

## Contract Rider between Vestal Central School District

And

Happy Numbers Inc.

- a. Happy Numbers Inc. (Vendor) acknowledges that the Vestal Central School District (Customer) is a public education governmental unit pursuant to the laws of the State of New York.
- b. This Rider is hereby incorporated into the Agreement between Vendor and Customer. Notwithstanding any other language in the Agreement, including any referenced documents as well as otherwise incorporated documents, to the contrary, the language of this Rider has been individually negotiated and supersedes any other language that conflicts with the provisions of this Rider.
- c. No part of this Agreement can be changed or modified as relates to Customer, without Customer's prior written notice and written agreement of the proposed changes to the Agreement.
- d. Vendor agrees to defend, indemnify, and hold harmless Customer and Customer's officers, employees, volunteers, Users, agents, and other representatives (collectively Indemnitees) from any and all losses, costs, liabilities, damages, and expenses (including but not limited to reasonable attorneys' fees and reasonable attorneys' fees in seeking to enforce its rights pursuant to this Agreement) arising out of intellectual property claims brought by third parties based upon any intellectual property supplied to Indemnitees by Vendor or Vendor's affiliates or licensors pursuant to this Agreement.
- e. No defense, indemnification, or hold harmless provision of the Agreement shall applied against Customer except to the extent Vendor also provides that identical provision protecting Customer and Customer's officers, employees, volunteers, agents, authorized users and other representatives.
- f. Vendor waives and releases Customer from any claim of reimbursement of legal fees relating to its enforcement of the Agreement except to the extent the relevant provision of the Agreement provides that the prevailing party is entitled to such fees on the disputed matter following the decision and judgment of a Court of law finally deciding the matter.
- g. Customer general liability. No limitations, exclusions, disclaimers or other language seeking to reduce or eliminate Vendors legal or financial duties shall apply to its duties under this subparagraph of the Rider.

- h. *No limitations shall apply to Vendor's duty to defend, indemnify, or hold harmless pursuant to subsection d above. For all other liabilities, Vendor's liability to Customer shall be the greatest of the amount and kind provided for in the agreement, or,*
  - a. *One year's fees payable by Customer to Vendor pursuant to Agreement, or*
  - b. *Vendor's applicable insurance coverage.*
- i. *The Parties agree that this Agreement shall be governed by the laws of the State of New York, without regard to its conflict of laws principles. The parties agree that exclusive jurisdiction to resolve any conflicts relating to this Agreement shall be in the State and Federal Courts with venue in Broome County New York. The Parties consent to personal jurisdiction in such Courts. Arbitration is expressly prohibited. There is no waiver of class action suits against Vendor.*
- j. *No assignment shall be authorized against a Customer without its written consent.*
- k. *No Service of Process against Customer by electronic means is permitted.*
- l. *Vendor acknowledges that Customer is subject to New York State Freedom of Information Law. Confidential Information does not include any information required to be produced pursuant to law, or a lawfully issued subpoena or other judicially enforceable demand. Customer does not have to provide advance notice to Vendor prior to complying with such lawful demands for information.*
- m. *No limitation of time in the Agreement shall shorten Customers' time period to seek redress from the Vendor and where not satisfied, bring an action or special proceeding against Vendor as otherwise provided by applicable law.*
- n. *Vendor's rate of interest on any unpaid amounts due from Customer shall be 3% annual.*
- o. *This Rider shall survive termination of the Agreement.*

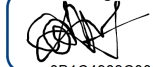
---

*Vestal Central School District*

---

*Date*

DocuSigned by:



0B1C4983C00645C...

---

6/27/2022

*Vendor*

---

*Date*

## Exhibit A

### **DATA PRIVACY RIDER FOR ALL CONTRACTS INVOLVING PROTECTED DATA PURSUANT TO EDUCATION LAW §2-C AND §2-D**

District and Vendor agree as follows:

1. Definitions:

(1) Protected Data means personally identifiable information of students from student education records as defined by FERPA, as well as teacher and Principal data regarding annual professional performance reviews made confidential under New York Education Law §3012-c and §3012-d;

(2) Personally Identifiable Information (PII) means the same as defined by the regulations implementing FERPA (20 USC §1232-g);

2. Confidentiality of all Protected Data shall be maintained in accordance with State and Federal Law and the [District's Data Security and Privacy Policy](#);

3. The Parties agree that the District's Parents' Bill of Rights for Data Privacy and Security are incorporated as part of this agreement, and Vendor shall comply with its terms;

4. Vendor agrees to comply with Education Law §2-d and its implementing regulations;

5. Vendor agrees that any officers or employees of Vendor, and its assignees who have access to Protected Data, have received or will receive training on federal and State law governing confidentiality of such data prior to receiving access;

6. Vendor shall:

(1) limit internal access to education records to those individuals that are determined to have legitimate educational interests;

(2) not use the education records for any other purposes than those explicitly authorized in its contract. Unauthorized use specifically includes, but is not limited to, selling or disclosing personally identifiable information for marketing or commercial purposes or permitting, facilitating, or disclosing such information to a third party for marketing or commercial purposes;

(3) except for authorized representatives of the third party contractor to the extent they are carrying out the contract, 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 the party provides notice of the disclosure to the department, 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;
- (6) adopt technology, safeguards and practices that align with NIST Cybersecurity Framework;
- (7) impose all the terms of this rider in writing where the Vendor engages a subcontractor or other party to perform any of its contractual obligations which provides access to Protected Data.
- (8) If any terms of the foregoing agreement conflict with any terms of this exhibit, the terms of this exhibit, New York Education Law §2-d and the regulations shall control.”

## Exhibit B

### PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

The District, in compliance with Education Law §2-d, provides the following:

#### DEFINITIONS:

As used in this policy, the following terms are defined:

**Student Data** means personally identifiable information from the student records of a District student.

**Teacher or Principal Data** means personally identifiable information from District records relating to the annual professional performance reviews of classroom teachers or Principals that is confidential and not subject to release under the provisions of Education Law §§3012-c and 3012-d.

**Third-Party Contractor** means any person or entity, other than a District, that receives student data or teacher or Principal data from the District pursuant to a contract or other written agreement for purposes of providing services to the District, including, but not limited to, data management or storage services, conducting studies for or on behalf of the District, or audit or evaluation of publicly funded programs. Such term shall include an educational partnership organization that receives student or teacher or Principal data from a school district to carry out its responsibilities pursuant to Education Law §211-e and is not a District, and a not-for-profit corporation or other nonprofit organization, other than a District.

**Parent** means a parent, legal guardian, or person in parental relation to a student. These rights may not apply to parents of eligible students.

**Eligible Student** means a student 18 years and older.

1. Neither student data, nor teacher or Principal data will be sold or released for any commercial purpose;
2. Parents have the right to inspect and review the complete contents of their child's education records. Procedures for reviewing student records can be found in the Board Policy entitled ***Student Records: Access and Challenge (#7240)***.
3. Security protocols regarding confidentiality of personally identifiable information are currently in place and the safeguards necessary to protect the confidentiality of student data are maintained at industry standards and best practices as defined below. The safeguards include, but are not limited to, encryption, firewalls, and password protection. As required by Education Law §2-d (5), the National Institute for Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity Version 1.1 (NIST Cybersecurity Framework or NIST CSF) is adopted as the standard for data security and privacy;

4. New York State maintains a complete list of all student data collected by the State and the data is available for public review at <http://www.p12.nysed.gov/irs/sirs/NYSEDDataElements2018.xlsx>, or by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, New York 12234;

5. Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed to the District's Data Protection Officer at 607-757-2211.

Complaints may be also be submitted to NYSED online at [www.nysed.gov/data-privacy-security](http://www.nysed.gov/data-privacy-security), by mail to Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234; by email to [privacy@nysed.gov](mailto:privacy@nysed.gov); or by telephone at 518-474-0937.

6. Parents have the right to be notified in accordance with applicable laws and regulations if a breach or unauthorized release of their student's personally identifiable information occurs.

7. Educational agency workers that handle personally identifiable information will receive annual training on applicable state and federal laws, the educational agency's policies, and safeguards associated with industry standards and best practices that protect personally identifiable information.

8. The District will promptly acknowledge receipt of complaints, commence an investigation, and take the necessary precautions to protect personally identifiable information.


- Following its investigation of a submitted complaint, the District shall provide the parent or eligible student with its findings within a reasonable period, but no more than 60 calendar days from receipt of the complaint;
- Where the District requires additional time, or where the response may compromise security or impede a law enforcement investigation, the District shall provide the parent or eligible student with a written explanation that includes the approximate date when the District anticipates that it will respond to the complaint;
- The District will require complaints to be submitted in writing;
- The District will maintain a record of all complaints of breaches or unauthorized releases of student data and their disposition in accordance with applicable data retention policies, including the Records Retention and Disposition Schedule LGS-1.

9. This policy will be regularly updated with supplemental information for each contract the District enters into with a third-party contractor where the third-party contractor receives student data or teacher or Principal data. The supplemental information must be developed by the District and include the following information:
- the exclusive purposes for which the student data or teacher or Principal data will be used by the third-party contractor, as defined in the contract;
  - how the third-party contractor will ensure that the subcontractors, or other authorized persons or entities to whom the third-party contractor will disclose the student data or teacher or Principal data, if any, will abide by all applicable data protection and security requirements, including, but not limited to, those outlined in applicable State and federal laws and regulations (e.g., FERPA; Education Law §2-d);
  - the duration of the contract, including the contract's expiration date and a description of what will happen to the student data or teacher or Principal data upon expiration of the contract or other written agreement (e.g., whether, when and in what format it will be returned to the District, and whether, when and how the data will be destroyed);
  - if and how a parent, student, eligible student, teacher or Principal may challenge the accuracy of the student data or teacher or Principal data that is collected;
  - where the student data or teacher or Principal data will be stored, it will be described in such a manner as to protect data security and the security protections taken to ensure that such data will be protected and data security and privacy risks mitigated; and how the data will be protected using encryption while in motion and at rest will be addressed.
10. This policy shall be published on the District's website. This policy shall also be included with every contract the District enters with a third-party contractor where the third-party contractor receives student data or teacher or Principal data.

**Vestal Central School District**  
**New York State Education Law 2-D: Supplemental Information**

\*This section to be completed by the Vendor\*

<b>CONTRACTOR</b>	[Vendor Name] Happy Numbers Inc.
<b>PRODUCT</b>	[Product Name] HappyNumbers.com
<b>SUPPLEMENTAL INFORMATION ELEMENT</b>	<b>SUPPLEMENTAL INFORMATION</b>
Please list the exclusive purposes for which the student data or teacher or Principal data will be used by the third-party contractor, as defined in the contract <i>(or list the section(s) in the contract where this information can be found)</i>	The data is used to provide the functionality of the services. For more information, please, see our privacy policy: <a href="https://happynumbers.com/privacy-policy">https://happynumbers.com/privacy-policy</a>
Please list how the third-party contractor will ensure that the subcontractors, or other authorized persons or entities to whom the third-party contractor will disclose the student data or teacher or Principal data, if any, will abide by all applicable data protection and security requirements, including, but not limited to, those outlined in applicable State and federal laws and regulations (e.g., FERPA; Education Law §2-d) <i>(or list the section(s) in the contract where this information can be found)</i>	We review the existing terms of service, and privacy policy of the subcontractor and sign additional agreements with the subcontractor if needed.
Please list the duration of the contract, including the contract's expiration date and a description of what will happen to the student data or teacher or Principal data upon expiration of the contract or other written agreement (e.g., whether, when and in what format it will be returned to the District, and whether, when and how the data will be destroyed) <i>(or list the section(s) in the contract where this information can be found)</i>	The contract is valid through June 30, 2023. The data is securely deleted upon the termination of the contract within one year after June 30 of the current calendar year.
Please list if and how a parent, student, eligible student, teacher or Principal may challenge the accuracy of the student data or teacher or Principal data that is collected <i>(or list the section(s) in the contract where this information can be found)</i>	Parents, teachers or principals who seek to challenge the accuracy of the data will do so by contacting the District. If a correction to data is deemed necessary, the District will notify us. We agree to facilitate such corrections within 21 days of receiving the District's written request.
Please list where the student data or teacher or Principal data will be stored, it will be described in such a manner as to protect data security and the security protections taken to ensure that such data will be protected and data security and privacy risks mitigated; and how the data will be protected using encryption while in motion and at rest will be addressed <i>(or list the section(s) in the contract where this information can be found)</i>	All sensitive data is stored encrypted using an ansible-vault mechanism on Google Cloud servers. We use TLS v1.2 to transit data. To safeguard the data we keep, we use a restricted network, and to access it, we use a regularly updated VPN with encryption. Data is encrypted while in motion and at rest.

DocuSigned by:  
  
 0B1C4963C00045C...

Signature

Evgeny Milyutin, CEO

Name & Job Title

6/27/2022

Date



# TERMS OF SERVICE

Welcome to HappyNumbers.com. The following Terms of Service ("ToS") govern all use of the [www.happynumbers.com](http://www.happynumbers.com) website, including [happynumbers.com/blog](http://happynumbers.com/blog) and [plus.happynumbers.com](http://plus.happynumbers.com) (the "Website") and all content, services, features, activities, and products available at or through the Website, including, but not limited to, interactive lessons in the field of Mathematics (the "Lessons" and, together with all other content, services, features, activities and products available through the Website, the "Services").

The Services are provided by Happy Numbers Inc., a company organized under the laws of the USA, having its principal place of business at 2345 Yale Street., First Floor, Palo Alto, CA 94306, USA.

Please read these ToS carefully before using the Services.

BY USING OR ACCESSING THE SERVICES, YOU UNDERSTAND AND AGREE TO ACCEPT AND ADHERE TO THE FOLLOWING TERMS AND CONDITIONS, INCLUDING, BUT NOT LIMITED TO, HAPPY NUMBERS'S PRIVACY POLICY (COLLECTIVELY, THIS "USER AGREEMENT").

Date of issue of this User Agreement: 05.04.2017

If you do not agree with all the terms and conditions of this Agreement, please refrain from using the Website or the Services. These ToS may be amended from time to time and Happy Numbers will submit it to you by email. Your explicit acceptance of the new ToS upon logging into the Website shall constitute your consent to such changes. The user may terminate the modified Services within 45 days upon submittance of the new ToS.

## 1. Your responsibility for internet access

In order to use the Website, you must obtain access to the World Wide Web, either directly or through devices that access web-based content, and pay any service and/or telephony fees associated with such access.

You have obtained and shall maintain all consents, licenses and necessary filings and settings for the Website and/or intellectual property rights related to any Services, to be available to you, and you shall guarantee that the Services will not be used in violation of any law, regulation or rights of third parties, including intellectual property rights, or to incite or facilitate such a violation.

## 2. User registration

Most areas of the Website will require registration. By registering, you represent and warrant that: a. you are eligible for an account as set forth in these ToS; and b. the personal information you include as part of the registration process is accurate, up to date and not misleading; and c. you are entitled to access and use the Services according to any laws and /or regulations that may apply to you, notably but not limited to laws and / or regulations on protection of minors.

User accounts may be obtained and used only by individuals (i) who are eighteen years old (18) or of legal age in their country of residence, if such age exceeds eighteen (18), or (ii) whose registration has been authorized by their parents or legal representative, if they are below legal age in their country of residence.

You agree to be solely and entirely responsible for maintaining the confidentiality of your user account, login and password and for any activity that may occur through your user account.

Upon obtaining an account, you shall have the access to the Services and the functionality that Happy Numbers may establish and maintain from time to time and in its sole discretion through the login and password that will be provided to you.

As a registered user, you further agree to update your Personal Information (as defined in the Privacy Policy) if needed and to be solely and entirely responsible for maintaining the confidentiality of your user account, login and password and any activity that may occur through your user account.

### **3. Prices**

Happy Numbers provides both free and paid services. Teacher accounts are free, allowing you to use our exercises on an interactive whiteboard for group instruction and modeling. Individual student accounts require a paid subscription, as outlined on our pricing page. If you have any questions regarding our [pricing](#), please contact us at: [support@happynumbers.com](mailto:support@happynumbers.com).

### **4. Supervising children**

Happy Numbers is concerned about the safety and privacy of all its users, particularly children. For this reason, children should be assisted by their parents, legal representative, or teachers to access to the Service, by helping them in setting up any relevant accounts and supervise their access to the Website and to the Services. Happy Numbers agrees that students' personally identifiable information stays under the direct control of the school.

If you are a teacher you represent and warrant and Happy Numbers assumes that you have the express consent of the children's parents or legal representative to use the Service.

If a parent or legal representative becomes aware that his / her represented minor has registered with us without their express authorization, he or she should contact us using information at the end of this page. We will delete such accounts from our files within 5 working days.

Happy Numbers warns persons holding parental authority, legal representatives, or teachers on the diversity and the nature of the content available on the internet, which are likely to harm minors. So, parents, legal representatives, and teachers are encouraged to monitor the children when they connect. It is also reminded parents, legal representatives, or teachers, it belongs to them, on the one hand, to determine what Services available on the Website the minor child is allowed to use and, secondly, monitoring the use thereof as a result of these Services.

### **5. Indemnity**

You agree to indemnify and hold Happy Numbers and its subsidiaries, affiliates, licensors, licensees, officers, agents, co-branders and other partners, and employees, harmless from any and all liabilities, losses, damages, claims, penalties, fines, costs and expenses, including without limitation reasonable legal fees, that may arise in connection with: (i) your use of and access to the Website and Services, including without limitation any text, logo, graphic, image, video, music, or any kind of multimedia file (the "Content"), as well as your connection to the Website; (ii) your, your children's, or third party's failure to comply with any provision of the ToS; or (iii) any claim by a third party that any other use of the Website by you or your children infringes any intellectual property, other proprietary or privacy right of such third party or has otherwise caused damage to a third party.

### **6. Modifications to Services**

Happy Numbers reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Website and the Services (or any part thereof) with or without notice. You agree that Happy Numbers shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Website. Although Happy Numbers will take reasonable care in ensuring the Content is up to date, any of the Content may be out of date at any given time, and Happy Numbers is under no obligation to update such Content.

Happy Numbers may add, delete or change some or all of the Services. In that case, you will be notified by email of any changes and given the option to continue use or to terminate your account. You are responsible for paying all applicable taxes and for all hardware, software, service and any other costs that you incur to access your account.

## **7. Intellectual property**

All Content and more generally every element displayed on or available through the Website are the exclusive property of Happy Numbers or are used by Happy Numbers with express permission of the copyright and/or trademark owner.

You acknowledge and agree that copyright, trademark or other intellectual property right infringement may result in civil and / or criminal penalties.

Happy Numbers grants you a limited, revocable, non-exclusive license to access the Website to, as applicable, research, view, make legitimate inquiries or comments and use Services, all in accordance with the ToS.

Any other use of the Website is expressly prohibited. Importantly, this license does not include any right of collection, aggregation, copying, duplication, display or derivative use of the Website nor any right of use of data mining, robots, spiders or similar data gathering and extraction tools without our prior written permission; provided, however, that a limited exception from the foregoing exclusion is provided to general purpose internet search engines and non-commercial public archives that use tools to gather information for the sole purpose of displaying hyperlinks to the Website, provided they each do so from a stable IP address or range of IP addresses using an easily identifiable agent.

## **8. Viruses, Hacking and Other Offences**

You must not misuse the Website by knowingly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack our Website via a denial-of-service attack or a distributed denial-of-service attack.

By breaching this provision, you may commit a criminal offence in a number of different jurisdictions. Happy Numbers may report any such breach to the relevant law enforcement authorities and Happy Numbers may cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Website will cease immediately.

Happy Numbers will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Website or to your downloading of any material posted on it, or on any website linked to it.

## **9. Disclaimers**

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT:

A. YOUR USE OF THE WEBSITE, AND ANY FEEDS FROM IT, IS AT YOUR SOLE RISK. THE WEBSITE, AND ANY FEEDS FROM IT, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HAPPY NUMBERS EXPRESSLY DISCLAIMS ALL WARRANTIES, CONDITIONS AND OTHER TERMS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED TERM OF ACCURACY, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY TERM AS TO THE PROVISION OF SERVICES TO A STANDARD OF REASONABLE CARE AND SKILL OR AS TO NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT.

B. HAPPY NUMBERS MAKES NO WARRANTY OR REPRESENTATION THAT (I) THE WEBSITE, OR ANY FEEDS FROM IT, WILL MEET YOUR REQUIREMENTS, (II) THE WEBSITE, OR ANY FEEDS FROM IT, WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE, CONTENT OR ANY FEEDS FROM IT, WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE WEBSITE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

C. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE, OR ANY FEEDS FROM IT, IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

D. COMMENTARY AND OTHER MATERIALS POSTED ON THE WEBSITE, OR CONTAINED IN ANY FEEDS FROM IT, ARE NOT INTENDED TO AMOUNT TO ADVICE ON WHICH RELIANCE SHOULD BE PLACED. NO INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM HAPPY NUMBERS OR THROUGH OR FROM THE WEBSITE SHALL CREATE ANY WARRANTY OR OTHER OBLIGATION NOT EXPRESSLY STATED IN THE TOS AND HAPPY NUMBERS DISCLAIMS ALL LIABILITY AND RESPONSIBILITY ARISING FROM ANY RELIANCE PLACED ON SUCH MATERIALS.

## **10. Limitation of Liability**

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT HAPPY NUMBERS, UNLESS FRAUD OR GROSS NEGLIGENCE, SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF HAPPY NUMBERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE WEBSITE, NOTABLY BUT NOT LIMITED TO THE UNAUTHORIZED ACCESS AND / OR USE BY A MINOR CHILD; (II) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (III) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE WEBSITE; (IV) RESULTS OF THE WEBSITE, ANY WEBSITES LINKED TO IT AND ANY MATERIALS POSTED ON IT; OR (V) ANY OTHER MATTER RELATING TO THE WEBSITE.

YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO USE OF THE WEBSITE OF THESE TOS MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE. IF YOU DO NOT DO SO YOU EXPRESSLY WAIVE ANY RIGHT YOU HAVE TO DO SO.

## **11. Privacy**

Our Privacy Policy explains how Happy Numbers collects, processes, uses and discloses registration information and other Personal Information about you. For the definition of Personal Information and full details, please see our Privacy Policy at <https://happynumbers.com/privacy-policy>.

## 12. Exclusions and limitations

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

NOTHING IN THESE TOS SHALL AFFECT THE STATUTORY RIGHTS OF ANY CONSUMER OR EXCLUDE OR RESTRICT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## 13. Notices

Notices to you may be made via either email or by post at the relevant email or postal address provided by you to Happy Numbers from time to time. The Website may also provide notices of changes to the ToS or other matters by displaying notices or links to notices to you generally on the Website.

## 14. Copyrights and Copyright Agents

Happy Numbers respects the intellectual property of others. If you believe that any of your intellectual property rights have been infringed on the Website, please provide Happy Numbers using contact information at the end of this page with the following information:

- a. an electronic or physical signature of the person authorised to act on behalf of the owner of the relevant right which is allegedly infringed;
- b. a description of each work subject to the relevant rights that you claim have been infringed;
- c. a description of the Content that you claim is infringing and where that material is located on the Website;
- d. your address, telephone number, and email address and such other information as may be reasonably required by Happy Numbers to enable Happy Numbers to contact you;
- e. a statement by you that you have a good faith belief that the disputed use is not authorised by the rights owner, its agent, or the law;
- f. a statement by you that the above information is accurate and that you are the rights owner or authorised to act on the rights owner's behalf.

## 15. General Information

These ToS constitute the entire agreement between you and Happy Numbers in relation to their subject matter, superseding and extinguishing any prior agreements, arrangements, undertakings of any nature, between you and Happy Numbers, whether oral or written in relation to such subject matter. You may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software.

## 16. Termination of Use

You agree that we may, at our sole discretion, suspend or terminate your access to all or part of our website and Resources with or without notice and for any reason, including, without limitation, breach of this User Agreement. Any suspected illegal, fraudulent or abusive activity may be grounds for terminating your relationship and may be referred to appropriate law enforcement authorities. Upon suspension or termination, your right to use the Resources we provide will immediately cease, and we reserve the right to remove or delete any information that you may have on file with us, including any account or login information.

## 17. Applicable Law and Jurisdiction

These ToS and all matters arising out of or relating to these ToS shall be governed by the substantive laws of the State of California, USA, without regards to principles of conflicts of laws thereof.

Any controversy, claim or dispute between a user and Happy Numbers arising out of or in relation with these ToS shall be subject to the exclusive jurisdiction of the courts of the State of California, USA.

## 18. Questions or Suggestions

If you have questions or suggestions about these ToS, please contact us using information below:

Happy Numbers Inc.,  
2345 Yale Street., First Floor,  
Palo Alto,  
CA 94306,  
USA

[support@happynumbers.com](mailto:support@happynumbers.com)  
Phone: +1-800-815-1574  
Fax: +1-650-618-8611

# PRIVACY POLICY

As used in the Privacy Policy, "Happy Numbers" refers to all websites (including [www.happynumbers.com](http://www.happynumbers.com), [happynumbers.com/blog](http://happynumbers.com/blog) and [plus.happynumbers.com](http://plus.happynumbers.com)), applications, their features, content we offer. Our services are provided and the information is collected by Happy Numbers Inc., a company organized under the laws of the USA, having its principal place of business at 2345 Yale Street., First Floor, Palo Alto, CA 94306, USA.

Please read the following to learn about our Privacy Policy and the ways in which we use your information before you proceed with use of Happy Numbers.

Date of issue of this Privacy Policy: 05.04.2017

## 1. The Collection of Information and How We Use It

The main reason why we collect information is to provide and improve Happy Numbers, to administer your membership and to enable users to enjoy Happy Numbers and easily navigate it.

## 2. What Types of Information Does Happy Numbers Collect?

We collect information when you register on our web-sites, subscribe to our newsletter, respond to a survey, fill out a form or Use our software and services.

The information collected may include but is not limited to the following: email address, last name, first name, address, zip code, country of residence, billing information, nationality, birthday, gender, chosen screen name, chosen password, language, answer to security question (together, the "Personal Information").

If you fail to provide us with the correct email address, we will not be able to deliver our services and support to you.

## 3. Automatic Information

We automatically collect some information about your device when you use Happy Numbers, regardless of whether you have registered for an account or not by just browsing our servers. For example, Happy Numbers will collect your IP address, Web browser software, and referring Website. We also may collect information about your online activity at Happy Numbers. Collecting this information helps us customize your user experience and to increase functionality and user-friendliness of the Service.

## 4. How Do We Use Your Information?

We use other information about you for the following general purposes:

- to register your account;
- to fulfill your requests;
- to manage your account;

- understand how you are engaging with Happy Numbers and to personalize your experience;
- to improve customer service;
- to communicate with you in general;
- to respond to your questions and comments;
- to send periodic emails with a summary of activity in your account; if at any time you would like to unsubscribe from receiving future emails, we include detailed unsubscribe instructions at the bottom of each email;
- to prevent potentially prohibited or illegal activities;
- to enforce our Terms of Service;
- and as otherwise described to you at the point of collection;
- aggregated data to enhance our products through case studies;
- anonymized data to publicly highlight our offerings through, but not limited to, blog posts or interviews.

## 5. Use of Cookies and Web Beacons

Like many other websites, Happy Numbers use "Cookies" to collect information. Cookies are small data files, which are transferred to a computer's hard disk in order to memorize information like registration IDs and passwords. A cookie will typically contain the name of the domain from which the cookie has originated, the "lifetime" of the cookie, and a value, usually a randomly generated unique number.

Happy Numbers further utilizes session ID cookies to enable certain features of Happy Numbers, to better understand how you interact with our web-sites and to monitor aggregate usage by Happy Numbers users and web traffic routing on our web-sites. Session ID cookies are, unlike persistent cookies, deleted from your computer when you log off from the Website and close your browser.

Please note that you can always choose not to receive a cookie file by enabling your Web browser to refuse cookies or to prompt you before accounting a cookie. To do so, you will have to access the "help" menu in your browser's menu bar and search for the term "cookies". Please however take note that, if you refuse cookies, you may not be able to use all portions of Happy Numbers or all functionality of the Service.

Happy Numbers may also collect certain information using Web Beacons. Web Beacons are electronic images that may be used on Happy Numbers, or in our email communications. They are used, for example, to count website visits or to tell if an email has been opened and acted upon.

If you disable cookies on your device, we will not be able to deliver our services and support to you.

## 6. How Do We Protect Your Information?

We want you to feel confident about using Happy Numbers. For that reason, we have implemented reasonable technical and organizational measures designed to secure your information from accidental loss and from unauthorized access, use, alteration or disclosure:

- All data is transferred only via HTTPS
- Production environment is located in a private network and fully isolated from other company systems.
- We utilize Google Cloud Platform which meets rigorous privacy and compliance standards that test for data safety, privacy, and security:  
<https://cloud.google.com/security/compliance>



However, the Internet is an open system and we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your information for improper purposes.

Keep the information confidential.

If you communicate with us by email, you should note that the secrecy of Internet e-mail is uncertain. By sending sensitive or confidential email messages or information which are not encrypted you accept the risk of such uncertainty and possible lack of confidentiality over the Internet.

Also, Happy Numbers does not encourage minors to make personal information publicly available.

In the event we become aware of an unauthorized disclosure or data breach:

- teachers will be notified by email if the teacher account or any related student accounts are affected.
- the appropriate person in the school or school district who has purchased the valid school-wide or district-wide Happy Numbers access will be notified by phone if the users from this school or school district are affected.

## 7. Disclosure of Information to Third Parties

We do not sell, trade, or otherwise transfer to outside parties your Personal Information, except for users located in the USA to our subsidiary: Happy Numbers Inc. This does not include trusted third 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 send information about you to other companies or people when:

- a) we have your consent to share the information; or
- b) we need to share your information to provide the product or Service you have requested; or
- c) we respond to subpoenas, court orders or legal process; or
- d) we believe it is necessary, as determined in our sole discretion, to investigate, prevent, or take action regarding illegal activities, suspected fraud, emergency situations involving potential threats to the physical safety of any person, violations of Happy Numbers' Terms of Service, or as otherwise required by law.

The following trusted third parties assist us in operating Happy Numbers sites and thus have access to students' personal information:

- Google Cloud Platform (site: <https://cloud.google.com/>, security and compliance: <https://cloud.google.com/security/compliance>)

Non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses.

## 8. Business Transfer

**We may sell, transfer or otherwise share some or all of our assets, including your Personal Information, in connection with a merger, acquisition, reorganization or sale of assets or in the event of bankruptcy. Your consent to this Privacy Policy followed by your submission of Personal Information represents your explicit agreement to that transfer.**

## 9. Phishing

Identity theft and the practice currently known as "phishing" are of great concern to Happy Numbers. Safeguarding information to help protect you from identity theft is a top priority. We do not and will not, at any time, request your credit card information, your account ID, login password, or national identification numbers in a non-secure or unsolicited email or telephone communication.

## **10. Your Right to Access Information**

You are entitled to see the information held about you. If you wish to do this, please contact us using information at the end of this page. We may require you to provide verification of your identity and to pay an administration fee to provide a copy of the information we hold. Please note that, in certain circumstances, we may withhold access to your information where we have the right to do so under current data protection legislation.

## **11. Updating Your Information**

You may review, correct, update or change your Personal Information at any time by accessing your account on Happy Numbers.com. If you would like us to delete your record in our system, please contact us using information at the end of this page and we will accommodate your request, if we do not have any legal obligation to retain the record.

After the product is no longer in use by the school, we will:

- delete all students' personally identifiable information we and our trusted third parties hold within 1 year after June 30th of the current calendar year.
- upon request, as explained in our terms of services, we will delete students' personally identifiable information within 5 days from our website and within 60 days from our trusted third parties.

Upon request by the school, we can transfer any students' personally identifiable information we held to the school or its designated third party. School can request such a transfer not more than once a year.

## **12. Links to Other Sites**

If any part of Happy Numbers links to other Websites, those Websites do not operate under this Privacy Policy. If you choose to click on another third party link, you will be directed to that third party's web site. We do not exercise control over third party websites and therefore recommend you to examine the privacy statements posted on these other Web sites to understand their procedures for collecting, using and disclosing Personal Information.

## **13. Our Policy towards Minors**

As stated in our Terms of Service, minors are only allowed to use our Website with their legal representative's consent. Happy Numbers strictly adheres to the Family Education Rights Protection Act of 1974 (FERPA). FERPA protects the privacy of students' data by specifying how and with whom schools can share information from these records. Happy Numbers has been granted the iKeepSafe California Student Privacy Badge, which validates our compliance with FERPA.

We agree that students' personally identifiable information stays under the direct control of the school. We will not use personally identifiable information in student records to engage in targeted advertising. Nor will we use any information in the student record for any purpose other than those required or specifically permitted by our Privacy Policy and our Terms of Services.

If a legal representative becomes aware that his / her represented minor has provided us with Personal Information without their consent, he or she should contact us using information at the end of this page. We will delete such information from our files within 5 working days.

## **14. Changes to this Privacy Policy**

This policy may be amended from time to time. If we amend the Privacy Policy in any way we will:

- place an updated version on this page, and/or update the Privacy Policy issue date;
- place an announcement on happynumbers.com for 2 weeks from the Privacy Policy issue date.

In case the changes to the Privacy Policy include new or additional data collection, or changes that would lessen the previously noted protections around student data privacy, we will notify in advance the appropriate person in the school or school district who has purchased the valid school-wide or district-wide Happy Numbers access.

## **15. Jurisdiction and Applicable Law**

This policy and all matters arising out of or related to this policy shall be governed by the substantive laws of the State of California, USA, without regards to conflicts of laws and principles thereof.

Any controversy, claim or dispute between you and Happy Numbers arising out of or relating to this policy shall be subject to the exclusive jurisdiction of the courts of the State of California, USA.

## **16. Your Consent**

By using Happy Numbers, you expressly consent to our Privacy policy.

## **17. Questions or Suggestions**

If you have any questions or suggestions about this Privacy Policy or your Personal Information, please contact us using information below:

Happy Numbers Inc.,  
2345 Yale Street., First Floor,  
Palo Alto,  
CA 94306,  
USA

[support@happynumbers.com](mailto:support@happynumbers.com)  
Phone: +1-800-815-1574  
Fax: +1-650-618-8611

For questions or complaints about COPPA compliance, please contact iKeepSafe Safe Harbor at [COPPAPrivacy@ikeepSAFE.org](mailto:COPPAPrivacy@ikeepSAFE.org).