

UTAH STUDENT DATA PRIVACY AGREEMENT

Version 2.0

GRANITE SCHOOL DISTRICT

and

BrainPOP LLC

Date 1/11/2021

This Utah Student Data Privacy Agreement (“DPA”) is entered into by and between the Granite School District (hereinafter referred to as “LEA”) and BrainPOP LLC (hereinafter referred to as “Contractor”) on 1/11/2021. The Parties agree to the terms as stated herein.

RECITALS

WHEREAS, the Contractor has agreed to provide the Local Education Agency (“LEA”) with certain digital educational services (“Services”) pursuant to a contract dated (“Service Agreement”); and

WHEREAS, in order to provide the Services described in the Service Agreement, the Contractor may receive or create, and the LEA may provide documents or data that are covered by several federal statutes, among them, the Family Educational Rights and Privacy Act (“FERPA”) at 20 U.S.C. 1232g (34 CFR Part 99), Children’s Online Privacy Protection Act (“COPPA”), 15 U.S.C. 6501-6506; Protection of Pupil Rights Amendment (“PPRA”) 20 U.S.C. 1232h; and

WHEREAS, the documents and data transferred from LEAs and created by the Contractor’s Services are also subject to Utah state student privacy laws, including the Utah Student Data Protection Act UCA Section 53E-9; and

WHEREAS, for the purposes of this DPA, Contractor is a school official with legitimate educational interests in accessing Education Records pursuant to the Service Agreement for the limited purposes of this DPA; and

WHEREAS, the Parties wish to enter into this DPA to ensure that the Service Agreement conforms to the requirements of the privacy laws referred to above and to establish implementing procedures and duties; and

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

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

ARTICLE I: PURPOSE AND SCOPE

1. Purpose of DPA. The purpose of this DPA is to describe the duties and responsibilities to protect student data transmitted to Contractor from LEA pursuant to the Service Agreement, including compliance with all applicable statutes, including the FERPA, COPPA, PPRA and other applicable Utah State laws, all as may be amended from time to time. In performing these services, the Contractor shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. With respect to the use and maintenance of Student Data, Contractor shall be under the direct control and supervision of the LEA.

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

3. **Student Data to Be Provided**. The Parties shall indicate the categories of student data to be provided in the Schedule of Data, attached hereto as Exhibit “B”.

4. **DPA Definitions**. The definition of terms used in this DPA is found in Exhibit “C”. In the event of a conflict, definitions used in this DPA shall prevail over term used in the Service Agreement.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA**. All Student Data transmitted to the Contractor pursuant to the Service Agreement is and will continue to be the property of the student.

2. **Parent Access**. The LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may request the opportunity to inspect and review Student Data in the student's records, and seek to amend Student Data that are inaccurate, misleading or in violation of the student's right of privacy. Contractor shall respond in a timely manner (and no later than 45 days from the date of the request) to the LEA's request for Student Data in a student's records held by the Contractor to view or correct as necessary. In the event that a parent of a student or other individual contacts the Contractor to review any of the Student Data accessed pursuant to the Services, the Contractor shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.

3. **Third Party Request**. Should a Third Party, including law enforcement and government entities, request data held by the Contractor pursuant to the Services Agreement, the Contractor shall redirect the Third Party to request the data directly from the LEA. Contractor shall notify the LEA in advance of a compelled disclosure to a Third Party. Contractor shall share Student Data with law enforcement if required by law or court order.

4. **Subprocessors**. Contractor shall enter into written agreements with all Subprocessors performing functions pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner consistent with the terms of the Service Agreement. Contractor shall be responsible for Subprocessors compliance under this DPA. is-DPA. Contractor shall provide the LEA with a description of the subprocessors or types of subprocessors who have access to the LEA's student data and shall update the list as new subprocessors are added.

ARTICLE III: DUTIES OF CONTRACTOR

1. **Privacy Compliance**. The Contractor shall comply with all applicable state and federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA and all other Utah privacy statutes as they relate to the collection, use, storage, or sharing of student data.

2. **Authorized Use.** The data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services stated in the Service Agreement and/or otherwise authorized under the statutes referenced in the prior subsection. Contractor also acknowledges and agrees that it shall not make any re-disclosure of any Student Data.

3. **Employee Obligation.** Contractor shall require all employees and subprocessors who have access to Student Data to comply with all applicable provisions of this DPA with respect to the data shared under the Service Agreement.

4. **Use of De-identified information.** De-identified information may be used by the Contractor for the purposes of development, research, and improvement of educational sites, services, or applications, as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR 99.31(b). Contractor agrees not to attempt to re-identify de-identified Student Data. De-identified and anonymous information may also be used and shared with third party web analytical tools for tracking analytical information.

5. **Disposition of Data.** Upon written request Contractor shall dispose or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained. The duty to dispose of Student Data shall not extend to data that has been de-identified. The LEA may employ a “Request for Return or Deletion of Student Data” form, a copy of which is attached hereto as Exhibit “D”. Upon receipt of a request from the LEA, the Contractor will immediately provide the LEA with any specified portion of the Student Data within 10 calendar days of receipt of said request. LEA is able to delete student personally identifiable information at any time and in real time using the Administrator dashboard. Once that information is deleted, it is deleted from Contractor’s servers – first from Contractor’s servers and then, after two weeks later, from any back-up server. If information was not deleted by the LEA before the subscription expired, Contractor may retain such de-identified information for a limited period of two years-3 months after expiration.

6. **Additional Acceptable Uses of Student Data.** Contractor is prohibited from using Student Data for any secondary use not described in this agreement except:

- a. for adaptive learning or customized student learning purposes;
- b. to market an educational application or product to a parent or legal guardian of a student if Contractor did not use Data, shared by or collected per this Contract, to market the educational application or product;
- c. to use a recommendation engine to recommend to a student
 - i. content that relates to learning or employment, within the third-party contractor's internal application, if the recommendation is not motivated by payment or other consideration from another party; or
 - ii. services that relate to learning or employment, within the third-party contractor's internal application, if the recommendation is not motivated by payment or other consideration from another party;
- d. to respond to a student request for information or feedback, if the content of the response is not motivated by payment or other consideration from another party.; and

- e. to use Data to allow or improve operability and functionality of the third-party contractor's internal application.

ARTICLE IV: DATA PROVISIONS

1. Data Security. The Contractor agrees to abide by and maintain adequate data security measures, consistent with standards and best practices within the educational technology industry, and to protect Student Data from unauthorized disclosure or acquisition by an unauthorized person. These measures shall include, but are not limited to:

- a. **Passwords and Employee Access.** Contractor shall secure usernames, passwords, and any other means of gaining access to the Services or to Student Data. Contractor shall only provide access to Student Data to employees or contractors that are performing the Services.
- b. **Security Protocols.** Both parties agree to maintain security protocols that meet industry standards in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Contractor shall maintain all data obtained or generated pursuant to the Service Agreement in a secure digital environment and not copy, reproduce, or transmit data obtained pursuant to the Service Agreement, except as necessary to fulfill the purpose of data requests by LEA.
- c. **Security Technology.** Contractor shall employ internet industry standard measures to protect data from unauthorized access while the data is in transit or at rest. The service security measures shall include server authentication and data encryption. Contractor shall host data pursuant to the Service Agreement in an environment using a firewall that is updated according to industry standards.
- d. **Audit Rights.** ~~Upon reasonable notice, and at the request of the LEA, the LEA or the LEA's designee may audit the Contractor to verify compliance with this DPA, as required by the Utah Student Data Protection Act. LEA's right to audit shall only apply to financial records directly related to LEA's subscription and the number of audits shall be limited to no more than once per year. To verify Contractor's security and privacy compliance under this DPA, LEA may reasonably request third party audit reports from Contractor.~~

2. Data Breach. In the event that Contractor discovers that Student Data has been accessed or obtained by an unauthorized individual, Contractor shall provide notification to LEA within a reasonable amount of time of the incident, not to exceed 72 hours.

ARTICLE V- GENERAL OFFER OF PRIVACY TERMS

Contractor may, by signing the attached Form of General Offer of Privacy Terms in Exhibit "E", be bound by the terms of this DPA to any other LEA who signs the acceptance on in said Exhibit.

ARTICLE VI: MISCELLANEOUS

1. **Term.** The Contractor shall be bound by this DPA for the duration of the Service Agreement or so long as the Contractor maintains any Student Data.

2. **Termination.** In the event that either party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. LEA shall have the right to terminate the DPA and Service Agreement in the event of a material breach of the terms of this DPA.

3. **Effect of Termination Survival.** If the Service Agreement is terminated, the Contractor shall destroy all of LEA's data pursuant to Article IV, section 1(b), and Article II, section 3, above.

4. **Priority of Agreements.** This DPA shall govern the treatment of student data in order to comply with privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the DPA and the Service Agreement, the DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.

5. **Notice.** All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, or e-mail transmission (if contact information is provided for the specific mode of delivery), or first-class mail, postage prepaid, sent to the designated representatives below:

a. Designated Representatives

The designated representative for the LEA for this Agreement is:

Name: Dale Roberts

Title: Data Privacy Officer

Contact Information:

Granite School District – Information Systems

2500 South State Street

Salt Lake City, Utah 84115-3110

The designated representative for the Contractor for this Agreement is:

Name: H. Scott Kirkpatrick Jr.

Title: CEO

Contact Information:

BrainPOP LLC

71 W 23rd St, 17th Fl

New York NY 10010

legal@brainpop.com

- b. **Notification of Acceptance of General Offer of Terms.** Upon execution of Exhibit “E”, General Offer of Terms, Subscribing LEA shall provide notice of such acceptance in writing and given by personal delivery, or e-mail transmission (if contact information is provided for the specific mode of delivery), or first-class mail, postage prepaid, to the designated representative below.

N/A

6. **Entire Agreement.** This DPA constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both parties.

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.

8. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS OF UTAH FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. Notwithstanding the foregoing, any claim in connection with this DPA must first, and before taking any other legal action, be submitted to Contractor in the form of a complaint (to: info@brainpop.com), to enable the parties to resolve the claim in a friendly and effective manner. Notwithstanding the foregoing, LEA may seek injunctive or other equitable relief to protect its intellectual property rights in any court of competent jurisdiction.

9. **Authority.** Contractor represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof, or may own, lease or control equipment or facilities of any kind where the Student Data and portion thereof stored, maintained or used in any way. Contractor agrees that any purchaser of the Contractor shall also be bound to this DPA.

10. Waiver. No delay or omission of the LEA to exercise any right hereunder shall be construed as a waiver of any such right and the LEA reserves the right to exercise any such right from time to time, as often as may be deemed expedient. LEA hereby waives and releases any and all claims against the Utah State Board of Education and/or its members, departments, office, and staff (collectively, "USBE"), for USBE's efforts and conduct related to the negotiations and/or formation of this DPA. The parties agree that USBE is not an agent nor a representative of LEA in the formation or execution of this DPA, and that LEA negotiated with Contractor at arm's length in the creation of this DPA. USBE is thus not responsible or liable to either party under this DPA, and owes no duty to either party under this DPA.

10. Successors Bound. This DPA is and shall be binding upon the respective successors in interest to Contractor in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business.

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

Contractor: **BrainPOP LLC**

BY: H. Scott Kirkpatrick Jr. Date: 1/12/2021

Printed Name: H. Scott Kirkpatrick Jr Title/Position: CEO

Local Education Agency: **GRANITE SCHOOL DISTRICT**

BY: Jared B Gardner Date: 1/12/2021

Printed Name: Jared B Gardner Title/Position: Director of Purchasing

EXHIBIT “A”

DESCRIPTION OF SERVICES

BrainPOP
BrainPOP Jr.
BrainPOP ELL
BrainPOP Espanol
BrainPOP Francais

EXHIBIT “B”

SCHEDULE OF STUDENT DATA

Category of Data	Elements	Check if used by your system	Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	x		Place of Birth	
	Other application technology meta data-Please specify:			Gender	
				Ethnicity or race	
				Language information (native, preferred or primary language spoken by student)	
				Other demographic information-Please specify:	
Application Use Statistics	Meta data on user interaction with application		Enrollment	Student school enrollment	
				Student grade level	x
Assessment	Standardized test scores			Homeroom	
	Observation data			Guidance counselor	
	Other assessment data-Please specify:			Specific curriculum programs	
Attendance	Student school (daily) attendance data			Year of graduation	x
	Student class attendance data			Other enrollment information-Please specify:	
Communication s	Online communications that are captured (emails, blog entries)			Parent/Guardian Contact Information	Address
					Email
					Phone
Conduct	Conduct or behavioral data				
			Parent/Guardian ID	Parent ID number (created	
Demographics	Date of Birth				

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

Category of Data	Elements	Check if used by your system
	number	
	State ID number	
	Vendor/App assigned student ID number	
	Student app username	x
	Student app passwords	x
Student Name	First and/or Last	x
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	
Student work	Student generated content; writing, pictures etc.	
	Other student work data -	x

Category of Data	Elements	Check if used by your system
	Please specify:	
Transcript	Student course grades	
	Student course data	
	Student course grades/performance scores	
	Other transcript data -Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	
	Other transportation data -Please specify:	
Other	Please list each additional data element used, stored or collected by your application	x

No Student Data Collected at this time _____.

*Contractor shall immediately notify LEA if this designation is no longer applicable.

OTHER: Use this box, if more space needed

Exhibit B (“Other”)

During the registration process for any of our subscriptions, we ask the subscriber to provide us with a name, email address, school or district affiliation (when applicable), phone number, and billing information. We may also ask you to provide username and password. We use the information to create and service the account, fulfill the subscription and send you service-related announcements. For instance, we may send emails about routine maintenance, new feature launches or product recommendations related to your subscription. We may also use this contact information to request feedback on our products and services, to inform future customer service and product improvements. If you are registering for a free trial, we will use the information to create a free trial account and to send occasional promotional emails and other marketing campaigns. You may opt out of promotional email messaging at any time as described in the Opt Out section below.

To create the teacher accounts, we require a full name, email address, class name, and a password security question. We also use the email address to send product updates and use recommendations, password recovery information, effectiveness and efficacy data, invitations to participate in surveys and research and more (messaging may not be available in all jurisdictions). An unsubscribe option is included in promotional messaging.

If a school or district uses and accesses individual accounts through any of the single sign on services that we support, we collect the information we use for the individual accounts function from the third party integrated service.

Student Information:

Students accounts can be created by the school, the district, or by the teachers, or the teacher can invite the students to create the accounts using a class code provided by the teacher. We collect students’ full name, class, graduation year/grade, username, password and security question(s). Students will be able to store their activities, quizzes, movies and other projects they’ve created and correspondences with their teachers within their individual accounts. We collect student’s voice-recording if they use the recording feature in Make-a-Movie®.

EXHIBIT “C”

DEFINITIONS

Contractor: For purposes of the Service Agreement, the term “Contractor” means Contractor of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. Within the DPA the term “Contractor” includes the term “Third Party Contractor” as used in the Student Data Protection Act and “Operator” as used in COPPA.

De-Identified Information (DII): De-Identification refers to the process by which the Contractor removes or obscures any Personally Identifiable Information (“PII”) from Education Records in a way that removes or minimizes the risk of disclosure of the identity of the individual and information about them.

Education Records: Educational Records are official records, files and data directly related to a student and maintained by the school or local education agency, including but not limited to, records encompassing all the material kept in the student’s cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs. For purposes of this DPA, Education Records are referred to as Student Data.

NIST: Draft National Institute of Standards and Technology (“NIST”) Special Publication Digital Authentication Guideline.

Personally Identifiable Information (PII): The terms “Personally Identifiable Information” or “PII” has the same meaning as that found in U.C.A § 53E-9-301, and includes both direct identifiers (such as a student’s or other family member’s name, address, student number, or biometric number) and indirect identifiers (such as a student’s date of birth, place of birth, or mother’s maiden name). Indirect identifiers that constitute PII also include metadata or other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty. For purposes of this DPA, Personally Identifiable Information shall include the categories of information listed in the definition of Student Data.

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

R277-487, Public School Data Confidentiality and Disclosure: The implementing Rule authorized by Utah Constitution Article X, Section 3, which vests general control and supervision over public education in the Board, and further authorizes the Board to make rules to establish student data protection standards for public education, pursuant to Subsection 53E-9-

302(1) of the Utah Student Data Protection Act.

Service Agreement: Refers to the [Contractor's Terms of Use and Privacy Policy as attached.](#) ~~Contract or Purchase Order to which this DPA supplements and modifies.~~ [In the event of any conflicts in the Contractor's Terms of Use and Privacy Policy and the Utah Student Data Privacy Agreement, the Utah Student Data Privacy Agreement takes precedence.](#)

School Official: For the purposes of this Agreement and pursuant to 34 CFR 99.31 (B), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (3) Is subject to 34 CFR 99.33(a) governing the use and re-disclosure of personally identifiable information from Education Records.

Student Data: Student Data means personally identifiable [student](#) information, whether gathered by Contractor or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, home address, telephone number, email address, or other information allowing online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information text messages, documents, student identifies, search activity, photos, voice recordings or geolocation information. Student Data shall constitute Education Records for the purposes of this Agreement, and for the purposes of Utah and federal laws and regulations. Student Data as specified in [Exhibit "B"](#) is confirmed to be collected or processed by the Contractor pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Contractor's services.

Subscribing LEA: An LEA that was not party to the original Services Agreement and who accepts the Contractor's General Offer of Privacy Terms.

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

Targeted Advertising: means presenting advertisements to a student where the advertisement is selected based on information obtained or inferred over time from that student's online behavior, usage of applications, or student data. Targeted advertising does not include advertising to a student (i) at an online location based upon that student's current visit to that location; or (ii) in response to that student's request for information or feedback, without retention of that student's online activities over time for the purpose of targeting subsequent ads.

Utah Student Data Protection Act (Utah Title 53E-9-301 through 53E-9-310): Means the applicable Utah regulations regarding student data, as further implemented by the Superintendent pursuant to R277-487.

EXHIBIT “D”

DIRECTIVE FOR DISPOSITION OF STUDENT DATA

Granite School District directs BrainPOP LLC to dispose of data obtained by Contractor pursuant to the terms of the Service Agreement between LEA and Contractor. The terms of the Disposition are set forth below:

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

Authorized Representative of LEA

Date

Verification of Disposition of Data
by Authorized Representative of Contractor

Date

EXHIBIT “E”

N/A

Privacy Policy

- We design and operate our technology and services with our users' protection and privacy in mind, and we make every effort to be transparent in our data collection and use practices.
- Our flagship education products include individual accounts that enable schools and parents to keep track of individual student learning and maintain control over their student data.
- We do not use student or children's personal information for advertising purposes, including targeted advertising.
- We do not rent or sell student data.
- BrainPOP uses industry standard protocol to ensure that student data is encrypted and transmitted securely from end to end and at rest.
- We limit the data collected from students or children to only that which is necessary to meet the educational purposes of BrainPOP.
- Districts, schools and homeschools are able to delete student personally identifiable information at any time.
- We are proud supporters of the **K-12 School Service Provider Pledge to Safeguard Student Privacy**. (<https://studentprivacypledge.org/privacy-pledge/>)
- We provide prominent notice to users and send out email notices to customers before making any material changes to our Privacy Policy.
- BrainPOP complies with the Children's Online Privacy Protection Act (COPPA).
- BrainPOP agrees to operate as a school official as the term is used in the Family Educational Rights and Privacy Act (FERPA), and operates at the direct control of our school and district customers with respect to our use and handling of their student records.

Privacy Questions? If you have questions or complaints regarding our privacy policy or practices, please contact us at privacy@brainpop.com (<mailto:privacy@brainpop.com>).

Privacy Policy

Last updated June 15th, 2020.

This privacy policy applies to all the BrainPOP and its affiliates ("BrainPOP") owned and operated websites and mobile applications (which we collectively refer to as "Services"). By accessing or using our Services, you agree to the terms of this Privacy Policy.

Definitions

For purposes of this policy, we will use the following definitions:

Personally Identifiable Information (PII) is information that can identify a user of the Services, including his or her e-mail, name, and address.

De-Identified Information is information from which personally identifiable components have been removed and a reasonable determination made that an individual is not identifiable.

Student Records are records that are directly related to a student and maintained by BrainPOP on behalf of a school or district subscriber.

What Type Of Information Do We Collect And Why?

Education Product Subscribers:

Information collected during the subscription process: During the registration process for any of our subscriptions, we ask the subscriber to provide us with a name, email address, school or district affiliation (when applicable), phone number, and billing information. We may also ask you to provide username and password. We use the information to create and service the account, fulfill the subscription and send you service-related announcements. For instance, we may send emails about routine maintenance, new feature launches or product recommendations related to your subscription. We may also use this contact information to request feedback on our products and services, to inform future customer service and product improvements. If you are registering for a free trial, we will use the information to create a free trial account and to send occasional promotional emails and other marketing campaigns. You may opt out of promotional email messaging at any time as described in the Opt Out section below.

BrainPOP At Schools:

Whether engaging with BrainPOP through a free trial or a paid subscription, schools or districts are required to appoint an administrator (“Administrator”), who is authorized by the school or the district to be responsible for the Students Records.

Each school or district Administrator has access to a dashboard that allows them to create, update, review, modify and delete individual accounts, and monitor logins within the individual accounts.

To create the teacher accounts, we require a full name, email address, class name, and a password security question. We also use the email address to send product updates and use recommendations, password recovery information, effectiveness and efficacy data, invitations to participate in surveys and research and more (messaging may not be available in all jurisdictions). An unsubscribe option is included in promotional messaging.

If a school or district uses and accesses individual accounts through any of the single sign on services that we support, we collect the information we use for the individual accounts function from the third party integrated service.

Students:

Students accounts can be created by the school, the district, or by the teachers, or the teacher can invite the students to create the accounts using a class code provided by the teacher. We collect students’ full name, class, graduation year/grade, username, password

and security question(s). Students will be able to store their activities, quizzes, movies and other projects they've created and correspondences with their teachers within their individual accounts. We collect student's voice-recording if they use the recording feature in Make-a-Movie®.

BrainPOP At Home:

To create a family subscription for home use, parents or legal guardians are asked to provide their full name, email address and other minimally required personal information.

For family subscriptions that permit individual accounts, we also ask parents or guardians for their children's name (first or full name, depending on product), graduation year/grade, username, password and security question(s), an avatar image, when applicable. We use this information to create the individual child accounts. Some of the family subscriptions allow children to store their activities, quizzes, movies and other projects they created, and badges or goals they have achieved, and the Homeschool subscription allows for children to correspond with the parent/guardian within the Services.

Parents or guardians subscribing to the family products will receive occasional emails with information about usage of the accounts, new features, product use recommendations, effectiveness and efficacy testing, backup schedules, survey and research participation invitation and more. An opt-out will be included at the bottom of promotional messaging.

Children Under Age 13:

In compliance with the Children's Online Privacy Protection Act (COPPA), BrainPOP does not collect personally identifiable information from children under 13, without a parent or guardian's consent, or that of a school if applicable. Parents and guardians of children under 13 who use any of the BrainPOP products have certain rights under COPPA and BrainPOP recognizes those rights. At any time, parents/guardians using a home product may request to review the personal information we collected from their child, request that we make no further use of that information or request that we delete it. To exercise your right to delete information, please use the contact information below. Parents/guardians of children using BrainPOP through a school account should contact their school to exercise their rights and we will work with the parent/guardian and school together to facilitate those requests.

A child's participation or access to an activity on BrainPOP cannot be conditioned on him or her providing more personal information than is reasonably necessary for that activity.

Connecting With BrainPOP:

Contact Information for newsletter and surveys: On BrainPOP Educators®, and other adult-facing pages of our Services, including pages that do not require log in, adult users may choose to sign up for newsletters, promotional offerings, or participation in surveys, all of which require contact information. The submitted contact information will be used for

promotional purposes, and you may opt-out at any time. An opt-out link or instructions on how to opt-out will be included at the bottom of such messages. Registration for newsletters, promotional offerings, and surveys participation are not intended for minors.

Information we collect when you contact us: When you send us messages through our system or by email or through other online platforms, we collect the information you provide, including your message and any contact information you include. We use and retain such information to respond to your request, facilitate support to you in the future and to optimize our support services. We will respond once to messages from children under age 13 and then we delete those messages and any personally identifiable information contained in them.

Feedback: Certain features we offer include an option to provide us with feedback. The feedback feature does not identify the user submitting it. If we receive personally identifiable information through a feedback form we take steps to immediately delete that information. We reserve the right to use feedback for any purpose with no obligation to you.

Applying for a job: all resumes submitted by applicants through our website are submitted through BambooHR. We will only use the information for the application process.

Information Collected Automatically

We automatically receive and record information on our server logs from a user's browser. This may include the IP address, pages of BrainPOP visited, the time spent on those pages, and access times and dates. We use this information to better display our Services, maintain a user's session, identify the country the user is located in, monitor, analyze use of and administer BrainPOP, and to better tailor it to your needs. We may also use this information to serve advertising to adult users.

To collect this information, we use technological tools including:

Cookies. A cookie is a small data file sent from a website or application and stored on your computer or device. Cookies allow us to recognize your browser when you return to BrainPOP, remember your login information, enable access to paid content and monitor potential account misuse. Cookies also allow us to better understand how you interact with BrainPOP and to monitor aggregated usage. You can set your browser to detect some cookies, to stop accepting cookies or to prompt you before accepting a cookie. Disabling our cookies will prevent access to paid content and limit some of the functionalities within our Services. To learn more about browser cookies, including how to manage or delete them, look in the Tools, Help or similar section of your web browser, or visit **allaboutcookies.org** (<http://www.allaboutcookies.org>).

Pixel Tags. A pixel tag (also known as a "clear GIF" or "web beacon") is a tiny image – typically just one-pixel – that we place in our marketing emails, newsletters, promotional offerings and surveys. We use pixel tags and line tracking to analyze the effectiveness of our marketing campaigns.

We use Google Analytics to assist us in collecting and assessing automatically collected information. For more information about Google Analytics, see **Google Analytics Terms of Service** (<https://policies.google.com/terms>) and the **Google Privacy Policy** (<https://policies.google.com/privacy>). You can prevent Google Analytics from collecting information about you and recognizing you on return visits to our Services by disabling cookies on your browser or by installing the Google Analytics opt-out plug in. Note that we are not responsible for Google's opt-out tools.

By using our Services, you agree to our use of these tracking technologies.

We do not track users across unaffiliated sites and services, however, when you use the Internet, unaffiliated parties such as ad networks, web analytics companies and social networking platforms may collect information about your online activities over time and across our and other websites. This information may be used to provide advertisements for products and services that may interest you, and those companies may use cookies, clear GIFs and other tracking technologies.

In addition, we and our third party partners may use tracking technologies to deliver targeted advertisements and marketing messages to adult users on our or unaffiliated websites and online services. We also occasionally source information about groups of adults to generate a "lookalike audience" or similar audience of prospective customers through advertising platforms. This allows us to target prospective customers with advertisements on their networks who appear to have shared interests or similar demographics to our existing customers, based on the platforms' own data. We do not have access to the identity of anybody in the lookalike audience, unless they choose to click on the ads, and this information is only used for customer prospecting.

To learn about interest-based advertising, "lookalike audiences" and how you can opt-out of these features, you may wish to visit the Network Advertising Initiative's online resources, at <http://www.networkadvertising.org/choices> (<http://www.networkadvertising.org/choices>), and/or the Digital Advertising Alliance (DAA) resources at <http://www.aboutads.info/choices> (<http://www.aboutads.info/choices>). Note that if you wish to opt out, you will need to do so separately for each of your devices and for each web browser you use. You may also manage certain advertising cookies by visiting the EU-based Your Online Choices at <http://www.youronlinechoices.eu/> (<http://www.youronlinechoices.eu/>). You may also be able to limit interest-based advertising through the settings on your mobile device by selecting "limit ad tracking" (iOS) or "opt-out of interest based ads" (Android). You may also be able to opt-out of some – but not all – interest-based ads served by mobile ad networks by visiting <http://youradchoices.com/appchoices> (<http://youradchoices.com/appchoices>) and downloading the mobile AppChoices app.

We also subscribe to various third parties' education market information and databases, for example databases of school contacts. We use this data to learn about the industry we serve, to improve our services and for direct marketing. Some third-parties may provide us

pseudonymized information about you (such as demographic information or sites where you have been shown ads) from offline and online sources that we may use to provide you more relevant and useful advertising.

Push notifications on mobile apps: Our adult users have the option to accept push notifications. If push notifications are accepted, we will store your previously provided name and email address in the push notification token. If you choose to receive push notifications, we will need to collect certain information about your device - such as operating system and user identification information - in order to ensure they are delivered properly. We also collect the user time zone, which is set on the device, to ensure that we send notifications at an appropriate time of the day. We do not combine this information with other PII. You may turn push notifications off at any time using your device controls.

How Long We Retain Personal Information:

Districts, schools and homeschools are able to delete student personally identifiable information at any time and in real time using the Administrator dashboard as mentioned above. Once that information is deleted, it is deleted from our servers – first from our servers and then, after two weeks later, from any back-up server. If information was not deleted by the school or the district before the subscription expired, we retain such information for a limited period of two years after expiration.

Student classroom accounts and the student identifiable information within them are automatically deleted after two years of inactivity - first from our server and then, two weeks later, from any back-up server. At that point it cannot be restored.

If your jurisdiction requires the deletion of student data within a shorter time period, or upon immediate termination of the subscription, you are required to delete such data using the Administrator dashboard as mentioned above or contact us for assistance at **info@brainpop.com (mailto:info@brainpop.com)**.

Districts and schools may request copies of their student personal information (which includes an CSV template file of names, classes and quiz scores), which shall be provided within four (4) weeks of the written request.

Individual accounts created on the BrainPOP Home subscription will automatically be deleted after three (3) months after the expiration of the subscription.

We will retain, use and share anonymous or aggregate and de-identified information for lawfully permissible purposes, including developing and improving educational products and services, educational research purposes, evaluating, informing and demonstrating the effectiveness and efficacy of our products and services.

How We Share Your Information

We may provide Personally Identifiable Information to our partners, business affiliates, and third party service providers who work for BrainPOP and operate some of its functionalities. These may include hosting, streaming, credit card processing services and companies that

provide marketing emails on our behalf. A current list of these third parties service providers is available to our subscribers upon request through **privacy@brainpop.com (mailto:privacy@brainpop.com)**. These third parties service providers are bound contractually to practice commercially reasonable security measures and to use your Personally Identifiable Information solely as it pertains to the provision of their services. They do not have the independent right to share your Personally Identifiable Information or use it for any unrelated purposes.

We reserve the right to disclose personally identifiable information if we are required to do so by law, or if we believe that disclosure is necessary to protect our rights, protect your safety or others' safety, investigate fraud, and/or comply with a judicial proceeding, court order, subpoena, or legal process.

We also reserve the right to transfer your Personally Identifiable Information in case of a corporate restructuring (such as a merger, acquisition or other disposition of our business), as long as the receiving entity adopts this Privacy Policy regarding your information.

We may share teachers', administrators' and parents' email addresses collected when registering to free trials with third parties business partners for marketing purposes when the individual has opted in to receive such communication. You may opt out of promotional messaging at any time as described in the Opt Out section below.

Security

We strive to maintain security policies and procedures that are designed to protect your information.

Our servers are located in a secured, locked, and monitored environment to prevent unauthorized entry or theft, and are protected by a firewall. The servers are located in a data center in the United States and backed up daily to a secure, U.S.-based, off-site data center.

We apply a Secure Sockets Layer (SSL or HTTPS) encrypting technology to encrypt data in transit between the server and the browser remains encrypted. We also encrypt the data at rest.

Governance policies and access controls are in place to ensure that the information of each district, school, or other subscriber is separated, and all subscribers can only access their own data.

Only limited BrainPOP personnel have access to the database, and personnel only access it when necessary to provide services. Personnel with access to Student Records pass criminal background checks and undergo periodic privacy training.

We follow standardized and documented procedures for coding, configuration management, patch installation, and change management for all applicable servers, and we have a third party audit our practices at least once a year.

While we strive to maintain industry-standard privacy and security practices, it should be noted that no industry system is fail proof, and we are not responsible for security incidents not reasonably foreseeable or reasonably within our control. In the event of unauthorized access to Personally Identifiable Information, we will notify the affected subscriber(s) in accordance with applicable law, and as appropriate, coordinate with the subscriber to support notification of affected individuals, students, and families.

Links To Third Party Sites

While using our Services, you may be referred to or linked from or to third party sites, such as educational partners whose games are included on our GameUp® portal. While we contractually require our third parties partners to adhere to our privacy policies, you should keep in mind that once you leave BrainPOP and visit a third party site, our privacy policy is no longer in effect. We are not responsible for information, content, terms of use, or privacy policies on these other sites. By browsing and interacting with any other website, you are subject to that website's own rules and policies. Please read those rules and policies carefully before proceeding. Please also keep in mind that you do have the option to block third party links. To do so, please contact our support team at **privacy@brainpop.com** (**<mailto:privacy@brainpop.com>**).

Social Networks:

Adult facing pages within our Services contain social network sharing plug ins or widgets. These plugins may provide information to their associated social networks or third-parties about your interactions with our web pages that you visit, even if you do not click on or otherwise interact with the plug-in or widget. Information is transmitted from your browser and may include an identifier assigned by the social network or third party, information about your browser type, operating system, device type, IP address, and the URL of the web page where widget appears. If you use social network tools or visit social networking websites, you should read their privacy disclosures, to learn what information they collect, use, and share. We are not responsible for information, content, terms of use, or privacy policies at these social networks or third party sites.

Opt Out

If you have subscribed to receive marketing messaging from us, or if you receive an unwanted email from us, you can opt-out of receiving future emails by clicking the opt-out link in the email or alternatively by sending an email to info@brainpop.com, with "Opt out" in the subject line. We will process your request within a reasonable time after receipt. Note that you will continue to receive operational emails regarding the products or services you are subscribed to.

For California Residents

As a California resident, you have certain rights regarding your personal information. These rights include:

- **Right to Know and Access Information:** You may request access to the personal information we maintain about you in the ordinary course of business. This may include what personal information we collect, use, or disclose about you. We may not fulfill some or all of your request to access as permitted by applicable law.
- **Right to Deletion:** You may request that we delete your personal information. Depending on the scope of your request, we may refrain from granting your request, as permitted by applicable law. For example, we may be legally required to retain your information in our business records.
- **Right to Opt Out of the Sale of Your Personal Information:** California law considers certain uses of personal information, such as sharing your personal information with a third party in order to serve ads to you to be a “sale.” We do not sell personal information of children or students. However we do engage in some marketing behavior with data from adults that would be considered a “sale” under California law. You may request to opt-out of that use of your information by using the methods provided below or via **this form. (<mailto:info@brainpop.com?subject=Do Not Sell My Info>)**

In order to prevent unauthorized access to your information, we are required by law to verify your identity before we may address your request.

To Exercise Your Rights

BrainPOP is used in schools at the direction of our Customers. In addition, we are obligated under FERPA to remain under the direct control of our Customers with respect to our use and maintenance of student personal information that is part of the education record. As such, if you use BrainPOP through a school account and wish to exercise your rights in respect to student personal information, please contact your education institution and we will work with them to facilitate your request.

All other BrainPOP users and visitors may exercise these rights by:

- Calling us at Toll free phone number: 866-54-BRAIN (866-542-7246)
- Emailing us at **info@brainpop.com** (**<mailto:info@brainpop.com>**)
- Visiting **<https://educators.brainpop.com/contact-us/contact-legal/>** (**<https://educators.brainpop.com/contact-us/contact-legal/>**)
- Or mailing us at BrainPOP, Attn: Legal Department, 71 W 23rd Street, 17th Floor, New York, NY 10010.

Your exercise of the above rights is subject to certain exemptions to safeguard the public interest and our interests. Requests to exercise these rights may be granted in whole, in part, or not at all, depending on the scope and nature of the request and applicable law. Where required by applicable law, we will notify you if and why we are unable to fulfill your request.

Non-discrimination: We shall not discriminate or otherwise penalize anyone for exercising their rights.

Categories of Personal information we collect	<ul style="list-style-type: none">• Identifiers such as a real name, unique personal identifier, online identifier, Internet Protocol address, email address, billing address, and phone number. Your name, address, phone number and billing information may also considered personal information under subdivision (e) of California Business and Professions Code Section 1798.80• Internet or other electronic network activity information regarding your interaction with BrainPOP• Geolocation information in the form of your country• Education information, defined as information that is not publicly available personally identifiable information as defined in the Family Educational Rights and Privacy Act (20 U.S.C. section 1232g, 34 C.F.R. Part 99). <p>For adult users, we also collect:</p> <ul style="list-style-type: none">• Commercial information, including records of products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.• Internet or other electronic network activity information, including, but not limited to, browsing history, search history, and information regarding a consumer’s interaction with an Internet Web site, application, or advertisement.
Categories of sources from which the Personal Information is collected	<ul style="list-style-type: none">• We collect Personal Information directly from the Customer, teacher and from student users.• We also collect Personal Information about adult users and customer prospects from third parties’ education market information and databases, for example databases of school contacts.• We collect this information directly from you, from our business partners and affiliates, from your browser or device when you visit our websites, or from third parties that you permit to share information with us.

Business or commercial purpose for collecting or selling Personal Information	<p>We collect your Personal Information to provide the services and for the following business purposes:</p> <ul style="list-style-type: none"> • Performing services in accordance with our contract with the Customer and the terms of use including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, and processing payments. • Detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity, and prosecuting those responsible for that activity. • Debugging to identify and repair errors that impair existing intended functionality. • Sending you product communications.
Categories of third parties with whom we share Personal Information	<p>We share personal information with service providers who support us in delivering the Services as described above.</p> <p>For our adult users, we also share personal information with "third parties" as the term is defined in CCPA for targeted marketing purposes.</p>
Specific pieces of Personal Information we have collected	<p>Education Products Subscribers:</p> <p>Administrators, educators and parents: full name, email address, phone number, username, password, security question, school, school address (or home if parents), classes associated with the account, IP address</p> <p>Students: full name, username, password, security question, school and classes associated with the account, graduation year/grade, voice recording (if using Make-a-Movie recording feature), IP address</p> <p>Connecting with BrainPOP: name, email address, other contact information, IP address</p> <p>Website visitors: IP address, pseudonymous end user identifiers</p>

Authorized Agent: California residents may use an authorized agent on their behalf to exercise a privacy right discussed above. If you are an authorized agent acting on behalf of a California resident to communicate with us or to exercise a privacy right discussed above, you must be able to demonstrate that you have the requisite authorization to act on behalf of the resident and have sufficient access to their laptop, desktop, or mobile device to exercise these rights digitally. If you are an authorized agent trying to exercise rights on behalf of a BrainPOP user, please contact the user's school or district with supporting verification information, which includes a valid Power of Attorney in the State of California, proof that you have access to the user's device, and proof of your own identity.

Using BrainPOP® Outside The US

If you are using the Services outside the United States, you consent to having your information and data transferred to the United States. If you are in any jurisdiction with laws or regulations governing internet use, including collection, use, and disclosure of personal data, different from those of the United States, you may only use the Services in a manner that is lawful in your jurisdiction. If your use of the Services may be unlawful in your jurisdiction, please do not use them. If your use of the individual accounts may be unlawful in your jurisdiction, please do not use it.

Using BrainPOP® From The EU

BrainPOP processes your information in one of two capacities, either: (i) as a Data Controller for our own internal business operations, such as sales, marketing, administration etc., or (ii) as a Data Processor when carrying out our Services for our school customers using individual accounts.

As a Data Controller, BrainPOP processes your personal data, in accordance with applicable law, for the following purposes:

- a. track your interaction with our emails we send, so we can see if they are working as intended;
- b. sending you marketing communications/placing marketing calls, in order to keep you informed of our products and services, which we consider may be of interest to you;
- c. to comply with applicable law, for example, in response to a request from a court or regulatory body, where such request is made in accordance with the law; and
- d. where necessary for the establishment, exercise or defence of legal claims, whether in court proceedings or in an administrative or out-of-court procedure; and
- e. offer our goods to you in a personalized way, for example, we may provide suggestions based on your personal data to enable you to identify suitable goods and services.

The bases for processing of your personal data for the purposes described above will include:

- you provided us with your consent;
- for BrainPOP's legitimate business interests as outlined in paragraphs a., b. (where this does not include B2C email or phone marketing communications), d. and e. above; or
- for compliance with a legal or statutory obligation to which BrainPOP is subject.

Your personal data will be retained as long as is reasonably necessary for the purposes listed above or as required by applicable local law. Retention periods can vary based on the type of information and how it is used.

What Are Your Rights Under the GDPR?

Parents/guardians of children using BrainPOP through a school account should contact their school to exercise their rights and we will work with the parent/guardian and school together to facilitate those requests.

When we are operating as a Controller, we provide you with certain rights related to your personal data. To exercise your rights, please contact us at **accessrequests@brainpop.com** (**<mailto:accessrequests@brainpop.com>**). We will respond to your request within a reasonable time frame.

Please note that the rules in your country may provide you with additional rights or may limit the rights noted below. In all cases, we will comply with the applicable laws.

Right of access

You may have the right to obtain confirmation about whether or we process your personal data, and when we do, to request access to that personal data. The access information includes the purposes of processing, the categories of personal data involved, and the recipients or categories of recipients to whom the personal data have been or will be disclosed. However, this is not an absolute right and the interests of other individuals may restrict your right of access.

You may have the right to obtain a copy of the personal data undergoing processing. For further copies requested by you, we may charge a reasonable fee based on administrative costs.

Right to rectification

You may have the right to rectify inaccurate personal data concerning you. Depending on the purposes of the processing, you may have the right to have incomplete personal data completed, including by means of providing a supplementary statement.

Right to erasure

Under certain circumstances, you may have the right to obtain from us the erasure of personal data concerning you and we may be obliged to erase that personal data.

Right to restriction of processing

Under certain circumstances, you may have the right to restrict processing your personal data. In this case, the respective data will be marked and may only be processed by us for certain purposes.

Right to data portability

Under certain circumstances, you may have the right to receive the personal data concerning you, which you have provided to us, in a structured, commonly used and machine-readable format and you may have the right to transmit those data to another entity without hindrance from us.

Right to object

Under certain circumstances, you may have the right to object, on grounds relating to your particular situation, or where Personal Data are processed for direct marketing purposes at any time to the processing of your Personal Data by us and we can be required to no longer process your Personal Data.

Moreover, if your Personal Data is processed for direct marketing purposes, you have the right to object at any time to the processing of Personal Data concerning you for such marketing, which includes profiling to the extent that it is related to such direct marketing. In this case your Personal Data will no longer be processed for such purposes by us.

If you have concerns or complaints you may have a right to lodge a complaint with a supervisory authority.

EU-US And Swiss-US Privacy Shield

BrainPOP LLC participates in and has certified its compliance with the EU-U.S. Privacy Shield Framework and Swiss-U.S. Privacy Shield Framework. BrainPOP is committed to subjecting all personal data received from European Union (EU) member countries, in reliance on the Privacy Shield Framework, to the Framework's applicable Principles. To learn more about the Privacy Shield Framework and to view our certification, visit the U.S. Department of Commerce's Privacy Shield website. **<https://www.privacyshield.gov/list>** (**<https://www.privacyshield.gov/list>**)

BrainPOP is responsible for the processing of personal data it receives, under the Privacy Shield Framework, and subsequently transfers it to a third party acting as an agent on its behalf. BrainPOP complies with the Privacy Shield Principles for all onward transfers of personal data from the EU and Switzerland, including the onward transfer liability provisions.

With respect to personal data received or transferred pursuant to the Privacy Shield Framework, BrainPOP's adherence to the Privacy Shield Framework is subject to the regulatory enforcement powers of the U.S. Federal Trade Commission. In certain situations, BrainPOP may be required to disclose personal data in response to lawful requests by public authorities, including requests to meet national security or law enforcement requirements.

Under certain conditions, more fully described on the Privacy Shield website **<https://www.privacyshield.gov>** (**<https://www.privacyshield.gov>**), you may invoke binding arbitration when other dispute resolution procedures have been exhausted.

Using BrainPOP® From Australia

We encourage schools in Australia to use our privacy notice (**https://www.brainpop.com/about/australia_notice** (**https://www.brainpop.com/about/australia_notice**)) to inform parents/guardians of our products and practices. This notice conforms to the notice requirements under the Australian Privacy Principles (APPs) 8 – cross-border disclosure of personal information.

Privacy question? If you have any questions, comments or complaints about our collection, use or disclosure of your information, or if you believe that we have not complied with this privacy policy or the Privacy Act 1988 (Cth), you can contact us at

accessrequests@brainpop.com (mailto:accessrequests@brainpop.com). If you are not satisfied with the outcome of our assessment of your complaint, you may wish to contact the Office of the Australian Information Commissioner.

Changes To Our Privacy Policy

Changes to this policy or any of the pages linked in this policy may be required in order to address changing technology and threats, changing laws, or as we release new or amended services. Should we make material changes to this Privacy Policy, we will provide notice and request your consent. In the event of any non-material changes, we will provide prominent notice as required by law. Posting the modified privacy policy on our Services and providing notice as stated above will give effect to the revised Privacy Policy. Your continued use of the Services constitutes your acceptance of any revised Privacy Policy. If you do not agree to the revised Privacy Policy, please refrain from using the Services and/or leave this website(s) or app(s).

Contact Information

If you have any questions or concerns about this Privacy Policy, please contact us by either:

- Email at **privacy@brainpop.com (mailto:privacy@brainpop.com)**
- Mail at BrainPOP, Attn: Legal Department, 71 W 23rd Street, 17th Floor, New York, NY 10010.
- Toll free phone number: 866-54-BRAIN (866-542-7246)
- Message through **here (https://educators.brainpop.com/contact-us/contact-legal/)**

If you wish to report a security breach, please contact us at **security@brainpop.com (mailto:security@brainpop.com)**.

Please click on this link to view the previous version of our Privacy Policy, in effect before June 15, 2020. (https://www.brainpop.com/about/privacy_policy_may2020/)

Translations

The Privacy Policy is also available in **Spanish**

(https://esp.brainpop.com/nosotros/politica-de-privacidad/), French

(https://fr.brainpop.com/about/politique_confidentialite/), and Mandarin

(https://go.brainpop.com/PrivacyPolicy/CN). Please note that the English version shall prevail in the case of any conflict between them.

Subscribe

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About

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Trademarks and Copyrights (<https://www.brainpop.com/about/trademarks/>) |

Accessibility (<https://www.brainpop.com/accessibility/>) |

Site Map (<https://www.brainpop.com/site-map/>) |

Do Not Sell My Personal Information (https://www.brainpop.com/about/privacy_policy/#california-residents)

Terms of Use

Last updated on June 15, 2020

Welcome to BrainPOP®!

The use of any of the BrainPOP and its affiliates (“BrainPOP”) owned and operated websites and/or mobile applications (Collectively referred to as “Services”), whether accessed via computer, mobile device or otherwise, is subject to these terms and conditions (“Terms of Use”). Your use of the Services constitutes your agreement to the Terms of Use, so please read them carefully. Additional terms and conditions may apply to some services offered on this Website if we post such terms within such services or if we signed a separate agreement with you for such services. Please contact **legal@brainpop.com** (**mailto:legal@brainpop.com**) if you have any questions about these Terms of Use.

MINORS: SOME PORTIONS OF THE SERVICES ARE NOT INTENDED FOR MINORS, INCLUDING BRAINPOP EDUCATORS, THE ABOUT BRAINPOP PAGE AND THE STORE. ALSO, REGISTERING AN ACCOUNT REQUIRES SUPERVISION OF A PARENT OR LEGAL GUARDIAN IF YOU ARE A MINOR.

EDUCATORS: IF YOU ARE AN EDUCATOR, WHETHER IN A PUBLIC OR PRIVATE SCHOOL OR EDUCATIONAL ORGANIZATION, THEN, YOU ARE REPRESENTING AND WARRANTING TO US THAT YOU ARE AUTHORIZED TO AGREE TO THESE TERMS OF USE ON BEHALF OF YOUR ORGANIZATION AND YOUR STUDENTS.

The services are operated by BrainPOP LLC and its related companies (“we,” “us”). If you have any questions concerning our Services or the respective operator(s), you may contact us at the following address:

BrainPOP

71 W 23rd St., 17th Fl.

New York, NY 10010

Phone: 212.574.6000

Email: **info@brainpop.com** (**mailto:info@brainpop.com**)

CHANGES TO OUR SERVICES

In our sole discretion and without prior notice or liability, we may discontinue, modify or alter any aspect of the Services and suspend, discontinue, delete, modify, or remove any content or functionality offered in the Services from time to time. In addition, in the future, we may charge users for certain content or functionality which may be presently available for free.

PRIVACY POLICY

Please review our **privacy policy** (https://www.brainpop.com/about/privacy_policy/) ("Privacy Policy"), which is incorporated into, and considered part of, these Terms of Use. The Privacy Policy explains our privacy practices for the Services. By visiting our Services, you also consent to our Privacy Policy, so please read them carefully.

OWNERSHIP

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THE CONTENT; SUBMISSION OF USER CONTENT AND USE OF OUR SERVICES

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USER CONTENT

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BrainPOP

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