

EXHIBIT D

DATA SHARING AND CONFIDENTIALITY AGREEMENT

INCLUDING PARENTS BILL OF RIGHTS FOR DATA SECURITY AND PRIVACY AND SUPPLEMENTAL INFORMATION ABOUT THE MLSA

1. Purpose

- (a) This Exhibit supplements the Master License and Service Agreement ("MLSA") to which it is attached, to ensure that the MLSA conforms to the requirements of New York State Education Law Section 2-d and any implementing Regulations of the Commissioner of Education (collectively referred to as "Section 2-d"). This Exhibit consists of the terms of this Data Sharing and Confidentiality Agreement, a copy of Erie 1 BOCES' Parents Bill of Rights for Data Security and Privacy signed by the Vendor, and the Supplemental Information about the MLSA that is required to be posted on Erie 1 BOCES' website.
- (b) To the extent that any terms contained within the MLSA, or any terms contained within any other Exhibits attached to and made a part of the MLSA, conflict with the terms of this Exhibit, the terms of this Exhibit will apply and be given effect. In the event that Vendor has online or written Terms of Service ("TOS") that would otherwise be applicable to its customers or users of its Product that is the subject of the MLSA, to the extent that any term of the TOS conflicts with the terms of this Exhibit, the terms of this Exhibit will apply and be given effect.

2. Definitions

Any capitalized term used within this Exhibit that is also found in the MLSA will have the same definition as contained within the MLSA.

In addition, as used in this Exhibit:

- (a) "Student Data" means personally identifiable information, as defined in Section 2-d, from student records that Vendor receives from a Participating Educational Agency pursuant to the MLSA.
- (b) "Teacher or Principal Data" means personally identifiable information relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of New York Education Law Sections 3012-c or 3012-d, that Vendor receives from a Participating Educational Agency pursuant to the MLSA.
- (c) "Protected Data" means Student Data and/or Teacher or Principal Data to the extent applicable to Vendor's Product.

- (d) "Participating Educational Agency" means a school district within New York State that purchases certain shared instructional technology services and software through a Cooperative Educational Services Agreement with a BOCES, and as a result is licensed to use Vendor's Product pursuant to the terms of the MLSA. For purposes of this Exhibit, the term also includes Erie 1 BOCES or another BOCES that is licensed to use Vendor's Product pursuant to the MLSA to support its own educational programs or operations.

3. Confidentiality of Protected Data

- (a) Vendor acknowledges that the Protected Data it receives pursuant to the MLSA may originate from several Participating Educational Agencies located across New York State, and that this Protected Data belongs to and is owned by the Participating Educational Agency from which it originates.
- (b) Vendor will maintain the confidentiality of the Protected Data it receives in accordance with federal and state law (including but not limited to Section 2-d) and Erie 1 BOCES's policy on data security and privacy. Vendor acknowledges that Erie 1 BOCES is obligated under Section 2-d to adopt a policy on data security and privacy.. Erie 1 BOCES will provide Vendor with a copy of its policy. Vendor and Erie 1 BOCES agree to engage in good faith negotiations to modify this Data Sharing Agreement to the extent necessary to ensure Vendor's continued compliance with Section 2-d.

4. Data Security and Privacy Plan

Vendor agrees that it will protect the confidentiality, privacy and security of the Protected Data received from Participating Educational Agencies in accordance with Erie 1 BOCES' Parents Bill of Rights for Data Privacy and Security, a copy of which has been signed by the Vendor and is set forth below.

Additional elements of Vendor's Data Security and Privacy Plan are as follows:

- (a) In order to implement all state, federal, and local data security and privacy requirements, including those contained within this Data Sharing and Confidentiality Agreement, consistent with Erie 1 BOCES' data security and privacy policy, Vendor will: Review its data security and privacy policy and practices to ensure that they are in conformance with all applicable federal, state, and local laws and the terms of this Data Sharing and Confidentiality Agreement. In the event Vendor's policy and practices are not in conformance, the Vendor will implement commercially reasonable efforts to ensure such compliance.
- (b) In order to protect the security, confidentiality and integrity of the Protected Data that it receives under the MLSA, Vendor will have the following reasonable administrative, technical, operational and physical safeguards and practices in place throughout the term of the MLSA: Elementari, LLC follows security industry best practices including limiting Protected Data, retaining data for the purposes of providing services and expiring them thereafter, and setting physical and technical procedures that are intended to protect the information we collect against accidental or unlawful destruction,

accidental loss, unauthorized alteration, unauthorized disclosure or access, misuse, and any other unlawful form of processing. All data is stored on Amazon Web Services (encryption at transit and at rest) and hosted in the USA (<https://aws.amazon.com/compliance/data-privacy-faq/>). Elementari has already signed off on NYS Ed Law 2D. Elementari is also a Student Privacy Pledge signatory, pledging to a commitment for the responsible collection and use of student data (<https://studentprivacypledge.org/>). Elementari, LLC's general privacy policy can be found attached (taken from <https://elementari.com/policy/privacy> on April 19, 2022).

- (c) Vendor will comply with all obligations set forth in Erie 1 BOCES' "Supplemental Information about the MLSA" below.
- (d) For any of its officers or employees (or officers or employees of any of its subcontractors or assignees) who have access to Protected Data, Vendor has provided or will provide training on the federal and state laws governing confidentiality of such data prior to their receiving access, as follows: Annually, Vendor will require that all of its employees (or officers or employees of any of its subcontractors or assignees) undergo data security and privacy training to ensure that these individuals are aware of and familiar with all applicable data security and privacy laws.
- (e) Vendor [*check one*] _____ will X will not utilize sub-contractors for the purpose of fulfilling one or more of its obligations under the MLSA. In the event that Vendor engages any subcontractors, assignees, or other authorized agents to perform its obligations under the MLSA, it will require such subcontractors, assignees, or other authorized agents to execute written agreements as more fully described in Erie 1 BOCES' "Supplemental Information about the MLSA," below.
- (f) Vendor will manage data security and privacy incidents that implicate Protected Data, including identifying breaches and unauthorized disclosures, and Vendor will provide prompt notification of any breaches or unauthorized disclosures of Protected Data in accordance with Section 6 of this Data Sharing and Confidentiality Agreement.
- (g) Vendor will implement procedures for the return, transition, deletion and/or destruction of Protected Data at such time that the MLSA is terminated or expires, as more fully described in Erie 1 BOCES' "Supplemental Information about the MLSA," below.

5. Additional Statutory and Regulatory Obligations

Vendor acknowledges that it has the following additional obligations with respect to any Protected Data received from Participating Educational Agencies, and that any failure to fulfill one or more of these statutory or regulatory obligations shall be a breach of the MLSA and the terms of this Data Sharing and Confidentiality Agreement:

- (a) Limit internal access to education records to those individuals that are determined to have legitimate educational interests within the meaning of Section 2-d and the Family Educational Rights and Privacy Act (FERPA).

- (b) Limit internal access to Protected Data to only those employees or subcontractors that need access in order to assist Vendor in fulfilling one or more of its obligations under the MLSA.
- (c) Not use education records for any purposes other than those explicitly authorized in this Data Sharing and Confidentiality Agreement.
- (d) Not disclose any personally identifiable information to any other party, except for authorized representatives of Vendor using the information to carry out Vendor's obligations under the MLSA, unless:
 - (i) the parent or eligible student has provided prior written consent; or
 - (ii) the disclosure is required by statute or court order and notice of the disclosure is provided to Participating Educational Agency no later than the time of disclosure, unless such notice is expressly prohibited by the statute or court order.
- (e) Maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of personally identifiable student information in its custody;
- (f) Use encryption technology that complies with Section 2-d, as more fully set forth in Erie 1 BOCES' "Supplemental Information about the MLSA," below.
- (g) Provide notification to Erie 1 BOCES (and Participating Educational Agencies, to the extent required by, and in accordance with, Section 6 of this Data Sharing and Confidentiality Agreement) of any breach of security resulting in an unauthorized release of Protected Data by Vendor or its assignees or subcontractors in violation of state or federal law or other obligations relating to data privacy and security contained herein.
- (h) Promptly reimburse Erie 1 BOCES, another BOCES, or a Participating School District for the full cost of notification, in the event they are required under Section 2-d to notify affected parents, students, teachers or principals of a breach or unauthorized release of Protected Data attributed to Vendor or its subcontractors or assignees.

6. Notification of Breach and Unauthorized Release

- (a) Vendor shall promptly notify Erie 1 BOCES of any breach or unauthorized release of Protected Data in the most expedient way possible and without unreasonable delay, but no more than seven (7) calendar days after Vendor has discovered or been informed of the breach or unauthorized release.
- (b) Vendor will provide such notification to Erie 1 BOCES by contacting Michelle Okal-Frink directly by email at mokal@e1b.org, or by calling (716) 821-7200 (office) or (716) 374-5460 (cell).
- (c) Vendor will cooperate with Erie 1 BOCES and provide as much information as possible directly to Michelle Okal-Frink or her designee about the incident, including but not limited to: a description of the incident, the date of the incident, the date Vendor

discovered or was informed of the incident, a description of the types of personally identifiable information involved, an estimate of the number of records affected, the Participating Educational Agencies affected, what the Vendor has done or plans to do to investigate the incident, stop the breach and mitigate any further unauthorized access or release of Protected Data, and contact information for Vendor representatives who can assist affected individuals that may have additional questions.

- (d) Vendor acknowledges that upon initial notification from Vendor, Erie 1 BOCES, as the educational agency with which Vendor contracts, has an obligation under Section 2-d to in turn notify the Chief Privacy Officer in the New York State Education Department ("CPO"). Vendor shall not provide this notification to the CPO directly. In the event the CPO contacts Vendor directly or requests more information from Vendor regarding the incident after having been initially informed of the incident by Erie 1 BOCES, Vendor will promptly inform Michelle Okal-Frink or her designees.
- (e) Vendor will consult directly with Michelle Okal-Frink or her designees prior to providing any further notice of the incident (written or otherwise) directly to any other BOCES or Regional Information Center, or any affected Participating Educational Agency.

EXHIBIT D (CONTINUED)

PARENTS BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

Erie 1 BOCES is committed to protecting the privacy and security of student, teacher, and principal data. In accordance with New York Education Law § 2-d, the BOCES wishes to inform the community of the following:

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

BY THE VENDOR:

Nicole Li

Signature
Nicole Li

Printed Name
Chief Executive Officer

Title
March 24, 2022

Date

EXHIBIT D (CONTINUED)

SUPPLEMENTAL INFORMATION

**ABOUT THE MASTER LICENSE AND SERVICE AGREEMENT
BETWEEN
ERIE 1 BOCES AND [ELEMENTARI, LLC]**

Erie 1 BOCES has entered into a Master License and Service Agreement ("MLSA") with [Elementari, LLC] which governs the availability to Participating Educational Agencies of the following Product(s):

[Elementari Software Licenses]

Pursuant to the MLSA, Participating Educational Agencies may provide to Vendor, and Vendor will receive, personally identifiable information about students, or teachers and principals, that is protected by Section 2-d of the New York State Education Law ("Protected Data").

Exclusive Purpose for which Protected Data will be Used: The exclusive purpose for which Vendor is being provided access to Protected Data is to provide Participating Educational Agencies with the functionality of the Product(s) listed above. Vendor agrees that it will not use the Protected Data for any other purposes not explicitly authorized in the MLSA. Protected Data received by Vendor, or any of Vendor's subcontractors, assignees, or other authorized agents, will not be sold, or released or used for any commercial or marketing purposes.

Oversight of Subcontractors: In the event that Vendor engages subcontractors, assignees, or other authorized agents to perform one or more of its obligations under the MLSA (including any hosting service provider), it will require those to whom it discloses Protected Data to execute legally binding agreements acknowledging the obligation under Section 2-d of the New York State Education Law to comply with the same data security and privacy standards required of Vendor under the MLSA and applicable state and federal law. Vendor will ensure that such subcontractors, assignees, or other authorized agents abide by the provisions of these agreements by: holding a training to review privacy policy and privacy standards required by the MSLA. Protected Data is **NOT** provided for contractors.

Duration of MLSA and Protected Data Upon Expiration:

- The MLSA commences on [March 24, 2022] and expires on [June 30, 2025].
- Upon expiration of the MLSA without renewal, or upon termination of the MLSA prior to expiration, Vendor will securely delete or otherwise destroy any and all Protected Data remaining in the possession of Vendor or its assignees or subcontractors or other authorized persons or entities to whom it has disclosed Protected Data. If requested by Erie 1 BOCES and/or any Participating Educational Agency, Vendor will assist a Participating Educational Agency in exporting all Protected Data previously received back to the Participating Educational Agency for its own use, prior to deletion, in such formats as may be requested by the Participating Educational Agency.

- In the event the Master Agreement is assigned to a successor Vendor (to the extent authorized by the Master Agreement), the Vendor will cooperate with Erie 1 BOCES as necessary to transition Protected Data to the successor Vendor prior to deletion.
- Neither Vendor nor any of its subcontractors or other authorized persons or entities to whom it has disclosed Protected Data will retain any Protected Data, copies, summaries or extracts of the Protected Data, or any de-identified Protected Data, on any storage medium whatsoever. Upon request, Vendor and/or its subcontractors or other authorized persons or entities to whom it has disclosed Protected Data, as applicable, will provide Erie 1 BOCES with a certification from an appropriate officer that these requirements have been satisfied in full.

Challenging Accuracy of Protected Data: Parents or eligible students can challenge the accuracy of any Protected Data provided by a Participating Educational Agency to Vendor, by contacting the student's district of residence regarding procedures for requesting amendment of education records under the Family Educational Rights and Privacy Act (FERPA). Teachers or principals may be able to challenge the accuracy of APPR data provided to Vendor by following the appeal process in their employing school district's applicable APPR Plan.

Data Storage and Security Protections: Any Protected Data Vendor receives will be stored on systems maintained by Vendor, or by a subcontractor under the direct control of Vendor, in a secure data center facility located within the United States. The measures that Vendor will take to protect Protected Data include adoption of technologies, safeguards and practices that align with the NIST Cybersecurity Framework and industry best practices including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection.

Encryption of Protected Data: Vendor (or, if applicable, its subcontractors) will protect Protected Data in its custody from unauthorized disclosure while in motion or at rest, using a technology or methodology specified by the secretary of the U.S. Department of HHS in guidance issued under Section 13402(H)(2) of P.L. 111-5.

Privacy Policy

This is the privacy policy of Elementari, LLC (we, us, our) and details what information we collect through our website (www.elementari.com) (the "Site"), how we use, process, and share it, and what we're doing to keep it safe. It also tells you about your rights and choices with respect to your information, and how you can contact us if you have any questions or concerns.. This policy applies to anyone who uses Elementari, whether by submitting illustrations or sounds, creating and using an account, or writing your story. Please read it carefully and if you are under 13, please ask a parent or guardian to read it for you.

Elementari is committed to protecting the privacy of our users and providing a safe, online environment for young writers, students, educators, and parents / legal guardians. In our commitment to protect the privacy of children, Elementari has taken the Student Privacy Pledge which commits us to policies and practices surrounding the collection, use, maintenance and disclosure of personal information from Students.

This Privacy Policy is written in compliance with important laws such as Children's Online Privacy Protection Act (COPPA), Family Education Rights and Privacy Act (FERPA) and General Data Protection Regulation (GDPR).

Who do we collect information from?

We may collect information from teachers, parents, family members, guardians and students who create an account with Elementari, upload content, or write content in the form of stories. We might also collect anonymous information about users before accounts are created or content is uploaded.

What personal information is collected about me?

Personal identifiable information (PII), as used in US privacy law and information security, is information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context.

Information you provide

Registering for an account

- In order to create and share stories, you need to make an account. During account creation, we ask you for a username and your email address (or your parent or guardian's email address if you are under 18 years old). We ask that you select a username that does not disclose your real name or other information that could identify you.

Profile Information

Accounts on Elementari have a public profile page and is visible to anyone who visits their profile page. The profile can contain the following information:

- Display name, location (country), bio, custom avatar image, custom banner image, and links to personal website/social media.
- Student accounts are limited in how they can edit their profile and can only put up location (country) and choose from a list of avatars. Custom avatar/banner upload, editable display name, bio, external links are not available.

Purchasing Membership

- When purchasing a subscription, we securely ask for (but do not store on our servers) your credit card information - all of our credit card transactions are processed by our payment provider, Stripe.

Educator Accounts

- When creating classroom, we ask for educators to provide a class name and grade level.
- Educators can create or change Student usernames and passwords.
- Educators have the option of adding Student first names and last name first initial.

User Generated Content

- Information in stories: We collect any information that you provide to us when you create Elementari stories (including unpublished stories). This data may include text or audio files which includes information about you. We do not allow using illustrations that are not approved by Elementari in stories.
- Profile information: When creating an account, you may opt to add information to your profile including a bio, country location, profile picture, banner image, and 3rd party links.
- Student accounts have additional privacy measures in place. Student accounts do not have the ability to upload their own images (for profile picture/banner image) or edit their profile information. Furthermore, all stories need teacher approval before they can be published to the public.

Communications

- If you contact us directly, we may receive additional information about you. For example, we may receive your name, email address, phone number, the contents of a message or attachments that you may send to us, and other information you choose to provide.

We will only collect the minimum data necessary to run and manage Elementari.

Personal Information We Collect Automatically From Your Use of the Site

When you use Elementari, we and our third-party service providers collect information about you and your device through automated means, such as [cookies](#) and web server logs. By using Elementari, you consent to the placement of cookies and similar technologies in your browser in accordance with this Privacy Policy. The information collected in this manner includes your IP address, network location, what browser you are using, device IDs and characteristics, operating system version, language preferences, referring URLs, and information about the usage of our site. We use this information, for example, to ensure that the site functions properly, to determine how many users have visited certain pages, or to prevent fraud. We use IP address information to derive your approximate location. We also work with analytics providers, see our list of 3rd party service providers here, which use cookies and similar technologies to collect and analyze information about use of the site and report on activities and trends. These services may also collect information about the use of other websites, apps, and online resources.

If you do not want information collected through the use of cookies, most browsers allow you to automatically decline cookies or be given the choice of declining or accepting the transfer to your computer of a particular cookie (or cookies) from a particular site. You may also wish to refer to <http://www.allaboutcookies.org/manage-cookies/index.html> . If, however, you do not accept cookies, you may experience some inconvenience in your use of Elementari.

Children

Generally

In the event that the Site or Service is used by individuals under the age of 13, Elementari will comply with the Children's Online Privacy Protection Act.

- We do not collect personal information from children under the age of 13 without prior consent of their parent or legal guardian .
- In order to become a Member, a child under 13 must provide a username, password and parent or legal guardian email address. We use that parent or legal guardian email address to request consent from the parent or legal guardian before allowing the child to register
- When a child under 13 registers for a student account, we rely on the school to provide consent on behalf of the parents or legal guardians.
- We limit PII as much as possible to still participate in our service (no email necessary for student accounts - just a username).
- We allow teachers and parents to review, delete, and manage their students' information through account settings or by emailing support@elementari.com.
- Student accounts will need their published stories to be moderated and approved by their teacher in order for their story to be read by the general public.

- We employ filters to prevent the communication of personal information and age-inappropriate words and phrases. In addition, we may employ live moderation and encourage other users to flag inappropriate communications.

Below is how we comply with different privacy laws.

COPPA (Children Online Privacy Protection Act)

When it comes to the collection of personal information from children under 13, the Children's Online Privacy Protection Act (COPPA) puts parents in control. The Federal Trade Commission, the nation's consumer protection agency, enforces the COPPA Rule, which spells out what operators of websites and online services must do to protect children's privacy and safety online.

We adhere to the following COPPA tenets:

- We will not require a child to disclose more information than is reasonably necessary to participate in our service.
- Teachers and parents can agree to the collection and use of their students' information, but still not allow disclosure to third parties.
- Teachers and parents can review, delete, and manage their students' information through account settings on our website or by emailing support@elementari.com.
- We notify teachers and parents directly before collecting PII from their children. This includes what specific information will be collected and how it might be disclosed, a link to our online privacy policy, and how teachers and parents can give their consent.
- Parents can give consent by creating accounts for their children and providing the minimum necessary personal information needed during that account creation.
- Student accounts for use in school settings can only be created with consent of a teacher.

FERPA

Our collection, use, and disclosure of student data is governed by this privacy policy, any other agreement with an educational agency, the provisions of the Family Educational Rights and Privacy Act (FERPA), COPPA, and applicable state laws which relate to the collection of student data. See the rest of this privacy policy for other details on the limited ways in which we handle student data.

SOPIPA

Elementari is compliant with SOPIPA, meeting, among others, these requirements. We:

1. do not use any data collected via the service to target ads to students;
2. do not create advertising profiles on students;
3. do not sell student information;
4. do not disclose personal information, unless required by law or as part of the maintenance and development of the service;
5. do use sound information security, including encryption of data and other industry-standard practices;
6. will delete data that we have collected from students in a school when the school or district requests it;
7. share information only with educational researchers or with educational agencies performing a function for the school;
8. innovate safely without compromising student privacy by only using de-identified and aggregated data to develop and improve the service.

How does the Elementari Team use my personal information?

Internal and Service-Related Usage

We use Personal Information for internal and Site-related purposes, including to operate, provide, and maintain the Site. We may use your personal information, such as email, with 3rd party services to make this possible. See our list of [3rd party services](#).

Analytics and Improving the Site

We and our service providers use Personal Information that we collect on the Site, such as your location and your activities on the Site, to monitor and analyze usage of the Site and to improve and enhance the Site. You can see our list of 3rd party services we use [here](#).

Communications

We may send emails to an email address you provide to us for customer-service or technical-support purposes, to send you information about topics or content that we think may interest you, or updates about the latest developments or features on the Site. We may also send a newsletter to the email address you provide to us if you subscribe to receive the newsletter.

Aggregate Data

We may de-identify and aggregate information collected through the Site for statistical analysis and other lawful purpose, including in research studies intended to improve our understanding of how people learn with Elementari.

Legal

We may use your Personal Information to enforce our [Terms of Use](#), to defend our legal rights, and to comply with our legal obligations and internal policies. We moderate all

content posted to Elementari, including unpublished stories. If you are located in the European Economic Area, we only process your Personal Information based on a valid legal ground, including when:

- You have consented to the use of your Personal Information, for example, to receive electronic marketing communications;
- We need your Personal Information to provide our services, including for account registration, to respond to your inquiries, or for customer support;
- We have a legal obligation to use your Personal Information; or
- We or a third party have a legitimate interest in using your Personal Information. In particular, we have a legitimate interest in using your Personal Information to personalize our services and provide you with tailored content, conduct business analytics, and otherwise improve the safety, security, and performance of our Site. We only rely on our or a third party's legitimate interests to process your Personal Information when these interests are not overridden by your rights and interests.

How Does Elementari Share my Personal Information?

We do not sell or trade your information, and do not otherwise transfer it except as described in this privacy notice.

We don't share your information except:

Third party service providers

We ensure that we only collect and share with our third-party service providers the minimal amount of information so that they can provide services to us in order to run the Service. In cases where we share student personal data with these third parties they will be obligated to comply with the commitments in this policy. We maintain a list of these [3rd party services](#).

With Your Consent

With your consent. We will share personal information with companies, organizations or individuals outside of Elementari when we have your consent to do so. We require opt-in consent for the sharing of any [sensitive personal information](#).

With our Partners

We may share aggregated information and non-identifying information that we collect with our partners – like schools and research institutions. For example, we may share information publicly to show trends about the general use of our services.

With the Public Through the Services

By default content (stories, illustrations, sounds) published through the Site and many actions (likes and comments) are shared with the public. Because this kind of

information can be seen by anyone and may be indexed by search engines, you should be careful about what you choose to disclose publicly and make sure it's information you want to share with everyone.

Legal Exception

If required to do so by law or in the good faith belief that such action is 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, such as school, school districts, and law enforcement, including public and government authorities outside your country of residence; (d) to enforce our terms and conditions; (e) to protect our operations or those of any of our affiliates; (f) to protect our rights, privacy, safety, or property, and/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.

Business Transfers

If Elementari is involved in a merger, acquisition or asset sale, we will continue to ensure the confidentiality of any personal information and give affected users notice before personal information is transferred or becomes subject to a different privacy policy. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end your contract with us within 30 days and if you do so, we will not transfer your data to that company.

All information collected through Elementari is stored on AWS and hosted in the USA.

For users within the EU, we comply with GDPR and the Privacy by Design principles that guide it, including minimal collection of personal data, deletion of personal data that are no longer necessary, securely restricted access to personal data, privacy as the default, and visibility and transparency. Our list of 3rd party service providers are also adhere to the privacy shield.

Your Rights and Choices

Updating and Your Information

You can update your password and email address through the Account Settings page. Regular users can optionally update their profile information including display name, profile picture, cover image, bio, and external links. Student accounts do not have these features to ensure privacy. You cannot change your username, but you can make a new account and manually remix your stories to the new account.

Deleting Your Information

We don't keep your information for longer than we need to for the purposes listed in this policy.

We will only keep your information for as long as your account is open and you can delete your account from your account settings page or by emailing us at support@elementari.com. Deleting your account will permanently remove your personal data, stories, and activity from our servers. If you are a contributing composer or illustrator, see our [Terms of Use](#) for how your assets will be processed upon account deletion.

Marketing Communications

If you decide at any time that you no longer wish to receive marketing communications from us, please follow the unsubscribe instructions provided in any of the communications. You may also opt out from receiving email from us by sending your request to us by email at support@elementari.com. Please be aware that, even after you opt out from receiving marketing communications from us, you may continue to receive administrative messages from us regarding the Site.

Your Data Protection Rights (EEA)

In certain jurisdictions, you have the right to request access and receive information about the Personal Information we maintain about you, to update and correct inaccuracies in your Personal Information, to restrict or object to the processing of your Personal Information, to have the information blocked, anonymized, or deleted, as appropriate, or to exercise your right to data portability to easily transfer your Personal Information to another company. Those rights may be limited in some circumstances by local law requirements. In addition to the above-mentioned rights, you also have the right to lodge a complaint with a competent supervisory authority subject to applicable law. Where required by law, we obtain your consent for the processing of certain Personal Information collected by cookies or similar technologies, or used to send you direct marketing communications, or when we carry out other processing activities for which consent may be required. If we rely on consent for the processing of your Personal Information, you have the right to withdraw it at any time and free of charge. When you do so, this will not affect the lawfulness of the processing before your consent withdrawal. To update your preferences, ask us to remove your information from our mailing lists, or submit a request to exercise your rights under applicable law, please contact us as specified in the "How to Contact Us" section below.

Data retention

Elementari will retain personal data we process on behalf of our Educators for as long as needed to provide services to our users. We retain your information for as long as your account is active or as needed to provide you services. We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

We do not typically delete or expire Stories as long as the Member maintains an active account with Elementari. There are some exceptions for student accounts:

Student Accounts:

- Educators may remove Student(s) from a class at any time with the options available through the Class Dashboard. Removing a student does not delete the account automatically. However, students will no longer be able to use the Service unless a parent or guardian email is associated with the account.
- Educators can also contact us to delete student accounts associated to their classroom at any time.

More specifically, Elementari will retain server log files for no more than 30 days, and will retain inactive, unpaid user accounts for no more than 24 months. This is because students using Elementari in subsequent years will still have access to the stories they have created during these future classes, to a maximum of 24 months.

Deleting an account deletes all associated data from our servers. Users can delete their account through their account settings page or by contacting us at support@elementari.com.

We may retain aggregated and anonymized data, whereby individual users are not identifiable. Personal identifying information cannot be reconstructed from the aggregate statistics. This data is used for the following purposes:

- For statistical purposes;
- For educational research;
- For marketing purposes related to Elementari; and
- For customer support purposes.

Security

Your personal information is contained behind secured networks and is only accessible by a limited number of persons who have special access rights to such systems, and are required to keep the information confidential. All financial transactions are processed through a secure gateway provider (Stripe), with no sensitive financial information stored or processed on our servers.

Your data is transmitted securely over SSL and stored in Amazon Web Services. Amazon Web Services participates in the EU-US Privacy Shield arrangement.

The Elementari Team has in place physical and technical procedures that are intended to protect the information we collect on the Elementari website against accidental or unlawful destruction, accidental loss, unauthorized alteration, unauthorized disclosure

or access, misuse, and any other unlawful form of processing of the Personal Information in our possession. However, no Internet transmission is completely secure, and we cannot guarantee that security breaches will not occur. Without limitation of the foregoing, we are not responsible for the actions of hackers and other unauthorized third parties that breach our reasonable security procedures.

Please notify us of any unauthorized use of your account or any suspected breach of security. Elementari will comply with all applicable laws in the event of an unauthorized disclosure of personal information.

Notifications of changes to the Privacy Policy

We review our security measures and Privacy Policy on a periodic basis, and we may modify our policies as appropriate. We will not reduce your rights under this policy, use your data for purposes not covered by it, or lessen the security of your data without your consent. If we make material changes, we will notify you through the Site or by sending you an email or other communication. We encourage you to review our Privacy Policy on a regular basis. The "Last Updated" date at the top of this page indicates when this Privacy Policy was last revised. Your continued use of the Site following these changes means that you accept the revised Privacy Policy. The most current version of the Policy will always be located at elementari.com/policy.

International Cross-Border Data Transfer

Elementari is based in the United States. Personal Information that we collect may be transferred to, and stored at, any of our affiliates, partners, or service providers which may be inside or outside the European Economic Area, including the United States. By submitting your personal data, you agree to such transfers.

What can I do to help protect my privacy?

Please do not share personal contact information (such as your name, physical address, email address, or phone number) in stories, comments, and your profile. Please let us know if you see this kind of information by using the "Report" link which appears on the page. It is also important that you maintain the security and control of your account credentials, and not share your password with anyone.

Contact Us

It is our goal to make our privacy practices easy to understand. Please contact us if you have questions, concerns or if you would like more detailed information.

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