

OPERATOR ADDENDUM

THIS ADDENDUM (the "Addendum") by and between **N2Y, LLC** (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, PPR, the Illinois Student Online Personal Protection Act ("SOPPA"), and the Illinois Children's Privacy Protection and Parental Empowerment Act ("ICPPEA"), to the extent applicable.
4. **Ownership.** All Customer Data will remain Customer's property and Customer shall retain full control over all such Data shared with or collected by the Company.
5. **Security.** Company agrees to employ reasonable security measures that meet or exceed industry standards and otherwise comply with all applicable federal and state laws and regulations regarding data security and privacy for provision of service, including testing its servers for viruses at reasonable intervals and maintaining backup copies of all content. Company agrees to store and process the Customer Data in a manner that is no less protective than those methods used to secure the Company's own data. This includes appropriate administrative, physical, and technical safeguards to secure the data from unauthorized access, disclosure, use, and loss, and includes maintaining adequate backup copies of the data. Company shall maintain complete and accurate records of these security measures and produce such records to Customer for purposes of audit upon reasonable prior notice during normal business hours. The Customer reserves the right at its sole discretion to perform

audits of the Company's storage of Customer Data at the Customer's expense to ensure compliance with the terms of the Agreement and this Addendum. The Company shall reasonably cooperate in the performance of such audits.

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

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

The Company shall reimburse and indemnify the Customer for any costs imposed on the Customer or reasonably undertaken by the Customer at its discretion associated with a Security Breach, including reimbursement of fees paid by the Customer related to providing credit monitoring to affected individuals and payment of legal fees, audit costs, fines, and other fees undertaken by the Customer as a result of the security breach. *The Company's liability under this section shall be limited to the total fees paid by SASED to the Company. (S)*

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

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

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

15. **No Indemnification or Limitation of Liability by Customer.** Any provision included in the Agreement that requires the Customer to indemnify the Company or any other party is deleted and shall not apply to the Customer. Any provision in the Agreement that limits the Company's liability is deleted.
16. **Warranties.** The Company warrants that the product is fit for the purposes for which it is being provided to the Customer, that title to the product is free and clear, and that Customer's use of the product for its intended purposes does not infringe on the intellectual property rights of any third party. The Customer agrees to use the product only for its intended purpose. Any provision in the Agreement that imposes a warranty on the Customer is deleted.
17. **Employee and Subcontractor Qualifications.** The Company shall ensure that its employees and subcontractors who have potential access to Customer Data have undergone appropriate background screening to the Customer's satisfaction and possess all needed qualifications to comply with the terms of this Addendum and the Agreement including all terms relating to Customer Data, student data privacy, and intellectual property protection, and shall be responsible for any failure of such individuals to comply with such obligations.
18. **Renewal of Agreement and Addendum; Posting of Agreement and Addendum.** The parties may renew the Agreement and this Addendum in writing. Unless otherwise specifically agreed in writing, any renewal of the Agreement shall be deemed a renewal of this Addendum. Any provisions in the Agreement that provide for an automatic renewal of the Agreement are deleted. ~~Customer shall post a copy of the Agreement and this Addendum, as well as any renewals, on its website.~~ 70

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. *good faith*
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.

N2Y, LLC

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

By: *David Swank*
Its Duly Authorized Agent

By: _____
Its Duly Authorized Agent

Printed Name: David Swank

Printed Name: Melinda McGuffin

Title: Chief Financial Officer

Title: Executive Director

Address: 909 University Dr. S., Huron, OH 44839

Address: 2900 Ogden Avenue, Lisle IL 60532

Date: 09/29/2020

Date: _____



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While our terms haven't changed, we remain committed to meeting educator needs with increased access to our solutions during COVID-19 school closures.

Welcome to the n2y LLC and related companies and subsidiaries (which together with each company's shareholders, members, directors, officers, employees, and agents are herein collectively called "n2y") website. Access to, and use of, this website and its accompanying materials and content is subject to the terms and conditions listed below (the "Agreement"). Please read and review carefully these terms and conditions which govern your use of this website and its accompanying materials and content. Your use of this website and its accompanying materials and content signifies your binding consent to this Agreement. This Agreement supersedes all previous representations, understandings, or agreements regarding the information contained herein.

MODIFICATIONS

n2y may revise this Agreement at any time. Revisions to this Agreement when possible will be posted on this website approximately 30 days in advance. You will be prompted to review and acknowledge your consent to this Agreement if any revisions have been made before using this website and its accompanying materials and content. If you have questions regarding this Agreement, please contact n2y customer support at (800) 697-6575 (te:8006976575). By using this website and its accompanying materials and content, you, whether an Authorized User or other visitor to this website, are agreeing to be bound by the then-current version of this Agreement.

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n2y does not warrant, guarantee, or make any representations regarding the use, or the results of use, of this website and its accompanying materials and content in terms of correctness, accuracy, reliability, currentness, or otherwise. The entire risk as to the results and performance of this website and its accompanying materials and content is assumed by you. If this website and its accompanying materials and content are defective, n2y's sole responsibility shall be the replacement of the defective subscription, materials or content and you shall have no further remedy relating to the defect.

n2y shall not 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 n2y has been advised of the possibility of such damages), resulting from: (a) the use of or the inability to use this website and its accompanying materials and content; (b) the cost of procurement of substitute goods and services resulting from any inability to use this website and its accompanying materials and content; (c) unauthorized access to or alteration of your transmissions or data; (d) statements or conduct of any third party on this website or its accompanying materials and content; or (e) any other matter relating to this website and its accompanying materials and content.

n2y's products and services are controlled and operated from US-based facilities and it makes no representations that they're appropriate or available for use in other locations. If you access or use the services from other jurisdictions, you understand that you're entirely responsible for compliance with all applicable international, United States and local laws and regulations, including but not limited to export and import regulations. n2y does not target marketing campaigns or other marketing activities to individuals or organizations outside of the US. n2y is committed to protecting its subscribers' PII as detailed in this Agreement.

CONFIDENTIALITY

This website and its accompanying materials and content contain information and images confidential and proprietary to n2y, including, but not limited to, marketing information, product information, advertising and teacher and student data ("Confidential Information"). Accessing, using, copying, distributing, disseminating and changing Confidential Information is subject to n2y policies, restrictions and procedures regarding confidentiality, including, but not limited to, the policies set forth herein.

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If disclosure of any of the Confidential Information is requested pursuant to any subpoena or as part of any legal proceeding, deposition or cause of action, you will assert the privilege applicable to confidential business and proprietary information and will refuse to respond (to the fullest extent allowed by law). You will promptly advise your employer (or the party providing you with access to this website and its accompanying materials and content) and n2y in writing of any such request for disclosure.

Unless otherwise prohibited by law, you agree to indemnify and hold harmless n2y from and against all liabilities, injuries, damages, losses, costs (including, but not limited to, court costs and attorneys' fees), fines, penalties and expenses directly or indirectly resulting from the input of unsolicited Confidential Information saved in free-form text entry fields by yourself or any other person authorized to enter information on your behalf.

USAGE POLICY

Authorized Users may use the materials and content and the Confidential Information on this website solely for their personal use. Accessing, using, copying, distributing, disseminating and/or changing Confidential Information is subject to your underlying agreement with n2y and your compliance with this Agreement. Failure to comply with your underlying agreement with n2y or this Agreement may subject you and/or your company to immediate termination of access rights to this website and its accompanying materials and content and/or any other actions n2y may deem appropriate. Upon expiration of your subscription, all Authorized User accounts associated with your subscription will be automatically inactivated.

Authorized Users include (but are not limited to) students with a student login credential. Deactivation of a customer's account will also deactivate any associated student login credentials.

Please note that with respect to usage of the Unique Learning System[®], News-2-You[®], SymbolStix PRIME[®], L³ Skills[®] and Positivity[®] the maximum number of students that may utilize the materials and content under a single license is 15.

DATE OF COMMENCEMENT OF SUBSCRIPTION

You have the option to delay commencement of your subscription to a date no later than 90 days from the date of said agreement. If a delayed commencement of subscription date is not elected and actually selected and identified on the date of your underlying agreement with n2y, your subscription shall be effective immediately.

SUBSCRIPTION EXPIRATION, RENEWAL AND APPLICABLE GRACE PERIOD

Unless otherwise agreed upon in writing between you and n2y, your subscription will not automatically renew unless you notify n2y in writing at least 30 days prior to the expiration of same. Payment of your subscription fee must be made in full at the time of your renewal. If you are unable to pay the renewal fee in full at the time of your renewal, you may contact n2y to request a 30-day grace period (which may be granted (or denied) in n2y's sole discretion). In the event you fail to pay your renewal fee in full within any agreed-upon grace period, your account shall terminate effective immediately. You will be charged a

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prorated renewal fee for your subscription access during the grace period in accordance with the terms and conditions of your underlying agreement with n2y if your account is terminated for nonpayment of the renewal fee. You will be invoiced for this prorated renewal fee and payment is due upon receipt.

PLEASE NOTE: THE GRACE PERIOD IS A PART OF YOUR YEAR-LONG SUBSCRIPTION AND NOT AN EXTENSION OF SUCH SUBSCRIPTION.

PRIVACY AND SECURITY

Generally, n2y employs commercially reasonable security measures that comply, in n2y's reasonable discretion and interpretation, with all applicable Federal and state laws and regulations regarding data privacy and security, including but not limited to the Family Educational Rights and Privacy Act ("FERPA") and the Children's Online Privacy Protection Act of 1998 ("COPPA"). These measures include appropriate administrative, physical, and technical safeguards to secure data from unauthorized access, disclosure, alteration and use. n2y will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Except as expressly provided in this Agreement, neither n2y nor its successors or assigns shall have any liability for the breach of its privacy and security measures or the integrity of its hosting services, unless caused by the willful misconduct of n2y. n2y expressly disclaims any warranty that data exchanges are or will be secure.

Data residing on the n2y server is password protected, and account access is provided only to Authorized Users. However, the safety and security of your data also depends on you. You should not upload or send to n2y sensitive information via email, as this is not secure. You are also responsible for keeping account usernames and passwords confidential. Please notify n2y if you become aware that data has been lost, stolen, or used without permission; n2y may disable access to an account in order to prevent an unauthorized third party from obtaining access to same.

THIRD PARTIES

n2y will not distribute or otherwise disclose any personally identifiable information ("PII") (as defined below) to any third party without the prior written consent of an applicable customer. n2y does not sell PII to third parties. n2y shall ensure that any third party that handles PII agrees to comply with this Agreement.

FERPA AND PII

FERPA protects the privacy interests of students in their education records. It controls the disclosure of a student's PII from education records without the consent of the parent or eligible student. Per Federal regulation, PII includes (but is not limited to) a student's name, the name of the student's parent or other family members, the address of the student or student's family, a personal identifier, such as the student's social security number, student number, or biometric record, indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name, other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty, or information requested by a person who an educational agency or institution reasonably believes knows the identity of the student to whom the education record relates. Examples of the types of PII, student data and other data that n2y may acquire include: name, student number, picture, level, gender, birthday, parent/guardian name, address, phone, , login, and more.

It is n2y's policy to limit access to this website and its materials and content through secured interfaces that require user authentication and to have in place reasonable support measures to protect PII.

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The Children's Online Privacy Protection Act of 1998 ("COPPA") regulates the online collection, use and/or disclosure of personal information from and about children under the age of 13 on the internet. This notice is meant to inform you, the parents, of n2y's practices regarding its collection, use and/or disclosure of personal information from such children.

Please note: If there is ever a material change in our collection, use and/or disclosure practices to which you have previously consented to, this notice will be updated accordingly and provided again to you.

n2y may have collected your online contact information from your child, and, if such is the case, your name and/or the name of your child, in order to obtain your consent as required under COPPA. Your consent is required for n2y's collection, use and/or disclosure of your child's personally identifiable information ("PII") and n2y will not collect, use and/or disclose any personal information from your child if you do not provide such consent.

To obtain verifiable parental consent to n2y's collection, use and/or disclosure of your child's personal information, n2y requires you use a credit card, debit card or other online payment systems that provides notification of each discrete transaction to you to purchase obtain access to this website and its accompanying materials and content. If you do not provide consent within a reasonable time from the time you are presented with this notice, n2y will delete your online contact information (if any) from its records.

In the case of a school or other organization's purchase of a subscription to access the materials and content, the law permits it to obtain parental consent to the collection of personal information on behalf of all of its students, thereby eliminating the need for individual parental consent to be given directly to the website operator.

Please note that you always have the right to consent to collection and use of your child's personal information without consent to disclosure of his or her personal information to third parties. Where applicable, n2y solutions are accessed via a separate teacher or student view. Student personal information such as name, student number, picture, level, gender, birthday, parent/guardian name, address, phone, username is entered and established via the teacher view by an adult such as a teacher, subscription administrator, parent or guardian. They are not entered by a child. Further, n2y may collect usage analytics to be presented back to you or your child or to your child's teacher (if applicable) to demonstrate progress and performance or for internal purposes to improve certain n2y products. n2y collects this information through the child's interaction with activities and assessments in the solutions. n2y will not require your child to disclose more information than is reasonably necessary to participate in an activity and will not retain personal information any longer than is necessary to fulfill the purpose for which it was collected and will deidentify or delete the information using reasonable measures to protect against its unauthorized access or use per n2y's retention policies.

You can review your child's personal information, direct us to delete said information and/or refuse to allow any further collection, use and/or disclosure of your child's information at any time. You may revoke your consent at any time by contacting n2y Customer Service at P.O. Box 550 Huron, OH 44839, or at (800) 697-6575 (tel:8006976575). n2y takes seriously its obligation to safeguard the confidentiality, security and integrity of personal information collected from children and takes steps to release children's personal information only to third parties who are capable of maintaining the confidentiality, security and integrity of such information and who provide assurances that they will maintain the information in such a manner. n2y does not sell your child's personal information to third parties or use it for marketing purposes. It is important to n2y that children and their parents understand its policy and practices concerning the collection, disclosure and use of personal information. Please carefully read our Terms of Use, and if you have any questions about n2y's practices, please contact n2y Customer Service at P.O. Box 550, Huron, OH 44839, or at (800) 697-6575 (tel:8006976575).



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CALIFORNIA CONSUMER PRIVACY ACT OF 2018 NOTICE ("CCPA")

WHAT IS THE CCPA?

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The California Consumer Privacy Act of 2018, Cal. Civ. Code §§ 1798.100 et seq. ("CCPA") is a law enacted in the State of California with an effective date of January 1, 2020. The CCPA generally expands upon the privacy rights available to California citizens and requires certain companies to comply with various data protection requirements. The detailed text of the law are available at: [TITLE 1.81.5. California Consumer Privacy Act of 2018 \[1798.100 - 1798.199\]](https://leginfo.ca.gov/faces/codes_displayText.xhtml?division=3.&part=4.&lawCode=CIV&title=1.81.5) (https://leginfo.ca.gov/faces/codes_displayText.xhtml?division=3.&part=4.&lawCode=CIV&title=1.81.5).

The CCPA grants Californian consumers new rights with respect to the collection of their Personal Information (as defined herein) and requires companies to comply with certain obligations, including:

- The consumer's right to receive a copy, in a readily usable format, of the specific Personal Information collected about them during the twelve (12) months prior to their request;
- The consumer's right to know a business's data collection practices, including the categories of personal information it has collected, the source of the information, the business's use of the information, and to whom the business disclosed the information it has collected about the consumer
- The consumer's right to have such personal information deleted (with exceptions);
- The consumer's right to know the business' data sale practices and to request that their personal information not be sold to third parties;
- A prohibition on businesses on discrimination for exercising a consumer right; and
- An obligation on businesses to notify a consumer of their rights.

WHAT IS PERSONAL INFORMATION?

The CCPA defines "Personal Information" as information that "identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular" California consumer or household. Personal information does not include publicly available information or consumer information that is de-identified or aggregate consumer information.

HOW DOES THE CCPA APPLY TO N2Y CUSTOMERS?

n2y processes data on behalf of its customers who purchase subscriptions to its products. n2y shall collect, access, maintain, use, process and transfer the Personal Information of our customers and our customers' end-users solely for the purpose of performing its obligations under existing contract(s) with our customers; and, for no commercial purpose other than the performance of such obligations and improvement of the services we provide.

n2y does not "sell" our customer's Personal Information as currently defined under the CCPA, meaning that we also do not rent, disclose, release, transfer, make available or otherwise communicate that Personal Information to a third party for monetary or other valuable consideration.

n2y may share aggregated and/or anonymized information regarding use of the service(s) with third parties to help us develop and improve the services and provide our customers with more relevant content and service offerings.

WHAT PERSONAL INFORMATION DOES N2Y COLLECT, FOR WHAT PURPOSE, FROM WHOM, AND DO WE DISCLOSE IT TO SERVICE PROVIDERS?

Personal Information is collected in n2y's system directly by its customers who use the data in the solutions. It is also collected by n2y to provide and develop our products and services. n2y works to maintain the trust and confidence consumers demonstrate when they share their personal information in the solutions. The chart below describes the categories of Personal Information as described in CPPA, the purpose of data collection in n2y's solutions, the source of the Personal Information, and whether n2y discloses the Personal Information for business purposes:

CPPA CATEGORIES	CPPA DESCRIPTIONS/EXAMPLES	RELEVANCE TO N2Y TERMS OF USE AND DATA PRIVACY
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CPPA CATEGORIES	CPPA DESCRIPTIONS/EXAMPLES	RELEVANCE TO N2Y TERMS OF USE AND DATA PRIVACY
Identifiers	name or alias, address, IP address, email, account name, and other identifiers such as social security, driver's license, or passport number, id. § 1798.140(o)(1)(A);	Some information in this category is collected (either required or optional) across n2y's public website, n2y products, the n2y store, and the solutions used to support the products and services
Personal information categories listed in the California Customer Records Statute	"any information that identifies, relates to, describes, or is capable of being associated with, a particular individual, including, but not limited to," signature, physical characteristics, education, employment or employment history, and financial, medical or health insurance information, as well as the following numbers: telephone, insurance policy, bank account, credit card, and debit card, id. §§ 1798.140(o)(1)(B); 1798.80(e);	Some information in this category is collected (either required or optional) across n2y's public website, n2y products, the n2y store, and the solutions used to support the products and services
Protected classification or characteristics under California or federal law	"[c]haracteristics of protected classifications under California or federal law," id. § 1798.140(o)(1)(C); prohibits your employer from subjecting you to discrimination based on your: Sexual orientation. Gender identity and gender expression. ... Sex (including pregnancy, childbirth, and related medical conditions) Jun 22, 2017	Some information in this category is collected (optional) across n2y's products
Commercial Information	commercial information, such as records of personal property, products or services purchased or considered, and purchasing histories or tendencies, id. § 1798.140(o)(1)(D);	Some information in this category is collected (either required or optional) across n2y's public website, n2y products, the n2y store, and the solutions used to support the products and services
Biometric Information	biometric information, meaning physiological, biological, or behavioral characteristics, including DNA, sufficient to establish identity, such as images of the iris, retina, fingerprint, face, hand, palm, vein patterns, and voice recordings capable of producing an identifier template, as well as keystroke and gait patterns or sleep, health, or exercise data that contain identifying information, id. §§ 1798.140(o)(1)(E), 1798.140(b);	This category is not relevant to the scope and functionality of n2y's customer facing solutions and support processes covered in the n2y Terms of Use.


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CCPA CATEGORIES	CCPA DESCRIPTIONS/EXAMPLES	RELEVANCE TO N2Y TERMS OF USE AND DATA PRIVACY
Internet or other similar network activity	internet or other network activity such as browsing history or interactions with websites, apps, or ads, id. § 1798.140(o)(1)(f);	Some information in this category is collected across n2y's public website, n2y products, the n2y store, and the solutions used to support the products and services
Geolocation data	geolocation data, id. § 1798.140(o)(1)(g);	Some information in this category is collected across n2y's public website, n2y products, the n2y store, and the solutions used to support the products and services
Sensory data	"[a]udio, electronic, visual, thermal, olfactory, or similar information," id. § 1798.140(o)(1)(h);	Some information in this category is collected (either required or optional) across n2y's public website, n2y products, the n2y store, and the solutions used to support the products and services
Professional or employment related information	"professional or employment-related information," id. § 1798.140(o)(1)(i);	This category is not relevant to the scope and functionality of n2y's customer facing solutions and support processes covered in the n2y Terms of Use.
Inferences drawn from other personal information	inferences drawn from any of the above information to create a consumer profile, Cal. Civ. Code § 1798.140(o)(1)(k).	Some information in this category is collected (either required or optional) across n2y's public website, n2y products, the n2y store, and the solutions used to support the products and services

CCPA PRIVACY POLICY RIGHT TO KNOW ABOUT PERSONAL INFORMATION COLLECTED AND/OR DISCLOSED

REQUEST TO KNOW:

You may request and, subject to certain exemptions, the following will be provided:

- The specific pieces of Personal Information that n2y has about you.
- The categories of Personal Information collected about you in the preceding 12 months.
- The categories of the sources from which the Personal Information is collected.
- The categories of Personal Information that n2y disclosed for a business purpose about you.
- The categories of service providers to whom the Personal Information was disclosed for a business purpose.
- The business or commercial purpose for collecting Personal Information.

REQUEST TO DELETE:

You may request deletion of Personal Information collected from you. Please note that this right does not apply in instances where n2y needs to retain the Personal Information such as (but not limited to) any of the following to:

- Provide goods or services to you;


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- Detect or resolve issues regarding security or functionality-related issues;
- Comply with the law;
- Conduct research in the public interest; and
- Safeguard the right to free speech.

REQUEST TO “DO NOT SELL”

n2y does not sell personal information of its users for monetary or other valuable consideration.

SUBMITTING REQUESTS TO KNOW AND REQUESTS TO DELETE

Beginning January 1, 2020, if you are a California resident and would like to submit a CCPA request, you may:

- Contact n2y by phone at (800) 697-6575 (te:8006976575) or
- Initiate a request by completing an online request form by visiting [n2y CCPA Request Form \(via partner OneTrust\)](https://privacyportal-cdn.onetrust.com/dsarwebform/659aff4b-b03a-40eb-8368-e5b530e40ab4/2b4e9efe-f577-4492-897c-1f465cafe6da.html) (<https://privacyportal-cdn.onetrust.com/dsarwebform/659aff4b-b03a-40eb-8368-e5b530e40ab4/2b4e9efe-f577-4492-897c-1f465cafe6da.html>).

Only you, or a person you authorize to act on your behalf may make a verifiable consumer request related to your Personal Information. You may also make a verifiable consumer request on behalf of your minor child. To authorize another person to make a verifiable request on your behalf, you must provide that person with written permission clearly describing their authority to make a request on your behalf. That individual must also be able to verify their identity and provide documentation of their authority to act on your behalf. An individual to whom you have provided a power of attorney pursuant to Sections 4000 – 4465 of the California Probate Code may also make a request on your behalf.

In order to verify your identity, at a minimum, the following information will be collected:

- Name
- Your n2y subscription IDs (if you are the owner of the subscription(s))
- Name of the n2y subscription owner (if you are not the owner of the subscription)
- Date of Birth
- Email and email validation confirmation
- Phone Number
- Home Address

The information you provide will be used to verify your identity and to respond to your CCPA request and for no other purpose. This information is used to verify your identity using reasonable methods in order to process your rights request. These methods may include matching information you provide with information already maintained by n2y or through the use of a third-party identity verification service. If you are not the subscription owner (or designated subscription administrator contact on the customer account), the subscription owner/administrator will be contacted as obligated in existing contracts to perform or authorize the release of the requested information.

We cannot respond to your request or provide you with Personal Information if we are not able to verify your identity or authority to make the request or confirm the Personal Information relates to you.

You are not required to have an account with n2y to make a verifiable request.

n2y will not discriminate against you for exercising your rights under the CCPA. In particular, n2y will not:

- Deny you goods or services;
- Charge you different prices for goods or services, whether through denying benefits or imposing penalties;
- Provide you with a different level or quality of goods or services; or
- Threaten you with any of the above.

Contact for More Information: Please contact n2y by phone at (800) 697-6575 (tel:8006976575) to:

- See how a consumer with a disability may access this Notice in an alternative format; or
- For questions or concerns about n2y’s privacy policies and practices.


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DATA ACCESSIBILITY

n2y supports student and parent access to PII for review and correction. PII is most often created by the classroom teacher or other school administration team members in accordance with the applicable school or district's policies. Typically, corrections can most easily be facilitated by parents and/or students notifying the applicable classroom teacher or school administrator. In almost all cases, schools and school districts have policies that permit these resources to make the desired corrections directly in the system. If your situation is different or you need further assistance, please contact n2y customer support at (800) 697-6575 (tel:8006976575).

CONTENT RETENTION

n2y generally purges and/or de-identifies PII and other Authorized User data ninety (90) days following termination of a subscription. n2y performs daily system backups of production data for purposes of disaster recovery. These backups are encrypted, stored offline and are not directly accessible by Authorized Users. These backups are purged on a rolling twelve (12) month schedule. Upon written request, n2y may (in its sole discretion) consider an alternate content retention policy in certain circumstances. De-identified PII may be used by n2y for educational, product improvement and other similar purposes; n2y will not use PII for marketing.

DATA BREACH OR SECURITY INCIDENT

n2y has internal protocols in place to deal with a breach of PII. n2y will notify an affected subscriber no later than seven (7) business days after n2y become aware of any breach of or security incident involving PII. n2y will take prompt corrective action to remedy any breach or security incident, mitigate, to the extent practicable, any harmful effect of such breach or security incident and the corrective action n2y has taken or will take to prevent future similar breaches or security incidents.

PRIVACY PLEDGE

As a public commitment for the responsible collection and use of student data, n2y is a signatory to the Student Privacy Pledge (the "Pledge") of the Future of Privacy Forum and the Software & Information Industry Association (SIIA). n2y believes this Agreement is consistent with the Pledge and will ensure that any current and future subcontractors and business partners operate in a consistent manner by agreeing to comply with this Agreement. The Pledge is available for review at [Student Data Privacy Pledge \(https://studentprivacypledge.org/\)](https://studentprivacypledge.org/).

CUSTOMER FEEDBACK

n2y welcomes feedback from customers regarding its products and services. Contact us at (800) 697-6575 (tel:8006976575) or follow the Submit a Request link at n2y.com. You agree that any feedback given is entirely voluntary and n2y shall have a non-exclusive, perpetual, irrevocable, worldwide, royalty-free license for its benefit to use, disclose, reproduce, license or otherwise distribute and exploit the feedback provided to it as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise.

TERMINATION

n2y reserves the right, in its sole discretion, to terminate your access to all, or any part, of this website and its accompanying materials and content at any time and without notice for any reason. n2y, in its sole discretion, may also discontinue operating this website and terminate this Agreement at any time and without notice for any reason.


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NO WAIVER

The failure of n2y to enforce any terms and conditions of this Agreement or to respond to any breach by you or other parties shall not in any way be deemed a waiver of n2y's right to enforce any terms or conditions of this Agreement.

GOVERNING LAW AND VENUE

By using this website and its accompanying materials and content, you agree that the laws of the State of Ohio without regards to principles of conflict of laws, will govern this Agreement and any dispute that may arise between you and n2y. Further, you expressly agree that exclusive jurisdiction for any dispute resides in the courts of Erie County, Ohio.

SEVERABILITY

All provisions of this Agreement are severable and neither this Agreement nor any provision hereof shall be affected by the invalidity, inapplicability or unenforceability of any other provision of this agreement.

QUESTIONS?

If you have any questions about this Agreement, you may contact us at (800) 697-6575 (tel:8006976575).

LAST UPDATED: JANUARY 1, 2020

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