

OPERATOR ADDENDUM

THIS ADDENDUM (the "Addendum") by and between SuperDuper Inc. (the "Company") and the Board of Control of School Association for Special Education in DuPage County ("SASED"), an Illinois special education cooperative (the "Customer" or the "District"), is incorporated in and effective simultaneously with the attached Terms of Service Agreement (the "Agreement") and modifies the Agreement (and all supplement terms and conditions, order forms, and policies, practices, or procedures applicable to or employed by the Company under the Agreement) as follows:

- 1. Customer Data.** The Company shall cause each officer, director, employee, and other representative (collectively, the "Authorized Representatives") who shall have access to any "Customer Data," which is defined as all student Personally Identifiable Information ("PII") and other non-public information, including student data, metadata, and user content, of the District students (hereinafter "Customer Data"), whether provided by a student, a student's parent, school personnel, or gathered by the Company during the term of the Agreement to maintain in strict confidence and trust all Customer Data, including the following:
 - a. "Student data" includes personally identifiable information or other material or information that is linked to such personally identifiable information that is created by or provided by a student or the student's parent in the course of the student's use of the Company's services for school purposes. The types of student data that may be collected as part of using the Company's services include student work, student names, student e-mails, grade and age.**
 - b. With respect to any Customer Data that could be considered "education records" as defined under the Family Educational Rights and Privacy Act ("FERPA") and/or "school student records" as defined under the Illinois School Student Records Act ("ISSRA"), the Company acknowledges that for the purposes of this Agreement it will be designated as a "school official" with "legitimate educational interests" in the education records, as those terms have been defined under FERPA and ISSRA and their implementing regulations and is performing an institutional service or function for which the Customer would otherwise use employees, under the direct control of the school, with respect to the use and maintenance of Customer Data. The Company agrees to abide by the FERPA and ISSRA limitations and requirements imposed on school officials. The Company will collect and use Customer Data only for the purpose of fulfilling its duties under**

the Agreement for the Customer and the Customer's end users' benefits, and will not share Customer Data with or disclose it to any third party except as provided for in this Addendum, required by law, or authorized in writing by the Customer. The Company will not use Customer Data (including metadata) for advertising or marketing purposes unless such use is specifically authorized by this Addendum or otherwise authorized in writing by the Customer.

- c. With respect to Customer Data that could be considered "education records" Customer shall have the right to access such information for educational purposes and Company will not implement controls to restrict Customer's access to its education records.
- d. With respect to the Company's collection, use or disclosure of personal information from students, as governed by applicable laws, the Company agrees that the Company's use of the personal information and any other Customer Data will be solely for the benefit of the Customer's students and for the school system, and that the operator will not collect personal information from students for any purpose other than the Customer's purpose, including any other commercial purpose, and will not amass a profile about a student, except in furtherance of Customer's purposes.
- e. With respect to the Company's collection, disclosure, or use of personal information as governed by this Addendum and all applicable laws referenced herein, the Company agrees that such collection, disclosure or use of any Customer Data shall be exclusively in furtherance of Customer's school purposes, unless otherwise permitted by law or requested by a student or the student's parent or unless done to allow or improve operability and functionality of the Company's service. If the Company discloses Customer Data to a third party, the following conditions must be met: 1) the Customer must have a contract with the third party; 2) the disclosure must be in furtherance of providing the contracted service; 3) the third party must not further disclose Customer Data; and 4) the third-party must implement and maintain reasonable security procedures and practices that meet or exceed industry standards. The Company will provide the customer with a list of any third parties to whom the Company is currently disclosing Customer Data or has disclosed Customer Data. The Company will provide this list within 14 business days of January 1 and within 14 business days of July 1. Customer Data does not include information that has been de-identified such that the resulting data cannot reasonably be used to identify an individual

student.

- f. The identity of Authorized Company Representatives having access to Customer Data will be documented and access will be logged.
2. **Limited Warranty.** For the purposes of this Addendum, a "Defect" is defined as a failure of the Company's Products to substantially conform to the then-current Company's User Guides materials. For as long as the Agreement is in place, the Company warrants that the Company's Products will not contain Defects. If the Services do not perform as warranted, the Company will use reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the Company's then current support call process. Should the Company be unable to cure the Defect or provide a replacement product within five business days, the Customer shall be entitled to a refund of its fees paid for the Services, as depreciated on a straight-line basis over a 12 month period commencing on the date the Customer first has access to the Company's Products through the date of termination.
3. **Compliance with Law.** Company shall comply with all applicable local, county, Illinois, and federal laws and regulations, including those regarding the provision of educational software, copyright, student records/educational records, and student confidentiality, including FERPA, ISSRA, COPPA, PPRA, the Illinois Student Online Personal Protection Act ("SOPPA"), and the Illinois Children's Privacy Protection and Parental Empowerment Act ("ICPPEA"), to the extent applicable.
4. **Ownership.** All Customer Data will remain Customer's property and Customer shall retain full control over all such Data shared with or collected by the Company.
5. **Security.** Company agrees to employ reasonable security measures that meet or exceed industry standards and otherwise comply with all applicable federal and state laws and regulations regarding data security and privacy for provision of service, including testing its servers for viruses at reasonable intervals and maintaining backup copies of all content. Company agrees to store and process the Customer Data in a manner that is no less protective than those methods used to secure the Company's own data. This includes appropriate administrative, physical, and technical safeguards to secure the data from unauthorized access, disclosure, use, and loss, and includes maintaining adequate backup copies of the data. Company shall maintain complete and accurate records of these security measures and produce such records to Customer for purposes of audit upon reasonable prior notice during normal

business hours. The Customer reserves the right at its sole discretion to perform audits of the Company's storage of Customer Data at the Customer's expense to ensure compliance with the terms of the Agreement and this Addendum. The Company shall reasonably cooperate in the performance of such audits.

6. **Security Breach.** In the event of a "Security Breach," which means an unauthorized disclosure, access, alteration, use, or acquisition of computerized data of Customer Data or circumstances that could have resulted in such unauthorized disclosure, access, alteration or use, or that compromises the security, confidentiality or integrity of Customer Data, the Company shall promptly, and in no event later than 30 calendar days after the determination that a Security Breach has instituted the following:
 - i. Provide the Customer with the name and contact information for an employee of the Company who shall serve as the Company's primary security contact and shall be available to assist customer twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Breach;
 - ii. Notify the Customer of a Security Breach by immediately contacting **Mindy McGuffin** by telephone at **630-955-8112** and by e-mail with a read receipt at technology@sased.org and, if that person is different from the contact person identified in this paragraph, by contacting the Company's primary business contact within the District by telephone and email as soon as practicable, but no later than twenty-four (24) hours after the Company becomes aware of a Security Breach; and
 - iii. Promptly following the Company's notification to the Customer of a Security Breach, the parties shall coordinate with each other to investigate the Security Breach. The Company agrees to fully cooperate with the Customer in the handling of the matter, including, without limitation:
 - a. Assisting with any investigation;
 - b. Facilitating interviews with the Company's employees and other involved in the matter;
 - g. Making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, or as otherwise reasonably required by the Board; and

- d. **Assisting the District with any notifications the District deems necessary related to the security breach. The Company shall not, unless required by law, provide any notices to any individual or entity without prior written permission from the District.**

The Company shall reimburse and indemnify the Customer for any costs imposed on the Customer or reasonably undertaken by the Customer at its discretion associated with a Security Breach, including reimbursement of fees paid by the Customer related to providing credit monitoring to affected individuals and payment of legal fees, audit costs, fines, and other fees undertaken by the Customer as a result of the security breach.

7. **Return/Destruction of Customer Data.** Upon expiration of the term of the Agreement, upon the earlier termination of the Agreement for any reason, or upon the Customer's request, the Company covenants and agrees that it promptly shall deliver to the Customer and shall return to the Customer all Customer Data. If the Customer is not willing to receive Customer Data within a reasonable time (not to exceed 6 months) or if it is not feasible to return the Data to the Customer, then the Company shall destroy the data within 6 months. The non-disclosure obligations of the Company and its Authorized Representatives regarding the information contained in the Customer Data shall survive termination of the Agreement.
8. **Data Storage.** The Company shall not transmit to or store any Customer Data on a server or other data storage medium located outside the United States of America.
9. **Infringement.** The Company warrants that no third party has any claim to any trademark, patent, or proprietary interest in any services the Company provides to the Customer. The Company will defend, hold harmless, and indemnify the Customer from any claims brought by a third party against the Customer to the extent based on an allegation that the Company Products infringe any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party. If the Customer's use of the Company's products is restricted as the result of a claim of infringement, the Company shall do one of the following: (i) substitute other equally suitable product; (ii) modify the allegedly infringing Company product to avoid the infringement; (iii) procure for the Customer the right to continue to use the Company products free of the restrictions caused by the infringement; or (iv) take back such Company products and refund to the Customer the license fee previously paid for the Company products depreciated on a straight line basis over 12 months and terminate the Customer's license to use the

Company's product.

10. **Governing Law.** The Agreement and this Addendum shall be construed under the laws of Illinois and jurisdiction of the Circuit Court of DuPage County, Illinois or the federal district court for the Northern District of Illinois, Eastern Division, exclusive of its choice of laws provision.
11. **Access to Data by the Customer.** Any Customer Data in the possession or under the control of the Company shall be made available to the Customer upon request by the Customer. The Company shall be responsible to provide copies of or access to Customer Data in the possession or under the control of the Company to the Customer within a reasonable time frame and in all cases within time frames that will allow timely compliance by the Customer with any statutorily or court ordered deadline. This includes requests under the Illinois Freedom of Information Act ("FOIA"), requests for student records under FERPA or ISSRA, requests for records in discovery in state or federal court or administrative proceedings, or any other request.
12. **Taxes.** The Customer is a tax exempt organization. Federal excise tax does not apply to the Customer and State of Illinois Sales Tax does not apply. The amounts to be paid to the Company hereunder are inclusive of all other taxes that may be levied, including sales, use, nonresident, value-added, excise, and similar taxes levied or imposed upon the work. The Company shall be responsible for any taxes levied or imposed upon the income or business privileges of the Company.
13. **Customer Payments.** The Customer shall make payments to the Company in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1. If the Customer is late in making a payment it shall make interest payments at the maximum amount permitted under the Illinois Local Government Prompt Payment Act, 50 ILCS 505/4.
14. **Indemnification and Insurance.** Company agrees to indemnify, defend and hold harmless Customer and its officers, directors, employees, agents, attorneys and assigns, against any third party claims, demands, actions, arbitrations, losses and liabilities resulting from damage caused by Company employees, contractors, or subcontractors in performing the obligations under the Agreement or this Addendum. Company shall maintain liability insurance evidencing that the Company has workers compensation insurance as required by law and general liability insurance with a minimum limit of \$2,000,000. All insurers shall be licensed by the State of Illinois and

rated A+VII or better by A.M. Best or comparable rating service. The comprehensive general liability shall name the Customer, its Board, Board members, employees, agents, and successors as an additional insured with a waiver of subrogation in favor of the Customer. The Company shall provide the Customer with certificates of insurance and/or copies of policies reasonably acceptable to the Customer evidencing the existence of the coverage described above, including form and deductibles, during the duration of the Agreement. The failure to provide acceptable insurance or certificate of insurance shall be deemed a breach of the Agreement and the Customer may immediately terminate the Agreement. Such certificates of insurance shall indicate that should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered to the Customer in accordance with the policy provisions, but in no event less than thirty (30) days prior to cancellation of coverages.

- 15. No Indemnification or Limitation of Liability by Customer.** Any provision included in the Agreement that requires the Customer to indemnify the Company or any other party is deleted and shall not apply to the Customer. Any provision in the Agreement that limits the Company's liability is deleted.
- 16. Warranties.** The Company warrants that the product is fit for the purposes for which it is being provided to the Customer, that title to the product is free and clear, and that Customer's use of the product for its intended purposes does not infringe on the intellectual property rights of any third party. The Customer agrees to use the product only for its intended purpose. Any provision in the Agreement that imposes a warranty on the Customer is deleted.
- 17. Employee and Subcontractor Qualifications.** The Company shall ensure that its employees and subcontractors who have potential access to Customer Data have undergone appropriate background screening to the Customer's satisfaction and possess all needed qualifications to comply with the terms of this Addendum and the Agreement including all terms relating to Customer Data, student data privacy, and intellectual property protection, and shall be responsible for any failure of such individuals to comply with such obligations.
- 18. Renewal of Agreement and Addendum; Posting of Agreement and Addendum.** The parties may renew the Agreement and this Addendum in writing. Unless otherwise specifically agreed in writing, any renewal of the Agreement shall be deemed a renewal of this Addendum. Any provisions in the Agreement that provide for an automatic renewal of the Agreement are deleted. Customer shall post a copy of the Agreement and

this Addendum, as well as any renewals, on its website.

19. **Termination.** The Customer may immediately terminate the Agreement if the Customer makes the determination that the Company has breached a material term of this Addendum.
20. **Terms and Conditions.** This Addendum constitutes the Terms of Use between the Company and Customer and supersedes all other prior or present understandings, either verbal or in written, regarding the subject matter of the Agreement. Any changes to the Company's Terms of Use shall be ineffective and inapplicable with respect to the Customer unless Customer affirmatively consents in writing to be bound by such changes. In the event of a conflict between the terms and provisions of the Agreement and this Addendum, this Addendum shall be controlling.
21. **Privacy Policies.** Access by students or parents/guardians to the Company's programs or services governed by the Agreement or to any Customer Data stored by the Company shall not be conditioned upon agreement by the parents/guardians to waive any of the student data confidentiality restrictions or a lessening of any of the confidentiality or privacy requirements contained in this Addendum.
22. **Effective Date.** The Agreement shall be deemed dated and become effective on the date of the last signature of the parties' duly authorized representatives as set forth below.

SuperDuper, Inc.

School Association for Special Education
in DuPage County ("SASED").

By: 
Its Duly Authorized Agent

By: 
Its Duly Authorized Agent

Printed Name: Alan Webber

Printed Name: Melinda McGuffin

Title: Vice President of Operations

Title: Executive Director

Address: 5201 Pelham Rd., Greenville SC,
29615

Address: 2900 Ogden Avenue, Lisle IL
60532

Date: September 28th, 2020

Date: 10/29/2020

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Terms of U

These terms and conditions of use apply exclusively to your access to and use of the HearBuilder website (hereinafter the "Website") and do not alter in any way the terms and conditions of any other agreement you may have with Super Duper Publications (hereinafter "Super Duper") for products, services or otherwise.

If you do not agree with any of these terms, do not access or otherwise use this Website or any information or materials contained on the Website. Your use of the Website shall be deemed to be your agreement to abide by each of the terms set forth below.

Terms & Conditions of Use Policy

This Terms and Conditions of Use (hereinafter "Terms of Use") Policy should be read together with Super Duper's Privacy Policy, which forms a part of this policy. Super Duper reserves the right in its sole discretion to modify this Terms of Use Policy at any time; you should routinely review this policy and the Privacy Policy so that you understand the policies currently in effect.

Website Terms of Use

Use of the Service and the Website by Licensee and each User is subject to Super Duper's Terms of Use as in effect and posted on the Website. Super Duper reserves the right, in its sole discretion, to add to or otherwise change the Terms of Use, in whole or in part, at any time. The licensee acknowledges that the posting of any revised Terms of Use on the Website shall constitute effective notice of such changes to Licensee. Licensee shall be responsible for ensuring that each User complies with the Terms of Use.

Access to Service

Licensee will access the Service through Super Duper's Internet website (the "Website"). Super Duper will provide to the Licensee a unique user name and password. Licensee shall have the unlimited right to use the Service throughout the Term, subject to any periods of service interruption resulting from upgrades or modifications to the Website, technical problems, or causes beyond Super Duper's control.

System Requirements

Licensee and each User must have access to the World Wide Web and must provide all equipment and pay all fees necessary for such access. Licensee acknowledges that it is familiar with Super Duper Publications' system requirements and that it has or will obtain the necessary hardware and software.

Copyright Protections

The HearBuilder Website (the "Website") and Super Duper's products are protected by copyright as collective works and/or compilations, and, other than certain materials which may comprise a portion of the public domain, all materials contained on the Website (collectively, "Content") and any other materials provided by Super Duper in connection with HearBuilder (including, without limitation, all documentation that may be provided to subscribers of HearBuilder) are protected by copyright, pursuant to U.S. copyright laws, international conventions, and other copyright and other proprietary rights and laws, and are owned or controlled by Super Duper Publications. A visitor to the site or registered user of HearBuilder Online (a "Licensee") shall have the limited right to print and copy reasonable portions of the Content for use only in classrooms at a registered site or for personal use only, in each case provided that Licensee maintains any copyright and other notices contained therein. Copying, storing, modifying, transferring, reproducing, creating new works from or otherwise using or exploiting any Content other than as provided in the previous sentence without the prior written consent of Super Duper is expressly prohibited. In no event shall Licensee use or exploit any Content for any commercial purpose whatsoever. HearBuilder, and certain other names, marks and logos contained on the Website or otherwise used in connection with HearBuilder Online are trademarks, service marks or trade names of Super Duper and may not be used by Licensee without the express prior written consent of Super Duper. Licensee shall not have any rights to any software used in connection with the Website or HearBuilder. Any rights not expressly granted herein are reserved.

Privacy Protection for Children

No part of the Website is specifically structured to attract children under the age of 13, except as a student under the guidance and supervision of an adult. Parental/Guardian consent is required in order for any child under 13 years of age to submit personal information to the Website and before Super Duper will use or disclose that Personal Information. Only a parent, guardian, or authorized teacher/educator or administrator may register a child for access to HearBuilder. If you are a teacher/educator, school administrator, tutor or similar party, entering information about a child, you represent that you have proper authority to submit the child's personal information, and agree to hold Super Duper harmless from any and all claims relating to the acceptance and use of such information.

Warranties

THE WEBSITE AND HEARBUILDER, INCLUDING ALL CONTENT, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH THE WEBSITE OR HEARBUILDER, ARE PROVIDED 'AS IS.' TO THE FULLEST EXTENT PERMISSIBLE BY LAW, SUPER DUPER AND ITS SUBSIDIARIES AND AFFILIATES MAKE NO REPRESENTATION OR WARRANTIES OF ANY KIND WHATSOEVER FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE WEBSITE OR ANY LINKED SITE. FURTHER, SUPER DUPER AND ITS SUBSIDIARIES AND AFFILIATES DISCLAIM ANY EXPRESS OF IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SUPER DUPER DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE WEBSITE OR HEARBUILDER OR ANY

MATERIALS OR CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NONE OF SUPER DUPER OR ANY OF ITS SUBSIDIARIES OR AFFILIATES SHALL BE LIABLE FOR THE USE OF THE WEBSITE OR HEARBUILDER, INCLUDING, WITHOUT LIMITATION, THE CONTENT THEREOF AND ANY ERRORS CONTAINED THEREIN. LICENSEE ACKNOWLEDGES AND AGREES THAT LICENSEE IS SOLELY RESPONSIBLE AND LIABLE FOR THE USE OF THE WEBSITE AND HEARBUILDER BY EACH USER (INCLUDING, WITHOUT LIMITATION, FOR ENSURING THE APPROPRIATENESS OF THE CONTENT OF THE WEBSITE AND HEARBUILDER FOR EACH USER). IN NO EVENT SHALL SUPER DUPER BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THE USE, PERFORMANCE OR CONTENT OF THE WEBSITE OR HEARBUILDER, WHETHER BASED ON ANY THEORY OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF SUPER DUPER HAS BEEN ADVISED OF

THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL SUPER DUPER'S LIABILITY FOR DAMAGES TO LICENSEE EXCEED AN AMOUNT EQUAL TO THE FEES PAID BY LICENSEE TO SUPER DUPER HEREUNDER DURING THE ONE (1) YEAR PERIOD PRIOR TO THE DATE THAT SUCH CLAIM FOR DAMAGES AROSE. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Termination of Service

Super Duper retains the right, at its discretion, to terminate the Service at any time and to discontinue any and all services, products, or other goods that may or may not have entered the stream of commerce associated with the Service. Users and Licensees will be given notice of Service termination in a reasonable amount of time of no greater than 120 days in the event of termination of the Service. Any disputes, controversies or differences that arise from Super Duper's termination of service shall be governed by the terms of dispute agreed to in the Terms of Use.

Disputes

These Terms shall be governed and construed in accordance with the State of South Carolina and the laws of the United States. Users and Licensees consent to the exclusive jurisdiction of the state courts and U.S. federal courts located in Greenville, South Carolina for any dispute arising out of this Agreement.

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Policy

Effective: October 1, 2018

Super Duper, Inc. ("Super Duper") is strongly committed to protecting your privacy. This Privacy Policy was developed to give you a full understanding of terms and conditions relating to the handling of certain personal identifying information ("PII") that may be collected by Super Duper.

This Privacy Policy applies to PII collected on websites, applications, or other web-based environments (including mobile applications) provided and hosted by Super Duper providing access to HearBuilder Online ("HearBuilder") for your school, school district, hospital, or other organization ("Organization").

This Privacy Policy pertains only to PII that Super Duper collects from you or that is provided to us by the Organization. PII is information that identifies a particular individual, such as a person's first and last name, e-mail address, and phone number.

This Privacy Policy applies only to the Super Duper practices regarding PII collected that is processed and hosted by Super Duper and NOT to sites hosted by the Organization or another third party. The Organization has control over who can register for use of various features of HearBuilder and who can access the PII posted or maintained by HearBuilder. The Organization can also add content and information directly into HearBuilder. The Organization may have its own policies addressing collection, use, and sharing of PII. For information about whether this Privacy Policy applies to you and about the Organization's own policy, please contact the Organization.

Information we collect when hosting HearBuilder

You may visit certain aspects of HearBuilder without registering. Registration, however, will give you access to certain features as well as the ability to personalize certain features. An individual who seeks access to HearBuilder, or who seeks to correct, amend, or delete inaccurate data, should direct any query to the Organization. If the Organization requests Super Duper to remove the data, we will respond to the request within 30 days. Before a child under 13 may access features that require registration, the Organization must first obtain any necessary parental consent. After all necessary consent is received by the Organization, the Organization is responsible for providing parent access to the child's information so the parent may, at any time, review, request modifications to, or request deletion of the child's PII. A parent also has the right to refuse further collection of the child's information, subject to the Organization's policies and procedures in this regard. If you have questions regarding registration, please contact the Organization.

Super Duper collects and subsequently processes PII in two ways:

1. **Self-Registration.** If you choose to become a registered user, on behalf of the Organization, we will ask for PII from you through the HearBuilder onboarding process. After we collect this information from you, it may be verified by the Organization. Children under 13 years of age are not allowed to register themselves with HearBuilder. Since we are collecting PII from students for the use and benefit of the Organization, all information collected by Super Duper is verified for compliance with applicable laws (such as COPPA) by the Organization directly and not by Super Duper. If you feel your child under 13 years of age has registered on HearBuilder without your permission, please contact the Organization directly.
2. **Pre-Registration.** You may be pre-registered by the Organization in one of two ways. Either way, the Organization may not share PII for children under 13 years of age with Super Duper without first receiving the necessary parental consent as described above. The two means of pre-registration are:
 - Your Organization may share registration information with Super Duper, either manually or via an authorized third-party system feed. Super Duper would conduct an import of this registration information.
 - An Organization-designated individual may input registration information for you.

Regardless of the way you are registered, various types of information are collected during registration. Some information is required, such as First and Last Name, Email Address, User Name, and Password. These fields are labeled to indicate that they are required. Other information is optional such as Title, Address, City, State, ZIP Code, and Phone. Your Organization may elect to provide certain optional information on your behalf in order to use certain features and functions of HearBuilder.

After registration, the lead administrator for the Organization ("Site Administrator") may decide to assign to you a role(s) or group(s). Based upon your designated role(s) or group(s), you may have access to additional information or services. If you have questions concerning your role(s) or group(s), please contact the Organization.

Information collected for self-registration or pre-registration may also be used to:

1. provide Organization-related notifications and other information,
2. provide you with important information about HearBuilder, such as updates or notices,
3. improve our product and services,
4. improve customer service,
5. create a profile for you, and/or
6. In aggregate, guide our marketing efforts.

No PII will be shared with third parties except to the extent expressly described in this Privacy Policy and otherwise in accordance with applicable law.

Additional information that you provide to us

Additional information may be provided to us in other situations, for example, in connection with a customer support request. The goal of collecting this additional information is to serve you more effectively and efficiently.

You or the Organization may provide us with your or your child's login credentials for certain software applications and web services in order to facilitate single sign-on access to these applications and services. These login credentials may include the username, password, and any other required information that you selected or were supplied in order to access certain applications and web services.

As noted below, we may also ask you to provide us with voluntary survey information to help us improve our products and services.

Information from the Organization

The Organization can control which individuals can be registered to use certain HearBuilder features and which individuals or groups are granted privileges to access, view, or use PII collected, exchanged, or maintained on HearBuilder. The Site Administrator can also access your PII and grant rights of access to others, as it deems appropriate. The Organization may also provide Super Duper with the registration information and login credentials described above, as well as with other information about you that it deems appropriate. Please contact the Organization regarding its policies and/or practices in this regard.

Information collected through technology

As noted below, we may also collect cookies, device information, and web beacons in the course of your use of our technology.

Privacy of children; Privacy of students

Super Duper is dedicated to the privacy of children under 13 years of age. We do not process or collect from children more PII than is needed to access services. The Organization is responsible for obtaining all parental consent necessary for collection of PII from children under 13. Super Duper presumes that such consent has been obtained by the Organization by virtue of the Organization having retained Super Duper to provide HearBuilder and related services.

Super Duper will not share any PII about children with any third parties other than as specified in this Privacy Policy.

As a parent or legal guardian for children under 13, you may review your child's PII. After your child's parental consent is submitted, an individual at the Organization will supply you with your child's credentials so that you may access and review the types of PII collected from your child. If you would like to refuse to allow any further collection or use of your child's information, please contact the Organization or Super Duper. If the request is made to Super Duper, we will look to the Organization to validate the request and respond accordingly.

Super Duper is dedicated to maintaining the privacy of all students, whether under 13 or older, in accordance with applicable laws. In this regard, we will maintain any and all PII in education records that come into the possession of Super Duper in accordance with the requirements of the Family Educational Rights and Privacy Act ("FERPA"), and will not disclose such information to third parties except with the consent of a parent, the Organization, or an eligible student (as applicable), unless otherwise permitted under FERPA and its associated regulations.

How we use information collected

User account

Super Duper does not associate information that we collect through log files or third parties with your user account. The information is provided voluntarily by you or the Organization during registration. A user account is stored information that gives you access to certain features as well as the ability to personalize certain features. Your user account can only be accessed and used by you (including, where applicable, your parent or guardian), the Site Administrator, and restricted personnel of Super Duper and its contractors.

Cookies and web beacons; "do not track" signals

A cookie is a piece of data stored on your computer tied to information about you. The only PII a cookie can contain is information you supply. Super Duper uses session or dynamic cookies, e-tags, and scripts to let us know when a user is signed in. Once you close your browser, the cookie simply terminates. We may use web beacons (single-pixel gifs) to count visitors.

When you are signed in and depending on your assigned role(s), additional services become available through our menu system. Again, depending on your assigned role(s), cookies may offer the following benefits after Sign-In:

- A personalized salutation greeting
- Content tailored to your role(s)
- Use of services that require Sign-In
- Session time-out, a security feature

Note that Super Duper and/or your Organization may engage with third parties to enable certain functionality or usage analytics, and such third parties may use cookies, e-tags, beacons, and scripts. For example, Google Analytics may be used to track visitor activity on HearBuilder. The use of third-party cookies is not covered by this Privacy Policy because Super Duper does not have access to or control of these cookies.

As true of most websites, we gather certain information automatically and store it in log files. This information may include internet protocol (IP) addresses, browser type, internet service provider (ISP), referring/exit pages, operating system, date/time stamp, and/or clickstream data. We do not link this automatically collected data to other information we collect about you.

Device information

We may collect and store device-specific information (such as unique device identifiers) in order to facilitate the delivery of push notifications to mobile devices. In this regard, we may associate your device identifier with your Super Duper account. This device information may also be collected and stored by certain of our trusted contractors or service providers, subject to the applicable terms of this Privacy Policy related to the sharing of information with

such trusted third parties.

Communications from the site

Service announcements

From time to time, it may be necessary for Super Duper to send out a service-related announcement. For instance, if our service is temporarily suspended for maintenance, we might send you a notification email. Users cannot opt-out of these communications, though they can delete their account. These communications are not promotional in nature.

Data retention

When you or the Site Administrator deletes your account, the information contained in your user account is no longer available except to the extent it is backed-up as described below. We do not retain your data on behalf of the Organization except as necessary to provide the service requested, comply with our legal obligations, resolve disputes, and enforce our agreements, all in compliance with applicable laws. We also back up information in accordance with industry standard practices and as directed by the Organization.

Customer service

As necessary, Super Duper may communicate with you through email, phone, or online to provide requested services and in regards to account-related issues on behalf of the Organization.

Sharing of information

When required by law

Though we make every effort to preserve your privacy, we may need to disclose PII when required by law wherein we have a good-faith belief that such action is necessary to comply with a current judicial proceeding, a court order, or legal process served on HearBuilder.

Administrative privileges

Users who have been assigned administrative privileges by the Organization have access to all registered user information strictly and solely on their implementation of HearBuilder. Contact the Organization for more information regarding who has been assigned these privileges and how this assigning process works.

Business transitions

In the event that Super Duper goes through a business transition, such as a merger, being acquired by another company, or selling a portion of its assets, your PII could be part of the assets transferred. You will be notified by a prominent notice prior to a change of ownership or control of your PII. For more information, see the Privacy Policy Statement Changes section in this document.

Service providers

From time to time, Super Duper may retain trusted businesses and contractors to provide certain services that support our provision and hosting of HearBuilder or otherwise support the operation of the associated online services. We may also contract with trusted third parties to provide complimentary products or services that may be integrated with, linked to (either via a website link or otherwise), or accessible from (such as through single sign-on functionality) HearBuilder.

Businesses and contractors who have access to PII are required to protect this information in a manner that is consistent with this Privacy Policy, for example, by not using the information for any purpose other than to carry out the services they are performing for us or to facilitate access to an integrated service offering. We will not disclose your PII to any third party to the extent prohibited by law.

Compliance with laws

Super Duper complies with the requirements of COPPA, CIPA, and FERPA to the extent that these laws apply to the information collected and maintained by Super Duper. Accordingly, notwithstanding anything to the contrary in this Privacy Policy, we will not collect, use or disclose PII covered by COPPA, CIPA, and FERPA except in compliance with the respective requirements of each of these statutes and their associated regulations. We will also comply with all other applicable laws that govern the information that it maintains.

If you have any inquiries regarding our partners' privacy practices or how they use your child's PII, please contact us directly at 1-800-277-8737 or by emailing privacy@superduperinc.com.

Terms that apply to all PII collected

Modifications to PII

There are three ways PII can be modified:

- If your PII changes, or if you no longer want a user account on HearBuilder, you or your Site Administrator may update or delete your PII in your account.
- Site Administrators can modify PII. These Administrators have access only to their Organization's user information. For children under 13 years of age, the Organization is responsible for first validating receipt of verifiable parental consent.
- If you have any other requests related to the modifications or deletion of your PII, please contact the Site Administrator or Super Duper. If the request is made to Super Duper, we will look to the Organization to validate the request and respond accordingly.

Data deletion

If services are terminated, by either party, for any reason, Super Duper agrees to permanently delete all data and provide written verification confirming permanent deletion. Otherwise, all account information is deleted automatically from the system 60 days after the HearBuilder expiration date has

lapsed.

Upon deletion, neither Super Duper nor Organization will be able to restore deleted data.

Surveys and feedback forms

From time to time, Super Duper may request information from you through surveys or feedback forms. Participation is voluntary. Information collected is used for the purposes of improving our product and services and understanding our audience.

No PII collected in this manner will be used or disclosed except in compliance with this Privacy Policy.

Security

Super Duper takes security seriously and employs reasonable security measures and procedures designed to protect your information from unauthorized access and improper use. Only employees, trusted contractors supporting the operation of HearBuilder, and other third-party partners and contractors as generally described in this Privacy Policy have access to PII. These individuals and entities shall be bound to protect the information appropriately.

Super Duper servers that store PII are maintained in a physical environment that utilizes industry-standard security measures. PII is stored in password-controlled servers with limited access. When you enter sensitive information (such as login credentials), we encrypt the transmission of that information using secure socket layer (SSL) technology.

Be aware though that, despite our diligent efforts and implementation of reasonable security measures, no security measures are perfect or impenetrable and no data transmissions over the internet can be guaranteed to be 100% secure. If you have any questions about the security of HearBuilder, please email us at security@superduperinc.com

In addition, as noted above, the Organization has the ability to control the collection, use, and dissemination of PII maintained or processed through HearBuilder. Contact the Organization for information regarding their security provisions.

Privacy Policy statement changes

If we change this Privacy Policy, we will post the revised Privacy Policy, with an updated effective date, to HearBuilder by way of a link to: <https://www.hearbuilder.com/privacy-policy/>

We encourage you to periodically review this Privacy Policy by visiting HearBuilder and clicking on the Privacy Policy link to stay informed about how we are collecting, using, and sharing PII.

Except as otherwise required by law, all changes to this Privacy Policy will be effective when the updated Privacy Policy is posted to the URL above and each user is bound by such changes when he or she uses HearBuilder after such changes have been posted.

Usage implies consent

By using HearBuilder, you consent to this Privacy Policy. If you do not agree to this Privacy Policy, please do not use HearBuilder. Similarly, with respect to PII that you provide voluntarily and we collect on behalf of the Organization (such as name, address, and phone number in order to create an account), please do not submit such information if you do not want Super Duper to collect and maintain it.

Additional limitations

Despite our best efforts, no security measures are perfect or impenetrable. In this regard, we are not responsible for events or conditions beyond our reasonable control to the extent that they relate to or impact the obligations assumed, or commitments made, hereunder. However, in the event of any data breach or other violation of this Privacy Policy caused by factors outside of our reasonable control, we will comply with all applicable laws in this regard, including those requiring notification in the event of certain defined data breaches.

International users

As Super Duper is a U.S.-based company, your PII will likely be collected and maintained in the United States. If you are visiting from the European Union or other regions with laws governing data collection and use that may be different from U.S. law, then by using HearBuilder, you consent to your PII being collected, used, and transferred as set forth in this Privacy Policy.

Contact information

Super Duper takes privacy issues very seriously. If you have any questions, suggestions or concerns regarding this Privacy Policy, please contact us at:

Super Duper, Inc.
ATTN: Privacy Officer
5201 Pelham Road
Greenville, SC 29615 USA

Phone: 1-800-277-8737
Email: privacy@superduperinc.com
URL: <https://www.hearbuilder.com/privacy-policy/>

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