


EXHIBIT "E"

GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and West Contra Costa Unified and which is dated 09/11/20 to any other LEA ("Subscribing LEA") who accepts this General Offer through its signature below. 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 other LEA may also agree to change the data provided by LEA to the Provider in Exhibit "B" to suit the unique needs of the LEA. 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 three (3) years after the date of Provider's signature to this Form. Provider shall notify CETPA in the event of any withdrawal so that this information may be transmitted to the Alliance's users.

Provider: Kahoot

BY: 
Printed Name: Espen Thoresen

Date: 22 October 2020
Title/Position: Director of Customer Care

2. Subscribing LEA Atascadero Unified School District

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA.

Subscribing LEA:

BY: 
Printed Name: EJ. Rossi

Date: 6-8-21
Title/Position: Asst Superintendent Educational Services

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

Name: _____

Title: _____

Email Address: _____

CALIFORNIA STUDENT DATA PRIVACY
AGREEMENT Version 2.0 (September 26, 2018)

School District/Local Education Agency:
West Contra Costa Unified School District

AND

Provider:

Kahoot

Date:

11/20

Kahoot

* not on our Tech spreadsheet

learning platform

Espen Thoresen

Director of Customer Care

espen@kahoot.com

Fridtjof Nansens plass 7

OSLO, Norway NO-0160

2. **Nature of Services Provided.** The Provider has agreed to provide the following digital educational products and services described below and as may be further outlined in Exhibit "A" hereto:
3. **Student Data to Be Provided.** The Parties shall indicate the categories of student data to be provided 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 term used in the Service Agreement.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA.** All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this Agreement in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEAs as it pertains to the use of Student Data notwithstanding the above. Provider may transfer pupil-generated content to a separate account, according to the procedures set forth below.
2. **Parent Access.** LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Student Data in the pupil's records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a timely manner (and no later than 45 days from the date of the request) to the LEA's request for Student Data 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 Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.
3. **Separate Account.** If pupil generated content is stored or maintained by the Provider as part of the Services described in Exhibit "A", Provider shall, at the request of the LEA, transfer said pupil generated content to a separate student account upon termination of the Service Agreement; provided, however, such transfer shall only apply to pupil generated content that is severable from the Service.
4. **Third Party Request.** Should a Third Party, including law enforcement and government entities, contact Provider with a request for data held by the Provider pursuant to the Services, the Provider shall redirect the Third Party to request the data directly from the LEA. Provider shall notify the LEA in advance of a compelled disclosure to a Third Party.

attempt re-identification, and (b) prior written notice has been given to LEA who has provided prior written consent for such transfer. Provider shall not copy, reproduce or transmit any data obtained under the Service Agreement and/or any portion thereof, except as necessary to fulfill the Service Agreement.

5. **Disposition of Data.** Upon written request and in accordance with the applicable terms in subsection a or b, below, Provider shall dispose or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained. Disposition shall include (1) the shredding of any hard copies of any Student 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 Student Data obtained under the Service Agreement beyond the time period reasonably needed to complete the disposition. Provider shall provide written notification to LEA when the Student Data has been disposed. The duty to dispose of Student Data shall not extend to data that has been de-identified or placed in a separate Student account, pursuant to the other terms of the DPA. The LEA may employ a "Request for Return or Deletion of Student Data" form, a copy of which is attached hereto as Exhibit "D". Upon receipt of a request from the LEA, the Provider will immediately provide the LEA with any specified portion of the Student Data within ten (10) calendar days of receipt of said request.

- a. **Partial Disposal During Term of Service Agreement.** Throughout the Term of the Service Agreement, LEA may request partial disposal of Student Data obtained under the Service Agreement that is no longer needed. Partial disposal of data shall be subject to LEA'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 delete all Student Data obtained under the Service Agreement. Prior to disposition of the data, Provider shall notify LEA in writing of its option to transfer data to a separate account, pursuant to Article II, section 3, above. In no event shall Provider dispose of data pursuant to this provision unless and until Provider has received affirmative written confirmation from LEA that data will not be transferred to a separate account.

6. **Advertising Prohibition.** Provider is prohibited from using or selling Student Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial 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 LEA; or (d) use the Student Data for the development of commercial products or services, other than as necessary to provide the Service to LEA. This section does not prohibit Provider from using Student Data for adaptive learning or customized student learning purposes.

ARTICLE V: DATA PROVISIONS

1. **Data Security.** The Provider agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect Student Data from unauthorized disclosure or acquisition by an unauthorized person. The general security duties of

monitoring and assessments of Subprocessors to determine their compliance with this Article.

- h. Periodic Risk Assessment.** Provider further acknowledges and agrees to conduct digital and physical periodic (no less than semi-annual) risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner.

2. Data Breach. In the event that Student Data is accessed or obtained by an unauthorized individual, Provider shall provide notification to LEA within a reasonable amount of time of the incident, and not exceeding forty-eight (48) hours. Provider shall follow the following process:

- a.** The security breach notification shall be written in plain language, shall be titled "Notice of Data Breach," and shall present the information described herein under the following headings: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information." Additional information may be provided as a supplement to the notice.
- b.** The security breach notification described above in section 2(a) shall include, at a minimum, the following information:
 - i.** The name and contact information of the reporting LEA subject to this section.
 - ii.** A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - iii.** If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
 - iv.** Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
 - v.** A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
- c.** At LEA's discretion, the security breach notification may also include any of the following:
 - i.** Information about what the agency has done to protect individuals whose information has been breached.
 - ii.** Advice on steps that the person whose information has been breached may take to protect himself or herself.
- d.** Provider agrees to adhere to all requirements in applicable State and in federal law with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.

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 LEA for this Agreement is:

Name: Tracey Logan
Title: Chief Technology Officer

Contact Information:
tracey.logan@wccusd.net
510-231-1100

The designated representative for the Provider for this Agreement is:

Name: _____
Title: _____

Contact Information:

b. Notification of Acceptance of General Offer of Terms. Upon execution of Exhibit E, General Offer of Terms, Subscribing LEA shall provide notice of such acceptance in writing and given by personal delivery, or e-mail 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:

Name: _____
Title: _____

Contact Information:

6. **Entire Agreement**. This DPA constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the parties relating thereto. 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

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

Provider: Kahoot

22 October 2020

BY: _____ Date: _____

Printed Name: Espen Thoresen Title/Position: Director of Customer



Local Education Agency: West Contra Costa Unified School District

BY: Tracey Logan Date: 10/22/2020

Printed Name: Tracey Logan Title/Position: CTO

Note: Electronic signature not permitted.

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:	
Application Use Statistics	Meta data on user interaction with application	
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	X
	Place of Birth	
	Gender	
	Ethnicity or race	
	Language information (native, preferred or primary language spoken by student)	
Enrollment	Other demographic information-Please specify:	
	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	
	Phone	

	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	

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.

Pupil Records: Means both of the following: (1) Any information that directly relates to a pupil that is maintained by LEA 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 LEA employee. For the purposes of this Agreement, Pupil Records shall be the same as Educational Records, Student Personal Information and Covered Information, all of which are deemed Student Data for the purposes of this Agreement.

Service Agreement: Refers to the Contract or Purchase Order to which this DPA supplements and modifies.

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

SOPIPA: Once passed, the requirements of SOPIPA were added to Chapter 22.2 (commencing with Section 22584) to Division 8 of the Business and Professions Code relating to privacy.

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA 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 California 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.

SDPC (The Student Data Privacy Consortium): Refers to the national collaborative of schools, districts, regional, territories and state agencies, policy makers, trade organizations and marketplace providers addressing real-world, adaptable, and implementable solutions to growing data privacy concerns.


EXHIBIT "D"

DIRECTIVE FOR DISPOSITION OF DATA

West Contra Costa Unified School District directs Kahoot to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

<u>Extent of Disposition</u> Disposition shall be:	<input type="checkbox"/> Partial. The categories of data to be disposed of are as follows: <input checked="" type="checkbox"/> Complete. Disposition extends to all categories of data.
<u>Nature of Disposition</u> Disposition shall be by:	<input checked="" type="checkbox"/> Destruction or deletion of data. <input type="checkbox"/> Transfer of data. The data shall be transferred as set forth in an attachment to this Directive. Following confirmation from LEA that data was successfully transferred, Provider shall destroy or delete all applicable data.
<u>Timing of Disposition</u> Data shall be disposed of by the following date:	<input checked="" type="checkbox"/> As soon as commercially practicable <input type="checkbox"/> By (Insert Date) _____

Authorized Representative of LEA


Verification of Disposition of Data
by Authorized Representative of Provider

Date

22 October 2020

22-Oct-2020
Date

Certificate Of Completion

Envelope Id: 304C78E8DB3D418EB558AA216BE59E92

Status: Completed

Subject: CSDPA Kahoot.pdf

Source Envelope:

Document Pages: 42

Signatures: 1

Envelope Originator:

Certificate Pages: 1

Initials: 0

Tracey Logan

AutoNav: Enabled

tracey.logan@wccusd.net

Envelope Stamping: Disabled

IP Address: 10.103.40.218

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

Holder: Tracey Logan

Location: DocuSign

10/22/2020 8:51:22 AM

tracey.logan@wccusd.net

Signer Events

Signature

Timestamp

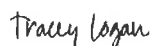
Tracey Logan

tracey.logan@wccusd.net

Chief Technology Officer

WCCUSD

Security Level: Email, Account Authentication
(None)



Signature Adoption: Pre-selected Style
Using IP Address: 73.71.226.3

Sent: 10/22/2020 8:51:25 AM

Viewed: 10/22/2020 8:51:29 AM

Signed: 10/22/2020 8:52:45 AM

Freeform Signing

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Motor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

10/22/2020 8:51:25 AM

Certified Delivered

Security Checked

10/22/2020 8:51:30 AM

Signing Complete

Security Checked

10/22/2020 8:52:45 AM

Completed

Security Checked

10/22/2020 8:52:45 AM

Payment Events

Status

Timestamps

Modified: 30th Apr 2021

Privacy Policy

The Basics

About this Privacy Policy

Kahoot! is committed to protecting the privacy and security of our users and be transparent about how we process information about you. This Privacy Policy describes how we process your Personal Information and how you can exercise your privacy rights.

Kahoot! 's services allow our users to create and upload content, play and host games and invite others to join a game. Kahoot! act as a data processor for Personal Information in user content, and for Personal Data that we may otherwise collect and process on behalf of our Users on the platform. Such processing is not covered by this Privacy Policy.

Please note that, to the extent we provide you with notice of different or additional privacy policies, those policies will govern such interactions. For details about Kahoot! 's processing of information about students when they engage with Kahoot! in the classroom through the School Services, please read our Student Privacy Policy.

About Us

Kahoot! is a global educational technology and software-as-a-service group providing a learning platform for the global educational technology market. We focus on developing a comprehensive offering of engaging learning tools for enterprises, the educational sector as well as for personal users. The Kahoot! platform enables everyone who uses it to unlock their full potential through learning. More information about our services and how you can use them can be found in our T&Cs and on our webpage.

2. Personal Information we process

The Personal Information we process depends on the context of your interactions with Kahoot!, your Kahoot! account settings, the products and features you use, your location, and applicable law. However, the Personal Information we collect broadly falls into the following categories:

Information you provide to us: You may provide certain Personal Information to us when you sign up for a Kahoot! account and use the Services, consult with our customer service team, send us an email, integrate the Services with another website or service (for example, when you choose to connect your Google account with Kahoot!), or communicate with us in any other way. This information may include:

- **Contact details** such as your name, e-mail address, mailing address, telephone number and job title of the contact person of Users (for example businesses or educational institutions);

viewed, searches and other actions you take (for example, which features you used)). We may also access metadata and other information associated with files that you upload into our Service.

- **Cookies** which allow us to collect information such as browser type and other anonymous traffic data. Please see our cookie policy for more information on our use of cookies.
- **Pixel tags** (also known as web beacons and clear GIFs) may be used in connection with some Services to, among other things, track the actions of our Users, measure the success of marketing campaigns and compile statistics about usage of the Services and response rates.
- **Analytics**, meaning the use of third-party analytic services, such as Google Analytics, which use cookies and similar technologies to collect and analyze information about use of the Services and report on activities and trends. You can learn about Google's practices by going to www.google.com/policies/privacy/partners/, and opt out of them by downloading the Google Analytics opt-out browser add-on, available at <https://tools.google.com/dlpage/gaoptout>.

Information we collect from other sources: From time to time, we may collect Personal Information about you from other sources, such as our Partners, integrations or other third parties, for example where you have given permission to the third party to share your information with us.

3. Use of Personal Information

We may use your Personal Information which we collect for the purposes and on the legal bases identified below:

- **Provide the Services.** This means using your Personal Information in order to provide the Services' functionality to you, such as arranging access to an account, responding to your inquiries, and to allow you to utilize our various Service features, such as notifying you when a Kahoot! game is shared with you or when you have been invited to join a challenge. We engage in these activities to manage our contractual relationship with you and/or to comply with a legal obligation.
- **Enable you to use certain features.** We may automatically process your Personal Information, in reliance of our legitimate interest, in order to enable you to use certain features of our Services, for example to publish a Kahoot, make a comment, join a group or "follow" a specific Kahoot user. Note that some of these features are only available as part of a subscription plan. If you want to remove your Personal Information in these cases, you can normally do this yourself through your account.
- **Communicate with you.** We may need to communicate with you about your account and provide you with customer support to perform our contract with you for the use of the Service or where we have not entered into a contract with you, in reliance on our legitimate interests in administering and supporting our Services. For example, if you use our App, we may ask you if you want to receive push notifications about activity in your account. If you have opted in on these push notifications and no longer want to receive them, you may turn them off through your operating system.

your Personal Information is in reliance on our legitimate interests in administering the Service and providing certain features.

- **Data analytics.** Your Personal Information may be used to perform data analytics in reliance on our legitimate business interests in improving and enhancing our products and services for our Users. For example, we use analytics data to enable product recommendation, audience segmentation, and predicted demographics features for our Users.
- **Personalization of the Service.** Personal Information may be processed in order to personalize the Service, content and advertisements we serve to you in reliance on our legitimate interests in supporting our marketing activities and providing certain features within the Service.
- **Marketing.** We may use your Personal Information to serve you marketing information, product recommendations and non-transactional communications (such as email, telemarketing calls, SMS, or push notifications) about us, in accordance with your marketing preferences and this Privacy Policy. We will not send you unsolicited written marketing.
- **Allowing you to participate in sweepstakes, contests and similar promotions.** We may offer you the opportunity to participate in sweepstakes, contests and similar promotions. Some of these activities have additional rules, which could contain additional information about how we use and disclose your Personal Information. Participation in these activities is fully optional, and subject to separate `just in-time` notice as required. We engage in these activities to manage our contractual relationship with you.
- **Aggregated and anonymized data.** User's Personal Information may be used to combine and anonymize data about our Users and our User's use of the Service in order to create aggregate, anonymized statistics which we may use to provide certain features within the Service and for promoting and improving the Service in reliance on our legitimate interests.

We do not sell Personal Information, and we do not send third party marketing to our users. For purposes of CCPA, and for the purposes of section 12 below, `sale` means the disclosure of Personal Information for monetary or other valuable consideration but does not include, for example, the transfer of Personal Information as an asset that is part of a merger, bankruptcy, or other disposition of all or any portion of our business.

4. Third-Party Integrations

We may use the Personal Information we collect or receive through the Service, as a processor and as otherwise stated in this Privacy Policy, to enable your use of the integrations and plugins you choose to connect to your Kahoot! account. For instance, if you choose to connect a Google integration to your Kahoot! account, we'll ask you to grant us permission to view and/or download, as applicable, your Google Sheets, Google Contacts, Google Analytics and Google Drive. This allows us to configure your Google integration(s) in accordance with your preferences.

Information. Contact details for data protection authorities within the EU and EEA are available here.

- **Right to withdraw your consent.** If Personal Information is collected or processed on the basis of consent, or if you have, for example, consented to receiving marketing emails from Kahoot!, you can withdraw your consent at any time. Withdrawing your consent will not affect the lawfulness of any processing we conducted prior to your withdrawal, nor will it affect the processing of your Personal Information conducted in reliance on lawful processing grounds other than consent.

Please note that the above rights may be subject to exceptions and limitations. We cannot, for example, provide personal data if it would violate our duty of confidentiality or if we have a legal obligation to retain such data.

Exercise your rights.

You may correct and/or delete Personal Data linked to your account yourself, in the user settings on your account page. If you wish to exercise any of the other privacy rights that applies to you, you can do this by reaching out to us on privacy@kahoot.com.

If we receive an email from you, we may ask you to verify your identity to comply with applicable law, and in order to help us respond efficiently to your request.

7. Personal Information Disclosure

We do not share your Personal Information with third parties outside of Kahoot! except in the following limited circumstances:

1. **Affiliates.** We may share and disclose your Personal Information with the companies in the Kahoot Group, for our legitimate business purposes or to provide services that may include one or more of our Group Companies.
2. **Service providers.** Sometimes, we share your information with our third-party service providers working on our behalf for the purposes described in this Privacy Policy. For example, companies we've hired to help us provide and support our Service or assist in protecting and securing our systems and services and other business-related functions. Other examples include analyzing data, hosting data, engaging technical support for our Service, processing payments, and delivering content.
3. **Advertising partners.** Kahoot! may cooperate with third party advertising platforms and social media channels to promote our Services, both on our Websites and third-party websites. To this effect, we may share limited Personal Information of our Users to achieve this purpose. For example, we and our third-party advertising partners may use cookies, pixels and web beacons and similar technologies to gather information about your activities on the Website and other websites to provide you with advertising based on your browser activities and interests. For further information, please see our Cookie Policy.
4. **Public institution(s).** Any competent law enforcement body, regulatory body, government agency, court or other third party where we believe disclosure is

international transfers are made on the basis of the EU Commission approved standard contractual clauses ("SCCs").

Kahoot! maintains strict organizational and technical measures to protect Personal Information stored on our, and our trusted third parties', servers. Access to any Personal Information we process in order to provision the Services is limited through login credentials, multi-factor authentication, access on a need-to-know basis and restricted access to administrative accounts for the employees who require access in order to perform their duties towards you, such as providing support services.

If you want to know more about Kahoot!'s international transfers and the measures we take to keep your Personal Information safe, please reach out to us on privacy@kahoot.com.

11. Retention of Data

We never retain Personal Information longer than necessary for the purposes for which Personal Information was collected. We retain Personal Information where we have an ongoing legitimate business or legal obligation to do so. Our retention periods will vary depending on the type of data involved, but, generally, we'll refer to these criteria in order to determine retention period:

- Whether we have a legal or contractual need to retain the data;
- Whether the data is necessary to provide our Service;
- Whether our Users have the ability to access and delete the data within their Kahoot! accounts; and
- Whether our Users would reasonably expect that we would retain the data until they remove it or until their Kahoot! accounts are closed or terminated.

When we have no ongoing legitimate business need to process your Personal Information, we will either delete or anonymize it or, if this is not possible (for example, because your Personal Information has been stored in backup archives), then we will securely store your Personal Information and isolate it from any further processing until deletion is possible.

12. California Consumers

We do not sell Personal Information.

The CCPA provides consumers with specific rights regarding their Personal Information. You have the right to request that businesses subject to the CCPA (which may include our Users with whom you have a relationship) disclose certain information to you about their collection and use of your Personal Information over the past 12 months. In addition, you have the right to ask such businesses to delete Personal Information collected from you, subject to certain exceptions. If the business sells Personal Information, you have a right to opt-out of that sale. Finally, a business cannot discriminate against you for exercising a CCPA right.

"App" means Kahoot! 's software/mobile applications.

"CCPA" means the California Consumer Privacy Act of 2018.

"Control" means an ownership, voting or similar interest representing fifty percent (50%) or more of the total interests then outstanding of the entity in question. The term "Controlled" shall be construed accordingly.

"EEA" means the European Economic Area.

"EU" means the European Union.

"Kahoot!" means Kahoot ASA, organization number 997 770 234, located at Fridtjof Nansens plass 7, 0160 Oslo, Norway.

"Personal Information" means any information that identifies or can be used to identify an individual directly or indirectly. Examples of Personal Information include, but are not limited to, first and last name, date of birth, email address, gender, occupation, or other demographic information.

"Privacy Policy" means this Kahoot! privacy policy.

"School Services" means the products that are offered to schools and teachers in Kahoot EDU and Kahoot! for Teachers.

"Services" means the Kahoot services, including any software, that are available on our platform.

"Service Usage Data" means information we gather automatically through your use of the Services and as further detailed in the "Personal Information we process" section below.

"T&C" means the Kahoot! terms and conditions available here.

"Third Country" means any non-EU/EEA country

"User", "you" and "your" means any person or entity that uses our Service(s).

"Visitor" means, depending on the context, any person who visits any of our Kahoot! Websites, offices, or otherwise engage with us at our events or in connection with our marketing or recruitment activities.

CALIFORNIA STUDENT DATA PRIVACY AGREEMENT

Version 1.0

Atascadero Unified School District

and

Kahoot

12/13/2017

Double check

No Contract
needed
No account needed