

# VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

This Virginia School Data Privacy Agreement (“DPA”) is entered into by and between the Wythe County Public Schools (hereinafter referred to as “Division”) and 99Math (hereinafter referred to as “Provider”) on 03/28/23. The Parties agree to the terms as stated herein.

## RECITALS

**WHEREAS**, the Provider has agreed to provide the Division with certain digital educational services (“Services”) as described in Article I and Exhibit “A”; and

**WHEREAS**, in order to provide the Services described in Article 1 and Appendix A, the Provider may receive or create and the Division may provide documents or data that are covered by several federal statutes, among them, the Federal Educational Rights and Privacy Act (“FERPA”) at 20

U.S.C. 1232g and 34 CFR Part 99, Children’s Online Privacy Protection Act (“COPPA”), 15 U.S.C. 6501-6502; Protection of Pupil Rights Amendment (“PPRA”) 20 U.S.C. 1232h; the Individuals with Disabilities Education Act (“IDEA”), 20 U.S.C. §§ 1400 *et. seq.*; and

**WHEREAS**, the documents and data transferred from Virginia Divisions and created by the Provider’s Services are also subject to several Virginia student privacy laws, including Code of Virginia § 22.1-289.01. *School service providers; school-affiliated entities; student personal information*; and § 22.1-287.02. *Students' personally identifiable information*.

**WHEREAS**, the Parties wish to enter into this DPA to ensure that the Services provided conform to the requirements of the privacy laws referred to above and to establish implementing procedures and duties.

**WHEREAS**, the Provider may, by signing the “General Offer of Privacy Terms” (Exhibit “E”), agree to allow other Local Educational Agencies (LEAs) in Virginia the opportunity to accept and enjoy the benefits of this DPA for the Services described herein, without the need to negotiate terms in a separate DPA.

**NOW THEREFORE**, for good and valuable consideration, the parties agree as follows:

## ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA**. The purpose of this DPA is to describe the duties and responsibilities to protect Division Data (as defined in Exhibit “C”) transmitted to Provider from the Division pursuant to Exhibit “A”, including compliance with all applicable state privacy statutes, including the FERPA, PPRA, COPPA, IDEA, 603 C.M.R. 23.00, 603 CMR 28.00, and Code of Virginia § 22.1-289.01. *School service providers; school-affiliated entities; student personal information*; and § 22.1-287.02. *Students' personally identifiable information*. In performing these services, to the extent Personally Identifiable Information (as defined in Exhibit “C”) from Pupil Records (as defined in Exhibit “C”) are transmitted to Provider from Division, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the Division. Provider shall be under the direct control and supervision of the Division.

2. **Nature of Services Provided**. The Provider has agreed to provide the following digital educational services described below and as may be further outlined in Exhibit “A” hereto:

3. **Division Data to Be Provided**. In order to perform the Services described in this Article

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and Exhibit “A”, Provider shall list the categories of data collected, managed or shared as described below or as indicated in the Schedule of Data, attached hereto as Exhibit “B”:

4. **DPA Definitions**. The definition of terms used in this DPA is found in Exhibit “C”. In the event of a conflict, definitions used in this DPA shall prevail over terms used in all other writings, including, but not limited to, a service agreement, privacy policies or any terms of service.

## **ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS**

1. **Division Data Property of Division**. All Division Data, user generated content or any other Pupil Records transmitted to the Provider pursuant to this Agreement is and will continue to be the property of and under the control of the Division, or to the party who provided such data (such as the student, in the case of user generated content.). The Provider further acknowledges and agrees that all copies of such Division Data or any other Pupil Records transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are also subject to the provisions of this Agreement in the same manner as the original Division Data or Pupil Records. The Parties agree that as between them, all rights, including all intellectual property rights in and to Division Data or any other Pupil Records contemplated per this Agreement shall remain the exclusive property of the Division. For the purposes of FERPA and state law, the Provider shall be considered a School Official, under the control and direction of the Divisions as it pertains to the use of Division Data notwithstanding the above. The Provider will cooperate and provide Division Data within ten (10) days at the Division’s request. Provider may transfer pupil-generated content to a separate account, according to the procedures set forth below.
2. **Parent Access**. Provider shall cooperate and respond within ten (10) days to the Division’s request for personally identifiable information in a pupil’s records held by the Provider to view or correct as necessary. In the event that a parent of a pupil or other individual contacts the Provider to review any of the Pupil Records of Division Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the Division, who will follow the necessary and proper procedures regarding the requested information.
3. **Separate Account**. Provider shall, at the request of the Division, transfer Student Generated Content to a separate student account when required by the Code of Virginia § 22.1-289.01. School service providers; school-affiliated entities.
4. **Third Party Request**. Provider shall notify the Division in advance of a compelled disclosure to a Third Party, unless legally prohibited.
5. **Subprocessors**. Provider shall enter into written agreements with all Subprocessors performing functions pursuant to this DPA, whereby the Subprocessors agree to protect Division Data in manner consistent with the terms of this DPA.

## **ARTICLE III: DUTIES OF DIVISION**

1. **Privacy Compliance**. Division shall provide data for the purposes of the DPA and any related contract in compliance with the FERPA, PPRA, IDEA, Code of Virginia § 22.1-289.01. School service providers; school-affiliated entities; student personal information; and § 22.1-287.02. Students' personally identifiable information, and all other applicable Virginia statutes.
2. **Parent Notification of Rights** Division shall ensure that its annual notice under FERPA defines

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vendors, such as the Provider, as “School Officials and what constitutes a legitimate educational interest. The Division will provide parents with a notice of the websites and online services under this agreement for which it has consented to student data collection to on behalf of the parent, as permitted under COPPA

3. **Unauthorized Access Notification.** Division shall notify the Provider promptly of any known or suspected unauthorized access. Division will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

## **ARTICLE IV: DUTIES OF PROVIDER**

- 1) **Privacy Compliance.** The Provider shall comply with all Virginia and Federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, Code of Virginia § 22.1-289.01. and § 22.1-287.02.
- 2) **Authorized Use.** Division Data shared pursuant to this DPA, including persistent unique identifiers, shall be used for no purpose other than the Services stated in this DPA and as authorized under the statutes referred to in subsection (1), above. Provider also acknowledges and agrees that it shall not make any re-disclosure of any Division Data or any portion thereof, including without limitation, any Division Data, metadata, user content or other non-public information and/or personally identifiable information contained in the Division Data, without the express written consent of the Division, unless it fits into the de-identified information exception in Article IV, Section 4, or there is a court order or lawfully issued subpoena for the information.
- 3) **Employee Obligations.** Provider shall require all employees and agents who have access to Division data to comply with all applicable provisions of this DPA with respect to the data shared under the Service Agreement.
- 4) **Use of De-identified Information.** De-identified information, as defined in Exhibit “C”, may be used by the Provider for the purposes of development, research, and improvement of educational sites, services, or applications, as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR 99.31(b). The Provider and Division agree that the Provider cannot successfully de-identify information if there are fewer than twenty (20) students in the samples of a particular field or category of information collected, *i.e.*, twenty students in a particular grade, twenty students of a particular race, or twenty students with a particular disability. Provider agrees not to attempt to re-identify de-identified Division Data and not to transfer de-identified Division Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the Division who has provided prior written consent for such transfer.
- 5) **Disposition of Data.** Upon written request and in accordance with the applicable terms in subsections below, provider shall dispose or delete all division data obtained under this agreement when it is no longer needed for the purposes for which it was obtained. Disposition will include (1) the shredding of any hard copies of any Division data, (2) erasing, or (3) otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in the service agreement authorizes provider to maintain Division data obtained under the service agreement beyond the time reasonably needed to complete the disposition. Provider shall provide written notification when the division

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data has been disposed. The duty to dispose of Division data shall not extend to data that has been de-identified or placed in a separate student account, pursuant to the terms of the agreement. The division may employ a request for return or deletion of Division data form, a copy of which is attached hereto as exhibit D. Upon receipt of a request from the division, the provider will immediately provide the division with any specified portion of the division data within ten (10) calendar days of the receipt of said request.

- a) **Partial Disposal During the Term of Service Agreement.** Throughout the term of the service agreement, Division may request partial disposal of Division data obtained under the service agreement that is no longer needed. Partial disposal of data shall be subject to Division's request to transfer data to a separate account, pursuant to Article II Section 3, above.
  - b) **Complete Disposal upon Termination of Service Agreement.** Upon termination of the service agreement provider shall dispose or securely destroy all division data obtained under the service agreement. Prior to disposal of the data, provider shall notify Division in writing of its option to transfer data to a separate account, pursuant to Article 2, Section 3, above. In new event shelters provider dispose of data pursuant to this provision unless and until provider has received affirmative written confirmation from Division that data will not be transferred to a separate account.
- 6) **Advertising Prohibition.** Provider is prohibited from using or selling Division Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing or advertising efforts by a Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to Client; or (d) use the Division Data for the development of commercial products or services, other than as necessary to provide the Service to Client. This section does not prohibit Provider from generating legitimate personalized learning recommendations or other activities permitted under Code of Virginia § 22.1-289.01.
- 7) **Penalties.** The failure to comply with the requirements of this agreement could subject Provider and any third party to all allowable penalties assessable against Provider under state and federal law. In the event the Family Policy Compliance Office of the U.S. Department of Education determines that Provider improperly disclosed personally identifiable information obtained from the Division's education records, the Division may not allow Provider access to the Division's education records for at least five years.

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## ARTICLE V: DATA PROVISIONS

1. **Data Security.** The Provider agrees to maintain a comprehensive information security program that is reasonably designed to protect the security, privacy, confidentiality, and integrity of student personal information and makes use of appropriate administrative, technological, and physical safeguards. The general security duties of Provider are set forth below. These duties shall include, but are not limited to:
  - a. **Passwords and Employee Access.** Provider shall secure and manage usernames, passwords, and any other means of gaining access to the Services or to Division Data, at levels suggested by NIST SP800-171 (Password complexity, encryption, and re-use) , NIST SP800-53 (IA control Family) , and NIST 800-63-3 (Digital Identity), and NIST SP800-63B (Authenticator and Verifier Requirements) or equivalent industry best practices.
  - b. **Security Protocols.** Both parties agree to maintain security protocols that meet industry best practices in the collection, storage or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Provider shall maintain all data obtained or generated pursuant to the DPA in a secure computer environment.
  - c. **Provider Employee Training.** The Provider shall provide annual security training to those of its employees who operate or have access to the system.
  - d. **Security Technology.** When the service is accessed using a supported web browser, FIPS 140-2 validated transmission encryption protocols, or equivalent technology shall be employed to protect data from unauthorized access. The service security measures shall follow National Institute of Standards and Technology (NIST) 800-171, or equivalent industry best practices.
  - e. **Periodic Risk Assessment.** Provider further acknowledges and agrees to conduct periodic risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner. Upon Division's written request, Service Provider shall make the results of findings available to the Division. The Division shall treat such audit reports as Provider's Confidential Information under this Agreement.
  - f. **Backups and Audit Trails, Data Authenticity and Integrity.** Provider will take reasonable measures, including all backups and audit trails, to protect Division Data against deterioration or degradation of data quality and authenticity. Provider shall be responsible for ensuring that Division Data is retrievable in a reasonable format.
  - g. **Subprocessors Bound.** Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Division Data in a manner consistent with the terms of this Article V. Provider shall periodically conduct or review compliance monitoring and assessments of Subprocessors to determine their compliance with this Article.
2. **Unauthorized Access or Data Breach.** In the event that Division Data are reasonably believed by the Provider or school division to have been disclosed (lost, accessed or obtained) in violation of the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) or other federal or state law

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applicable to such information accessed or obtained by an unauthorized individual, Provider shall follow the following process:

- a. provide immediate notification to Division upon verification of the incident and allow the Division or its authorized representatives to fully participate in the investigation of the incident.
- b. notification will be provided to the contact(s) identified in ARTICLE VII, N: Notice, and sent via email and postal mail. Such notification shall include the
  - i. date, estimated date, or date range of the loss or disclosure;
  - i. Division Data that was or is reasonably believed to have been lost or disclosed;
  - ii. remedial measures taken or planned in response to the loss or disclosure.
- c. immediately take action to prevent further access;
- d. take all legally required, reasonable, and customary measures in working with Division to remediate the breach, which may include toll free telephone support with informed customer services staff to address questions by affected parties and/or provide monitoring services if necessary given the nature and scope of the loss or disclosure;
- e. cooperate with Division efforts to communicate to affected parties.
- f. provider is prohibited from directly contacting parent, legal guardian or eligible pupil unless expressly requested by Division. If Division requests Provider's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to Provider, Provider shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed in subsections (b) and (c), above. If requested by Division, Provider shall reimburse Division for costs incurred to notify parents/families of a breach not originating from Division's use of the Service.
- g. the Provider shall indemnify and hold harmless the Division from and against any loss, claim, cost (including attorneys' fees) or damage of any nature arising from or in connection with the breach by the Provider or any of its officers, directors, employees, agents or representatives of the obligations of the Provider's or its Authorized Representatives under this provision or under a Confidentiality Agreement, as the case may be.

### **ARTICLE VI: GENERAL OFFER OF PRIVACY TERMS**

The Provider may, by signing the attached Form of General Offer of Privacy Terms (General Offer attached hereto as Exhibit "E"), be bound by the terms of this DPA to any other Division who signs

the acceptance in said Exhibit. The Form is limited by the terms and conditions described therein.

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## ARTICLE VII: MISCELLANEOUS

- A. **Term.** The Provider shall be bound by this DPA for so long as the Provider maintains or possesses any Division Data.
- B. **Termination.** In the event that either party seeks to terminate this DPA, they may do so by mutual written consent and as long as any service agreement or terms of service, to the extent one exists, has lapsed or has been terminated. The Division may terminate this DPA and any service agreement or contract in the event of a material breach of the terms of this DPA.
- C. **Data Transfer Upon Termination or Expiration.** Provider will notify the Division of impending cessation of its business and any contingency plans. Provider shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the Division. As mutually agreed upon and as applicable, Provider will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on the Division, all such work to be coordinated and performed in advance of the formal, transition date.
- D. **Effect of Termination Survival.** If the DPA is terminated, the Provider shall destroy all of Division's data pursuant to Article V, section 5(b). The Provider's obligations under this agreement shall survive termination of this Agreement until all Division Data has been returned or Securely Destroyed.
- E. **Priority of Agreements.** This DPA supersedes all end user and "click-thru" agreements. In the event there is conflict between the terms of the DPA and any other writing, such as service agreement or with any other bid/RFP, terms of service, privacy policy, license agreement, or writing, the terms of this DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of any other agreement shall remain in effect.
- F. **Amendments:** This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both parties
- G. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
- H. **Governing Law; Venue and Jurisdiction.** This agreement will be governed by and construed in accordance with the laws of the state of Virginia, without regard to conflicts of law principles. Each party consents and submits to the sole and exclusive jurisdiction to the state and federal courts for the county of the initial subscribing division or the division specified in exhibit E as applicable, for

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any dispute arising out of or relating to this agreement or the transactions contemplated hereby.

- I. **Authority.** Provider represents that it is authorized to bind to the terms of this Agreement, including confidentiality and destruction of Division Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Division Data and/or any portion thereof, or may own, lease or control equipment or facilities of any kind where the Division Data and portion thereof stored, maintained or used in any way.
- J. **Waiver.** No delay or omission of the Division to exercise any right hereunder shall be construed as a waiver of any such right and the Division reserves the right to exercise any such right from time to time, as often as may be deemed expedient.
- K. **Successors Bound:** This DPA is and shall be binding upon the respective successors in interest to the provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business.
- L. **Electronic Signature:** The parties understand and agree that they have the right to execute this Agreement through paper or through electronic signature technology, which is in compliance with Virginia and Federal law governing electronic signatures. The parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature.
- M. **Notice.** All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, facsimile or e-mail transmission (if contact information is provided for the specific mode of delivery), or first class mail, postage prepaid, sent to the designated representatives before:

## **a. Designated Representatives**

The designated representative for the Provider for this Agreement is:

Name: Martin Kusmin  
Title: Legal Counsel  
Address: Suve street 2-51, 10149 Tallinn, Estonia  
eMail: legal@99math.com  
Phone: +1 718 618 4260

The designated representative for the Division for this Agreement is:

Name: Charles Odum  
Title: Supervisor of Technology  
Address: 1570 West Reservoir Street, Wytheville, VA 24382  
eMail: codum@wythek12.org  
Phone: 276-228-5411



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- b. **Notification of Acceptance of General Offer of Terms.** Upon execution of Exhibit E General Offer of Terms, subscribing Division shall provide notice of such acceptance in writing and given by personal delivery or email transmission (if contact information is provided for the specific mode of delivery), or first-class mail, postage prepaid, to the designated representative below the designated representative for the notice of acceptance of the general offer of privacy terms is named title contact information.

Name: Martin Kusmin  
Title: Legal Counsel  
Address: Suve street 2-51, 10149 Tallinn, Estonia  
eMail: legal@99math.com  
Phone: +1 718 618 4260

*[Signature Page Follows]*

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**IN WITNESS WHEREOF**, the parties have executed this Virginia Student Data Privacy Agreement as of the last day noted below.

Provider Signature



Date: 6/1/23

Printed Name: Martin Kusmin

Title: Legal Counsel

Division Signature:



Date: 3/28/23

Printed Name: Charles Odum

Title: Technology Supervisor

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## EXHIBIT “A”

### DESCRIPTION OF SERVICES

[INSERT DETAILED DESCRIPTION OF PRODUCTS AND SERVICES HERE. IF MORE THAN ONE PRODUCT OR SERVICE IS INCLUDED, LIST EACH PRODUCT HERE]

Last revised at: Sep. 1st, 2021

## **1. What is 99math?**

99math is a platform for learning and practicing math, motivated by fun gameplay and friendly competition.

Students can play 99math in school or at home. With their teacher, students play in synchronous or asynchronous multiplayer games with their classmates. Every student can see what went well and which tasks need improvement. At home, they create an account, pick a topic to practice, either alone or with friends, and earn performance badges that motivate them to achieve greater results. Students can create teams and go against players from all over the world. Competition with other players makes kids eager to progress in math.

Teachers can use 99math for engaging math practice in the classroom or to give assignments for homework. Our platform personalizes topics based on the class' grade for a quick setup. Teachers get a detailed report about every student so they can analyze mistakes and understand what skills need focus. In addition to that, teachers have the option to see the progress their class or individual students have made over time: their effort, mistakes, and improvements. Practical and personalized data helps educators make informed decisions faster and boost students' progress.

Parents can create accounts to play 99math with their kids and link accounts together to see their child's performance data. Similarly to teachers, parents get reports on effort, activity, and progress, also the struggles and achievements of the student.

## **2. What is the purpose of this Privacy Policy?**

This Privacy Policy is the document where we lay out for you the following:

- What kind of data we collect
- How we collect it
- Why we collect it
- How we use it
- Who has access to it
- How you are able to request access and removal of your data
- How to contact us or data protection authorities

We give this information so that you may decide whether you want to use 99math or not. We are committed to following the rules laid out in this document. We only ask you to accept these rules and principles of how we collect and process your personal data. You accept by creating an account. If you are unhappy with some of the Privacy Policy, you unfortunately cannot use 99math.

## **3. What personal data does 99math collect from me and why?**

Personal data or personal information is any information relating to you that can identify you, directly or indirectly. Our platform is accessed through accounts. Having an account helps you keep track of your progress, personalize your own experience, save settings for multiple visits and compare your progress with other players. If you are a parent or a teacher, an account is necessary to keep track of the progress your child or student has made. Collecting some personal data is therefore necessary for people to use 99math as intended.

99math's referral system also allows teachers and parents to send invites to other teachers and parents through our platform. 99math will collect the email address that you share with us and where the invite will be sent to. This email address will only be used for sending this one-time message. If the addressee wishes to accept the invite, then and only then will we use this data to track a successful referral back to your account. Despite the foregoing, you should only provide the email address of a person who has given you their consent to share their personal data and you must not share students' email addresses.

### **3.1 What are the main principles of 99math's data collection policy?**

We follow that all data collection and processing must be fair and lawful. This means that you have a right to understand how your data is collected and used and that there is a legal basis to the collection of your data. We also follow that data should only be collected if it is

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necessary for either you or our platform. Even when collecting your data is necessary for our platform, we will not collect it, if it infringes your interest in privacy.

Since we collect and process personal data, we have an obligation to keep that data private and secure. We use all necessary legal mechanisms, up-to-date technology and best practices of data protection to ensure that your data is kept safe after its collection.

Since our company is based in Estonia, a member state of the European Union, we have taken all necessary steps to be compliant with the rules of the General Data Protection Regulation (GDPR). Since our platform is also used in the USA and many of our users are children under the age of 13, we have made sure that we are COPPA-compliant.

## **3.2 What are the differences between a student, parent and teacher account?**

There are three different types of an account which you can create to use 99math: a student's account, a parent's account and a teacher's account. For more information about what each of these accounts can do, please also see our [Terms of Use](#).

We emphasize that our Privacy Policy and the rules herein apply to all these accounts in the same manner. We keep in mind that our average user is a child, whose data needs more vigorous protection, and we have created this Privacy Policy on the basis of that knowledge. Even so, we treat a parent's/teacher's data with the same care. We do however collect different data from you, depending whether you use 99math as a student, a parent or a teacher.

## **3.3 If you are registering as a student**

We only collect the minimum amount of personal data needed. To create an account, we ask you for the following information:

- Your first name and the initial of your last name
- Password
- Player name
- Grade or age

Your first name and initial of your last name are used to automatically create a unique username just for you. This username and your password are your login information, which will be hidden from other people. Your player name is a name that you create and which can be seen by other users on our public leaderboards. We ask for your grade or age so that you may see math content that is suitable for students at the same age/grade, not too hard and not too easy. Therefore, the grade we ask you about is an approximation of your skill level, not the specific grade in the school you study at. Also your grade/age enables you to see how you compete against others at your age/grade on the leaderboards.

You may also create an account by using your Google account. In that case Google sends us your email address, name and Google profile picture.

The legal basis for processing all this data is our legitimate interest to process. It is in our interest to provide people access to our platform. Login data is necessary to create a permanent and secure account. An important part of 99math, something that makes us different from other similar platforms, is that our users can see how their skills are compared to other players in their country or grade/age group. We also provide a service to teachers who can use 99math as an educational tool.

A student account can also be created through a parent's or a teacher's account. In this case we only ask for your username.

In addition to all the data mentioned above, our platform also collects some data automatically from all users (see below for automatically collected data).

We do not demand, request or prompt you to give us any other personal data during your use of 99math. Our platform does not have any features where you are able to give out additional personal data yourself.

## **3.4 If you are registering as a parent**

We ask you for the following personal data when you sign up for an account:

- Your full name
- Email address
- Password

You may also create an account by using your Google account. In that case Google sends us your email address, name and picture.

This data is needed to provide you with secure login information and for identification purposes. We may also use your email address to send you important information about our platform and service (e.g. updates to the games, Privacy Policy or Terms of Use) and your child's progress (if you choose to receive this information). Your email address can also be used as an additional login option in case you have forgotten your password. The legal basis for processing this data is your consent and our legitimate interest to provide a secure

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way to use the platform and communicate with the user if it is necessary for the user's interests.

If you sign up for a paid membership to 99math, we ask you for your credit card number, postal/zip code, card expiration date and Card Verification Code (CVC), in addition to all of the information listed above. This information is used by 99math to apply the appropriate charges to your credit card and to ensure that the membership is applied to the correct student account. 99math does not store any credit card information directly - all credit card information and transactions are stored by our payment provider, [Stripe](#). Please [click here](#) for more information about how Stripe secures customer information. The legal basis for processing this data is performance of a contract.

In addition to all the data mentioned above, our platform also collects some data automatically from all users (see below for automatically collected data).

## **3.5 If you are registering as a teacher**

We ask you for the following personal data when you sign up for an account:

- Your full name
- Email address
- Password
- School district
- School

You may also create an account by using your Google account. In that case Google sends us your email address, name and picture.

This data is needed to provide you with secure login information and for identification purposes. We may also use your email address to send you important information about our platform and service (e.g. updates to the games, Privacy Policy or Terms of Use) and your student's progress (if you choose to receive this information). Your email address can also be used as an additional login option in case you have forgotten your password. Information about your school district and school is needed to check whether we have an agreement with your school. The legal basis for processing this data is your consent and our legitimate interest to provide a secure way to use the platform and communicate with the user if it is necessary for the user's interests.

In addition to all the data mentioned above, our platform also collects data automatically from any user (see below for automatically collected data).

## **3.6 What about the information about how I play the games?**

We also collect data related to your performance in the games ('Game Data'). This Game Data includes your progress on our platform, how many games you have played, what mistakes you made when playing etc. This data is shown to you in an aggregated form as experience and as badges for reaching certain achievements.

The purpose of collecting, saving and aggregating Game Data is to provide users an optimal experience - when you know your skill level, we can recommend and you can choose games that fit your skill level, that are not too easy or too difficult. It also helps us improve our educational algorithms. Saving and showing Game Data is helpful to incentivise students to progress in the game, which in turn means that they get better at math.

Some components of Game Data will be reported to a parent or teacher account that is linked to a student account. A student account will be linked with a teacher's account when your teacher gives you a unique class code for your accounts to be linked. A student account will be linked with a parent's account, if the parent enters their child's username and password into the appropriate form on their account.

A linked parent or teacher account can see your progress in games: how many games you have played, how many correct answers you got, what mistakes you made and so on. Although 99math is not primarily intended to be a tool for assessing someone's skill, we have created these features so that a teacher can use 99math as part of a curriculum. By accessing this Game Data, a teacher or parent can see what the child/student already knows well and where individual teaching is needed for improvement.

## **4. What data does 99math collect automatically?**

99math may also collect your personal data automatically from your computer or mobile device when you use our platform. This automatically collected data includes the following:

- Your internet browser
- Your IP-address and mobile network information
- Device information such as operating system
- Geolocation data (which may identify your country and city but not your street)
- Information about sites you have visited before and after

# **VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

- Server log information, e.g login times and site navigation
- Other information collected through cookies, web beacons, and pixel tags

Cookies are small bits of information stored on your device. You may use your internet browser's (mobile app's) settings to change whether you accept cookies and if so, which cookies. If you do not accept cookies, you may not be able to use 99math or some of its features. 99math uses cookies to temporarily store data. This includes such data as your email address, username, settings and preferences.

We automatically collect your personal data for the internal operations of this website. This involves activities necessary for the maintenance and functioning of the website, saving your data, authenticating users, protecting our platform and keeping its users secure, ensuring legal compliance and other internal uses. We also use this data to analyse how users use 99math, so that we may improve the user experience, and from what websites people reach 99math, so that we may improve our marketing strategies. The legal basis for this processing is our legitimate interest in the following: providing safety for our platform and our users, improving and optimizing the user experience, maintaining and growing our userbase.

## **5. What third parties have access to my data and why?**

We may share your personal data with our service providers who we have contracted to perform certain functions or services on our behalf, such as hosting the platform, creating and managing accounts, managing databases, performing analytics and site metrics, logging errors etc. The third-party service providers may also use cookies, web beacons, pixel tags and other technologies to collect data in the form of persistent identifiers such as your device number and online activity, for example the pages you viewed, links you clicked and time you spent on our page.

99math's team will review any third party's privacy policy before contracting them to ensure that they are also compliant with the same regulations we are and that they will keep your data safe and secure. We share data with and allow it to be used by third parties only when and to the extent it is necessary for the specific task that the third party was contracted to do.

You can see a full list of all our third-party service providers [here](#). We have also added information on what each third party does for us and links to their privacy policies. As our platform grows and changes, we will likely be contracting more service providers in the future. The list is thus updated periodically.

Other than that, we will share your personal data only if there is a legal requirement or if there is a warranted exception in the applicable law.

## **5.1 Can other users or the general public access my personal data?**

It is important to specify how we do not use your personal data:

- We do not give, sell or lease a student's personal data to advertisers or for the purpose of direct advertising.
- We will not make your contact information public.
- We do not share or give access to your data to third parties except for our service providers (see below) or unless legally obligated to do so.
- Our platform does not have third-party advertisements.

We will not publish or give public access to your data like your username, login information or email address. We may share some Game Data with the general public outside of the 99math platform if the data is aggregated and non-personally identifiable, for example statistics in marketing materials about where our users are mostly located or what games are most popular. We may use your anonymous nickname, for example to show which players are at the top of our leaderboards.

Some of your Game Data can be seen on your public profile. Your profile can be accessed through our platform, where it is possible to look at individual users' profiles. Your public profile includes only the following:

- Your anonymous player nickname
- Your country
- The name of your team if you have joined one
- Your overall level of experience
- Your 'badges', which show completing certain game-related achievements.

This Game Data is made public so users can assess their skill levels compared to other players. Additional Game Data is only shown to a parent's or a teacher's account if it is linked with your account.

## **6. How does 99math keep my data secure?**

We undertake to keep your personal data safe and secure, avoid unauthorized access, disclosure, misuse or alteration of your personal

# VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

data.

We use all appropriate and reasonable security measures to do that, for example:

- We have an internal data security policy.
- We use contemporary measures for digital security and follow industry standards.
- We have relevant training for our employees.
- Our employees are contractually obligated to keep confidentiality.
- Access to personal data is only possible for appropriate employees.

We also use the following technical precautions:

**Password protection.** Creating a secure password is the key to protecting your account, because having a secure password prevents unauthorized access to your account. When storing the password, we never store the password as plain text. We always salt the password and encrypt it before storing it to the database. We recommend that you choose a password that is hard to guess and isn't too common, but is easy to remember. Additional information on password security, why having a secure password is important and how to choose a good password, can be found from [The Cybersecurity and Infrastructure Security Agency \(CISA\)](#) website.

**Database protection.** Our database servers use different servers from our application servers and are accessible only to specific IP addresses. Any IP address that is not listed in the IP address whitelist will not be able to access the database. All databases are also password protected.

**SSL encryption.** Any data that is transferred through our application is protected by encryption with the Secure Socket Layer (SSL) protocol. SSL protocol makes it difficult for unwanted parties to access your data when in transit.

We also periodically review our practices of collecting and processing data against software industry standards. We try to keep our practices up to date in the face of technological advancements that malicious people could use to access data.

Please keep in mind that transmitting and storing data digitally cannot be 100 percent secure. While we do our best, we cannot guarantee that nothing bad will ever happen. You are responsible for keeping your password safe. We do not accept liability for unintentional disclosure of personal data to the fullest extent permitted by law.

For users in the European Union / European Economic Area. 99math is based in Estonia. Your personal data is stored on our servers located in Ireland. Some of our third-party service providers are located outside the EU/EEA, for example the United States. Therefore it is possible that your data is transferred to servers outside the EU/EEA. The data protection laws of other countries may not be as comprehensive as those in the EU/EEA.

We transfer personal data to a country outside the EU/EEA only if the country is recognised by the EU as having an adequate level of data security or if the transfer is made with your consent or is made in our legitimate interest. When we transfer your personal data, we will take reasonable steps to ensure that your rights continue to be protected, for example by concluding the EU Standard Contractual Clauses with third parties.

## **7. What are my rights related to my personal data that 99math collects?**

You have the following rights in relation to your personal data:

- The right to be informed about what personal data is processed and why.
- The right to access the personal data that we hold.
- The right to have your data corrected or amended.
- The right to request 99math to delete your personal data. This applies if your personal data is no longer required for the purpose it was collected for or if you revoke your consent.
- The right to restrict us from processing your personal data for a certain period of time.
- The right to object to further processing of your personal data if it is not consistent with the primary purpose for which your data was collected (e.g if we use it for direct marketing instead).

If you are a parent of a child who uses 99math and is under the age of 13 then you may review your child's personal data or ask for it to be deleted and refuse to permit further collection or use of the child's information. You may do so by writing a request at [this link](#). However, please keep in mind that this will terminate your child's use of 99math. Since 99math may be used by your child's teacher as part of their curriculum, please contact your child's teacher to resolve that situation.

We may collect and process your data for purposes not named in this Privacy Policy or without your consent, only if there is a specific and clear exception in the applicable law (e.g COPPA or GDPR). This happens, for example, in cases where we need to comply with a legal obligation, when it is necessary to protect the safety of a child, take precautions against liability, protect the security of our platform etc.

# **VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

We will store your personal data until 99math exists, even if you stop using your account for a while. We will usually delete all stored data if your account is deleted due to your breach of contract or your request. This is however not the case if you have been a subscriber of premium content and have entered into a monetary transaction with us. In that case we will keep storing the data until we have a legal obligation to do so (for example an obligation to preserve accounting documents for seven years) or until it can be used to defend our legitimate interests (for example to use as evidence in case of a legal dispute between us).

As laws change and our platform evolves, so does the Privacy Policy need amending from time to time. Minor changes will be reflected on this page, please see above for the time of last update. We will notify users about larger material changes to the Privacy Policy directly by email or through a user's account. If you do not agree with the updates, you may terminate your account before the updates take force. Continuing to use 99math after our Privacy Policy has been changed means that you agree with those changes.

The controller and processor of your personal data is 99math OÜ (Estonian Commercial Registry code 14682374). If you want further information about how we process your personal data or wish to exercise any of your rights above you may contact the 99math at the address below.

If you wish to make a formal complaint about the way 99math has processed your personal data, you may contact the data protection authorities of the country where you are resident at. Alternatively you can contact the Estonian Data Protection Inspectorate at 39 Tatari St., 10134 Tallinn, Estonia or through email at [info@aki.ee](mailto:info@aki.ee).

## **Contact information**

For all questions, comments, and requests, please contact us at:

99math OÜ  
Suve street 2-51  
10149 Tallinn, Estonia  
Phone: +1 718 618 4260  
[hello@99math.com](mailto:hello@99math.com)



# VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

## EXHIBIT "B"

### SCHEDULE OF DATA

Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	X
	Other application technology meta data- Please specify:	X (server log info, device number)
Application Use Statistics	Meta data on user interaction with application	X
Assessment	Standardized test scores	
	Observation data	
	Other assessment data-Please specify:	
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications that are captured (emails, blog entries)	

Conduct	Conduct or behavioral data	
Demographics	Date of Birth	
	Place of Birth	
	Gender	
	Ethnicity or race	
	Language information (native, preferred or primary language spoken by student)	
	Other demographic information- Please specify:	
Enrollment	Student school enrollment	
	Student grade level	
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	
	Other enrollment information- Please specify:	
Parent/Guardian Contact Information	Address	
	Email	X
	Phone	

## VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

Parent/ Guardian ID	Parent ID number (created to link parents to students)	x
Parent/ Guardian Name	First and/or Last	
Schedule	Student scheduled courses	
	Teacher names	
Special Indicator	English language learner information	
	Low income status	
	Medical alerts /health data	
	Student disability information	
	Specialized education services (IEP or 504)	
	Living situations (homeless/ foster care)	
	Other indicator information- Please specify:	
Student Contact Information	Address	
	Email	
	Phone	
Student Identifiers	Local (School district) ID	

	number	
	State ID number	
	Provider/App assigned student ID number	x
	Student app username	x
	Student app passwords	x
Student Name	First and/or Last	x (first only)
Student In App Performance	Program/appli- cation performance (typing program-student types 60 wpm, reading program-student reads below grade level)	x
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	
Student work	Student generated content; writing, pictures etc.	
	Other student	

# VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

	work data - Please specify:	
Transcript	Student course grades	
	Student course data	
	Student course grades/performance scores	
	Other transcript data -Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	

	Other transportation data -Please specify:	
Other	Please list each additional data element used, stored or collected by your application	x (geolocation on the level of State and city)

No Student Data Collected at this time \_\_\_\_\_.  
 \*Provider shall immediately notify LEA if this designation is no longer applicable.

OTHER: Use this box, if more space needed.

# VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

## EXHIBIT “C”

### DEFINITIONS

**Data Breach** means an event in which Division Data is exposed to unauthorized disclosure, access, alteration or use.

**Division Data** includes all business, employment, operational and Personally Identifiable Information that Division provides to Provider and that is not intentionally made generally available by the Division on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and student, employees, and personnel data, user generated content and metadata but specifically excludes Provider Data (as defined in the Contract).

**De-Identifiable Information (DII):** De-Identification refers to the process by which the Provider removes or obscures any Personally Identifiable Information (“PII”) from student records in a way that removes or minimizes the risk of disclosure of the identity of the individual and information about them. Anonymization or de-identification should follow guidance equivalent to that provided by U.S Department of Education publication “Data De-identification: An Overview of Basic Terms” or NISTIR Special Publication (SP) 8053 De-Identification of Personally Identifiable Information. The Provider’s specific steps to de-identify the data will depend on the circumstances, but should be appropriate to protect students. Some potential disclosure limitation methods are blurring, masking, and perturbation. De-identification should ensure that any information when put together cannot indirectly identify the student, not only from the viewpoint of the public, but also from the vantage of those who are familiar with the individual. Information cannot be de-identified if there are fewer than twenty (20) students in the samples of a particular field or category, *i.e.*, twenty students in a particular grade or less than twenty students with a particular disability.

**Indirect Identifiers:** Any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty

**Personally Identifiable Information (PII):** The terms “Personally Identifiable Information” or “PII” shall include, but are not limited to, student data, staff data, parent data, metadata, and user or pupil-generated content obtained by reason of the use of Provider’s software, website, service, or app, including mobile apps, whether gathered by Provider or provided by Division or its users, students, or students’ parents/guardians, including “directory information” as defined by §22.1-287.1 of the Code of Virginia“.

PII includes, without limitation, at least the following:

- Staff, Student or Parent First, Middle and Last Name
- Staff, Student or Parent Telephone Number(s)
- Discipline Records
- Special Education Data
- Grades
- Criminal Records

# VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

- Health Records
- Biometric Information
- Socioeconomic Information
- Political Affiliations
- Text Messages
- Student Identifiers Photos
- Videos
- Grade
- Home Address Subject
- Email Address
- Test Results
- Juvenile Dependency Records Evaluations
- Medical Records
- Social Security Number
- Disabilities
- Food Purchases
- Religious Information Documents
- Search Activity
- Voice Recordings
- Date of Birth
- Classes
- Information in the Student's Educational Record
- Information in the Student's Email

**Provider:** For purposes of the DPA, the term “Provider” means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records.

**Pupil Generated Content:** The term “pupil-generated content” means materials or content created by a pupil during and for the purpose of education including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of pupil content.

**Pupil Records:** Means both of the following: (1) Any information that directly relates to a pupil that is maintained by Division and (2) any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other local educational Division employee.

**Securely Destroy:** Securely Destroy means taking actions that render data written on physical (e.g., hardcopy, microfiche, etc.) or electronic media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards of Technology (NIST) SP 800-88 Appendix A guidelines relevant to sanitization of data categorized as high security. All attempts to overwrite magnetic data for this purpose must utilize DOD approved methodologies.

**School Official:** For the purposes of this Agreement and pursuant to 34 CFR 99.31 (B), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of education

## **VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

records; and (3) Is subject to 34 CFR 99.33(a) governing the use and re-disclosure of personally identifiable information from student records.

**Student Data:** Student Data includes any data, whether gathered by Provider or provided by Division or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, home address, telephone number, email address, or other information allowing online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information text messages, documents, student identifies, search activity, photos, voice recordings or geolocation information.

Student Data shall constitute Pupil Records for the purposes of this Agreement, and for the purposes of Virginia and Federal laws and regulations. Student Data as specified \_\_\_\_\_ in Exhibit B is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services. Anonymization or de-identification should guidance equivalent to that provided by U.S Department of Education publication "Data De-identification: An Overview of Basic Terms" or NISTIR Special Publication (SP) 8053 De-Identification of Personally Identifiable Information.

**Student Generated Content:** Alternatively known as user-created content (UCC), is any form of content, such as images, videos, text and audio, that have been created and posted by student users on online platforms.

**Subscribing Division:** A Division that was not party to the original Services Agreement and who accepts the Provider's General Offer of Privacy Terms.

**Subprocessor:** For the purposes of this Agreement, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than Division or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its software, and who has access to PII.

**Third Party:** The term "Third Party" means an entity that is not the Provider or Division.

**VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

**EXHIBIT "D"**

**DIRECTIVE FOR DISPOSITION OF DATA**

Wythe County Public Schools directs Provider to dispose of data obtained by Provider pursuant to the terms of the DPA between Division and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

Disposition is Complete. Disposition extends to all categories of data.

Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

[Insert categories of data]

2. Nature of Disposition

Disposition shall be by destruction or secure deletion of data.

Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

[Insert or attach special instructions.]

3. Timing of Disposition

Data shall be disposed of by the following date:

As soon as commercially practicable

By (Insert Date)

4. Signature of Authorized Representative of Division

BY: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

5. Verification of Disposition of Data

BY: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

# VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

## OPTIONAL: EXHIBIT "E" GENERAL OFFER OF PRIVACY TERMS

### 1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and the Division to any other school division ("Subscribing Division") who accepts this General Offer through its signature below. The Provider agrees that the information on the next page will be replaced throughout the Agreement with the information specific to the Subscribing Division filled on the next page for the Subscribing Division. This General Offer shall extend only to privacy protections and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing Division may also agree to change the data provided by Division to the Provider to suit the unique needs of the Subscribing Division. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products subject listed in the Originating Service Agreement; or (3) after three years from the date of Provider's signature to this form. Provider shall notify the Division in the event of any withdrawal so that this information may be transmitted to the Subscribing Divisions.

BY:  \_\_\_\_\_

Date: 06/01/2023 \_\_\_\_\_

Printed Name: Martin Kusmin \_\_\_\_\_

Title/Position: Legal Counsel \_\_\_\_\_

### 2. Subscribing Division

A Subscribing Division, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing Division's individual information is contained on the next page. The Subscribing Division and the Provider shall therefore be bound by the same terms of this DPA.

BY: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

**TO ACCEPT THE GENERAL OFFER THE SUBSCRIBING DIVISION MUST DELIVER THIS SIGNED EXHIBIT TO THE PERSON AND EMAIL ADDRESS LISTED BELOW**

BY: \_\_\_\_\_

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

Printed Name: Martin Kusmin \_\_\_\_\_

Title/Position: Legal Counsel \_\_\_\_\_

Email Address legal@99math.com \_\_\_\_\_