

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 Instructional Technology Free Application RFP response ("RFP") to which it is attached, to ensure that the RFP 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 RFP that is required to be posted on Erie 1 BOCES' website.
- (b) To the extent that any terms contained within the RFP, or any terms contained within any other Exhibits attached to and made a part of the RFP response, 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 RFP, 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 RFP will have the same definition as contained within the RFP.

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 RFP.
- (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 RFP.
- (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 through a Cooperative Educational Services Agreement with a BOCES, and as a result is able to use Vendor's Product pursuant to the terms of the RFP. The term also includes Erie 1 BOCES or another BOCES that is licensed to use Vendor's Product pursuant to the RFP 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 RFP 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 and 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 RFP, Vendor will have the following reasonable administrative, technical, operational and physical safeguards and practices in place throughout the term of the RFP: **[Insert here – also provide a copy of vendor Data Security and Privacy Plan] See attached**
- (c) Vendor will comply with all obligations set forth in Erie 1 BOCES' "Supplemental Information about the RFP" 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 NASEF X will not utilize sub-contractors for the purpose of fulfilling one or more of its obligations under the RFP. In the event that Vendor engages any subcontractors, assignees, or other authorized agents to perform its obligations under the RFP, 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 RFP," 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 RFP 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 RFP 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 RFP.
- (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 RFP, 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.



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- (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 RFP," 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.



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- (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.



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EXHIBIT D (CONTINUED)

ERIE 1 BOCES

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:

Signature

Gerald Solomon

DocuSigned by:

Gerald Solomon

gerald solomon

Printed Name

Executive Director



Title

April 12, 2023 ^{4/21/2023}

Date

EXHIBIT D (CONTINUED)

Erie 1 BOCES has entered into an RFP with NASEF which governs the availability to Participating Educational Agencies of the following Product(s):

[List Product(s) from Vendor]

Free STEAM based curriculum as well as free esports competitions See www.nasef.org for details

Pursuant to the RFP response, 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 RFP. 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 RFP (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 RFP 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: NASEF does not use subcontractors or agents or assignees

Duration of the RFP and Protected Data Upon Expiration:

The RFP commences on April 12, 2023 and expires on June 30, 2026.

Upon expiration of the RFP without renewal, or upon termination of the RFP 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 RFP is assigned to a successor Vendor (to the extent authorized by the RFP 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.



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PRIVACY POLICY

Effective Date: **February 17, 2023**

CONSENT TO PRIVACY POLICY

By accessing this website or providing personal information to WWSEF (World Wide Scholastic Esports Foundation (dba NASEF), or any of their respective affiliates (collectively, the "**Federation**") by any means, you agree to the terms of this Privacy Policy.

PURPOSE

The Federation respects your privacy, and is committed to protecting your personal information from unauthorized use or disclosure.

This Privacy Policy describes how your personal information may be collected when you visit our website, access our services, enroll through our online application, or otherwise interact with the Federation. It describes how your personal information is used, disclosed to other parties, and the steps the Federation takes to protect it from unauthorized use or disclosure. Specific services might use or require different personal information practices than are described in this Privacy Policy.

PERSONAL INFORMATION

The Federation defines "**personal information**" to mean information that we directly associate with or use to identify you. Personal information may include your name, your parent/guardian's name(s), address, phone number, email address, IP address, age, date of birth, grade, gender, and other contact information or information for our mailing list, contact requests made, membership, school affiliation, or online registration. Our definition does not include "**aggregate personal information**," which is information that we collect about a group or category of persons or services, or "**de-identified**

information,” which is information from which we or our agents have removed any information that can be used to specifically identify a person. This Privacy Policy does not restrict or limit our collection or use of aggregate personal information or de-identified information.

COLLECTION OF PERSONAL INFORMATION

The Federation may collect your personal information through one or more of the following methods:

- Personal Information You Provide. The Federation may collect personal information when you provide personal information to our volunteers, register on our website, attend our events, sign up for our newsletter, donate to us, register to be a volunteer, contact us about a request to make contact, or email, call, or otherwise communicate with us. No personal information is gathered about you when you visit our website, unless you voluntarily provide information to us (through an information request or contacting us). For example, if you contact us regarding our clubs or events, we may request that you provide personal information that will enable us to respond to your inquiry. If you do not provide such information, we may not be able to respond to your inquiry, or the information we provide may be limited.
- Automatically Collected Personal Information. When you register for our clubs or events, transactional information such as the date of your registration, school, club, or event registration and your user information may be collected automatically. We treat all such automatically collected information as personal information if we combine it with or link it to other information that may identify you.
- Cookies, Web Beacons, and Similar Technologies. We may use cookies, web beacons, and similar technologies to manage our website and email messages, and we may collect information about your activities online at our website. We may link this information with other personal information about you. By continuing to visit our website, you agree to the placement of cookies on your device. If you choose not to accept

our cookies, we cannot guarantee that you will have access to the full experience of our website.

- Third Parties. The Federation is not a part of a third party tracking network and does not allow third parties to collect personally identifiable information about your online activities through our website. This Privacy Policy does not apply to, and we are not responsible for, the practices of third parties that collect your personal information. We encourage you to check the privacy policies of such third parties to learn about their practices with respect to the collection, use, disclosure, and protection of your personal information. We may interact with you through third party social media sites. You may share information publicly on these sites that we or other parties may view, and we may compile or share the information that you publicly share with us on these sites. These sites are not subject to our Terms of Use and Privacy Policy, so we encourage you to review each site's own terms of use and privacy policy.

OUR USE OF PERSONAL INFORMATION

The Federation may use your personal information for a variety of purposes, including:

- Keeping you up to date about our clubs;
- Letting you know about upcoming events;
- Keeping financial records for donors and sending receipts;
- Managing volunteers and staff;
- Providing requested support for clubs;
- Planning meetings and events;
- Responding to your comments, requests, and questions;
- Processing and completing your membership or event registration request;
- Attempting to contact you regarding website issues;
- Sending you technical notices, updates, security alerts, and support and administrative messages;
- Verifying your identity;

- Keeping a record of our interactions with you if you deal with our representatives over the telephone or online;
- Conducting statistical and demographic analysis;
- Keeping in touch with you;
- Preventing, investigating, or providing notice of fraud, unlawful or criminal activity, or unauthorized access to or use of personal information, our website or data systems, or to meet legal obligations;
- Protecting and defending the Federation and its affiliates against legal actions or claims;
- Satisfying contractual obligations;
- Evaluating your membership or event registration request;
- Cooperating with law enforcement or other government agencies for purposes of national security, public safety, or matters of public importance when we believe that disclosure of information is necessary or appropriate to protect the public interest or as otherwise required by law;
- Conducting market research, surveys, and similar inquiries to help us understand trends and member needs;
- Evaluating and improving your membership or event experience, online experience, or existing services, or to create new events;
- Monitoring and analyzing trends, usage, and activities; and
- Performing any other purpose disclosed elsewhere in this Privacy Policy.

When it is possible to do so, we may link personal information (such as your name or e-mail address) with non-personal information (such as the unique identifier associated with your computer or mobile device). We may also link personal information with other generally or publicly available information to help us identify your preferences or interests. The information we collect may also be merged with information available from other sources such as (1) companies that match email addresses with postal addresses and other information; and (2) our affiliates.

Our affiliates may also send you information. The Federation does not control the sending process or the content of the communications sent to you by

some such institutions. Please refer to the privacy policy of each respective affiliate for more information.

DISCLOSURE OF PERSONAL INFORMATION

The Federation may share your personal information internally among its affiliates. The Federation does not sell or rent your personal information to third parties in the ordinary course of its activities. Notwithstanding the foregoing, upon the occurrence of certain organizational transactions, your personal information may be disclosed or transferred as described under the caption "Certain Organizational Transfers" below. Our practices with respect to the disclosure of personal information are described below or as otherwise stated in this Privacy Policy.

- With Your Consent. We may disclose your personal information to third parties with your consent. You may give your consent in several ways, such as through a written agreement that you sign or acknowledge; an online method, such as a "click-through" agreement or registration page; an oral statement, such as by way of an interactive voice response or orally authorized consent during a phone call; or through the terms and conditions under which we provide you with membership or event requests. Sometimes, your consent may be implicit.
- Service Providers. We may disclose your personal information to third parties who complete transactions or perform services on our behalf or for your benefit. We may utilize the services of third parties to verify customer data, such as mailing addresses or to supplement other information we have collected. We may also contract with third parties to host a website, retain customer data, conduct market research, or send you information regarding our activities, or those of other companies with whom we conduct activities.
- Legal Process. We may disclose your personal information to legal or government regulatory authorities in response to their requests for such information or to assist in investigations of theft, fraud, or abuse. We may also disclose your personal information to third parties in connection with claims, disputes, or litigation, or if we determine its

disclosure is necessary in an emergency. This may include the disclosure of IP addresses, mobile device identifiers, or other information collected by us, with or without notice to you.

- Certain Organizational Transfers. Your personal information may be disclosed as part of an actual or proposed organizational transaction, such as a merger or dissolution of the Federation, and could be transferred to a third party as one of the organizational assets in such a transaction. It may also be disclosed in the event of insolvency, bankruptcy, or receivership.

INFORMATION PERTAINING TO CHILDREN

The Federation is the only operator of its website, and its contact information is listed in the "How to Contact Us" section below. The Federation does not knowingly or intentionally collect personal information from children under the age of 13, and has taken steps to avoid doing so through its website.

Accordingly, the Federation does not enable children to make their personal information publicly available, knowingly or intentionally use their information in any manner, or knowingly or intentionally disclose their information to anyone. If a child under the age of 13 has or may have provided personal information to the Federation, a parent or guardian may inform us of that fact by contacting us using one of the methods listed in the "How to Contact Us" section below, and we will then review our records and delete any such information from our database. If you are under the age of 13, **DO NOT** provide us with any personal information either directly or indirectly (e.g., by posting personal information on our website). Any personal information that we receive from a person whom we believe is under the age of 13 will be deleted.

Users under the age of 18 must have the consent of their parent(s) or adult guardian(s) to complete the Federation's online membership or event registration. Such users' parent(s) or adult guardian(s) must complete the "Parent/Guardian Signature" in order to complete the Federation's online application process.

ACCESS TO AND RETENTION OF PERSONAL INFORMATION

The Federation does not maintain all of your personal information in a form that you can access or update, and some items may not be changed, unless required by applicable law. Accordingly, we will determine and may limit what may be accessed and how, subject to applicable law, and we may keep a record of changes (including deletions) and disclose them for compliance or other lawful purposes. We keep your personal information for only as long as necessary for the fulfillment of the purposes for which it is collected (but in no event less than one year), and we reserve the right to retain it to the full extent not prohibited by law. Upon our confirmation of your identity, you may request confirmation that your membership or event registration is being processed, review your personal information that is readily accessible free of charge (provided that such request is not excessive or unfounded), or request that it be updated or corrected or its use limited by contacting the Federation's privacy officer using one of the methods listed under the "How to Contact Us" section below.

SECURITY OF PERSONAL INFORMATION

The Federation uses various physical, electronic, and procedural measures to protect your personal information from unauthorized disclosure or misuse. Only authorized employees of the Federation have access to our databases where your personal information is stored. We employ Secure Sockets Layer (SSL) and HTTP Secure (HTTPS) technology and other security measures to encrypt and securely transfer sensitive personal information you input during transmission. However, because no data security systems are completely secure, we do not warrant that any personal information that you provide to us will be secure or safe from unauthorized access. If you provide any personal information to us, you do so at your own risk. We also use certain third party services for storage and processing of personal information. You may contact our privacy officer at info@nasef.org for more information or to file a complaint.

LINKS TO OTHER WEBSITES

The Federation's website may contain links to websites operated by third parties. We may, from time to time, at our sole discretion, add or remove links to other websites. These links are provided solely as a convenience to you, and access to any such websites is at your own risk. Your dealings, communications with, or participation in activities with such websites (other than the Federation) and any terms, conditions, warranties, or representations associated with such dealings are solely between you and such third parties. When you visit their websites, they may collect information about your visit and use it to provide advertisements to you. This Privacy Policy does not apply to, and we are not responsible for, the practices of third parties that collect your personal information. Each of these linked websites may maintain its own policies about the collection, use, and protection of your personal information. We encourage you to check the privacy policies of such third parties to learn about their practices.

CHANGES TO THIS POLICY

The Federation reserves the right to modify this policy, including if our practices change. We will notify you of such changes by posting a modified version of this Privacy Policy on our website and indicating the date it was last modified. We encourage you to visit our website periodically to view the latest version of this Privacy Policy.

OPT-OUT CHOICES

The Federation's website does not respond to "do not track" signals or similar mechanisms. The Federation may send you email messages, newsletters, direct mail offers, or other communications regarding events or news, unless you specifically ask us not to do so when you enroll as a member or register for an event, access our website, or change your preferences by updating any accounts you may have with us. At any time, you may elect to discontinue receiving messages from the Federation by submitting an opt-out request to the Federation's privacy offer (see "How to Contact Us" below) or by following

the instructions in the form of the communication you received, as described below.

- Emails: To opt out of receiving email messages, use the unsubscribe link at the bottom of such email.
- Printed Materials: To opt out of receiving printed marketing materials at your postal address, such as letters, flyers, or postcards, contact us at info@nasef.org.
- Voice Messages and Texting: To opt out of receiving voice messages by telephone or text messages, you may follow the instructions stated in the pre-recorded voice message or contact us at info@nasef.org.

APPLICABLE LAW

Our website was created by and is controlled, operated, and administered by the World Wide Scholastic Esports Foundation, which is a Georgia non-profit corporation, or its agents from offices within the United States of America utilizing servers located in the United States of America. We make no representation that materials at our website are appropriate or available for transmission to or from, or use in, locations outside of the jurisdiction stated above, and accessing our website from any jurisdiction where our website's contents are illegal is prohibited. You may not use our website or export the materials in violation of import or export laws and regulations. If you access our website from a location outside of the United States, Canada, and Mexico, you are responsible for compliance with all local laws. Please note that the personal data you provide to us will be transferred to the United States. Whenever you submit any personal data to us, you consent to this transfer.

This Privacy Policy is in compliance with the Personal Information Protection and Electronic Documents Act (PIPEDA) of Canada and the Ley Federal de Protección de Datos Personales en Posesión de los Particulares (Federal Law on Protection of Personal Data Held by Individuals) (LFPDPPP) of Mexico.

Additionally, the applicable laws of the Federation may differ from the applicable laws of the United States. We do not express any opinion as to your

rights, privileges, and duties under such applicable laws, and we advise you to consult your own attorney on such matters.

CALIFORNIA PRIVACY RIGHTS

Because we value your privacy, we have taken the necessary precautions to **also** be in compliance with the California Online Privacy Protection Act and Shine the Light law. We therefore will not distribute your personal information to outside parties without your consent. This consent may be explicit or implicit. Please note that the California Shine the Light law does not cover all information sharing. Our disclosure only includes information covered by the law.

CANADA PRIVACY RIGHTS

The Federation's privacy officer is responsible for active compliance with PIPEDA. The Federation requires that any affiliate with which it shares the personal information of Canadian users (if any, as indicated above) also protect your personal information in a manner consistent with this Privacy Policy and to limit the use of such personal information to the performance of services for the Foundation. We gather your personal information for the purposes listed above and limit collection for such purposes. Once we no longer need your personal information, we destroy and/or erase such personal information in accordance with our retention policies listed above.

Canadian users have the right under PIPEDA to access and correct their personal information held by the Federation, subject to the terms of PIPEDA. Such users may request their personal information held by the Federation and request corrections thereto by submitting a request in writing to info@nasef.org.

MEXICO PRIVACY RIGHTS

The Federation is the entity responsible for protecting and processing your personal information. Pursuant to the provisions of Articles 36 and 37 of the LFPDPPP your personal data may be transferred to and/or shared with:

- Controller companies, subsidiaries, or affiliates under the common control of the Federation, or a parent company or any company in the same affiliate group that operates under the same internal processes and policies;
- When the transfer is necessary due to an existing contract or is in the owner's interest and is between the contracting party and a third party;
- When the transfer is necessary for maintenance or compliance with a legal relationship between the contracting party and the owner. It is important to note that the third parties to whom your personal data are transferred shall be bound by the same terms and conditions of this Privacy Policy and shall comply with the corresponding security and confidentiality measures. In any event, we hereby undertake not to transfer your personal data to third parties without your consent, unless we are required to do so in accordance with the provisions of Article 37 of the LFPDPPP, as well as carrying out this transfer under the terms of this law.

Article 28 of the LFPDPPP grants you four rights (the "**ARCO Rights**") to exercise:

- The owner has the right to access his/her personal data that are held by the responsible party and to be aware of the Privacy Policy and its purposes.
- The owner has the right to rectify his/her data in the event that they are inexact, incorrect, or outdated.
- The owner has the right to cancel his/her personal data when he/she considers that they are not being used to fulfill the purposes established in this Privacy Policy.
- The owner has the right to oppose the processing of his/her personal data in regard to any of the purposes established in this Privacy Policy.

Article 8 of the LFPDPPP provides for the possibility of revoking the consent granted for the processing of your personal data. To revoke this consent, you may request that we do so using the same mechanism and procedure for exercising the ARCO Rights provided for herein.

To exercise your ARCO Rights or your right to revoke the consent for the processing of your personal data, you are required to complete and send the EXERCISE OF ARCO RIGHTS FORM, which you can download [here], and submit it to the Federation at the following email address: info@nasef.org, or you can submit the form physically to the following address: 1428 Tugaloo Drive NE, Brookhaven, GA 30319 in writing and in Spanish, complying with the requirements set forth in Article 29 of the LFPDPPP. For more information, you can contact the Federation's privacy officer directly through the email address previously mentioned.

To justify exercising your ARCO Rights, you are required to verify the possession of your ARCO Rights or the representation with respect to the owner through a copy of your identification document and the presentation of the original for comparison purposes, or the instruments indicated in Article 89 of the LFPDPPP.

"Article 29.- The access, rectification, cancellation or opposition request must contain and accompany the following:

1. The name of the owner and address or other means of communicating to you the response to your request;
2. The documents verifying the identity or, where appropriate, the legal representation of the owner;
 - Clear and precise description of the personal data with regard to which you wish to exercise any of the aforementioned rights, and
1. Any other element or document that facilitates locating personal data."

The Federation will monitor your request for 20 business days starting from the receipt of said form or request, with complete documentation, in order to communicate to you the justification of the request. If the request is justified, the Federation will have 15 business days to enable you to exercise your ARCO right.

To ensure that you are able to limit the use and disclosure of your personal data, we offer you the option of registration in the Public Registry to avoid Advertising (Registro Público para Evitar Publicidad or REPEP, its acronym in

Spanish), of which the Federal Attorney's Office of the Consumer (Procuraduría Federal del Consumidor or PROFECO, its acronym in Spanish) is in charge, to ensure that your personal data are not used to receive promotions or advertising from goods or services companies. For more information about this registry, you may consult PROFECO's web portal or contact PROFECO directly.

HOW TO CONTACT US

Please contact us by mail or email if you have any questions, comments, or concerns about this Privacy Policy or privacy-related comments or questions:

Email: info@nasef.org

Mailing Address: 1428 Tugaloo Drive NE, Brookhaven, GA 30319