
- [Log In](#)

Privacy Policy

We at NoRedInk know you care about how your personal information is used and shared, and we take your privacy very seriously. Please read on to learn more about how we collect and use your information.

Effective date: April 1, 2021

This Privacy Policy is currently only available in English.

By using or accessing the Services in any manner, you acknowledge that you accept the practices and policies outlined in this Privacy Policy, and you hereby consent that we will collect, use, and share your information in the following ways.

Remember that your use of NoRedInk's Services is at all times subject to the [Terms of Service](#), which incorporates this Privacy Policy. Any terms we use in this Policy without defining them have the definitions given to them in the [Terms of Service](#).

If you have any questions or concerns about our Privacy Policy, please send a detailed message to support@noredink.com, and we will try to resolve your concerns.

Our Core Commitments

We think these are the most important commitments we can make to you about how we handle personal information, so we put these commitments before anything else in the Privacy Policy.

Completeness

This Privacy Policy covers all of the categories of data that we collect from individuals, and we do not exclude any categories of collected data from this Privacy Policy.

Marketing to Students or Families

We will not use, sell, share, or disclose personally identifiable information we receive from the Applications to:
(a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing or

advertising to students or families/guardians; or (c) develop a profile of a student or family member/guardian, for any commercial purpose other than providing or improving the Services.

We will not sell, share or disclose personally identifiable information of teachers or administrators we receive from the Applications to third parties for marketing or advertising purposes.

Limits on Advertising and Data Collection within the Applications

Within the Applications, we do not: (a) display advertising, including any behavioral or contextual advertising; (b) permit the collection of data by third party advertising or tracking services for any purpose except to collect data for us to understand the use of the Applications in order to maintain and improve the Applications; or (c) collect data, including any behavioral data, for use in targeting advertisements on third party services or websites.

Limits on Data Collection as a General Matter

We do not, either within the Applications or the Website, collect information on free or reduced lunch status, precise geolocation data, health or biometric data, or sensitive personal information. See “Advertising Partners” below regarding the collection of behavioral data on the Website.

Legal Compliance

As set forth in this section, we comply with the following laws concerning the protection of student personally identifiable information, including educational records: the Family Educational Rights and Privacy Act (“FERPA”) at 20 U.S.C. 1232g (34 CFR Part 99), Children’s Online Privacy Protection Act (“COPPA”), 15 U.S.C. 6501-6506; Protection of Pupil Rights Amendment (“PPRA”) 20 U.S.C. 1232h, AB 1584 (codified at California Education Code § 49073.1), and the Student Online Personal Information Protection Act (codified at California Business and Professions Code § 22584 et seq.), and any specific state laws (as applicable to us) protecting student personally identifiable information which are listed in the table at the end of this Privacy Policy as of the date set forth in such table.

We shall be considered a School Official as that term is used in FERPA.

As to COPPA or any state law which requires consent or authorization from a parent or guardian for the collection or use of information concerning a student, the parent, guardian, teacher, school or school district, is responsible and liable for fulfilling any applicable consent requirement.

In accordance with the California Consumer Privacy Act legislation, compliance information and any user actions are available here: [Addendum A – Special Information Regarding California Consumer Privacy Act \(CCPA\)](#).

Definitions

As used in this policy:

- “personally identifiable information” means information that can be directly associated with an individual and includes educational records, student-generated content, names, addresses, telephone numbers, email addresses, and other contact information. To the extent non-personally identifiable information is combined with personally identifiable information, we treat the combination as personally identifiable information. As described below, we do collect and process some personally identifiable information, including from students in 7th through 12th grade as needed to provide the Applications to those students.
- “personal information” means personally identifiable information, together with information indirectly associated with an individual, such as IP addresses, pseudonymous identifiers, etc. and other information

associated with that individual that is indexed to any of the foregoing. As described below, we do collect personal information, including from students in 7th through 12th grade as needed to provide the Applications to those students.

- “educational records” means official records, files and data directly related to a student and maintained by the school or local education agency, including but not limited to, student-generated content, records encompassing all the material kept in the student’s cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs. As described below, we do collect and process some educational records, including from students in 7th through 12th grade as needed to provide the Applications to those students.
- “student” is interchangeable with “pupil” and means any student accessing and using the Applications for educational purposes.
- “student-generated content” means materials or content created by a student in the Applications during and for the purpose of education including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content. As described below, we do collect and process some student-generated content, including from students in 7th through 12th grade as needed to provide the Applications to those students.

Other terms are defined elsewhere in this Privacy Policy or in the [Terms of Service](#).

Persons Covered by this Privacy Policy

Generally

This Privacy Policy covers the personally identifiable information and the personal information of anyone who visits our Website or uses our Applications. More specifically, it covers the personal information of:

- Visitors to our Website or people who correspond with us through our Website outside of our Applications
- Teachers or administrators who manage the use of our Applications by students
- Students who use our Applications

The Applications are intended to be used by students in 7th grade through 12th grade (so teens from 13 to 18, and occasionally children under 13 who are in 7th grade or are writing at a 7th grade level). The Applications are intended for students to use as part of classroom instruction with their teachers. Unless a parent or guardian is also acting as a teacher, the Applications are not intended for their use except to the extent the parent or guardian is registering their child to use the Applications and/or is acting as a teacher for the purposes of the Applications.

We gather different personally identifiable information and personal information from each of those groups of people, and may handle that personally identifiable information and personal information differently for each group, as we explain below.

Students / Children

If you are not of legal age to form a binding contract (in many jurisdictions, this age is 18), you may only use the Services and disclose information to us with the express consent of your parent, guardian, school or school district. Please make sure that you have reviewed this Privacy Policy with your school, school district, parent or legal guardian to make sure you understand it.

As noted in the [Terms of Service](#), we only collect personal information through the Applications from a child under 13 where that student's school, district, and/or teacher has agreed (via the terms described in the [Terms of Service](#)) to obtain legally-adequate consent for that child to use the Applications and disclose personal information to us.

A parent or guardian may of course directly sign up his or her child to use the Applications and provide personal information about that child to us. However, no child under 13 may send us any personal information unless they have signed up through his or her school, district or teacher and such school, district or teacher has obtained legally-adequate consent for that child to use the Applications and disclose personal information to us. Without legally-adequate consent from a parent, guardian, school, district and/or teacher, we do not wish to receive, and do not knowingly collect or use personal information from any person under 13 for any purpose, including our internal operations. If you are a student under 13, please do not send any personal information to us if your school, district, and/or teacher has not obtained obtain legally-adequate consent for you to do so, and please do not send any personal information other than what we request from you in connection with the Applications.

As we explain below, we rely on third party service providers to help us with the provision of the Applications. We treat all student personal information uniformly, so any consent to our collection and use of student personal information necessarily includes consent to disclosure of personal information to those third party service providers under the terms of this Privacy Policy.

If we learn we have collected personal information from a student under 13 without legally-adequate consent from their parent or guardian or their school, district, and/or teacher, or if we learn a student under 13 has provided us personal information beyond what we request from him or her, we will delete that information as quickly as possible. If you believe that a child under 13 may have provided us personal information in violation of this paragraph, please contact us at support@noredink.com.

Users of our Premium Applications.

If you are a student, teacher, or other user of our Premium Applications, then our obligations to you are controlled by a separate written agreement which may have terms which are different from this Privacy Policy. That agreement is between us and (usually) the school or school district through which you are accessing the Premium Applications, and any questions about the specific terms of that agreement should be directed to an appropriate person in authority in that school or school district.

Students, teachers, and other users of our Premium Applications should be aware that: (1) the school or school district with which we have an agreement may, and likely will, provide personal information about you to us, and most schools or school districts require that most notifications which we would normally provide to you directly (for example, regarding legal or parental requests to access your personal information) will be provided to the school or school district.

Information You Knowingly Provide to Us

Correspondents

If you correspond with us outside of the use of the Applications through a web form, email or otherwise, we will collect and retain your correspondence like any other ordinary business correspondence, subject to the information retention policies and legal requirements applicable to us and standard in our business.

Teachers/Administrators

In order to provide the Applications to teachers (including home-schooling teachers) or administrators, we receive and store the personally identifiable information you knowingly provide to us.

As part of the registration and account setup process, we require your name, email address, school and school district affiliation, the classes and/or grades using the Applications. If your school or school district uses a third-party single sign-on ("SSO") we will also have access to the personally identifiable information we describe below under "Third Party SSO Information". We will also receive any feedback on student work that you may enter into the Applications.

Students

In order to provide the Applications, we receive and store the personally identifiable information that you as a student (or your teacher, school or school district) knowingly provide to us.

As part of the registration and account setup process, we require your name, gender, email address, school and school district affiliation, the classes and/or grades using the Applications. You or your teacher or school may also provide us with information about your personal interests. We will also receive and store the work you do in our Applications, including the student-generated content like your essays, and your teacher's feedback on that work. If your school or school district uses a third-party single sign-on (like Google, Clever, or Canvas) we will also have access to the personally identifiable information we describe below under "Third Party SSO Information".

Some of this information will be provided to us by your teacher or school, so we may not ask you for it directly, but we will still have it.

Third Party SSO Information

If your school or district chooses to use third party single sign-on (e.g., using a Google, Clever or Canvas account) for access to the Applications, you may have to provide us with your username (or user ID) so that your identity can be authenticated through the third party account (the "SSO Account"). When the authentication is complete, we'll be able to link your account with the SSO Account. That linking may allow us to access and collect certain personal information, such as your name and email address, your user ID for the SSO Account, data tokens used to implement single sign-on and connect with your SSO Account profile, and other personal information that your privacy settings on the SSO Account permit us to access, in connection with creating your Applications account. We may also share some information back to the SSO Account. For example, Canvas and Clever allow the exchange of information about the schools, classes and students with which a teacher is associated, information teacher and student assignments, all to make it easier to set up and manage an account for the Applications. We encourage you and all schools or districts to carefully choose privacy settings in SSO Accounts to limit the exchange of information to what you (or the school / district) want to share with us and want us to share. However, we don't try to access any information in the SSO Account that we don't have to access in order to allow you to use it to sign onto the Applications. And we never receive or store passwords for any of your SSO Accounts.

Other Third Party Information

Like many other companies, we may acquire from third parties lists of publicly available contact information for teachers or administrators who may be interested in our services. We do not correlate this contact information with information about users of the Applications.

Information Collected Automatically

Log Data

Our Services, automatically receive and record some information from your browser or device ("Log Data"), just like all web services have to in order to function. The Log Data our Services automatically collect may include some personal information, but does not include personally identifiable information. Log Data includes information like your IP address, the type of browser and/or device you're using to access our Services, the capabilities of that browser or device, and the page or feature you requested. Log Data, together with the information that we collect through the Tracking Mechanisms, comprise "Analytics Data". As described below under "Use and Sharing of Personal Information: Analytics Data," we do share the collected Analytics Data (but

no personally identifiable information) in a de-identified and aggregated form with third parties for analytics and tracking purposes.

Tracking Technologies

We, and third parties with whom we interact, including our third-party service providers or business partners, may use cookies, web beacons, and similar technology in connection with your use of the Services (collectively referred to in this policy as “Tracking Mechanisms”). Cookies are small text files that may have unique identifiers, and reside, among other places, on your mobile device or your computer. Web beacons are small strings of code that provide a method for delivering a graphic image on a web page or in an email message for the purpose of transferring data.

If Tracking Mechanisms are used, they may be used to collect information about you and your use of our Services, such as your browser type, and the date and time of your use. Tracking Mechanisms may also be used in order to help us learn more about how users engage with the Services, enable Applications features and processes (like enabling you to return to password-protected areas of the Applications without having to re-enter your password), provide authentication and security for your use of the Applications, or store your preferences.

Specific Service Providers

Our third-party analytics service providers include Google Analytics. For Google’s privacy practices see www.google.com/analytics/learn/privacy.html. To opt out of data recording and analysis by Google Analytics, see <https://tools.google.com/dlpage/gaoptout>.

Advertising Partners

We may place on our Website, **but never within the Applications**, cookies or other tracking mechanisms which allow us to target advertising on third party platforms to individuals who have visited our website. These cookies or other tracking mechanisms on the Website (but again, **never within the Applications**) may collect behavioral data directly from you. Advertising partners may include Facebook, LinkedIn and Twitter.

Facebook allows its users to control advertising on the Facebook platform. Instructions are here: <https://www.facebook.com/help/568137493302217>.

LinkedIn allows members to control their LinkedIn advertising and cookie preferences. Instructions are here: <https://www.linkedin.com/help/linkedin/answer/62931>. Nonmembers may control their LinkedIn advertising and cookie preferences here: <https://www.linkedin.com/psettings/guest-controls/retargeting-opt-out>.

Twitter allows its users to control advertising and cookie preferences on the Twitter service. Instructions are here: <https://help.twitter.com/en/rules-and-policies/twitter-cookies>.

Other information regarding opting out of targeted advertising can be found here: <https://optout.aboutads.info>.

Disabling Cookies or Web Beacons

It may be possible to disable cookies through your device settings. Most browsers allow disabling either third party cookies or all cookies. The method for disabling cookies may vary by device, but can usually be found in preferences or security settings. However, doing so may cause portions of the Services to not function, or to function improperly, or otherwise affect your ability to use the Services. You may also disable web beacons by disabling HTML images in your email program, which may also affect other images in emails you receive.

Do Not Track

The Services will respond to the Do Not Track setting in your browser, and will honor other standard opt-out mechanisms (e.g., browser cookie settings and advertising opt-out cookies). Further, we do not ourselves use cookies to collect personally identifiable information and track users' online activities over time (except specifically in the Applications for the purposes we describe above) or across different web sites. However, certain of the third party analytics or advertising providers we use (e.g., Google Analytics) may be able to do so, though we do not have access to or control of that information. For information regarding Do Not Track mechanisms, see <http://allaboutdnt.com>.

Use and Sharing of Personal Information

This section explains how we use and share personal information, consistent with our statements above under "Our Core Commitments".

To Provide, Maintain, and Improve the Services

We use the information we collect to provide, maintain and improve the Services. Uses of personally identifiable information for those purposes are:

- To deliver the Applications, including diagnosing and correcting any errors in the Applications.
- Enabling communications among the users of the Applications within the same organization as appropriate for their roles. For example, teachers and their students need to communicate, and teachers and their school's administrators need to communicate.
- Only after we have removed any identifying information, we may use collected information for development, research, and/or improvement of the Applications or other educational services or materials we may offer. We may also share aggregated information based on such de-identified (or never-identifiable) information with third parties working with us for development, research, and/or improvement of the Applications or other educational services or materials we may offer. We don't share any personally identifiable information or information other than in an aggregated format, with third parties for those purposes.

In order to provide the Applications, we have to allow the organizations we work with to have access to your personally identifiable information. So you should know that:

- If you are a student, your teacher and your school administrators can access your Applications account and the personally identifiable information in that Applications account.
- If you are a teacher, your school administrator can access your Applications account and the personally identifiable information in that Applications account.
- Upon request, we are required to provide a school or school district with a copy of all of the personal information in any Applications account for any student or teacher in that school or school district.

If you have questions about how your teacher, school, school district, or any of their personnel handle your personal information, you should direct your questions to the appropriate person in your school or school district.

To Communicate with You

We may communicate with you if you've provided us the means and permission to do so. For example if you've given us your email address:

- For correspondents who have provided their contact information to us through the Website or otherwise outside the Applications, we may email you about the Applications including new features or options in which you may be interested, opportunities to learn about the Applications, whether other teachers or

administrators in your school district are using the Applications or are interested in doing so, or to respond to your inquiries.

- For teachers and administrators, we may email you about updates to the Applications including new features or options in which you may be interested, opportunities to learn more about the using the Applications, whether other teachers or administrators in your school district are using the Applications or are interested in doing so, to respond to your inquiries, or to provide operational or legal notices. If you are a teacher or administrator, you may also be asked to if you want to participate in peer-to-peer email conversations about how you use the Applications.
- For teachers, administrators, and correspondents who provide their contact information to us outside of the Applications, we may offer you the opportunity to participate in sweepstakes, contests, surveys or similar promotions. Those opportunities will be offered under additional terms we will provide at the time.
- We do not email students except for limited and necessary operational communications like resetting the password to their Applications account.

If you do not want to receive communications from us, please indicate your preference by emailing support@noredink.com, using an opt-out link in the email or changing your preferences in your Applications account. We also send school or school district technical administrators administrative and operational notices which we believe are necessary for their effective use of the Applications; we do not presently allow opt-out from those notices.

Service Providers and Our Affiliates

We engage trusted third party service providers to work for us in connection with the operation of our Services and our business, in the following roles: hosting of our Website and Applications, error and bug tracking, data storage and analysis, technical and user support, and email delivery. We may provide those service providers with, or authorize those service providers to access, your personal information, including personally identifiable information. In certain cases, third party service providers may collect information from you directly on our behalf (for example, web data analytics providers or support desk system providers).

All third party service providers we engage will use the information only to provide services to us and will keep the information confidential. Our third party service providers are not allowed to augment, extend, or combine personal information shared with them with information from third party sources. If we learn that any third party service provider has misused personal information which we have provided to them or to which we have allowed them access, we will delete that personal information (and potentially all of the personal information) held for us by that third party service provider.

We do not presently share any personal information with any of our affiliates or subsidiaries.

Analytics Data

NoRedInk uses the Analytics Data to enable us to figure out how often users use parts of the Services, so that we can customize and improve those Services. As part of our use of such information, we may provide such Analytics Data to our partners (only in a de-identified and aggregated format) about how our users use the Services. We may link Analytics Data to personal information that we collect through the Services, but we will only use the information in this form internally (for example, to customize your experience), and will not disclose it in linked format to third parties.

Business Transfers and Delegation

In the event of our acquisition, merger, the sale of our assets, or if we go out of business, enter bankruptcy, or go through some other change of control, we can and will transfer your personal information to the successor to business or assets, but we will not transfer your personal information unless the buyer or acquirer (1) intends to maintain and provide the Applications as a going concern and (2) agrees to honor the terms of this Privacy

Policy, including providing notice and an opportunity for you to cease use of the Applications before any changes to the terms of this Privacy Policy take effect.

Protection of NoRedInk and Others

Always subject to our obligations under “Legal Compliance” above, we reserve the right to access, read, preserve, and disclose any information that we reasonably believe is necessary to comply with law or court order; enforce or apply our conditions of use and other agreements; or protect the rights, property, or safety of NoRedInk, our employees, our users, or others. If we are required to disclose your personal information by a government or legal request, we will notify you of that request if we are permitted to do so by the law governing that request.

Security

Your Applications account is protected by a password for your privacy and security, and you select that password, so we encourage you to select a strong password. If you use an SSO Account to access your Applications account, you may have additional or different sign-on protections via that third party site or service. You should prevent unauthorized access to your Applications account and the personally identifiable information in that Applications Account by selecting and protecting your password and/or other sign-on mechanism appropriately, not sharing those sign-on credentials with anyone, and limiting access to your computer or device and browser by signing off after you have finished accessing your account.

We endeavor to protect the privacy of your account and other personal information we hold in our records, and we use industry standard data security measures to protect your personal information. This includes: (1) only storing your personal information under our control, (2) using two-factor authentication for our [personnel] to access your personal information, (3) implementing physical access controls to those areas where personal information is stored, (4) limiting access to your personal information to only those of our personnel who need to have that access to do their jobs, and (5) encrypting all of your personal information both in transit and at rest. We also regularly conduct audits of our security practices to make sure that they are up to date. Unfortunately, we cannot guarantee complete security. Unauthorized entry or use, hardware or software failure, and other factors, may compromise the security of user information.

In the event of an unauthorized disclosure of your personal information, we will provide notice as required by applicable law.

You should also be aware that:

- If you are a student, your teacher and your school administrators can access your Applications account and its personally identifiable information.
- If you are a teacher, your school administrator can access your Applications account and its personally identifiable information.

This means that your Applications account security is only as good as the security precautions of the teachers and school administrators who can access your Applications account, and you should check with them about those precautions and their information handling policies.

Retrieving, Changing and Deleting Information

We store Analytics Data and information collected through the Website separately from the information stored in the Applications. We have no meaningful ability to provide you with information concerning Analytics Data. For personally identifiable information collected through the Website (e.g., by signing up for a mailing list), please contact us at support@noredink.com or use [this web form](#) if you would like us to delete that information, or if you would like to know which personal information of yours we have or have shared with third parties.

We use technical efforts to ensure the integrity of the personal information we collect and store. However, because we receive all personal information either from you directly, or from the school or school district with which you are affiliated, we have no ability to determine the accuracy of that information, and rely on you or the relevant school or school district to either correct or inform us of any inaccuracies so that we can correct them.

Through your Applications account settings, you may access, and, in some cases, update or delete the personally identifiable information in your Applications account. Please note that in some cases, the information in your Applications account can only be changed by your teacher, school, or school district, and you cannot change it yourself. In that case, you will need to contact the relevant person in your school or school district.

Parents or guardians may request that we cease collection of personal information about their child. If you are a parent or guardian and would like to request that personally identifiable information regarding your child (or, if you are a teacher, a child that is in your class) be updated or personal information about your child no longer be collected (and/or that it be deleted) and you do not have the ability to do so yourself, please contact us at support@noredink.com. In most cases we will refer your request to the relevant school or school district, but if you or your child is are not affiliated with a school or school district, we will respond to your request within 10 calendar days of our receipt of such request.

You may be able to add or update information as explained above. By filling out [this form](#), you may request that we delete your Applications account, or provide you with a list of all personal information of yours we have or have shared with third parties. In most cases we will refer your request to the relevant school or school district, but if you or your child are not affiliated with a school or school district, we will respond to your request within 10 calendar days of our receipt of such request.

Generally speaking, unless a legal request has been made for a user's personally identifiable information, we do not retain and will delete personally identifiable information in Applications accounts within a reasonable period after we are informed the Applications account will no longer be used, or if it becomes inactive and we are unable to contact the relevant user, their school or school district. We may use aggregated or de-identified information derived from your personally identifiable information after you update or delete it, but not in a manner that would identify you personally.

The information you can view, update, and delete may change as the Services change. If you have any questions about viewing, updating or deleting information we have on file about you, please contact us at support@noredink.com.

United States Operation

As a matter of our practices and policies, we adhere to the principles set out the European Union General Privacy Directive, however our Services are operated from the United States, and the privacy laws of the United States may not be as protective as those in your jurisdiction. If you are located outside of the United States and choose to use the Services or provide your information to us, you agree that your information will be transferred, processed, and stored in the United States. Your use of the Services represents your agreement to this practice. For the purposes of the GDPR, we act as a data controller for the personal data which we collect directly from users who interact with us outside of an agreement we have with school or school district, but we act as a data processor for the personal data which we collect and process as part of our agreement with a school or school district. We have established an individual within our executive team as our data protection officer, who can be reached at privacy@noredink.com.

Changes to this Privacy Policy or our Data Practices

We will alert you to material changes to this Privacy Policy, to the context in which we collect personal information, or to our personal information collection practices, at least 30 days before they take effect. We will also alert you if we become aware of an inconsistency between our data collection practices and our contract

with you. We will provide such notices by placing a notice on [noredink.com](https://www.noredink.com), by sending you an email, and/or by some other means. We do reserve the right to effect important changes more quickly as needed, as in the case of a requirement for legal compliance, a security threat or other emergency situation, or if we are granting you more rights than you had under the previous version of the Privacy Policy. Those important changes will be effective immediately. Please note that if you've opted not to receive legal notice emails from us (or you haven't provided us with your email address), those legal notices will still govern your use of the Services, and you are still responsible for reading and understanding them. If you continue to use the Services after any changes to the Privacy Policy have been made effective, that means you consent to all of the changes.

Questions; Contacting Us

We have answered some specific questions [here](#). If there are any questions regarding this Privacy Policy we may be contacted using the information below.

support@noredink.com

118 2nd Street, 3rd Floor, San Francisco, CA 94105

Specific State Student Data Protection Laws

Statute	As of Date
Connecticut General Statutes 10-234aa – 10-234dd	2/21/2020
Illinois Student Online Personal Protection Act, 105 ILCS 85/1; Illinois School Student Records Act (ISSRA), 105 ILCS 10/1 et seq. & 23 IAC 375	2/21/2020
Montana Pupil Online Personal Information Protection Act (Montana House Bill 745)	2/21/2020
New York State Education Law Section 2-D	2/21/2020
Texas Education Code Chapter 32, Subchapter D	2/21/2020
Code of Virginia § 22.1-287.02	2/21/2020

Version History

Effective since Effective until Policy

April 1, 2021 [Link](#)

April 1, 2020 April 1, 2021 [Link](#)

April 29, 2015 April 1, 2020 [Link](#)

noredink

[Product](#) [Premium](#) [Case Studies](#) [Curriculum](#)

[About Us](#) [Our Values](#) [Team](#) [Careers](#) [Press](#) [Blog](#)

[Help](#) [Help Center](#) [Resources](#) [Contact](#)

[Site Usage](#) [Privacy Policy](#) [California Privacy Notice](#) [Terms of Service](#)

Copyright 2021 © NoRedInk Corp.

PRIVACY POLICY

1. WHAT IS COMMONLIT?

CommonLit, Inc. (collectively with any subsidiaries, "CommonLit", "we", or "us") is a non-profit organization that delivers high-quality, free instructional materials to support literacy development for students in grades 3-12. To achieve this goal, we must collect certain information from our users, subject to this Privacy Policy and our Terms of Service.

This Privacy Policy describes our practices regarding information we collect through our web sites, including www.CommonLit.org, mobile features, applications and any other interactive features or services owned or controlled by CommonLit that post a link to this Privacy Policy (each, a "Service" and collectively, the "Services"), as well as any information we collect offline and combine in our databases. Certain features discussed in this Privacy Policy may not be offered on each Service at any particular time. Note that we combine the information we collect from you through all of our websites, mobile applications, and other Services.

Note about Children: As required by applicable law and our Terms of Service, children under the age of 13 in the U.S. (and a higher age if required by the applicable law in another country) may only use our Services with the express prior consent of a parent or legal guardian. If you are a Teacher or Administrator, you must obtain all necessary parental consents before allowing students to create an account or use the Services.

2. WHAT IS THIS POLICY?

WE FULLY DESCRIBE OUR PRIVACY PRACTICES BELOW IN THIS PRIVACY POLICY. THIS SUMMARY PROVIDES AN OVERVIEW OF SOME IMPORTANT INFORMATION REGARDING OUR USE AND SHARING OF YOUR INFORMATION, AND THIRD PARTIES WHO MAY SERVE ADVERTISEMENTS AND WHO MAY SET COOKIES OR WEB BEACONS OR SIMILAR TRACKING TECHNOLOGIES WHEN YOU USE THE SERVICES. PLEASE READ THE ENTIRE PRIVACY POLICY VERY CAREFULLY. BY USING ANY SERVICE, YOU AGREE TO BE BOUND BY THIS PRIVACY POLICY IN ITS ENTIRETY.

Information collection/How we use your information: We primarily use the information we collect when you use the Services in connection with your relationship with CommonLit, your use of the Services, and for sending you information from us. This may include connecting you to other members of the CommonLit community. Please review the "[What information does CommonLit Collect?](#)" and "[How does CommonLit use the information it collects?](#)" sections of this Privacy Policy for a full description of the information we collect, including Personal Information (as defined below), and how we use that information.

Information Sharing: Remember that if you create a Profile (as defined below) or share personal information with other users on the Services, your information may be visible to others. However, student data will only be visible to their teachers, and students cannot share data with other students. Note that we do not share your Personal Information with third parties for their marketing purposes; however, we may share your Personal Information

under certain limited circumstances. For more details, please review the section below entitled "Will CommonLit share any of the information it collects?"

Third party analytics providers: We work with analytics service providers and other vendors to provide us with information regarding traffic on the Services, including the pages viewed and the actions users take when visiting the Services and to provide us with information regarding the use of the Services.

CommonLit never conducts advertising or marketing activities on the Services or using Personal Information. Please review "Third Party Analytics Providers" for additional information.

3. WHAT INFORMATION DOES COMMONLIT COLLECT?

INFORMATION SHARED WITH US

1. Registration and Other Information You Provide

The Services may collect "Personal Information" (which is information that can reasonably be used, alone or in combination with other reasonably available information, to identify or contact a specific individual). Personal Information includes, but is not limited to, student data, metadata, and user content. This may include a name, email address, username, password, or assessment results. Any information combined with Personal Information will be treated as Personal Information.

2. Your Account Page and Community Forums

Your Account Page: Teachers must create an Account that contains the teacher's name, password, email, role, and school. Students or teachers may create student accounts which contain their names, passwords, grade level, and may contain emails. Teachers cannot view students' Account pages; however, teachers are able to view the name, email, and grade level of each of their students. Teachers may be able to view the name and email address of other teachers at their same school, but cannot view another teacher's Account Page.

Community Communications: The Services may provide teachers the opportunity to participate and post content that would be visible to other teachers, through interactive features and through other communication functionality ("Community Communications").

Note that anything you post to a Community Communication may be visible to others.

3. Third Party Services, Social Media Platforms, and Information Third Parties Provide About You

Third parties may provide us with information about you. For example, if you are on a third party web site, and you opt-in to receive information from us, that third party will forward information about you to us so that we may contact you as requested.

The Services may permit interactions between the Services and a third party web site or service, such as enabling you to "like" a product within our Services or "share" content to other web sites. If you choose to "like" or "share" content or to otherwise post information from or via the Services to a third party web site, feature or application, that information may be publicly displayed, and the third party web site may have access to information about you and your use of our Services. Similarly, if you publically post information on a third party platform that references

CommonLit or one of the Services, your post may be published on our Services in accordance with terms of that third party. These features may collect your IP address or other Device Identifier, which page you are visiting on our web site, and may set a cookie to enable the third party feature to function properly. Third party features and applications are either hosted by a third party or hosted directly on our Services. Your interactions with these features are governed by the privacy policy(ies) of the company(ies) providing it.

The information we collect is subject to this Privacy Policy. The information collected and stored by the third party remains subject to the third party's privacy practices, including whether the third party continues to share information with us, the types of information shared, and your choices with regard to what is visible to others on that third party web site and service. The third party may allow you to remove the application or feature, in which case we will no longer collect information about you through the application or feature, but we may retain the information previously collected in compliance with all applicable laws.

INFORMATION WE COLLECT AUTOMATICALLY

Like other web sites and online services, we and our analytics providers, vendors and other third party service providers may automatically collect certain "Usage Information" whenever you access and use the Services. For example, we may collect information regarding when a user downloads resources such as pdfs or the pages a user accesses.

Usage Information may include the browser and operating system you are using, the URL that referred you to our Services (if applicable), the search terms you entered into a search engine that lead you to our Services (if applicable), all of the areas within our Services that you visit (including information about any ads you may view), and the time of day you used the Services, among other information. We may use Usage Information for a variety of purposes, including to select appropriate content to display to you and to enhance or otherwise improve the Services and our products.

In addition, we automatically collect your IP address or other unique identifier ("Device Identifier") for any computer, mobile phone or other device (any, a "Device") you may use to access the Services. A Device Identifier is a number that is automatically assigned to your Device used to access a Service, and our servers identify your Device by its Device Identifier. Some mobile service providers may also provide us or our third party service providers with information regarding the physical location of the Device used to access a Service, internet service provider (ISP), date and time of your visit, browser language, browser type, referring and exit pages and URLs, amount of time spent on particular pages, which parts of our Services you use, which links you click, search terms, operating system, traffic and related statistics, keywords, and/or other general browsing or usage data. Usage Information is generally non-identifying, but if we associate it with you as a specific and identifiable person, we treat it as Personal Information.

Usage Information is collected via tracking technologies, including:

1. Cookies: Our Services utilize Cookies to improve your current and future experience by allowing us to understand your usage of our Services. For example, cookies help our systems recognize you if you return to our Services shortly after exiting them. Cookies are small text files stored on your computer that allow us to personalize the content of our Services. Cookies can be turned off via your browser settings if you so choose. However, if you turn your cookies off, some features of our Services may not function properly.

2. An Embedded Script: is programming code that is designed to collect information about your interactions with the Services, such as the links you click on. The code is temporarily downloaded onto your computer or other device from our server or a third party service provider and is deactivated or deleted when you disconnect from the Services.

In addition, we may use a variety of other technologies that collect similar information for security and fraud detection purposes.

3. HTML5: We use Local Storage Objects (LSOs) such as HTML5 to store content, information and preferences. Third parties with whom we partner to provide certain features on our site use LSOs such as HTML 5 & Flash to collect and store information.

Various browsers may offer their own management tools for removing HTML5 LSOs.

How We Respond To Do Not Track Signals:

Please note that your browser setting may allow you to automatically transmit a "Do Not Track" (DNT) signal to websites and online service you visit. DNT is a privacy preference that users can set in certain web browsers to inform websites and services that they do not want certain information about their webpage visits collected over time and across websites or online services. However, we do not recognize or respond to browser-initiated DNT signals, as the internet industry is still working to determine what DNT means, how to comply with DNT, and how to create a common approach to responding to DNT. To find out more about "Do Not Track", please visit <http://www.allaboutdnt.com>.

4. HOW DOES COMMONLIT USE THE INFORMATION IT COLLECTS?

We may use information about you, including Personal Information, the information you provide in your Profile, User Content, and Usage Information to:

1. Allow you to participate in features we offer or to provide related customer service, including, without limitation, to respond to your questions, complaints or comments;
2. Tailor content, recommendations and offers we display to you, both on the Services and elsewhere online;
4. Process your registration with our Services, including verifying your e-mail address is active and valid;
5. Improve the Services and for internal business purposes, including the measurement of ad effectiveness;
6. Contact you with regard to your use of the Services and, in our discretion, changes to our policies; and
7. Permit other CommonLit users to contact you, and vice versa; and
8. As described in the Privacy Policy and for purposes disclosed at the time you provide your information or otherwise with your consent.

Please note that information submitted on the Services via a "Contact Us" or other similar function may not receive a response. We will not use the information provided via these functions to contact you for marketing purposes unrelated to your request unless you agree otherwise.

5. WILL COMMONLIT SHARE ANY OF THE INFORMATION IT COLLECTS?

CommonLit does not share your Personal Information with third parties for their marketing purposes in compliance with all applicable laws (including California Business & Professions Code section 22584 ("SOPIPA"), and California Education Code section 49073.1). CommonLit may share non-Personal Information, such as aggregate or de-identified user statistics, demographic information and Usage Information with third parties.

We also may share your Personal Information with third parties with your consent (if permissible under applicable law), as disclosed at the time you provide us with information, and as described below or otherwise in this Privacy Policy:

1. Service Providers

We will share your Personal Information with third parties to provide services to us or you in connection with the Services, but subject to confidentiality obligations which limit their use and disclosure of such information. For example, we may provide your Personal Information to companies that provide services to help us with our business activities, sending our emails, or offering customer service. If you purchase any merchandise, our billing partner will receive billing, shipping and financial information (e.g., credit card numbers) necessary to process your charges, including your postal and e-mail addresses, depending on your payment method.

2. Administrative, Legal Reasons & Academic Integrity Investigations

We may also disclose your information, including Personal Information, in response to a subpoena, court order, or when otherwise required by law; in response to bankruptcy proceedings; to defend our rights; in response to a request from law enforcement; to provide information to a claimed owner of intellectual property who claims that content you have provided to us infringes on their rights; upon request of or as otherwise authorized by an academic institution connected to an investigation into academic integrity; to protect and/or defend any applicable Terms of Use or other policies applicable to the Services; or to protect the personal safety, rights, property or security of any organization or individual.

We may also use Device Identifiers, including IP addresses, to identify users, and may do so in cooperation with copyright owners, Internet service providers, wireless service providers or law enforcement agencies in our discretion. These disclosures may be carried out without your consent or without notice to you.

3. Business Transitions

CommonLit may share Personal Information with its parent, subsidiaries and affiliates, and investors primarily for business and operational purposes so long as any recipient agrees to comply with this Privacy Policy and applicable law with regard to such Personal Information. In the event that CommonLit goes through a business transition, such as a merger, acquisition by another company, or sale of all or a portion of its assets, bankruptcy, or other corporate change, including, without limitation, during the course of any due diligence process, your information, including Personal Information, will likely be among the assets transferred.

You will be notified via email and/or a prominent notice on Services of any completed change in ownership or uses of your Personal Information, as well as any choices you may have regarding your Personal Information. This Privacy Policy will become binding upon the new owner of the information until amended.

4. Testimonials

We display personal testimonials of satisfied adult users on our Services in addition to other endorsements. With your consent, we may post your testimonial along with your name. If you wish to update or delete your testimonial, you can contact us via email by clicking here.

6. HOW DOES COMMONLIT WORK WITH THIRD PARTIES?

NO THIRD PARTY ADVERTISING

CommonLit will never use any Student Data to advertise or market to students or their parents. We will not mine Student Data for any purposes other than those agreed to by the parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.

THIRD PARTY ANALYTICS PROVIDERS

We work with analytics service providers and other vendors to provide us with information regarding traffic on the Services, including the pages viewed and the actions users take when visiting the Services and to provide us with information regarding the use of the Services.

THIRD PARTY CONTENT, LINKS TO OTHER SITES, AND COMMONLIT CONTENT FOUND OUTSIDE OF THE SERVICES

Certain content provided through the Services may be hosted and served by third parties. In addition, the Services may link to third party web sites or content over which CommonLit has no control and which are governed by the privacy policies and business practices of those third parties. In addition, third-parties may have different privacy policies which apply to such third party use of your information.

Please also note that CommonLit content may be included on web pages and web sites that are not associated with us and over which we have no control. These third parties may independently collect data. CommonLit is not responsible or liable for the privacy practices or business practices of any third party.

7. WHAT HAPPENS IF I ACCESS COMMONLIT'S SERVICES THROUGH A MOBILE DEVICE?

If you use the Services through a mobile device or one of our mobile applications, you agree that CommonLit may store and use that information for security purposes (for example, for user verification or authentication and to ensure that our APIs are being used appropriately).

8. HOW DOES COMMONLIT PROTECT CHILDREN'S INFORMATION?

Protecting the privacy of young children is especially important to CommonLit. For that reason, we created certain features designed to help protect Personal Information relating to children who are less than 13 years of age, or higher age if required by applicable law ("Child Users").

CommonLit does not knowingly permit Child Users to use our Services without prior, express consent from a parent or legal guardian, except through agreements with schools or districts or as otherwise permitted under the Children's Online Privacy Protection Rule (COPPA) and the Family Educational Rights and Privacy Act (FERPA). If we learn that Personal Information of a Child User has been collected on our Services without prior parental consent, then we will take appropriate steps to delete this information. If you are a parent or guardian ("Parent") and discover that your child under the age of 13 (or a higher age if required by applicable law) has a registered account with our Services without your consent, please contact your child's school and alert CommonLit at security@commonlit.org and request that we delete that child's personal information from our systems.

HOW DOES A CHILD REGISTER AND USE THE SERVICES?

Child Users cannot obtain a User Account without first receiving a prompt from their school. CommonLit obligates schools and teachers (or other authorized individuals) to first obtain any necessary parental consents before permitting children to register for a User Account or use the Services.

WHAT CHILDREN'S INFORMATION IS VISIBLE TO OTHERS?

No student's profile is made available or visible to the public through CommonLit. If a teacher utilizes certain features on a device in the classroom, other students may be able to view information that is displayed by the teacher in the classroom, but students can't view each other's individual student profiles.

Parents: To review your child's User data you must request the information from your child's teacher.

9. HOW DOES COMMONLIT PROTECT AND STORE MY INFORMATION?

CommonLit takes data security very seriously. CommonLit takes commercially reasonable technical, physical, and administrative security measures designed to protect the Personal Information submitted to us, both during transmission and once we receive it. Such measures vary depending on the sensitivity of the information at issue. Measures taken to protect your data include:

- We continually test CommonLit's security practices for vulnerabilities
- We periodically review our information collection, storage and processing practices, including physical security measures, to guard against unauthorized access to systems
- We continually develop and implement features to keep your personal information safe - for example, all traffic to and from our application is over secure, encrypted protocols (SSL/TLS).
- We ensure passwords are stored securely using encryption and salted one-way hashing
- We also operate a 'bug bounty' security program to encourage an active community of third party security researchers to report any security bugs to us. More information on this is available by contacting us at security@commonlit.org.

- Every CommonLit employee participates in training on the importance of and methods for protecting Personal Information. Training consists of how to remain compliant with federal and state regulations (e.g. FERPA, COPPA, and SOPPA), CommonLit policies, and general security posturing to protect student data (including techniques such as Two Factor Authentication, Drive Encryption, creating and managing strong passwords, etc).
- All CommonLit employees are trained in security practices and procedures designed to keep Your Data under strict internal controls.
- Developers peer-review code to make sure changes adhere to best practices for security.
- Administrators are knowledgeable of security practices and harden the infrastructure with necessary patches, monitor security resources for advisories and vulnerabilities, and scan the environment and application to ensure that student information remains secure.

Please note that no method of transmission over the Internet, or method of electronic storage, is 100% secure. Therefore, while we strive to use commercially reasonable means to protect your Personal Information, we cannot guarantee its absolute security.

How will CommonLit handle a data breach or security incident?

In the event that CommonLit becomes aware of a data breach impacting your Personal Information, we will provide notification in compliance with all applicable laws. For example, we may post a notice on our homepage (www.CommonLit.org) or elsewhere on the Service, and may send email to you at the email address you have provided to us. Depending on where you live, you may have a legal right to receive notice of a security breach in writing.

CommonLit has procedures in place that are designed to stop threats that may expose personally identifiable information, restore Services to full functionality, and document and take proactive steps to ensure the incident cannot be repeated. CommonLit will also preserve necessary evidence for investigation by security professionals and law enforcement as appropriate. In the unlikely event of an unauthorized disclosure of records, CommonLit will follow its internal procedures, which articulates how to report the problem to internal and external stakeholders. The notification process includes any information that can identify which customers and students may have been impacted, the data that may have been accessed, CommonLit's process to inform affected customers, and steps to prevent the incident from happening again as appropriate.

In the unlikely event of an unauthorized disclosure of Data, CommonLit has implemented a process for responding to incidents and notifying affected individuals and, if applicable, law enforcement personnel.

If you have any questions about security on our Services, you can email us by clicking [here](#).

10. HOW CAN I OPT-OUT OF SHARING, PROVIDING, OR RECEIVING CERTAIN INFORMATION?

Providing Personal Information: You can always decline to share personal information with us, or even block all cookies. However, it's important to remember that many of CommonLit's features may not be accessible, or may not function properly - for example, we may not be able to remember your language preferences for you.

Email Communication: You can opt-out of receiving further communications by clicking the unsubscribe button at the bottom of an email.

11. HOW CAN I ACCESS AND MANAGE MY PERSONAL INFORMATION?

You may be able to review the information you provided to us on a Service and make any desired changes to the information, or to the settings for your account on that Service, by logging in to your account for that Service and editing or deleting the information.

12. WHAT COMMUNICATIONS WILL I RECEIVE FROM COMMONLIT AND HOW DO I LIMIT THEM?

CommonLit may send you information by email or may post notices on the CommonLit homepage (www.commonlit.org).

You may choose to stop receiving certain emails from CommonLit by using the unsubscribe button at the bottom of the CommonLit email. However, we reserve the right to send you information on our behalf and on behalf of third parties in connection with providing the Services. If you no longer want to receive information from us, you will need to close your account for that Service.

13. HOW DO I CLOSE MY ACCOUNT?

If you wish to close your account with one of our Services, please send your request via email by clicking here and we will remove your Personal Information and Profile, if applicable, from the active databases for the Service(s) you request. Please let us know which Service(s) you wish to close and, if applicable, send your request using an email account that you have registered with CommonLit under your name. You typically will receive a response to a request sent to this account within five business days of our receiving it. Requests to change your email preferences or unsubscribe from all emails may not be made through this email address, but rather must be submitted through one of the channels set out in the previous section.

14. HOW LONG DOES COMMONLIT KEEP MY INFORMATION?

Upon termination of your Account, CommonLit will take commercially reasonable steps to delete any Sensitive Information from its live databases in a reasonable amount of time not to exceed ninety (90) days. You understand and agree that CommonLit may continue to have Sensitive Information in archive files or similar databases. You further agree that CommonLit has no obligation to delete aggregated or de-identified information. CommonLit may retain and use aggregated and de-identified information for any purpose that is consistent with laws and regulations.

Even if your account is closed, information may remain in backup or archive records and we may retain certain data relevant to preventing fraud or future abuse or for legitimate business purposes, such as analysis of aggregated, non-personally-identifiable or de-identified data, account recovery or if required by law. All retained data will continue to be subject to the applicable privacy policy for the Service. Also, if you have posted content on or

through the Services, such as in Community Communications, we may not be able to delete it.

15. HOW WILL COMMONLIT NOTIFY ME OF CHANGES TO THIS POLICY?

We will notify you of material changes to the Privacy Policy on our Website and/or by email, and make additional efforts to notify customers of material changes that impact the treatment of data collected through our Services.

CommonLit may update this Privacy Policy at any time and any changes will be effective upon posting. Upon any update the "Last Updated" date at the top of this policy will be updated. In the event that there are material changes to the way we treat your Personal Information, you are responsible for regularly reviewing this Privacy Policy and your CommonLit account for notice of such modifications. Your continued use of the Services following an update to this Privacy Policy will constitute your acceptance of the updated Privacy Policy.

Our Privacy Policy was last updated on **May 25, 2018**.

16. WHAT IF I DON'T LIVE IN THE U.S.? CONSENT TO TRANSFER

The Services are operated in the United States. If you are located outside of the United States, please be aware that information we collect will be transferred to and processed in the United States. By using the Services, or providing us with any information, you fully understand and unambiguously consent to this transfer, processing and storage of your information in the United States, a jurisdiction in which the privacy laws may not be as comprehensive as those in the country where you reside and/or are a citizen.

IMPORTANT INFORMATION FOR USERS IN THE EUROPEAN ECONOMIC AREA

The following information only applies to users in the European Economic Area (EEA), provided that we are the controller of their personal information as described below.

Controller

If you use the Services through your employer, school or another organization, that organization is the controller of your personal information and all questions or requests regarding your rights under European data protection legislation (including the rights described under Your rights below) or the processing of your personal information, should be directed to the organization. CommonLit is the organization's processor and uses your personal information only as instructed by the organization.

If you do not use the Services through an organization, CommonLit is the controller of your personal information and can be reached using the contact details in "How can I contact CommonLit with questions" section.

References to "personal information" in this policy are equivalent to "personal data" governed by European data protection legislation.

Legal bases for processing

We process your personal information on the following legal bases:

Processing purpose (including sharing for such purposes as described above)	Legal basis
To provide the Services	Processing is necessary to provide the Services or to take steps that you request prior to requesting the Services.
To communicate with you about the ServicesTo send you marketing communicationsFor research and developmentTo create aggregated or anonymous data for analytics For security, compliance, fraud prevention and safetyBusiness transfers	These processing activities constitute our legitimate interests. We do not use your personal information for activities where your data protection interests override these legitimate interests (unless we have your consent or are otherwise required or permitted to by law).
To comply with law	Processing is necessary to comply with our legal obligations.
With your consent	Processing is based on your consent. Where we rely on your consent you have the right to withdraw it anytime in the manner indicated at the time consent is requested.

Please note that we rely on legitimate interests as the basis for processing your data in the limited circumstances set out below:

- In situations where we obtain your personal data from a source other than you, we process your data on the basis of legitimate interests, until the earlier of either (a) the point at which you provide your consent; or (b) the point at which you ask us to stop processing your data on the basis of our legitimate interests;
- We will archive information about your use of our services, even after you withdraw your consent to our processing of your data. This information will only be used in very limited circumstances, such as for defending legal claims relating to contracts we have with you or a third party and retention for audit purposes relating to commercial contracts; and
- We will use information relating to your use of our services for statistical analysis and research purposes; however, we remove personally-identifying information such as name and email address before we do so.

Cross-border data transfer

In the event that we transfer your personal information out of the EEA to countries not deemed by the European Commission to provide an adequate level of protection for personal information, the transfer will be based on safeguards recognized by the European Commission as providing adequate protection, where required by EU data protection legislation. Please contact us to request further information on the specific mechanism used by us when transferring your personal information out of the EEA.

Your rights

You may ask us to take the following actions in relation to your personal information that we hold:

Access. Provide you with information about our processing of your personal information and give you access to your personal information.

Correct. Update or correct inaccuracies in your personal information.

Delete. Delete your personal information.

Transfer. Transfer a machine-readable copy of your personal information to you or a third party of your choice.

Restrict. Restrict the processing of your personal information.

Object. Object to our reliance on our legitimate interests as the legal basis of our processing your personal information, where that processing adversely impacts your legal rights.

You may send us these requests by emailing us at help@commonlit.org. We may request information from you to help us confirm your identity and process your request. Applicable law may require or permit us to reject part or all of your request. If we reject your request, we will tell you why, subject to legal restrictions. If you would like to submit a complaint about our use of your personal information or response to your requests regarding your personal information, you may contact us at help@commonlit.org or submit a complaint to the data protection regulator in your jurisdiction. You can find your data protection regulator here.

Retention

We will only retain your personal information for as long as necessary to fulfill the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements. To determine the appropriate retention period for personal information, we consider the amount, nature, and sensitivity of the personal information, the potential risk of harm from unauthorized use or disclosure of your personal information, the purposes for which we process your personal information and whether we can achieve those purposes through other means, and the applicable legal requirements.

18. HOW CAN I CONTACT COMMONLIT WITH QUESTIONS?

If you have questions or comments about this Privacy Policy, please contact us via email by clicking [here](#) or contact us at: security@commonlit.org.

Gimkit Privacy Policy

Last updated September 11, 2020

Overview

We are honored that educators, parents, and students choose to use Gimkit to create memorable learning experiences every day. We believe Gimkit should be the safest place possible for our Users and have implemented this Privacy Policy to preserve the integrity of our community of students, educators, and parents.

This Privacy Policy covers the use of our website application www.gimkit.com (for ease "Gimkit", "we" or "us" is used in this policy). "Educators" refers to teachers and anyone with an Educator account. The purpose of our Privacy Policy is to let you know what information we collect and how that information is used. We will notify you of any changes to this policy however, we recommend you check back to keep up to date on this policy.

Our commitment to our community:

- We never sell or share your personal information.
- We do not advertise on Gimkit.
- You own your Kits and all other content you contribute or create on Gimkit.
- We use industry best practices to securely store and transmit your information.
- You have the right to request and remove your personal information.
- We follow and are committed to FERPA and COPPA compliance protocols.
- We strive for transparency and we will notify you if our privacy policies change for any reason.
- Our system is set up to automatically deactivate your account and remove any personal information after 18 months of inactivity. We will alert you by email before we take this action.

If you do not agree to this Privacy Policy, please do not use Gimkit.

You can reach us anytime to discuss this policy or ask questions: privacy@gimkit.com

Information Gimkit Collects

The Personal Information we collect may have personally identifiable features, including name and email address. The information noted below is the only personal information we collect and you have full control of maintaining its accuracy and notifying us if you wish to have the information removed.

We need to collect and process Personal Information noted below to provide the requested Services to you, or because we are legally required to do so.

If you submit any Personal Information relating to other people to us or to our service providers in connection with the Services, you represent that you have the authority to do so and to permit us to use the information in accordance with this Privacy Policy.

Educator Accounts

When you create an Educator Account, you are representing to us that you are at least eighteen (18) years of age or older. To create an Educator Account for you we ask for:

- First and last name
- Email address
- Your school
- Discipline/subject

This information is stored only for the purposes of creating your Account and to deliver and improve the Services as further described in this policy.

When you create an Educator Account, we also ask for, but do not store the following information, for the purposes of determining your school:

- Zip Code
- State

We collect information regarding your school so that we have the ability to offer discounted Group pricing to schools that have large numbers of teachers.

We collect information regarding your discipline/subject to make creating content faster for you in the future and to help us categorize the content you create in an effort to make public content in Gimkit more accessible to the community.

Student Personal Information

Educators provide consent for the collection of Student personal information as discussed under the COPPA Compliance section of this Privacy Policy, below. Students can use Gimkit without providing any data or personal information to us and without creating an account.

When a Student participates in a Gimkit game or creates content (text, images, photographs, links, or any other kind of content) using the Service, the information we collect, including first name, last initial, email address, and participation data generated from gameplay will be stored in our Service as per the consent provided by the Educator.

FERPA Compliance

While we don't anticipate that the data created by using GIMKIT constitutes FERPA Records today, if such data does amount to FERPA Records we agree to comply with the regulations of FERPA.

Gimkit encourages gameplay that may result in scores or results that might be subject to the Family Educational Rights and Privacy Act (FERPA). If this is the case, then you designate Gimkit to serve as a "School Official" (as used in FERPA regulations) under the direct control of the respective school concerning the maintenance of FERPA Records.

COPPA and Students

Notice to Parents and Schools

Under the United States Children's Online Privacy Protection Act ("COPPA"), verifiable parental consent is needed to collect, use, or disclose personal information (e.g., full name and email address) from each User under 13 years old. In accordance with COPPA, a teacher or Educator may act as the agent of the parent or legal guardian of a Student and provide consent on behalf of the parent for Gimkit's collection, use, and disclosure of the Student's personal information. By enrolling a Student under 13 to use the Service, the School provides such consent to us and agrees that the Students' activities while on the Service are subject to our Terms of Service.

This Privacy Policy does not govern any School's collection, use, or disclosure of a Student User's personal information through the Service, and we are not responsible for any such collection, use, or disclosure. Parents should contact the teacher or Educator directly to understand the Educator's privacy practices or to request to access, change or delete information collected by the Educator in connection with the Service that cannot otherwise be accessed, changed or deleted as described in this Privacy Policy.

As required under COPPA, parents can make certain choices regarding how their child's information is used. Parents should submit these requests to the teacher or Educator, and the teacher or Educator, as the parent's agent, must pass those requests to us by emailing hello@gimkit.com.

Parent's Choices Regarding Information on Students Under 13

Under COPPA, parents of Students under 13 have certain rights with respect to our collection, use, retention, and disclosure of their Students' information. This includes the right to review, update, or delete Student information, as well as prohibit our sharing Student information with third parties. Parents can exercise these rights by contacting the Student's Educator, and the Educator should submit these requests, on the parent's behalf, to Gimkit by emailing hello@gimkit.com. Notwithstanding any such requests, we may continue to share the Student information for non-Service purposes as described in "Information We Share" below.

A parent should request deletion of the Student's information (such as email submitted for joining a Class) through the Educator. Upon receiving such requests, the Educator can request deletion of the Student's information by emailing hello@gimkit.com. This will delete the Student information from our live databases. We will not have any liability whatsoever for any termination of the account or related deletion of the Student information. When we delete personal information, it will be deleted from our active databases but may remain in our archives for up to 30 days.

Schools and Gimkit Educators should always obtain parental consent for a Student under 13 to use the Service. You can use your school's or district's forms and documentation for obtaining parental consent as well as Gimkit's **Parent Consent Form** (https://drive.google.com/file/d/1GIN_ILrXD47C66XDggn4d-pN4jBi8oj/view?usp=sharing)

Personal Information Gimkit Collects

The Personal Information we collect may have personally identifiable features, including name and email address. The information noted below is the only personal information we collect and you have full control of maintaining its accuracy and notifying us if you wish to have the information removed.

Personal Information that we collect that may identify an individual or relates to an identifiable person, include:

- Name (*required* for all accounts)
- Email address (*required* for all accounts)
- School or organization (only for Educator accounts)

- School or university (only for Educator accounts)
- Educator interests/subjects (only for Educator accounts)
- Grade level (only for Educator accounts)
- Financial information (required when purchasing Gimkit paid subscriptions)

Collection and Use of Information

a) Registration. Educators, parents, guardians, school or administrators may create an account by entering their name, email address, and password or registering through their Google or Microsoft accounts. Educators may be asked for additional information including their school, the grade level(s) they teach, and area of expertise. Students may be asked for information including name and email address. If you use a Google or Microsoft account to register with us, your name and email address will be shared with us to set up your account. This information will be stored securely only to use for account registration and management purposes.

We do not and will not send spam, sell, or rent your email address information to third parties. For Educator accounts, we send an email upon account creation to confirm that your account is set up. We may send you tips, newsletters, marketing, promotional materials, or other information that may be of interest to Gimkit members. You may opt-out of receiving any, or all, of these communications from us by following the unsubscribe link at the bottom of any email we send to you.

We dislike cluttered inboxes as much as you do. We won't send you more than two marketing emails a month. All other emails will be in service of helping you use and understand Gimkit, product updates, and new features.

b) Analytics and Logging. For Gimkit to function and for our continued improvements to the service, we (or third parties listed below) automatically collect certain types of information, such as browser type, referring site, and the date and time of each visitor request. Third parties we utilize only collect certain data and analytics so we can better understand how Gimkit is being used and for debugging problems within Gimkit.

We never share this information beyond our third-party partners and we never sell your information to advertisers or anyone else.

Information collected generally includes:

- Where visitors come from
- How long visitors stay for
- What kind of device is being used
- What pages are accessed
- What features are used
- IP Address

c) Google Analytics. Gimkit uses Google Analytics to collect usage information. Google Analytics uses cookies to track visits to Gimkit and it cannot be used by anyone but Google. Google's collection and use of this information is governed by the Google Analytics Terms of Use and the Google Privacy Policy. You can prevent Google Analytics from recognizing you by disabling cookies on your browser. Cookies are described in more detail below.

d) Cookies. A cookie is a text file that is placed on the hard disk of your computer or mobile device by a server. Session cookies expire when you end your session and close your browser interface. Cookies cannot be used to run programs or deliver viruses to your computer or mobile device. Cookies are uniquely assigned to you, and can only be read by a server in the domain that issued the cookie to you. We use cookies to help us identify and track visitors, their usage of and preferences on our website. Visitors who do not wish to have cookies placed on their computers

or mobile devices should set their browsers to "Refuse Cookies" before using our App, with the drawback that certain features of Gimkit may not function properly without the aid of cookies.

e) Payment Processing. We use Stripe to process payments for paid portions of Gimkit. Payment details are collected directly by the payment processor and we do not store or collect any of this information. For more information on Stripe's practices please visit Stripe's [Services Agreement](#) and [Privacy Policy](#).

f) Location Information & IP Addresses. We do not collect or store location data through your use of Gimkit. Internet Protocol addresses indicate the location of a User's computer or mobile device on a network connected to the Internet. Providing Services to you may result in the logging of IP addresses for systems administration, troubleshooting purposes, and to prevent prohibited account sharing. While this may be used to infer an approximation of your location when using certain features of Gimkit, we only log IP addresses for the reasons above, to track network traffic on our servers, and to help prevent server attacks. If you are an account holder, we may link IP addresses to personally identifiable information to monitor account sharing and prevent prohibited activity.

g) Data Aggregation. In addition to the other uses described in this Policy, we may use information from the activities you engage in a non-identifiable method. We primarily use non-personal data and related information for the purpose of providing and improving Gimkit's core product (the game, Gimkit), gameplay, and further developing the ease of use for the students and educators who create, share, teach, learn, and play using Gimkit. We do internal research to analyze trends and develop new features, game modes, and updates. We never share or sell aggregated, non-personal information.

How We Handle Personal Information

We take all measures reasonably necessary to protect against the unauthorized access, use, alteration, or destruction of potentially personally-identifying information. We disclose potentially personally-identifying information only on an as-needed (or required) basis as follows:

- With our employees that: (i) need to know that information to process it on our behalf or to provide the Services; and (ii) that have expressly agreed not to disclose it to others.
- As required by law (including but not limited to COPPA and FERPA regulations) such to comply with a subpoena or similar legal process. To the extent we are legally permitted to do so, we will take commercially reasonable steps to notify you if we are required to provide your personal information to third parties as part of a legal process.
- When we believe in good faith that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud, or respond to a written government request
- If we become involved in a merger, acquisition, or any form of sale of some or all of its assets. In the event of a merger, acquisition, or any form of sale of some or all of our assets, we will ensure that the acquiring organization agrees to protect personal information in accordance with the commitments we have made in this Privacy Policy, and that the acquiring organization will provide notice before personal information, customer information, or business information becomes subject to a different privacy notice.

Information We Share

Gimkit may use certain third-party service providers to help us provide, analyze and improve our services (this includes but is not limited to data storage, maintenance services, payment processing, web analytics, email communications, and management). The third parties we select may have access to your information only to support our services and have similar expectations with caring for privacy information. As of the date of this policy,

Gimkit utilizes the following third-party providers listed below. This list may be updated from time to time. Please visit our [Third Party List](#) for our complete, updated list of third parties we work with and what we utilize them for.

- Digital Ocean for hosting and operating Gimkit's game servers
- Heroku for website hosting; non-game servers
- Atlas for securely storing and organizing data
- Retool for customized internal tools (e.g. Groups management)
- Sentry for error tracking
- Stripe for payment processing
- Cloudinary for image and audio uploads
- Google Analytics for analytics on our website
- Crisp Messaging for help desk, customer support, and event tracking
- Mailjet for email communications (reset password, account verification, marketing emails, etc.)
- Basecamp for internal communications
- Slack for internal communications
- Notion for internal documentation and legacy invoice management
- Pear Deck for Flashcard Factory import

Third-party applications are accessible through Gimkit, however, this privacy policy does not apply to the privacy practices of other applications whose links may appear on or through the services. Gimkit is not responsible for the content or privacy practices of these third parties and we recommend you check their policies before using them.

We plan to partner with like-minded companies and if we do we will require our partners to sign data privacy agreements where each partner agrees to protect your personal information.

Security

To prevent unauthorized access, safeguard data accuracy, and maintain the appropriate use of information, we have put in place appropriate physical, technical, and administrative procedures to protect the personal information data you submit. We make every effort to ensure the integrity and security of our network and systems. However, since the Internet is not 100% secure and as new technology evolves and emerges, we cannot guarantee that our security measures will prevent third-party interferences from illegally obtaining or tampering with your personal information.

We encourage you to help us by also taking precautions to protect your personal data when you use the Services. Change your Account password often, using a combination of letters, numbers, and characters, and make sure you use a secure connection.

How would Gimkit deal with a security breach?

Although we make a concerted good faith effort to maintain the security of personal information, and we work hard to ensure the integrity and security of our systems as per best industry standards, no practices are 100% immune, and we can't guarantee the security of information. Outages, attacks, human error, system failure, unauthorized use or other factors may compromise the security of User information at any time. If such event were to happen this is how we would respond:

- *Initial Notice:* Upon the discovery of a breach of security that results in the unauthorized release, disclosure or acquisition of personal information, we will notify electronically, not later than 48 hours, such discovery to all affected Users so that you can take appropriate protective steps. This initial notice will include, to the

extent known at the time of the notification; the date and time of the breach, its nature and extent, and our plan to investigate and remediate the breach.

- **Detailed Notification:** Upon discovery of a breach, we will conduct a deep investigation in order to electronically provide, not later than 5 days, all affected Users with a more detailed notice of the breach, including but not limited to the date and time of the breach; nature and extent of the breach; and measures taken to ensure that such breach does not occur in the future. We may also post a notice on our homepage (www.gimkit.com) and, depending on where you live, you may have a legal right to receive notice of a security breach in writing. Where, and in so far as, it is not possible to provide all of the aforementioned information at the same time, we will provide you with the remaining information without undue further delay.

Both notifications will be written in plain language, will be titled "Notice of Data Breach" and will present the information described above under the following heading: "What Happened", "What Information Was Involved", "What We Are Doing", "What You Can Do" and "For More Information." Additional information may be provided as a supplement to the notice.

Rights of California Residents

California Consumer Privacy Act

If you are a California resident, we process your personal data in accordance with the California Consumer Privacy Act (CCPA). This CCPA section of our Privacy Policy contains information required by the CCPA and supplements our Privacy Policy.

Sale. We do not sell your personal information. So, we do not offer an opt-out to the sale of personal information.

Rights. You have the right to request that we (i) disclose what personal information we collect, use, disclose, and sell and (ii) delete your personal information. You may make these requests yourself or through an authorized agent. If you use an authorized agent, we may request information from you or the agent demonstrating that the agent is acting on your behalf.

If you are an Educator or Student, you must exercise your rights through www.gimkit.com. If you have an additional request or questions after contacting us through www.gimkit.com, or if you are not an Educator or Student, you may exercise their rights by contacting Gimkit by email at hello@gimkit.com. We may ask for additional information to validate your request before honoring the request.

You have a right not to receive discriminatory treatment if you exercise your CCPA rights. We will not discriminate against you if you exercise your CCPA rights.

Personal Information Processing. In the bulleted list below, we outline the categories of personal information we collect, the sources of the personal information, our purposes of processing, and the categories of third-party recipients with whom we share the personal information. For a description of the data included in each category, please see the **Information Gimkit Collects** section ****above****.

Categories of Personal Information:

Educator Personal Information

- Sources of personal information: Submission by Educator and third party account providers such as Microsoft or Google

- Purposes of Processing (Collection and Sharing with Third Parties): Provide, improve and develop the Service; provide customer service; communicate with Educators including as related to events, opportunities, news and technical or administrative messages; comply with applicable laws; and for other purposes with Educator permission
- Recipients: Service providers and Educator-directed individuals and entities including other Users and external sites

Student Personal Information

- Sources of personal information: Submission by Educator, Students and third party account providers such as Microsoft or Google
- Purposes of Processing (Collection and Sharing with Third Parties): Provide, improve and develop the Service, provide customer service, communicate with Students including as related to technical or administrative messages; comply with applicable laws
- Recipients: Service providers and Educator-directed individuals and entities including other Users and external sites

Automatically Collected Information

- Sources of personal information: Interactions with Users, including Educators and Students
- Purposes of Processing (Collection and Sharing with Third Parties): Provide, improve and develop the Service; provide customer service; comply with applicable laws; and for other purposes with User permission
- Recipients: Service providers and User-directed entities

Personal Information Collected through Cookies and Similar Technologies

- Sources of personal information: Interactions with Users, including Educators and Students
- Purposes of Processing (Collection and Sharing with Third Parties): Provide, improve and develop the Service; provide customer service; communicate with Users including as related to events, opportunities and news; comply with applicable laws; and for other purposes with User permission
- Recipients: Service providers and User-directed entities

While the bulleted list above contains the primary sources and purposes of processing for each category of personal information, we may collect personal information from any of the sources listed in the Information Gimkit Collects section above. Similarly, we may process any category of personal information for any of the purposes described in the Use of Personal Information above. Disclosures of personal information for business or commercial purposes. As indicated in the Information We Share section, we may share personal information with third parties for various business and commercial purposes. The primary business and commercial purposes for which we share personal information are the purposes of processing listed in this section. However, we may share any category of personal information for any of the business and commercial purposes in the Information We Share section of this policy above.

Other Rights

Gimkit complies with California's "Shine the Light" law, as applicable. Gimkit does not share Students' personal information with third-party marketers (notably, Gimkit does not share the personal information of ANY User with third party marketers). If you are a California resident you can request a list of personal information about you we have disclosed to third parties in the preceding calendar year, as well as the names and addresses of those third



Blooket Privacy Policy

Last updated January 25, 2021

Blooket LLC operates Blooket.com. We would first like to thank the users and educators who have made this website possible. The privacy of our users is very important to us.

Blooket LLC ("BLOOKET") is concerned about the protection of privacy of all of our users. Blooket wants you to be familiar with how we collect, use and disclose information. This Privacy Policy describes our practices in connection with information that we collect through websites operated by us from which you are accessing this Privacy Policy (the "Website") and through HTML-formatted email messages that we send that link to this Privacy Policy (collectively, the "Services"). By providing Personal Information to us, you agree to the terms and conditions of this Privacy Policy.

**BLOOKET IS COMMITTED TO REMAINING AN AD FREE SERVICE TO OUR USERS.
BLOOKET WILL NOT ADVERTISE IN ANY FORM ON THE SITE.**

This Privacy Policy explains:

- What information Blooket collects from you (and why we collect it).
- How we use and share that information.
- The choices you have, including how to access, update and delete your information.
- This Policy applies to all services offered by Blooket LLC (hereinafter referred to as "Blooket," "we," "us," and "our,").
- This policy applies to Blooket Users and Visitors as well as educators and schools who utilize the service in a classroom setting. Blooket users are our registered account holders. Blooket Visitors are parties invited to play a game or engage in homework by a registered user or school. The only information collected from visitors is a username of their choice.

We have done our best to write this Policy in simple, clear terms. We encourage you to read it carefully, together with any other privacy notice we may provide on specific occasions when we are collecting or processing personal information about you, so that you are aware of how and why we are using such information.

- Purpose of processing: provide access to and use of Blooket.com.
- Legal grounds: processing based on user consent, contract performance and the legitimate interest of the company or third parties.
- Recipients: Blooket third-party service providers which help provide the Service. Please see the Security measures section of this Privacy Policy for more information.

- User rights: access, rectification, erasure, restriction, objection and data portability (see the Blooket Privacy Principles section of this Privacy Policy).
- Inquiries: for inquiries regarding this Privacy Policy please contact Blooket at contact-us@blooket.com or at the physical address listed at the end of this Policy.
- Additional information: to be found in Blooket's Terms of Service and this Privacy Policy.

Personal information is any information you provide to us that personally identifies you, like your name or email address, or any other information which we could reasonably link to your identity. We will only collect, use, and share your personal information in accordance with this Privacy Policy. This Policy applies whether you use Blooket through [Blooket.com](https://www.blooket.com). In addition, this Privacy Policy also covers Blooket's treatment of any personal information about our users that our partners or other services might share with us. This Policy does not apply to websites or services or practices of companies that Blooket does not own or control. These other services have their own privacy policies, and we encourage you to review them before providing them with personal information. At the end of this Privacy Policy you will find a list with our third-party service providers and a link to their privacy policies, as well as an overview to how, why and under which conditions they might process your personal information. Whether you are new here (welcome!), or have been using Blooket for a long time (welcome back!), please do take the time to get to know our privacy practices. We believe them to be fairly clear and friendly, but if you have any questions, we are here to help. To learn more about how we protect your privacy, send us an email at contact-us@blooket.com. BY USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU ACCEPT AND AGREE TO THIS PRIVACY POLICY. This Privacy Policy applies to your use of the Blooket Services and personal data transferred to third countries which do not ensure an adequate level of data protection. In addition to the foregoing, and to further secure transfers of personal data to the United States, Blooket also complies with the EU-US and Swiss-US Privacy Shield Frameworks as set forth by the US Department of Commerce regarding the collection, use and retention of personal information from European Union member countries, the United Kingdom and Switzerland, respectively. Blooket remains responsible for any of your personal information that is shared under the Onward Transfer Principle with third parties for external processing on your behalf, as described in the Europe section of this Privacy Policy.

Blooket

Blooket provides a game-based learning tool that can be played through most web browsers (<https://www.blooket.com>). Blooket is an exciting new take on trivia and review games! Blooket creates an engaged learning environment that motivates students. One player or teacher hosts the game, and everyone else competes on their own devices.

Blooket Privacy Principles

In collecting and processing your personal information, we will comply with the data protection laws and regulations in force at the time. This requires that the personal

information we hold about you must be:

- Used lawfully, fairly and in a transparent way.
- Collected only for valid purposes that we have clearly explained to you and not used in a way that is incompatible with those purposes.
- Relevant to the purposes we have told you about and limited only to those purposes.
- Accurate and kept up-to-date.
- Kept only as long as necessary for the purposes we have told you about.
- Kept securely.

Collection of Personal Information

Blooket collects personal information from users in order to provide the Service. Concretely, the personal information of students and teachers is collected and used for the following purposes:

- To create the necessary accounts to use the Service.
- To assess the quality of the Service.
- To secure and safeguard personal information.
- To access premium features, if applicable.
- To comply with all applicable laws on the protection of personal information.

Rights Regarding Personal Information

Your rights relating to your personal information include:

- to be informed about how Blooket uses your personal information;
- to request access to personal information held by Blooket, and to have any incorrect, inaccurate or incomplete personal information rectified;
- where appropriate, to restrict processing concerning you or to object to processing;
- to have personal information erased where there is no compelling reason for its continued processing; and
- where applicable, to portability of personal data, that is to say, to receive your personal information in a structured and commonly used format.

Responsibilities of Users of Blooket.com

We require that your personal information is accurate. Please let us know if the personal information you provided us for creating your account has changed. If we do not have the correct information, we cannot take responsibility for information-related errors. Additionally, if we determine that you are in violation of this Policy, you will be subject to disciplinary action that could eventually lead to the banning of your account.

Transparency and Choice

We try to be transparent about what information we collect, so that you can make meaningful choices about how it is used. For example, you can:

- Access and manage your account information by using the account settings within Blooket.
- Delete your account and information.

Notice

When providing you with information on the processing of your personal information, such as its collection, transfer to other countries, types or identity of third parties to which we disclose that information and the purposes for which we do so, we will make sure that such information is provided in clear and understandable language. Also, initial notice on our practices and policies will be provided when you are first asked to provide personal information to us, or as soon as practicable thereafter, and in any event before we use the information for a purpose other than that for which it was originally collected.

Change of Purpose

We will only use your personal information for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason which is compatible with the original purpose. If we need to use your personal information for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

Contract Performance

When you create a Blooket account, you provide your first and last name and an email address. We require those data elements for you to enter into the Terms of Service agreement with us, and we process those elements on the basis of performing that contract.

Consent

Please note that Blooket provides its Service upon explicit consent given by you when signing up. Prior to signing up, we will direct you to our Terms of Use and this Privacy Policy. When signing up, you will be declaring to have read such policies and to consent to them. Remember, nonetheless, that you will be able to withdraw your consent at any time by deleting your account by contacting Blooket to have your account deleted. EDUCATIONAL INSTITUTIONS AND EDUCATORS UTILIZING THE SERVICE ARE RESPONSIBLE FOR MONITORING THE RIGHTS AND INTERESTS OF THEIR STUDENTS AND MUST THEREFORE TAKE SPECIAL CARE WHEN REVIEWING THIS PRIVACY POLICY. EDUCATIONAL INSTITUTIONS AND EDUCATORS SHALL BE RESPONSIBLE FOR OBTAINING, WHERE APPLICABLE, PERTINENT CONSENT FROM PARENTS, LEGAL GUARDIANS OR ELIGIBLE STUDENTS (THOSE WHO ARE 18 YEARS OF AGE OR ATTEND A POSTSECONDARY INSTITUTION) PRIOR TO UTILIZING THE SERVICE. BLOOKET SHALL NOT BE RESPONSIBLE FOR ANY NEGLIGENCE OF THE EDUCATIONAL INSTITUTION IN THE REVIEWING OF THIS PRIVACY POLICY OR THE OBTAINMENT, WHERE APPLICABLE,

OF THE NECESSARY PARENTAL CONSENT. U.S. Educational Institutions and Parental Consent: Consistent with the requirements of COPPA, if you or your school decide to utilize the Service with children under 13, you will be electing to either obtain parental consent or to consent on behalf of the children's parents directly, which is commonly referred to as "school consent." At the same time, yet subject to exceptions, FERPA prohibits schools from disclosing personally identifiable information from a student's education record to a third party without written consent from the parent or eligible student. Accordingly, schools must either obtain parental consent, or ensure that their use of Blooket meets one of FERPA's exceptions to the written consent requirement. Typically, schools are exempted from obtaining parental consent under FERPA when Blooket is identified as a "school official," meaning Blooket is performing an institutional service or function for which the school would otherwise use its own employees. Educators and schools may disclose certain information about students under the exception to FERPA's general prior consent rule that are set forth in the statute and the regulations for the disclosure of "directory information" if the school follows certain procedures set forth in FERPA. (34 CFR § 99.31(a)(11).) FERPA defines "directory information" as information contained in the education records of a student that would not generally be considered harmful or an invasion of privacy if disclosed. Typically, "directory information" includes information such as name, address, telephone listing, date and place of birth, participation in officially recognized activities and sports, and dates of attendance. A school may disclose "directory information" to third parties without consent if it has given public notice of the types of information which it has designated as "directory information," the parent's or eligible student's right to restrict the disclosure of such information, and the period of time within which a parent or eligible student has to notify the school in writing that he or she does not want any or all of those types of information designated as "directory information." The means of notification could include publication in various sources, including a newsletter, in a local newspaper, or in the student handbook. The school could also include the "directory information" notification as part of the general notification of rights under FERPA. The school does not have to notify a parent or eligible student individually.

European Educational Institutions and GDPR: According to article 8 of the GDPR, minors shall be entitled to give valid consent only if they are 16 years old (unless Member States have set a lower age limit which, nonetheless, cannot be under 13 years old). Under that age limit, processing of personal information related to minors shall be subject to parental consent. Schools are in control of their students' personal information and are obliged to take all necessary measures for protecting said information. This means that schools will have to be especially cautious when contracting any service that may require disclosure of student personal information. In other words, schools are data controllers in terms of GDPR and thus determine the purposes and means of the processing of student personal data. As a consequence, schools will also be responsible for informing students and their parents accordingly about what data is collected, which are the purposes of collection, how data is used and to which third parties it is disclosed, including Blooket.

Legitimate Interests

Generally, the remainder of the processing of personal information we perform is necessary for the purposes of our legitimate interests or those of third parties. For example, for legal compliance purposes or to maintain ongoing confidentiality, integrity, availability and resilience of Blooket's systems, website, and overall services, we must keep logs of Technical Information. As foreseen in the "Restrictions" and "Account Bans" sections of our Terms of Service, the breach of certain rules in the use of the Service may lead to the suspension or indefinite ban of your account, depending on the severity of the offense. In the event of an indefinite account ban, Blooket may keep part of your personal information, such as, but not limited to, IP address and email address, to prevent you from accessing or using the Service.

Notice of Changes of Policy

We may occasionally update this Privacy Policy. You can see when the last update was by looking at the "Last Updated" date at the top of this page. We will not reduce your rights under this Privacy Policy without your explicit consent. If we make any significant changes, we will provide prominent notice by posting a notice on the Service and/or notifying you by email (using the email address you provided) prior to and after changes taking effect, so you can review and make sure you're aware of them. We encourage you to review this Privacy Policy from time to time, to stay informed about our collection, use, and disclosure of personal information through the Service. If you do not agree with any changes to the Privacy Policy, you may delete your account (although we will be sad to see you go!). By continuing to use the Service after the revised Privacy Policy has become effective, you acknowledge that you accept and agree to the current version of the Privacy Policy.

Protecting the Privacy Rights of Children

Blooket permits registered users to invite visitors to the website. Visitors are only required to provide a username to play a game or complete a homework assignment. Blooket permits children under the age of thirteen to become users only with parental consent.

Blooket collects the minimal amount of information from users necessary to create accounts on our Service. Beyond this information, users and visitors can submit responses. In addition to the information entered by the child, we automatically collect some information from any use of our Service as set forth in the "Information Collected Automatically" section. We use this information to provide the Service to the child, for security and safety purposes, or as required by law or to enforce our Terms. We will not require children to provide more personal information than is reasonably necessary in order to participate in the Service. If we discover that we have collected information from a child in a manner inconsistent with COPPA, FERPA or any other applicable laws or regulations, we will take appropriate steps to delete the information. We do not disclose any personal information about children to third parties, except to service providers necessary to provide the Service, as required by law, or to protect the security of the Service or other users. Information collected from students (including personal information and information collected automatically) is never used or disclosed for third-party advertising, including any kind of first- or third-party behaviorally

targeted advertising, and children's personal information is never sold or rented to anyone, including marketers or advertisers.

Blooket does not permit children under the age of 13 (a "Child" or "Children") to create an account without the consent and at the direction of a Parent or School official consenting in loco parentis. Children under 13 may create an account with the parent's consent.

When Blooket is used by a School in an educational setting, we may rely on the School to provide the requisite consent for Blooket to collect information from a School User under the age of 13, in lieu of parental consent.

Information regarding Children

No student's profile is made available or visible to the public, or to any other students, through Blooket. If the teacher chooses to display Blooket in their classroom by projecting via a smartboard or interactive whiteboard, students physically present in that classroom may see other students' usernames, responses, comments or total scores. EDUCATIONAL INSTITUTIONS AND TEACHERS SHALL MAKE A RESPONSIBLE USE OF THE SERVICE AND AVOID COMPROMISING CHILDREN'S PERSONAL INFORMATION AT ALL TIMES WHEN DISPLAYING BLOOKET IN THE CLASSROOM. BLOOKET SHALL NOT BE HELD LIABLE FOR THE INAPPROPRIATE USE OF THE SERVICE BY THE EDUCATIONAL INSTITUTION OR THE TEACHER.

Storage of Data

We store the data of visitors including usernames in order to allow users to evaluate the homework or evaluate participation in games.

- Minimal information: As mentioned before, Blooket collects the minimal amount of information from students necessary to utilize our Service: we ask student who are invited to play the games or participate in homework to only create a username. Students who join as users with parental consent or who are above specified ages only provide names, email addresses and usernames. Consistent with the requirements of FERPA and COPPA in the United States and of GDPR in Europe, among other applicable laws, we only collect, use, share, and retain student personal information for purposes for which we were authorized by the educational institution/agency, teacher or the student. Beyond this information, students can submit responses depending on the activities they are assigned, that will remain private between teacher and student. In addition to the information entered by the child, we automatically collect some information from any use of our Service as set forth in the "Information collected automatically" section.
- Deleting inactive accounts: Blooket will delete inactive accounts and data in compliance with the data retention policy of the company.

After deletion of the account or data, Blooket may retain copies and/or backups of the mentioned information for a maximum term of eighteen (18) months. Nevertheless, Blooket shall not be responsible for the accidental loss or destruction of data on behalf of users. Blooket will not be obliged to recover erased data stored in backups when erasure is

attributable to users. EDUCATIONAL INSTITUTIONS UTILIZING THE SERVICE ARE RESPONSIBLE FOR COMPLYING WITH THE RETENTION OF STUDENT EDUCATION RECORDS FOR AS LONG AS LEGALLY APPLICABLE. STUDENT PROGRESS MAY BE SAVED FOR EITHER SHORTER OR LONGER PERIODS THAN THE ONES STATED ABOVE IF SO DECIDED BY THE EDUCATIONAL INSTITUTION. TEACHER ACCOUNTS WILL BE PROVIDED WITH NECESSARY TOOLS TO MANAGE AND DELETE STUDENT INFORMATION. BLOOKET SHALL NOT BE RESPONSIBLE FOR ERASURE OF STUDENT PROGRESS DUE TO ACCOUNT DELETION AFTER AN EXTENDED PERIOD OF INACTIVITY OR BECAUSE OF THE VOLUNTARY ELECTION TO DELETE TEACHER ACCOUNTS. SCHOOL OFFICIALS MAY REQUEST DELETION OF STUDENT INFORMATION AND CONTENT AT ANY TIME BY CONTACTING BLOOKET AT CONTACT-US@BLOOKET.COM.

Parental Choices

Any parents that want copies of their children's personal information that we may have stored can contact their children's school personnel to that end. If a parent has authorized an account, they also may contact Blooket to retrieve their child's personal information. At any time, the school can also refuse to permit us to collect further personal information from its students, and can request that we delete the personal information we have collected from them by contacting us at contact-us@Blooket.com. Please keep in mind that deleting records may require us to terminate the account in question. Also remember that before we can share the information with the school, or delete it per your request, we will, by reasonable means, proceed to verify the identity of the requester.

Information Collected

Blooket collects two types of information about you: (1) information that you voluntarily provide us by using the Blooket Service (described below under "Information you provide to us") and (2) information collected automatically as result of your use of the Service (described below under "Information collected automatically"). The types and amounts of information collected will vary depending on whether the user is a visitor to the site invited to participate in a game. Only minimal information is collected for both users and visitors

Information You Provide to Us

There are currently two categories of users on our Service: users and visitors. We collect and store the following types of information from each type of user:

- **Account Sign-up and Profile Information:** To create a Blooket account, you may be asked to provide some basic information. If you create an Blooket account as a user, you will be asked to enter your first name, last name, username, password and email. Visitors who participate in games will be asked only for a username.
- **Contact Information:** When you choose to provide us with your personal information through the Service in some other manner (e.g., when you request a quote for upgrading to a "Blooket Plus", when you submit a copyright claim or report any media

on our platform, when you send us an email asking a question, or submit a support request).

- **Billing Information:** When subscribing to any of our "Blooket Plus" options, you will be asked to provide necessary information for processing the payment (e.g., credit/debit card number). As further explained in the Security Measures section of this Privacy Policy, payments are processed over Stripe through their third party website service.

Information Collected Automatically

Like most web-based services, we (or our service providers) may automatically receive and log information on our server logs from your browser or your device when you use the Service. For example, this could include the frequency and duration of your visits to Blooket. If you use Blooket on different devices, we may link the information we collect from those different devices to help us provide a consistent Service across your different devices. If we do combine any automatically-collected information with personal information, we will treat the combined information as personal information, and it will be protected as per this Privacy Policy. The technologies and information we automatically collect include:

- **Cookies and Other Similar Technologies:** We (or our service providers) may use various technologies to collect and store information when you visit our Service, including clear GIFs (also known as "web beacons"), "tags", "scripts", and "cookies". We also make use of persistent secure cookies: persistent cookie remains after you close your browser (although they can be removed) and may be used by your browser to identify you on subsequent visits to the Service. We may also use, collect and store information locally on your device using mechanisms such as browser web storage (including HTML 5). Like many services, Blooket uses these technologies to tailor the Service for you, and to help the Service work better for you - for example, by remembering your language preferences.
- **Device Information:** We collect, through our third-party analytics services, device-specific information such as your operating system, hardware version, device settings, file and software names and types, battery and signal strength, and device identifiers. This helps us measure how the Service is performing, improve Blooket for you on your particular device, and send you push notifications if you've opted in to receive them.
- **Log Information:** Like most online services, when you use our Service, we automatically collect and store certain information in our server logs. Examples include:
 - Details of how you used our service, such as your activity on the Service, and the frequency and duration of your visits to the Blooket Website.
 - IP Address.
 - Device event information such as crashes, system activity, hardware settings, browser type, browser language, the date and time of your request and referral URL.

This information helps us make decisions about what we should work on next - for example, by showing which features are most (or least!) popular.

- **Location Information:** When you use our Service we may collect and process information about your geographic location, for example through GPS, Bluetooth, or Wi-Fi signals. We collect coarse (i.e., city-level) location data. We will not store or track your device location on an ongoing basis or without your permission. We do not share precise geolocation data with third parties, other than our service providers as necessary to provide the Service.

Automated Decision Making and Profiling

Automated Decision Making (ADM) refers to a decision which is taken solely on the basis of automated processing of your personal data. This means processing using, for example, software code or an algorithm, which does not require human intervention. Profiling means using automated processes without human intervention (such as computer programs) to analyze your personal information in order to evaluate your behavior or to predict things about you which are relevant in the context of using Blooket, such as what kind of games or Blooket sets you utilized. As profiling uses automated processing, it is sometimes connected with automated decision-making. Not all profiling results in automated decision-making, but it can.

Use of Information by Blooket

First and foremost, you should know that Blooket does not sell or rent any personal information to any third party for any purpose including for advertising or marketing purposes. We use the information we collect from you to provide you with the best Blooket experience. More specifically, this information is used to:

- Provide and improve the Service, for example by developing new products and features.
- Respond to your requests for information or customer support.
- Customize the Service for you, and improve your experience with it.
- Send you information about new features and Blooket products we believe you may be interested in.
- Most crucially, to protect our community by making sure the Service remains safe and secure.

We use automatically collected information (described in the "Information Collected Automatically" section above) to provide and support our Service, and for the additional uses described in this section of our Privacy Policy.

Storage of Data

We store your personal information for as long as it is necessary to provide products and Services to you and others, including those described above pursuant to our Data Retention Policy. Deletion will affect any on-going paid subscriptions, which will be immediately cancelled. Note we may retain and use de-identified data (i.e., data which has been stripped

off all information that can be used to identify a person) for purposes of research, improvement of our products and services, and/or the development of new products and services. We may also have to retain some information after your account is deleted, to comply with legal obligations, to protect the safety and security of our community or our Service, or to prevent abuse of our Terms. In case we keep copies or backups of personal information, such copies or backups will be kept for a maximum term of eighteen (18) months after the deletion of your account.

Security Measures

First and foremost, you should know that Blooket does not sell or rent your, or your students' personal information to any third party for any purpose - including for advertising or marketing purposes. Furthermore, we do not share personal information with any third parties except in the limited circumstances described in this Privacy Policy. No student profiles are made available to the general public through our Service. Furthermore, students cannot share their account information with anyone on Blooket. If you are a user, you may choose to share information or content through the Service with other Blooket users - for example, things like your account information or Blooket sets. Please keep in mind that information (including personal information or children's personal information) or content that you voluntarily disclose to others - including other Blooket users you interact with through the Service can be viewed, copied, stored, and used by the people you share it with. We cannot control the actions of people with whom you choose to share information.

- **Service Providers:** We do work with vendors, service providers, and other partners to help us provide the Service by performing tasks on our behalf - we can't build everything ourselves, after all! We may need to share or provide information (including personal information) to them to help them perform these business functions, for example sending emails on our behalf, database management services, database hosting, providing customer support software, and security. Generally, these service providers do not have the right to use your personal information we share with them beyond what is necessary to assist us. Additionally, these service providers must adhere to confidentiality and security obligations in a way that is consistent with this Privacy Policy.
- **Analytics Services:** We use analytics services, including mobile analytics software, to help us understand and improve how the Service is being used. These services may collect, store and use information in order to help us understand things like how often you use the Service, the events that occur within the application, usage, performance data, and from where the application was downloaded.
- **Aggregated Information and Non-Identifying Information:** We may share aggregated, non-personally identifiable information publicly, including with users, partners or the press in order to, for example, demonstrate how Blooket is used, spot industry trends, or to provide marketing materials for Blooket. Any aggregated information shared this way will not contain any personal information.

- **Legal Requirements:** We may disclose personal information if we have a good faith belief that doing so is necessary to comply with the law, such as complying with a subpoena or other legal process. We may need to disclose personal information where, in good faith, we think it is necessary to protect the rights, property, or safety of Blooket, our employees, our community, or others, or to prevent violations of our Terms of Service or other agreements. This includes, without limitation, exchanging information with other companies and organizations for fraud protection or responding to government requests.
- **Sharing with Blooket Companies:** Over time, Blooket may grow and reorganize. We may share your personal information with affiliates such as a parent company, subsidiaries, joint venture partners or other companies that we control or that are under common control by us, in which case we will require those companies to agree to use your personal information in a way that is consistent with this Privacy Policy.
- **Change of Control:** In the event that all or a portion of Blooket or its assets are acquired by or merged with a third party, personal information that we have collected from users would be one of the assets transferred to or acquired by that third party. This Privacy Policy will continue to apply to your information, and any acquirer would only be able to handle your personal information as per this policy (unless you give consent to a new policy). We will provide you with notice of an acquisition within thirty (30) days following the completion of such a transaction, by posting on our homepage, and by email to your email address that you provided to us. If you do not consent to the use of your personal information by such a successor company, you may request its deletion from the company. In the unlikely event that Blooket goes out of business, or files for bankruptcy, we will protect your personal information, and will not sell it to any third party.
- **With your Consent:** Other than the cases above, we won't disclose your personal information for any purpose unless you consent to it. Additionally, as discussed above, we will never sell or rent your personal information to advertisers or other third parties.

Do Not Track

Blooket does not track its users over time and across third-party websites to provide targeted advertising and therefore does not respond to Do Not Track (DNT) signals.

Blooket's Third-Party Service Providers

It is important to us that we keep your information safe and secure. To best provide our services, and keep your information safe, we work with a few other companies (we can't do it all ourselves!). These companies ("third-party service providers", "collaborators" or "agents") will only have access to the information they need to provide the Blooket service. Below is a list of the service providers which, subject to their terms of service and privacy policies, may have access to personal data to process on our behalf in accordance with our instructions, Privacy Policy and any other requirements regarding confidentiality, security or integrity:

- Google Services for analytics on our website ("Google Analytics"), for mobile analytics ("Fabric") and for spam and abuse protection ("reCAPTCHA").
- Cloundinary for creating, managing and delivering digital images and media across any browser.
- SendGrid to manage and automate email communications.
- MongoDB is a general purpose, document-based, distributed database built for modern application developers and for the cloud era.
- Heroku is a platform used to host the main website servers.
- Stripe as a payment processing service.

This list may change over time, and we will work hard to keep it up-to-date. Blooket reserves the right to change or add service providers which provide services in concert with the provisions of this agreement.

Accountability for Onward Transfer

We will transfer your personal information to third-party service providers only for limited and specific purposes. We will obtain contractual assurances from our collaborators that they will safeguard personal information in a manner consistent with this Policy and that they will provide the same level of protection as per best industry standards. We recognize our responsibility and potential liability for onward transfers to agents. Where we have knowledge that an agent is using or disclosing personal information in a manner contrary to this Policy and/or level of protection as required by applicable laws and regulations, we will take reasonable steps to prevent, remediate or stop such use or disclosure. If we transfer personal information to non-agent third parties, that is to say, any new collaborators that are not included in the previously mentioned list, we will (1) notify you with all necessary information on any key elements affecting the processing of your personal data, and (2) obtain contractual assurance from these parties that they will provide the same level of security as per best industry standards and in accordance with any applicable laws and regulations.

Blooket Account Security

Your Blooket account is protected by a password. You can help us protect your account from unauthorized access by keeping your password secret at all times. The security of your personal information is important to us. We work hard to protect our community, and we maintain administrative, technical and physical safeguards designed to protect against unauthorized use, disclosure of or access to personal information, such as:

- Security Protocols: We periodically review our information collection, storage and processing practices, including physical security measures, to protect against unauthorized access to systems.
- Security Technology: We continually develop and implement features to keep your personal information safe - for example, when you enter any information anywhere on

the Service, we encrypt the transmission of that information using secure socket layer technology (SSL) by default.

- We ensure passwords are stored and transferred securely using encryption and hashing.
- Employee Access: We use best-effort practices to secure usernames, passwords and any other means of gaining access to users' data.

Notification of Security Breaches

Although we make concerted good faith efforts to maintain the security of personal information, and we work hard to ensure the integrity and security of our systems as per best industry standards, no practices are 100% immune, and we can't guarantee the security of information. Outages, attacks, human error, system failure, unauthorized use or other factors may compromise the security of user information at any time.

- Initial Notice: Upon the discovery of a security breach that results in the unauthorized release, disclosure or acquisition of personal information, we will notify electronically of such discovery to all affected users. This initial notice will include, to the extent known at the time of the notification, the date and time of the breach, its nature and extent, and the Service's plan to investigate and remediate the breach.
- Detailed Notification: Upon discovery of a breach, we will conduct a deep investigation in order to electronically provide all affected users with a more detailed notice of the breach, including but not limited to the date and time of the breach; nature and extent of the breach; and measures taken to ensure that such breach does not occur in the future. We may also post a notice on our homepage (www.Blooket.com) and, depending on where you live, you may have a legal right to receive notice of a security breach in writing. When it is not possible to provide all of the aforementioned information at the same time, we will provide you with the remaining information without undue further delay.

Both notifications will be written in plain language, will be titled "Notice of Data Breach" and will present the information described above under the following heading: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do" and "For More Information". Additional information may be provided as a supplement to the notice.

Managing My Information

Upon request and in accordance with the applicable laws and regulations, we will grant you reasonable access to your personal information that is held by Blooket. In addition, we will take reasonable steps to permit you to correct, amend, or delete your personal information that is demonstrated to be inaccurate, incomplete or processed in violation of this Privacy Policy.

- **Accessing Your Information:** To request access to the personal information we have about you on file, users can contact us at contact-us@Blooket.com. In some cases, we will not be able to guarantee complete access due to legal restrictions; for example, you will not be allowed to access files that contain information about other users or information that is confidential to us. Furthermore, we may not be able to fulfill requests that are unreasonably repetitive, require disproportionate technical effort or would be extremely impractical.
- **Updating Your Information:** You may update, correct, or delete some of your profile information or your preferences at any time by logging into your account on Blooket and accessing your account settings page. You may also, at any time, update, correct, or delete certain personal information that you have provided to us. To that end, users can contact us at contact-us@Blooket.com. Please note that while your changes may be reflected promptly in active content, users that have previously accessed the content may still have access to old copies cached on their device or may have copied and stored your content. In addition, we may retain a backup copy of the prior version for a limited period of time (maximum 18 months) or for legal purposes.
- **Limitations:** Without prejudice to the aforementioned, please note that we may limit or deny access to personal information (a) where the burden or expense of providing access would be disproportionate to the risks to your privacy; (b) where the legitimate rights of persons other than you would be violated or if necessary to safeguard important countervailing public interests (e.g., national security) or in other limited circumstances (e.g., disclosure would breach a legal privilege), and (c) where applicable law or regulatory requirements allow or require us to refuse to provide some or all of the personal information that we hold about you. In addition, the personal information may have been destroyed, erased or made anonymous in accordance with our record retention obligations and practices. In the event that we cannot provide you with access to your personal information, we will endeavor to inform you of the reasons why, subject to any legal or regulatory restrictions.

Account Deletion

We hope you will love using Blooket now and always. However, if for some reason you ever want to delete your account, you can do that by contacting us at contact-us@blooket.com and we will proceed to delete the requested data within a reasonable period of time. Parents, legal guardians, or eligible students may delete their accounts by contacting their educational institution. When we delete your account, we delete any personal information that you provided in your profile (such as your name, username, password, and email address) and also questions, responses and comments. Please note that information that you have shared with others, that others have shared about you, or content other users may have copied and stored, is not part of your account and may not be deleted when you delete your account. Part of your personal information will remain in our possession as a copy or backup that is part of our disaster recovery storage system for such period of time identified in our data retention policy.

Consumer Complaints

You may file a complaint concerning Blooket's processing of your personal data to contact-us@blooket.com or by regular mail to the following address: Blooket LLC, 409 South Ridge Avenue, Middletown, DE 19709 USA.

We will take steps to remedy issues arising out of Blooket's alleged failure to comply with the principles set out in this Privacy Policy. We will respond to your complaints within thirty (30) days. If your complaint cannot be resolved through our internal processes, we will direct you to the state or national data protection authority in the jurisdiction where you reside.

EEA Residents

EEA residents and residents from the United Kingdom (UK) will have the right to lodge a complaint to the EU Data Protection Authorities or the Swiss Federal Data and Information Commissioner (FDPIC). Blooket will comply with the advice of competent European Union authorities in such cases, and will provide appropriate recourse. Blooket is also subject to the investigatory and enforcement powers of the US Federal Trade Commission.

Liability

In the event that Blooket or the aforementioned authorities determine that Blooket failed to comply with this policy, Blooket will take appropriate steps to address any adverse effects arising directly from such failure and to promote future compliance.

Europe

As part of a global organization, Blooket operates both within and outside the European Economic Area (the "EEA") and from time to time we may transfer your data from the EEA for processing in a territory outside the EEA that does not have the same statutory levels of data protection as the EEA. Residents in the European Union are entitled to certain rights with respect to personal information that we hold about them:

- **Right of access and portability.** The right to obtain access to your personal information, along with certain related information, and to receive that information in a commonly used format and to have it transferred to another data controller;
- **Right to rectification.** The right to obtain rectification of your personal information without undue delay where that personal information is inaccurate or incomplete;
- **Right to erasure.** The right to obtain the erasure of your personal information without undue delay in certain circumstances, such as where the personal information is no longer necessary in relation to the purposes for which it was collected or processed;
- **Right to restriction.** The right to obtain the restriction of the processing undertaken by us on your personal information in certain circumstances, such as where the accuracy of the personal information is contested by you, for a period enabling us to verify the accuracy of that personal information; and

- **Right to object.** The right to object, on grounds relating to your particular situation, to the processing of your personal information, and to object to processing of your personal information for direct marketing purposes, to the extent it is related to such direct marketing.

You may also have the right to make a complaint to the relevant Supervisory Authority. If you need further assistance regarding your rights, please contact us and we will consider your request in accordance with applicable law. In some cases, our ability to uphold these rights for you may depend upon our obligations to process personal information for security, safety, fraud prevention reasons, compliance with regulatory or legal requirements, or because processing is necessary to deliver the services you have requested. Where this is the case, we will inform you of specific details in response to your request.

California

California AB 1584

Regarding California AB 1584 (Buchanan) Privacy of Pupil Records: 3rd-Party Digital Storage & Education Software (Education Code section 49073.1), Blooket will adhere to the following:

- Student records obtained by Blooket from an educational institution continue to be the property of and under the control of the educational institution. The educational institution retains full ownership rights of the personal information and education records it provides to Blooket.
- Blooket users may retain possession and control of their own generated content by signing into and accessing their Blooket account and deleting, where applicable, modifying or updating their information within Blooket.
- Blooket will not use any information in a student record for any purpose other than those required or specifically permitted by Blooket's Terms of Use and Privacy Policy.
- Parents, legal guardians, or eligible students may review personally identifiable information in the student's records and correct erroneous information by contacting their educational institution. Additionally, Blooket users may access, correct, update, or delete personal information in their profile by signing into Blooket, accessing their Blooket account, and making the appropriate changes.
- Blooket is committed to maintaining the security and confidentiality of student records. Towards this end, we take the following actions: (a) we limit employee access to student data to only those employees with a need to such access to fulfill their job responsibilities; (b) we conduct background checks on our employees that may have access to student data; (c) we conduct regular employee privacy and data security training and education; and (e) we protect personal information with technical, contractual, administrative, and physical security safeguards in order to protect against unauthorized access, release or use.

- In the event of an unauthorized disclosure of a student's records, Blooket will (1) promptly notify users unless specifically directed not to provide such notification by law enforcement officials. Notification shall identify: (i) the date and nature of the unauthorized use or disclosure; (ii) the Private Data used or disclosed; (iii) a general description of what occurred including who made the unauthorized use or received the unauthorized disclosure; (iv) what Blooket has done or shall do to mitigate any effect of the unauthorized use or disclosure; (v) what corrective action Blooket has taken or shall take to prevent future similar unauthorized use or disclosure; and (vi) who at Blooket the user can contact. Blooket will keep the User fully informed until the incident is resolved.
- Blooket will delete or de-identify personal information when it is no longer needed, upon expiration or termination of our agreement with an educational institution with any deletion or de-identification to be completed according to the terms of our agreement with the educational institution, or at the direction or request of the educational institution.
- Blooket agrees to work with educational institutions to ensure compliance with FERPA and the Parties will ensure compliance by providing parents, legal guardians or eligible students with the ability to inspect and review student records and to correct any inaccuracies therein as described in statement (4) above.
- Blooket prohibits using personally identifiable information in student records to engage in targeted advertising.

New York

New York Ed. Law § 2-D

In compliance with the requirements set forth in New York Education Law § 2-D, Blooket shall incorporate a Data Privacy and Security Plan ("DPSP") to each contract or other written agreement it enters into with an educational agency from the State of New York. Such DPSP shall outline how all state, federal, and local data security and privacy contract requirements will be implemented over the life of the agreement, consistent with the educational agency's policy on data security and privacy. Such plan shall also include, but shall not be limited to, a signed copy of the parents' bill of rights for data privacy and security, which shall be provided by the educational agency prior to the commencement of the agreement, and a requirement that any officers or employees of Blooket and its assignees who have access to student, teacher or principal data have received or will receive training on the federal and state law governing confidentiality of such data prior to receiving access. In attention to the foregoing, Blooket hereby commits to:

- (1) limit internal access to education records to those individuals that are determined to have legitimate educational interests (e.g., Blooket employees or third-party service providers);
- (2) not use the education records for any other purposes than those explicitly authorized in the Agreement (i.e., our Terms of Service and this Privacy Policy);

- (3) except for authorized representatives of Blooket to the extent they are carrying out the agreement, not disclose any personally identifiable information to any other party:
 - (i) without the prior written consent of the parent or eligible student; or (ii) unless required by statute or court order and Blooket provides a notice of the disclosure to the department, district board of education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;
- (4) maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable student information in its custody;
- (5) use encryption technology to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the secretary of the United States department of health and human services in guidance issued under Section 13402(H)(2) of Public Law 111-5; and
- (6) notify the educational agency, in the most expedient way possible and without unreasonable delay, of any breach of security resulting in an unauthorized release of student, teacher or principal data, as outlined in applicable State and Federal laws.

Other Countries

Transfers of Personal Information to the U.S.

Blooket is hosted in the United States. If you use the Service from any other regions with laws governing data collection, protection and use that may differ from United States law, please note that you may be transferring your personal information outside of those jurisdictions to the United States. By using the Service, you consent to this, and to the use and storage of personal information in accordance with this Privacy Policy. Third parties that have content embedded on the Blooket website, such as a social feature, may set cookies on a user's browser and/or obtain information about the fact that a web browser visited the Blooket website from a certain IP address. Third parties cannot collect any other personally identifiable information from Blooket's websites unless you provide it to them directly.

Processing in Other Regions

For users from other countries, Blooket will make sure that all appropriate physical, technical and organizational safeguards are adopted in accordance with this Privacy Policy against accidental, unauthorized or unlawful destruction, loss alteration, disclosure, access, use or processing of users' personal information in Blooket's possession.