

# PRIVACY NOTICE REV1.2.1

Last updated October 19, 2020

Thank you for choosing to be part of our community at Accelerate Learning INC (“**Company**”, “**we**”, “**us**”, or “**our**”). We are committed to protecting your personal information and your right to privacy. If you have any questions or concerns about our notice, or our practices with regards to your personal information, please contact us at [legal@acceleratelearning.com](mailto:legal@acceleratelearning.com) or (DPO) Donald P. Keeler, [dkeeler@acceleratelearning.com](mailto:dkeeler@acceleratelearning.com) When you visit our website <http://www.stemscopes.com> and <http://www.acceleratelearning.com> and use our services, you trust us with your personal information. In this privacy notice, we seek to explain to you in the clearest way possible what information we collect, how it is used and what rights you have in relation to it. We hope you take some time to read through this carefully. If there are any terms in this privacy notice that you do not agree with, please discontinue use of our sites and our services.

This privacy notice applies to all information collected through our websites <http://www.stemscopes.com> / (<http://acceleratelearning.com>) and/or any related services, sales, marketing or events (we refer to them collectively in this privacy notice as the “**Services**”).

**Please read this privacy notice carefully as it will help you make informed decisions about sharing your personal information with us.**

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## 1. WHAT INFORMATION DO WE COLLECT?

## Information automatically collected

***In Short:** Some information — such as IP address, browser and device characteristics — is collected automatically when you visit our Services.*

We automatically collect certain information when you visit, use or navigate our Services. This information does not reveal your specific identity (such as your name or contact information) but may include device and usage information, such as your IP address, browser, device characteristics, operating system, referring URLs and how/when you use our Services. This information is primarily needed to maintain the security and operation \ optimization of our Services, and for our internal usage analytics and reporting purposes.

Like many organizations, we also collect information through cookies and similar technologies.

## 2. HOW DO WE USE YOUR INFORMATION?

***In Short:** We use your information for the purpose of the fulfillment of our contract with you, compliance with our legal obligations, and/or your consent.*

We use personal information collected via our Services for a variety of business purposes described below. We process your personal information for these purposes in reliance on our legitimate business interests, in order to enter into or perform a contract with you, with your consent, and/or for compliance with our legal obligations. We indicate the specific processing grounds we rely on next to each purpose listed below.

We use the information we collect or receive:

- **To facilitate account creation and logon process.** If you choose to link your account with us to a third party account (such as your Google SSO, or a Federated Single Sign On Service using SAML, MS SAML, or other proprietary SSO standards), we use the information you allow us to collect from SIS, LMS, or other similar system to facilitate account creation and logon process for the performance of our contract. User information provided may also be used for the rostering of students, teachers and creation of sections/classes on our digital platform.
- **To enforce our terms, conditions and policies for Business Purposes, Legal Reasons and Contractual.**
- **To respond to legal requests and prevent harm.** If we receive a subpoena or other legal request, we may need to inspect the data we hold to determine how to respond.
- **To manage user accounts.** We may use your information for the purposes of managing our account and keeping it in working order.
- **To deliver services to the user.** We may use your information to provide you with the requested service.

- **To respond to user inquiries/offer support to users.** We may use your information to respond to your inquiries and solve any potential issues you might have with the use of our Services.
- **For Usage and Analytics.** We may use your information to generate usage reports for your respective School District's administrators and teachers. The data is aggregated and anonymized form so that it is not associated with individual end users and does not include personal information. We will **not** use identifiable personal information without your consent.

### 3. WILL YOUR INFORMATION BE SHARED WITH ANYONE?

***In Short:** We only share information with your consent, to comply with laws, to provide you with services, to protect your rights, or to fulfill business obligations.*

We may process or share data based on the following legal basis:

- **Consent:** We may process your data if you have given us specific consent to use your personal information for a specific purpose.
- **Performance of a Contract:** Where we have entered into a contract with you, we may process your personal information to fulfill the terms of our contract.
- **Legal Obligations:** We may disclose your information where we are legally required to do so in order to comply with applicable law, governmental requests, a judicial proceeding, court order, or legal process, such as in response to a court order or a subpoena (including in response to public authorities to meet national security or law enforcement requirements).
- **Vital Interests:** We may disclose your information where we believe it is necessary to investigate, prevent, or take action regarding potential violations of our policies, suspected fraud, situations involving potential threats to the safety of any person and illegal activities, or as evidence in litigation in which we are involved.

More specifically, we may need to process your data or share your personal information in the following situations:

- **Business Transfers.** We may securely transfer your information in the event of a company merger or acquisition.

## **4. DO WE USE COOKIES AND OTHER TRACKING TECHNOLOGIES?**

***In Short:** We may use cookies and other tracking technologies to collect and store your information.*

We may use cookies and similar tracking technologies (like web beacons and pixels) to access or store information. The cookie contains a randomly generated session token. The token is solely used to verify a successfully authenticated user in our system. The cookie data does not contain PII (Personable Identifiable Information) information.

## **5. HOW LONG DO WE KEEP YOUR INFORMATION?**

Client student data is retained within the system during its useful life. If a student exits a district\organization, their data will remain in the system until that year's end of year process. Student information may be removed from the system at any time by appropriate district personnel. In all cases, all backup information will be removed with a 30-day rotation cycle.

## **6. HOW DO WE KEEP YOUR INFORMATION SAFE?**

***In Short:** We aim to protect your personal information through a system of organizational and technical security measures.*

We have implemented appropriate technical and organizational security measures designed to protect the security of any personal information we process. However, please also remember that we cannot guarantee that the internet itself is 100% secure. We used industry standard HTTPS and encryption on all sites. Our Services are to be used at your own risk. You should only access the services within a secure environment.

## **7. DO WE COLLECT INFORMATION FROM MINORS?**

***In Short:** We do not knowingly collect data from or market to children under 18 years of age.*

We do not knowingly solicit data from or market to children under 18 years of age. By using our Services, you represent that you are at least 18 or that you are the parent/guardian or steward of the organization for minors to use our Services. For more information in regards to data collections of minors you can email Donald P. Keeler (DPO) [dkeeler@acceleratelearning.com](mailto:dkeeler@acceleratelearning.com), or [legal@acceleratelearning.com](mailto:legal@acceleratelearning.com)

## **8. WHAT ARE YOUR PRIVACY RIGHTS?**

***In Short:** In some regions, such as the European Economic Area, you have rights that allow you greater access to and control over your personal information. You may review, change, or terminate your account at any time.*

In some regions (*like the European Economic Area*), you have certain rights under applicable data protection laws. These may include the right (i) to request access and obtain a copy of your personal information, (ii) to request rectification or erasure; (iii) to restrict the processing of your personal information; and (iv) if applicable, to data portability. In certain circumstances, you may also have the right to object to the processing of your personal information. To make such a request, please use the contact details provided below. We will consider and act upon any request in accordance with applicable data protection laws.

If we are relying on your consent to process your personal information, you have the right to withdraw your consent at any time. Please note however that this will not affect the lawfulness of the processing before its withdrawal.

If you are resident in the European Economic Area and you believe we are unlawfully processing your personal information, you also have the right to complain to your local data protection supervisory authority. You can find their contact details here:

[http://ec.europa.eu/justice/data-protection/bodies/authorities/index\\_en.htm](http://ec.europa.eu/justice/data-protection/bodies/authorities/index_en.htm).

If you have questions or comments about your privacy rights, you may email us at [legal@acceleratelearning.com](mailto:legal@acceleratelearning.com) or contact (DPO) Donald P. Keeler [dkeeler@acceleratelearning.com](mailto:dkeeler@acceleratelearning.com)

## **Account Information**

If you would at any time like to review or change the information in your account or terminate your account, you can:

- **Log** into your account settings and update your user account.

Upon your request to terminate your account, we will deactivate or delete your account and information from our active databases. However, if the user account belongs to a user under the age of 18. A steward defined as a district administrator, teacher, principal must initiate the request for account termination as well as export of user data.

**Cookies and similar technologies:** Most Web browsers are set to accept cookies by default. If you prefer, you can usually choose to set your browser to remove cookies and to reject cookies. If you choose to remove cookies or reject cookies, this could affect certain features or services of our Services.

## **9. CONTROLS FOR DO-NOT-TRACK FEATURES**

Most web browsers and some mobile operating systems and mobile applications include a Do-Not-Track (“DNT”) feature or setting you can activate to signal your privacy preference not to have data about your online browsing activities monitored and collected. No uniform technology standard for recognizing and implementing DNT signals has been finalized. As such, we do not currently respond to DNT browser signals or any other mechanism that automatically communicates your choice not to be tracked online. If a standard for online

tracking is adopted that we must follow in the future, we will inform you about that practice in a revised version of this privacy notice.

## **10. DO CALIFORNIA RESIDENTS HAVE SPECIFIC PRIVACY RIGHTS?**

***In Short:** Yes, if you are a resident of California, you are granted specific rights regarding access to your personal information. Accelerate Learning INC. grants the specific privacy below to users in all 50 State and Territories.*

49073.1. (a) A local educational agency may, pursuant to a policy adopted by its governing board or, in the case of a charter school, its governing body, enter into a contract with a third party for either or both of the following purposes:

(1) To provide services, including cloud-based services, for the digital storage, management, and retrieval of pupil records.

(2) To provide digital educational software that authorizes a third-party provider of digital educational software to access, store, and use pupil records in accordance with the contractual provisions listed in subdivision (b).

(b) A local educational agency that enters into a contract with a third party for purposes of subdivision (a) shall ensure the contract contains all of the following:

(1) A statement that pupil records continue to be the property of and under the control of the local educational agency.

(2) Notwithstanding paragraph (1), a description of the means by which pupils may retain possession and control of their own pupil-generated content, if applicable, including options by which a pupil may transfer pupil-generated content to a personal account.

(3) A prohibition against the third party using any information in the pupil record for any purpose other than those required or specifically permitted by the contract.

(4) A description of the procedures by which a parent, legal guardian, or eligible pupil may review personally identifiable information in the pupil's records and correct erroneous information.

(5) A description of the actions the third party will take, including the designation and training of responsible individuals, to ensure the security and confidentiality of pupil records. Compliance with this requirement shall not, in itself, absolve the third party of liability in the event of an unauthorized disclosure of pupil records.

(6) A description of the procedures for notifying the affected parent, legal guardian, or eligible pupil in the event of an unauthorized disclosure of the pupil's records.

(7) (A) A certification that a pupil's records shall not be retained or available to the third party upon completion of the terms of the contract and a description of how that certification will be enforced.

(B) The requirements provided in subparagraph (A) shall not apply to pupil-generated content if the pupil chooses to establish or maintain an account with the third party for the purpose of storing that content pursuant to paragraph (2).

(8) A description of how the local educational agency and the third party will jointly ensure compliance with the federal Family Educational Rights and Privacy Act (20 U.S.C. Sec. 1232g).

- (9) A prohibition against the third party using personally identifiable information in pupil records to engage in targeted advertising.
- (c) In addition to any other penalties, a contract that fails to comply with the requirements of this section shall be rendered void if, upon notice and a reasonable opportunity to cure, the noncompliant party fails to come into compliance and cure any defect. Written notice of noncompliance may be provided by any party to the contract. All parties subject to a contract voided under this subdivision shall return all pupil records in their possession to the local educational agency.
- (d) For purposes of this section, the following terms have the following meanings:
- (1) “Deidentified information” means information that cannot be used to identify an individual pupil.
- (2) “Eligible pupil” means a pupil who has reached 18 years of age.
- (3) “Local educational agency” includes school districts, county offices of education, and charter schools.
- (4) “Pupil-generated content” means materials created by a pupil, including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, and account information that enables ongoing ownership of pupil content. “Pupil-generated content” does not include pupil responses to a standardized assessment where pupil possession and control would jeopardize the validity and reliability of that assessment.
- (5) (A) “Pupil records” means both of the following:
- (i) Any information directly related to a pupil that is maintained by the local educational agency.
- (ii) Any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other local educational agency employee.
- (B) “Pupil records” does not mean any of the following:
- (i) Deidentified information, including aggregated deidentified information, used by the third party to improve educational products for adaptive learning purposes and for customizing pupil learning.
- (ii) Deidentified information, including aggregated deidentified information, used to demonstrate the effectiveness of the operator’s products in the marketing of those products.
- (iii) Deidentified information, including aggregated deidentified information, used for the development and improvement of educational sites, services, or applications.
- (6) “Third party” refers to a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records.
- (e) If the provisions of this section are in conflict with the terms of a contract in effect before January 1, 2015, the provisions of this section shall not apply to the local educational agency or the third-party subject to that agreement until the expiration, amendment, or renewal of the agreement.
- (f) Nothing in this section shall be construed to impose liability on a third party for content provided by any other third party.

*Accelerate Learning, Inc. will extend the stated privacy in section 10 to all 50 U.S. States including Territories.*

## **11. DO WE MAKE UPDATES TO THIS POLICY?**

***In Short:** Yes, we will update this policy as necessary to stay compliant with relevant laws.*

We may update this privacy notice from time to time. The updated version will be indicated by an updated “Revised” date and the updated version will be effective as soon as it is accessible. ~~If we make material changes to this privacy notice, we may notify you either by prominently posting a notice of such changes or by directly sending you a notification.~~ If we make material changes to this privacy notice, we will notify you via a banner on our platform after you have logged in to our system. You “the user” will need to review material changes to our privacy policy and “Agree” before continuing to use our platform. We encourage you to review this privacy notice frequently to be informed of how we are protecting your information.

## **12. SALE OF DATA**

We will not sell any of your user data to any party.

## **13. STUDENT PROFILES**

All student data collected is solely used for educational purposes. Data collected is encrypted using industry standard encryption techniques, and is never shared with any 3rd parties.

## **14. BEHAVIORALLY TARGETED ADS**

Accelerate Learning, INC, “STEMscopes”, does not advertise to students. District staff are alerted to new features and products on our platform.

## **15. SUCCESSOR ENTITIES**

Accelerate Learning, INC, “STEMscopes”, only works with companies that incorporate student privacy policies that are consistent with their own.

## **16. THIRD PARTY VENDORS/PARTNERS**

Accelerate Learning, INC, “STEMscopes”, only works with third party companies that incorporate student privacy policies that are consistent with their own.

## **17. HOW CAN YOU CONTACT US ABOUT THIS POLICY?**

If you have questions or comments about this policy, you may contact our Data Protection Officer (DPO), Donald P Keeler, by email at [dkeeler@acceleratelearning.com](mailto:dkeeler@acceleratelearning.com), or by post to: Accelerate Learning INC.



Donald P Keeler

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