

## OPERATOR ADDENDUM

THIS ADDENDUM (the "Addendum") by and between **IXL Learning**. (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. Company shall be required to comply with the obligations of this section only to the extent that such auditing or inspection activities are mandated by applicable federal or state law.

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 institute 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 **Melinda McGuffin** by telephone at **630-955-8112** and by e-mail with a read receipt at [technology@sased.org](mailto: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. Certain residual data may persist in backups that are not used or accessed in the ordinary course of business, and which are overwritten according to the standard retention schedule for backup datasets. Company may use and retain de-identified data both during and after the term of the Agreement. In no event shall Company be required to destroy data that is de-identified such that the resulting data cannot reasonably be used to identify an individual student.
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. Company has no obligation to indemnify for any claim based on or arising out of the wrongful act or omission of the District or their officers, employees or agents. The obligations set forth in this Section are conditioned upon the party entitled to a defense of a third party claim ("Indemnified Party") notifying the other party ("Indemnifying Party") promptly in writing of any covered action, giving the Indemnifying Party sole control over the defense thereof and any related settlement negotiations, and cooperating and, at the Indemnifying Party's request and expense, assisting in such defense. The Indemnified Party may also participate in the defense at its own expense. Company shall only be liable for reasonable attorney's fees and costs.

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.

minimum limit of \$2,000,000. All insurers shall be licensed by the State of Illinois and

**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. Company has no obligation to indemnify for any claim based on or arising out of the wrongful act or omission of the District or their officers, employees or agents. The obligations set forth in this Section are conditioned upon the party entitled to a defense of a third party claim ("Indemnified Party") notifying the other party ("Indemnifying Party") promptly in writing of any covered action, giving the Indemnifying Party sole control over the defense thereof and any related settlement negotiations, and cooperating and, at the Indemnifying Party's request and expense, assisting in such defense. The Indemnified Party may also participate in the defense at its own expense. Company shall only be liable for reasonable attorney's fees and costs.

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.

IXL Learning, Inc.

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

By:   
Its Duly Authorized Agent

By:   
Its Duly Authorized Agent

Printed Name: Paul Mishkin

Printed Name: Melinda McGuffin

Title: CEO

Title: Executive Director

Date: 10/29/2020

Address: 777 Mariners Island Blvd., Suite  
600, San Mateo, CA, 94404

Date: 10/8/2020

Address: 2900 Ogden Avenue, Lisle IL  
60532

Date: \_\_\_\_\_

# Terms of Service

**Effective date:** June 1, 2018

Thank you for your interest in using the online services operated by IXL Learning, Inc. (hereafter called "IXL"). These Terms of Service govern your use of online and/or mobile services, websites, and software provided on or in connection with [www.ixl.com](http://www.ixl.com) (collectively, the "Service"), which are offered through (i) [www.ixl.com](http://www.ixl.com), (ii) mobile applications associated with [www.ixl.com](http://www.ixl.com), and (iii) any other IXL website, app or online service which links to these Terms of Service.

By accessing or using the Service, or by clicking a button or checking a box marked "I Agree" (or something similar), you signify that you have read, understood and agree to be bound by these Terms of Service (the "Agreement"), and to the collection and use of your information as set forth in our [Privacy Policy](#), whether or not you are a registered user of our Service. IXL reserves the right to modify this Agreement so long as it provides notice of these changes to you as described below. This Agreement applies to all visitors, users, and others who access or otherwise use the Service ("you" or "Users"). If you open an IXL account on behalf of a School, company, organization, or other entity, then "you" includes you and that entity.

**A note about Student Data:** This Service may be purchased by providers of educational services, such as schools, school districts, or teachers (collectively referred to as "Schools") that use our services for educational purposes. When IXL contracts with a School to provide the Service, we may collect or have access to Student Data (defined below), which may

be provided by the School or by the student. We consider such Student Data to be strictly confidential and in general do not use such data for any purpose other than improving and providing our Services to the School or on the school's behalf. Our collection, use and sharing of Student Data is governed by this Agreement and any applicable laws and regulations including, in the U.S., provisions of the Family Educational Rights and Privacy Act ("FERPA"), the Children's Online Privacy Protection Act ("COPPA") and applicable state laws.

**PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT CONTAINS A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.**

## 1. THE SERVICE

The Service helps its users to learn and practice various subjects including mathematics, language arts, science, and social studies. Unless explicitly stated otherwise, any new or improved features to the Service shall be provided subject to this Agreement. You understand and agree that the Service is provided "as-is" and that IXL assumes no responsibility for any mistakes, errors, or omissions, including any unavailability of the Service or deletion or loss of any data relating to the Service.

IXL grants you a personal, non-transferable and non-exclusive right and license to use the Service. You agree that you will not copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by IXL for use in accessing the Service.

To use the Service, you must obtain access to the Internet, either directly or through devices that access web-based content, and pay any service fees or other costs associated with such access. In addition, you must provide all equipment necessary to make such connection to the Internet, including a computer and modem or other access device.

## 2. ELIGIBILITY AND AUTHORITY

IXL does not sell the Service to children, but only to adults who can purchase the Service with a credit card or other permitted payment method. If you are under eighteen (18) years of age, you may use the Service only with the involvement and consent of a parent, legal guardian, or at the direction of your School. Your School may impose additional policies regarding the use of the Service, with which you must comply.

If you open an IXL account to provide the Service to students in a School, you represent and warrant that you are an authorized representative of the School with the authority to bind the School to this Agreement, and that you agree to this Agreement on the School's behalf. If you contact IXL to take any action with respect to an account, you represent and warrant that you have all necessary authority to request such action(s) from or on behalf of the account-holder (e.g., a School or Parent).

The U.S. Children's Online Privacy and Protection Act ("COPPA") requires that online service providers obtain verifiable parental consent before collecting personal information from children under 13. If you are a School providing the Service to children under 13, you represent and warrant that you have the authority to provide consent on behalf of parents for IXL to collect information from students under 13 before allowing such students to access our Service. We recommend that all Schools provide appropriate disclosures to students and parents regarding their use of service providers such as IXL and that they provide a copy of our Privacy Policy and the IXL Learning Student Data Privacy Pledge to parents.

## 3. YOUR REGISTRATION OBLIGATIONS

In consideration of your use of the Service, you agree to: (a) provide true,

accurate, current and complete information about yourself as prompted by the Service's registration form (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or IXL has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, IXL has the right to suspend or terminate your account and refuse all current or future use of the Service (or any portion thereof).

## 4. GENERAL ACCOUNT INFORMATION

IXL sells access to the Service to a subscriber in the form of an account. Each account is provided for a term and price subject to certain renewal, cancellation, and other terms and conditions specific to the account (the "Account Terms"). The Account Terms are identified (in order of precedence) in the then-current quote or sales contract for the account, the selections made and account-specific terms disclosed when signing up for the account (which may be confirmed by e-mail), the description of account terms accessible through the IXL website when signed in to an appropriate user associated with the account and the default Account Terms set forth below. Each account may have Account Terms in addition to or different from those as set forth in this Agreement, but only to the extent set forth in a signed writing by the account subscriber and an officer of IXL.

IXL provides a variety of "account types" which may apply depending on the subscriber and the way an IXL account is created. Each account type has a default set of Account Terms which apply unless superseded as set forth above. IXL reserves the right to provision accounts that do not belong to any of these default account types and/or to provision accounts with different Account Terms regardless of its account type.

### **Account Types:**

- **Family Account** — A family account is purchased by or for a Parent. Family accounts are generally only available for purchase through the IXL website or a third-party app store using a credit card. A family account typically includes child profiles that can be used by a Parent's child at the Parent's direction. Family account subscriptions are generally for a term of one month, six months, or one year. The term is disclosed at the time of purchase. If multiple terms are available, the term can be selected at the time of purchase

or later changed by contacting [help@ixl.com](mailto:help@ixl.com). Family accounts automatically renew. See Section 6 below for more information about automatic renewal and cancellation of automatically renewing accounts.

- **Classroom Account** — A classroom account is purchased by or on behalf of a school, such as by a teacher. Classroom accounts may generally be purchased either through the IXL website, or by phone or e-mail. A classroom account typically includes a single teacher user and a small number of student users (which may vary depending on the purchase). A classroom account is typically for a term of one year. The term is disclosed at the time of purchase. Classroom accounts do not automatically renew. Action must be taken by the school or its authorized representative (e.g., teacher) to renew and continue using a classroom account past the end of the term. A classroom account is a type of school account. More information relating to school accounts may be found in Section 5 below.
- **Site Account** — A site account is purchased by or on behalf of a school or school district. Site accounts may be purchased by phone or e-mail. A site account typically includes an unlimited number of teacher users and a set maximum number of student users (which may vary depending on the purchase). A site account may be for a term of one year or longer. The term is disclosed at the time of purchase. Site accounts do not automatically renew. Action must be taken by the school or its authorized representative (e.g., school administrator) to renew and continue using a site account past

the end of the term. A site account is a type of school account. More information relating to school accounts may be found in Section 5 below.

**Quotes and Proposals:** Any quotes or proposals provided by IXL are valid only for a limited time and are effective only with the agreement of the relevant parties. Quotes and proposals may be withdrawn by IXL at any time in its sole discretion. Quotes and proposals may include information that is proprietary and confidential to IXL and to the maximum extent permitted by law may not be disclosed to anyone other than their intended recipient. By requesting and/or accepting receipt of a quote or proposal from IXL you agree to keep such quotes or proposals confidential, to not disclose such quotes or proposals to any third party, and to immediately return and/or destroy all quote and proposal materials upon receiving a request to do so from IXL. To the extent that public records laws may apply to a quote or proposal provided by IXL, you agree to immediately notify IXL of any public records request that may result in disclosure of an IXL quote or proposal and provide IXL all reasonable opportunities to take steps to prevent such disclosure to the maximum extent permitted by law and will reasonably cooperate with IXL.

**Payments:** School accounts have the option to make payment by credit card, check, or other methods at IXL's discretion (contact us for details). Payment must be received by IXL no later than 30 days after IXL issues an invoice. If IXL does not receive payment within 30 days, the invoice is past due and IXL reserves the right to suspend access to the affected school account(s) and take collection action. Suspension of an account does not relieve the account-holder of its obligation to pay for the account. IXL reserves the right to charge a late fee in the amount of 1% per month or the maximum permitted by law and its reasonable attorney's fees in securing payment of past due amounts.

**Cancellation:** Except as set forth below or otherwise agreed by IXL in a signed writing, accounts may not be canceled until the end of the current term of the account. Unless otherwise provided for herein, all cancellations requested before the end of the then-current term will be effective at the end of the current term.

IXL permits early cancellations only in the following circumstances:

- In the event that the Service is permanently discontinued.

- IXL otherwise permits early cancellations only to the extent required by applicable law. In the event of such an early cancellation, the parties agree that the account-holder is responsible for all amounts due and payable before the date of early cancellation without pro-ration or to the greatest extent permitted by law. The parties agree that IXL's efforts in selling, provisioning and providing an account are front-loaded and for that reason, pro-ration of fees in the event of early cancellation is not necessary or appropriate.

**End of Subscription:** When an account subscription ends (e.g., at the end of the term if the account has not been renewed or has been canceled), the account no longer permits access to the Service. However, IXL may, at its sole discretion, permit continued, limited access for users of the Account for a limited time after the conclusion of the term. The Service includes built-in capabilities to download and export information relating to the account. If an account-holder or any of its users wishes to save or maintain any data, it is the account-holder and its user's sole obligation to download such data before the conclusion of the term. Once the term of an account ends, IXL may delete data relating to an account in accordance with this Agreement and the Privacy Policy. It is the account-holder's sole responsibility to request renewal of accounts that do not automatically renew to maintain continued access to the account and its associated data.

## 5. SCHOOL ACCOUNTS AND STUDENT DATA

This Section 5 applies to a School's use of the Service.

When IXL is used by a School for an educational purpose, IXL may collect or have access to Student Data that is

provided by the School or by a student. "Student Data" is personal information that is directly related to an identifiable student and may include "educational records" as defined by the Family Educational Rights and Privacy Act ("FERPA").

The School or the student, and not IXL, owns and controls the Student Data. You authorize IXL to access, collect, transmit, modify, display and store Student Data to provide the Service and as described in this Agreement and in our Privacy Policy.

**Compliance with Laws.** In the U.S., IXL may collect and process Student Data as a School Official with a legitimate educational interest pursuant to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232(g). Individually and collectively, we and our School Users agree to uphold our obligations under FERPA, COPPA, the Protection of Pupil Rights Amendment ("PPRA"), applicable State laws relating to student data privacy, and with all other laws and regulations governing the protection of Student Data.

**Use of Student Data.** By submitting, providing us access to, or causing us to receive Student Data, you agree that IXL may use the Student Data for the purposes of (i) providing the Service, (ii) improving and developing our Service, (iii) enforcing our rights under these Terms, and (iv) as permitted with the School's or the User's consent.

**Use of De-Identified or Anonymized Student Data.** You agree that both before and after the term of the Agreement, IXL may collect, analyze, use, and retain data derived from Student Data as well as data about users' access and use of the Service, for the purpose of operating, analyzing, improving or marketing the Service, developing new products or services, conducting research or other purposes, provided that IXL may not share or publicly disclose information that is derived from Student Data unless such data is de-identified and/or anonymized such that it cannot reasonably identify a specific individual.

**Use of Personal Information for Marketing.** You agree that IXL may provide customized content, advertising, and commercial messaging to school, teacher or district administrative users and other non-student users from time to time, provided that such advertisements shall not be based on Student Data. For emphasis, and without limitation, IXL shall never use Student Data to engage in targeted advertising.



**Disclosure of Student Data and Third-Party Service Providers.**

You acknowledge and agree that IXL may provide access to Student Data to our employees and service providers which have a legitimate need to access such information to provide their services to us. We and our employees, affiliates, service providers, or agents involved in the handling, transmittal, and processing of Student Data will be required to maintain the confidentiality of such data. IXL shall not share Student Data with third parties other than as described in this Agreement and in the IXL Privacy Policy, or with consent of the School or parent.

**Student Data Access and Deletion Requests.**

You may request that we delete Student Data in our possession at any time by providing such a request in writing, and we shall comply with such request within thirty (30) days, except that IXL shall not be required to delete Student Data that has been moved to a personal family account on the Service or as otherwise prohibited by law. A parent or student over the age of 18 seeking to access, modify, correct, or delete personal information in a student account that is connected to a School account will be instructed to contact the School to discuss data deletion or modification. IXL is not required to delete data that has been derived from Student Data if such data is de-identified and/or anonymized such that it cannot reasonably identify a specific individual.

**Data Security and Breach**

**Notification.** We have implemented administrative, physical and technical safeguards designed to secure the personal information in IXL's possession and control from unauthorized access, disclosure and use. If an unauthorized party gains access to or has been disclosed Student Data (a "Security Event"), that we have collected or received through the Service under this Agreement, we will promptly notify the School. If, due to a Security Event which is caused by the acts or omissions of IXL

or its agents, a notification to an individual, organization or government agency is required under applicable privacy laws, the School shall be responsible for the timing, content, and method of any such legally-required notice and compliance with such laws and IXL shall indemnify the School for reasonable costs related to legally-required notifications. With respect to any Security Event which is not caused by the acts or omissions of IXL or its agents, IXL shall reasonably cooperate with School's investigation of the Security Event, as School requests, at School's reasonable expense, but IXL shall not indemnify a School for costs associated with the Security Event. IXL shall be responsible for the timing, content, cost and method of notice and compliance with such laws as they relate to users that are not associated with a School account.

**State Specific Terms.** The following additional terms may apply depending on the state a School is located:

**5.1 Connecticut**

This Section 5.1 applies to the use of the Service by Schools located in the State of Connecticut. The purpose of this Section 5.1 is to document compliance with applicable Connecticut state laws that may apply to the use of the Service by Schools in Connecticut, such as Conn. Gen. Stat. Ann. § 10-234aa-dd. This Section 5.1 incorporates by reference the definitions set forth in Conn. Gen. Stat. Ann. § 10-234aa.

If you open an IXL account to provide the Service to students in a School located in the State of Connecticut, you represent and warrant that you are authorized to do so on behalf of the local or regional board of education with authority over the School and that you are authorized to communicate with IXL on behalf of the local or regional board of education.

IXL and you shall comply with all applicable sections of Conn. Gen. Stat. Ann. § 10-234aa-dd. The following terms shall apply as required by Conn. Gen. Stat. Ann. § 10-234bb. To the extent that any such required terms conflict with other terms in this Agreement, the terms of this Section 5.1 shall apply.

- a. Student information, student records and student-generated content are not the property of or under the control of IXL.
- b. The local or regional board of education may request the deletion of any student information, student records or student-generated content in

- the possession of IXL by sending a request to [compliance@ixl.com](mailto:compliance@ixl.com). As permitted by Conn. Gen. Stat. Ann. § 10-234bb(2), IXL is not required to delete information prohibited from deletion or required to be retained under state or federal law or stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the contractor. IXL will, however, comply with requests for deletion of student information, student records, or student-generated content that is restored from such disaster recovery storage systems.
- c. IXL will not use student information, student records and student-generated content for any purposes other than those authorized pursuant to this Agreement.
  - d. A student, parent or legal guardian of a student may review personally identifiable information contained in student information, student records or student-generated content and correct erroneous information, if any, in such student record by contacting their School. IXL will respond to such requests in accordance with instructions sent by an authorized School representative to [compliance@ixl.com](mailto:compliance@ixl.com).
  - e. IXL will take actions designed to ensure the security and confidentiality of student information, student records and student-generated content.
  - f. IXL will promptly notify the local or regional board of education in accordance with the provisions of section 10-234dd when there has been an unauthorized release, disclosure or acquisition of student information, student records or student-generated content.
  - g. Student information, student records or student-generated content shall not be retained or available to the contractor upon expiration of this Agreement. This restriction shall not apply to the extent that a student, parent or legal guardian of a student independently establishes or maintains an electronic account with IXL for the purpose of storing their student-generated content.
  - h. IXL and the local or regional board of education shall ensure compliance with the Family Educational Rights and Privacy Act of 1974, 20 USC 1232g, as amended from time to time.
  - i. The laws of the state of Connecticut shall govern the rights and duties of IXL and the local or regional board of education.
  - j. If any provision of this Section 5.1 is held invalid by a court of competent jurisdiction, the invalidity does not affect other provisions or applications of the contract which can be given effect without the invalid provision or application.

## **6. MEMBERSHIP AND BILLING FOR ACCOUNTS WITH AUTOMATIC RENEWAL**

This Section 6 applies to accounts that have been created through the Service using a credit card and automatically renew.

You can find specific details regarding your membership with IXL at any time. Simply sign in to your IXL account, click on the account menu in the upper-right corner, and select Membership details. You may also contact IXL with any questions that you may have by [contacting us](#).

### **Billing and Automatic Renewals.**

**MEMBERSHIP SUBSCRIPTION RENEWAL FEES WILL BE AUTOMATICALLY CHARGED TO YOUR CARD ON FILE EACH SUBSCRIPTION PERIOD (MONTHLY OR YEARLY), UNTIL YOU CANCEL.**

By starting your IXL membership, you are expressly agreeing that we are authorized to charge you the membership fee associated with the term of your membership (e.g., monthly or yearly) you chose during registration. Thereafter, we will automatically renew your subscription on each (monthly or yearly) anniversary of your subscription date, and as authorized by you by checking the box demonstrating your consent for automatic monthly/yearly renewals of your subscription during the sign-up process, we will charge your then-

current payment method (or to a different payment method if you change your account information) associated with your account with the applicable then-current fee and any sales or similar taxes that may be imposed. Please note that prices and charges are subject to change with notice. As used in this Agreement, "billing" shall indicate either a charge or debit, as applicable, against your Payment Method.

You acknowledge that the amount billed each billing period may vary for reasons that include differing amounts due to changes in your membership plan, and you authorize us to charge your Payment Method for such varying amounts. Payments are nonrefundable and there are no refunds or credits for partially used periods. We may change the fees and charges in effect, or add new fees and charges from time to time, but we will give you advance notice of these changes. If you want to use a different Payment Method or if there is a change in Payment Method, such as your credit card validity or expiration date, you may edit your Payment Method information from your Membership details page. To access your Membership details page, sign in to your IXL account, click on the account menu in the upper-right corner, and select Membership details. If your Payment Method reaches its expiration date and you do not edit your Payment Method information or cancel your account (see, "Cancellation" below), you authorize us to continue billing that Payment Method and you remain responsible for any uncollected amounts.

You must cancel your membership before it renews each billing period to avoid billing of the next membership fee to your Payment Method. The membership fee will be billed at the beginning of the paying portion of your membership and each month or year thereafter unless and until you cancel your membership. Sign in to your IXL account, click on the account menu in the upper-right corner, and select Membership details to see the commencement date for your next

renewal period. We automatically bill your Payment Method each month or year on the calendar day corresponding to the commencement of your paying membership. Membership charges are fully earned upon payment.

Note: In the event your monthly membership began on a day not contained in a given month, we bill your Payment Method on the last day of such month. For example, if you became a paying member on January 31, your Payment Method would next be billed on February 28.

**Cancellation of Automatic Renewals.** You may cancel your IXL membership at any time, and cancellation will be effective immediately. You will continue to have access to the program until the current billing period ends. We do not provide refunds or credits for any partially used membership periods. To cancel your membership, sign in to your IXL account and click the words "Cancel membership" on your Membership details page. Follow the instructions for cancellation under the heading "Cancel Membership."

**Price Changes.** We reserve the right to adjust the pricing for our Service, including but not limited to membership subscription plans, in any manner and at any time as we may determine in our sole and absolute discretion. Except as otherwise expressly provided for in this Agreement, any price changes will take effect following posting or other notice to you (e.g., e-mail).

**Purchases through Third-Party Stores.** If you purchased your IXL membership through a third-party store, such as through your Apple iTunes or Google Play account, portions of this Section may not apply to you. Because such a purchase is between you and the third-party store, and not IXL, you acknowledge and agree that IXL is not responsible for billing for your membership and is not responsible or liable for any claims relating to the billing of your purchase. If you have questions about membership or billing, you should contact the Apple iTunes store directly.

## **7. ACCOUNT PASSWORD AND SECURITY**

You will have a password and account designation upon completing the Service's registration process. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify IXL of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account

at the end of each session. IXL cannot and will not be liable for any unauthorized access to your account or data that arises from your acts or omissions.

IXL accounts may not be shared by more than one person or organization unless express authorization is given by IXL Learning, Inc.

## 8. USER CONTENT

You are solely responsible for any content that you create, transmit or display while using the Service.

The Service or IXL may now or in the future allow Users to submit, post, display, provide, or otherwise make available content such as text, images, comments, questions, and other content or information (any such materials a User submits, posts, displays, provides, or otherwise makes available on the Service is referred to as "**User Content**").

We claim no ownership rights over User Content created by you. The User Content you create remains yours.

By submitting, posting, displaying, providing, or otherwise making available any User Content on or through the Service or to IXL, you expressly grant, and you represent and warrant that you have all rights necessary to grant, to IXL a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, syndicate, publicly perform, publicly display, and make derivative works of all such User Content in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Service and IXL's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Service (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each User

of the Service a non-exclusive license to access your User Content through the Service, and to use, reproduce, distribute, display and perform such User Content as permitted through the functionality of the Service and under this Agreement.

You must have the legal right to the User Content you submit to the Service. You may not upload or post any User Content to the Service that infringes the copyright, trademark or other intellectual property rights of a third party nor may you upload User Content that violates any third party's right of privacy or right of publicity. You may post only User Content that you have permission to post by the owner or by law.

## 9. COPYRIGHT COMPLAINTS

It is our policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 ("DMCA").

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Service, please notify IXL's copyright agent as set forth in the DMCA. For your complaint to be valid under the DMCA, you must provide the following information in writing:

1. An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
2. Identification of the copyrighted work that you claim has been infringed;
3. Identification of the material that is claimed to be infringing and where it is located on the Service;
4. Information reasonably sufficient to permit IXL to contact you, such as your address, telephone number, and, e-mail address;
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and
6. A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to the following DMCA Agent:

DMCA Agent; Legal Department

IXL Learning, Inc.

777 Mariners Island Blvd.

Suite 600

San Mateo, CA 94404

E-mail: [legalnotices@ixl.com](mailto:legalnotices@ixl.com)

**UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES.**

Please note that this procedure is exclusively for notifying IXL and its affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with IXL's rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws.

In accordance with the DMCA and other applicable law, IXL has adopted a policy of terminating, in appropriate circumstances, Users who are deemed to be repeat infringers. IXL may also at its sole discretion limit access to the Service and/or terminate the accounts of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

#### **10. SPECIAL ADMONITIONS FOR INTERNATIONAL USE**

Recognizing the global nature of the Internet, you agree to comply with and are solely responsible for ensuring

compliance with all local laws, regulations, and rules in the jurisdiction(s) in which you reside. You agree to comply with all applicable laws regarding the transmission of data exported from the United States or the jurisdiction(s) in which you reside.

#### **11. INDEMNITY**

To the extent permitted by applicable law, you agree to indemnify and hold IXL, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of (i) content you submit, post, transmit or make available through the Service, including without limitation, User Content, (ii) your use or misuse of the Service, (iii) your connection to the Service, (iv) your violation of the Agreement, (v) your violation of any applicable law or the rights of another person or entity, (vi) your willful misconduct, or (vii) any other party's access and use of the Service with your unique username, password, or other appropriate security code. IXL reserves the right, at our own expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims.

#### **12. NO RESALE OF SERVICE**

You agree not to reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

#### **13. NOTIFICATION PROCEDURES AND MODIFICATIONS TO AGREEMENT**

IXL may provide notifications, whether required or provided by law or otherwise, to you via e-mail notice, written or hard copy notice, or through posting of such notice on our website, as determined by IXL in our sole discretion.

IXL may, in its sole discretion, modify or update this Agreement from time to time, which will be reflected in the `date last modified` set forth below. If we change this Agreement in a material manner, we will update the `Effective Date` at the top of this page and notify you that material changes have been made to this Agreement. Your continued use of the Services following such update constitutes your acceptance of the revised Terms. If you do not agree to any of the terms in this

Agreement or to any future terms in a future revision of this Agreement, do not use or access (or continue to access) the Service.

Notwithstanding the foregoing, IXL shall not make any material change to the Terms that relate to the collection or use of Student Data without first giving notice to the school or parent and providing a choice before the Student Data is used in a materially different manner than was disclosed when the information was collected.

In the event that you have entered into a signed, written agreement with IXL in addition to this Agreement, any changes to this Agreement will not be effective as to you until either (a) you affirmatively accept the changes to this Agreement, either electronically or in a signed writing or (b) upon renewal at the end of the current term of your account.

You will not be permitted to continue using the Service and IXL reserves the right to cancel your account without notice if you refuse or otherwise fail to accept changes made by IXL to this Agreement.

Notices that are required or permitted to be sent to IXL must be sent to the following mailing address by certified mail with a copy sent by e-mail.

Legal Department

IXL Learning, Inc.

777 Mariners Island Blvd.

Suite 600

San Mateo, CA 94404

E-mail: [legalnotices@ixl.com](mailto:legalnotices@ixl.com)

#### **14. MODIFICATION OR TERMINATION OF SERVICE**

IXL reserves the right at any time and from time to time to modify or temporarily

discontinue the Service (or any part thereof) with or without notice. You agree that IXL shall not be liable to you or to any third party for any modification, suspension or temporary discontinuance of the Service. In the event of permanent discontinuance of the Service, IXL's liability is limited to the paid subscription price, pro-rated to the amount of time remaining on the subscription.

You agree that IXL, in its sole discretion, may suspend or terminate your password, account (or any part thereof) or use of the Service, for any reason, including, without limitation, for lack of use or if IXL believes that you have violated or acted inconsistently with the letter or spirit of this Agreement. You agree that any termination of your access to the Service under any provision of this Agreement may be implemented without prior notice, and you acknowledge and agree that IXL may immediately deactivate or delete your account and all data relating to your account and/or bar any further access to the Service. Further, you agree that IXL shall not be liable to you or any third party for any termination of your access to the Service.

#### **15. LINKS**

The Service may provide, or third parties may provide, links to other Internet websites or resources. Because IXL has no control over such sites and resources, you acknowledge and agree that IXL is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that IXL 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 of or reliance on any such content, goods or services available on or through any such site or resource.

#### **16. IXL's PROPRIETARY RIGHTS**

You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that information presented to you through the Service is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by IXL or advertisers, you agree not to copy, modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part. Any automated

scraping, harvesting, indexing, mining, or any other extraction of any content from the Service is expressly prohibited.

The Service is protected by copyright and other laws in both the United States and elsewhere. Under the terms of this Agreement, it is expressly forbidden to distribute or reproduce the content of the Service or any portion thereof by any means, including but not limited to electronic and print.

IXL reserves the right to cancel your account without refund if it is determined that you have violated this section of the Agreement.

## **17. DISCLAIMER OF WARRANTIES**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

1. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. IXL EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
2. IXL MAKES NO WARRANTY OR CONDITION THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER

MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

3. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
4. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IXL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THE AGREEMENT.

## **18. LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL IXL, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF IXL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.

In no event shall IXL or its subsidiaries, parent companies, affiliates, licensors, contractors, employees, officers, directors, agents or third-party partners' total liability to you for all damages, losses, and causes of action arising out of or relating to this Agreement or your use of the IXL Service (whether in contract, tort, warranty or otherwise, exceed the amount paid by you, if any, for accessing the IXL Service during the twelve (12)

months preceding your claim or one hundred dollars (\$100), whichever is greater.

## **19. EXCLUSIONS AND LIMITATIONS**

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES AND CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN CLAIMS OR DAMAGES SUCH AS INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, THE DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

## **20. TRADEMARK INFORMATION**

IXL and the IXL logo are registered trademarks of IXL Learning, Inc. You agree not to use any IXL trademarks without the express advance written permission of IXL.

## **21. GOVERNING LAW AND VENUE**

You agree that: (i) the Service shall be deemed solely based in California; and (ii) the Service shall be deemed a passive one that does not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than California. This Agreement shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the preceding sentences with respect to the substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16). This Agreement is a contract for the provision of services and not a contract for the sale of goods. The provisions of the Uniform Commercial Code (UCC), the Uniform Computer Information Transaction Act (UCITA), or any substantially similar

legislation as may be enacted, shall not apply to this Agreement. If you are located outside of the territory of the United States, the parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not govern this Agreement or the rights and obligations of the parties under this Agreement.

You agree to submit to the personal jurisdiction of the federal and state courts located in San Mateo County, California for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm. You agree that San Mateo County, California is the proper forum for any appeals of an arbitration award or for trial court proceedings if the arbitration provision below is found to be unenforceable.

## **22. ARBITRATION**

READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM IXL. For any dispute with IXL, you agree to first contact us at [legalnotices@ixl.com](mailto:legalnotices@ixl.com) and attempt to resolve the dispute with us informally. In the unlikely event that IXL has not been able to resolve a dispute it has with you after sixty (60) days, we each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to this agreement, or the breach or alleged breach thereof (collectively, "Claims"), by binding arbitration by JAMS, under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. JAMS may be contacted at [www.jamsadr.com](http://www.jamsadr.com). The arbitration will be conducted in San Mateo County, California, unless you and IXL agree otherwise. If you are a School or are using the Service for commercial purposes, each party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules, and the award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses. If you are an individual using the Service for non-commercial purposes: (i) JAMS may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from JAMS; (ii) the



award rendered by the arbitrator may include your costs of arbitration, your reasonable attorney's fees, and your reasonable costs for expert and other witnesses; and (iii) you may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this does not absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing IXL from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, Intellectual Property Rights or other proprietary rights.

### **23. CLASS ACTION/JURY TRIAL WAIVER**

WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE SERVICE FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND IXL ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

### **24. ADDITIONAL TERMS FOR MOBILE APPLICATIONS**

**Mobile Applications. Generally.** We may make available software to access

the Service via a mobile device ("Mobile Applications"). To use a Mobile Application, you must have a mobile device that is compatible with at least one of the Mobile Applications. IXL does not warrant that the Mobile Applications will be compatible with your mobile device. You may use mobile data in connection with the Mobile Applications and may incur additional charges from your wireless provider for these services. You agree that you are solely responsible for any such charges. IXL hereby grants you a non-exclusive, non-transferable, revocable license to use a compiled code copy of the Mobile Applications for one IXL User Account on one mobile device owned or leased solely by you, for your personal use. You may not: (i) modify, disassemble, decompile or reverse engineer the Mobile Applications, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Applications to any third party or use the Mobile Applications to provide time sharing or similar services for any third party; (iii) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile Applications, features that prevent or restrict use or copying of any content accessible through the Mobile Applications, or features that enforce limitations on use of the Mobile Applications; or (iv) delete the copyright and other proprietary rights notices on the Mobile Applications. You acknowledge that IXL may from time to time issue updates and upgrades, including but not limited to upgraded versions of the Mobile Applications, and may automatically electronically upgrade the version of the Mobile Applications that you are using on your mobile device. By installing the Mobile Applications, you consent to the activation of the Mobile Application by IXL, 777 Mariners Island Blvd., Suite 600, San Mateo, CA 94404, and to all future automatic upgrading and updating on your mobile device, and agree that the terms and conditions of this Agreement will apply to all such upgrades. You can withdraw your consent at any time by uninstalling the Mobile Applications. To request assistance, please contact IXL support at [help@ixl.com](mailto:help@ixl.com). You acknowledge and understand and agree that the Mobile Applications, and the Service (including any updates and upgrades) will (a) cause your device to automatically communicate with our servers to deliver the Service's functionalities (as described where you downloaded the Mobile Applications (such as iTunes and Google stores) (b) affect the app-related preferences or data stored in your device, and (c) collect personal information as set out in our [Privacy Policy](#). Any third-party code that may be incorporated in the Mobile Applications is covered by the applicable open source or third-party license EULA, if any, authorizing use of such

code. The foregoing license grant is not a sale of the Mobile Applications or any copy thereof, and IXL or its third-party partners or suppliers retain all right, title, and interest in the Mobile Applications (and any copy thereof). Any attempt by you to transfer any of the rights, duties or obligations hereunder, except as expressly provided for in this Agreement, is void. IXL reserves all rights not expressly granted under this Agreement. If the Mobile Applications is being acquired on behalf of the United States Government, then the following provision applies. The Mobile Applications will be deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, reproduction, release, performance, display or disclosure of the Service and any accompanying documentation by the U.S. Government will be governed solely by this Agreement and is prohibited except to the extent expressly permitted by this Agreement. The Mobile Applications originates in the United States, and is subject to United States export laws and regulations. The Mobile Applications may not be exported or re-exported to certain countries or those persons or entities prohibited from receiving exports from the United States. In addition, the Mobile Applications may be subject to the import and export laws of other countries. You agree to comply with all United States and foreign laws related to use of the Mobile Applications and the Service.

**Mobile Applications from Apple App Store.** The following applies to any Mobile Applications you acquire from the Apple App Store ("Apple-Sourced Software"): You acknowledge and agree that this Agreement is solely between you and IXL, not Apple, Inc. ("Apple") and that Apple has no responsibility for the Apple-Sourced Software or content thereof. Your use of the Apple-Sourced Software must comply with the App Store Terms of Service. You acknowledge that Apple has

no obligation whatsoever to furnish any maintenance and support services with respect to the Apple-Sourced Software. In the event of any failure of the Apple-Sourced Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Sourced Software to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Sourced Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by this Agreement and any law applicable to IXL as provider of the software. You acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the Apple-Sourced Software or your possession and/or use of the Apple-Sourced Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Apple-Sourced Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by this Agreement and any law applicable to IXL as provider of the software. You acknowledge that, in the event of any third-party claim that the Apple-Sourced Software or your possession and use of that Apple-Sourced Software infringes that third party's intellectual property rights, IXL, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by this Agreement. You and IXL acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of this Agreement as relates to your license of the Apple-Sourced Software, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement as relates to your license of the Apple-Sourced Software against you as a third-party beneficiary thereof.

**Mobile Applications from Google Play Store.** The following applies to any Mobile Applications you acquire from the Google Play Store ("Google-Sourced Software"): (i) you acknowledge that the Agreement is between you and IXL only, and not with Google, Inc. ("Google"); (ii) your use of Google-Sourced Software must comply with Google's then-current Google Play Store Terms of Service; (iii) Google is only a provider of the Google Play Store where you obtained the Google-Sourced Software; (iv) IXL, and not Google, is solely responsible for its Google-Sourced Software; (v) Google has no obligation or liability to you with respect to Google-Sourced Software or the Agreement; and (vi) you acknowledge

and agree that Google is a third-party beneficiary to the Agreement as it relates to IXL's Google-Sourced Software.

## **25. GENERAL TERMS**

This Agreement, together with any amendments and any additional agreements you may enter into with IXL relating to the Service, shall constitute the entire agreement between you and IXL and govern your use of the Service, superseding any prior agreements between you and IXL. We object to and reject any additional or different terms proposed by you, including those contained in your purchase order, acceptance or website. This Agreement may only be superseded by a signed, notarized writing executed by an officer of IXL. The failure of IXL to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect. Except for actions for nonpayment or breach of a party's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than one (1) year after the cause of action has accrued. We might make versions of this Agreement or one or more of our Policies available in languages other than English. If we do, the English version of this Agreement and any such Policies will govern our relationship and the translations are provided for convenience only and will not be interpreted to modify the English version of this Agreement or such Policies.

The section titles in this Agreement are for convenience only and have no legal or contractual effect.

**Last Updated:** June 1, 2018

# IXL Privacy Policy

**Last Updated:** July 1, 2020

The following policies can be viewed on this page:

- [IXL Service Privacy Policy](#)
- [IXL Service Children's Privacy Policy](#)
- [IXL Privacy Shield Statement](#)

IXL Learning, Inc. supports the Student Privacy Pledge to safeguard student



privacy.

IXL Learning, Inc. is a member of the Student Data Privacy Consortium.



Student Data Privacy Consortium

## IXL Service Privacy Policy

IXL Learning, Inc. (hereafter called "IXL" "us" or "we") knows that you care how information about you is used and shared, and we appreciate your trust that we will do so carefully and sensibly. This Privacy Policy describes our collection and use of personal information collected from you through the online and/or mobile services, websites, and software provided on or in connection with [www.ixl.com](http://www.ixl.com) (collectively, the "Service"), which are offered through (i) [www.ixl.com](http://www.ixl.com), (ii) mobile applications

associated with [www.ixl.com](http://www.ixl.com), and (iii) any other IXL website, app or online service which links to this Privacy Policy. "You" or "your" means a visitor or a user (whether signed in or not) of our Service. Your use of the Service is conditioned on your acceptance of this Policy.

**A note about Student Data:** This Service may be purchased by providers of educational services, such as schools, school districts, or teachers (collectively referred to as "Schools") that use our services for educational purposes. When IXL contracts with a School to provide the Service, we may collect or have access to Student Data (defined below), which may be provided by the School or by the student. We consider such Student Data to be strictly confidential and in general do not use such data for any purpose other than improving and providing our Services to the School or on the school's behalf. Our collection, use and sharing of Student Data is governed by our contracts with the School and any applicable laws and regulations including, in the U.S., provisions of the Family Educational Rights and Privacy Act ("FERPA"), the Children's Online Privacy Protection Act ("COPPA") and applicable state laws. If you have any questions about reviewing, modifying, or deleting personal information of a student, please contact your School directly. See Section 11 to understand the principles which guide our collection, use and disclosure of Student Data.

Use these links to navigate to the following topics of interest:

1. [What information does IXL collect about you?](#)
2. [How IXL uses the information we collect](#)
3. [How does IXL share your information?](#)
4. [Third-party tracking and online advertising](#)
5. [How to control e-mail communications](#)
6. [How to access, update or delete your personal information](#)
7. [How long does IXL retain your information?](#)
8. [How does IXL protect your information?](#)
9. [Region-specific disclosures](#)
10. [How does IXL protect children's privacy?](#)

- 11. [How does IXL protect Student Data and comply with laws?](#)
- 12. [Links to other websites and services](#)
- 13. [Updates to this Policy](#)
- 14. [Contact Us](#)

## 1. What information does IXL collect about you?

IXL collects information in several ways from different parts of the Service.

**Information you provide to us.** The type of personal information we collect may vary depending on your account type.

- **School Information.** When a teacher, school administrator, or other authorized person associated with a School registers for an account on our Service or corresponds with us, we may collect personal information such as a name, e-mail address, payment information, username and password, and information about the School.
- **Student Information.** Once registered, a School may provide information about its students, such as student names or other identifiers, passwords, e-mail address for the student or the student's parent or legal guardian, and educational level and topic of study. Personal information collected from or about students, along with other information associated with that personal information is "**Student Data.**" The School may elect to provide user names or identifiers which are not readily identifiable to anyone outside of the School community in lieu of a full student name, at its

discretion. Additionally, some Schools may elect to use a single-sign on (SSO) service like G Suite for Education rather than usernames and passwords to authenticate student access.

- **Parent and Child Information.** When a parent or guardian ("Parent") registers for an account on our Service or corresponds with us, we may collect personal information such as a name, e-mail address, payment information, username and password. We may also collect information about the child(ren) authorized by the Parent to use the Service through the Parent's account, including a profile name for the child user and selection of a profile avatar. Each child user profile must be associated with a Parent account, and children cannot access the Service without the Parent first signing in to the Parent account with the Parent's sign in credentials.
- **Learning and Activity Information.** During the course of providing the Service, we collect information about your use of the Service, as well as any information that you submit to the Service, such as answers to questions or content or messages posted or shared through the Service. In addition, we may ask you for personal information at other times, such as when you contact our technical support team, send us an e-mail, complete a user survey or otherwise communicate with IXL.

**Information we receive automatically from your use of our Service.** Like most websites and online services, IXL and our vendors automatically collect certain types of usage information when you visit [www.ixl.com](http://www.ixl.com), read our e-mails, use our Service or otherwise engage with us. This information is typically collected through a variety of tracking technologies, including cookies, web beacons, Locally Stored Objects (LSOs such as Flash or HTML5), log files, and similar technology (collectively, "tracking technologies"), and we may use third party providers to collect this information on our behalf. These tracking technologies collect information about how you access and use the Service (e.g., referring / exit pages and URLs, how frequently you access the Service, the pages you view, the links you click, and other actions you take on the Service); information about your browser and information about the device(s) you use to access the Service (e.g., Internet Protocol (IP address), browser type, browser language, Internet service provider, device type, model

and manufacturer, a unique ID that allows us to uniquely identify your browser, device or account, operating system brand and model, and whether you access the Service from multiple devices). We may also collect information about your geographical location data at the city level. We may collect analytics data, or use third-party analytics tools, such as Google Analytics, to help us measure traffic and usage trends for the Service and to understand more about the demographics and behaviors of our users. You can learn more about Google's practices

at <http://www.google.com/policies/privacy/partners>. We may also work with third party partners to employ technologies, including the application of statistical modeling tools, which permit us to recognize and contact you across multiple devices. Although we do our best to honor the privacy preferences of our users, we are unable to respond to Do Not Track signals set by your browser at this time.

We use or may use the data collected through tracking technologies to secure the Service, improve the Service, to save you time, to provide better technical support, for promotional purposes, and to track website usage. For example, tracking technologies help us to:

1. Keep track of whether you are signed in or have previously signed in so that we can display all the features that are available to you.
2. Remember your settings on the pages you visit, so that we can display your preferred content the next time you visit.
3. Customize the function and appearance of the pages you visit based on information relating to your account; for example, to default you to a particular grade level, or to remember customized settings for a report.

4. Track website usage for various purposes including website optimization, website improvement, sales, marketing, and billing.

Most browsers are initially set up to accept cookies, but you can reset your browser to refuse all cookies or to indicate when a cookie is being sent. However, some features and services (particularly those that require you to sign in) may not function properly if your cookies are disabled. You may also set your e-mail options to prevent the automatic downloading of images that may contain technologies that would allow us to know whether you have accessed our e-mail and performed certain functions with it. Deleting cookies does not prevent the collection of information through non-cookie technologies and does delete Local Storage Objects (LSOs) such as Flash objects and HTML5. You can learn more about Flash objects — including how to manage privacy and storage settings for Flash cookies — on Adobe's website or by clicking [here](#). If you choose to delete Flash objects from our sites, then you may not be able to access and use all or part of the sites or benefit from the information and services offered.

We and our third-party partners may also use cookies and tracking technologies for advertising purposes. For more information about tracking technologies, please see "**Third-party tracking and online advertising**" below.

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## 2. How IXL uses the information we collect

We use the information we collect for the following purposes:

**To provide and maintain the Service.** We use the information we collect to deliver the Service to you. For example, we need to use your information to process payments, personalize learning curriculums, provide Schools, Parents and students with information and reports about student and child performance and use of the Service, respond to inquiries and provide customer support.

**To improve, personalize, and develop the Service.** We use information to tailor the content and information that we may send or display to users, to offer personalized content and instructions, and to otherwise personalize your experience while using the Service,

including on various devices you may use to access the Service. We collect statistics to better understand how users access and use our Service, monitor the effectiveness of our Service, detect usage patterns, and to diagnose or fix technology problems. We also use information to demonstrate the effectiveness of the Service and perform research, and to develop, support, and improve our Service and other educational products and services.

**To communicate with you.** We use your information to provide transactional notifications for certain activities relating to your use of our Service. For example, we may send e-mail notifications when a user completes an activity, to provide receipt for payment or other subscription notices. From time to time, we may send periodic promotional or informational e-mails to School or Parent users. We do not use Student Data to send marketing communications, and we do not send marketing communications to student or child users. You may opt-out of certain communications (e.g., marketing or certain notifications about your use of the Service) by following the opt-out instructions contained in the e-mail. You may not opt out of service-related communications (e.g., account verification, transactional communications, changes/updates to features of the Service, technical and security notices).

**To promote safety and security and respond to legal process.** We use information to promote the safety and security of our Service, our uses and other third parties. For example, we may use the information to authenticate users, facilitate secure payments, detect and prevent fraud and other harmful activities, respond to legal requests or claims, and enforce our terms and policies.

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### 3. How does IXL share your information?

IXL may share or disclose your personal information as needed to provide our Service or with your consent or permission. We may also share personal information in the circumstances described below.

Third parties with Consent or as Instructed We share information with consent and at the direction of Schools and Parents. For example, a School or Parent may direct IXL to share specific information with another individual, such as when a teacher directs IXL to send a communication to a parent. Similarly, we may share personal information with third parties, for example, if a School authorizes Google login or similar authentication tools for that School's user accounts.

Others within the School. IXL may share information collected from users associated with a School with other users or persons designated by the School, such as teachers and school administrators of that School. Messages and content shared or posted by members of a School community, such as messages between a teacher and students in a class, will be accessible by School administrators or other designated School users.

Vendors and Service Providers. IXL may share information with our trusted vendors, third party service providers and individuals to provide services or products for us or on our behalf, which may include analytics, hosting, billing, targeted advertising, and marketing (provided however, that IXL will not knowingly use any Student Data to target advertising or marketing). Vendors and service providers who have access to Student Data, if any, shall be contractually bound to uphold privacy and confidentiality terms no less protective than those provided herein.

Aggregate or De-Identified Information. We may share information in aggregated and/or anonymous form that cannot reasonably be used to identify an individual. For example, IXL may disclose aggregated user statistics (i.e., the total number or percentage of IXL users from a particular geographic region) in order to describe our Service to current and prospective partners and other third parties, and for other lawful purposes.

Merger or Sale. If IXL becomes involved in a merger, acquisition, bankruptcy, change of control, or any form of sale of some or all of its assets, your personal information may be transferred or disclosed in connection with the business transaction. In such an event, we will make efforts to provide notice before personal

information is transferred and becomes subject to a different privacy policy. We will not transfer Student Data associated with School accounts in the event of a merger or sale unless the recipient has committed to The Student Privacy Pledge principles or similarly stringent privacy protections, or we will provide Schools with notice and an opportunity to opt-out of the transfer of Student Data by terminating their accounts and any associated student users before the transfer occurs.

Other. IXL may release personal information if it has a good faith belief that access, use, preservation, or disclosure of such information is reasonably necessary to (a) satisfy any applicable law, regulation, legal process, or enforceable governmental request; (b) enforce applicable Terms of Service, including investigation of potential violations thereof; (c) detect, prevent or otherwise address fraud, security or technical issues; (d) protect the rights, property, or personal safety of IXL, its users, or the public; or (e) as required or permitted by law.

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#### 4. Third-party tracking and online advertising

IXL does not display any targeted advertising on the Service.

**Please note that although we may permit third party advertising partners to collect information from visitors to adult-directed areas of the Service for the purpose of displaying advertisements on other websites or online services on our behalf, we take many steps to prevent these third-party advertising networks from collecting information for targeted advertising purposes once a subscriber to our Service signs into our Service. Please note that we rely**

**on cookies to identify whether you are a subscriber to our Service and if you delete or block cookies, you may also delete the IXL cookie which prevents subscribers from receiving targeted IXL advertisements on other websites or online services.**

We work with third-party online advertising networks which use technology to recognize your browser or device and to collect certain types of usage information about your visit to or use of our Service to provide customized content, advertising and commercial messages to you on other websites or services, or on other devices you may use. We (through the third-party advertising networks) use this information to direct our online advertisements to those people who may find them relevant to their interests. Typically, though not always, the information is collected through cookies or similar tracking technologies. You may be able to set your browser to reject cookies or other tracking technology by actively managing the settings on your browser or mobile device, though these tools may not be effective for all third-party tracking technologies, including Flash or HTML5 cookies. To learn more about cookies, clear gifs/web beacons and online advertising technologies and how you may opt-out of some of this advertising, you may wish to visit the Digital Advertising Alliance's resources at [www.aboutads.info/choices](http://www.aboutads.info/choices) and/or the Network Advertising Initiative's online resources, at [www.networkadvertising.org](http://www.networkadvertising.org).

If you do not want to receive targeted advertising from IXL based on your visit to our website, you can use the below link to request that IXL take steps to prevent third-party advertising networks from using information about your visit to our website to display targeted IXL advertisements to you on other websites or services on behalf of IXL. IXL cannot, however, guarantee that such steps will eliminate all collection and/or display of targeted advertising, and it may take some time for your request to take effect. Such requests will not prevent you from receiving contextual advertising or other types of advertisements that are displayed without taking into consideration whether you have previously visited [www.ixl.com](http://www.ixl.com) (for example, advertisements shown on the basis of a search term keyword). Such requests will not stop the collection of information for purposes other than advertising (e.g., for website analytics). This opt-out requires the setting of a cookie in your browser to record your request (and thus will no longer be effective if the required cookie is deleted), will be effective only in the browser from which you make the request, and will be effective for a maximum of one year



from the request. If you delete cookies, change your browser settings, switch browsers or computers, or use another operating system, you will need to make the request again. You may make additional requests at any time.

Click [here](#) to request not to have information about your visit to [www.ixl.com](http://www.ixl.com) tracked for the purpose of displaying targeted IXL advertisements on other sites or services.

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## 5. How to control e-mail communications

IXL may, from time to time, send you e-mail regarding our products and services, or your use of our products and services. Only IXL (or its vendors or service providers operating on its behalf) will send you these e-mails. You can choose not to receive these e-mails by clicking the unsubscribe link in any e-mail or by contacting [help@ixl.com](mailto:help@ixl.com). Please note that you are not permitted to unsubscribe or opt-out of non-promotional messages regarding your account, such as account verification, changes or updates to features of the Service, or technical or security notices.

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## 6. How to access, update or delete your personal information

You may edit your account information at any time by signing in to your account, clicking on the account menu in the upper-right corner, and selecting Profile & settings. We recommend that you review your personal information periodically to ensure that it is accurate, complete, and current. If you do not provide and maintain accurate contact information for

your account, we may not be able to provide you with the notices set forth in this Privacy Policy.

If you are a parent or guardian of a student who uses the IXL Service through a School, please refer all questions and requests regarding access, modification, or deletion of your student's user account or Student Data to your child's school. The School may, at its discretion, address such requests with IXL and IXL shall respond promptly to all access, modification and deletion requests it receives from Schools.

Please contact [compliance@ixl.com](mailto:compliance@ixl.com) for further instructions about deleting or deactivating your account or deleting your personal information. We may not be able to comply with your request in all circumstances. For example, certain requests to access, update or delete personal information and data associated with a School account or license may be subject to approval by the School. When account information is deleted or de-identified, certain residual information may remain within our archive records, such as for customer and technical support, billing and tax purposes.

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## 7. How long does IXL retain your information?

We will retain personal information for as long as needed to provide the Service and for our internal business purposes, which may extend beyond the termination or cancellation of your subscription or user account. For example, we may retain certain data as necessary to prevent fraud or future abuse, for recordkeeping or other legitimate business purposes, or if required by law. We may also retain and use information which has been de-identified or aggregated such that it can no longer reasonably identify a particular individual. All retained personal information will remain subject to the terms of this Privacy Policy.

**Student Data.** We will not knowingly retain Student Data beyond the time period required to support an educational purpose, unless authorized by a School or parent. We do not delete or de-identify any Student Data from an active student user account associated with a School except at the direction of the School. The School is responsible for maintaining current student rosters and identifying Student Data which the School no longer needs for an educational purpose by removing students

from the school's master roster or by submitting a deletion request.

Unless otherwise directed by a School or Parent, we will delete or de-identify personal information of student and child users after a period of inactivity, after the termination or cancellation of the license subscription, or after termination of our agreement with the School, in accordance with the terms of any applicable written agreement with the School, written requests from authorized School administrators, and our standard data retention schedule. Authorized School administrators may contact us at [compliance@ixl.com](mailto:compliance@ixl.com) to request additional information about our standard data retention schedule and available options for customizing IXL's standard data retention schedule to meet individual School requirements.

We may not be able to immediately or completely delete all data in all instances, such as information retained in technical support records, customer service records, backups, and other similar business records. We will not be required to delete any information which has been de-identified or disassociated with personal identifiers such that the remaining information cannot reasonably be used to identify a particular individual.

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## 8. How does IXL protect your information?

**Information Security.** The security of your personal information is very important to us. We have implemented a variety of physical, administrative and technological safeguards designed to preserve the integrity and security of the personal information we collect and to protect against unauthorized access to data. These include internal reviews of our data collection, storage, and processing practices and security measures, as well

as physical security measures to guard against unauthorized access to systems where we store personal data. We restrict access to personal information to IXL employees, contractors, and agents who need to know that information in order to operate, develop, or improve our services. Our employees may be subject to disciplinary action, including termination, if they fail to meet privacy and confidentiality obligations. However, no security system is impenetrable—for that reason, we cannot guarantee the security of your personal information. If personal information under our control is compromised as a result of a breach of security, we will take reasonable steps to investigate the situation and take all steps required by applicable laws and regulations and our agreements with any affected Schools.

Maintaining the security of your personal information also requires your cooperation and involvement. For your protection, remember to sign out of all accounts before closing your browser. There is a sign out link available on most IXL pages. After signing out, make sure to close all browser windows. In addition, do not use the "Remember" feature if you are signing in to your account from a computer that other persons may have access to. This is to ensure that others cannot access your personal information if you share a computer with someone else or are using a public computer.

Please keep your password secure. If you have forgotten your password, you may request a new one by contacting [help@ixl.com](mailto:help@ixl.com). A new password will be sent to the e-mail address you specified during registration. For all other problems signing in to the IXL Service, please contact our technical support team using the contact information at the end of this policy.

If you have any concerns about the security of your account or the security of the Service, we ask that you report your concern to us immediately at [security@ixl.com](mailto:security@ixl.com). While we are unable to respond to all security concerns, we appreciate your feedback and take all reported concerns seriously.

**Data storage and transfer.** IXL is located in the United States. Personal information collected through our Website and Service may be stored and processed in the United States or any other country in which IXL or its affiliates or service providers maintain facilities.

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## 9. Region-specific disclosures

We may choose or be required by law to provide different or additional disclosures relating to the processing of personal information about residents of certain countries, regions or states. Please refer below for disclosures that may be applicable to you.

### Notice for California Residents

This section applies to you if you are a resident of the state of California and for purposes of this section the term "personal information" has the meaning provided by the California Consumer Privacy Act (the "CCPA"). *Please note this section does not apply to Student Data* that we process on behalf of our School customers. Because IXL provides the Services to Schools as a "School Official," we collect, retain, use and disclose Student Data only for or on behalf of our School customers for the purpose of providing the Services specified in our agreement with the School and for no other commercial purpose. If you have any questions or would like to exercise your California rights, please contact your School directly.

Residents of California may be entitled to certain rights with respect to personal information that we have collected about them under the CCPA:

- **Right to Know.** The right to request to know more about the specific pieces or categories of personal information we have collected, the categories of data sources, and the categories of third parties with whom we have shared the personal information for a business or commercial purpose in the last 12 months.
- **Right to Request Deletion.** The right to request the deletion of personal information that we have

collected from you, subject to certain exceptions.

- **Right to Opt Out of Personal Information Sales.** The right to direct us not to sell (as such term is defined by the CCPA) personal information we have collected about you to third parties.

You also have the right to be free of discrimination for exercising these rights. However, please note that if the exercise of these rights limits our ability to process personal information (such as in the case of a deletion request), we may no longer be able to provide you the Service or engage with you in the same manner.

To request to exercise your right to know and/or right to deletion, please submit a request by emailing [compliance@ixl.com](mailto:compliance@ixl.com) with the subject line, "California Rights Request." We will need to verify your identity before processing your request, which may require us to request additional personal information from you or require you to log into your account, if you have one. In certain circumstances, we may decline or limit your request, particularly where we are unable to verify your identity or locate your information in our systems, or as permitted by law.

We do not "sell" personal information to third parties without consent, however, we do allow certain third party advertising networks and other third party businesses to collect your personal information directly from your browser or device through cookies and related technologies for advertising, attribution, analytics and research purposes. These third parties may use such personal information for their own purposes in accordance with their own privacy statements, which may include reselling this information to additional third parties. By visiting [www.privacyrights.info](http://www.privacyrights.info), you can opt out from sales of this type of personal information by businesses that participate in the DAA's CCPA App-based Opt-Out Tool.

Please see the section called "**Third-party tracking and online advertising**" for more information about how third parties use cookies and related technologies to collect information automatically on our websites and other online services, and the choices you may have in relation to those activities.

Shine the Light. California "Shine the Light" law (Civil Code Section §1798.83) provides certain rights to California residents that have an established business relationship with us with regard to the disclosure of

certain types of personal information to third parties for their direct marketing purposes. We do not share your personal information with third parties for their direct marketing purposes without consent.

**Minors.** We do not sell the personal information of consumers we know to be less than 16 years of age, unless we receive affirmative authorization (the "Right to Opt In") from either the minor who is between 13 and 16 years of age, or the parent or guardian of a minor less than 13 years of age.

#### Notice for Nevada Residents

To exercise your individual rights under the Nevada Privacy Law (NRS Ch. 603A, Sec. 2(2)), please contact us at [compliance@ixl.com](mailto:compliance@ixl.com). Please include "Nevada Rights Request" in the subject line.

#### Notice for Residents in the European Economic Area ("EEA") Residents

For personal information subject to the European Union General Data Processing Regulation ("GDPR"), we rely on several legal bases to process the data. These legal bases include where:

- The processing is necessary to perform our contractual obligations in our Terms of Service or other contracts with you (such as to provide you the Service as described in our Terms of Service);
- You have given your prior consent, which you may withdraw at any time (such as for marketing purposes or other purposes we obtain your consent for from time to time);
- The processing is necessary to comply with a legal obligation, a court order or to exercise or defend legal claims;
- The processing is necessary for the purposes of our legitimate interests, such as in improving, personalizing, and developing the Service, marketing the Service, such as new features or products that may be of interest, and promoting safety and security as described above.

If you have any questions about or would like further information concerning the legal basis on which we collect and use your personal information, please contact us using the contact details provided below in Section 14.

Residents in the EEA are entitled to certain rights with respect to personal information that we hold about them under the GDPR:

- **Right of access and portability.** The right to obtain access to your personal information, along with certain related information, and to receive that information in a commonly used format and to have it transferred to another data controller;
- **Right to rectification.** The right to obtain rectification of your personal information without undue delay where that personal information is inaccurate or incomplete;
- **Right to erasure.** The right to obtain the erasure of your personal information without undue delay in certain circumstances, such as where the personal information is no longer necessary in relation to the purposes for which it was collected or processed;
- **Right to restriction.** The right to obtain the restriction of the processing undertaken by us on your personal information in certain circumstances, such as where the accuracy of the personal information is contested by you, for a period enabling us to verify the accuracy of that personal information; and
- **Right to object.** The right to object, on grounds relating to your particular situation, to the processing of your personal information, and to object to processing of your personal information for direct marketing purposes, to the extent it is related to such direct marketing.

You may also have the right to make a GDPR complaint to the relevant Supervisory Authority. A list of

Supervisory Authorities is available here: [https://ec.europa.eu/justice/data-protection/bodies/authorities/index\\_en.htm](https://ec.europa.eu/justice/data-protection/bodies/authorities/index_en.htm). If you need further assistance regarding your rights, please contact us using the contact information provided below and we will consider your request in accordance with applicable law. In some cases our ability to uphold these rights for you may depend upon our obligations to process personal information for security, safety, fraud prevention reasons, compliance with regulatory or legal requirements, or because processing is necessary to deliver the services you have requested. Where this is the case, we will inform you of specific details in response to your request.

For more information regarding IXL's compliance with the U.S.-EU and U.S.-Swiss Privacy Shield Principles, please see our [IXL Privacy Shield Statement](#).

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## 10. How does IXL protect children's privacy?

IXL does not permit children under the age of 13 to create an account and does not knowingly collect personally identifying information from children under the age of 13 without the consent and at the direction of a Parent. Please contact us at [compliance@ixl.com](mailto:compliance@ixl.com) if you believe we have inadvertently collected information from a child under 13 without parental consent so that we may delete the information as soon as possible.

Parents who purchase a subscription to the IXL Service may set up a Child profile associated with the Parent's account so that children under 13 may access the Service under the Parent's supervision. Please see our [IXL Service Children's Privacy Policy](#) to learn more about how IXL collects, uses and shares information associated with Child profiles. The Children's Privacy Policy applies to all

users of Child profiles, regardless of the age of the Child.

When IXL is used by a School in an educational setting, the School may authorize IXL to collect information from a child under 13. Please refer to Section 11 to learn more about how IXL protects Student Data, including Students who may be under the age of 13, when the Service is used by a School.

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## 11. How does IXL protect Student Data and comply with laws?

When IXL provides the Service to Schools, our collection, use and disclosure of Student Data is governed by our Terms of Service and/or any other agreement with the School, by the provisions of the Family Educational Rights and Privacy Act ("FERPA"), the Children's Online Privacy Protection Act ("COPPA") and other applicable laws that may relate to the collection and use of personal information of students. If you have any questions about our collection and use of Student Data, please contact us at [compliance@ixl.com](mailto:compliance@ixl.com). If you have any questions about reviewing, modifying, or deleting the personal information of a student, please contact your School directly.

**The Student Privacy Pledge ("The Pledge").** IXL adheres to the [Student Privacy Pledge](#), an industry standard approach to privacy for K-12 service providers. The Pledge was created by the Future of Privacy Forum (FPF) and The Software & Information Industry Association (SIIA) and has been endorsed by the National School Boards Association (NSBA), the National Parent-Teacher Association (PTA), and the White House.

As part of our commitment to The Pledge, when we have access to Student Data through the provision of our Services to a School, the following core principles guide our decisions around data, security, and technology:

- IXL does not collect, maintain, use or share Student Data beyond that needed for an authorized educational or school purpose, or as authorized by our agreement with a School.
- IXL does not use or disclose Student Data for targeted advertising purposes.

- IXL does not build a personal profile of a Student other than in furtherance of a K-12 School purpose, or as authorized by a parent.
- IXL will maintain a comprehensive data security program designed to protect the types of Student Data maintained by IXL.
- IXL will not knowingly retain Student Data beyond the time period required to support the School's purpose, unless authorized by the parent.
- IXL will clearly and transparently disclose our data policies and practices.
- IXL will never sell Student Data unless the sale is part of a corporate transaction, such as a merger, acquisition, bankruptcy, or other sale of assets, in which case we will use our best efforts to ensure the successor entity honors the privacy commitments made in this policy and/or we will notify the School of such a sale and provide the School an opportunity to opt-out by terminating its account before the data transfer occurs.
- We will not make any material changes to our Privacy Policy or Terms of Service that relate to the collection or use of Student Data without first giving notice to the School and providing a choice before the Student Data is used in a materially different manner than was disclosed when the information was collected.

**The Family Educational Rights and Privacy Act ("FERPA").** This Privacy Policy and our Service are designed to meet our responsibilities to protect personal information from the students'

educational records under FERPA. We agree to work with each School to jointly ensure compliance with the FERPA regulations.

**The Children's Online Privacy Protection Act ("COPPA").** This Privacy Policy and our Service are designed to comply with COPPA. We do not knowingly collect personal information from a child under 13 unless and until a School has authorized us to collect such information through the provision of the Service on the School's behalf. When a School uses our Service in the classroom or in an educational context, we rely on the School to provide appropriate consent and authorization for a student under 13 to use the Service and for IXL to collect personal information from such student, as permitted by COPPA. Upon request, we will provide the School the opportunity to review and delete the personal information collected from their students. If you are a parent and you have questions about your child's use of our Service and any information collected, you should discuss your questions with your child's School.

**Students Online Personal Information Protection Act ("SOPIPA").** This Privacy Policy and our Service are designed to comply with SOPIPA. We do not use Student Data for targeted advertising purposes. We do not use collected information to amass a profile of a K-12 student except in furtherance of K-12 school purposes. We never sell Student Data unless the sale is part of a corporate transaction, such as a merger, acquisition, bankruptcy, or other sale of assets, in which case we make efforts to ensure the successor entity honors the privacy commitments made in this policy and/or we will notify you of such a sale and provide you an opportunity to opt-out by deleting your account before the data transfer occurs. We will not sell students' personal information to third parties other than in the context of a business transaction.

**California Assembly Bill 1584 ("AB 1584").** This Privacy Policy and our Service are designed to comply with AB 1584. Pupil records obtained by IXL from a local educational agency ("LEA") continue to be the property of and under the control of the LEA. Parents, legal guardians, or eligible pupils may review personally identifiable information in the pupil's records and correct erroneous information by contacting their LEA directly. In the event of an unauthorized disclosure of a pupil's records, IXL will notify the LEA and will provide the LEA with a report to be shared with the affected parent(s), legal guardians(s) or eligible pupil(s). Pupil records will be deleted and/or de-identified in accordance with our

data retention and deletion policies described above in the section "How long does IXL retain your information."

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## 12. Links to other websites and services

The Services may contain links to and from third-party websites of our business partners, advertisers, and social media sites. If you follow a link to any of these websites, please note that these websites have their own privacy policies and their practices are not covered by this Privacy Policy. We strongly recommend that you read their privacy policies and terms and conditions of use to understand how they collect, use, and share information. We are not responsible for the privacy practices or the content on the websites of third-party sites.

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## 13. Updates to this Policy

IXL may, in its sole discretion, modify or update this Policy from time to time, which will be reflected in the 'Last Updated' date set forth at the beginning of this Policy. If we change this Policy in a material manner, we will do our best to notify you of the changes by posting a notice on our website or through other appropriate communication channels. Your continued use of the Services following the effective date of such update constitutes your acceptance of the revised Policy. If you do not agree to any of the terms in this Policy or to any future terms in a future revision of this Policy, do not use or access (or continue to access) the Service.

We will not make any material changes to our Privacy Policy or Terms of Service that would result in Student Data being used in

a materially different manner than was disclosed when the information was collected without first giving notice to applicable Schools and providing a choice before such Student Data is used in a materially different manner than was disclosed when the information was collected.

In the event that you or your School has entered into a signed, written agreement with IXL, changes to this Policy may not be effective as to you until either (a) you or your School affirmatively accepts the changes to this Policy, either electronically or in a signed writing or (b) upon renewal of the School's agreement with IXL at the end of the current term.

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## 14. Contact Us

If you have a question regarding this statement, or if a question was not addressed in this privacy policy, you may contact technical support using the contact information below. We will do our best to answer your question promptly and accurately.

IXL Learning, Inc.

777 Mariners Island Blvd., Suite 600

San Mateo, CA 94404 (USA)

[compliance@ixl.com](mailto:compliance@ixl.com)

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## IXL Service Children's Privacy Policy

IXL does not permit children under the age of 13 ("Child") to create an account and does not knowingly collect personally identifying information from children under the age of 13 without the consent and at the direction of a parent.

IXL permits Parents to set up child profiles associated with the Parent account so that children may access the Service under the Parent's supervision. We take special precautions to collect only as much information as is reasonably necessary for the child to use the Service and

to ensure that Parents have access to and control of their child's use of the Service.

This Children's Privacy Policy applies to all users of child profiles associated with a Parent account, regardless of the age of the child.

By creating a child profile associated with a Parent account and permitting your child to use the IXL Service, you expressly agree to the practices described in this Children's Privacy Policy and you consent to the collection, use, and disclosure of your child's personal information as described herein.

### **1. How to create a child profile associated with a Parent account.**

A parent must purchase a user license using a credit card on the Family Membership page, register for an account with IXL, and agree to the terms of our Terms of Service, Privacy Policy and this Children's Privacy Policy. During the account creation process, the Parent may create individual profiles for each child(ren) authorized by the Parent to use the Service through the Parent's account. Each child user profile must be associated with a Parent account, and children cannot access the Service without the Parent first signing in to the Parent account with the Parent's login credentials. After the Parent logs into a Parent account, the child user selects the child profile to use the Service.

### **2. What information does IXL collect from or about a child and how does IXL use this information?**

**Information you provide us.** Through the Parent's account set-up, the Parent provides information about the child(ren) authorized by the Parent to use the Service through the Parent's account, including a profile name and selection of a profile avatar. We recommend that the Parent selects a profile name that does not include the real name or identifying characteristics of the child. The Parent may also create a "secret word," which

functions similar to a password to access the child profile, though it cannot be used to sign in to the Service without the Parent first signing in to the Parent's account using the Parent's login credentials. IXL does not request a birthdate or any additional personal information from the user of the child profile, though the child may change his/her profile avatar, secret word and profile name (of course, the Parent will see these changes through the Parent's account dashboard).

IXL uses this information to provide the Service to the user of the child profile. IXL uses the e-mail address provided by users of Parent accounts to communicate messages about the account, such as subscription notices and password resets, and the child user reports and awards.

**Information collected from the Child's use of the Service.** During the course of providing the Service, we collect information about the user of the child profile's use of the Service and information submitted to the Service, such as answers to questions, for the purpose of providing feedback to the user and for compiling reports and awards.

When your Child accesses the Service through the Parent's account, we automatically collect and store usage information as well as information about the device used by the Parent and Child to access the Service. For example, we collect an IP address, location (at the city level), browser type, language preferences, and other information about the device used to access the Service, such as the device type, model and manufacturer and a unique identifier which allows us to uniquely identify your browser, device, or account, as well as account usage information such as the day/time stamp, referring/exit pages and URLs, pages viewed, and similar information. This information is typically collected through a variety of tracking technologies, including cookies, web beacons, log files, and similar technology (collectively, "tracking technologies"), and we may use third party providers to collect this information on our behalf. This data collection is explained in greater detail in Section 1 of our Privacy Policy under the sub-heading "Information we receive when you use the Service."

We use this information to secure and improve the Service, to provide personalized content and information, to remember you when you return to the Service at a later time or using a different device, to improve the Service, to save you time, to provide better technical support, to track website usage and other similar purposes.



### **3. How we disclose information**

IXL may share or disclose a child's personal information as needed to provide our Service or with your consent or permission. For example, we share information with our trusted vendors, third party service providers and individuals to provide services for us on our behalf, which may include analytics providers and hosting services. We may also share personal information if we have a good faith belief that access, use, preservation, or disclosure of such information is reasonably necessary to (a) satisfy any applicable law, regulation, legal process, or enforceable governmental request; (b) enforce applicable Terms of Service, including investigation of potential violations thereof; (c) detect, prevent or otherwise address fraud, security or technical issues; (d) protect the rights, property, or personal safety of IXL, its users, or the public; or (e) as required or permitted by law.

If IXL becomes involved in a merger, acquisition, bankruptcy, change of control, or any form of sale of some or all of its assets, personal information may be transferred or disclosed in connection with the business transaction, subject to any applicable laws.

We may also share aggregate or de-identified information in a manner that cannot be reasonably used to identify an individual user.

### **4. Third party tracking and online advertising on the Service**

IXL does not display any targeted advertising on the Service.

We work with third-party online advertising networks which use tracking technologies (such as cookies, web beacons and similar technologies) to collect information about visitors to direct targeted advertising on other websites or services. You can learn more by referring to Section 4 of the IXL Privacy Policy

called "Third party tracking and online advertising," and by visiting the Digital Advertising Alliance's resources at <http://www.aboutads.info/choices> and/or the Network Advertising Initiative's online resources, at <http://www.networkadvertising.org>.

We take certain steps designed to avoid these third-party tracking technologies from collecting information from users of Child profiles for targeted advertising purposes, by taking steps to disable such tracking technologies once a subscriber to our Service (e.g., the Parent) logs into our Service, maintaining the preferences for as long as the subscriber is signed in, and by remembering these preferences the next time you return to our Service using the same browser or device. Please note that we rely on cookies to identify whether you are a Subscriber and if you delete or block cookies you may also delete the IXL cookie which allows us to recognize returning users and prevent subscribers from receiving targeted IXL advertisements on other websites or services. These preferences are unique to the browser or device you used to sign in to the Service. Therefore, third-party tracking technologies may be present if you navigate to certain pages of our website using a new browser or device until you sign in to your account on that browser or device.

If you do not want to receive targeted advertising from IXL based on your visit to our website, you can use the below link to request that IXL take steps to prevent third-party advertising networks from using information about your visit to our website to display targeted IXL advertisements to you on other websites or services on behalf of IXL. IXL cannot, however, guarantee that such steps will eliminate all collection and/or display of targeted advertising, and it may take some time for your request to take effect. Such requests will not prevent you from receiving contextual advertising or other types of advertisements that are displayed without taking into consideration whether you have previously visited [www.ixl.com](http://www.ixl.com) (for example, advertisements shown on the basis of a search term keyword). Such requests will not stop the collection of information for purposes other than advertising (e.g., for website analytics). This opt-out requires the setting of a cookie in your browser to record your request (and thus will no longer be effective if the required cookie is deleted), will be effective only in the browser from which you make the request, and will be effective for a maximum of one year from the request. If you delete cookies, change your browser settings, switch browsers or computers, or use another operating system, you will need to make the request again. You may make additional requests at any time.

[Click here](#) to request not to have information about your visit to [www.ixl.com](http://www.ixl.com) tracked for the purpose of displaying targeted IXL advertisements on other sites or services.

## 5. How to access and delete your child's personal information

The Parent may review the information collected from the user of the child profile at any time by signing in to the Parent account. The Parent may refuse to permit the further collection of the child user's information by no longer providing the child user access to the Service through the Parent's account.

IXL will retain the personal information collected from and about the user of the child profile for as long as necessary to provide the Service and will de-identify or delete the personal information after the termination of the Parent's subscription account in accordance with our standard data retention policy or until we receive a deletion request. To request deletion of personal information of a user of a child profile at any time, please contact us at [compliance@ixl.com](mailto:compliance@ixl.com).

## 6. Our practices involving Schools

When IXL is used by a School in an educational setting, the School may authorize IXL to collect information from a child under 13. If you are a Parent whose child accesses the IXL Service through a School, please contact the child's School to request to access, review and/or delete your child's information. IXL will process such requests promptly as directed by the School.

Please refer to Section 11 of the IXL Privacy Policy to learn more about how IXL protects Student Data, including Students who may be under the age of 13, when the Service is used by a School.

## 7. Region-Specific Disclosures

We may choose or be required by law to provide different or additional disclosures relating to the processing of personal information about residents of certain countries, regions or states. Please refer to the Region-Specific Disclosures section of our Privacy Policy to learn more.

## 8. Contact us

If you have questions or concerns about this policy or about our use of information provided by a user of a child profile, please contact us:

IXL Learning, Inc.

777 Mariners Island Blvd., Suite 600

San Mateo, CA 94404 (USA)

[compliance@ixl.com](mailto:compliance@ixl.com)

**Last Updated:** July 1, 2020

## IXL Privacy Shield Statement

IXL complies with the EU-US Privacy Shield Framework and the Swiss-US Privacy Shield Framework as set forth by the US Department of Commerce regarding the collection, use, and retention of personal information from European Union member countries, Switzerland, and the United Kingdom transferred to the United States pursuant to Privacy Shield. IXL has certified that it adheres to the Privacy Shield Principles with respect to such data. If there is any conflict between the policies in this privacy policy and data subject rights under the Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Privacy Shield program, and to view our certification page, please visit <https://www.privacyshield.gov/>.

### Purpose

The purpose of this IXL Privacy Shield Statement ("Statement") is to outline how we comply with the Principles with respect to the personal information we collect. If you would like to obtain additional information regarding our privacy practices in connection with information collected on this website in general, please refer to our [Privacy Policy](#). If there is any conflict between this Statement and the Privacy Policy, this Statement shall prevail.

### Scope

This Statement applies to any personal information received by IXL from the European Union, Switzerland, or the United Kingdom in reliance on Privacy Shield.

### **IXL Data Processing Activities**

IXL at times acts as a data processor or a data controller when processing personal data transferred from the EEA, Switzerland, or the United Kingdom. Though the types of data IXL collects and processes may vary depending on the Account Terms and our customers' preferences, data we collect typically includes personal information relating to students and schools, billing and payments information, web browsing behavior and other information relating to a user's device used to access the services, and other information as described in our Privacy Policy. IXL processes this data to provide our business and consumer services; billing and payments; customer service and product support; communications and marketing; online advertising; analytics to inform and improve our services; and for other internal purposes.

### **Principles**

**1. Notice.** We will provide individuals with notice of our data collection and processing practices in our Privacy Policy, describing what personal information we collect, the purpose and use of personal information, the categories of third parties with whom we may share such information (and the purposes for which we do so), the individual's right to access such information, the choices and means through which the individual may limit the use and disclosure of personal information, and other disclosures consistent with the Notice Principle.

Where we process personal information on behalf of an educational or other institution (each a "School") with which you have a direct relationship, we will

assist them upon request to provide appropriate notice to you.

You can read about our data collection and processing practices in our main [Privacy Policy](#).

**2. Choice.** We will provide an individual opt-out or opt-in choice before we share their data with third parties other than our agents and service providers, or before we use it for a purpose other than it was originally collected or subsequently authorized. To limit the use and disclosure of your personal information, please submit a written request to [compliance@ixl.com](mailto:compliance@ixl.com).

Where we process personal information on behalf of a School, we will work with that School to comply with any individual's choices for limiting use or disclosure of personal information, if possible.

**3. Onward Transfers (Transfer to Third Parties).** IXL may transfer personal information to certain third parties (as described in our [Privacy Policy](#)). Where we transfer personal information to a third party, will take reasonable and appropriate steps to ensure the third-party processes personal information for limited and specified purposes and in a manner consistent with IXL's Privacy Shield obligations. Where the transfer is to a third-party agent acting on our behalf, IXL may be liable if such third parties fail to meet those obligations, and we are responsible for the event giving rise to the damage.

In certain situations, we may be also required to disclose personal data in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

**4. Security.** We take reasonable and appropriate measures to protect personal information from loss, misuse and unauthorized access, disclosure, alteration and destruction. We have implemented appropriate physical, electronic and managerial procedures to help safeguard and secure personal information from loss, misuse, unauthorized access or disclosure, alteration or destruction.

**5. Data Integrity and Purpose Limitation.** We will process personal information in a manner that is compatible with and relevant to the purpose for which it was collected or authorized by individuals. Where we receive personal information from a School, it shall be the School that determines those purposes. To the extent necessary for those purposes, we will take reasonable

steps to ensure that personal information is accurate, complete, current and reliable for its intended use.

**6. Access.** EU and Swiss individuals have the right to reasonable access to the personal information about you that we hold. On request, we will also take reasonable steps to correct, update, amend or delete any information that is demonstrated to be inaccurate, except where the burden or expense of doing so would be disproportionate to the risks to your privacy in the case in question or where the rights of third parties would be violated. Where we process personal information on behalf of a School, we will direct any individual requests for access or to limit use or disclosure to the School, and we will work with such School in complying with such requests in accordance with applicable law and our obligations under Privacy Shield.

An individual who seeks access, or who seeks to correct, amend, or delete inaccurate data, should direct their query to [compliance@ixl.com](mailto:compliance@ixl.com). If requested to remove data, we will respond within a reasonable timeframe.

**7. Jurisdiction and Enforcement.** As part of our participation in Privacy Shield, we are subject to the investigatory and enforcement powers of the US Federal Trade Commission.

**8. Lawful Requests.** IXL may be required to disclose personal information in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

### **9. Contact IXL and Recourse.**

In compliance with the Privacy Shield Principles, IXL commits to resolve complaints about your privacy and our collection or use of your personal information transferred to the United States pursuant to Privacy Shield. If you have any questions about this Statement or the information that we collect from

you in reliance on Privacy Shield, please contact us at [compliance@ixl.com](mailto:compliance@ixl.com) or write to:

IXL Learning, Inc.

ATTN: Legal Department

777 Mariners Island Blvd., Suite 600

San Mateo, CA 94404 (USA)

In the event that you are concerned about how personal information you have provided to IXL has been used, please address your inquiry or complaint first to us at the address listed above. IXL takes all concerns about privacy and use of personal information very seriously, and shall endeavor to reply to you within 45 days of receiving a complaint.

IXL has further committed to refer unresolved privacy complaints under the Privacy Shield Principles to an independent dispute resolution mechanism, the BBB EU PRIVACY SHIELD, operated by the Council of Better Business Bureaus. If you do not receive timely acknowledgment of your complaint, or if your complaint is not satisfactorily addressed, please visit [www.bbb.org/EU-privacy-shield/for-eu-consumers](http://www.bbb.org/EU-privacy-shield/for-eu-consumers) for more information and to file a complaint. This service is provided free of charge to you.

If your Privacy Shield complaint cannot be resolved through the above channels, under certain conditions, you may invoke binding arbitration for some residual claims not resolved by other redress mechanisms. See Privacy Shield Annex 1 at <https://www.privacyshield.gov/article?id=ANNEX-I-introduction>.

**Last Updated:** July 1, 2020