

Overview

The following are the terms of service ("Terms of Service" or the "Agreement") that define the relationship between Edpuzzle, Inc. (operating as Edpuzzle ("Company," "Edpuzzle," "we," or "us")) and you, and govern your use of Edpuzzle's services. We have done our best to write these conditions in simple, clear terms.

Agreeing to Our Terms

Thank you for your interest in Edpuzzle, which owns and operates the services offered on edpuzzle.com ("Edpuzzle Website") and any associated applications ("Edpuzzle Apps") or products and services (e.g. the "Edpuzzle Blog") that the Company may provide now or in the future (collectively, the "Service" or "Services"). When using the Service, you will also be subject to the Edpuzzle [Privacy Policy](#) and any published guidelines, policies or rules applicable to our website or apps, which may be posted at any time (collectively the "Guidelines"). These Terms of Service and our Privacy Policy, including any other Guidelines and future modifications (collectively, the "Agreement"), govern your use of the Service and are a legal contract between you and Edpuzzle. By signing up for an account on, or otherwise accessing or using the Edpuzzle Service, you acknowledge that you have read and agree to be bound by this Agreement. If you are using the Service on behalf of a school, institution, company or organization that has a separate written agreement with Edpuzzle, that agreement shall govern your use of the Service, and all matters not covered by said agreement will be subject to our Terms of Service and Privacy Policy. If you are entering into this Agreement on behalf of a company, institution or other legal entity, you acknowledge that you have the authority to bind said entity to these terms and conditions, in which case the terms "you," "your" or "Member" shall refer to said entity. If you do not have such authority, or if you do not agree with these terms and conditions, you must not accept this Agreement and may not use the Service, and Edpuzzle shall not be responsible for any use you make of the Service without the pertinent authorization. EDUCATIONAL INSTITUTIONS UTILIZING THE SERVICE ARE RESPONSIBLE FOR MONITORING THE RIGHTS AND INTERESTS OF THEIR STUDENTS AND MUST THEREFORE TAKE SPECIAL CARE IN THE REVIEW OF THIS AGREEMENT. EDUCATIONAL INSTITUTIONS SHALL BE RESPONSIBLE FOR OBTAINING, WHERE APPLICABLE, PERTINENT CONSENT FROM PARENTS, LEGAL GUARDIANS OR ELIGIBLE STUDENTS PRIOR TO UTILIZING THE SERVICE. EDPUZZLE SHALL NOT BE RESPONSIBLE FOR ANY NEGLIGENCE OF THE EDUCATIONAL INSTITUTION IN THE REVIEW OF THIS AGREEMENT OR THE OBTAINMENT, WHERE APPLICABLE, OF THE NECESSARY PARENTAL CONSENT.

Privacy

Your privacy is extremely important to us, and we take great care to limit what we collect and how we use it, and to help you understand our policies. Please read our Privacy Policy, which explains how we treat your personal information and protect

your privacy when you use our Service. By using our Service, you agree that Edpuzzle can use such data in accordance with our Privacy Policy.

Sign-up and Security

As a condition to using the Service, you may be required to create an account with Edpuzzle and select a password and username or provide additional contact information. You must provide Edpuzzle with accurate, complete, and updated personal information. You may not select or use the name of another person with the intent to impersonate that person. You will not provide any false information or create an account for anyone other than yourself without permission. We reserve the right to refuse to create an account or to delete an account at our discretion. You shall be responsible for maintaining the confidentiality of your password and will not share your account with anyone or let anyone else access your account. You may not transfer your account to anyone without the express prior written consent from Edpuzzle. You affirm, acknowledge and pledge that all the information you submit when creating an account is truthful and accurate.

Using the Service

As long as you are complying with all of the terms and conditions of the Agreement, Edpuzzle gives you permission to access and use the Service that you select through the applicable sign-up process. The Service is available for your personal, non-commercial use. We are constantly changing and improving our Services. We may add or remove functionalities or features, and we may suspend or stop a Service altogether if, for example, you do not comply with this Agreement or if we are investigating suspected misconduct. You can stop using our Service at any time, although we will be sorry to see you go. We may also stop providing the Service to you, or add or create new limits to our Service or restrict your access to all or a part of the Service at any time without notice or liability. Access to and use of the Service itself is currently free, but in the future, we may offer new or additional special features which Edpuzzle may charge for. The right to access and use the Service is revoked in jurisdictions where it may be prohibited, if any exist. EDPUZZLE IS UNDER NO OBLIGATION TO PROVIDE ITS SERVICES. IT IS THE SOLE RESPONSIBILITY OF THE TEACHER, EDUCATIONAL INSTITUTION OR ORGANIZATION TO BE PREPARED TO CONDUCT ANY TEACHING AND/OR TEACHING-RELATED ACTIVITIES WITHOUT ACCESS TO THE EDPUZZLE SERVICE.

Your Pledge

You affirm, acknowledge and agree that you will not provide any User Submissions (content you create using the Service) or otherwise use the Service in a manner that (i) infringes, violates or misuses another's intellectual property rights, rights of publicity or privacy, or other rights; (ii) violates any international, federal, state or local law, statute, ordinance or regulation or which would render the Company in violation of any applicable laws or regulations (iii) is harmful, fraudulent, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, or otherwise objectionable; or (iv) jeopardizes the security of your account in any way, such as allowing someone else access to your account or password. Additionally,

you affirm, acknowledge and agree that you possess all the rights necessary to provide your User Submissions and grant the Company the above rights.

Your Information and Content

In the course of using the Service, you and other users may provide or post certain content or information which Edpuzzle may use in connection with the Service and which may be visible to certain other users ("User Submissions"). Please review our Privacy Policy for additional information on the types of information different kinds of users are able to provide. Additionally, when the Service is utilized by an educational institution managing student "Educational Records," some User Submissions may be deemed part of said education records (as defined in the "FERPA and Student Data" section below). You retain all ownership rights for any User Submissions. Edpuzzle does not claim any ownership rights over User Submissions. Nevertheless, if your educational institution, company or organization has purchased a Pro Upgrade and granted you access to Edpuzzle's Pro features, it is possible that your institution, company or organization owns all intellectual property rights inherent to your content, depending on the contents of your employment agreement or the organization's internal regulations. EDPUZZLE SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS MADE BY YOUR EDUCATIONAL INSTITUTION, COMPANY OR ORGANIZATION AS TO THE OWNERSHIP OF CONTENT ASSOCIATED TO YOUR ACCOUNT, AND ANY CLAIMS IN THAT REGARD SHOULD BE DIRECTED TO THE EDUCATIONAL INSTITUTION, COMPANY OR ORGANIZATION AND NOT EDPUZZLE. In order to allow Edpuzzle to provide the Service, you hereby grant us a limited, non-exclusive, sublicensable (as necessary to perform the Service), worldwide, royalty-free, and transferable (only to a successor) right and license to:

- use, copy, store, distribute, publicly display, modify, and create derivative works (such as changes we make so that your content works better with our Service) from such User Submissions as necessary to provide, improve and make the Service available to you and other users, including through any future media in which the Service may be distributed;
- use and disclose metrics and analytics regarding the User Submissions in an aggregate or other non-personally identifiable manner (including, for use in improving our service or for marketing and business development purposes);
- use any User Submission (including any Education Record) that has been de-identified for any product development, research or other purpose; and
- use for other purposes permitted by the Edpuzzle Privacy Policy.

You are responsible for making sure that you have all the rights for your User Submissions, including the rights necessary for you to grant us the aforementioned licenses to the User Submissions. The above license (i) will terminate when you delete any User Submissions with intellectual property rights ("IP content"), like photos or videos, you or your institution (as defined below) deletes an Education Record, you delete any personal information, or you delete your account, unless your content has been shared with others and they have not deleted it, or your

content is part of an Education Record still under the control of your institution (e.g., co-teaching). If you would like to delete any videos that may contain personal information regarding your identity, please review the "How Do I Delete My Account?" section of our Privacy Policy and follow the steps to request deletion. Edpuzzle will not heed any deletion requests of "teacher accounts" or "teacher content" made by the educational institution, company or organization, as this should be handled by the educational institution, company or organization itself in accordance with its internal regulations or teacher employment agreements. Additionally, when you delete IP content, Education Records, or personal information, it is deleted in a manner similar to emptying the recycle or trash bin on a computer. However, you understand that any removed User Submission may persist in backup copies for a reasonable period of time. Note that the information contained in Edpuzzle's security backups or copies will not be available or accessible to others. All information posted or transmitted through the Service is the responsibility of the person that posted it, and we will not be liable for any errors or omissions in any content. Edpuzzle cannot guarantee the identity of any other users with whom you may interact in the course of using the Service, or the authenticity of any data which users may provide about themselves. You acknowledge that all content accessed by you using the Service is at your own risk and you will be solely responsible for any damage or loss to any party resulting therefrom. We do not guarantee that we will publish any of your User Submissions, and reserve the right to remove User Submissions from the Service at any time for any reason, such as if we receive a notice report that a User Submission infringes on someone's intellectual property rights. Our automated systems analyze your User Submissions (including emails) to provide you personally relevant product features, such as customized search results, and for spam and malware detection. This analysis occurs as the content is sent, received, and when it is stored. Edpuzzle will not analyze any Educational Records for the purpose of providing behaviorally-targeted advertising to students, yet the aforementioned shall not be construed to limit Edpuzzle's ability to use Educational Records for adaptive learning or customized student learning purposes. We always appreciate your feedback or other suggestions about Edpuzzle, but you understand that we may use your feedback or suggestions without any obligation to compensate you for them.

Ownership of Edpuzzle Teacher Accounts

Your account belongs to you, regardless of the email address you used when signing up for the Services. However, please keep in mind that if your educational institution, organization or company disables your email address and you're not able to log in, we won't be able to recover your account. Additionally, if you utilize the Service through a Pro license acquired by another party for you to use (e.g., bought by your school for teaching purposes), the party paying for such feature has the right to control access to and get reports on your use of such paid feature; however, they do not have rights to your personal account.

Additional Terms by User Types

Students

If you are a student accessing the Service at the invitation of a teacher or other school official, the following terms apply to you:

- Only students who have been invited by their teacher, school, or district may use the Service. You may not access or use the Service unless you are invited by a teacher, school, or district who is authorized to give you access to the Service.
- We request minimal personal information to be provided from students to enable use of the Service: first name, last name, username, email and password. If you are a student, please do not provide any personal information about yourself to us, other than what we request from you when you sign up for the Service. Without prejudice to the aforementioned, when using the Open Classroom feature, students can access and use the Edpuzzle service without the need to create an account. In this modality, students may have to provide a nickname, and only responses will be collected and processed by the service.
- The Children's Online Privacy Protection Act ("COPPA") prohibits online service providers from knowingly collecting personally identifiable information from children under 13 years of age without verifiable parental consent or notice as applicable ("Consent"). Edpuzzle only collects, uses, shares, and retains personal student information for purposes for which we were authorized by the educational institution/agency and teacher.

Teachers

If you are a teacher, aide, trainer or other similar personnel accessing the Service on behalf of an educational institution, company or organization (the "Institution"), the following terms apply to you:

- You understand and acknowledge that COPPA prohibits online service providers from knowingly collecting personally identifiable information from children under 13 years of age without Consent, and you understand that we only collect, use, share and retain student personal information for purposes for which we were authorized by the educational institution/agency or teacher.
- You acknowledge and agree that you have School Consent to allow children under 13 to use the Service and that you and/or the Institution will be solely responsible (and hereby agree that Edpuzzle is not responsible) for compliance with COPPA or any other applicable laws. This includes limiting access to the Service to those student users from whom School Personnel has received valid Consent forms and complying with all parental requests regarding the collection, use and disclosure of such child's information. School Personnel or the educational institution are responsible for providing parental consent forms to the parents of potential student users, for confirming receipt of valid consent forms for each child before granting the

student access to the Service, and for retaining such consent forms on file. If a user's parent does not consent or rescind such School Consent, School Personnel or the educational institution shall immediately notify Edpuzzle to discontinue that student's access to the Service and ensure that such student's information is no longer accessible through the Services.

- You agree that you are acting on behalf of (or have permission from) your Institution to enter into this Agreement and to use the Service as part of your curriculum.
- You agree that you are responsible for maintaining and monitoring the accuracy of the list of students for each of your classes. By way of example, you will only retain students in your classroom as long as it is reasonably needed for their educational development, which shall not exceed more than one school year.
- You acknowledge and agree that, in order to guarantee the privacy and security of your students' data and provide them with the best possible experience through the Edpuzzle Apps, you will make sure your students use the latest versions available in the Play and Apple Store.

ONLY PERSONNEL WHO ARE CURRENT EMPLOYEES OF THE INSTITUTION MAY USE THE SERVICE ON THE INSTITUTION'S BEHALF. UPON TERMINATION OF A TEACHER, AIDE, TRAINER, OR OTHER STAFF MEMBER'S EMPLOYMENT WITH THE INSTITUTION, SUCH INDIVIDUAL MUST RETURN AND CEASE USING ALL LOGIN DETAILS AND STUDENT ACCESS HE OR SHE HAS IN HIS OR HER POSSESSION. EDPUZZLE SHALL NOT BE RESPONSIBLE FOR THE MISUSE OF THE SERVICE BY INSTITUTION PERSONNEL AND SHALL NOT BE HELD ACCOUNTABLE FOR TEACHERS, AIDES, TRAINERS, OR OTHER STAFF MEMBERS OF THE INSTITUTION NOT RETURNING STUDENT EDUCATION RECORDS, AND/OR NOT RETURNING AND CEASING TO USE ALL LOGIN DETAILS AND STUDENT ACCESS THEY HAVE IN THEIR POSSESSION, UPON TERMINATION OF THEIR EMPLOYMENT AGREEMENT WITH THE INSTITUTION.

Co-Teaching

ANY DISPUTES ARISING BETWEEN THE TEACHERS PARTICIPATING IN THE CO-TEACHING CLASS SHALL BE RESOLVED EITHER AMONG THEMSELVES, OR WITH THE INTERVENTION OF THE EDUCATIONAL INSTITUTION, COMPANY OR ORGANIZATION. EDPUZZLE WILL NOT INTERVENE IN SUCH CONFLICTS AND SHALL NOT BE HELD LIABLE FOR ANY MISCONDUCT OF THE TEACHERS PARTICIPATING IN THE CO-TEACHING CLASS. WHEN SETTING UP A CO-TEACHING CLASS WITHIN THE SERVICE, YOU AND THE OTHER PARTICIPATING CO-TEACHER(S) AGREE TO BE EQUALLY AND EXCLUSIVELY RESPONSIBLE AND ACCOUNTABLE FOR THE CLASS AND ITS MANAGEMENT, AS SET FORTH IN THE "CO-TEACHING" SECTION OF OUR PRIVACY POLICY.

FERPA and Student Data

Certain information that may be provided to Edpuzzle by School Personnel that is directly related to a student and maintained by an educational institution, may be considered an education record (“Education Record”) under the Family Educational Rights and Privacy Act (“FERPA”). Additionally, certain information, provided to Edpuzzle by School Personnel about a student, such as student name and grade level, may be considered directory information under FERPA (“Directory Information”) and thus not an Education Record. A school may not generally disclose personally identifiable information from an eligible student’s education records to a third party without written consent of the parent and/or eligible student or without meeting one of the exemptions set forth in FERPA (“FERPA Exemption(s)”), including the exemption for Directory Information (“Directory Information Exemption”) or disclosure to school officials with a legitimate educational interest (“School Official Exemption”). As School Personnel or the Institution providing Directory Information or any Education Record to Edpuzzle, you acknowledge, affirm and pledge to Edpuzzle, as applicable, that your Institution has:

- complied with the Directory Information Exemption, including, without limitation, informing parents and eligible students what information the Institution deems to be directory information and allow parents and eligible students a reasonable amount of time to request that schools do not disclose directory information about them; and/or
- complied with the School Official Exemption, including, without limitation, informing parents in their annual notification of FERPA rights that the Institution defines “school official” to include service providers and defines “legitimate educational interest” to include services such as the type provided by Edpuzzle; or
- obtained all necessary parental or eligible student written consent to share the Directory Information and Education Records with the Company, in each case, solely to enable the Company’s operation of the Service.

Edpuzzle will never share Education Records with third parties except (i) as directed by an Edpuzzle user (i.e., teacher sharing with another teacher or parent); or (ii) to our service providers that are necessary for us to provide the Service, as stated in our Privacy Policy. Education Records are never used or disclosed for third-party advertising or any kind of first- or third-party behaviorally-targeted advertising to students or parents. Additionally, information collected directly from a student using Edpuzzle is never used or disclosed for third-party advertising, or any kind of first- or third-party behaviorally-targeted advertising, and personal information collected from a student is never sold or rented to anyone. This section shall not be construed (i) to prohibit Edpuzzle from marketing or advertising directly to parents so long as the marketing or advertising did not result from the use of Education Records to provide behaviorally-targeted advertising or (ii) to limit the ability of Edpuzzle to use student information or Education Records for adaptive learning or customized student learning purposes. Edpuzzle may use Education Records that have been de-identified for product development, research or other

purposes (“De-Identified Data”). De-Identified Data will have all direct and indirect personal identifiers removed. Edpuzzle agrees not to attempt to re-identify the De-Identified Data and not to transfer the De-Identified Data to a third party unless that party agrees not to attempt re-identification.

GDPR and Minors

The EU General Data Protection Regulation (GDPR) determines that the processing of personal data of a child residing in the European Union shall be lawful where the child is at least sixteen (16) years old, unless Member States have provided, by law, a lower age that is not below thirteen (13) years. As a teacher, you acknowledge, affirm and pledge to Edpuzzle that you or your Institution has obtained all necessary parental or eligible student written consent to share the personal data of your students with Edpuzzle, in each case, solely to enable Edpuzzle's operation of the Service. If you have any issues with Edpuzzle's principles set out in these terms, we will respond to your complaints within thirty (30) days. If your complaint cannot be resolved through our internal processes, we will direct you to the state or national data protection authority in the jurisdiction where you reside.

Edpuzzle Technology Copyright

The Service and the Edpuzzle Technology are intended solely for the personal, non-commercial use of our users and may only be used in accordance with this Agreement. “Edpuzzle Technology” means all past, present and future content of the Service, including, all the software, hardware and technology used to provide the Service (including Edpuzzle proprietary code and third-party software), user interfaces, materials displayed or performed on the Service, such as text, graphics, articles, photographs, images, illustrations and the design, structure, sequence and “look and feel” of the Services, and all other intellectual property, including all Edpuzzle Marks. “Edpuzzle Marks” are the trademarks, service marks, logos, or any other trade name, trademarks, service marks and other distinctive or proprietary brand features of Edpuzzle. Edpuzzle Technology is protected by copyright and other intellectual property laws. You are not allowed to use, store, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, create derivative works from, display, license, sell or otherwise exploit the Edpuzzle Technology for any purposes other than as expressly permitted under this Agreement. You will not decompile, reverse engineer, or otherwise attempt to obtain the source code of any Edpuzzle Technology. Using our Service does not give you ownership of any intellectual property rights in our Service or the Edpuzzle Technology. You may not use content from our Services, including User Submissions, unless you obtain permission from its owner or are otherwise permitted by law. These terms do not grant you the right to use any Edpuzzle Marks. Do not remove, obscure, or alter any copyright or other legal notices displayed in or along with our Services. You may download a single copy of the Edpuzzle App for personal, non-commercial use only.

Use Restrictions

User Responsibilities

We do our best to keep Edpuzzle safe, but we cannot make any guarantees. We need your help to keep Edpuzzle safe, which includes the following commitments by you when using our Service:

- You will only use the Service as permitted by law.
- You will not post unauthorized commercial communications (such as spam or advertisements) on or through the Service.
- You will not collect users' content or information, or otherwise access the Service, using automated means (such as harvesting bots, robots, spiders, or scrapers) without our prior permission.
- You will not engage in unlawful multi-level marketing, such as a pyramid scheme, on the Service.
- You will not upload viruses or other malicious code, files or programs.
- You will not collect, solicit or otherwise obtain login information or access an account belonging to someone else.
- You will not collect, use or disclose data, including personal information, about other users without their consent or for unlawful purposes or in violation of applicable laws or regulations.
- You will not post, share or otherwise make available to the community content that is protected by copyright or applicable intellectual property laws and whose dissemination has been prohibited by its legitimate proprietor.
- You will not bully, intimidate, or harass any user or use the Service in any manner that is threatening, abusive, violent, or harmful to any person or entity, or invasive of another's privacy.
- You will not post content that: is hate speech, discriminating, threatening, or pornographic or sexually explicit; incites violence; or contains graphic or gratuitous violence.
- You will not use the Service to do anything unlawful, deceptive, misleading, illegal, unethical, malicious, or discriminatory.
- You will not do anything that could disable, overburden, or impair the proper working or appearance of the Service or prevent other users from using the Service, such as a denial of service attack or interference with page rendering or other Service functionality.
- You will not use the Service in any commercially unreasonable manner or in any manner that would disparage Edpuzzle.
- You will not impersonate an Edpuzzle employee, or any other person, or falsely state or otherwise misrepresent your affiliation with any person or entity.
- You will use the Service in accordance with its purposes. As a general rule, students using the Service per instruction of an educational institution or teacher are not permitted to create teacher accounts. Periodic exceptions to this prohibition shall be determined on a case by case basis.
- You will not facilitate or encourage any violations of this Agreement or our policies.

Any violation of the above may be grounds for restriction or termination of your right to access or use the Service as foreseen in the next section "Account Bans".

Account Bans

If your account has been involved in serious rule-breaking, the account will be either suspended or banned indefinitely depending on the severity of the offense. A suspension is temporary, whilst a ban, on the contrary, is permanent and cannot be lifted. If there has been a ban or suspension placed on your account, you will not be able to sign in to Edpuzzle anymore. For further information, please refer to Customer Support at support@edpuzzle.com. Customer Support shall provide you with the general reason for the ban or suspension, but will not enter into further discussion. **EVERY BAN OR SUSPENSION ON EDPUZZLE IS THE RESULT OF THOROUGH INVESTIGATION BY OUR MODERATION STAFF. AS A RESULT, ALL SUSPENSIONS AND BANS ARE FINAL AND CANNOT BE DISPUTED.**

Pricing, Billing and Cancellation

This section rules membership fees for the Edpuzzle Pro Teacher plan. Membership fees for the Edpuzzle Pro School plans and any other charges educational institutions, companies or organizations may incur in connection with their use of the service, such as taxes and possible transaction fees, will be charged on a one-time payment in exchange for a one-year subscription ("Initial Term"), with a renewal option for successive one-year periods at the end of each year ("Renewal Term"). Pro School memberships will be subject to the terms set forth in the issued quotes and invoices. Aspects not contemplated by said documents shall be ruled by these Terms of Service.

Billing Cycle

The membership fee for the Edpuzzle Pro Teacher plan and any other charges you may incur in connection with your use of the service, such as taxes and possible transaction fees, will be charged on a monthly basis to your Payment Method on the calendar day corresponding to the commencement of the paid portion of your membership. Visit our website and click on the "Payments" section on the "Plan" page to see your next payment date.

Authorization Requests

A request to the issuing bank for either a \$0 or a \$1 authorization is sent to verify that the card is issued and the bank will allow it to be authorized. Regardless of whether the authorization is declined or not, the authorization request is reversed immediately. However, even if the bank declines the authorization, you may still see an authorization for \$1 on your credit card statement. The important thing to remember is that this is not a charge, and it will disappear, depending on the bank, in anywhere from a few minutes to a few weeks. A first attempt of a \$0 authorization will be done for Visa, MasterCard and American Express. If the \$0 authorization fails, a \$1 authorization will be attempted. For other credit card companies, a \$1 authorization will be the standard request.

Cancellation

You can cancel your Edpuzzle Pro Teacher membership at any time, and you will continue to have access to the Pro Teacher premium features through the end of your monthly billing period. To the extent permitted by the applicable law, payments are non-refundable and we do not provide refunds or credits for any partial-month membership periods. To cancel, go to the "Plan" page and follow the instructions for cancellation. If you cancel your membership, your account will automatically lose access to the Pro Teacher premium features at the end of your current billing period. To see when your account will close, see the "Payments" section on the "Plan" page. If you change your mind about the cancellation before your monthly billing period ends, you can reactivate the billing cycle by clicking on "Reactivate." Please note that subscriptions will also be automatically cancelled upon account deletion.

Changes to the Price and Plan

We may change our subscription plans and the price of our service from time to time; however, any price changes or changes to our subscription plans will apply to you no earlier than 30 days following notice to you.

Switching from Pro Teacher to Pro School

If your educational institution, company or organization upgrades to Pro School and grants you a license to use Edpuzzle in accordance with that plan, your subscription to the Pro Teacher plan will automatically be cancelled at the end of the current month and your account will be integrated into the Pro School plan purchased by your educational institution, company or organization.

Electronic Communications

We will send you information related to your billing (e.g., invoices and expiration notices) in electronic form only, via email to the email address you provided when you signed up.

Receipts

You can download detailed information about past payments on the "Plan" page, including, but not limited to, amount charged, billing address and date paid.

Miscellaneous

Social Media

The Company may, now or in the future, incorporate certain functions that allow you to interact with the Service through your accounts on certain supported third-party services, such as social networks or network storage sites ("Linked Accounts"), "Like" and "Share" buttons, or similar features. If you choose to use such features, you grant the Company permission to access and use your Linked Account for the purpose of processing your requests. Your use of Linked Accounts is subject to the applicable third-party terms.

Indemnity

You will indemnify, defend, and hold the Company, its parents, partners, subsidiaries, affiliates, officers, and employees not responsible for damages, losses, demands, liabilities, settlements, costs and expenses of any kind (including reasonable attorneys' fees) from any claim or demand made by any third party relating to or arising out of (i) your access to, use, or misuse of the Service, (ii) your violation of this Agreement (including any failure to obtain or provide any necessary consent and/or violation of applicable laws or regulations), or (iii) the infringement by you or any third party using your account of any intellectual property or other right of any person or entity, including in connection with your User Submissions.

Copyright Protection

It is Edpuzzle's policy to respond to notices of alleged copyright infringement that comply with the Directive (EU) 2019/790 on Copyright and Related Rights in the Digital Single Market and the Digital Millennium Copyright Act ("DMCA"). You will find the contact details of our Copyright Agent in the [DMCA Designated Agent Directory](#). If your copyright-protected work was posted on Edpuzzle without authorization, you may submit a copyright infringement notification. The fastest and simplest way to submit a copyright takedown notice is through the form attached to the bottom of this article from our Help Center. You will have to fill it out, sign it and email it to us at privacy@edpuzzle.com. Make sure, however, to consider whether fair use, fair dealing or a similar exception to copyright applies before you submit the form. THESE REQUESTS SHOULD ONLY BE SENT BY THE COPYRIGHT OWNER OR AN AGENT AUTHORIZED TO ACT ON THE OWNER'S BEHALF. Edpuzzle may remove any allegedly infringing content without any liability to the infringing user. Edpuzzle will promptly terminate without notice any User's access to the Service where the User is a "repeat infringer" of copyrights. Edpuzzle, however, reserves the right to identify and terminate Users under any circumstances it deems appropriate, including after only a single instance of allegedly infringing behavior by that User.

Third-Party Integrations, Websites and User Interactions

The Service may eventually allow for integrations with third-party apps or tools (e.g., YouTube) to provide certain features and improve your experience when using the Service. As a result, we are obligated to make you aware of certain terms related to the use of such features. YOU ACKNOWLEDGE AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS APPLICABLE TO THE FOLLOWING THIRD-PARTY SERVICES WHEN USING THEIR RESPECTIVE INTEGRATIONS WITH THE SERVICE:

- YouTube's Application Programming Interface ("YouTube API") allows users to access detailed information about YouTube videos from the Edpuzzle's Website and browse any video available on the YouTube platform (governed by the [YouTube Terms of Service](#)).

- Screencastify is a screen recorder for Google Chrome that allows users to record and edit videos which can later be uploaded to Edpuzzle (governed by the [Screencastify Terms of Use](#)).
- Explain Everything is an online interactive whiteboard app that, among others, allows users to screencast and record whiteboard videos. Such videos can be directly shared on Edpuzzle through the integration feature (governed by the [Explain Everything Terms of Use](#)).
- Learning Management Systems (LMS) compatible with Edpuzzle and used by your educational institution, company or organization shall be ruled by their respective terms of service. Currently compatible LMS Interfaces are [Canvas](#), [Schoolology](#), [Moodle](#), [Blackboard](#), [PowerSchool](#), and [Blackbaud](#) – click on each provided link to be redirected to applicable terms and policies.

The Service may also contain links to third-party websites that are not owned or controlled by the Company, and include features that allow you to interact and communicate with third parties. When you access third-party websites or interact or communicate with third parties through the Service, you do so at your own risk. The Company has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any third-party websites, or which are posted to or through the Service by other users. Your interactions with organizations and/or individuals found on or through the Service are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline interaction with any other person.

- User disputes: Edpuzzle is not responsible for the actions, content, information or data of other third parties, including other users. You are solely responsible for your interactions with other users of the Services, and any other parties with whom you interact through the Service. We reserve the right, but have no obligation, to become involved in any way with these disputes.
- Release: if you have a dispute with one or more users, you release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes, including damages for loss of profits, goodwill, use, privacy or data. If you are a California resident, you waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor." And, if you are not a California resident, you waive any applicable state statutes to a similar effect.

Modification to Agreement

We may modify this Agreement or Guidelines to, for example, reflect changes to the law or changes to our Services. You should check the Agreement regularly. We

will post notice of material changes to this Agreement on this page. Changes will not apply retroactively and will only become effective when (a) you use the Service after you know about the change, or (b) thirty days after they are posted (whichever is sooner). However, changes addressing new functions for a Service or changes made for legal reasons will be effective immediately. Your continued use of the Services following notice of the changes to the Agreement or Guidelines, constitutes your acceptance of our amended terms, policies or guidelines. IF YOU DO NOT AGREE TO THE MODIFIED AGREEMENT, PLEASE DISCONTINUE YOUR USE OF THE SERVICE. As stated in our Privacy Policy, Edpuzzle will not change how Education Records are used or shared under these Terms of Service without advance notice and consent from the competent school or institution.

Termination

This Agreement shall remain in full force and effect while you use the Service. You may terminate your use of the Service or your account at any time by either accessing your account's settings page or by contacting us at privacy@edpuzzle.com. Parents and students should reach out to us through an authorized school official. The Company may suspend or terminate your access to the Service or your account at any time, for any reason (without cause or for your violation of any term of this Agreement), and without warning or notice, which may result in the loss of information associated with your account. Upon termination of your account, your right to use the Service will cease immediately. All provisions of this Agreement which, by their nature, should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability.

Dispute Resolution

(A) Generally: in the interest of resolving disputes between you and the Company in the most expedient and cost effective manner, you and the Company agree that any and all disputes arising in connection with these Terms of Service shall be resolved by binding arbitration. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Our agreement to arbitrate disputes includes, but is not limited to, all claims arising out of or relating to any aspect of these Terms of Service and our Privacy Policy, including any other Guidelines and future modifications, whether based on contract, tort, statute, fraud, misrepresentation or any other legal theory, and regardless of whether the claims arise during or after the termination of these Terms of Service. You understand and agree that, by entering into these Terms of Service, you and the Company are each waiving the right to a trial by jury or to participate in a class action. (B) Exceptions: notwithstanding subsection (A), we both agree that nothing herein shall be deemed to waive, preclude, or otherwise limit either our right to (i) bring an individual action in small claims court, (ii) pursue enforcement actions through applicable federal, state, or local agencies where such actions are available, (iii) seek injunctive relief in a court of law, or (iv) to file suit in a court of law to address intellectual property infringement claims. (C) Arbitration: any

arbitration between you and the Company will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Terms of Service, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting the Company. (D) Notice: a party who intends to seek arbitration must first send a written notice of the dispute to the other, by certified mail or Federal Express (signature required), or in the event that we do not have a physical address on file for you, by electronic mail ("Notice"). The Company's address for Notice is: Edpuzzle, Inc.

833 Market Street, Suite 427,
San Francisco, CA 94103,
United States of America

The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). We agree to use good faith efforts to resolve the claim directly, but if we do not reach an agreement to do so within 30 days after the Notice is received, you or the Company may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or the Company shall not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any; provided that our dispute is finally resolved through arbitration in your favor, the Company shall pay you the greater of (i) the amount awarded by the arbitrator, if any, (ii) the greatest amount offered by the Company in settlement of the dispute prior to the arbitrator's award. (E) Fees: in the event that you commence arbitration in accordance with these Terms of Service, the Company will reimburse you for your payment of the filing fee, unless your claim is for greater than \$10,000, in which case the payment of any fees shall be decided by the AAA Rules. Any arbitration hearings will take place at a location to be agreed upon in San Francisco, California, provided that if the claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a non-appearance based telephonic hearing, or by an in-person hearing as established by the AAA Rules. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In such case, you agree to reimburse the Company for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits. (F) No Class Actions: you and the Company agree that each may bring claims against the other only in your or its individual capacity, and not as a plaintiff or class member in any purported class or

representative proceeding. Furthermore, unless both you and the Company agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. (G) Enforceability: if only Subsection F of this Section or the entirety of this Section is found to be unenforceable, then the entirety of this Section shall be null and void and, in such case, the parties agree that the exclusive jurisdiction and venue described elsewhere in this Section shall govern any action arising out of or related to these Terms of Service.

Limitation of Liability

We provide our Service using a commercially reasonable level of skill and care and we hope that you will enjoy using it. But there are certain things that we do not promise about our Services. **DISCLAIMER OF WARRANTIES. THE SERVICE (AND ANY ASSOCIATED CONTENT OR SOFTWARE) IS PROVIDED ON AN "AS IS" BASIS. THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE EDPUZZLE TECHNOLOGY, SERVICES, AND CONTENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF QUALITY, ACCURACY, PERFORMANCE, AVAILABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE AFOREMENTIONED, EDPUZZLE DOES NOT ACKNOWLEDGE OR AFFIRM THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, BE ERROR FREE OR UNINTERRUPTED, THAT ALL ERRORS WILL BE CORRECTED OR THAT THE SERVICES ARE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS.** **LIMITATION OF LIABILITY. UNDER NO LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL EDPUZZLE OR ITS SUCCESSORS, AFFILIATES, CONTRACTORS, EMPLOYEES, LICENSORS, PARTNERS OR AGENTS, BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, COST OF COVER, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF EDPUZZLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM OR RELATING TO (i) THIS AGREEMENT; (ii) YOUR USE OR THE INABILITY TO USE THE SERVICES, CONTENT, OR USER SUBMISSIONS; OR (iii) ANY INTERACTION WITH ANY THIRD PARTY THROUGH OR IN CONNECTION WITH THE SERVICE, INCLUDING OTHER USERS. IN NO EVENT WILL EDPUZZLE OR ITS SUCCESSORS, AFFILIATES, CONTRACTORS, EMPLOYEES, LICENSORS, PARTNERS OR AGENTS, BE LIABLE TO YOU IN THE AGGREGATE (FOR ALL POTENTIAL CLAIMS BY YOU) FOR ANY DAMAGES INCURRED IN EXCESS OF THE GREATER OF ANY FEES YOU HAVE ACTUALLY PAID TO COMPANY FOR USE OF THE SERVICE IN THE 12 MONTHS PRIOR TO THE EVENTS GIVING RISE TO THE CLAIM, OR ONE HUNDRED DOLLARS (\$100). CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF YOU RESIDE IN SUCH A JURISDICTION, SOME OR**

ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

Contact Edpuzzle

If you have any questions or concerns about these Terms of Service or how we protect our community, please contact us at privacy@edpuzzle.com – we'd love to help!

Overview

Edpuzzle’s mission is to help teachers engage their students through the power of video learning. We are humbled that millions of teachers and students like you trust Edpuzzle every day. Earning your trust by ensuring your privacy and safety is therefore extremely important to us. This Privacy Policy explains:

- What information Edpuzzle collects from you (and why we collect it).
- How we use and share that information.
- The choices you have, including how to access, update and delete your information.
- This Policy applies to all products and services offered by Edpuzzle, Inc. (hereinafter referred to as “Edpuzzle,” “we,” “us,” “our,” also including our subsidiaries or affiliates).

SECTIONS WRITTEN IN CAPITAL LETTERS ARE ESPECIALLY IMPORTANT FOR LEGAL COMPLIANCE, SO PLEASE MAKE SURE TO REVIEW THEM CAREFULLY.



We have done our best to write this Policy in simple, clear terms. We encourage you to read it carefully, together with any other privacy notice we may provide on specific occasions when we are collecting or processing personal information about you, so that you are aware of how and why we are using such information.

- Purpose of processing: provide access to and use of Edpuzzle services (website and mobile apps).
- Legal grounds: processing based on user consent, contract performance and the legitimate interest of the company or third parties.
- Recipients: Edpuzzle third-party service providers which help provide the Service. Please see the [Security measures](#) section of this Privacy Policy for more information.
- User rights: access, rectification, erasure, restriction, objection and data portability (see the [Edpuzzle Privacy Principles](#) section of this Privacy Policy). For exercising any of the rights mentioned, please contact Edpuzzle’s DPO.
- Data Protection Officer (DPO): for inquiries regarding this Privacy Policy please contact Edpuzzle’s DPO at privacy@edpuzzle.com or at the physical address listed at the end of this Policy.

- Additional information: to be found in Edpuzzle's [Terms of Service](#) and this Privacy Policy.

Personal information is any information you provide to us that personally identifies you, like your name or email address, or any other information which we could reasonably link to your identity. We will only collect, use, and share your personal information in accordance with this Privacy Policy. This Policy applies whether you use Edpuzzle through edpuzzle.com (the "Edpuzzle Website"), our mobile applications (the "Edpuzzle Apps"), your school's Learning Management Systems (LMS) with which Edpuzzle has been integrated (e.g., Google Classroom, Canvas, Moodle, Schoology, etc.) or any of our other products or services that link to this Privacy Policy (collectively, the "Service"). In addition, this Privacy Policy also covers Edpuzzle's treatment of any personal information about our users that our partners or other services might share with us. This Policy does not apply to websites or services or practices of companies that Edpuzzle does not own or control, such as third-party services you might access through links or other features (e.g., social media buttons; third-party integrations) on the Service. These other services have their own privacy policies, and we encourage you to review them before providing them with personal information. At the end of this Privacy Policy you will find a list with our third-party service providers and a link to their privacy policies, as well as an overview to how, why and under which conditions they might process your personal information. Whether you are new here (welcome!), or have been using Edpuzzle for a long time (welcome back!), please do take the time to get to know our privacy practices. We believe them to be fairly clear and friendly, but if you have any questions, we are here to help. To learn more about how we protect your privacy, send us an email at privacy@edpuzzle.com. BY USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU ACCEPT AND AGREE TO THIS PRIVACY POLICY. Additionally, in our commitment to protecting children's privacy, Edpuzzle participates in the iKeepSafe Safe Harbor program. Edpuzzle has been granted the iKeepSafe FERPA, COPPA and CSPC seals signifying that our website and apps have been reviewed and approved for having policies and practices surrounding the collection, use, maintenance and disclosure of personal information from children consistent with the iKeepSafe FERPA, COPPA and CSPC programs guidelines. Edpuzzle is also a signatory of the Student Privacy Pledge, agreeing to a set of principles intended to safeguard student privacy, including responsible stewardship, protection, and transparent handling of student personal information. Read more about the Student Privacy Pledge [here](#). In compliance with the EU General Data Protection Regulation (GDPR) and the Swiss Federal Data Protection Act, Edpuzzle also complies with the EU-US and Swiss-US Privacy Shield Frameworks as set forth by the US Department of Commerce regarding the collection, use and retention of personal information from European Union member countries, the United Kingdom and Switzerland, respectively. Edpuzzle has certified that it adheres to the Privacy Shield Principles. As a consequence, Edpuzzle remains responsible for any of your personal information that is shared under the Onward Transfer Principle with third

parties for external processing on your behalf, as described in the [Europe](#) section of this Privacy Policy.

What is Edpuzzle?

Edpuzzle is a simple, easy-to-use video platform that helps teachers engage their students. In the classroom, teachers use Edpuzzle to give students video lessons that they watch through the Edpuzzle Apps, Edpuzzle Website or the school's LMS. If multiple devices are used, they will all sync with each other. Beyond the classroom, teachers use Edpuzzle to engage students at home and access this video learning anywhere. Edpuzzle collects students' viewing history and quiz responses which teachers can view instantly. Students can create their own account, but can only tie that account to a class after they receive a unique code from their teacher. As further explained below in the "Which are Edpuzzle's Commitments to providing Transparency and Choice" section of this Privacy Policy, if the school or teacher elects to utilize Edpuzzle with students under a specific age, the school will be responsible for obtaining any necessary parental consent under the applicable laws. No teachers or school members will be provided with a unique code for their students unless they consciously agree to this Policy, by reading and accepting the Privacy Policy notice given prior to signing up and in the verification email sent upon sign-up.

Edpuzzle Privacy Principles

What are Edpuzzle's principles when processing personal information?

In collecting and processing your personal information, we will comply with the data protection laws and regulations in force at the time. This requires that the personal information we hold about you must be:

- Used lawfully, fairly and in a transparent way.
- Collected only for valid purposes that we have clearly explained to you and not used in a way that is incompatible with those purposes.
- Relevant to the purposes we have told you about and limited only to those purposes.
- Accurate and kept up-to-date.
- Kept only as long as necessary for the purposes we have told you about.
- Kept securely.

Why does edpuzzle collect personal information from its users?

Edpuzzle collects personal information from users in order to provide the Service. Concretely, the personal information of students and teachers is collected and used for the following purposes:

- To create the necessary accounts to use the Service.
- To provide teachers with analytics on student progress.
- To help teachers connect with other teachers from the same school or district.
- To send email updates to teachers, if applicable.
- To assess the quality of the Service.
- To secure and safeguard personal information.
- To access premium features, if applicable.
- To comply with all applicable laws on the protection of personal information.

What are my rights when using Edpuzzle?

Your rights relating to your personal information include:

- to be informed about how Edpuzzle uses your personal information;
- to request access to personal information held by Edpuzzle, and to have any incorrect, inaccurate or incomplete personal information rectified;
- where appropriate, to restrict processing concerning you or to object to processing;
- to have personal information erased where there is no compelling reason for its continued processing; and
- where applicable, to portability of personal data, that is to say, to receive your personal information in a structured and commonly used format.

Which are my responsibilities when Using Edpuzzle?

We require that your personal information is accurate. Please let us know if the personal information you provided us for creating your account has changed. If we do not have the correct information, we cannot take responsibility for information-related errors. Additionally, if we determine that you are in violation of this Policy, you will be subject to disciplinary action that could eventually lead to the banning of your account.

What are Edpuzzle's commitments to providing transparency and choice?

We try to be transparent about what information we collect, so that you can make meaningful choices about how it is used. For example, you can:

- Opt-out of providing certain information.
- Access and manage your account information by using the account settings within Edpuzzle.
- Control who you share information with.
- Remove information from Edpuzzle.
- Take information out of Edpuzzle.

Notice

When providing you with information on the processing of your personal information, such as its collection, transfer to other countries, types or identity of third parties to which we disclose that information and the purposes for which we do so, we will make sure that such information is provided in clear and understandable language. Also, initial notice on our practices and policies will be provided when you are first asked to provide personal information to us, or as soon as practicable thereafter, and in any event before we use the information for a purpose other than that for which it was originally collected.

Choice

We will offer you the opportunity to choose (by either opting-out or opting-in) if your personal information is (a) to be disclosed to a third party different from those listed in this Privacy Policy, or (b) to be used for a purpose materially different from the purpose for which it was originally collected or subsequently authorized by you.

Change of Purpose

We will only use your personal information for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason which is compatible with the original purpose. If we need to use your personal information for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

Contract Performance

When, as a teacher or school representative, or when acting on behalf of a company or other organization, you create an Edpuzzle account, you provide your first and last name and an email address. We require those data elements for you to enter into the [Terms of Service](#) agreement with us, and we process those elements on the basis of performing that contract.

Consent

If you are a teacher or school representative, or use the Service on behalf of a company or other organization, note that Edpuzzle provides its Service upon explicit consent given by you when signing up. Prior to signing up, we will direct you to our [Terms of Use](#) and this Privacy Policy. When signing up, you will be declaring to have read such policies and to consent to them. Remember, nonetheless, that you will be able to withdraw your consent at any time by deleting your account in accordance with this Policy's [Managing My Information](#) section.

EDUCATIONAL INSTITUTIONS UTILIZING THE SERVICE ARE RESPONSIBLE FOR MONITORING THE RIGHTS AND INTERESTS OF THEIR STUDENTS AND MUST THEREFORE TAKE SPECIAL CARE WHEN REVIEWING THIS PRIVACY POLICY. EDUCATIONAL INSTITUTIONS SHALL BE RESPONSIBLE FOR OBTAINING, WHERE APPLICABLE, PERTINENT CONSENT FROM PARENTS, LEGAL GUARDIANS OR ELIGIBLE STUDENTS (THOSE WHO ARE 18 YEARS OF AGE OR ATTEND A POSTSECONDARY INSTITUTION) PRIOR TO UTILIZING THE SERVICE. EDPUZZLE SHALL NOT BE

RESPONSIBLE FOR ANY NEGLIGENCE OF THE EDUCATIONAL INSTITUTION IN THE REVIEWING OF THIS PRIVACY POLICY OR THE OBTAINMENT, WHERE APPLICABLE, OF THE NECESSARY PARENTAL CONSENT.

U.S. Educational Institutions and Parental Consent: Consistent with the requirements of COPPA, if you or your school decide to utilize the Service with children under 13, you will be electing to either obtain parental consent or to consent on behalf of the children's parents directly, which is commonly referred to as "school consent." At the same time, yet subject to exceptions, FERPA prohibits schools from disclosing personally identifiable information from a student's education record to a third party without written consent from the parent or eligible student. Accordingly, schools must either obtain parental consent, or ensure that their use of Edpuzzle meets one of FERPA's exceptions to the written consent requirement. Typically, schools are exempted from obtaining parental consent under FERPA when Edpuzzle is identified as a "school official," meaning Edpuzzle is performing an institutional service or function for which the school would otherwise use its own employees.

European Educational Institutions and GDPR: According to article 8 of the GDPR, minors shall be entitled to give valid consent only if they are 16 years old (unless Member States have set a lower age limit which, nonetheless, cannot be under 13 years old). Under that age limit, processing of personal information related to minors shall be subject to parental consent. Schools are in control of their students' personal information and are obliged to take all necessary measures for protecting said information. This means that schools will have to be especially cautious when contracting any service that may require disclosure of student personal information. In other words, schools are data controllers in terms of GDPR and thus determine the purposes and means of the processing of student personal data. As a consequence, schools will also be responsible for informing students and their parents accordingly about what data is collected, which are the purposes of collection, how data is used and to which third parties it is disclosed, including Edpuzzle.

Legitimate Interests

Generally, the remainder of the processing of personal information we perform is necessary for the purposes of our legitimate interests or those of third parties. For example, for legal compliance purposes or to maintain ongoing confidentiality, integrity, availability and resilience of Edpuzzle's systems, website, and overall services, we must keep logs of Technical Information; and, in order to respond to legal process, we are required to keep records of users who have sent and received DMCA takedown notices. As foreseen in the "Restrictions" and "Account Bans" sections of our [Terms of Service](#), the breach of certain rules in the use of the Service may lead to the suspension or indefinite ban of your account, depending on the severity of the offense. In the event of an indefinite account ban, Edpuzzle may keep part of your personal information, such as, but not limited to, IP address and email address, to prevent you from accessing or using the Service.

How will Edpuzzle notify me of changes to this policy?

We may occasionally update this Privacy Policy. You can see when the last update was by looking at the "Last Updated" date at the top of this page. We will not reduce your rights under this Privacy Policy without your explicit consent. If we make any significant changes, we will provide prominent notice by posting a notice on the Service and/or notifying you by email (using the email address you provided) prior to and after changes taking effect, so you can review and make sure you're aware of them. We encourage you to review this Privacy Policy from time to time, to stay informed about our collection, use, and disclosure of personal information through the Service. If you do not agree with any changes to the Privacy Policy, you may delete your account (although we will be sad to see you go!). By continuing to use the Service after the revised Privacy Policy has become effective, you acknowledge that you accept and agree to the current version of the Privacy Policy.

Protecting Our Students

What information does Edpuzzle collect from children, and how is it used?

Except for the "Open Class" feature as explained below, Edpuzzle collects the minimal amount of information from students necessary to create accounts on our Service: we ask students to provide a unique username, a unique email, a password, their first and last name and a unique code they have been given by their teacher to join a class. Beyond this information, students can submit responses, comments, audios or images depending on the activities they are assigned, which will remain private between teacher and student. All this information will only be used for the purposes of the school/teacher. In addition to the information entered by the child, we automatically collect some information from any use of our Service as set forth in the "Information Collected Automatically" section. We use this information to provide the Service to the child, for security and safety purposes, or as required by law or to enforce our Terms. We will not require children to provide more personal information than is reasonably necessary in order to participate in the Service. If we discover that we have collected information from a child in a manner inconsistent with COPPA, FERPA or any other applicable laws or regulations, we will take appropriate steps to delete the information. We do not disclose any personal information about children to third parties, except to service providers necessary to provide the Service, as required by law, or to protect the security of the Service or other users. Information collected from students (including personal information and information collected automatically) is never used or disclosed for third-party advertising, including any kind of first- or third-party behaviorally targeted advertising, and children's personal information is never sold or rented to anyone, including marketers or advertisers. When using the Open Class feature, students can access and use the Edpuzzle service without the need to create an account. In this modality, students may have to provide a nickname, and only responses will be collected and processed by the Service.

What children's information is visible to others?

No student's profile is made available or visible to the public, or to any other students, through Edpuzzle. Teachers may share their classes, including grades or scores, with other teachers they co-teach with in their school, to help them collaborate. If the teacher chooses to display Edpuzzle in their classroom, either by utilizing the "live mode" feature of the Service or by projecting via a smartboard or interactive whiteboard, students physically present in that classroom may see other students' names, responses, comments or total scores.

EDUCATIONAL INSTITUTIONS AND TEACHERS SHALL MAKE A RESPONSIBLE USE OF THE SERVICE AND AVOID COMPROMISING CHILDREN'S PERSONAL INFORMATION AT ALL TIMES WHEN DISPLAYING EDPUZZLE IN THE CLASSROOM. EDPUZZLE SHALL NOT BE HELD LIABLE FOR THE INAPPROPRIATE USE OF THE SERVICE BY THE EDUCATIONAL INSTITUTION OR THE TEACHER.

How long does Edpuzzle keep children's information?

We only keep a child's personal information for as long as his or her student account is active, unless we are required by law to retain it, need it to ensure the security of our community or our Service, or to enforce our Terms:

- **Minimal information:** As mentioned before, Edpuzzle collects the minimal amount of information from students necessary to create accounts on our Service: we ask students to provide first name, last name, email, a username and a password. Consistent with the requirements of FERPA and COPPA in the United States and of GDPR in Europe, among other applicable laws, we only collect, use, share, and retain student personal information for purposes for which we were authorized by the educational institution/agency, teacher or the student. Beyond this information, students can submit responses, comments, audios or images depending on the activities they are assigned, that will remain private between teacher and student. In addition to the information entered by the child, we automatically collect some information from any use of our Service as set forth in the "Information collected automatically" section.
- **Deleting inactive accounts:** If a student's account is inactive for eighteen (18) months or more (meaning the student has not used his or her account), Edpuzzle will automatically delete the student account, including all personal information provided by the student or collected by Edpuzzle from the student, as well as questions, responses or comments associated with the account. The mentioned eighteen (18) month term has been calculated in accordance with the estimated use of the Service, which usually coincides with an entire school year, plus an additional period of time in case teachers want to renew the use of the Service. If the day in which the account should

be deleted does not exist in the corresponding month (e.g., last day of activity being the 30th of August and deletion programmed for February of the following year, which only has 28 or 29 days), deletion will be performed on the last day of the 18th month.

After deletion of the account Edpuzzle may retain copies and/or backups of the mentioned information for a maximum term of thirteen (13) months. Nevertheless, Edpuzzle shall not be responsible for the accidental loss or destruction of data on behalf of users. Edpuzzle will not be obliged to recover erased data stored in backups when erasure is attributable to users. EDUCATIONAL INSTITUTIONS UTILIZING THE SERVICE ARE RESPONSIBLE FOR COMPLYING WITH THE RETENTION OF STUDENT EDUCATION RECORDS FOR AS LONG AS LEGALLY APPLICABLE. STUDENT PROGRESS MAY BE SAVED FOR EITHER SHORTER OR LONGER PERIODS THAN THE ONES STATED ABOVE IF SO DECIDED BY THE EDUCATIONAL INSTITUTION. TEACHER ACCOUNTS WILL BE PROVIDED WITH NECESSARY TOOLS TO MANAGE AND DELETE STUDENT INFORMATION. EDPUZZLE SHALL NOT BE RESPONSIBLE FOR ERASURE OF STUDENT PROGRESS DUE TO ACCOUNT DELETION AFTER AN EXTENDED PERIOD OF INACTIVITY OR BECAUSE OF THE VOLUNTARY ELECTION TO DELETE TEACHER ACCOUNTS. SCHOOL OFFICIALS MAY REQUEST DELETION OF STUDENT INFORMATION AND CONTENT AT ANY TIME BY CONTACTING EDPUZZLE AT PRIVACY@EDPUZZLE.COM.

Parental Choices

Any parents that want copies of their children's personal information that we may have stored can contact their children's school personnel to that end. At any time, the school can also refuse to permit us to collect further personal information from its students, and can request that we delete the personal information we have collected from them by contacting us at privacy@edpuzzle.com. Please keep in mind that deleting records may require us to terminate the account in question. Also remember that before we can share the information with the school, or delete it per your request, we will, by reasonable means, proceed to verify the identity of the requester.

Information Collected

What information does Edpuzzle collect?

We collect two types of information about you: (1) information that you voluntarily provide us by using the Edpuzzle Service (described below under "Information you provide to us") and (2) information collected automatically as result of your use of the Service (described below under "Information collected automatically"). The types and amounts of information collected will vary depending on whether the user is a teacher or student (e.g. we collect minimal information from students) and how they use Edpuzzle (e.g. if teachers join their school, we may need to collect school address information).

Information You Provide to Us

There are currently two categories of users on our Service: teachers and students. We collect and store the following types of information from each type of user:

- **Account Sign-up and Profile Information:** To create an Edpuzzle account as a teacher, you may be asked to provide some basic information such as your first and last name, email address, password and profile photo. If you create an Edpuzzle account as a student, you will be asked to enter your first name, last name, username, password and email. Teacher profiles may be viewed by other teachers in the same school or when searching for it through Edpuzzle's search engine; however, no student profile is made available or visible to the general public through the functionality of our Service.
- **School Information and Collaboration Features:** If you are a teacher, as part of the profile information you provide, you will be asked to choose to associate your account with an existing school or you may enter a new school name and possibly your school's address if we do not have it already. If you are using the Service as a teacher, we may ask you for permission to collect and store your precise geolocation information to help us identify schools located nearby for you. By connecting you with your school, the Service may enable and provide additional collaboration features for teachers within the same school such as sharing videos.
- **Class Information:** As a teacher you will need to enter the grade level (e.g., first grade). You will have the opportunity to change the names and passwords of the students in your class (these may or may not be the student's actual first and last names; it is entirely the teacher's choice what they enter here: for example, teachers could enter 'John S', 'John', 'JS', or 'Student 23' to describe the same person). If a teacher opts to share the classes they set up on Edpuzzle with other teachers in their school, such as teachers they co-teach with, then those teachers can also see that class's information. Students will also be able to create lessons (and add questions, comments, audio or images into them) if their teacher assigns a Student Project to them, but these lessons will remain private to their teachers. Only if the teacher chooses to share them with the class, will the other students in the class be able to watch others' videos.
- **Interactive Lessons:** As a teacher you can upload your own videos (which may include your face or voice), record your voice (for small clarifications, warm introductions or replace the original audio) and add questions, comments or images at any point during the lesson. If this content is set as public, other teachers may use it to teach other students all around the world; however, students will only see the videos assigned to them by their teachers.
- **Responses, Grades and Feedback:** As a student, you may have to write your own responses for open-ended questions included in your lessons. They can only be viewed by your teacher, as well as any grades - corresponding to either multiple choice or open ended questions - and any private messages exchanged with the teacher for further discussion about a specific response.

- **Contact Information:** When you choose to provide us with your personal information through the Service in some other manner (e.g., when you request a quote for upgrading to a "Pro Plan" at your school, when you submit a copyright claim or report any media on our platform, when you send us an email asking a question, submit a support request, participate in a video testimonial about our Service, or choose to participate in any research efforts with Edpuzzle to improve the Service).
- **Billing Information:** When subscribing to any of our "Pro Plan" options, you will be asked to provide necessary information for processing the payment (e.g., credit/debit card number). As further explained in the [Security Measures](#) section of this Privacy Policy, payments are processed over Stripe.

Our use of the information above is described below in the "How Does Edpuzzle Use the Information it Collects?" section. If you are using the Edpuzzle App, we may ask you for certain permissions.

Information Collected Automatically

Like most web-based services, we (or our service providers) may automatically receive and log information on our server logs from your browser or your device when you use the Service. For example, this could include the frequency and duration of your visits to Edpuzzle (similar to TV ratings that indicate how many people watched a particular show). If you use Edpuzzle on different devices, we may link the information we collect from those different devices to help us provide a consistent Service across your different devices. If we do combine any automatically-collected information with personal information, we will treat the combined information as personal information, and it will be protected as per this Privacy Policy. The technologies and information we automatically collect include:

- **Cookies and Other Similar Technologies:** We (or our service providers) may use various technologies to collect and store information when you visit our Service, including clear GIFs (also known as "web beacons"), "tags", "scripts", and "cookies". We also make use of persistent secure cookies: persistent cookie remains after you close your browser (although they can be removed) and may be used by your browser to identify you on subsequent visits to the Service. We may also use, collect and store information locally on your device using mechanisms such as browser web storage (including HTML 5). Like many services, Edpuzzle uses these technologies to tailor the Service for you, and to help the Service work better for you - for example, by remembering your language preferences.
- **Device Information:** We collect, through our third-party analytics services, device-specific information such as your operating system, hardware version, device settings, file and software names and types, battery and signal strength, and device identifiers. This helps us measure how the Service is performing, improve Edpuzzle for you on your particular device, and send you push notifications if you've opted in to receive them.

- **Log Information:** Like most online services, when you use our Service, we automatically collect and store certain information in our server logs. Examples include:
 - Details of how you used our service, such as your activity on the Service, and the frequency and duration of your visits to the Edpuzzle Website or Edpuzzle App (similar to TV ratings that indicate how many people watched a particular show).
 - IP Address.
 - Device event information such as crashes, system activity, hardware settings, browser type, browser language, the date and time of your request and referral URL.

This information helps us make decisions about what we should work on next - for example, by showing which features are most (or least!) popular.

- **Location Information:** When you use our Service we may collect and process information about your geographic location, for example through GPS, Bluetooth, or Wi-Fi signals. We collect coarse (i.e., city-level) location data. We will not store or track your device location on an ongoing basis or without your permission. We do not share precise geolocation data with third parties, other than our service providers as necessary to provide the Service.
- **Learning Management System (LMS) Interfaces:** When accessing Edpuzzle through your institution, company or organization's LMS (e.g., Google Classroom, Blackboard, Canvas or Moodle, among others), we may collect and process information related to this kind of use of the Service, such as your school user ID, your profile picture, information on the LMS interface and the LTI version used and your school domain name.

Automated Decision Making and Profiling

Automated Decision Making (ADM) refers to a decision which is taken solely on the basis of automated processing of your personal data. This means processing using, for example, software code or an algorithm, which does not require human intervention. Profiling means using automated processes without human intervention (such as computer programmes) to analyse your personal information in order to evaluate your behaviour or to predict things about you which are relevant in the context of using Edpuzzle, such as what kind of videos you used. As profiling uses automated processing, it is sometimes connected with automated decision-making. Not all profiling results in automated decision-making, but it can. If you are a teacher, we may use profiling or other forms of automated processing to show you personalized content and make recommendations through the web and/or email based on, but not limited to, your usage, subject area, school and country. If you are a student (or the parent or legal guardian of a student), we may use profiling or other forms of automated processing to provide your teacher or teachers with analytics on your progress, depending on the videos you have watched and responses to quizzes you have submitted.

How does Edpuzzle use the information it collects?

First and foremost, you should know that Edpuzzle does not sell or rent any of your, or your students' personal information to any third party for any purpose including for advertising or marketing purposes. We use the information we collect from you to provide you with the best Edpuzzle experience. More specifically, this information is used to:

- Provide and improve the Service, for example by developing new products and features.
- Respond to your requests for information or customer support.
- Customize the Service for you, and improve your experience with it.
- Send you information about new features and Edpuzzle products we believe you may be interested in.
- Most crucially, to protect our community by making sure the Service remains safe and secure.

We use automatically collected information (described in the "Information Collected Automatically" section above) to provide and support our Service, and for the additional uses described in this section of our Privacy Policy.

How long does Edpuzzle keep information about me?

We store your personal information for as long as it is necessary to provide products and Services to you and others, including those described above. As a general rule, if your account is inactive for eighteen (18) months or more (meaning you have not logged into your account during that time), Edpuzzle will automatically delete your account. Deletion will affect any on-going paid subscriptions, which will be immediately cancelled. Note we may retain and use de-identified data (i.e., data which has been stripped off all information that can be used to identify a person) for purposes of research, improvement of our products and services, and/or the development of new products and services. We may also have to retain some information after your account is deleted, to comply with legal obligations, to protect the safety and security of our community or our Service, or to prevent abuse of our Terms. In case we keep copies or backups of personal information, such copies or backups will be kept for a maximum term of thirteen (13) months after the deletion of your account. Remember that you can delete your account at any time, as per the "How Can I Delete my Account?" section. In addition to the policy above that applies to all users, we only keep a student's personal information while the student's account is active, unless we are required by law to retain it or need it to ensure the security of our community or our Service, or to enforce our Terms.

Social Media Features/Widgets

The Service may now or in the future include social media features, such as the Facebook Like button, and the Twitter Tweet button. These social media features may collect your IP address, which page you are visiting on our site, and may set a cookie to enable the feature to function properly. Social media features and widgets are either hosted by a third party or hosted directly on our website. Your interactions with these social media features are governed by the privacy policy of the company providing each social media feature. If you are not comfortable accessing such social media websites and using such social media features, please don't use them!

Security Measures

Will Edpuzzle share any information it collects?

First and foremost, you should know that Edpuzzle does not sell or rent your, or your students' personal information to any third party for any purpose - including for advertising or marketing purposes. Furthermore, we do not share personal information with any third parties except in the limited circumstances described in this Privacy Policy:

- **Other Users You Share and Communicate with on Edpuzzle:** No student profiles are made available to the general public through our Service. Furthermore, students cannot share their account information with anyone on Edpuzzle. If you are a teacher you may choose to share information or content through the Service with other Edpuzzle teachers - for example, things like your account information or videos. Please keep in mind that information (including personal information or children's personal information) or content that you voluntarily disclose to others - including other Edpuzzle users you interact with through the Service can be viewed, copied, stored, and used by the people you share it with. We cannot control the actions of people with whom you choose to share information.
- **Third-party Integrations on Our Service:** When, as a teacher, you use third-party apps, websites or other services that use, or are integrated with, our Service, they may receive information about what you post or share. For example, when you invite others via Facebook or Twitter, these services receive the information that you share through this functionality, and information that you are sharing this from Edpuzzle. Information collected by these apps, websites or integrated services is subject to their own terms and policies.
- **Service Providers:** We do work with vendors, service providers, and other partners to help us provide the Service by performing tasks on our behalf - we can't build everything ourselves, after all! We may need to share or provide information (including personal information) to them to help them perform these business functions, for example sending emails on our behalf, database management services, database hosting, providing customer

support software, and security. Please see here a list of the third parties we work with to provide the Service. Generally, these service providers do not have the right to use your personal information we share with them beyond what is necessary to assist us. Additionally, these service providers must adhere to confidentiality and security obligations in a way that is consistent with this Privacy Policy. Teachers and students may see advertisements at some point on lessons streaming from YouTube. These advertisements are governed by the terms of use and privacy policy of YouTube and under no circumstances is Edpuzzle responsible for any content that may show up on them.

- **Testimonials:** We post testimonials on our Service which may contain personal information such as the name, photo and/or a video of the individual in the testimonial. We obtain the individual's consent in advance to ensure we have permission to post this content publicly. To request removal of your personal information from our testimonials, please contact us at privacy@edpuzzle.com.
- **Analytics Services:** We use analytics services, including mobile analytics software, to help us understand and improve how the Service is being used. These services may collect, store and use information in order to help us understand things like how often you use the Service, the events that occur within the application, usage, performance data, and from where the application was downloaded.
- **Aggregated Information and Non-Identifying Information:** We may share aggregated, non-personally identifiable information publicly, including with users, partners or the press in order to, for example, demonstrate how Edpuzzle is used, spot industry trends, or to provide marketing materials for Edpuzzle. Any aggregated information shared this way will not contain any personal information.
- **Legal Requirements:** We may disclose personal information if we have a good faith belief that doing so is necessary to comply with the law, such as complying with a subpoena or other legal process. We may need to disclose personal information where, in good faith, we think it is necessary to protect the rights, property, or safety of Edpuzzle, our employees, our community, or others, or to prevent violations of our [Terms of Service](#) or other agreements. This includes, without limitation, exchanging information with other companies and organizations for fraud protection or responding to government requests.
- **Sharing with Edpuzzle Companies:** Over time, Edpuzzle may grow and reorganize. We may share your personal information with affiliates such as a parent company, subsidiaries, joint venture partners or other companies that we control or that are under common control by us, in which case we will require those companies to agree to use your personal information in a way that is consistent with this Privacy Policy.
- **Change of Control:** In the event that all or a portion of Edpuzzle or its assets are acquired by or merged with a third party, personal information that we have collected from users would be one of the assets transferred to or

acquired by that third party. This Privacy Policy will continue to apply to your information, and any acquirer would only be able to handle your personal information as per this policy (unless you give consent to a new policy). We will provide you with notice of an acquisition within thirty (30) days following the completion of such a transaction, by posting on our homepage, and by email to your email address that you provided to us. If you do not consent to the use of your personal information by such a successor company, you may request its deletion from the company. In the unlikely event that Edpuzzle goes out of business, or files for bankruptcy, we will protect your personal information, and will not sell it to any third party.

- With your Consent: Other than the cases above, we won't disclose your personal information for any purpose unless you consent to it. Additionally, as discussed above, we will never sell or rent your personal information to advertisers or other third parties.

Do Not Track

Edpuzzle does not track its users over time and across third-party websites to provide targeted advertising and therefore does not respond to Do Not Track (DNT) signals. For more information on "do not track," please visit www.allaboutdnt.org. Third parties that have content embedded on our website, such as a social feature, may set cookies on a user's browser and/or obtain information about the fact that a web browser visited the Edpuzzle website from a certain IP address. Third parties cannot collect any other personally identifiable information from Edpuzzle's website unless you provide it to them directly.

Which are Edpuzzle's Third-Party Service Providers?

It is important to us that we keep your information safe and secure. To best provide our services, and keep your information safe, we work with a few other companies (we can't do it all ourselves!). These companies ("third-party service providers", "collaborators" or "agents") will only have access to the information they need to provide the Edpuzzle service. Below is a list of the service providers which, subject to their terms of service and privacy policies as linked below, may have access to personal data to process on our behalf in accordance with our instructions, Privacy Policy and any other requirements regarding confidentiality, security or integrity:

- [Amazon Web Services \(AWS\)](#) for hosting Edpuzzle's servers, videos, images and audios.
- [Bitmovin](#) for video encoding
- [Coconut.co](#) for video encoding
- [Google Services](#) for analytics on our website ("Google Analytics"), for mobile analytics ("Fabric") and for spam and abuse protection ("reCAPTCHA").
- [iPapi](#) for IP address location API and geolocation.
- [Marketo](#) for sending email updates to teachers.
- [Mixpanel](#) for analytics on our websites.

- [MongoDB Atlas](#) for securely storing and organizing data.
- [NewRelic](#) for analytics on our websites.
- [Loggly](#) for tracking errors on our website.
- [Quickbooks](#) for invoice management.
- [Salesforce](#) for customers management.
- [Soundcloud](#) for storage of old audios.
- [Sqreen](#) for monitoring the security of our service and protecting our web and apps from advanced attacks.
- [Stripe](#) as a payment processing service.
- [Zendesk](#) for organizing and handling support requests.

This list may change over time, and we will work hard to keep it up-to-date. However, disclosure of your personal information to additional third parties or use of it for different purposes than those indicated in this Privacy Policy shall only be done after notifying you all necessary information on any key elements affecting the processing of your personal data, either by directly emailing you with it or by updating this Policy and giving appropriate notice of it. You will then have the right to exercise an 'opt out' choice if your personal information is about to be used and/or disclosed in a way that you believe is not consistent with this Policy. If you are a user from the European Union, the United Kingdom or Switzerland, know that Edpuzzle complies with the EU-US and Swiss-US Privacy Shield Frameworks as set forth by the US Department of Commerce regarding the collection, use, and retention of personal information transferred from the European Union, the United Kingdom and/or Switzerland to the United States. To learn more about our compliance under the Privacy Shield program, please see the [Europe](#) section of this Privacy Policy.

Accountability for Onward Transfer

We will transfer your personal information to third-party service providers only for limited and specific purposes. We will obtain contractual assurances from our collaborators that they will safeguard personal information in a manner consistent with this Policy and that they will provide the same level of protection as per best industry standards. We recognize our responsibility and potential liability for onward transfers to agents. Where we have knowledge that an agent is using or disclosing personal information in a manner contrary to this Policy and/or level of protection as required by applicable laws and regulations, we will take reasonable steps to prevent, remediate or stop such use or disclosure. If we transfer personal information to non-agent third parties, that is to say, any new collaborators that are not included in the previously mentioned list, we will (1) notify you with all necessary information on any key elements affecting the processing of your personal data, and (2) obtain contractual assurance from these parties that they will provide the same level of security as per best industry standards and in accordance with any applicable laws and regulations.

How does Edpuzzle protect and secure my information?

Your Edpuzzle account is protected by a password. You can help us protect your account from unauthorized access by keeping your password secret at all times. The security of your personal information is important to us. We work hard to protect our community, and we maintain administrative, technical and physical safeguards designed to protect against unauthorized use, disclosure of or access to personal information, such as:

- **Security Protocols:** We periodically review our information collection, storage and processing practices, including physical security measures, to protect against unauthorized access to systems.
- **Security Technology:** We continually develop and implement features to keep your personal information safe - for example, when you enter any information anywhere on the Service, we encrypt the transmission of that information using secure socket layer technology (SSL) by default.
- We ensure passwords are stored and transferred securely using encryption and salted hashing.
- **Employee Access:** We use best-effort practices to secure usernames, passwords and any other means of gaining access to users data. All employees sign confidentiality agreements and pass criminal background checks.
- **Employee Training:** We provide periodic security training to those employees that operate or have access to users' data.

How would Edpuzzle deal with a security breach?

Although we make concerted good faith efforts to maintain the security of personal information, and we work hard to ensure the integrity and security of our systems as per best industry standards, no practices are 100% immune, and we can't guarantee the security of information. Outages, attacks, human error, system failure, unauthorized use or other factors may compromise the security of user information at any time.

- **Initial Notice:** Upon the discovery of a security breach that results in the unauthorized release, disclosure or acquisition of personal information, we will notify electronically, no later than 48 hours or 1 business day, such discovery to all affected users, schools and districts so that you can take appropriate protective steps. This initial notice will include, to the extent known at the time of the notification, the date and time of the breach, its nature and extent, and the Service's plan to investigate and remediate the breach. Schools and districts will also be provided with a list of students and employees whose data was released, disclosed or acquired.
- **Detailed Notification:** Upon discovery of a breach, we will conduct a deep investigation in order to electronically provide, no later than 5 calendar days, all affected users, schools and districts with a more detailed notice of the breach, including but not limited to the date and time of the breach; nature

and extent of the breach; and measures taken to ensure that such breach does not occur in the future. Schools and districts will also be provided with the name(s) of student(s) and employee(s) whose data was released, disclosed or acquired. We may also post a notice on our homepage (www.edpuzzle.com) and, depending on where you live, you may have a legal right to receive notice of a security breach in writing. When it is not possible to provide all of the aforementioned information at the same time, we will provide you with the remaining information without undue further delay.

Both notifications will be written in plain language, will be titled “Notice of Data Breach” and will present the information described above under the following heading: “What Happened,” “What Information Was Involved,” “What We Are Doing,” “What You Can Do” and “For More Information”. Additional information may be provided as a supplement to the notice.

Managing My Information

How can I access and manage my personal information?

Upon request and in accordance with the applicable laws and regulations, we will grant you reasonable access to your personal information that is held by Edpuzzle. In addition, we will take reasonable steps to permit you to correct, amend, or delete your personal information that is demonstrated to be inaccurate, incomplete or processed in violation of this Privacy Policy. It is Edpuzzle's goal to provide you with easy access to any personal information we have collected about you. If that information is incorrect, we also want to make sure to give you easy ways to update it, or delete it, unless we have to keep that information for legal purposes.

- **Accessing Your Information:** To request access to the personal information we have about you on file, any school personnel can contact us at privacy@edpuzzle.com. In some cases, we will not be able to guarantee complete access due to legal restrictions; for example, you will not be allowed to access files that contain information about other users or information that is confidential to us. Furthermore, we may not be able to fulfill requests that are unreasonably repetitive, require disproportionate technical effort or would be extremely impractical.
- **Updating Your Information:** You may update, correct, or delete some of your profile information or your preferences at any time by logging into your account on Edpuzzle and accessing your account settings page. You may also, at any time, update, correct, or delete certain personal information that you have provided to us. To that end, any school official can contact us at privacy@edpuzzle.com. Please note that while your changes may be reflected promptly in active content, users that have previously accessed the content may still have access to old copies cached on their device or may have copied and stored your content. In addition, we may retain a backup

copy of the prior version for a limited period of time (maximum 13 months) or for legal purposes.

- Limitations: Without prejudice to the aforementioned, please note that we may limit or deny access to personal information (a) where the burden or expense of providing access would be disproportionate to the risks to your privacy; (b) where the legitimate rights of persons other than you would be violated or if necessary to safeguard important countervailing public interests (e.g., national security) or in other limited circumstances (e.g., disclosure would breach a legal privilege), and (c) where applicable law or regulatory requirements allow or require us to refuse to provide some or all of the personal information that we hold about you. In addition, the personal information may have been destroyed, erased or made anonymous in accordance with our record retention obligations and practices. In the event that we cannot provide you with access to your personal information, we will endeavour to inform you of the reasons why, subject to any legal or regulatory restrictions.

How can I delete my account?

We hope you will love using Edpuzzle now and always. However, if for some reason you ever want to delete your account, any school official can do that at any time by contacting us at privacy@edpuzzle.com and we will proceed to delete the requested data within two (2) business days. If you are a teacher using the Edpuzzle website, you may also delete your account by logging into your account and accessing your account profile page. Parents, legal guardians, or eligible students may delete their accounts by contacting their educational institution. When we delete your account, we delete any personal information that you provided in your profile (such as your name, username, password, email address, and profile photo) and depending on the category of the user you are (i.e., teacher or student), also questions, responses and comments. Please note that information that you have shared with others, that others have shared about you, or content other users may have copied and stored, is not part of your account and may not be deleted when you delete your account. Part of your personal information will remain in our possession as a copy or backup that is part of our disaster recovery storage system. However, such copies and backups will be kept for a maximum term of thirteen (13) months and they will neither be accessible to the public, nor used by Edpuzzle in the normal course of business. If you are a teacher, know that if your school has purchased a Pro Upgrade and granted you access to Edpuzzle's Pro features, it is possible that your School owns all intellectual property rights inherent to your videos, depending on the contents of your employment agreement or the school's internal regulations. Edpuzzle shall not be responsible for any decisions made by your School as to the deletion of your content and any claims in that regard should be directed to the school and not Edpuzzle. Please review the "Your Information and Content" section of our [Terms of Service](#) for further information in relation to this matter. For further information on account ownership and rights, please review the "Ownership of Edpuzzle Teacher Accounts" section of our [Terms of Service](#).

Student Data Control by the School

Access to the Service by the students is subject to the obtainment of a specific code provided by the teacher. The school is, at the same time, responsible for its students' personal information and in control of student academic records. As a consequence, modification or deletion of student personal information that is part of or affects student academic records is subject to the school's discretion.

Co-teaching

In a co-teaching setting, all teachers are considered equally responsible and accountable for the class. Responsibility for the modification or deletion of student information, or grading of assignments among any other related features shall be exclusively of the teachers. **EDPUZZLE SHALL NOT BE RESPONSIBLE FOR THE DELETION OF THE CLASS OR PART OF ITS CONTENT, OR FOR THE ERASURE OR DELETION OF STUDENT PROGRESS OR STUDENT ACCOUNTS, BY ANY OF THE TEACHERS PARTICIPATING IN THE CO-TEACHING CLASS.** For further information on co-teaching, please review the "Co-Teaching" section of our Terms of Service.

Consumer Complaints

How can I lodge any complaints?

You may file a complaint concerning Edpuzzle's processing of your personal data to privacy@edpuzzle.com or by regular mail to the following address: Av. Pau Casals 16, Ppal. 1-A
08021 Barcelona, Spain

Attention: Data Protection Officer We will take steps to remedy issues arising out of Edpuzzle's alleged failure to comply with the principles set out in this Privacy Policy. We will respond to your complaints within thirty (30) days. If your complaint cannot be resolved through our internal processes, we will direct you to the state or national data protection authority in the jurisdiction where you reside.

EEA Residents

EEA residents and residents from the United Kingdom (UK) will have the right to lodge a complaint to the EU Data Protection Authorities or the Swiss Federal Data and Information Commissioner (FDPIC), Edpuzzle will comply with the advice of competent European Union authorities in such cases, and will provide appropriate recourse free of charge. Edpuzzle is also subject to the investigatory and enforcement powers of the US Federal Trade Commission. Under certain circumstances, EEA and UK individuals may be able to invoke binding arbitration to assess complaints about Edpuzzle's compliance with the Privacy Shield Principles. Please see Annex I to the Privacy Shield principles for additional information.

Consumer Complaints under COPPA (iKeepSafe)

If you have any complaints related to our Privacy Policy or practices in relation to COPPA compliance, please do not hesitate to contact the iKeepSafe Safe Harbor program at COPPAprivacy@ikeepsafe.org

Liability

In the event that Edpuzzle or the aforementioned authorities determine that Edpuzzle failed to comply with this policy, Edpuzzle will take appropriate steps to address any adverse effects arising directly from such failure and to promote future compliance.

Europe

EU-US and Swiss-US Privacy Shield Frameworks

Edpuzzle participates in and has certified its compliance with the EU-US Privacy Shield Framework. Edpuzzle is committed to subjecting all personal data received from European Union (EU) Member countries and the United Kingdom (UK), in reliance on the Privacy Shield Framework, to the Framework's applicable Principles. To learn more about the Privacy Shield Framework, and to view Edpuzzle's certification, please visit the US Department of Commerce's Privacy Shield List. Edpuzzle is responsible for the processing of personal information it receives, under the Privacy Shield Framework, and subsequently transfers to third parties acting as an agent on its behalf. Edpuzzle complies with the Privacy Shield Principles for all onward transfers of personal information from the EU and the UK, including the onward transfer liability provisions. With respect to personal data received or transferred pursuant to the Privacy Shield Framework, Edpuzzle is subject to the regulatory enforcement powers of the US Federal Trade Commission. In certain situations, Edpuzzle may be required to disclose personal data in response to lawful requests by public authorities, including to meet national security or law enforcement requirements. Edpuzzle also complies with the US-Swiss Privacy Shield Framework as set forth by the US Department of Commerce regarding the collection, use, and retention of personal data from Switzerland. Edpuzzle has certified that it adheres to the Safe Harbor Privacy Principles of notice, choice, onward transfer, security, data integrity, access, and enforcement. To learn more about the Safe Harbor program, and to view Edpuzzle's certification, please see it [here](#).

Enforcement

We utilize the self-assessment approach to verify our compliance with this Policy. We periodically verify that this policy is accurate, comprehensive in the information it intends to cover, prominently displayed, completely implemented, and in conformity with the Privacy Shield Principles. We will also investigate suspected infractions of this Policy. Any questions or concerns regarding the use or disclosure of personal information should be directed to our Data Protection Officer (DPO) at the address indicated at the end of this Policy.

Limitation of Privacy Shield Principles

Edpuzzle's adherence to the Privacy Shield Principles may be limited (a) to the extent necessary to meet applicable national security, public interest, or law enforcement requirements (e.g. in the course of lawful requests by public authorities); (b) by statute, government regulation, or case law that creates conflicting obligations or explicit authorizations, provided that, in exercising any such authorization, an organization can demonstrate that its non-compliance with the principles is limited to the extent necessary to meet the overriding legitimate interests furthered by such authorization; or (c) if the effect of applicable laws and regulations is to allow exceptions or derogations, provided such exceptions or derogations are applied in comparable contexts.

California

California AB 1584

Regarding California AB 1584 (Buchanan) Privacy of Pupil Records: 3rd-Party Digital Storage & Education Software (Education Code section 49073.1), Edpuzzle will adhere to the following:

- Student records obtained by Edpuzzle from an educational institution continue to be the property of and under the control of the educational institution. The educational institution retains full ownership rights of the personal information and education records it provides to Edpuzzle.
- Edpuzzle users may retain possession and control of their own generated content by signing into and accessing their Edpuzzle account and deleting, where applicable, modifying or updating their information within Edpuzzle. Students have access to and control of their own information and student-generated content subject to the limitations imposed by the student's teacher.
- Edpuzzle will not use any information in a student record for any purpose other than those required or specifically permitted by Edpuzzle's Terms of Use and Privacy Policy.
- Parents, legal guardians, or eligible students may review personally identifiable information in the student's records and correct erroneous information by contacting their educational institution. Additionally, Edpuzzle users may access, correct, update, or delete personal information in their profile by signing into Edpuzzle, accessing their Edpuzzle account, and making the appropriate changes.
- Edpuzzle is committed to maintaining the security and confidentiality of student records. Towards this end, we take the following actions: (a) we limit employee access to student data to only those employees with a need to such access to fulfill their job responsibilities; (b) we conduct background checks on our employees that may have access to student data; (c) we conduct regular employee privacy and data security training and education; and (e) we protect personal information with technical, contractual,

administrative, and physical security safeguards in order to protect against unauthorized access, release or use.

- In the event of an unauthorized disclosure of a student's records, Edpuzzle will (1) promptly notify users unless specifically directed not to provide such notification by law enforcement officials. Notification shall identify: (i) the date and nature of the unauthorized use or disclosure; (ii) the Private Data used or disclosed; (iii) a general description of what occurred including who made the unauthorized use or received the unauthorized disclosure; (iv) what Edpuzzle has done or shall do to mitigate any effect of the unauthorized use or disclosure; (v) what corrective action Edpuzzle has taken or shall take to prevent future similar unauthorized use or disclosure; and (vi) who at Edpuzzle the user can contact. Edpuzzle will keep the User fully informed until the incident is resolved.
- Edpuzzle will delete or de-identify personal information when it is no longer needed, upon expiration or termination of our agreement with an educational institution with any deletion or de-identification to be completed according to the terms of our agreement with the educational institution, or at the direction or request of the educational institution.
- Edpuzzle agrees to work with educational institutions to ensure compliance with FERPA and the Parties will ensure compliance by providing parents, legal guardians or eligible students with the ability to inspect and review student records and to correct any inaccuracies therein as described in statement (4) above.
- Edpuzzle prohibits using personally identifiable information in student records to engage in targeted advertising.

New York

New York Ed. Law § 2-D

In compliance with the requirements set forth in New York Education Law § 2-D, Edpuzzle shall incorporate a Data Privacy and Security Plan ("DPSP") to each contract or other written agreement it enters into with an educational agency from the State of New York. Such DPSP shall outline how all state, federal, and local data security and privacy contract requirements will be implemented over the life of the agreement, consistent with the educational agency's policy on data security and privacy. Such plan shall also include, but shall not be limited to, a signed copy of the parents bill of rights for data privacy and security, which shall be provided by the educational agency prior to the commencement of the agreement, and a requirement that any officers or employees of Edpuzzle and its assignees who have access to student, teacher or principal data have received or will receive training on the federal and state law governing confidentiality of such data prior to receiving access. In attention to the foregoing, Edpuzzle hereby commits to:

- (1) limit internal access to education records to those individuals that are determined to have legitimate educational interests (e.g., Edpuzzle employees or third-party service providers);
- (2) not use the education records for any other purposes than those explicitly authorized in the Agreement (i.e., our Terms of Service and this Privacy Policy);
- (3) except for authorized representatives of Edpuzzle to the extent they are carrying out the agreement, not disclose any personally identifiable information to any other party: (i) without the prior written consent of the parent or eligible student; or (ii) unless required by statute or court order and Edpuzzle provides a notice of the disclosure to the department, district board of education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;
- (4) maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable student information in its custody;
- (5) use encryption technology to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the secretary of the United States department of health and human services in guidance issued under Section 13402(H)(2) of Public Law 111-5; and
- (6) notify the educational agency, in the most expedient way possible and without unreasonable delay, of any breach of security resulting in an unauthorized release of student, teacher or principal data, as outlined in applicable State and Federal laws.

Other Countries

Transfers of Personal Information to the U.S.

Edpuzzle is hosted in the United States. If you use the Service from any other regions with laws governing data collection, protection and use that may differ from United States law, please note that you may be transferring your personal information outside of those jurisdictions to the United States. By using the Service, you consent to this, and to the use and storage of personal information in accordance with this Privacy Policy. Third parties that have content embedded on the Edpuzzle website, such as a social feature, may set cookies on a user's browser and/or obtain information about the fact that a web browser visited the Edpuzzle website from a certain IP address. Third parties cannot collect any other personally identifiable information from Edpuzzle's websites unless you provide it to them directly.

Processing in Other Regions

For users from other countries, Edpuzzle will make sure that all appropriate physical, technical and organizational safeguards are adopted in accordance with this Privacy Policy against accidental, unauthorized or unlawful destruction, loss

alteration, disclosure, access, use or processing of users' personal information in Edpuzzle's possession. Edpuzzle will promptly notify the user in the event of any known unauthorized access to, or use of, the user's personal information as foreseen in the [Security Measures](#) section.

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.”

(9) Notwithstanding the terms contained in provision (2) above, District staff utilizing "teacher accounts" within Vendor's service may receive commercial communications if express consent has been given in that sense. District staff may opt in and out of such communications by enabling or disabling them through their account's settings page.

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.

1. Neither student data, nor teacher or Principal data will be sold or released for any commercial purpose; nevertheless, District staff utilizing "teacher accounts" within Vendor's service may receive commercial communications if express consent has been given in that sense.
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. 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 Data Protection Officer;
6. 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 ED-1;
7. 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.
8. 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.

Jordi Gonzalez

09 / 14 / 2020

Signature

Date

JORDI GONZALEZ
 PRODUCT MANAGER AND CO-FOUNDER

Name & Job Title



EDpuzzle, Inc.
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San Francisco, CA 94103
privacy@edpuzzle.com

DATA PRIVACY AND SECURITY PLAN FOR EDPuzzle AND SUPPLEMENTAL INFORMATION

The technical and organizational measures provided in this Data Privacy and Security Plan and Supplemental Information (hereinafter, “DPSP”) apply to EDpuzzle, Inc. (hereinafter, “Edpuzzle”) in the processing of Personally Identifiable Information (“PII”) that is the subject matter of the Agreement entered into with Vestal Central School District (“District”) on 09 / 14 / 2020 (the “Agreement”), including any underlying applications, platforms, and infrastructure components operated and managed by Edpuzzle in providing its services.

1. COMPLIANCE WITH THE LAW

Edpuzzle hereby commits to fully comply with all applicable federal and state laws and regulations on data protection that apply to the processing of PII that is the subject matter of the Agreement. Such laws and regulations may include, without limitation:

- (a) New York State Education Law §2-D.
- (b) Family Educational Rights and Privacy Act of 1974 (“FERPA”).
- (c) Children’s Online Privacy Protection Act (“COPPA”).
- (d) Children’s Internet Protection Act (“CIPA”).
- (e) Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), if applicable.

2. DATA PROTECTION

2.1. Student and Teacher Data will be used by Edpuzzle for improving the Services and for the following limited purposes:

- a) to create the necessary accounts to use the Service (student accounts);
- b) to provide teachers with analytics on student progress;
- c) to send teachers email updates, if applicable;
- d) to help teachers connect with other teachers from the same school or district;
- e) to assess the quality of the Service;
- f) to secure and safeguard personal information of other data subjects;
- g) to comply with all applicable laws on the protection of personal information.

Edpuzzle shall not use PII for any purposes other than those authorized pursuant to the Agreement and may not use PII for any targeted advertising or other commercial uses.

2.2. Edpuzzle shall keep strictly confidential all PII that it processes on behalf of District. Edpuzzle shall ensure that any person that it authorizes to process the PII (including Edpuzzle's staff, agents or subcontractors) (each an "authorized person") shall be subject to a strict duty of confidentiality. Edpuzzle shall ensure that only authorized persons will have access to, and process, PII, and that such access and processing shall be limited to the extent strictly necessary to provide the contracted services.

2.3. During their tenure, all employees are required to complete a refresh of privacy and security training at least annually. They are also required to acknowledge that they have read and will follow Edpuzzle's information security policies at least annually. Some employees, such as engineers, operators and support personnel who may have elevated access to systems or data, will receive additional job-specific training on privacy and security. Edpuzzle may also test employees to ensure they have fully understood security policies. Employees are required to report security and privacy issues to appropriate internal teams in accordance with Edpuzzle's Incident Response Plan ("IRP"). Employees are informed that failure to comply with acknowledged policies may result in consequences, up to and including termination of employment agreements.

2.4. Edpuzzle shall not retain any personal data upon completion of the contracted services unless a student, parent or legal guardian of a student may choose to independently establish or maintain an electronic account with Edpuzzle after the expiration of the Agreement for the purpose of storing student-generated content.

2.5. Parents, legal guardians, or eligible students may review personally identifiable information in the student's records and correct erroneous information by contacting their educational institution. Additionally, users may access, correct, update, or delete personal information in their profile by signing into Edpuzzle, accessing their Edpuzzle account, and making the appropriate changes.

3. DATA SECURITY

3.1. Edpuzzle shall implement and maintain reasonable and appropriate technical and organizational security measures to protect the PII with respect to data storage, privacy, from unauthorized access, alteration, disclosure, loss or destruction. Such measures include, but are not limited to:

- Pseudonymisation and encryption of PII.
- Password protection.
- Ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services.
- Restore the availability and access to personal data in a timely manner in the event of a technical incident.
- Regularly test, assess and evaluate the effectiveness of technical and organizational measures ensuring the security of the processing.

3.2. In the event that PII is no longer needed for the specific purpose for which it was provided, including any copies of the personal data that may reside in system backups, temporary files, or

other storage media, it shall be destroyed as per best practices for data destruction or returned to District using commercially reasonable care, security procedures and practices.

3.3. Upon the discovery by Edpuzzle of a breach of security that results in the unauthorized release, disclosure, or acquisition of student data, or the suspicion that such a breach may have occurred, Edpuzzle shall:

- (a) promptly notify District of such incident. Edpuzzle will provide District with reasonably requested information about such security breach and status of any remediation and restoration activities; and
- (b) Complaints on how breaches of Student Data are addressed shall be made to Edpuzzle's Data Protection Officer at Av. Pau Casals 16, Ppal. 2-B, 08021 Barcelona, Spain or at privacy@edpuzzle.com, as foreseen in Edpuzzle's [Privacy Policy](#).

4. COOPERATION AND INDIVIDUALS' RIGHTS

4.1. To the extent permitted by applicable laws, Edpuzzle shall provide reasonable and timely assistance to District to enable District to respond to:

- (1) any request from an individual to exercise any of its rights under applicable data protection laws and regulations; and
- (2) any other correspondence, enquiry or complaint received from an individual, regulator, court or other third party in connection with the processing of Student Data.

4.2. In the event that any such communications are made directly to Edpuzzle, Edpuzzle shall instruct such individual to contact District directly.

4.3. Parents and legal guardians shall have the right to inspect and review the complete contents of his or her child's processed personal data. Parents and legal guardians that request copies of their children's personal information shall contact District's personnel to that end. At any time, District can refuse to permit Edpuzzle to further collect personal information from its students, and can request deletion of the collected personal information by contacting Edpuzzle at privacy@edpuzzle.com.

5. THIRD-PARTY SERVICE PROVIDERS

5.1. Edpuzzle assesses the privacy and security policies and practices of third-party service providers. To that effect, Edpuzzle hereby declares to have agreements in place with such service providers to ensure that they are capable of complying with Edpuzzle's [Privacy Policies](#) and thus comply with industry standards on data protection.

5.2. Edpuzzle only sends personal identifiable information to third-party services that are required to support the service and fully attend Edpuzzle's user needs.

5.3. Edpuzzle's list of third-party service providers is maintained online and may be found in Edpuzzle's [Privacy Policy](#).

5.4. In all cases, Edpuzzle shall impose the data protection terms on any third-party service provider it appoints that at a minimum meets the requirements provided for by the Agreement.

6. DATA STORAGE

6.1. The data is stored in externalized databases that are currently being provided by MongoDB Atlas ([security compliance information](#)), and simultaneously hosted on Amazon Web Services ([security and compliance information](#)) in North Virginia (United States).

6.2. User-generated content (which may or not contain personal information) may be temporarily stored in other countries in order for Edpuzzle to provide a better service. Concretely, uploaded videos, audios or images may have a copy temporarily stored in other regions to reduce the time of load. This would happen if, for example, a user accessed Edpuzzle from Europe and displayed a video created by an American teacher. In such a case, a temporary copy of such media would be hosted on the European server Amazon Web Services has in that region.

7. AGREEMENT EXPIRATION AND DISPOSITION OF DATA

7.1. The Service Agreement shall expire either (a) at District's request upon proactive deletion of user accounts; or (b) in the absence of any specific request or action, after eighteen (18) months of account inactivity.

7.2. The District will have the ability to download names, responses, results and grades obtained by students in their assignments (*i.e.*, student gradebooks) at any point prior to deletion. Except as otherwise provided in the laws, return or transfer of data, other than the names, responses, results and grades obtained by students in their assignments, to the District, shall not apply if proven to be incompatible with the Service, technically impossible or to involve a disproportionate effort for Edpuzzle. In such events, and upon written request by the District, Edpuzzle shall proceed to deletion of personally identifiable information in a manner consistent with the terms of this DSPP, unless prohibited from deletion or required to be retained under state or federal law.

7.3. Without prejudice to the foregoing, Edpuzzle may keep copies and/or backups of data as part of its disaster recovery storage system, provided such data is (a) inaccessible to the public; (b) unable to be used in the normal course of business by the company; and (c) deleted after a maximum term of thirteen (13) months since the creation of said copies and/or backups. In case such copies and/or backups are used by Edpuzzle to repopulate accessible data following a disaster recovery, the District shall be entitled to demand from the company the immediate deletion of said copies and/or backups, by sending a written request at privacy@edpuzzle.com.

8. EDPUZZLE'S TERMS OF SERVICE AND PRIVACY POLICY

For all aspects not envisaged in this Data Security and Privacy Plan, Edpuzzle shall subject student data processing to its own [Terms of Service](#) and [Privacy Policy](#), to the extent such documents do not contravene the Agreement by any means, in which case the provisions foreseen in the Agreement shall prevail.

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