

Wordly Wise



Educational  
Technology Service  
Genesee Valley  
Wayne-Finger Lakes

## CONTRACT ADDENDUM

### Protection of Student Personally Identifiable Information

#### 1. Applicability of This Addendum

The Wayne-Finger Lakes BOCES/EduTech) and EPS Operations LLC ("Vendor") are parties to a contract dated 05/23/2023 ("the underlying contract") governing the terms under which BOCES accesses, and Vendor provides, Wordly Wise I3000 ("Product"). Wayne-Finger Lakes BOCES/EduTech use of the Product results in Vendor receiving student personally identifiable information as defined in New York Education Law Section 2-d and this Addendum. The terms of this Addendum shall amend and modify the underlying contract and shall have precedence over terms set forth in the underlying contract and any online Terms of Use or Service published by Vendor.

#### 2. Definitions

- 2.1. "Protected Information", as applied to student data, means "personally identifiable information" as defined in 34 CFR Section 99.3 implementing the Family Educational Rights and Privacy Act (FERPA) where that information is received by Vendor from BOCES or is created by the Vendor's product or service in the course of being used by BOCES.
- 2.2. "Vendor" means EPS Operations, LLC.
- 2.3. "Educational Agency" means a school BOCES, board of cooperative educational services, school, or the New York State Education Department; and for purposes of this Contract specifically includes Wayne-Finger Lakes BOCES/EduTech.
- 2.4. "BOCES" means the Wayne-Finger Lakes BOCES/EduTech.
- 2.5. "Parent" means a parent, legal guardian, or person in parental relation to a Student.
- 2.6. "Student" means any person attending or seeking to enroll in an educational agency.
- 2.7. "Eligible Student" means a student eighteen years or older.
- 2.8. "Assignee" and "Subcontractor" shall each mean any person or entity that receives, stores, or processes Protected Information covered by this Contract from Vendor for the purpose of enabling or assisting Vendor to deliver the product or services covered by this Contract.
- 2.9. "This Contract" means the underlying contract as modified by this Addendum.

#### 3. Vendor Status

Vendor acknowledges that for purposes of New York State Education Law Section 2-d it is a third-party contractor, and that for purposes of any Protected Information that constitutes education records under the Family Educational Rights and Privacy Act (FERPA) it is a school official with a legitimate educational interest in the educational records.

#### 4. Confidentiality of Protected Information

Vendor agrees that the confidentiality of Protected Information that it receives, processes, or stores will be handled in accordance with all state and federal laws that protect the confidentiality of Protected Information, and in accordance with the BOCES Policy on Data Security and Privacy, a copy of which is Attachment B to this Addendum.





## 5. Vendor Employee Training

Vendor agrees that any of its officers or employees, and any officers or employees of any Assignee of Vendor, who have access to Protected Information will receive training on the federal and state law governing confidentiality of such information prior to receiving access to that information.

## 6. No Use of Protected Information for Commercial or Marketing Purposes

Vendor warrants that Protected Information received by Vendor from BOCES or by any Assignee of Vendor, shall not be sold or used for any commercial or marketing purposes; shall not be used by Vendor or its Assignees for purposes of receiving remuneration, directly or indirectly; shall not be used by Vendor or its Assignees for advertising purposes; shall not be used by Vendor or its Assignees to develop or improve a product or service; and shall not be used by Vendor or its Assignees to market products or services to students.

## 7. Ownership and Location of Protected Information

- 7.1. Ownership of all Protected Information that is disclosed to or held by Vendor shall remain with BOCES. Vendor shall acquire no ownership interest in education records or Protected Information.
- 7.2. BOCES shall have access to the BOCES's Protected Information at all times through the term of this Contract. BOCES shall have the right to import or export Protected Information in piecemeal or in its entirety at their discretion, without interference from Vendor.
- 7.3. Vendor is prohibited from data mining, cross tabulating, and monitoring data usage and access by BOCES or its authorized users, or performing any other data analytics other than those required to provide the Product to BOCES. Vendor is allowed to perform industry standard back-ups of Protected Information. Documentation of back-up must be provided to BOCES upon request.
- 7.4. All Protected Information shall remain in the continental United States (CONUS) or Canada. Any Protected Information stored, or acted upon, must be located solely in data centers in CONUS or Canada. Services which directly or indirectly access Protected Information may only be performed from locations within CONUS or Canada. All helpdesk, online, and support services which access any Protected Information must be performed from within CONUS or Canada.

## 8. Purpose for Sharing Protected Information

The exclusive purpose for which Vendor is being provided access to Protected Information is to provide the product or services that are the subject of this Contract to Wayne-Finger Lakes BOCES/EduTech.

## 9. Downstream Protections

Vendor agrees that, in the event that Vendor subcontracts with or otherwise engages another entity in order to fulfill its obligations under this Contract, including the purchase, lease, or sharing of server space owned by another entity, that entity shall be deemed to be an "Assignee" of Vendor for purposes of Education Law Section 2-d, and Vendor will only share Protected Information with such entities if those entities are contractually bound to observe the same obligations to maintain the privacy and security of Protected Information as are required of Vendor under this Contract and all applicable New York State and federal laws.





**10. Protected Information and Contract Termination**

- 10.1. The expiration date of this Contract is defined by the underlying contract.
- 10.2. Upon expiration of this Contract without a successor agreement in place, Vendor shall assist BOCES in exporting all Protected Information previously received from, or then owned by, BOCES.
- 10.3. Vendor shall thereafter securely delete and overwrite any and all Protected Information remaining in the possession of Vendor or its assignees or subcontractors (including all hard copies, archived copies, electronic versions or electronic imaging of hard copies of shared data) as well as any and all Protected Information maintained on behalf of Vendor in secure data center facilities.
- 10.4. Vendor shall ensure that no copy, summary or extract of the Protected Information or any related work papers are retained on any storage medium whatsoever by Vendor, its subcontractors or assignees, or the aforementioned secure data center facilities.
- 10.5. To the extent that Vendor and/or its subcontractors or assignees may continue to be in possession of any de-identified data (data that has had all direct and indirect identifiers removed) derived from Protected Information, they agree not to attempt to re-identify de-identified data and not to transfer de-identified data to any party.
- 10.6. Upon request, Vendor and/or its subcontractors or assignees will provide a certification to BOCES from an appropriate officer that the requirements of this paragraph have been satisfied in full.

**11. Data Subject Request to Amend Protected Information**

- 11.1. In the event that a parent, student, or eligible student wishes to challenge the accuracy of Protected Information that qualifies as student data for purposes of Education Law Section 2-d, that challenge shall be processed through the procedures provided by the BOCES for amendment of education records under the Family Educational Rights and Privacy Act (FERPA).
- 11.2. Vendor will cooperate with BOCES in retrieving and revising Protected Information, but shall not be responsible for responding directly to the data subject.

**12. Vendor Data Security and Privacy Plan**

- 12.1. Vendor agrees that for the life of this Contract the Vendor will maintain the administrative, technical, and physical safeguards described in the Data Security and Privacy Plan set forth in Attachment C to this Contract and made a part of this Contract.
- 12.2. Vendor warrants that the conditions, measures, and practices described in the Vendor's Data Security and Privacy Plan:
- 12.3. align with the NIST Cybersecurity Framework 1.0;
- 12.4. equal industry best practices including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection;
- 12.5. outline how the Vendor will implement all state, federal, and local data security and privacy contract requirements over the life of the contract, consistent with the BOCES data security and privacy policy (Attachment B);
- 12.6. specify the administrative, operational and technical safeguards and practices it has in place to protect Protected Information that it will receive under this Contract;
- 12.7. demonstrate that it complies with the requirements of Section 121.3(c) of this Part;
- 12.8. specify how officers or employees of the Vendor and its assignees who have access to Protected Information receive or will receive training on the federal and state laws governing confidentiality of such data prior to receiving access;





- 12.9. specify if the Vendor will utilize sub-contractors and how it will manage those relationships and contracts to ensure Protected Information is protected;
- 12.10. specify how the Vendor will manage data security and privacy incidents that implicate Protected Information including specifying any plans to identify breaches and unauthorized disclosures, and to promptly notify BOCES; and
- 12.11. describe whether, how and when data will be returned to BOCES, transitioned to a successor contractor, at BOCES's option and direction, deleted or destroyed by the Vendor when the contract is terminated or expires.

### 13. Additional Vendor Responsibilities

Vendor acknowledges that under Education Law Section 2-d and related regulations it has the following obligations with respect to any Protected Information, and any failure to fulfill one of these statutory obligations shall be a breach of this Contract:

- 13.1 Vendor shall limit internal access to Protected Information to those individuals and Assignees or subcontractors that need access to provide the contracted services;
- 13.2 Vendor will not use Protected Information for any purpose other than those explicitly authorized in this Contract;
- 13.3 Vendor will not disclose any Protected Information to any party who is not an authorized representative of the Vendor using the information to carry out Vendor's obligations under this Contract or to the BOCES unless (1) Vendor has the prior written consent of the parent or eligible student to disclose the information to that party, or (ii) the disclosure is required by statute or court order, and notice of the disclosure is provided to BOCES no later than the time of disclosure, unless such notice is expressly prohibited by the statute or court order;
- 13.4 Vendor will maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of Protected Information in its custody;
- 13.5 Vendor will use encryption technology to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the secretary of the U.S. Department of HHS in guidance issued under P.L. 111-5, Section 13402(H)(2);
- 13.6 Vendor will notify the BOCES of any breach of security resulting in an unauthorized release of student data by the Vendor or its Assignees in violation of state or federal law, or of contractual obligations relating to data privacy and security in the most expedient way possible and without unreasonable delay but no more than seven calendar days after the discovery of the breach; and

Where a breach or unauthorized disclosure of Protected Information is attributed to the Vendor, the Vendor shall pay for or promptly reimburse BOCES for the full cost incurred by BOCES to send notifications required by Education Law Section 2-d.







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**Signatures**

**For Wayne-Finger Lakes BOCES/EduTech**

**Date**

6/1/23

**For (Vendor Name)**

Brent Goodman, Bids and Contracts Manager

**Date**

05/23/2023





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Attachment A – Parent Bill of Rights for Data Security and Privacy

## Wayne-Finger Lakes BOCES (EduTech)

### Parents' Bill of Rights for Data Privacy and Security

The Wayne-Finger Lakes BOCES (EduTech) seeks to use current technology, including electronic storage, retrieval, and analysis of information about students' education experience in the BOCES, to enhance the opportunities for learning and to increase the efficiency of our BOCES and school operations.

The Wayne-Finger Lakes BOCES (EduTech) seeks to insure that parents have information about how the BOCES stores, retrieves, and uses information about students, and to meet all legal requirements for maintaining the privacy and security of protected student data and protected principal and teacher data, including Section 2-d of the New York State Education Law.

To further these goals, the Wayne-Finger Lakes BOCES (EduTech) has posted this Parents' Bill of Rights for Data Privacy and Security.

1. A student's personally identifiable information cannot be sold or released for any commercial purposes.
2. Parents have the right to inspect and review the complete contents of their child's education record. The procedures for exercising this right can be found in Board Policy 5500 entitled Family Educational Rights and Privacy Act (FERPA).
3. State and federal laws protect the confidentiality of personally identifiable information, and safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.
4. A complete list of all student data elements collected by the State is available at <http://www.nysed.gov/data-privacy-security/student-data-inventory> and a copy may be obtained by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, New York 12234.
5. Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed in writing to the Chief Privacy Officer, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, New York 12234.

Revised October 2019

Signatures

For Wayne-Finger Lakes BOCES/EduTech

For (Vendor Name)

Brent Goodman, Bids and Contracts Manager

Date

Date

6/1/23

05/23/2023





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## **Attachment B – Wayne-Finger Lakes BOCES/EduTech Data Privacy and Security Policy**

In accordance with New York State Education Law §2-d, the BOCES hereby implements the requirements of Commissioner's regulations (8 NYCRR §121) and aligns its data security and privacy protocols with the National Institute for Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity Version 1.1 (NIST Cybersecurity Framework or "NIST CSF").

In this regard, every use and disclosure of personally identifiable information (PII) by the BOCES will benefit students and the BOCES (for example, improving academic achievement, empowering parents and students with information, and/or advancing efficient and effective school operations). PII will not be included in public reports or other documents.

The BOCES also complies with the provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA). Consistent with FERPA's requirements, unless otherwise permitted by law or regulation, the BOCES will not release PII contained in student education records unless it has received a written consent (signed and dated) from a parent or eligible student. For more details, see Policy 6320 and any applicable administrative regulations.

In addition to the requirements of FERPA, the Individuals with Disabilities Education Act (IDEA) provides additional privacy protections for students who are receiving special education and related services. For example, pursuant to these rules, the BOCES will inform parents of children with disabilities when information is no longer needed and, except for certain permanent record information, that such information will be destroyed at the request of the parents. The BOCES will comply with all such privacy provisions to protect the confidentiality of PII at collection, storage, disclosure, and destruction stages as set forth in federal regulations 34 CFR 300.610 through 300.627.

The Board of Education values the protection of private information of individuals in accordance with applicable law and regulations. Further, the BOCES Director of Educational Technology is required to notify parents, eligible students, teachers and principals when there has been or is reasonably believed to have been a compromise of the individual's private information in compliance with the Information Security Breach and Notification Act and Board policy and New York State Education Law §2-d

a) "Private information" shall mean \*\*personal information in combination with any one or more of the following data elements, when either the personal information or the data element is not encrypted or encrypted with an encryption key that has also been acquired:

1. Social security number,
2. Driver's license number or non-driver identification card number; or
3. Account number, credit or debit card number, in combination with any required security code, access code, or password, which would permit access to an individual's financial account.
4. Any additional data as it relates to administrator or teacher evaluation (APPR)

"Private information" does not include publicly available information that is lawfully made available to the general public from federal, state or local government records.

\*\*\*"Personal information" shall mean any information concerning a person, which, because of name, number, symbol, mark or other identifier, can be used to identify that person.





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- b) Personally Identifiable Information, as applied to student data, means 40 personally identifiable information as defined in section 99.3 of Title 34 of the Code of 41 Federal Regulations implementing the Family Educational Rights and Privacy Act, 20 42 U.S.C 1232-g, and as applied to teacher and principal data, means personally 43 identifying information as such term is defined in Education Law §3012-c(10).
- c) Breach means the unauthorized access, use, or disclosure of student data 9 and/or teacher or principal data. Good faith acquisition of personal information by an employee or agent of the BOCES for the purposes of the BOCES is not a breach of the security of the system, provided that private information is not used or subject to unauthorized disclosure.

#### **Notification Requirements Methods of Notification**

The required notice shall be directly provided to the affected persons and/or their guardians by one of the following methods:

- a) Written notice;
- b) Secure electronic notice, provided that the person to whom notice is required has expressly consented to receiving the notice in electronic form; and a log of each such notification is kept by the BOCES when notifying affected persons in electronic form. However, in no case shall the BOCES require a person to consent to accepting such notice in electronic form as a condition of establishing any business relationship or engaging in any transaction;

Regardless of the method by which notice is provided, the notice shall include contact information for the notifying BOCES and a description of the categories of information that were, or are reasonably believed to have been, acquired by a person without valid authorization, including specification of which of the elements of personal information and private information were, or are reasonably believed to have been, so acquired. This notice shall take place 60 days of the initial discovery.

In the event that any residents are to be notified, the BOCES shall notify the New York State Chief Privacy Officer, the New York State Cyber Incident Response Team, the office of Homeland Security, and New York State Chief Security Officer as to the timing, content and distribution of the notices and approximate number of affected persons. Such notice shall be made without delaying notice to affected residents.

The Superintendent or his/her designee will establish and communicate procedures for parents, eligible students, and employees to file complaints about breaches or unauthorized releases of student, teacher or principal data (as set forth in 8 NYCRR §121.4). The Superintendent is also authorized to promulgate any and all other regulations necessary and proper to implement this policy.

#### **Data Protection Officer**

The BOCES has designated a BOCES employee to serve as the BOCES's Data Protection Officer.







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The Data Protection Officer is responsible for the implementation and oversight of this policy and any related procedures including those required by Education Law Section 2-d and its implementing regulations, as well as serving as the main point of contact for data privacy and security for the BOCES.

The BOCES will maintain a record of all complaints of breaches or unauthorized releases of student data and their disposition in accordance with applicable data retention policies, including the Records Retention and Disposition Schedule ED-1 (1988; rev. 2004).

#### **Annual Data Privacy and Security Training**

The BOCES will annually provide data privacy and security awareness training to its officers and staff with access to PII. This training will include, but not be limited to, training on the applicable laws and regulations that protect PII and how staff can comply with these laws and regulations.

#### **References:**

Education Law §2-d

8 NYCRR §121

Family Educational Rights and Privacy Act of 1974, 20 USC §1232(g), 34 CFR 99

Individuals with Disabilities Education Act (IDEA), 20 USC §1400 et seq., 34 CFR 300.610–300.627



## Addendum B

### **PARENTS' BILL OF RIGHTS – SUPPLEMENTAL INFORMATION ADDENDUM**

1. **EXCLUSIVE PURPOSES FOR DATA USE:** The exclusive purposes for which "student data" or "teacher or principal data" (as those terms are defined in Education Law Section 2-d and collectively referred to as the "Confidential Data") will be used by EPS Operations, LLC. (the "Contractor") are limited to the purposes authorized in the contract between the Contractor and the Wayne-Finger Lakes BOCES/EduTech (the "BOCES") dated May 23<sup>rd</sup>, 2023 (the "Contract").
2. **SUBCONTRACTOR OVERSIGHT DETAILS:** The Contractor will ensure that any subcontractors, or other authorized persons or entities to whom the Contractor will disclose the Confidential Data, if any, are contractually required to abide by all applicable data protection and security requirements, including but not limited to those outlined in applicable State and Federal laws and regulations (e.g., the Family Educational Rights and Privacy Act ("FERPA"); Education Law §2-d; 8 NYCRR Part 121).
3. **CONTRACT PRACTICES:** The Contract commences and expires on the dates set forth in the Contract, unless earlier terminated or renewed pursuant to the terms of the Contract. On or before the date the Contract expires, protected data will be exported to the BOCES in - format and/or destroyed by the Contractor as directed by the BOCES.
4. **DATA ACCURACY/CORRECTION PRACTICES:** A parent or eligible student can challenge the accuracy of any "education record", as that term is defined in FERPA, stored by the BOCES in a Contractor's product and/or service by following the BOCES' procedure for requesting the amendment of education records under FERPA. Teachers and principals may be able to challenge the accuracy of APPR data stored by the BOCES in Contractor's product and/or service by following the appeal procedure in the BOCES' APPR Plan. Unless otherwise required above or by other applicable law, challenges to the accuracy of the Confidential Data shall not be permitted.
5. **SECURITY PRACTICES:** Confidential Data provided to Contractor by the BOCES will be stored in the United States on servers utilizing AWS platform; the following is a few assurance programs with which AWS complies, including SOC 1/ISAE 3402, SOC 2, SOC 3, FISMA, DIACAP, FedRAMP, PCI DSS Level 1, ISO 9001, ISO 27001, ISO 27017, ISO 27018, and Security Trust Assurance and Risk (STAR) Level 2 Certification. The measures that Contractor takes to protect Confidential Data will align with the NIST Cybersecurity Framework including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection.
6. **ENCRYPTION PRACTICES:** The Contractor will apply encryption to the Confidential Data while in motion and at rest at least to the extent required by Education Law Section 2-d and other applicable law.





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**Attachment C – Vendor’s Data Security and Privacy Plan**

The Wayne-Finger Lakes BOCES Parents Bill of Rights for Data Privacy and Security, which is included as Attachment B to this Addendum, is incorporated into and make a part of this Data Security and Privacy Plan.

**Wordly Wise 13000 through Exploros Privacy Policy:** <https://www.exploros.com/privacy/>

(Vendor can attached)



# Attachment C – Vendor’s Data Security and Privacy Plan

## PRIVACY POLICY

Effective date: Apr 13, 2020

Exploros Inc.’s Services are focused on improving engagement in learning and advancing education for schools, districts, administrators, teachers, students and the like. We at Exploros, Inc. (“Exploros,” “we,” “us,” “our”) know that you care about how your personal information is used and shared, and we take your privacy seriously. By accessing or using the Services—including without limitation the Exploros.com website (the “Exploros Site”) and the Exploros application (the “Web Application”)—you acknowledge that you accept the practices and policies outlined in this Privacy Policy. Remember that your use of our Services is at all times subject to the Terms of Service, which incorporates this Privacy Policy. Any terms we use here without defining them have the definitions given to them in the Terms of Service.

Please read on to learn more about how we collect and use your information; if you have any questions or concerns regarding our privacy practices, please send a detailed message to [support@exploros.com](mailto:support@exploros.com), or write us at Exploros, PO Box 81, Wayland, MA 01778.

### What does this Privacy Policy cover?

This Privacy Policy explains how Exploros collects and uses information from users of its Services, including our treatment of personally identifiable information. Other than as expressly set forth, this Privacy Policy does not apply to websites or practices of companies that Exploros does not own or control, or to individuals that Exploros does not employ or manage.

#### *Terms*

The term “K-12 Student” applies to students of United States elementary and secondary schools, and with regard to notice and consent applies only to students of appropriate age as authorized under relevant United States federal law.

The term “K-12 Student Personal Information” applies to the personally identifiable information of any K-12 Student, including indirect identifiers of a K-12’s Student’s personally identifiable information, whether received via such K-12 Student directly or through an educational institution or agency.

The term “Non-K-12 Student Personal Information” applies to personally identifiable information for individuals who would not be considered a K-12 Student.

The term “Personal Information” shall mean all K-12 Student Personal Information and Non-K-12 Student Personal Information.





The term "Non-Personal Information" shall mean any information that is not the personally identifiable information.

The term "Third Parties" shall mean any third party not including a student's school district, school, other educational institution, any of the representatives of such, or the student's parent or guardian.

The term "Video Conference" shall mean any assigned learning experience during which the teacher chooses to use the video streaming feature.

## **How is K-12's Student Personal Information treated?**

If you are not of legal age to form a binding contract (in many jurisdictions, this age is 18), you may only use the Services and disclose information to us with your parent's or guardian's express consent. Review this Privacy Policy with your parent or guardian and make sure you understand it, and please do the same with the privacy policies of all websites you visit or web applications you use.

We only collect Personal Information through the Services from a K-12 Student under the age of 13 where that student's educational institution, agency, district, administrator and/or teacher has agreed (via the terms described in more detail in the [Terms of Service](#)) to obtain parental consent for such K-12 Student to use the Services and disclose Personal Information to us, for the use and benefit of the learning environment. If you are a K-12 Student under the age of 13, please do not send any Personal Information about yourself to us if your educational institution, agency, district, administrator and/or teacher has not obtained this prior consent from your parent or guardian, and please do not send any Personal Information other than what we request from you in connection with the Services. If we learn we have collected Personal Information from a K-12 Student under the age of 13 without parental consent being obtained by such student's educational institution, agency, district, administrator and/or teacher, or if we learn a K-12 Student under the age of 13 has provided us Personal Information beyond what we request from him or her, we will delete that information as quickly as possible. If you believe that a K-12 Student under the age of 13 may have provided us Personal Information in violation of this paragraph, please contact us immediately at [support@exploros.com](mailto:support@exploros.com).

We only collect information from a K-12 Student under the age of 13 that is reasonably necessary to use the Services and we do not share any such Personal Information with any Third Parties. Parents may review, direct us to delete, or revoke consent for collection of the Personal Information of their child by contacting us at [support@exploros.com](mailto:support@exploros.com). For information on what Personal Information we collect, how such Personal Information is collected, and how we use the Personal Information please see the below sections of this Privacy Policy.



## What information does Exploros display or collect?

### *Information You Provide to Us*

We receive and store any Non-Personal Information you enter on the Services, whether via computer, tablet, other wireless device, or that you otherwise provide to us. We collect Personal Information as follows:

- i. With respect to Non-K-12 Student Personal Information, we collect information such as your name, username, email address, profile picture, school affiliation and location and any other personal information necessary for us to administer our Services.
- ii. With respect to K-12 Student Personal Information, we only collect your name, username, and password for the functionality of the Services.

### *Required Account Information Collected for a Teacher Account or Administrator Account*

When you sign up for a Teacher or Administrator account, you must provide your first and last name, email address, and a password.

### *Required Account Information Collected for a Student Account*

In order for a K-12 Student to sign up for an account, such student must first receive a teacher's "class code" from such student's teacher or administrator, or otherwise be imported into a class by a teacher or administrator. The signup process then requires the following K-12 Student Personal Information: (i) first and last name, (ii) username, and (iii) a password. The student account will be connected to the teacher's class. A single student account may be connected to multiple teacher accounts.

### *Information Collected Automatically*

The term "Usage Information" means all Non-Personal Information, as well certain Personal Information that is collected for school and educational purposes. We receive and store certain types of Usage Information whenever you interact with the Services. For example, Exploros automatically receives and records Usage Information on our server logs from your browser including your IP address, Exploros cookie information, and the pages within the Exploros domain you have visited. We also record the details of your activity on the Services, and the number and frequency of visitors to our site and its components. When you use the Web Application, we automatically collect Usage Information on the type of device, name and version of the operating system, name and version of the application, whether the currently logged in user is an administrator, teacher, student, or other user type, as well as actions performed by the user in accessing the Web Application ("Web Usage Information," which is considered part of "Usage Information" as described above). However, we do not request, access or track, at any time, any geographic-location-based information from your device (i.e., any information regarding where your device is located on the globe at a particular time), nor do we request,



access or track, at any time, any K-12 Student Personal Information, including information that would allow us to create or add to your student profile (unless such information is specifically collected to promote educational purposes). For clarity, this does not prevent us from asking you what school you are affiliated with. Cookies are alphanumeric identifiers that we transfer to your computer or mobile device to enable our systems to recognize your computer or device, and tell us how and when pages in our site are visited and by how many people. Exploros cookies do not collect Personal Information, and we do not combine the Usage Information collected through cookies with Personal Information that could tell us who you are or what your username or email address is. Most browsers have an option for turning off the cookie feature, which will prevent your browser from accepting new cookies, as well as (depending on the sophistication of your browser software) allowing you to decide on acceptance of each new cookie in a variety of ways. However, we strongly recommend that you leave the cookies activated, because you may not be able to log in or use many of the Services' most attractive features without cookies enabled. Third Party websites visited through links also transmit cookies to your computer or device, to help provide you with an optimal online experience. The use of cookies by Third Parties is not covered by this Privacy Policy and we do not have access to or control over such cookies or any such Third Party's privacy policy.

When you use our Web Application, we store and maintain all Usage Information related to the use of our Service. We collect Usage Information you put in our system such as, answers to questions, notes, messages, certain media information posted to our Web Application, and the time you as a user spent using the Exploros Site or Web Application.

## **What information does Exploros collect and record during Video Conferences?**

We offer a variety of privacy and security control over who participates in your learning Experience and who has access to session information.

For example,

- Only teachers can invite students to use Exploros learning experiences.
- Teachers can only use the School/District email domain entity.
- Students must be part of the teacher's class/roster.

With the streaming video,

- Only the teacher's video is streamed.
- We are **not** recording any streaming video or audio information.
- Students' audio is streamed only when their teacher enables their microphone AND the student accepts the opportunity to speak.
- We are using an integrated third-party service for video and audio streaming.



# What does Exploros use my information for?

## *Generally*

When you use the Services, you may set up your personal profile, form relationships, send messages, perform searches and queries, and transmit information through various channels, depending on the category of user (e.g students, administrators, teachers) ("User Category") you are registered as, and as permitted by the functionality of the Services and this Privacy Policy. The information we gather from users enables us to personalize and improve our Services and allows users to set up a user account and profile through the Services. However, any such information that would be considered Personal Information from a K-12 Student user is strictly gathered to aid in administration and/or for the advancement of educational and school purposes.

## *Non-K-12 Student Personal Information*

The Non-K-12 Student Personal Information you provide is used for purposes such as responding to your requests for certain information and services, customizing your experience, and communicating with you about the Services.

## *K-12 Student Personal Information*

We use the K-12 Student Personal Information for creating your individual account to identify you within your classes, customizing your experience to promote each individual student's learning, and for sending you notifications via the Services from your teacher, school, district, fellow class members, and from Exploros (regarding your use of the Services) ("Notifications"). For the avoidance of doubt, Exploros' use of K-12 Student Personal Information is strictly for aiding in the administration and/or the improvement of educational and school purposes. We maintain K-12 Personal Information only to the extent it may provide value in our effort to aid and advance educational and school purposes. To the extent we become aware certain K-12 Student Personal Information no longer retains an educational or school purpose, we shall remove and delete all such information.

## *Your Email Address*

If you provide us your email address, we may send you email communications. Web beacons may also be used in some of our emails to let us know which emails (and which links within those emails) have been opened by recipients. This allows us to gauge the effectiveness of our customer communications. However, if you are a K-12 Student, we will only use your email address to send you Notifications. To opt-out of receiving emails from us, please contact us at [support@exploros.com](mailto:support@exploros.com). Please note that if you do not want to receive legal notices from us via email, such as this Privacy Policy, those legal notices will still govern your use of the Services, and you are responsible for visiting this Privacy Policy from time to time to review any changes.

## *Your Colleague's Email Address*





If you are a teacher and you provide us with another teacher's name and email address, we will automatically send that teacher an email inviting him or her to visit the Services. We store this information for the sole purpose of sending this email (and, if applicable, subsequent "reminder" emails) and tracking the success of our referral program. The referred teacher may contact us at [support@exploros.com](mailto:support@exploros.com) to request that we remove this information from our database.

#### *Usage Information*

We may use Usage Information (as previously defined) to aggregate data to enable us to figure out how often users use parts of the Services, so that we can make the Services appealing and relevant to as many users as possible, and customize and improve those Services. As part of our use of Usage Information, we may aggregate such Non-Personal Information to our partners (in a non-personally-identifiable format) about how our users use our Service. We share this type of statistical data so that our partners also understand how often people use our partners' services and the Services to help provide you with an optimal online experience. We may link such Non-Personal Information to Personal Information but such linking will only occur internally and be conducted specifically to aid the administration and/or development of educational learning.

#### *WebMobile Usage Information*

WebMobile Usage Information is Non-Personal Information, as well as certain Personal Information used for the advancement of educational purposes, that helps us determine the device capabilities and usage trends, which allows us to better understand which devices we should support and what features are most frequently used.

#### *No Targeted Advertising to K-12 Students*

We shall not, nor shall we permit any Third Party to, use any Personal Information or Non-Personal information of a K-12 Student for behavioral targeted advertising.

## **Will Exploros share any of the Personal Information it receives?**

Information about our users is an integral part of our business, however we recognize the importance of user privacy. We do not rent or sell your Personal Information.

We do not share K-12 Student Personal Information unless the receiving party of such K-12 Student Personal Information has privacy policies in place for such information that are consistent with this Privacy Policy. Non-Personal Information may be shared in the form as described below.

#### *Businesses We Do Not Control*



In certain situations, businesses or Third Party websites we're affiliated with may offer or sell items or provide services to you through the Services (either alone or jointly with us). Common forms of such affiliation is the Services' use of "Publisher Software" which is the software from textbook publishers that is implemented into the Services and "Open Educational Resources" which are published lesson plan, courses or other resources that can be used to the benefit of educators and learners everywhere.

### *Agents*

We employ other companies and people to perform tasks on our behalf and need to share your Non- Personal Information with them to provide products or services to you. Examples include analyzing data, processing payment, and providing user services.

### *User Profiles*

If you are not a K-12 Student, you may choose to populate your user profile on the Services with Personal Information, including, without limitation, your name, photograph, and school affiliation. This user profile information will be displayed to other users to facilitate user interaction within the Services or facilitate interaction with Exploros. If you are a K-12 Student, the only users who may view your profile are those teachers whose classes you belong to, or administrators within your school, district or educational institution.

### *Communication About the Services or in Response to User Requests*

As part of the Services, you may receive from Exploros (depending on your User Category) email or other types of communication relating to your use of the Services or your user profile. You acknowledge and agree that by posting information on the Services or otherwise using the Services, Exploros may send you email, contact you, or engage in other communication that they determine relate to your profile or use of the Services. If you disclose your email address to Exploros, depending on your User Category, we may use it to send updates, a newsletter or other news regarding the Services, or to simply send Notifications. However, if you are a K12 Student, Exploros shall only use your email address to send you Notifications.

### *Business Transfers*

If Exploros, or some of its assets, were acquired or otherwise transferred, or in the unlikely event that Exploros goes out of business or enters bankruptcy, Personal Information and Non-Personal Information may be transferred to or acquired by a third party. In such event, the third party will (i) have privacy policies with respect to K-12 Student Personal Information consistent with this Privacy Policy or (ii) will contact you seeking your permission to receive your transferred information, such permission to be granted in your sole discretion.

### *Protection of Exploros and Others*



We may release Personal Information when we believe in good faith that the release of such is necessary to comply with the law (such as to comply with a subpoena); enforce or apply our Terms of Service, or protect the rights, property, or safety of Exploros, our employees, our users, or others. We will endeavor to give you notice if we release such information for these reasons set forth above, but please understand that we reserve the right not to, as it may not be practical, legal, or safe to do so.

## **Is information about me secure?**

We maintain a security program that is designed to protect the security, privacy, confidentiality and integrity of Personal Information against potential risks. Your Exploros account Personal Information is protected by a password for your privacy and security. We also use coding practices that take steps to prevent attack on our Services from web browsers and malicious scripts, by processing all actions through several permission verifications checks. You may help protect against unauthorized access to your account and Personal Information by selecting and protecting your password appropriately and limiting access to your computer and browser or tablet by signing off after you have finished accessing your account.

We encrypt the transmission of information using secure socket layer technology (SSL), however, we cannot guarantee security. Unauthorized entry or use, hardware or software failure, and other factors may compromise the security of user information. In the event we become aware of unauthorized access to your Personal Information we will notify your teacher, educational institution, district or parent (as applicable) immediately. For additional information about the security measures we use in connection with the Services, please contact us at [support@exploros.com](mailto:support@exploros.com).

The Services may contain links to other websites. We do not share K-12 Student Personal Information with other websites. However, we are not responsible for the Personal Information that you provide directly to such other website. This Privacy Policy only governs information collected by Exploros on the Services.

## **What information can I access?**

We support access to, and the correction, of Personal Information by parents and students and we will assist the school, parent or student (as applicable) in such efforts. You may currently access the following information, if your User Category allows you to input any of the following:

- i. information in your user profile
- ii. user preferences
- iii. content in your account



Parents may access this information via the student, the educational institution or by contacting us at [support@exploros.com](mailto:support@exploros.com). If you would like to request that K-12 Student's Personal Information regarding your child be updated or deleted, or if you'd like to refuse further contact of your child (or, if you are a teacher, a student that is in your class) by the Services, please contact us at [support@exploros.com](mailto:support@exploros.com). A K-12 Student's participation in our Services, and the ability of a K12 Student to access the Services, will not be conditioned on that student providing more K-12 Student's Personal Information than is reasonably necessary for that participation or access. We will respond to a request made pursuant to this section within 30 days of our receipt of such request.

Under California Civil Code Sections 1798.83-1798.84, California residents are entitled to ask us for a notice identifying the categories of personal information that we share with our affiliates and/or third parties for marketing purposes, and providing contact information for such affiliates and/or third parties. If you are a California resident and would like a copy of this notice, please submit a written request to [support@exploros.com](mailto:support@exploros.com).

## **What other choices do I have?**

You can always opt not to disclose information, even though it may be needed to take advantage of certain of our features. You are able to correct or delete certain information, as described in the "What information can I access?" section above. You may request deletion of your Exploros account by following the directions as set forth in this Privacy Policy.

## **Will Exploros ever change this Privacy Policy?**

We may make changes to this Privacy Policy from time to time for any reason. Use of information we collect is subject to the Privacy Policy in effect at the time such information is collected. If we make changes in the way we use Personal Information, we will notify you via email or by posting an announcement on the Services with two (2) weeks' prior notice before the change becomes effective. During such two (2) week period, you may request the deletion of your Personal Information or revoke consent for us to continue collecting your Personal Information. However, you are bound by any changes to the Privacy Policy when using the Services upon the conclusion of such two (2) week notice period. This notice period only applies to changes to the Privacy Policy; you understand that it may not be possible in certain situations to provide advance notice of other changes to the Terms of Service (for example, where a change to the Terms is necessary to comply with legal requirements).





## What if I'm in a different country?

When you use the Services, you are consenting to have your data transferred to and processed in the United States. All Exploros servers are currently in the United States, and we aren't able to process your information within the borders of any other country. Given this limitation, if your use of the Services or disclosure of certain information to Exploros would violate any law that is applicable to you, your right to use the Services and/or disclose such information is revoked, as it is wherever use of the Services is prohibited by law (as described in the Terms of Service).

## How does Exploros respond to security breach incidents?

### *Action*

A detailed process can be found in Exploros Incident Response Policy. Process summary:

- a. Isolate the breached component
- b. Determine scope and cause
- c. Restore data and system operation
- d. Take action to block any future breach
- e. Study incident, apply any lessons learned
- f. Report during each of the above stages

### *Notification*

If an electronic or physical security incident is suspected to have resulted in the loss of third-party/customer data, notification of the public or affected entities should occur. First this must be discussed with the executive team and legal counsel to determine an appropriate course of action. If notification is deemed appropriate, it will occur in an organized and consistent manner.



# TERMS OF SERVICE

Effective date: February 28, 2020

Welcome to Exploros! Please read our Terms of Service carefully before accessing or using the Exploros website or any of the Exploros mobile applications. By accessing or registering at the Exploros website, and/or by downloading any of the Exploros mobile applications, you agree to become bound by these Terms of Service. When we use the word "Services," we mean not only the Exploros.com website, but also all the other websites, products, services, and applications made available by Exploros. If you do not agree to all the Terms of Service, then you may not access the Exploros website or use any of our products or services. If you have any questions, comments, or concerns regarding these Terms or the Services, please contact us at [support@exploros.com](mailto:support@exploros.com).

**IMPORTANT NOTE:** Exploros Services are intended for use by teachers and by educational institutions, public or private.

Exploros is available in the U.S. to individuals aged 13 years or older. If you are 12 or younger, you must review this Agreement with your parent or guardian to make sure that you and your parent or guardian understand it.

Outside the U.S.: If you are under the age of majority in your country of residence, you must review this Agreement with your parent or guardian to make sure that you and your parent or guardian understand it. We reserve the right to change this Agreement from time to time without notice. You agree that it is your responsibility to review this Agreement frequently to learn of any modifications.

## **How does Exploros protect my privacy?**

We only collect personal information through the Services from a child under 13 where that student's school, district, and/or teacher has agreed (via the terms described in the following paragraph) to obtain parental consent for that child to use the Services and disclose personal information to us, for the use and benefit of the learning environment. If you are a student under 13, please do not send any personal information about yourself to us if your school, district, and/or teacher has not obtained this prior consent from your parent or guardian, and please do not send any personal information other than what we request from you in connection with the Services. If we learn we have collected personal information from a student under 13 without parental consent being obtained by his or her school, district, and/or teacher, or if we learn a student under 13 has provided us personal information beyond what we request



from him or her, we will delete that information as quickly as possible. If you believe that a student under 13 may have provided us personal information in violation of this paragraph, please contact us at [support@exploros.com](mailto:support@exploros.com).

If you are a school, district, or teacher, you represent and warrant that you are solely responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the Services. You are responsible for understanding how any third-party products that you install on behalf of yourself or other users may collect and use information of users of Exploros's Services. When obtaining consent, you must provide parents and guardians with our [Privacy Policy](#). If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of COPPA compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.

## What are the Terms of Service?

These Terms of Service (the "Terms") are a binding contract between you and Exploros, Inc. ("Exploros," and sometimes, "we" and "us"). You must agree and accept all of the Terms, or you don't have the right to use the Services. Your using the Services in any way means that you agree to all of these Terms, and these Terms will remain in effect while you use the Services.

We reserve the right to change this Agreement from time to time without notice. You agree that it is your responsibility to review this Agreement frequently to learn of any modifications.

Wherein, you understand and acknowledge that:

1. In order to access our Product, you may be required to provide certain information (such as name, email, etc.). You agree that any information you provide will always be accurate, complete, and updated registration information about yourself. You can't select for your Exploros User ID or email a name that you don't have the rights to use or another person's name with the intent to impersonate that person.
2. Our Product may contain material that is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance, and graphics. Reproduction of such material outside our Product is prohibited.
3. Exploros owns all legal rights, title, and interest in and to its Product, including any intellectual property rights, whether those rights happen to be registered or not, and wherever in the world those rights may exist. Attempting to copy, duplicate, reproduce, sell, trade, or resell our Product is strictly prohibited without our prior written agreement. Unauthorized use of our Product may give rise to a claim for damages and/or be a criminal offense.



4. By using our Product, you may provide contents and any other materials, information, ideas, concepts, and know-how. Under no circumstances will Exploros become liable for any payment to you for any information that you provide. You, and not Exploros, are solely responsible for any Content you make available through your use of the Service. Exploros does not control the Content hosted via the service, nor does it guarantee the accuracy, integrity, or quality of such Content.

5. If you are a teacher, Exploros will generate an access code for you to use (a "Teacher ID"). You are responsible for maintaining the confidentiality of passwords and Teacher IDs associated with any account you use to access our Product and you are responsible for all activities that occur under your account(s). You are solely responsible for any consequences, losses, or damages that we may directly or indirectly incur or suffer due to any unauthorized activities conducted by you. If you become aware of any unauthorized use of your password or of your account, you agree to notify Exploros immediately at [support@exploros.com](mailto:support@exploros.com).

6. You agree to the use of any data related to our Product in accordance with Exploros's [Privacy Policy](#) included in our website. Learning Experiences downloaded and accessed through the Services are being provided by a third party and not by Exploros, so we don't have any control over or responsibility for the Learning Experiences. In addition to these Terms with respect to Publisher Software, your download or use of Learning Experiences is governed by the terms of any agreement set by the Learning Experience Publisher. Exploros prohibits Publishers from collecting or using any information beyond what Exploros itself collects and uses pursuant to its [Privacy Policy](#), but this does not mean we are responsible for reviewing or verifying the accuracy of any Publisher's data collection or use policies.

7. We may provide various open communication features on our Product, posts, brainstorming, discussions, polling, media commenting, etc. By posting information or otherwise using any open communication tools as mentioned, you agree that you will not upload, post, share, or otherwise distribute any content that: (i) is illegal, threatening, defamatory, harassing, degrading, intimidating, fraudulent, racist, and pornographic or contains any type of inappropriate or explicit language; (ii) infringes any trademark, copyright, trade secret, or other proprietary right of any party; (iii) attempts any type of unauthorized advertising.

8. We reserve the right to anonymously track and report a user's activity inside of our Product. We are not responsible or liable in any way for any Content provided by others. However, we reserve the right at all times to determine whether Content is appropriate and in compliance with this Agreement, and may prescreen and/or remove Content at any time if such Content is found to be in violation of this Agreement or is otherwise objectionable. The Digital Millennium Copyright Act ("DMCA") relates to online service providers like Exploros removing material that they believe in good faith violates someone's copyright.





9. We may, at our sole discretion, suspend or terminate your access to all or part of our Product with or without notice and for any reason, including, without limitation, breach of this Agreement.

10. Exploros may change, suspend, or discontinue any part of the Services, or we may introduce new features or impose limits on certain features or restrict access to parts or all of the Services. Similarly, we reserve the right to remove any Content from the Services at any time, for any reason (including, but not limited to, if someone alleges you contributed that Content in violation of these Terms), or without any reason, and without notice.

## **What are the terms of service regarding Exploros Content and Content Providers?**

### **For the purposes of this Agreement:**

“Exploros Content” means digitized electronic content obtained through the Exploros Website, or Exploros App such as Learning Experiences and other static and interactive electronic content.

“Content Provider” means the party or publisher offering “Exploros Content” in the Exploros Website, or Exploros App.

“Your Content” means digitized electronic content that you have authored and uploaded to the Exploros Website.

**Use of Exploros Content.** Upon your download of Exploros Content and/or payment of any applicable fees (including applicable taxes), the Content Provider grants you under your license term a nonexclusive right to view, use, and display such Exploros Content an unlimited number of times, solely on the Exploros Platform as otherwise permitted as part of the Service, and solely for your own, noncommercial use, as a teacher you may publish Exploros Content to your students. Exploros Content is licensed, not sold, to you by the Content Provider. The Content Provider may include additional terms for use within its Exploros Content. Those terms will also apply, but this Agreement will govern in the event of a conflict.

Exploros is not responsible for and does not control the Exploros Content provided by the Content Provider. Exploros has no obligation to review or monitor, and does not approve, endorse, or make any representations or warranties with respect to Exploros Content. You use all Exploros Content and interact with other Users at your own risk.

**Limitations on Content Usage.** Unless specifically indicated otherwise, you may not sell, rent, lease, distribute, broadcast, sublicense, or otherwise assign any rights to the Exploros Content or any portion of it to any third party, and you may not remove or modify any proprietary notices or labels on the Exploros Content. In addition, you may not bypass, modify, defeat, or circumvent security features that protect the Exploros Content.



In certain cases, the Learning Experience Content owner may have granted an Exploros Website license providing terms that enable you to remix, tweak, and build upon his or her work noncommercially; in such cases you may clone the Learning Experience and produce a derivative for your classroom use only.

**Your Content.** Except with respect to Your Content, you agree that you have no right or title in or to any Content that appears on or in the Exploros Website. Exploros does not claim ownership of Your Content. However, you grant Exploros a fully paid, royalty-free, perpetual, irrevocable, worldwide, royalty-free, nonexclusive and fully sublicensable right (including any moral rights) and license to use, license, distribute, reproduce, modify, adapt, publicly perform, and publicly display Your Content (in whole or in part) for the purposes of operating and providing the Exploros Products and Services to you. When you as a User post or publish Your Content on or in the Exploros Website, you represent that you have the authority to grant the aforementioned license to Exploros. Please remember that other Users may search for, see, use, modify, and reproduce any of Your Content that you submit to the Exploros Website. You warrant that the holder of any worldwide intellectual property right, including moral rights, in Your Content, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated above.

## **Does Exploros cost anything?**

The basic Exploros Services are free for teachers; we don't charge for signing up for a basic, individual Exploros account. However, we may offer certain premium products and services for a fee, including Learning Experiences available through the Exploros Website or the Exploros App. Student accounts are not permitted or enabled to download Learning Experiences from the Website.

## **What if I want to stop using Exploros?**

You're free to stop using Exploros at any time. You can request that we delete your account by contacting us at [support@exploros.com](mailto:support@exploros.com); please refer to our [Privacy Policy](#), as well as the licenses above, to understand how we treat information you provide to us after you have stopped using our Services.

## **Disclaimer of Warranties**

Our Product is provided "as is." Exploros hereby disclaims all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose, and non-infringement. Exploros does not make any warranty that the Product will be error-free or that access thereto will be continuous or uninterrupted.



You understand that you use our Product at your own discretion and risk. You are solely responsible for any damage to your computer or other devices and for any loss of data that may result from the download of such content. We do not provide any warranty or guarantee as to the accuracy, performance, completeness, or suitability of the information and materials found or offered on our Products. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law. Exploros does not guarantee or warrant that any content you may store or access through the Exploros service will not be subject to inadvertent damage, loss, or removal.

It is your responsibility to maintain appropriate alternate backup of your information and data.

## **Limitation of Liability**

In no event will Exploros be liable with respect to any subject matter of this agreement under any contract, negligence, strict liability, or other legal or equitable theory for: (i) any special, incidental, or consequential damages; (ii) the cost of procurement for substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed the fees paid by you to Exploros.

## **General Representation and Warranty**

You represent and warrant that (i) your use of our Product will be in strict accordance with the Privacy Policy as stated below, with this Agreement and with all applicable laws and regulations (including, without limitation, any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content) and (ii) your use of the Product will not infringe or misappropriate the intellectual property rights of any third party.

## **Indemnification**

You agree to indemnify and hold harmless Exploros, its contractors, and its licensors, and their respective directors, officers, employees, and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the Product, including but not limited to your violation of this Agreement.

## **Miscellaneous**

This Agreement constitutes the entire agreement between Exploros and you concerning the subject matter hereof, and it may only be modified by a written amendment signed by an authorized executive of Exploros, or by the posting by Exploros of a revised version. Except to



the extent that applicable law, if any, provides otherwise, this Agreement and any access to or use of our Product will be governed by the laws of the state of Massachusetts, USA.  
Contact [support@exploros.com](mailto:support@exploros.com).

