

GALLOPADE Privacy and Security Policy / Data Sharing Agreement (last updated 2/14/2024)

This policy covers Gallopade Curriculum Online, Gallopade Online (GO!), Clickbook Learning™, ExperTrack Assessment™, and State Experience Online Teacher Resources.

1. Definitions
2. General Obligations
3. Confidentiality; Data Access and Disclosure
4. Information Security Requirements
5. Compliance with Laws (including **FERPA** and **COPPA**)
 - o . 5.1.1 Definition of “Data”
 - o . 5.1.2. Ownership of Data
 - o . 5.1.3. Data De-Identification
 - o . 5.1.4. Marketing and Advertising
 - o . 5.1.5. Data Collection
 - o . 5.1.6. Data Use
 - o . 5.1.7. Data Mining
 - o . 5.1.8. Data Sharing
 - o . 5.1.9. Data Transfer or Destruction
 - o . 5.1.10. Security Controls
 - o . 5.1.11. Accessibility
6. Liability and Indemnification

GALLOPADE and its 3rd-party partner, Evotext, Inc., (“EVO”) comply with the following provisions with respect to all “Personal Information” and Customer “Data” 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) “Customer Data” means any Customer data that is not “Personal Information” but is required to perform Services or generated through performance of Services. Examples of Customer Data include (but not limited to): Customer organization/school data, class rostering information, student performance data (assignment scores and standards mastery) generated for the Customer.

(c) “Processing” means any operation or set of operations which is performed upon Personal Information and Customer Data, whether or not by automatic means, such as collection, compilation, use, disclosure,

duplication, organization, storage, alteration, transmission, combination, redaction, erasure, or destruction.

(d) "Services" means any and all services that provides under any contract or agreement that involves Processing of Personal Information and Customer Data anywhere in the world.

(e) "Intellectual Property" means any Content data provided by GALLOPADE for performance of Services such as, but not limited to, instructional course content and curriculum, assignments, questions, report templates. Intellectual Property remains the sole property of GALLOPADE. Intellectual Property is further defined as Copyrights and Trademarks in GALLOPADE's published Terms of Service.

2. General Obligations.

(a) shall Process Personal Information and Customer Data only as authorized and necessary to perform Services.

(b) If the Services involve the collection of Personal Information and Customer Data directly from individuals, GALLOPADE will provide the individuals with a clear and conspicuous privacy notice.

(c) GALLOPADE shall not transfer the Personal Information and Customer Data 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 GALLOPADE has the prior written consent of Customer for such transfer or access.

(d) GALLOPADE 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 and Customer Data is considered Confidential Information of Customer and GALLOPADE must maintain all Personal Information in strict confidence. GALLOPADE 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) GALLOPADE 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. GALLOPADE 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 GALLOPADE of any security incidents.

4. Information Security Requirements.

(a) GALLOPADE shall have implemented and documented appropriate administrative, technical and physical measures to protect Personal Information and Customer Data against accidental or unlawful destruction, alteration, unauthorized disclosure or access. GALLOPADE will regularly test and monitor the effectiveness of its safeguards, controls, systems and procedures. GALLOPADE will periodically identify reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of the Personal Information and Customer Data, and ensure that these risks are addressed. At appropriate intervals or as otherwise requested by Customer, GALLOPADE will provide a copy of its written privacy and information security policies and

procedures to Customer. GALLOPADE'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, GALLOPADE 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. Confidential and Sensitive Personal Information is encrypted at rest.

(c) For manual login users, Gallopade has implemented a password enforcement mechanism allowing setting of minimum number or required characters, requiring upper/lower case characters as well as requiring numeric values. These can be adjusted by district to meet district requirements. Gallopade does not require any 2 step or multifactor authentication for manual login users at this time. Gallopade does support Single-Sign-On (SSO) with a district's SSO portal or third-party SSO platforms utilizing OAuth2.

(d) GALLOPADE utilizes cookies as part of the online application(s). These are cookies that are required for the operation of the application, including session information, browser type, operation system, Internet Protocol (IP) address and/or a date/time stamp for the user's visit.

(e) If GALLOPADE 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"), GALLOPADE will take appropriate actions to contain, investigate and mitigate the Incident. GALLOPADE shall notify Customer as soon as possible after the discovery of the Incident to enable Customer to expeditiously implement its response program.

(f) When GALLOPADE ceases to perform Services for Customer, GALLOPADE will either: (i) return the Personal Information and Customer Data (and all media containing copies of the Personal Information and Customer Data) to Customer, or (ii) purge, delete and destroy the Personal Information and Customer Data within either 14 business days from date of Customer's written request or within 90-days if no request in writing is received from Customer. Electronic media containing Personal Information and Customer Data will be disposed of in a manner that renders the Personal Information and Customer Data unrecoverable. If any Personal Information and/or Customer Data is retained by GALLOPADE for any reason, GALLOPADE warrants that it shall ensure the continued confidentiality and security of the Personal Information and Customer Data and shall not actively Process the Personal Information and Customer Data.

5. Compliance with Laws (includes FERPA and COPPA)

(a) GALLOPADE is informed of all legal and regulatory requirements applicable to its Processing of Personal Information. GALLOPADE'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 GALLOPADE's privacy notices.

(b) GALLOPADE 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/COPPA) provisions:

5.1.1 Definition of “Data”

Data includes all Personal Information, Customer Data and other non-public information. Data does not include Gallopade’s Intellectual Property.

5.1.2 Ownership of Data

All information concerning Data concerning End Users shall belong to the Customer and shall be considered Confidential Information of Customer subject to the terms and conditions of this Agreement. Customer assumes sole responsibility for: (a) providing any notices and obtaining any consent needed to the extent required under COPPA or other Applicable Privacy Law in connection with the collection, use and/or disclosure of Personally Identifiable Information from End Users; (b) providing a reasonable means for End Users or End Users' parents, as applicable, to review Personally Identifiable Information provided by End Users to the extent required by COPPA or other Applicable Privacy Law; and (c) establishing and maintaining reasonable procedures to protect the confidentiality, security, and integrity of the Personally Identifiable Information.

5.1.3 Data De-Identification

GALLOPADE 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, roster/class data, and school ID.

Furthermore, GALLOPADE 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.

5.1.4 Marketing and Advertising

GALLOPADE 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. GALLOPADE will not display any GALLOPADE advertisements or 3rd party advertisements to users.

5.1.5 Data Collection

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

5.1.6 Data Use

GALLOPADE accesses, uses, stores, or shares Data only for the purpose of fulfilling its duties and providing services under this Agreement, and for improving services under this Agreement.

Such duties and services include the managing of GALLOPADE application accounts for students, teachers, as well as school and district administrators for the access into the GALLOPADE application. Class roster data is used to create and manage class rosters for facilitating student assignments. Assignment data is used for reporting purposes to the appropriate student, teacher, as well as school and district administrators.

The Data may originate through district provided access to 3rd party rostering services such as Clever and/or ClassLink, LTI integration with 3rd party LMS platforms such as Canvas and/or Schoology, as well as through other means such as an integration with Google Classroom.

GALLOPADE's use of Data complies with the following and applies to the raw data obtained from the scopes and data aggregated, anonymized, or derived from them.

Transfers of data are not allowed, except:

- To provide or improve your appropriate access or user-facing features that are visible and prominent in the requesting application's user interface and only with the user's consent.
- For security purposes (for example, investigating abuse);
- To comply with applicable laws; or,
- As part of a merger, acquisition, or sale of assets of the developer after obtaining explicit prior consent from the user.

GALLOPADE does not allow humans to read the data, unless:

- GALLOPADE first obtains the user's affirmative agreement to view specific messages, files, or other data, with the limited exception of use cases approved by Google under additional terms applicable to the Nest Device Access program.
- It is necessary for security purposes (for example, investigating a bug or abuse);
- It is necessary to comply with applicable law; or
- The data (including derivations) is aggregated and used for internal operations in accordance with applicable privacy and other jurisdictional legal requirements.

All other transfers, uses, or sales of user data are prohibited, including:

- Transferring or selling user data to third parties like advertising platforms, data brokers, or any information resellers.
- Transferring, selling, or using user data for serving ads, including retargeting, personalized or interest-based advertising.
- Transferring, selling, or using user data to determine credit-worthiness or for lending purposes.

GALLOPADE ensures that our employees, agents, contractors, and successors comply with the policies of this Privacy and Terms document as well as the below Google API Services User Data Policy.

[Google API Services User Data Policy](#)

5.1.7 Data Mining

GALLOPADE 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.

5.1.8 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 GALLOPADE's SaaS offering, understands that GALLOPADE may rely on one or more subcontractors to perform services under this Agreement. All subcontractors and successor entities of GALLOPADE will be subject to the terms of this Agreement.

5.1.9 Data Transfer or Destruction

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

5.1.10 Security Controls

GALLOPADE 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. GALLOPADE will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. GALLOPADE will also have a response plan, to include prompt notification of the consumer of GALLOPADE's SaaS offering, in the event of a security or privacy incident, as well as best practices for responding to a breach.

5.1.11 Accessibility

GALLOPADE ensures an accessible and pleasant experience for all users, regardless of disability. Accessibility is a key element of GALLOPADE software which was built using the most modern HTML and CSS technologies and is committed to W3C's Web Accessibility Initiative and Section 508 guidelines. Several features include magnification, online highlighter, annotation, font size adjustment, Text-to-Speech, Speech-to-Text, an online keyboard, language translations, and a high-contrast option.

Changes to This Policy

GALLOPADE may update this Privacy Policy. Any changes to this Privacy Policy in the future will be posted in advance on www.gallopade.com and to authenticated users in *.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

Terms of Service - User Agreement

Last Updated: February 2024

Welcome to Gallopade Curriculum Online, Gallopade Online (GO!), Clickbook™ and/or ExperTrack Assessment™ by Gallopade, Inc. By visiting www.gallopade.com, www.gallopadecurriculum.com, and any other affiliated websites, you agree to be bound by these Terms and Conditions. We reserve the right to change these Terms and Conditions at any time and will make the most recent version available on the Site. By using this Site and continuing to use the Site after any modifications, you agree to the terms and to be bound by any such changes.

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. Access by teachers or students of a school district that are not Authorized (Licensed) Users will be considered your acceptance for GALLOPADE to issue Invoice to make non-authorized users, become licensed, authorized users. This invoice will be due net 30 days.

Your subscription may include access to digital items that may be printed. During the period of your active subscription you are allowed to print and use the applicable instructional pieces in your classroom for your students IF you have also purchased a license for each student. At the end of your subscription you are no longer allowed license to use any printed materials are should immediately dispose of any printed copies of Gallopade products. Continued use of printed materials after the end of your paid subscription is a violation of these terms and services.

Copyrights: All content, applications, digital downloads, data compilations on the Site and all text, photographs, graphics, video and audio included in them ("Site Materials") are the property of or licensed to Gallopade International, Inc. The Site contains material that is protected by copyright, trademark, or other intellectual property rights, and the Site themselves are protected as a collective work under the copyright laws of the United States and other countries. You may not download, modify, publish, transmit, create derivative works from, or in any way exploit, any component of the Site Materials. No content may be downloaded or saved to PDF for any reason. No content may be shared online for any reason. No content may be recompiled, copy and pasted, etc. into another platform. No content may be repurposed in part or whole in any commercial or non-commercial product that is not published by Gallopade International, Inc.

Trademarks: The trademarks, service marks, designs, and logos (collectively, the "Trademarks") displayed on the Site are the registered and unregistered Trademarks of Gallopade International, Inc. and of Gallopade's licensors. You may not use the Trademarks in connection with any product or service that does not belong to us, or in any manner that is likely to cause confusion among users about whether we are the source, sponsor, or endorser of the product or service, or in any manner that disparages or discredits us. You may not frame the content of the Site without express, written consent by Gallopade, Inc. You may not use metatags or any other "hidden text" that incorporates the Gallopade Trademarks or our name without our express written consent.

Reporting to Copyright Agent: If you are a copyright owner or agent thereof and believe that any of the Site Materials infringes upon your copyright, please submit notice, pursuant to the Digital Millennium Copyright Act (17 U.S.C. § 512 ©) to our Copyright Agent with the following information: (I) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright; (II) a description of the copyrighted work that you claim has been infringed; (III) the URL of the location containing the material that you claim is infringing; (IV) your address, telephone number, and email address; (V) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (VI) a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

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

Gallopade attempts to provide fully accurate content in all print resources and digital sites. If you believe you have found a factual, grammatical, pedagogical, or other type of error or mistake in one of our products, we offer you the opportunity to notify and submit that to us for further research. Gallopade has full discretion whether to implement changes based on any input received and offers no financial recourse for errors or financial incentive for submission.

Submissions can be made to: 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

Changes: Gallopade may, with or without notice, add features to these products or change or remove features at any time.

DISCLAIMERS; LIMITATIONS ON LIABILITY. YOUR USE OF THE SITE IS AT YOUR OWN RISK. ALL INFORMATION ON THE SITES AND/OR INCLUDED IN E-MAILS DISTRIBUTED TO YOU BY US IS PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF NON-INFRINGEMENT OR ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY THAT THE SITE WILL BE UNINTERRUPTED OR ERROR FREE.

To the extent permitted by law, YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS GALLOPADE, ITS AFFILIATES AND SUPPLIERS, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND REPRESENTATIVES, FROM ANY AND ALL DEMANDS, CLAIMS, ACTIONS, DAMAGES, LOSSES, LIABILITIES, COSTS AND EXPENSES, INCLUDING ATTORNEYS' FEES AND COURT COSTS, DIRECTLY OR INDIRECTLY ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS OR USE OF THE GALLOPADE PRODUCTS; ANY CLAIMS RELATED TO YOUR CONTENT; OR YOUR VIOLATION OF ANY OF THESE TERMS. This paragraph shall survive any expiration or termination of these Terms.

Some links within the Gallopade Products may lead to websites controlled by third parties. Because Gallopade has no control over these websites, Gallopade is not responsible for such websites' content or accessibility via the internet and does not endorse products, or information provided by such websites. Gallopade shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with, use or reliance on any Content, goods, or Gallopade Products available on or through any other website. Further, the inclusion of these links does not imply that there is any relationship between Gallopade and the linked websites. Reference to other companies does not imply any partnership, or other legal connection where Gallopade would be responsible for the actions of their respective owners.

Waiver of Jury Trial: The parties hereby irrevocably waive any and all right to trial by jury in any legal proceedings arising from or relating to these Terms and Conditions.

Choice of Law and Forum: Any dispute between us arising from or related to these Terms and Conditions will be governed by Georgia law and the exclusive forum for disputes arising from or related to this agreement shall be the state and federal courts of Georgia.

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.