

Tinkercad Student Data Privacy Agreement (Illinois Educational Institutions)

This Tinkercad Student Data Privacy Agreement (“DPA”) is entered into on this day of February 3, 2022 between Autodesk, Inc. (“Autodesk”) and the educational institution that has signed this DPA (the “Educational Institution”).

1. **DEFINITIONS.** For purposes of this DPA, the following terms have the meanings set forth below:

“**AB 1584**” means the California Contracts with Third Parties for Digital Storage and Management of Pupil Records, California Education Code section 49073.1.

“**Account Holder**” means an individual that is affiliated with an active Tinkercad account. This includes Student Accounts, as well as accounts created by the Educational Institution or the Moderator.

“**Administrative Contact**” means the administrative contact for the Educational Institution identified below, or as updated by Educational Institution by written notice to Autodesk.

“**Classroom**” means a classroom created by a Moderator consisting of a group of class seats through which Students use the Service under moderation by a Moderator.

“**COPPA**” means the Children’s Online Privacy Protection Act, 15 U.S.C. § 6501- 6505.

“**Covered Information**” has the same meaning as defined under SOPPA at 105 ILCS 85/5.

“**FERPA**” means the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and its implementing regulations enacted at 34 C.F.R. Part 99.

“**Moderator**” means, in connection with this DPA, a verified adult affiliated with and authorized by the Educational Institution to moderate a Student Account or a Classroom, as permitted by the Service.

“**Personally Identifiable Information**” (“**PII**”) has the same meaning as defined under FERPA at 34 C.F.R. § 99.3. PII shall also include the “Covered Information” of Educational Institution’s students, as that term is defined under SOPPA at 105 ILCS 85/5, including personally identifiable information or material or information that is linked to personally identifiable information or material in any media or format of the Educational Institution’s students that is not publicly available.

“**PPRA**” means the Protection of Pupil Rights Amendment, 20 U.S.C. § 1232h

“**Service**” means Autodesk Tinkercad, an application for 3D design, electronics, and coding.

“**School Official**” has the same meaning as under FERPA at 34 C.F.R. § 99.31(a)(1), and includes contractors, consultants, volunteers, or other parties to which an educational institution has outsourced institutional services or functions.

“**SOPPA**” means the Student Online Personal Protection Act, 105 ILCS 85/1, et seq.

“**Safe Mode**” means a state of the Service in which any Student using the Service is not allowed to share PII in the Service gallery or any other public part of the Service without Moderator approval.

“**Student**” means a student enrolled at the Educational Institution using a Student Account or a Classroom.

“**Student Account**” means a Service account of a student enrolled at the Educational Institution under moderation by a Moderator.

“**Subprocessor[s]**” means a service provider of Autodesk, Inc. or its affiliates.

2. RESPONSIBILITIES OF AUTODESK

- 2.1. Autodesk and Educational Institution acknowledge that Educational Institution must comply with FERPA, COPPA, SOPPA, and PPRA, among other applicable federal and state laws, and Autodesk agrees to conduct the Service consistent with the requirements of FERPA, COPPA, SOPPA, and PPRA, among other applicable federal and state laws.
- 2.2. Autodesk agrees that to the extent that Educational Institution is subject to FERPA and provides Autodesk with Student PII in connection with the Service, Autodesk is acting as a School Official with a legitimate educational interest, is performing an institutional service or function for which the Educational Institution would otherwise use employees, under the direct control of the Educational Institution, with respect to the use and maintenance of Student PII, and is using the Student PII only for an authorized purpose and may not re-disclose the Student PII to third-parties or affiliates unless otherwise permitted under FERPA or SOPPA, without written permission from the School District or pursuant to court order.
- 2.3. Autodesk agrees that to the extent that Educational Institution provides Autodesk with PII of Illinois students in connection with the Service, Autodesk will

handle all Student Personal Information Covered Information as a “operator,” as defined by SOPPA, to Educational Institution with respect to such Student PII.

- 2.4. As between the parties, Autodesk acknowledges that the Educational Institution is the owner of Student PII provided by the Educational Institution through the Service.
- 2.5. Autodesk will collect, use, and otherwise process Student PII provided through the Service only as described in this DPA and the Autodesk Privacy Statement, attached hereto as Addendum A. Autodesk will not (i) use Student PII for any purposes not specified in this DPA, or not authorized by the parent/guardian or the Educational Institution, (ii) use Student PII for advertising or marketing purposes; (iii) use Student PII to amass a profile about a student except in furtherance of the Service; (iv) sell, rent, lease, or trade Student PII, or (v) disclose Student PII, unless permitted by law or upon approval of the Educational Institution.
- 2.6. Autodesk will collect, use, and otherwise process the following PII data elements in connection with the Service: Student and Moderator’s member or account username, name, password, date of birth, machine IP address or mobile device identifier; Moderator’s email address, and phone number. Autodesk will not collect more information than is reasonably necessary in order to provide the Service.
- 2.7. To the extent that Autodesk transfers Student PII collected through the Service to Subprocessors, Autodesk agrees to have written agreements with said Subprocessors, so that Student PII is processed in accordance with this DPA. A list of Subprocessors is available to Educational Institution at https://prismicio.s3.amazonaws.com/tkv3/4a90bd9c-fad9-4bc2-9ab3-2b65601bcafa_2021-07-20+Tinkercad+vendor+list_DPA.pdf. Autodesk shall update this list by February and July each year.
- 2.8. Autodesk agrees that it will destroy Student PII provided through the Service within its possession, custody, or control (i) within ninety (90) days following the time that the Student Account or Classroom is deleted, or (ii) if the Moderator is unable to delete the Student PII directly through the Service, within 90 days of the receipt of a written request for deletion from Moderator. Notwithstanding the foregoing, Autodesk shall be permitted to retain an archival copy of the Student PII as may be required by law or permitted by law.

3. RESPONSIBILITIES OF EDUCATIONAL INSTITUTION

- 3.1. Educational Institution shall gather and/or provide consent in accordance with applicable law prior to Students' use of the Service if such consent is required.
- 3.2. Educational Institution acknowledges that it is Educational Institution's sole responsibility to ensure that any Student PII it discloses to Autodesk or authorizes Autodesk to collect under this DPA is in compliance with all applicable laws and regulations, including but not limited to FERPA and the Protection of Pupil Rights Amendment, set forth in 20 U.S.C. § 1232h.
- 3.3. Educational Institution shall ensure that all Students use the Service only in Safe Mode or a Classroom. Educational Institution will ensure that Moderator does not share, or permit Students to share, Student PII in any Service gallery or other public part of the Service.
- 3.4. Educational Institution will not, and will ensure that Moderators will not, post any Student PII to any gallery or any public location on the Service.

4. DATA SECURITY

- 4.1. Autodesk agrees to protect and maintain Student PII with commercially reasonable security measures that include appropriate administrative, physical, and technical safeguards to secure Student PII from unauthorized access, disclosure, and use.
- 4.2. Autodesk agrees to use best practices to secure usernames, passwords, and any other means of gaining access to the Service or Student PII.
- 4.3. When the Service is accessed using a supported web browser, Autodesk agrees to use Hyper Text Transfer Secure (HTTPS) technology, which uses both server authentication and data encryption to help keep Student PII secure.
- 4.4. Autodesk agrees to maintain security protocols that meet industry best practices in the transfer or transmission of data related to the Service, including that data may only be viewed or accessed by parties authorized to do so.
- 4.5. Autodesk agrees to provide periodic security training to employees who process Student PII and require such employees to comply with applicable student privacy laws.

- 4.6. Autodesk agrees to conduct periodic risk assessments of the Service.
- 4.7. When hosting Student PII, Autodesk agrees to host data in an environment using a firewall that is periodically updated according to industry standards.
- 4.8. Access, edit, and deletion of Student PII subject to this DPA, is available as a self- service feature through the Service's online moderation tool. All access, edit, and deletions must be completed by the Moderator. If a legal guardian or Student would like to access, edit, delete, or exercise any other right under applicable law with respect to any Student PII subject to this DPA, they must route such requests to Moderator. If so, Educational Institution is affiliated is responsible for verifying identities of legal guardian and Student to the extent required by law.
- 4.9. If a legal guardian would like to become the sole Moderator of an account, they must route this request to the Moderator of that account at the Educational Institution. Legal guardians may not become the sole moderator of an account in a Classroom.
- 4.10. Autodesk agrees to comply with applicable laws that require the notification of individuals or government authorities in the event of unauthorized access to or disclosure of Student PII or other event requiring notification by law ("Notification Event"). In the event of a Notification Event, Autodesk agrees to notify Moderator and provide reasonable assistance to Educational Institution to inform individuals or regulators if required by applicable law. If a Notification Event is attributed to Autodesk, Educational Institution and Autodesk shall each pay their own costs and expenses incurred in investigating and remediating the Notification Event, unless otherwise agreed in writing or required by law.
- 4.11. If Autodesk becomes compelled by law or regulation (including securities laws), subpoena, court order, or other administrative directive to disclose any Student PII, Autodesk will provide Moderator with prompt written notice, to the extent permitted by law, so that Educational Institution may seek an appropriate protective order or other remedy. If a remedy acceptable to Educational Institution is not obtained by the date that Autodesk must comply with the request, Autodesk will furnish only that portion of the Student PII that it is legally required to furnish, and Autodesk shall take reasonable steps to require the recipient of the Student PII to exercise commercially reasonable efforts to keep the Student PII confidential, to the extent permitted by law.
- 4.12. In the event of an unauthorized release of PII, including an external breach of Autodesk's systems that compromises the security, confidentiality or integrity of the PII, Autodesk shall provide prompt notification to the Educational Institution, unless directed by law enforcement that such disclosure would disrupt a criminal investigation by law enforcement, in which case such notification shall be made as promptly as possible. Such notification shall include, at a minimum the following information to the extent available at the time of the notification:

- a. A list of the types of PII that were or are reasonably believed to have been the subject of the breach or disclosure and a list of the students whose PII was involved.
- b. The date(s) or date range of the breach and the date of the notice.
- c. Whether notification was delayed due to law enforcement intervention.
- d. A description of the breach/disclosure incident.
- e. The name and contact information of an employee of Autodesk who parent may contact to inquire about the breach.

5. MISCELLANEOUS

- 5.1. **Term.** The term of this DPA shall commence on the date specified below and terminate in accordance with the terms of this DPA.
- 5.2. **Termination.** Either party may terminate this DPA upon 90 days prior written notice to the other party. Prior to the expiration of such 90-day period, Educational Institution or Moderator shall delete any Student PII provided by Educational Institution pursuant to this DPA that is required to be deleted under applicable law or the Educational Institution's policies. If Moderator is unable to delete any Student PII directly through the Service, Moderator should reach out to Autodesk for assistance.
- 5.3. **Changes to Terms.** To the maximum extent permitted by applicable law, Autodesk reserves the right from time to time to (and Educational Institution acknowledges that Autodesk may) modify this DPA as set forth in this Section. Autodesk will notify (the "Modification Notice") Educational Institution of the modification to this DPA (the "Modified Agreement"). If Educational Institution does not agree to the terms of the Modified Agreement, it may reject the modification by notifying Autodesk in writing of the rejection within 30 days of the Modification Notice. If Educational Institution rejects a modification under these circumstances, its access to and use of the Service will continue to be governed by this DPA in effect immediately before the modification until 90 days after the Modification Notice. Within such 90-day period, Educational Institution shall delete all Student PII. Use of the Service after such 90-day period shall be under the terms of the Modified Agreement. Notwithstanding the forgoing, modifications to the Privacy Statement will be handled as described therein.
- 5.4. **Priority of Agreements.** In the event there is conflict between the terms of this DPA and the Terms of Service for the Service, the terms of this DPA shall apply and take precedence.
- 5.5. **Notice.** All notices or other communication required or permitted to be given hereunder will be in writing and given by e-mail transmission sent to/from student.dpa@autodesk.com. Notifications to Educational Institution shall be provided via email to the Administrative Contact.
- 5.6. **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. Neither failure nor delay on the part of any party in

exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege. Neither party shall assign this DPA or any right, interest, or benefit under this DPA, without the prior written consent of the other party, provided that Autodesk may assign or transfer this DPA to an affiliate or in connection with a merger, change of control, reorganization or sale or other disposition of the Service or assets related to the Service.

- 5.7. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.

- 5.8. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. FOR ANY ACTION TO ENFORCE THIS AGREEMENT OR ANY DISPUTE BETWEEN THE PARTIES, THE PARTIES CONSENT TO THE EXCLUSIVE JURISDICTION OF, AND SUCH DISPUTE SHALL BE BROUGHT IN, THE 19TH JUDICIAL CIRCUIT COURT (LAKE COUNTY, IL) OR IN THE U.S. DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION, AS APPLICABLE.
- 5.9 **Public Posting.** Pursuant to SOPPA, the Educational Institution shall publish on its website a copy of this DPA.

This DPA must be signed by an authorized representative of Educational Institution and delivered to Autodesk at student.dpa@autodesk.com.

Name of Educational Institution: Fremont School District 79

Authorized Signature: *Brian B. Bullis*

Name and Title of Signatory: Brian Bullis, Assistant Superintendent of Learning

Administrative Contact Name: Brian Bullis

Administrative Contact Phone: 847-566-0169

Administrative Contact Email Address: bbullis@fsd79.org

Educational Institution Address: 28855 North Fremont Center Road, Mundelein, IL 60060

Autodesk, Inc.

By: *Cloude Porteus*

Name: Cloude Porteus

Title: Director, K-12 Product Strategy

[Back to top](#)

Privacy Statement

Children's Privacy Statement

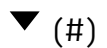
Updated Feb 28, 2021

This Children's Privacy Statement supplements the [Autodesk Privacy Statement \(https://www.autodesk.com/company/legal-notices-trademarks/privacy-statement\)](https://www.autodesk.com/company/legal-notices-trademarks/privacy-statement) by providing additional information about how we process children's personal data, both in relation to Children's applications and our general interest applications when we have actual knowledge that a user is a child. We also apply the protections for children described in this Children's Privacy Statement to (1) users of Children's applications regardless of age and (2) student users of our products offered in a K-12 educational setting pursuant to a signed Autodesk student data privacy agreement, as described in the "[Education and FERPA](#)" section below. We consider an individual to be a child for the purposes of this Children's Privacy Statement if applicable law limits the processing of the individual's personal data because the individual is under a certain age (for example, under age 13 pursuant to the U.S. Children's Online Privacy Protection Act).

Most Autodesk websites, products and services ("applications") are primarily designed for adults. We refer to applications designed for adults as "general interest applications." We do not knowingly collect personal data from children in connection with general interest applications. Certain Autodesk applications are appropriate for and are intended for use by children. We refer to these applications as "Children's applications." At this time, Tinkercad is Autodesk's only Children's application.

Teachers and school officials, please see the section titled "[Education and FERPA](#)" for information about our processing of student data.

PRIVACY STATEMENT ()



If we discover that we have processed a child's personal data in a manner inconsistent with applicable law, we will promptly delete the data or bring that processing into compliance with applicable law, such as by obtaining appropriate permission for that processing.

U.S. visitors: For more information about the Children's Online Privacy Protection Act and general tips about protecting children's online privacy, please visit [OnGuard Online](https://www.consumer.ftc.gov/articles/0031-protecting-your-childs-privacy-online) (<https://www.consumer.ftc.gov/articles/0031-protecting-your-childs-privacy-online>).

This Children's Privacy Statement contains the following information:

1. Data We Collect From Children, How We Use It, and How and When We Communicate With Parents and Guardians
2. Specific Activities
3. When Data Collected From Children Is Available To Third Parties
4. Moderator Choices and Controls
5. Education and FERPA
6. Will This Privacy Statement Change?
7. kidSAFE Seal COPPA Certification
8. How to Contact Us?

Data We Collect From Children, How We Use It, And How And When We Communicate With Parents And Guardians

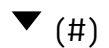
- ask for a parent or guardian email address before we collect personal data from the child;
- offer an age-appropriate experience for the child as described below, which in particular does not require registration, consistent with applicable law; or
- not allow access to those sections or features of the application directed to a general interest audience.

Registration

Children can register on Children's applications to (among other things):

- view, interact with and download content
- take tutorials, create, edit, and import content
- like or follow other creators and their content

PRIVACY STATEMENT ()



During the registration process, we will ask the child to provide certain personal data, including:

- a parent or guardian's email address
- the child's name (only in the case of parent moderation)
- the child's member or account username, and password
- the child's birthdate to validate age.

We will not require a child to provide more data than is reasonably necessary to use Children's applications. If a child chooses not to share certain personal data (such as a parent or guardian's email for purposes of gathering consent if needed) with us, we may limit their access to the Children's application or disable certain features, such as the ability to publish content publicly.

We use the information provided during registration for security purposes and to send notices to or gather consent from parents or guardians. We also use this personal data to provide the Children's application, as described in the [Autodesk Privacy Statement \(https://www.autodesk.com/company/legal-notice-trademarks/privacy-statement\)](https://www.autodesk.com/company/legal-notice-trademarks/privacy-statement). We retain data consistent with our retention practices. If we do not receive parental consent within reasonable time, we will delete the parental contact information provided by the child.

Some activities, such as completing tutorials, do not need personal data from children. We may not notify parents or guardians or seek their consent if we are not collecting or otherwise processing personal data from their child.

Parental or guardian consent

Our Children's applications sometimes collect personal data from children or allow children to create, share and publicly post content. Before allowing children to use certain features and functionality that collect personal data from them, we seek parental or guardian consent, if required by applicable law:

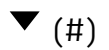
- by asking for a credit card or other payment method for verification (with a nominal charge involved), or
- by requiring a signed consent form to be submitted by mail or email attachment.

We may also require parents or guardians to open their own account so that they can view and moderate their child's account. For further details, please see "[Moderator Choices and Controls \(https://www.autodesk.com/company/legal-notice-trademarks/privacy-statement/childrens-privacy-statement#controls\)](https://www.autodesk.com/company/legal-notice-trademarks/privacy-statement/childrens-privacy-statement#controls)" below.

After obtaining consent, we may offer parents or guardians the opportunity to use a password in future communications as a way to confirm the parent or guardian's identity.

For more information on parental rights in the United States with respect to a child's educational

PRIVACY STATEMENT ()



Specific Activities

Content Generated by a Child

Our Children's applications might include activities that allow users to create or manipulate content and save it. Such content may be accessible by the public depending on the child's settings when they posted the content.

We honor requests to delete any content that they post on our Children's applications, unless we are required by law to retain it.

Forums and comments

Certain Children's applications allow users to communicate directly with other users by means of user forums or comments sections. Depending on the child's settings, which that child's moderator can control, a child may be able to post messages and other communications accessible by the public.

We strongly encourage children who use these interactive features on our websites and in our applications never to provide personal data about themselves or any third party, and not to attempt to circumvent any moderation features.

Contests

In all of our contests for children, we will require only the data necessary to enter the contest, such as user name and parent email address (to notify the parent where required by law). We only contact the parent or guardian for more personalized data for prize-fulfillment purposes if the child wins the contest.

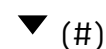
Augmented Reality

Our Children's applications may access device cameras to offer augmented reality functions, such as overlaying 3D models developed in the Children's application over the image available through the camera. Autodesk does not collect or receive any information captured from the device's camera. Users can remove an application's access to a device's camera by changing the device's settings.

Email Contact with a Child

Some of our applications may collect online contact information, such as an email address, in order to communicate with a child who makes a specific request through customer service. For example, a child may email us to ask for help in understanding how to use a design tool that the child is having trouble with. Or the child may want to sign up for a monthly newsletter.

PRIVACY STATEMENT ()



- One-time communication

After we respond to the child's question or request, we or our service provider will delete this data immediately after responding to the question or request.

If a child initiates additional communication, submits additional tickets, or signs up for newsletters, we will delete the child's personal data in each instance, and will not retain a record. The parent may need to opt-out of each communication separately.

- Communicating more than once

Where there is an activity or service where we need to communicate with a child more than once and we have not already obtained parent or guardian consent where such consent is required by applicable law:

If we collect the child's contact data for ongoing communications, we will also require a parent or guardian email address (if we have not already obtained verifiable parent or guardian consent) so we can notify the parent about the collection and use, and to provide the parent or guardian with an opportunity to prevent further contact with the child.

Persistent Identifiers

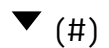
When children interact with us, certain personal data and non-personally identifiable data may be collected automatically, both to make our applications more interesting and useful to children and for various purposes related to our business.

Examples include:

- the type of computer operating system
- the child's IP address or mobile device identifier
- the web browser used
- the frequency with which the child visits various parts of our applications
- data regarding the online or mobile service provider

This data is collected using technologies such as cookies, pixel tags, web beacons, and similar technologies ("Cookies"). This data may be collected by Autodesk or by a third party. For a list of third parties that use Cookies on our Children's applications and links to their privacy policies, please visit the [Children's Privacy Statement - Analytics List \(https://damassets.autodesk.net/content/dam/autodesk/www/pdfs/2019-10-30-children's-analytics-list.pdf\)](https://damassets.autodesk.net/content/dam/autodesk/www/pdfs/2019-10-30-children's-analytics-list.pdf). Please visit our [Cookie Statement \(https://www.autodesk.com/company/legal-notice-trademarks/privacy-statement/cookie-statement\)](https://www.autodesk.com/company/legal-notice-trademarks/privacy-statement/cookie-statement) for more information about our Cookie practices and a list of third parties that use Cookies on our general interest applications.

PRIVACY STATEMENT ()



personal data? (<https://www.autodesk.com/company/legal-notices-trademarks/privacy-statement#privacy-stat>)” section of the [Autodesk Privacy Statement \(https://www.autodesk.com/company/legal-notices-trademarks/privacy-statement\)](https://www.autodesk.com/company/legal-notices-trademarks/privacy-statement) for the ways in which Autodesk generally discloses personal data. However, Autodesk and its third party providers will not use children’s personal data for advertising purposes, to create a profile about a child and tie it to an application, to sell the personal data, or for any other purpose prohibited by law or outside the authorization provided by parental, guardian, or school, as may be applicable.

Moderator Choices And Controls

Children’s applications may enable parents and guardians to “moderate” a child’s account, giving the moderator the ability to review how the child is using the Children’s application and allowing them to make certain choices about how the child’s personal data is processed. Moderators can, at any time:

- refuse to permit us to collect further personal data from the child in association with a particular account
- request that we delete from our records the personal data we have collected in connection with that account

Please keep in mind that a request to delete records may lead to a termination of an account, membership, or other service and that any content saved in that account may no longer be accessible. Please note that Autodesk does not have control over third parties (e.g. other users) who may have copied or reposted publicly posted information.

Moderators can access, change, or delete the personal data that we have collected from a child in one of the following ways:

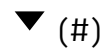
- request access to or delete personal data by logging into their account (where available)
- contact us to request access, a change, or delete personal data by sending an email to [parents@autodesk.com \(mailto:parents@autodesk.com\)](mailto:parents@autodesk.com).

In any correspondence such as email or mail, please include:

- the name of the application
- the child’s username
- the moderator’s email address and telephone number

To protect children’s privacy and security, we will take reasonable steps verify a moderator’s

PRIVACY STATEMENT ()



Applications that we provide directly to educational institutions for use in educational settings may allow teachers or school administrators to act as “moderators” with respect to student accounts. See the “[Education and FERPA](#)” section for more information.

You have the rights to access, correct, delete, object, restrict, or obtain a copy of your personal data as described in the [Autodesk Privacy Statement \(https://www.autodesk.com/company/legal-notices-trademarks/privacy-statement\)](https://www.autodesk.com/company/legal-notices-trademarks/privacy-statement).

Education And FERPA

This section describes Autodesk’s practices when our applications are provided directly to educational institutions for use in educational settings pursuant to a signed Autodesk student data privacy agreement. This section does not apply when students access Autodesk applications outside of an educational setting. Schools or school districts that would like to inquire about Autodesk’s student data privacy agreement may contact Autodesk at privacy.questions@autodesk.com.

Educational institution consent in lieu of a parent

Autodesk may provide Children’s applications directly to educational institutions for use in educational settings, in which case teachers or school administrators may provide consent for the collection of personal data from students, where allowed by applicable law. Autodesk expects educational institutions to notify parents or guardians before providing consent to such collection.

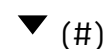
We may also ask educational institutions to obtain consent directly from a parent or guardian instead of, or in addition to, the school providing consent. In these cases, the Children’s application may allow for the parent or guardian to be added as a moderator of the student’s account. Parental or guardian consent would also allow a child to continue using a Children’s application outside of school.

Tinkercad Classrooms

A teacher may become a moderator for students using Tinkercad by creating a Classroom under their teacher account and having students join the Classroom using a Class code provided by the teacher. A student may join the Classroom using their preexisting account or without registering for a Tinkercad account and instead using a nickname provided by the teacher. Autodesk will not collect personal data from the student as a result of joining a Classroom, and the student will not be able to communicate or share personal data with Tinkercad members other than the teacher of the Classroom. All other data collection practices are consistent with those described in the Children’s Privacy Statement.

Prior to allowing a student with a pre-existing account to join a Classroom, a teacher is responsible

PRIVACY STATEMENT ()



This section applies to Education Providers subject to the U.S. Family Educational Rights and Privacy Act (“FERPA”) and to which Autodesk directly provides applications for use in educational settings.

This subsection uses the following definitions:

- “Education Providers” means educational institutions and teachers, administrators, school district representatives and other individuals acting on behalf of the educational institution or a school district that provide Students with access to Products and/or work with Students in connection with Products.
- “Products” means Autodesk software or Autodesk web or cloud based services made available by Autodesk pursuant to the terms of the applicable software license agreement, terms of use or terms of service.
- “Student” means an individual person enrolled as a student at an Education Provider.
- “Student Data” means information maintained by Autodesk or any third party on Autodesk’s behalf relating to a Student, including any education records (as defined under FERPA) that are disclosed by Education Providers to Autodesk, except that Student Data does not include a record that has had personal data removed such that the Student’s identity is not uniquely identifiable from the record and there is no reasonable basis to believe that the remaining information can be used to identify an individual.

Per the terms located at [Education Providers And The Family Educational Rights And Privacy Act \(FERPA\) \(https://www.autodesk.com/company/legal-notices-trademarks/access-use/website-terms-of-use/ferpa-terms\)](https://www.autodesk.com/company/legal-notices-trademarks/access-use/website-terms-of-use/ferpa-terms):

- to the extent that Education Providers subject to FERPA provide Autodesk with Student Data, Autodesk will be considered a “school official” (as that term is used in FERPA and its implementing regulations);
- Autodesk will comply, within a reasonable time frame, with your requests to review, modify, de-identify or delete any Student Data that Autodesk maintains about your Student; and
- Autodesk will not maintain, use, or disclose Student Data except as set forth herein and in the Autodesk Privacy Statement, as authorized by you or permitted or required by applicable law or a judicial order.

For more information about FERPA, please visit the [FERPA site \(https://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html\)](https://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html) and the [U.S. Department of Education website \(http://www.ed.gov/\)](http://www.ed.gov/).

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Statement, we will endeavor to provide you or the moderator with notice before such changes take effect, such as through prominent notice on our website or services or by email, and if applicable, we will seek consent from the parent, guardian, or teacher moderator relevant to the changes.

KidSAFE Seal COPPA Certification

Tinkercad is certified as COPPA compliant by the kidSAFE Seal Program. kidSAFE is a popular safety certification service and seal-of-approval program designed exclusively for children-friendly websites, mobile apps, and connected technologies. kidSAFE is also a Federal Trade Commission-approved COPPA Safe Harbor provider. To learn more or verify Tinkercad's certification by kidSAFE, click on the kidSAFE seal on Tinkercad webpages or visit <https://www.kidsafeseal.com/certifiedproducts/tinkercad.html> (<https://nam11.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.kidsafeseal.com%2Fcertifiedproducts%2Ftinkercad.html&data=04%7C01%7Cdaniel.levy%40autodesk.com%7Cae516ef48d6d4727819c08d8ca35a0bc%7C67bff79e71%3D%7C1000&sdata=prO2bT%2FQd9aUKCk5Nve70hb%2FqFPtcTSHYIVyZ4ppvYA%3D&reserved=0>).

How To Contact Us?

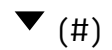
If you want to contact us, please use the following contact information. When you do so, please tell us the name of the application about which you are contacting us:

By email at: privacy.questions@autodesk.com (<mailto:privacy.questions@autodesk.com>)

By postal mail to:

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The Landmark @ One Market
Suite 500
San Francisco, CA 94105
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