



(<https://www.ageoflearning.com>)



ABCmouse Privacy Policy and Notice at Collection

Effective Date: December 18, 2023

Previous Privacy Policy (<https://www.ageoflearning.com/abc-privacy-previous/>): **June 13, 2023** | Política de privacidad en español

(<https://www.ageoflearning.com/abc-privacy-current-es/>)

Welcome to ABCmouse.com[®] *Early Learning Academy* (**ABCMouse**), which is owned and operated by Age of Learning, Inc. We are committed to providing children with a learning environment where every activity is just as engaging as it is educational, and where you can feel confident that your child's privacy is protected. This Privacy Policy describes the ways in which Age of Learning, Inc., and its subsidiaries (collectively, **we, our, us**, or the **Company**) collect, use, and disclose information about you and the children who use your Account through ABCmouse, and any other websites, applications, and online services (**Apps**) that link to this policy (collectively, the **Services**), including ABCmouse[®] for Schools. We provide School Accounts (as defined below) for schools, school districts, licensed childcare facilities, or other licensed educational institutions or programs (each, an **Educational Institution**). The Services are directed toward preschool- through 2nd-grade-aged children. **Please read this Privacy Policy closely.** By using the Services, you agree to the handling of your and your child's information in accordance with this Privacy Policy. If you provide us with your information (directly or indirectly through our service providers), we treat your information according to this Privacy Policy. We will use your Personal Information only in accordance with this Privacy Policy. If we need to use your Personal Information for any other purpose, other than as disclosed herein, we will update this Privacy Policy, as explained under Section 12 (Changes to Our Privacy Policy) below.

Summary of Key Points

You should read this entire Privacy Policy and our Terms & Conditions

(<https://www.ageoflearning.com/abc-tandc-current/>), but here are some key points: (<https://www.ageoflearning.com>)



- ABCmouse is certified under kidSAFE’s FTC-approved COPPA Safe Harbor program. This means that the product has been independently reviewed and certified by kidSAFE to meet certain standards of online safety and privacy.
- **Personal Information (PI)** is defined in this policy to mirror the text of the California Consumer Privacy Act (**CCPA**) and means information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household.
- We take your privacy seriously, and **we never monetize your PI**, though we may use it to provide you special promotions and offers.
- During ABCmouse registration, the only information we may ask you to provide about a child who will be using the Services is the child’s first name (or nickname), birth month and year, and gender. We also will ask you to choose an Academic Difficulty Level for each child.
- Other than in the places and for the purposes explicitly disclosed in this Privacy Policy, we do not knowingly collect any PI directly from Child Users under age 13. Section 3 (Information Collection) for more information about how we safeguard payment information.
- Because the security of your PI is important to us, we only ask for PI when it serves a business purpose and try to limit the collection of PI to only what is necessary to accomplish those purposes. We also use commercially reasonable physical, technical, and administrative security measures designed to safeguard all information collected by the Services.
- Our Services do not support social or federated login.
- Adult Users (as defined below) may contact us or their Educational Institution, when applicable, at any time as described in Section 13 (Contact Us) to request that we provide for their review, or delete from our records, any PI they have provided about Child Users associated with their Accounts, or to cease collecting PI from those Child Users. For information about when we automatically delete PI due to Account cancellation or inactivity, please see Section 7 (Account Cancellation and Reactivation; Data Deletion).

Additional Protections and Information for School Accounts



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- If you have access to the Services through a School Account, additional privacy protections apply because your Educational Institution may provide us with student personally identifiable information (**Student Data**) as defined by the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) and its implementing regulations (34 CFR Part 99) (collectively, **FERPA**) and applicable state laws. The Educational Institution is responsible for obtaining parental consent and/or ensuring that an exception applies prior to transferring Student Data to the Company, which acts as a third-party vendor school official in this context.
- We will only access, collect, record, organize, use, or disclose (collectively, **Process**) Student Data collected through the Services as described in our agreement(s) with the applicable Educational Institution and this Privacy Policy. We will Process the data consistent with all applicable laws, including but not limited to FERPA.
- We will delete or, if requested by the Educational Institution, transfer to the Educational Institution all Student Data within 90 days (or a shorter time frame if required by applicable law) following the termination of our agreement with the applicable Educational Institution.
- We may de-identify Student Data received in connection with providing the Services and use such data as described in this Privacy Policy.

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1. COPPA Safe Harbor

ABCmouse is a member of the kidSAFE Seal Program. This means that the product has been independently reviewed and certified by kidSAFE to meet certain standards of online safety and privacy, and is authorized to display the kidSAFE Seal under kidSAFE's FTC-approved COPPA Safe Harbor program. Under the kidSAFE program users can also report concerns or complaints directly to kidSAFE through this link:

<https://www.kidsafeseal.com/certifiedproducts/abcmouse.html>
(<https://www.kidsafeseal.com/certifiedproducts/abcmouse.html>).

In addition, Child Users are blocked from accessing any external links. External links will be available only if an Adult User enters their password.

2. Types of Accounts, Services, and Users

How we collect, use, and disclose information depends on the type of Account and the type of User. We currently offer the following types of Accounts through the Services: Family Accounts, Teacher Accounts, Classroom-Linked Accounts, Librarian Accounts, Guest Library Accounts, Personal Library Accounts, Library Home Checkout Accounts, and Community Center Accounts (collectively, **Consumer and Other Accounts**), which are described in our Terms & Conditions. (<https://www.ageoflearning.com/abc-tandc-current/>)

We also provide School Accounts, which are only for Educational Institutions. Consumer and Other Accounts and School Accounts are collectively referred to as **Accounts**, and the provisions of this policy apply to all Accounts. Any difference in how the Consumer and Other Accounts and School Accounts are treated is identified below.

Users of the Services include **Child Users** (any child under age 18 who uses the learning portion of the Services) and **Adult Users** (including parents and legal guardians of Child Users, Gift Account purchasers, teachers, librarians, and community center administrators), collectively referred to as **Users**.

3. Information Collection

There are two general categories of information that we collect.

A. Information Users Provide to Us

As more fully set forth below, we and our third-party service providers collect information that Users provide when using the Services, including when Adult Users sign up for the Services (https://www.ageoflearning.com) create an Account, or contact us with a question, comment, or request, and when Child Users participate in assessments. We will only use or disclose this information in accordance with this policy and applicable law. Please see Section 5 (When We Disclose Information to Third Parties) below for more information and how we limit disclosure of Child User information.



Adult Users

Adult Users are asked to provide certain PI about themselves when registering for any Account, including first and last name, email address, and telephone number (which is optional). The other information provided at registration depends on the type of Account or Adult User. For example:

Payment information is collected from Adult Users who purchase a Family Account, including those who purchase a Gift Account for others, unless Adult Users are purchasing through iOS Apple ID, PayPal, or other similar mechanisms with which we integrate. For your security, we do not store your complete credit card number in our databases but retain only the first six digits and last four digits so that we can identify your Account and respond to your requests and questions.

The email address of an Adult User is also collected when the Adult User purchasing a Family Account or setting up a Personal Library Account or Library Home Checkout Account states that he or she is not the legal guardian, or if a teacher or community center administrator provides such addresses in order for parents or legal guardians to connect to the Teacher, Community Center, or School Account.

The school, library, or community center name and address (state and ZIP code only) are collected from Adult Users who register for a Teacher, Librarian, or Community Center Account. Adult Users who register for a Family, Teacher, Classroom-Linked, Personal Library, Library Home Checkout, Community Center, or School Account may be asked to provide the first name (or nickname), birth month and year, and gender of Child Users who will be accessing the Services through their Accounts.

In addition, Adult Users can provide us with information through separate password-protected sections (i.e., the Parent Section or Teacher Dashboard) of the Services. These sections,  (https://www.ageoflearning.com) accessible via the Menu or Settings link on the Services, allow Adult Users to administer their Accounts, including when they add Child Users, provide testimonials, seek customer support, or submit comments or questions. 

If you submit any information relating to other people in connection with the Services, you represent that you have the authority to do so and permit us to use the information in accordance with this Privacy Policy.

Child Users

Previously, in the original Adobe Flash version of the Services, certain activities allowed Child Users to create or upload certain free-form content—such as photographs, audio or video files, and artwork—and save it in the Services. We later upgraded new Users to a non-Flash version of the Services, which removed these features and the ability to upload photographs, audio, or video files. Child Users still can create free-form artwork in the Services.

We encourage you to use the Services with your Child Users and to view and monitor any content created or uploaded (if applicable) by them. If you would like to review all content saved by your Child Users, you can access this content by clicking on the My Work menu item in each Child User's About Me section of the Services.

Educational Chat

For Family Accounts who choose to enable it, we offer as a free, optional experience an interactive educational chat feature for Child Users (**Educational Chat**), powered by generative artificial intelligence (**AI**) technology, such as OpenAI's ChatGPT. Adult Users can opt in to allow their Account to access Educational Chat via voice and/or text, or they can decline. If an Adult User opts in, both Adult and Child Users can then ask questions and have a conversation with animated characters within the Services about educational topics (for example, Animals and Habitats) via voice and/or text. Chat responses are generated by a generative AI model that we have trained to provide Child Users age-appropriate, educational, and engaging responses to their inputs.

Educational Chat can be used in two ways:

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Educational Chat offers speech-to-text capabilities, which requires enabling microphone access on the device being used for the Services. If the microphone is enabled, the Child User(s) can use Educational Chat via voice in addition to via typed inputs. We collect audio files with recordings of Child Users' voices solely as a replacement for written words. Once the voice recordings are converted to text, they are immediately deleted.

Text



If Educational Chat is enabled but microphone access is not enabled, Child Users can use Educational Chat only via typed inputs.

Text inputs from Child Users, whether submitted directly or generated by converting audio recordings to text, are (i) filtered to try to remove profanity, clear instances of Child User PI (or any PI), or other inappropriate language; (ii) retained by us as we retain other User data as described in this Privacy Policy, and without being associated with any Child User's PI; (iii) used for purposes of supporting the Child User's ongoing experience and further developing and improving the Services; and (iv) retained by our generative AI model provider(s) for approximately 30 days for abuse and misuse monitoring purposes. User inputs provided in using Educational Chat are not considered "User-Generated Content" for purposes of our Terms & Conditions.

Filtering technology may not block collection or retention of all profanity, PI, or other inappropriate language that Users choose to communicate in using Educational Chat. All Users, including Child Users, should avoid sharing PI in using Educational Chat. If we determine that any PI has been collected and retained through Educational Chat, we will delete such PI upon discovery.

While we expect Child Users will be the primary users of this feature, Adult Users can also use Educational Chat. The preceding section applies equally to all Users.

In the future, we may introduce additional features that will include voice and or text inputs.


 **Age of Learning** to this policy, unless there are any material differences to the 
B. Information We Collect from All Users
(<https://www.ageoflearning.com>)
manner in which PII is processed, and if so, we will update this policy as set forth in .

We and our third-party service providers collect PI directly from Users of the Services in the form of the actions they take and activities they complete when using the Services. For example, from Adult Users, we may collect information about patterns of usage and order history, and from Child Users, we may collect information about patterns of usage, which activities a child commences and completes, when a child starts and stops an activity, which areas of the Services the child frequents, the number of questions answered correctly or incorrectly, how many Tickets the child earns, what virtual items the child selects to exchange for Tickets, and the child's choice of Avatar and customization.

We and our third-party service providers also use a variety of technologies, such as cookies (small text files that the Services save on your computer or mobile device), to automatically collect certain technical information from your computer or mobile device over time and across different websites, including when you (both Child and Adult Users) use the Services, such as your browser type, operating system, device type, the page served, your IP address, the approximate geolocation of your computer or mobile device, and the websites you visited prior to visiting the Services. When you download and use one of our Apps, we and our service providers may track and collect App usage data, such as the date and time the App on your device accesses our servers and what information and files have been downloaded to the App based on your device number.

We and our third-party service providers may use the information collected through these technical methods for several purposes, including delivering content, tracking and enhancing our Users' experience with the Services, and delivering advertising to visitors to www.abcmouse.com when they visit other websites and applications. For example, when you return to the Services after logging in, cookies help the Services recognize who you are without having to log back in. The information collected through these technical methods on the child-directed portions of the Services are used only to support the internal operations of the Services. **We do not allow third-party advertising networks to collect information about Users who are logged in to their Accounts.** More information about the use of cookies is set forth below.

Cookies

We use cookies, which are small text files placed on your device, to collect certain Internet log information and visitor behavior information. More information about cookies is available  at www.ageoflearning.com (<https://www.aboutcookies.org> (<https://www.aboutcookies.org>)). We use cookies to recognize your device and to provide and improve our Services as described below. We use the following cookies:

Essential Cookies

These cookies are essential to provide you with services available through the Services and enable you to use some of its features. For example, they allow you to log in to secure areas of our Services and help the content of pages you request load quickly. Without these cookies, the services that you have asked for cannot be provided, and we only use these cookies to provide you with those services.

Functionality Cookies

These cookies allow us to remember choices you make when you use our Services, such as remembering your language preferences, remembering your login details, and remembering the changes you make to other parts of Services, which you can customize. The purpose of these cookies is to provide you with a more personal experience and to avoid you having to reenter your preferences every time you visit our Services.

Analytics and Performance Cookies

These cookies are used to collect information about traffic to our Services and how Users use the Services. The information gathered does not identify any individual visitor. It includes the number of visitors to our Services, the websites that referred them to our Services, the pages they visited on our Services, what time of day they visited our Services, whether they have visited our Services before, and other similar information. We use this information to help operate our Services more efficiently, to gather broad demographic information, and to monitor the level of activity on our Services.

If you do not want the Services to collect information through cookies, you can set your web browser to reject cookies from the Services. Each browser is different, so you should check your browser's Help menu to learn how to change your cookie preferences. However, please

note that if you reject or block cookies from the Services, the Services may not function as intended. For example, you will not be able to remain logged into your Account, and therefore, you would have to log in during each page transition.

Social Media Cookies

These cookies are used when you share information using a social media sharing button; “like” button on our Services; or you link your account or engage with our content on or through a social networking website, such as Facebook, Twitter, or Google+. The social network will record that you have done this.

Except as otherwise provided in this policy, such as when a resident of a state that offers additional privacy protections has opted out of sharing PI for valuable consideration, by continuing to use our Services, you are accepting our use of these cookies that make advertising and communications more relevant to you and your interests and further help us to improve our Services.

Push Notifications and SMS: Additionally, if you downloaded the App on your mobile device to access the Services, as part of your use of the Services, we may ask if you would like to receive push notifications, which may include alerts and notifications, badges, banners, and sounds on your mobile device. You may choose to stop receiving push notifications at any time by changing the settings on your mobile device. If you provide us with your mobile phone number, we may send you SMS text messages about your account. Please note that your carrier may charge you for the text messages you receive. To permanently stop receiving SMS text messages from us (if you are located in the U.S. or Canada) text STOP, CANCEL, or UNSUBSCRIBE in reply to any SMS text message sent by us.

4. How We Use Information

We will never monetize the PI of any User of the Services by providing it to a third party in exchange for money, except as described in this policy in the context of a sale of the Company.

We and our third-party service providers may use the information collected from Users as follows:

Adult User Information Information collected from Adult Users may be used:

(<https://www.ageoflearning.com>)



- To permit you to register for and use the Services, including, for example, to send you communications about Child User progress or your Account, or to allow you to provide Feedback through the Parent Section. For security purposes, the Parent Section is password protected. For certain Consumer and Other Accounts, to complete and fulfill your purchase, such as to process your payments, communicate with you regarding your purchase, and provide you with related customer service.
- To respond to your inquiries and fulfill your requests, retrieve your password, or provide technical support. For Consumer and Other Accounts, to provide marketing communications that we believe may be of interest to you. While it is never our intention to send any marketing messages to children, if you believe a Child User has received such a marketing communication, please contact us as described in Section 13 (Contact Us) You can always choose to stop receiving these marketing messages by simply following the instructions contained in the message or, if the communication is by phone, by informing the caller of your desire not to receive further phone communications. For all Accounts, you may not opt out of receiving administrative messages from us regarding your Account, such as password reset emails, customer support messages, and progress reports for School Accounts.
- To deliver our advertising to you based on your visits to the non-child-directed portions of the Services (such as www.abcmouse.com), for example, when you visit third-party websites and applications or via postal mail. You may opt out of receiving online interest-based advertising from our interest-based advertising providers by visiting www.aboutads.info/choices. For more information about web browser “do not track” signals, visit www.allaboutdnt.com (<https://allaboutdnt.com/>). Certain state residents have additional rights under their state data privacy laws. For more information about these rights, please see Section 8 below.
- To measure the effectiveness of our advertising to adults.

Child User Information: Information collected from Child Users may be used:

- To measure a Child User’s performance in activities and to adapt a Child User’s learning experience to the Child User’s learning needs.
- To analyze, provide progress reports on, or provide an assessment of a Child User’s performance to the Adult User on the Account.

Both Adult and Child User Information: Information collected from both Adult and Child Users

may be used:

(<https://www.ageoflearning.com>)



- To allow us to assess and improve the Services, its educational content, and other services we provide (for example, to improve our content and User experience); to research, evaluate, and improve the educational efficacy of the Services; and to inform our understanding of the Services' User base.
- To customize, adapt, and personalize Users' viewing and content-consumption experience; for example, by measuring a Child User's performance in activities and adapting the Child User's experience to their learning needs.
- To maintain and analyze the functioning of the Services.
- As we believe to be necessary or appropriate: (a) under applicable law, including laws outside your country of residence; (b) to comply with legal process; (c) to respond to requests from public and government authorities, including public and government authorities outside your country of residence; (d) to detect violations of and enforce our terms and conditions; (e) to protect our operations or those of any of our affiliates, including the security of the Services; (f) to protect our rights, privacy, safety, or property, or that of our affiliates, you, or others; and (g) to allow us to pursue available remedies or limit the damages that we may sustain (collectively, [a-g] are **Other Uses and Disclosures**).

5. When We Disclose Information to Third Parties

PI collected from both Adult and Child Users will not be disclosed except for the following purposes, which include our operations purposes:

- To third parties who perform certain services for us, such as processing credit cards, conducting research on the educational impact of the Services, or filtering User inputs in using Educational Chat, provided that the service providers agree to keep the information confidential and to use it only for purposes that are permitted by this Privacy Policy. By continuing to use the Services, you are intentionally directing us to transmit the information submitted to us by Adult Users to our affiliates and business partners for business purposes, such as executing transactions and preventing fraud.
- When parents or legal guardians have linked a Family Account to a Teacher Account, as described in the [Terms & Conditions](https://www.ageoflearning.com/abc-tandc-) (<https://www.ageoflearning.com/abc-tandc->



current/) the Adult Users of both Accounts will be able to review the progress and details of their Child Users within both Accounts.

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- As we believe to be necessary or appropriate as set forth above in Other Uses and Disclosures and in other instances substantially similar to those listed in this Section.
- When we believe that disclosure is in accordance with, or required by, any applicable law or legal process, including lawful requests by public authorities to meet national security or law enforcement requirements. If required or permitted to do so under the law, and if deemed necessary or warranted, we may provide notice to Users prior to the disclosure.
- Subject to confidentiality agreements, the terms of this Privacy Policy, and applicable law, information may be disclosed to service providers, advisers, potential transactional partners, or other third parties in connection with the consideration, negotiation, or completion of a corporate transaction in which we are acquired by or merged with another company, or we sell, liquidate, transfer, or license all or a portion of our assets in bankruptcy or otherwise. This means that if some or all our assets are acquired or otherwise transferred or licensed, including in bankruptcy, that such acquirer shall be subject to the same commitments stated under this Privacy Policy.

In addition, with respect to Consumer and Other Accounts, we may use third-party advertising networks and other affiliates in association with cookies, pixel tags, or IFrames, for Adult Users' visits to the non-child-directed portions of the Services and to (1) deliver interest-based advertising to those Adult Users, including our advertising, when those Adult Users visit third-party websites; and (2) provide us with statistics about the effectiveness of our advertising on third-party websites. These third-party advertising networks may use this cookie information in accordance with their own privacy policies.

We do not disclose the PI of any Child User to third parties for any marketing or promotional purposes. This also means that we do not share the PI of children under the age of 16 for valuable consideration.

We also may disclose de-identified and/or aggregated User information for any other purpose as permissible by applicable law—for example, the distribution of de-identified User records to outside researchers or the distribution of reports containing aggregate User demographic and traffic patterns—provided that no individual Adult User or Child User or any specific end-user device can be readily identified.

6. How to Access, Change, or Delete Account Information

Consumer and Other Accounts: An Adult User can review or change the information they provided when they registered for the Services, including by adding or removing Child Users to or from the Account, by updating information through the Services' Parent Section; or for Teacher Accounts or Community Center Accounts, by using the Class Builder or Settings feature in the Teacher Dashboard. In addition, Adult Users may contact us at any time as described in Section 13 (Contact Us) below to request that we provide for their review, or delete from our records, any PI they have provided about Child Users associated with their Accounts, or to cease collecting PI from those Child Users, as applicable. Please keep in mind that a request to delete PI may lead to cancellation of your Account or the inability to use certain Services, and if a Teacher Account or Community Center Account is linked to a Family Account, a request to delete PI in one of the Accounts may be reflected in your other Account.

When we change or delete any PI at your request, we will make good faith efforts to make the changes in our then-active databases as soon as reasonably practicable, generally within 24–48 hours. Changing setting options may not result in immediate changes to the settings, which are subject to our operations and maintenance schedules. Please note that information may remain in backup or archive records, and we may retain certain data relevant to preventing fraud or future abuse or for legitimate business purposes, such as analysis of aggregated, non-personally-identifiable or de-identified data, Account recovery, or if required by law. All retained data will continue to be subject to the Privacy Policy in effect at that time.

School Accounts: If you are using the Services through a School Account that is integrated with a school student information system (**SIS**), unless otherwise required by law, any request to access or make changes to or delete PI including Student Data must be made by the Educational Institution within the SIS. Once the changes are made within the SIS, the changes will automatically appear within the School Account.

If you are using the Services through a School Account and the Educational Institution is not integrating its SIS with the Services, unless otherwise required by law, any request to access, make changes to, or delete PI including Student Data must be made by the Educational Institution's designated administrator for the School Account. The administrators will be provided access to the School Account User Profile pages to update, correct, or delete the information contained therein.

7. Account Cancellation and Reactivation; Data Deletion

At any time, Adult Users except for Library-related Accounts, Community Center accounts, or School Accounts may cancel their Accounts through the Parent Section or Teacher Dashboard (<https://www.ageoflearning.com>) and those with Personal Library Accounts or Library Home Checkout Accounts may contact us as described in Section 13 (Contact Us) below to cancel such Accounts.

For Family Accounts that have been canceled, and Personal Library Accounts and Library Home Checkout Accounts, if the Account remains inactive for 24 months, we will delete all Child User PI in our active databases associated with the Account (**Account Information**), unless otherwise stated in this Privacy Policy. The 24 months is provided so that you have the ability, following cancellation of a Family Account or inactivity, to reactivate your Account and potentially recover previous information and resume where the Child User left off. We will not use Child User PI for any other purpose other than for reactivation of the Account. However, we provide no guarantee, and shall have no liability or obligation to ensure that all Account Information and Services-related progress will be available or accessible or all learning or personalization features will be able to be recovered or resumed. If a User requests that PI be deleted prior to the end of the 24-month period of inactivity, we will take commercially reasonable steps to satisfy that request. However, if the User is a resident of a state where additional privacy protections are required by law (see Section 8 for a list of these states), the provisions of Section 8 below shall govern. For Family Accounts, other information that Adult Users provide, such as the Adult User's email address, the age (only year but not birthday or month), number of children associated with the Account, and the subscription price and length, will be retained for a total of 5 years following cancellation.

For Teacher Accounts and Community Center Accounts, if you cancel your Account, we will delete all Account Information 48 hours after the cancellation, unless a Child User's parent or legal guardian has linked to the Account, in which case we will delete that Child User's Account Information as described in the previous paragraph. **Please note that canceling an entire Teacher Account or Community Center Account will result in the loss of activities and progress data for every Child User, except for Child Users whose parents or legal guardians have linked to the Account.** If a Teacher Account or Community Center Account is not canceled, we will delete all Account Information 24 months after the last activity on the Account.

For School Accounts, if an Adult User initially contacts us, we will first inform the applicable Educational Institution prior to taking any requested action by the Adult User, and subject to applicable law, we will wait for the Educational Institution's instructions. If an Educational Institution terminates its agreement with us, we will delete, or if requested by the Educational Institution, we will transfer to the Educational Institution all Student Data within 90 days (or a shorter time frame if required by applicable law or the terms of our agreement with the Educational Institution) following the termination of the agreement with the applicable Educational Institution.

Upon Account cancellation, de-identified Adult and Child User information may nonetheless persist internally in our archive files or similar databases, and may still be used, on a de-identified basis, for our internal support, administrative, and record-keeping purposes including but not limited to allowing us to improve the Services and other services we provide through research, evaluation, and analytics as permissible by applicable law.

Please note that following a request to delete information or cancel your Account under Sections 6 or 7 of this Privacy Policy, information including PI may remain in backup or archive records, and we may retain certain data if required by law, relevant to preventing fraud or future abuse, or for legitimate business purposes, such as account recovery and customer support, and all are subject to our internal records retention periods. All retained data will continue to be subject to the Privacy Policy in effect at that time and applicable law.

8. State-Specific Privacy Rights

States with comprehensive consumer data privacy laws may provide residents with additional rights regarding our use of PI. The following Section applies to individuals who reside in specific jurisdictions that provide additional privacy rights, including **California, Colorado, Connecticut, Utah, and Virginia** ("Relevant States").

Under the Relevant States' laws, we are required to disclose the categories of sources from whom we collect PI (explained below) and the third parties with whom we share it (explained above). We are also required to communicate information about rights you have under Relevant States' laws, such as:

Right to Access Specific Information and Data Portability Right: You have the right to request that we disclose certain information to you about our collection and use of PI over the past twelve (12) months. Once we receive and confirm your verifiable consumer request, we will

disclose to you:



(<https://www.ageoflearning.com>)



- The categories of PI we collected about you.
- The categories of sources for the PI we collected about you.
- Our business or commercial purpose for collecting or selling that PI.
- The categories of third parties with whom we share that PI.
- The specific pieces PI we collected about you (also called a data portability request).
- The business purpose for which PI was disclosed, and the PI categories that each category of recipient obtained if we disclosed PI for a business purpose.

Right to Correct Information: You have the right to request we update PI about you that is incorrect in our systems.

Right to Delete: You have the right to request that we delete the PI that we have collected from you, subject to certain exceptions. We will use commercially reasonable efforts to honor your request, in compliance with applicable laws, including contacting your Educational Institution who may provide us with guidance on your request. Once we receive and confirm your verifiable consumer request, we will delete (and direct our service providers to delete) the PI from our records, unless an exception applies. Please note, however, that we may need or be required to keep such information for our legitimate business purposes or to comply with applicable law.

Right to Opt Out of the Sale or Sharing of Personal Information for Cross-Contextual Behavioral Advertising:

As stated in the Summary of Key Points above, we will never monetize the PI of any User of the Services by providing it to a third party in exchange for money. Some Relevant States' laws apply a broader definition of the term "sell" that includes disclosing PI to any third party for valuable consideration. When we work with our advertising partners, we are disclosing certain information such as cookies for their services, which are of value to us. You may be entitled to direct us to stop disclosing your PI to third parties for monetary or other valuable consideration. You can exercise such right to opt out here: [Do Not Sell My Personal Information](https://www.abcmouse.com/abc/?dnsmpi=1). (<https://www.abcmouse.com/abc/?dnsmpi=1>)

Right to Limit Sensitive Personal Information Use: You have the right to limit the use of sensitive PI regarding you.

Non-Discrimination: We will not discriminate against you for exercising any of your rights.

For details on exercising these rights, please see “*Exercising Access, Disclosure, Data*

Portability, and Deletion Rights” below.

(<https://www.ageoflearning.com>)





Information We Collect and Share

We collect information that identifies, relates to, describes, references, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household.

We have collected the following categories of PI from or about consumers within the last 12 months:

Category	Examples	Collected	
		Adult	Child
A. Identifiers	A real name, alias, unique personal identifier, online identifier, Internet Protocol address, email address, telephone number, Account name, or other similar identifiers	Yes	Yes
B. PI categories	A name, signature, social security number, physical characteristics or description, address, telephone number, passport number, drivers license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some PI included in this category may overlap with other categories.	Yes	Yes (First name only)

 Category Age of Learning®	Examples	Collected	
(https://www.ageoflearning.com)		Adult	Child
C. Protected classification characteristics under applicable state or federal law	Sex (including gender)	Yes	Yes
D. Commercial information	Records of personal property; products or services purchased, obtained, or considered; or other purchasing or consuming histories or tendencies	Yes	No
E. Biometric information	Genetic, physiological, behavioral, and biological characteristics or activity patterns used to extract a template or other identifier or identifying information—such as fingerprints, face prints, voiceprints, iris or retina scans, keystroke, gait, or other physical patterns and sleep, health, or exercise data	No	No
F. Internet or other similar network activity	Browsing history; search history; or information on a consumer’s interaction with a website, application, or advertisement	Yes	Yes (A child’s progress within the app only)
G. Geolocation data	Physical location or movements	No	No
H. Sensory data	Audio, electronic, visual, thermal, olfactory, or similar information	No	Yes
I. Professional or employment-related information	Current or past job history or performance evaluations	No	No


 Category Age of Learning®	Examples	Collected	
(https://www.ageoflearning.com)		Adult	Child
J. Nonpublic education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99))	Education records directly related to a student, such as grades, class lists, student schedules, and student identification codes, maintained by an educational institution or party acting on its behalf	No	No
K. Inferences drawn from other PI	Profile information reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes	Yes	Yes
L. Sensitive PI	Social security number, driver's license, state identification card, or passport number; account login, financial account, debit card number, or credit card number in combination with any required security or access code, password, or credentials allowing access to an account; a precise geolocation; racial or ethnic origin; religious or philosophical beliefs; mail, email, and text message contents; and genetic data.	No	No

In addition, we are required to provide you certain information about the business and commercial purposes for which we collect and share PI.

Business and Commercial Purposes for Which We Use Personal Information

We may use or disclose the PI we collect from each of the Categories of PI listed above for one or more of the following purposes:

- To fulfill or meet the reason you provided the information;
- To provide, support, personalize, and develop our Services;

• To process your requests;
 To provide you with support and to respond to your inquiries, including to investigate and address your concerns and to monitor and improve our responses;
 (https://www.ageoflearning.com)


- To provide customer service;
- To understand how Users interact with our Services;
- To conduct research, testing, analysis, and development;
- To detect security incidents and prevent fraud;
- To debug and repair errors;
- To create, maintain, customize, and secure your Account with us;
- To respond to law enforcement requests and as required by applicable law, court order, or governmental regulations;
- As described to you when collecting your PI or as otherwise set forth in Relevant States' laws;
- To advance our commercial and economic interests, such as delivering interest-based advertising of our products and services to Adult Users and analyzing the effectiveness of our advertising; and/or
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which PI held by us about our Users/consumers is among the assets transferred.

Categories of Personal Information We Share

We may share your PI by disclosing it to a third party for a business purpose described below. We only make these business purpose disclosures under written contracts that describe the purposes, require the recipient to keep the PI confidential, and prohibit using the disclosed information for any purpose except performing the contract.

In the preceding 12 months, we have also disclosed the following categories of PI for one or more business purposes:

 Personal Information Category Age of Learning (https://www.ageoflearning.com)	Category of Third-Party Recipients 	
	Business Purpose Disclosures of Adult and Child Personal Information	Sales
A. Identifiers	Affiliates, partners, parent/subsidiary organizations, service providers, advertising networks (only applies to Adult PI), and government entities	Advertising networks
B. Customer records PI categories	Affiliates, partners, parent/subsidiary organizations, service providers, advertising networks (only applies to Adult PI), and government entities	Advertising networks
C. Protected classification characteristics under applicable state or federal law	None	None
D. Commercial information	None	None
E. Biometric information	None	None
F. Internet or other similar network activity	None	Advertising networks and partners
G. Geolocation data	None	None
H. Sensory data	Service providers	None
I. Professional or employment-related information	None	None
J. Nonpublic education information	None	None

 Personal Information Category (https://www.ageoflearning.com)	Category of Third-Party Recipients	
	Business Purpose Disclosures of Adult and Child Personal Information	Sales
K. Inferences drawn from other PI	Affiliates, partners, parent/subsidiary organizations, service providers, advertising networks (only applies to Adult PI), and government entities	None
L. Sensitive PI	None	None

Our Retention of Personal Information

We retain PI for as long as necessary to provide the services and fulfill the transactions you have requested, or for other business purposes, such as complying with our legal obligations, resolving disputes, and enforcing our agreements. We decide how long we need PI on a case-by-case basis. We may consider the following factors when making retention decisions:

- Whether we need to keep some of your PI to maintain your Account;
- Whether we are required by law to keep some types of PI for certain periods of time to comply with our legal obligations; and
- Whether we need some of your PI for other business purposes, such as to prevent harm and ensure safety and security of our Services, investigate possible violations of our terms and conditions of use, or protect ourselves.

If we determine your PI is no longer necessary using the factors above, we will generally destroy or anonymize that PI.

Exercising Access, Disclosure, Data Portability, and Deletion Rights

To exercise the access, disclosure, data portability, and deletion rights described above, please submit a verifiable consumer request to us by either contacting us as set forth in Section 13 (Contact Us) below, or by visiting here: Privacy Portal (<https://privacyportal-cdn.onetrust.com/dsarwebform/a2692794-047c-4c18-b3bf-60d783ebc844/8205df50-001c-4e16-b5f9-d4e945bc612e.html>)

Only you or a person registered with the applicable Secretary of State that you authorize to act on your behalf may make a verifiable consumer request related to your PI. You may also make a verifiable consumer request on behalf of your Child. <https://www.ageoflearning.com>

For all requests, please clearly state that the request is related to “Your Privacy Rights,” indicate which type of request you are making, and provide your name and an email address or phone number where we may contact you. We are not responsible for notices that are not labeled or sent properly or that do not include complete information.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected PI or an authorized representative. We will verify your request by asking you to provide information related to your interactions with us. We will not otherwise ask for PI from you that we would not otherwise maintain as part of providing our Services.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

We cannot respond to your request or provide you with PI if we cannot verify your identity or authority to make the request and confirm the PI relates to you. Making a verifiable consumer request does not require you to create an account with us. We will only use PI provided in a verifiable consumer request to verify the requester’s identity or authority to make the request.

We endeavor to respond to a verifiable consumer request within 45 days of its receipt. If we require more time (up to 90 days), we will inform you of the reason and extension period in writing. We will deliver our written response electronically. Any disclosures we provide will only cover the 12-month period preceding the receipt of the verifiable consumer request. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide the PI that is readily usable and should allow you to transmit the information from one entity to another entity without hindrance.

We do not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

9. Links to Other Services

To appeal a decision regarding a consumer rights request, please submit your appeal using our portal, email, telephone, or postal mail. Your appeal should include an explanation of the reason you disagree with our decision. Within 60 days of receipt of an appeal, we will inform external websites, an Adult User will be required to enter a valid password. These websites and applications are governed by their own privacy policies or information collection practices, which may be substantially different from ours. We encourage you to review the privacy policies and information collection practices of any external websites and apps, as those

Non-Discrimination

parties' practices would not be subject to this policy.

We fully support your privacy rights and will not discriminate against you for exercising them.

10. Location of Information Processing **Notice of Financial Incentives**

We may offer special incentives to users who enroll in certain promotions. The availability of these promotions to you at any given time will vary. If we offer such programs, we may ask for your PI (such as your email address) as a prerequisite to your participation in the promotion. providers, including the United States, which may have data protection laws that are different

from those of your country. In addition, your information may be subject to access requests from governments, courts, or law enforcement officials in countries where it may be processed, under the laws of those countries. free or discounted products and announcements of sweepstakes, contests, and giveaways.

To participate in these email offers, you must provide a valid email address. You may opt in to

11. Security

the email offers by visiting our website or navigating through your Account. You may opt out of email offers and other programs at any time through the same means they are offered, or by contacting us as provided in Section 13 below.

The security of your PI is important to us, and we employ physical, technical, and administrative security measures designed to safeguard the information collected by the Services. We use industry standard SSL (secure socket layer technology) encryption to transfer PI. Other security safeguards include but are not limited to data encryption, firewalls, and physical access controls to buildings and files. We also conduct periodic audits of our security (no less than annually) to apply best practices and reasonable industry standards. Account holders

create a password in the registration process. You can help protect against unauthorized access to your Account and PI by selecting and protecting your password appropriately and limiting access to your computer and browser by signing off after you have finished accessing your Account. At registration, we assign a Member ID to each Account and use those Member IDs to authenticate logins, allow access to the subscription content, and monitor compliance.

The Member ID is also used to authenticate users when requesting technical support. Access to information is limited through User/password credentials and two-factor authentication to those employees who require it to perform their job functions.

However, no data transmission over the Internet can be guaranteed to be completely secure. If there is a breach of our security, we will notify you where required by law or deemed necessary and appropriate under the circumstances.

School Accounts

We are committed to maintaining the security and confidentiality of your and your children's information, including but not limited to any Student Data, which we receive through School Accounts. Some of the precautions we take include (a) limiting employee access to your and your children's PI to only those employees with a need to such access to fulfill their job responsibilities; (b) conducting background checks upon our employees and specifically upon all employees who may have access to Student Data; (c) requiring employees to sign confidentiality agreements upon hiring; (d) conducting regular employee privacy and data security training and education; and (e) protecting PI with commercially reasonable technical, contractual, administrative, and physical security safeguards.

Please be aware, however, that no information system can be guaranteed to be 100 percent secure, so we cannot guarantee the absolute security of your information. Moreover, we are not responsible for the security of information you transmit to the Services over networks that we do not control, including the Internet and wireless networks. If you have reason to believe that your interaction with us is not secure, please contact us as described in Section 13 (Contact Us) below.

12. Changes to Our Privacy Policy

We constantly try to provide the best services, and accordingly, our Privacy Policy will change from time to time. If we update this Privacy Policy, we will notify you by posting the revised Privacy Policy on the Services; and for certain revisions that materially expand the ways in which we use or share the information previously collected from you through the Services, we will either display an alert next to the Privacy Policy, display an alert upon login to the Services,

or directly communicate with you (for example, via the email address associated with your

 **Age of Learning**[®]
Accounts

(<https://www.ageoflearning.com>)



If you have a School Account, any modifications to this Privacy Policy will only apply to you and your Child Users in accordance with our agreement with your Educational Institution.

13. Contact Us

Age of Learning, Inc., is in the United States of America. Age of Learning, Inc. is the operator of all the Services. You may contact us below if you have any questions, complaints, or other issues related to this Privacy Policy and issues related to your or a Child User’s information for which you are responsible:

Mailing address:

Age of Learning, Inc.

Attention: Legal Department

P.O. Box 230

Glendale, CA 91209

Telephone Number: +1.800.633.3331

Email address: privacy@aofl.com (<mailto:privacy@aofl.com>)

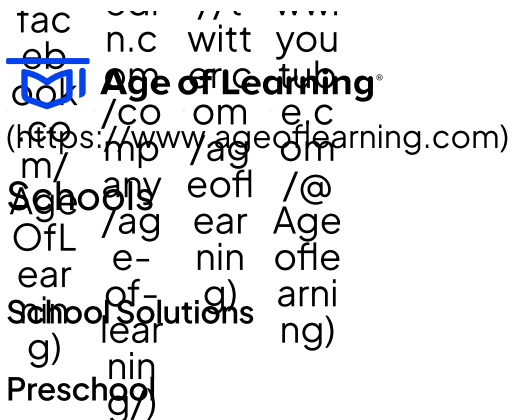
Data Privacy Officer

DPO@aofl.com (<mailto:DPO@aofl.com>)

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