



Education Modified, Inc. User Privacy Policy

Education Modified, Inc. (the “Company” or “Education Modified”) is a web and mobile software and website and collectively will be referred to as the “EdMod App(s)” or “Education Modified Platform”. This User Privacy Policy explains our online information collection and use practices, and the choices you can make about the way we use and share such information.

We appreciate the sensitivity of student data issues for schools, parents/guardians, and students. Federal and state laws require confidentiality for any student-identifying records or personally-identifiable information (“PII”). This data includes any and all Personally Identifiable Information (PII) and other non-public information that teachers, support staff, related service providers, or parents (the “Educator”) shares on the EdMod app(s) (“Data”). Data include, but are not limited to, student data, metadata, and user content. In order to utilize the Company’s mobile software, a school, school district, or other responsible education authority (the “Customer”) must agree to this privacy pledge. As we update and expand our services, this User Privacy Policy may change. In the event of any material change, we provide Customers with a revised version.

Information Collection & Use In order to use EdMod App(s), an Educator needs access to a subscription, which is most often made available with the assistance of their local school, local school district, or other responsible education authority which has ordered a subscription to the Service for Educator(s) use. We require an Educator to obtain the proper approvals from an authorized school administrator before utilizing the EdMod app(s) by either:

1. Having an authorized administrator from your local school, local school district, or other responsible education authority enter into an agreement directly with the Company;
2. Obtaining permission from a school administrator with authority to enter into contracts on behalf of the local school, local school district, or other responsible education authority;
3. Obtaining written parent permission to share the student identifying information; or
4. Redacting all student identifying information (e.g., assign each student a number and have them write it on their assignment instead of their name).



For the third option, the written consent must contain all of the following information:

1. Signature of the parent/guardian or eligible student;
2. The date of the written consent;
3. Specification of the records to be disclosed;
4. A statement of the purpose of the disclosure; and
5. Identification of the party or class of parties to whom the disclosure may be made.

The consent may be obtained electronically, but only if it is obtained in a way that: (1) identifies and authenticates the particular person as the source of the consent; and (2) indicates such person's approval of the information contained in the consent. Further, if information is shared by an Educator through a "shared drive," access may only be given to information for which there is adequate consent.

It is also possible to access EdMod App(s) Education Modified through a Learning Management System (LMS) App Store, such as Schoology or JumpRope. In these cases, user accounts will be in Education Modified for those educators who access the application. In this event, limited PII (full names and email addresses) of teachers and full names of students will be transferred to Education Modified to create the teacher account and student roster. In the future, additional student information may be transferred to Education Modified, such as student proficiency against education standards. All data transfer between Education Modified and the LMS systems will be compliant with the policies governing those API connections provided by the LMS.

By downloading the from an LMS App Store, the Educator must acquire the proper approvals to use the EdMod App(s) per the stipulations outlined above.

An Educator with a subscription to EdMod App(s) will be assigned a username and password. An Educator acknowledges that their profile, including their name, and email address may be viewed by other Educators within their local school, local school district, or other responsible education authority. An Educator or school administrator reserves the right to edit their profile at any time by logging into their accounts.

The Company will create Learning Biographies for specified children during the initial on boarding & setup process as part of the Customer's agreement with the Company. The company collects as little PII data about students from Educators or an administrator, solely for the use and benefit of the learning environment. **The Company does not and will not sell, share, rent or trade your PII or Data with any third parties other**



than as expressly disclosed in this User Privacy Policy and consented by the Customer. The Company will also not use any PII or Data to advertise or market to students or their parents.

How We Use the Data

The Company collects and analyzes data on how the EdMod app(s) are used in the aggregate (how groups of people utilize) for the purpose of improving and enhancing its service. Student-identifying records or information on the EdMod app(s) may be shared with the Company's employees only for quality control measures. If you are a parent or guardian, you agree that this is acceptable for you. If you are an Educator, you agree that this is acceptable for you. The Company may use de-identified Data for product development, research, or other internal purposes.

De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to name, ID numbers, primary classification, location information, and school ID. Furthermore, the Company 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.

The Customer must understand that we may rely on one or more subcontractors to perform our services. We agree to share the names of these subcontractors with the Customer upon request. All subcontractors will be subject to the terms of this User Privacy Policy.

We also may also collect certain non-personally identifiable information (i.e. generic information that does not identify you personally) when you visit any of our web pages such as the type of browser you are using, the type of operating system you are using, and the domain name of your Internet service provider. We may do so using certain third-party services to help us understand certain activities which happen on the Education Modified Platform, so that we can improve the quality of our service. An example of such activities would be services that allow us to analyze our usage data. These services would be required to access non-personal information, solely for the purpose of improving service. No information at any point would be transferred or sold.

The Company reserves the right to disclose an Educator or student's PII as required by law and when the Company believes such disclosure is necessary to protect our rights and/or to comply with a judicial proceeding, court order, or legal process.

Access to Educational Records & Compliance

FERPA Overview

The primary law that governs student records privacy is the federal Family Educational and Privacy Rights Act (“FERPA”). FERPA gives parents/guardians and students a number of rights and protections, the most applicable of which is a general requirement of confidentiality for any student-identifying records or information. Under the law, schools are generally prohibited from sharing student-identifying records or information with third parties without express, written parental/guardian consent or, in the case of a student who has reached 18 years of age (called an “eligible student” under FERPA and in this memorandum), student consent.

Under FERPA, for instance, schools are generally prohibited from sharing “education records” and PII with any individual, agency, or organization without the written consent of the parent/guardian or eligible student. 20 U.S.C. §1232g(b)(1). FERPA defines “educational records” as “those records, files, documents, and other materials which (i) contain information directly related to a student; and (ii) are maintained by an educational agency or institution or by a person acting for such agency or institution.” 20 U.S.C. §1232g(a)(4)(A). Regulations implementing FERPA provide a list of things that can be PII, including, most importantly for Education Modified, a broad catchall including “information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.” 94 CFR § 99.3.

School Official Exception

FERPA has numerous exceptions that allow for disclosure of protected student-identifying information without consent, including the “school official” exception. Under FERPA, disclosure may be made without parental/guardian or eligible student consent to “other school officials, including teachers within the educational institution or local educational agency, who have been determined by such agency or institution to have legitimate educational interests, including the educational interests of the child for whom consent would otherwise be required.” 20 U.S.C. §1232g(b)(1)(A). The FERPA regulations further define “school officials” to include “[a] contractor, consultant, volunteer, or other party to whom an agency or institution has outsourced institutional services or functions.” 34 C.F.R. § 99.31(a)(1)(i)(B).

Notably, FERPA’s school official exception only allows disclosure of PII to a third party service provider like the Company without parental or eligible student consent if all of the following conditions are met:

1. The provider performs an institutional service or function for which the school district would otherwise use its own employees;



2. The provider has been determined to meet the criteria set forth in in the school district's annual notification of FERPA rights for being a school official with a legitimate educational interest in the education records;
3. The provider is under the direct control of the school district with regard to the use and maintenance of education records, which includes that the school district controls and dictates how the provider can use or cannot use the data that is shared; and
4. The provider uses education records only for authorized purposes and may not redisclose PII from education records to other parties (unless the provider has specific authorization from the school district to do so and it is otherwise permitted by FERPA).

With respect to the first requirement, the EdMod App(s) provide a digital tool for school, school district, or other school administrative Educators to track student's progress Data (namely performance on individualized academic curricula, existence of behaviors, etc.) that the Educators would otherwise be tracking manually using paper or various computer programs. The U.S. Department of Education advises school districts subject to FERPA that they are not precluded from disclosing education records to parties to whom they have outsourced services so long as they do so under the same conditions applicable to school officials who are actually employed. See U.S. Dep't of Educ. Letter to Clark County Sch. Dist. NV re: Disclosure of Education Records to Outside Service Providers (June 28, 2006). Numerous educational technology organizations with an even more attenuated relationship to the classroom than Company regularly rely on the school official exemption. For example, Google Apps for Education relies on the exemption to provide email and other productivity tools for schools that are much farther removed from the traditional services provided by school districts than the Company's work.

With respect to the second requirement, the notification of FERPA rights is something that schools must publish each year (usually in a handbook) to notify parents/guardians/students of what types of entities can be deemed school officials. The Company requires evidence of compliance with this requirement from teachers or school administrators before allowing them to submit student-identifying information. With respect to the third and fourth requirements, The Company meets these obligations through a) contracting with the school, school district, or other responsible education authority through an authorized administer or b) through an individual educator with the understanding that they will have obtained appropriate authority from their school, school district, or other responsible education authority.



Discussion & Community Tools

We may, from time to time, make chat rooms, forums, message boards, and other community tools available to Educators. Please remember that any information that is disclosed in these areas only becomes public information for other users to view and for us to use. For example, from time to time, we may use the content you write (including your name or screen name if you post it) for promotional purposes, in email newsletters or elsewhere, but only when you expressly agree that we may do so. Educators should exercise caution when deciding to disclose your personal information in these areas, since anyone - not just the Company - may view and use publicly posted information.

Our Commitment to Security

The Company and Educators work together to protect the online privacy of all of your school community members that use the EdMod App(s). We use industry-standard technology called SSL (Secure Socket Layer). SSL encrypts information transmitted across the internet to and from the Education Modified Platform. You will know that SSL is working when you see the presence of an image of a closed lock or solid key in the bottom bar of your browser window.

The Education Modified web application is currently hosted on Amazon Web Services, which has many built-in security measures and complies with various industry standards. For more information about Amazon Web Services security compliance, please visit <https://aws.amazon.com/compliance/>.

Unfortunately, no data transmission over the Internet can be guaranteed to be 100% secure and "hacker-proof," and the Company cannot ensure or warrant the security of any information managed by the Company, whether transmitted to the Company by Educators or administrators or compiled by the Company with the Customer's approval. We believe we have in place the appropriate physical, electronic, and managerial procedures to safeguard and help prevent unauthorized access, maintain data security and correctly use the information we collect online as well as offline. Unfortunately, no data transmission over the Internet or data storage solution can ever be completely secure. As a result, although we take steps to protect your information, we cannot ensure or warrant the security of any information you transmit to or receive from us or that we store on our or our Service Providers' systems. When your personal information is passed onto non-affiliated companies, to the extent practical, we request that they also have in place the appropriate safeguards.

Please remember that educators and administrators are ultimately responsible for maintaining the secrecy of their username, passwords and/or any account information. You are not permitted to disclose your username and password to any other person. If you have reason to believe that your interaction with the



Education Modified Platform(s) is no longer secure (for example, if you feel that the security of your username or password has been compromised), you must immediately notify us of the problem by contacting us.

How You Can Access or Correct Your Personal Information

For instructions on how you can access the personally identifiable information that we have collected about you or your student(s), or how to correct any errors in such information, please send an email to info@educationmodified.com. We will respond to your request as soon as possible, and will aim to respond within 15 days. To protect your privacy and security, we will take reasonable steps to help verify your identity before granting access or making corrections. Please note that if you wish to cancel your account or request that we no longer use your information to provide you services contact us at info@educationmodified.com.

Links to Other Sites

If you click on a link to a third-party site, you will leave Education Modified and be redirected to the site you selected. These third party sites have separate and independent privacy policies. Because the Company does not and cannot control the activities of third parties, we cannot accept responsibility for any use of your PII by such third parties, and we cannot guarantee that they will adhere to the same privacy practices as the Company. We encourage you to review the privacy statements of any other service provider from whom you request services.