

## Privacy and Security Policy / Terms of Service

This policy covers Clickbook Learning™, ExperTrack Assessment™, and State Experience Online Teacher Resources.

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Gallopade and its 3<sup>rd</sup>-party partner, Gutenberg Technology, Inc., (“GGT”) comply with the following provisions with respect to all “Personal Information” collected, used, transmitted or maintained for customers. This Privacy and Security Addendum (“Addendum”) stipulates privacy, confidentiality, and security requirements and demonstrates compliance with applicable privacy, security and data protection laws.

### 1. Definitions.

(a) “Personal Information” means any and all data (regardless of format or source) that (i) identifies or can be used to identify, contact or locate a natural person, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual, or (ii) pertains in any way to an identified natural person. Examples of Personal Information include (but not limited to): First name, last name, physical or email address, school name, teacher or class names, usernames, personal identifiers, and passwords. Personal Information also includes any and all information about an individual’s computer or mobile device or technology usage, including (for example) IP address, MAC address, unique device identifiers, unique identifiers set in cookies, and any information passively captured about a person’s online activities, browsing, application or hotspot usage or device location.

(b) “Processing” means any operation or set of operations which is performed upon Personal Information, whether or not by automatic means, such as collection, compilation, use, disclosure, duplication, organization, storage, alteration, transmission, combination, redaction, erasure, or destruction.

(c) “Services” means any and all services that provides under any contract or agreement that involves Processing of Personal Information anywhere in the world.

## **2. General Obligations.**

- (a) shall Process Personal Information only as authorized and necessary to perform Services.
- (b) If the Services involve the collection of Personal Information directly from individuals, GGT will provide the individuals with a clear and conspicuous privacy notice.
- (c) GGT shall not transfer the Personal Information across any national borders or permit remote access to the Personal Information from any employee, affiliate, contractor, or other third party outside of the country unless GGT has the prior written consent of Customer for such transfer or access.
- (d) GGT shall cooperate with Customer and with its affiliates and representatives in responding to inquiries, claims and complaints regarding the Processing of the Personal Information.

## **3. Confidentiality; Data Access and Disclosure.**

- (a) Personal Information is considered Confidential Information of Customer and GGT must maintain all Personal Information in strict confidence. GGT may disclose Personal Information to its employees and workers, but only to the extent such individuals require access to the Personal Information to perform the Services.
- (b) GGT shall not disclose, transmit, or otherwise make the Personal Information available to other third parties (including Contractors) unless such Processing is required to perform the Services. GGT shall ensure that each such Contractor is bound by security and privacy terms that reflect the requirements of this Statement, including (without limitation) the obligation to notify GGT of any security incidents.

## **4. Information Security Requirements.**

- (a) GGT shall have implemented and documented appropriate administrative, technical and physical measures to protect Personal Information against accidental or unlawful destruction, alteration, unauthorized disclosure or access. GGT will regularly test and monitor the effectiveness of its safeguards, controls, systems and procedures. GGT will periodically identify reasonably foreseeable internal and external risks to the security, confidentiality and integrity of the Personal Information, and ensure that these risks are addressed. At appropriate intervals or as otherwise requested by Customer, GGT will provide a copy of its written privacy and information security policies and procedures to Customer. GGT's security program shall adopt industry best security standards and best practices appropriate to the nature and sensitivity of Personal Information.
- (b) If the Processing involves the transmission of Personal Information over a network, GGT shall have implemented appropriate supplementary measures to protect the Personal Information against the specific risks presented by Processing. Sensitive Personal Information may only be transmitted in encrypted format.
- (c) If GGT becomes aware of a security breach (as defined in any applicable law) or any other event that compromises the security, confidentiality or integrity of Customer's Personal Information (an "Incident"), GGT will take appropriate actions to contain, investigate and mitigate the Incident. GGT shall notify Customer as soon as possible after the discovery of the Incident to enable Customer to expeditiously implement its response program.

(d) When GGT ceases to perform Services for Customer, GGT will either: (i) return the Personal Information (and all media containing copies of the Personal Information) to Customer, or (ii) purge, delete and destroy the Personal Information. Electronic media containing Personal Information will be disposed of in a manner that renders the Personal Information unrecoverable. If any Personal Information is retained by GGT for any reason, GGT warrants that it shall ensure the continued confidentiality and security of the Personal Information and shall not actively Process the Personal Information.

## **5. Compliance with Laws (includes FERPA)**

(a) GGT is informed of all legal and regulatory requirements applicable to its Processing of Personal Information. GGT's Processing shall comply with all privacy, data protection and information security laws and regulations that are applicable to the Processing, including, but not limited to, the US federal Family Education Rights and Privacy Act of 1974 (FERPA) and any applicable US state law governing student privacy, the EU Data Protection Directive 95/46/EC as well as other relevant international laws and GGT's privacy notices.

(b) GGT certifies that it is now and shall remain in compliance with all applicable federal, state, local and non-US laws, including (without limitation) Massachusetts 201 CMR 17.00: Standards for The Protection of Personal Information of Residents of the Commonwealth and similar state statutes such as Georgia Student Data Privacy, Accessibility and Transparency Act, O.C.G.A 20-2-660.

(c) Compliance with (FERPA) provisions:

### **5.1.1 Definition of "Data"**

Data include all Personally Identifiable Information (PII) and other non-public information. Data include, but are limited to, student descriptive data.

### **5.1.2 Data De-Identification**

GGT may use de-identified Data for product development, research, or other purposes. De-identified Data will have all direct and indirect personal identifiers removed.

This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID.

Furthermore, GGT agrees not to attempt to re-identify de-identified Data and not to transfer de-identified Data to any party unless that party agrees not to attempt re-identification.

### **5.1.3 Marketing and Advertising**

GGT will not use any Data to advertise or market to students or their parents. Advertising or marketing may be directed to the [School/District] only if student information is properly de-identified.

### **5.1.4 Data Collection**

GGT will only collect Data necessary to fulfill its duties as outlined in this Agreement.

### **5.1.5 Data Use**

GGT will use Data only for the purpose of fulfilling its duties and providing services under this Agreement, and for improving services under this Agreement.

### **5.1.6 Data Mining**

GGT is prohibited from mining Data for any purposes other than those agreed to by the parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.

### **5.1.7 Data Sharing**

Data cannot be shared with any additional parties without prior written consent of the User except as required by law. The consumer of GGT's SaaS offering, understands that GGT may rely on one or more subcontractors to perform services under this Agreement. All subcontractors and successor entities of GGT will be subject to the terms of this Agreement.

### **5.1.8 Data Transfer or Destruction**

GGT will ensure that all Data in its possession and in the possession of any subcontractors, or agents to which GGT may have transferred Data, are destroyed when the Data are no longer needed for their specified purpose or as allowed by law.

### **5.1.9 Security Controls**

GGT will store and process Data in accordance with industry best practices and in accordance with Amazon Web Services Security (<https://aws.amazon.com/compliance/data-privacy-faq/>). This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and use. GGT will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. GGT will also have a response plan, to include prompt notification of the consumer of GGT's SaaS offering, in the event of a security or privacy incident, as well as best practices for responding to a breach.

## **Changes to This Policy**

GGT may update this Privacy Policy. Any changes to this Privacy Policy in the future will be posted on [www.gallopade.com](http://www.gallopade.com). Your continued use of our software will indicate your agreement to such changes.

## **Contact**

All comments, queries and requests relating to our use of your information are welcomed and should be addressed as follows:

By mail: Gallopade, Inc. 611 Hwy. 74 S., Suite 2000, Peachtree City, GA 30269

By phone: 800-536-2438 By fax: 800-871-29179

By email: [customerservice@gallopade.com](mailto:customerservice@gallopade.com)

# Terms of Service - User Agreement

Last Updated: May 2019

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Gallopade products are for use by children and classroom teachers and administrators in K-12 schools. Access to products are sometimes enabled through learning management system (LMS) integrations. Gallopade only collects and processes information pertaining to children as a processor for the educational institutions when delivering its product. Gallopade does not use identifiable student information for its own purposes. See Gallopade Privacy Notes for additional information on privacy and data collection and usage practices above.

**Access:** To use a Gallopade product, you will need a Gallopade username and password, or login through a "single sign-on" system using your LMS username and password. Your account is for your personal account use only. You may not authorize others to use your account, and you may not assign, transfer or share your account. You must keep your username and password confidential.

Subject to your payment of the applicable fees of a purchased subscription (class, school, school district), you may authorize your students, faculty, administrative staff (Authorized Users) to access and use the applicable Service for non-commercial educational instructional use on the condition that those users accept these terms during their first use of the Gallopade Product. Your Authorized Users are limited to the number of licenses purchased per your purchase order. Should an authorize user no longer be a member of your institution, you should ensure that user ceases use of the Gallopade product and unauthorized access by either notifying Gallopade support to remove the user's access or removing the users access yourself.

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Our Copyright Agent can be reached as follows: By mail: Attn: Copyright Agent  
Gallopade, Inc.  
611 Hwy. 74 S. Suite 2000

Peachtree City, GA 30269 By phone: (800) 536-2438

By fax: (800) 871-2979

By email: [customerservice@gallopade.com](mailto:customerservice@gallopade.com)

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By phone: (800) 536-2438

By fax: (800) 871-2979

By email: [customerservice@gallopade.com](mailto:customerservice@gallopade.com)

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Severability: If any provision of this Agreement is ruled unenforceable, that provision will be severed from this Agreement, and the other provisions will remain effective and enforceable.