

Contract Rider between Vestal Central School District

And

EdClub, Inc.

- a. EdClub, 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



6/30/2022

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, by mail to Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234; by email to 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

CONTRACTOR	EdClub, Inc.
PRODUCT	TypingClub School Edition
SUPPLEMENTAL INFORMATION ELEMENT	SUPPLEMENTAL INFORMATION
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>	To provide our services to you including but not limited to: -Provide reports to teachers or school or school district administrators at the class, school, or district level; -Support teachers or school or school district administrators implementing our products or using our services; - Monitor the use of our products and perform such analyses as might be necessary or helpful in improving product performance, efficiency, and security; and -Research how students use the sites and Services and perform analysis directed at improving the educational effectiveness of our products and services
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>	The Contractor may use certain third parties and contractors ("Service Providers") to assist them in providing and maintaining its Services. These service providers provide support for the internal operations of the sites and Services, such as hosting the website, designing and/or operating our Services, tracking analytics, or performing other administrative services. These third parties are contractually bound to same agreement herein as the Contractor.
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 district can delete their data at any time by logging in to the admin portal of the Contractor's application. Further, upon written request the Contractor will remove district data at any time or upon expiration of the service agreement.
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>	Contractor shall facilitate District's access to and correction of any factually inaccurate confidential student records and information as required in response to correction requests from parents/guardians and eligible students. District may contact Contractor via email at support@edclub.com
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>	The data will be stored in the United States of America. The Contractor shall store and process confidential student records and information in accordance with commercial best practices, including implementing appropriate administrative, physical and technical safeguards.



Signature

Ramtin Kiany, President

Name & Job Title

6/30/2022

Date

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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, ad-supported version ("[School Edition Basic](#)") and a fee-based version without 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 these 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.

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.

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

Use of the Services by Children

Our Individual Edition is not directed to users under 13 ("Children" or "Child") and 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. 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 such 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 School Edition. Furthermore, upon parents' or a legal guardian's request, we 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.

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

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, 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 or 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 Content in any manner that could damage, disable, overburden, or impair them, or interfere with any other person's use and enjoyment of our Services. You may not attempt to gain unauthorized access to any Content, other accounts, computer systems, or networks accessed through the Services.

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.

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Termination

TypingClub may suspend or terminate your account and your use of the Services and Content at any time and for any reason at TypingClub's sole discretion. TypingClub may terminate these Terms as 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 Services. Sections 9-13 of these Terms shall survive the termination or expiration of these Terms for any reason.

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.

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, damages related to lost profits, loss of data, or loss of use) in connection with these Terms, 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 in 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 Services 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 on, incurred by, or asserted as a result of or 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 may be false, fraudulent, or groundless) regarding (a) or (b) above.

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.

Notices

You shall send any notices regarding disputes or other communications to TypingClub by certified registered mail to the following address: 4701 Pennsylvania Avenue, N.W.

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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.

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 confidentiality obligations related to the Services, those obligations shall remain in effect. (For example, you may have confidentiality obligations as a beta tester of the Services.) If any part of these Terms is found invalid or unenforceable by a court of competent jurisdiction, such provision shall be interpreted to give the maximum permissible effect, and the remainder of these Terms shall remain in effect. We may freely assign this agreement at our discretion. You may not assign these Terms to any third party. Please direct all inquiries to our office at 1701 Pennsylvania Ave. NW, Suite 200, Washington, DC 20006.

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Effective Date: May 25th, 2018

EdClub, Inc., doing business as TypingClub (collectively, "EdClub", "we", "our", or "us") is deeply committed to protecting the privacy of our users' personal information. This EdClub Privacy Policy ("Privacy Policy") applies to the EdClub Websites (typingclub.com; edclub.com; our mobile website; and any other web-based platforms (collectively, the "Websites") and governs our data collection, processing and usage. Access to and use of the Websites, and the services provided on the Website (collectively, the "Service"), will be subject to this Privacy Policy as set forth below.

We offer several ways to use the Services offered on our Websites. EdClub provides both a limited service ("Individual Edition") and two versions of a licensed service made available through your school ("School Editions"). Collectively, the Individual Edition and the School Editions are considered the "Services". The School Editions are available as a free, ad-supported version ("School Edition Basic") and a fee-based version without ads ("School Edition Pro"). The personal information that we collect, use, share, and disclose will depend on which of the Services you use and how you choose to use them.

PLEASE NOTE: Our Websites are general audience websites through which we do not knowingly collect information from children located in the United States under the age of 13 and children located in the European Union under the age of 16 (collectively, "Children" and each, a "Child"). However, portions of the Websites and certain Services, including, but not limited to, School Edition Basic and School Edition Pro, contain teaching and learning resources are designed for students who may be Children. Students may access the Websites directed to Children only after their teacher, school, or school district administrator has entered into an agreement with EdClub. The Websites that are directed to Children follow our [Children's Privacy Policy](#), provided below and incorporated within this Privacy Policy. In addition, our use of student information is described in the "[Information We Collect](#)" section, below.

Information We Collect

We may collect information directly from users, from students, or from school officials. In addition, we may use "cookies" and other tracking mechanisms to collect information from the users directly from the browsers.

We collect information from you directly when you sign up for an account, use one of the Services, or choose to save information about your use of our Services. The following is the information collected, processed and stored through our Websites.

When you create an account on our Websites, we may collect the following information:

Basic Account Information for Educational Account Holders. You may establish a School or School District account with EdClub by providing us with certain information about you, such as: Your Name, Your Email Address, Your Address, Your Phone Number, Other

such as: Your Name, Your Email Address, Your Address, Your Phone Number, Other relevant contact information, Your School or Education Affiliation, Your Payment Information

Basic Account Information for Individual Users or Teachers. You may establish an Individual Edition account or your information may be provided to EdClub by a School or School District, such as: Your Name, Your Email Address, Your School or Education Affiliation

EdClub collects and processes this basic account information in order to provide you with an account, access to the Services, and communicate with you regarding our Services. An account is required to save and track your progress on our Services. However, you can use our Individual Edition without establishing an account; but, you cannot save and track your progress.

Performance Information. If you establish an account with us and choose to save your progress on our Services, we will collect information about your performance on our Services. If you use the Individual Edition and do not establish an account, we will use a cookie (described below) to collect information about your performance. This will enable us to return you to the correct webpage when you return to our sites. We will delete data we collect through the cookie within two (2) months after you last use the Individual Edition.

Social Media Account Information. You also can establish an account to use our Services by logging in through social networks and other services, such as Microsoft Single Sign-On, Facebook or Google+. If you do, we may collect certain personal information through the platform used to sign in, including your full name and email address.

Account Information about school officials and student users. After a teacher, school, or school district has entered into an agreement with EdClub, designated school officials can register students and/or the school to use either version of the School Edition. When school officials register Students, we collect basic account information (name, email address, and password) about the students, as well as the students' grade level. We also may collect personal information about the school official, such as the school official's name, email address, password, phone number, name of school and district. The teacher, school, or school district is required to obtain the consent of a parent or legal guardian of the Child before providing a Child's personal information. (Please see our "[Children's Privacy Policy](#)," below, for information about our collection and use of information from children under 16.)

Other Information. Regardless of whether you establish an account with us, we may collect certain information from you when you visit our Websites or use our Services so that we can maintain our Services and recognize you when you return to our Websites. In addition, as explained in more detail below, the Individual Edition and School Edition Basic use an advertising service provided by Google Analytics that will collect information in order to target ads to you. Such information may include your IP address, the identity of your Internet Service Provider, browser type, operating system, the referring web page, and pages visited while on our Websites.

Cookies

Our Websites may use "cookies" and other tracking mechanisms to collect information about you when you visit our Websites. Insofar as those cookies are not strictly necessary for the provision of and our affiliated websites, we ask you to consent to our use of cookies when you first visit our website.

About cookies. 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.

Cookies may be either "persistent" cookies or "session" cookies: a persistent cookie will be

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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.

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.

Cookies that We Use. As explained in more detail below, depending on which version of our Services you use, EdClub and third-party advertisers may send one or more cookies to your browser to help customize your experience on our Websites or Services or to provide you with ads that may be of interest to you.

We use cookies for the following purposes:

- Authentication and Personalization - we use cookies to identify you when you visit our Websites and as you navigate our Websites and Services and to store information about your preferences and to personalize our Websites and Services for you.
- Security - we use cookies as an element of the security measures used to protect user accounts, including preventing fraudulent use of login credentials, and to protect our Websites and Services generally.
- Advertising - we use cookies to help us to display content that will be relevant to you.
- Analysis - we use cookies to help us to analyze the use and performance of our Websites and Services.

The EdClub and third party cookies you may encounter on our Websites include, but are not limited to:

- www.typingclub.com (website navigation, security)
- www.edclub.com (website navigation, security)
- www.google.com (use tracking and content interests)
- www.doubleclick.net (use tracking and content interests)

You may review the cookies in use by third-party service providers at any time by viewing site information from your browser. This is typically displayed to the left of in the address bar of your browser.

Managing cookies. Most browsers allow you to refuse to accept cookies and to delete cookies. The methods for doing so vary from browser to browser, and from version to version. Blocking all cookies will have a negative impact upon the usability of many websites.

Strictly Necessary Cookies: EdClub's Websites use cookies that are strictly necessary to the provision of the Services. When a user initially visits the Websites, EdClub uses a generic cookie based on the user's geographic location that does not individually identify the user. When a user interacts with the Services, a new cookie is generated that tracks a user's Internet Protocol ("IP") address. If a user creates an account, personal information provided by that user will be collected and associated with that user.

Additionally, EdClub uses cookies provided by Google and Doubleclick (as described below) that are necessary in order to provide the Services. For the Individual Edition and School Edition Basic, Google AdSense is necessary in order to provide the Services for no charge.

Please note that some of EdClub's features may not function properly when cookies are disabled or removed.

"Do Not Track". Some browsers have incorporated "Do Not Track" mechanisms. Most of these mechanisms, when turned on, send a signal to the website or online service indicating that the user does not wish to be tracked online. Our sites do not collect and store personal information about users' online activities over time and across third-party websites or online services. Our Websites only collect personal information related to a user if the user creates an account with EdClub. EdClub does retain de-identified data in

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order to maintain and improve the Services.

Therefore, "do not track" signals transmitted from web browsers do not apply to our Websites, and we do not alter any of our data collection and use practices upon receipt of such a signal. For more information about Do Not Track mechanisms, see <http://allaboutdnt.com/>.

How We Use and Share Information

We use the information described above to provide our Services to you, to communicate with you, and to manage and improve our Websites and Services.

Necessary Uses and Sharing of Your Information. When you create an account on our Services, you are given the option to consent to the use of your information as described in this Privacy Policy. Certain uses of your information are necessary in order to provide the Services to you. These include your name and contact information to create and maintain an account and Google Analytics (as described below). If you do not consent to the use of this information, we are unable to provide the Services to You.

Other Uses and Sharing of Your Information. EdClub uses your information to provide targeted advertisements to you when using the Individual Edition and School Edition Basic versions. When you create a paid account, your personal information will not be provided to Advertisers (as described below). And, except as provided below, we will not sell, share, or disclose information we collect from or about you.

Google Analytics. Our Websites use Google Analytics, a web analytics service provided by Google, Inc. ("Google"), that collects information about how visitors use the Websites. Google Analytics places a cookie on your web browser to identify you as a unique user. Only Google can use the cookie and access the information associated with the cookie. Google Analytics collects information only regarding the domain/IP address, or device identifier, of visitors to the Websites. It does not collect names or other identifying information.

We use the information Google Analytics provides to us only to improve the Websites and Services. We do not combine the information that Google Analytics collects with any personally identifiable information. [The Google Analytics Terms of Use](#) and the [Google Privacy Policy](#) restrict Google's ability to use and share information collected by Google Analytics about visitors to the Websites. You can prevent Google Analytics from recognizing your return visits to the sites by disabling cookies on your browser or by installing the [Google Analytics browser add-on](#). Please refer to your browser settings for additional information on disabling cookies.

Advertisers. We provide advertisers with aggregated, de-identified information about the demographics and usage patterns of our users. In addition, we use Google AdSense to serve ads to users of our Individual Edition and the School Edition Basic. Google and third parties that advertise through Google may place and read cookies on your browser or use web beacons to collect information through an ad appearing on our Websites. These third parties, including advertisers, may collect, process, and store information, potentially including personal information, about your activities over time and across different Websites when you use the Services.

Any advertisements served by Google may be controlled using the [DoubleClick cookie](#). These cookies allow Google to display ads based on your visits to this sites and other sites that use Google advertising services. However, we do not allow Google AdSense or any other service to target ads to Children using School Edition Basic.

Users may opt out of the use of the DoubleClick cookie by visiting [Ads Settings](#). Deleting cookies can affect how you interact with our Websites as well as other websites. In addition, deleting cookies does not mean that you are permanently opted out of all advertising programs. Unless you set your browser to block cookies, cookies can be added to your browser the next time you visit a website that uses them. Please see the privacy

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policy for [Google AdSense](#) for additional information.

You can learn more about targeted advertising by visiting <http://www.aboutads.info/choices/>, which provides information regarding targeted advertising and offers an "opt-out" by participating companies in the DAA Self-Regulatory Program. You may also opt out of tracking and receiving tailored advertisements on your mobile device by some mobile advertising companies and other similar entities by downloading the App Choices app at www.aboutads.info/appchoices. Please note that opting out through these mechanisms does not opt you out of being served advertising. You will continue to receive generic ads while visiting the sites and elsewhere online.

Service Providers. We may use certain third parties and contractors ("Service Providers") to assist us in providing and maintaining our Services. EdClub uses a Service Provider to store its data. Other than the storage of that data, EdClub does not provide personal information to Service Providers.

Schools and School Districts. If you use either version of our School Edition, we may disclose personal data about you and about your performance on our Websites to your school and school district. For information regarding the use of any information provided by EdClub to your school or school district, please contact a representative of your school or school district. We also may use aggregated, de-identified demographic and performance data to market our Services to other schools and school districts.

Additional Disclosures. We also may disclose personal information about you with your permission, as required by law, as necessary to enforce our Terms of Service or Privacy Policy, to investigate or defend against third-party claims or allegations, to protect the security and integrity of our Services and property, and to protect our rights or personal safety and that of our users or others.

How We Protect Your Personal Information

We take into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, and implement appropriate technical, physical and organisational measures to ensure an appropriate level of security to protect the personal information that we collect and process, both while in transit and while in storage. No method of transmission over the Internet or method of electronic storage is 100% secure, however. Therefore, while we use reasonable security safeguards to protect your personal information, we cannot guarantee absolute security.

Children's Information

Children located in the United States under the age of 13 and children located in the European Union under the age of 16 are not permitted to use the Individual Edition without the consent of a parent or legal guardian. If you become aware that your Child has provided us with personal information in connection with the Individual Edition without your consent, please contact us at privacy@edclub.com. If we become aware that a Child has provided us with personal information in connection with the Individual Edition without the parents' consent or consent of a legal guardian, we will take steps to delete such information and terminate the Child's account.

Children's Privacy Policy

While most of the Websites are general audience websites that do not knowingly collect information from children located in the European Union under 16 and children located in the United States under the age of 13 (collectively, "Children" and each, a "Child"), portions of the Websites and certain Services, including, but not limited to, School Edition Basic and School Edition Pro, are directed to Children, and we may collect information

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directly from Children in connection with those portions of the Websites and Services. Therefore, we provide this Children's Privacy Policy to explain our privacy practices with respect to Children who access and use our Websites and Services.

Children may use either version of our School Edition provided that the holder of parental responsibility over the Child ("Parent") has provided consent and authorization, and the school has complied with its obligations under the Family Educational Rights and Privacy Act ("FERPA") and the Children's Online Privacy Protection Act ("COPPA"). If an appropriate school or school district 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, but only for the use and benefit of the school and for no other commercial purpose. (We therefore do not allow Google AdSense or any other service to target ads to Children using School Edition Basic.) A school or school district must obtain the consent of a Parent or legal guardian prior to providing any Child's personal information. School officials or a Parent may revoke at any time their consent to allow Children to use the School Editions.

Upon a Parent's or a legal guardian's request, we will provide a description of the personal information we collect, give parents the opportunity to review their Child's personal information or have such information deleted and the opportunity to prevent further collection or use of their Child's personal information. Parents and legal guardians may exercise any of these options by visiting <https://www.typingclub.com/parents>

Through this Privacy Policy, we provide each school with all the notices required under COPPA, contained within this Privacy Policy. Parents also can request a copy of these notices and request access to their Child's Personal Information to review and/or have the information deleted by visiting <https://www.typingclub.com/review-data>

Collection & Use of Information from Children

The information we may collect on Children, either directly or from the school or school district, includes:

- Required: First Name, User Name (which may be Email address)
- Optional: Last Name, Email address, Password, Student ID, Class, Grade, School
- Data on student activity within the Websites and Services, including performance and progress within the system.

We do not enable Children to make their Personal Information publicly available. We use the information collected on Children to:

- Provide reports to teachers or school or school district administrators at the class, school, or district level;
- Support teachers or school or school district administrators implementing our products or using our Services;
- Monitor the use of our products and perform such analyses as might be necessary or helpful in improving product performance, efficiency, and security; and
- Research how students use the Websites and Services and perform analysis directed at improving the educational effectiveness of our products and Services.

We will not use any information collected about Children to directly advertise or market to students or their parents.

In addition, we may automatically collect information about the devices Children under 16 use to interact with our Websites and Services. The information we automatically collect may include IP address or device identifier and activity on the Services, including the date and time of use. This information is de-identified and any usage information, device identifier, or other persistent identifier we collect is used for the sole purpose of providing

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support for the Websites and Services' internal operations.

Disclosure of Information from Children

EdClub may rely on third-party service providers who provide support for the internal operations of the Websites and Services, such as hosting the Websites, designing and/or operating our Services, tracking analytics, or performing other administrative services as outlined in the Privacy Policy. These third party service providers are held to the same obligations as EdClub with regard to information from Children, do not disclose or use information for any other purpose, and are subject to the terms of this agreement.

We do not provide links to external resources or chat rooms. Nor do our Services contain any offensive or inappropriate content. As a result, any school that uses the School Editions will be fully compliant with the Children's Internet Protection Act, with respect to the use of the School Editions.

For School Edition accounts, we will notify the Account Owner or Account Administrator to obtain consent prior to implementing any material changes to this Privacy Policy that increase our rights to use personal information we have previously collected about School Edition account holders.

Data Subject Rights

You can always opt not to disclose information to EdClub. However, some information may be needed to create an account with EdClub or to use our Services.

Cookies

You can accept or reject cookies through our Cookie Policy by visiting <https://www.typingclub.com/cookie-policy>, described above, or by changing the cookie settings on your web browser controls.

Marketing Communications

At any time, you can withdraw your consent and opt-out of receiving promotional or marketing communications from EdClub at any time, by using the unsubscribe link in the emails communications or by visiting [this unsubscribe link](#).

If you have any account for our Services, EdClub will still send you non-promotional communications, like service related emails.

Exercising Your Data Subject Rights

You have the right to access, review, update, rectify, and delete any Personal Information that EdClub holds about you, or exercise any other data subject rights available to you under applicable data protection laws. In order to exercise your data subject rights, you can submit a request via email to privacy@typingclub.com. EdClub's Privacy Team will review any request and respond within a reasonable time.

- For users who have not created an account with EdClub, EdClub does not retain your personal information.
- For users who have created an account with EdClub, you can exercise your data rights directly in your account portal, or contact EdClub directly at privacy@typingclub.com.
- For School Account Holders, you can exercise your data rights directly in your account portal, or contact EdClub directly at privacy@typingclub.com.

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Please note that we may still use any aggregated and de-identified Personal Information that does not identify any individual. EdClub will also retain any Personal Information to the extent necessary to comply with EdClub's legal obligations, resolve disputes, and enforce EdClub's agreements, as outlined in this Privacy Policy.

Links to Third-Party Websites

As noted above, we use a third-party to deliver ads to you on the Individual Edition and on School Edition Basic. If you click on an ad, we are not responsible for any information that you provide to, or that is collected by, third parties. Such information will not be covered by this Privacy Policy, and we are not responsible for the content or privacy practices of websites that you reach through advertisements on our sites.

International Data Transfers

We maintain and operate our Websites and Services on servers located in the United States. If you choose to use our Websites or Services from regions outside the United States that have laws governing data collection and use that differ from U.S. law, you acknowledge and agree that you are transferring personal information outside of that region to the United States and, by providing such information, you consent to the use of your personal data as identified in this Privacy Policy and the transfer of your personal data to the United States

Business Transfers

We may sell, transfer, or otherwise share some or all of our assets, including personal information, in connection with a merger, acquisition, reorganization, or sale of assets, or in the event of bankruptcy. Any such sale, transfer, or otherwise sharing of our assets shall be subject to the restrictions of this Privacy Policy and any applicable data protection laws

California Privacy Rights

California residents are entitled to ask us for a notice identifying the categories of Personal Information which we share with our affiliates and/or third parties for marketing purposes, and providing contact information for such affiliates and/or third parties. We do not share any personal information with third parties for the third parties' direct marketing purposes. If this practice changes, we will notify you by prominent posting on our digital properties. If you are a California resident and would like a copy of this notice, please contact us with privacy@typingclub.com

The portions of the digital properties directed to students and children under 13 do not enable or have a forum for the posting or sharing of content or information.

Changes to this Privacy Policy

We ask that you read this Privacy Policy from time to time. EdClub may modify this Privacy Policy at any time in its sole discretion. If we make material changes to this Privacy Policy that increase our rights to use personal information we have previously collected about you, we will obtain your consent either through an email to your registered email address or by prominent posting on our sites.

For School Edition accounts, we will notify the Account Owner or Account Administrator to obtain consent prior to implementing any material changes to this Privacy Policy that increase our rights to use personal information we have previously collected about School

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If you have any comments or questions about this Privacy Policy, please contact us at 1701 Pennsylvania Avenue, NW, Suite 200, Washington, DC 20006, or privacy@typingclub.com.

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