

Privacy Policy || Conjuguemos

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Conjuguemos Data and Privacy Policy

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Overview

This Data and Privacy Policy ("Privacy Policy" or the "Policy") explains:

- What information Conjuguemos collects from you, why we collect it and on which legal grounds such collection is based
- How we use and with whom we share that information.
- The choices you have, including how to access, update, delete and, where applicable, retrieve your information.
- This Policy applies to all products and services offered by Yegros Educational LLC, Inc. (this is the LLC that owns Conjuguemos, and hereinafter referred to as "Conjuguemos," "we," "us," "our"). We have done our best to write it in simple, clear terms, and we encourage you to read it carefully, together with any other privacy notice we may provide on specific occasions when we are collecting or processing personal information about you, so that you are aware of how and why we are using such information.

If you have any questions, we are here to help. To learn more about how we protect your privacy, send us an email at support@conjuguemos.com. BY USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU ACCEPT AND AGREE TO THIS PRIVACY POLICY.

Personal information is any information you provide to us that personally identifies you, like your name or email address, or any other information which we could reasonably link to your identity. We will only collect, use, and share your personal information in accordance with this Privacy Policy. This Policy applies whether you use Conjuguemos through Conjuguemos.com (the "Conjuguemos Website"), your school's Learning Management Systems (LMS) with which Conjuguemos has been integrated (e.g., Google Classroom, Canvas, etc.) or any of our other products or services that link to this Privacy Policy (collectively, the "Service"). In addition, this Privacy Policy also covers Conjuguemos's treatment of any personal information about our users that our partners or other services might share with us. This Policy does not apply to websites, services or practices of companies that Conjuguemos does not own or control, such as third-party services you

might access through links or other features (e.g., social media buttons; third-party integrations) on the Service. These other services have their own privacy policies, and we encourage you to review them before providing them with personal information. At the end of this Privacy Policy you will find a list with our third-party service providers and a link to their privacy policies, as well as an overview to how, why and under which conditions they might process your personal information.

What is Conjuguemos?

Conjuguemos is a simple, easy-to-use platform that helps teachers engage their students in the practice of a variety of “foreign” (non-English) languages. Conjuguemos offers vocabulary, grammar, and verb conjugation activities and games in the following languages: Spanish, French, Italian, Portuguese, German, and others. There are also listening activities for Spanish. The typical use of Conjuguemos is the following:

- Teacher creates a “set” in Conjuguemos. This set contains a vocabulary list, or a list of verbs to be conjugated in a certain tense. As soon as this set is created, Conjuguemos generates a range of activities that students can do with this set: graded practice, flashcards, crosswords, one-player games, multiplayer game, and more.
- Teachers assign this set to their students. When assigned, this set can be posted in an LMS, or shared with their students via a link or a game code.
- Students engage with the set in whatever way the teacher desires, and Conjuguemos collects their work so that teachers can view it instantly and see the accuracy and volume of the student responses. Conjuguemos also provides stats on “most common errors” and whether students are improving over time or not.

Students can create their own account, but can only tie that account to a class after they receive a unique code from their teacher. Teachers are also able to register students in a variety of ways (manually, by importing from GoogleClassroom, etc). If the school or teacher elects to utilize Conjuguemos with students under a specific age, the school will be responsible for obtaining any necessary parental consent under the applicable laws.

Personal information is any information you provide to us that personally identifies you, like your name or email address, or any other information which we could reasonably link to your identity. We will only collect, use, and share your personal information in accordance with this Privacy Policy. This Policy applies whether you use Conjuguemos through Conjuguemos.com (the “Conjuguemos Website”), your school's Learning Management Systems (LMS) with which Conjuguemos has been integrated (e.g., Google Classroom, Canvas, etc.) or any of our other products or services that link to this Privacy Policy (collectively, the “Service”). In addition, this Privacy Policy also covers Conjuguemos's treatment of any personal information about our users that our partners or other services might share with us. This Policy does not apply to websites, services or practices of companies that Conjuguemos does not own or control, such as third-party services you

might access through links or other features (e.g., social media buttons; third-party integrations) on the Service. These other services have their own privacy policies, and we encourage you to review them before providing them with personal information. At the end of this Privacy Policy you will find a list with our third-party service providers and a link to their privacy policies, as well as an overview to how, why and under which conditions they might process your personal information.

Conjuguemos Privacy Principles

What are Conjuguemos's principles when processing personal information?

In collecting and processing your personal information, we will comply with the data protection laws and regulations in force at the time. This requires that the personal information we hold about you must be:

- Used lawfully, fairly and in a transparent way.
- Collected only for valid purposes that we have clearly explained to you and not used in a way that is incompatible with those purposes.
- Relevant to the purposes we have told you about and limited only to those purposes.
- Accurate and kept up-to-date.
- Kept only as long as necessary for the purposes we have told you about.
- Kept securely.

Why does Conjuguemos collect personal information from its users and how is it used?

First and foremost, you should know that Conjuguemos does not sell or rent any of your, or your students' personal information. While Conjuguemos does not sell/rent personal information, however, non-premium users will see ads that are served via third-party companies. These third-party companies (such as GoogleAds) do collect information on visits. For users that choose to use the site on a free ("unpaid") basis, however, Conjuguemos will serve ads that are provided by a third-party ad company, **Users can opt-out of these ads by purchasing a premium feature to do so.** PLEASE READ THE SECTION BELOW "ADVERTISEMENTS" for more details on third-party ads in Conjuguemos.

We use the information we collect from you to provide the Service and offer the best Conjuguemos experience possible. Concretely, the personal information of students and teachers is collected and used for the following purposes:

- To create the necessary accounts to use the Service.
- To provide teachers with analytics on student progress.
- To help teachers connect with other teachers from the same school or district.

- To send email updates to teachers, as applicable (e.g., by responding to your requests for information or customer support, or by sending you information about new features and Conjuguemos products we believe you may be interested in).
- To send in-app and push notifications to users, if applicable (e.g., by letting students know if an assignment is due soon, or by notifying teachers when students have turned in their assignments).
- To assess the quality of the Service and improve it (e.g., by developing new products or features and improving your experience with the Service).
- To secure and safeguard personal information and our community.
- To access premium features, if applicable.
- To comply with applicable laws and regulations.

What are my rights when using Conjuguemos?

Your rights relating to your personal information include:

- to be informed about how Conjuguemos uses your personal information;
- to request access to personal information held by Conjuguemos, and to have any incorrect, inaccurate or incomplete personal information rectified;
- to have personal information erased where there is no compelling reason for its continued processing;

What are my responsibilities when using Conjuguemos?

We require that your personal information is accurate. Please let us know if the personal information you provided us for creating your account has changed. If we do not have the correct information, we cannot take responsibility for information-related errors.

What are Conjuguemos's commitments to providing transparency and choice?

We try to be transparent about what information we collect, so that you can make meaningful choices about how it is used. For example, you can:

- Opt-out of providing certain information.
- Control whom you share information with.
- Remove information from Conjuguemos.
- Retrieve information from Conjuguemos, if applicable.

Change of Purpose

We will only use your personal information for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason which is compatible with the original purpose. If we need to use your personal information for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

Contract Performance

When, as a teacher or school representative, or when acting on behalf of a company or other organization, you create a Conjuguemos account, you provide your first and last name and an email address. We require those data elements for you to enter into the [Terms of Service](#) agreement with us, and we process those elements on the basis of performing that contract.

Consent

If you are a teacher or school representative, or use the Service on behalf of a company or other organization, note that Conjuguemos provides its Service upon explicit consent given by you when signing up. Prior to signing up, we will direct you to our [Terms of Service](#) and this Privacy Policy. When signing up, you will be declaring to have read such policies and to consent to them. Remember, nonetheless, that you will be able to withdraw your consent at any time by deleting your account. You can delete your account at any time by writing to support@conjuguemos.com and asking to have your account deleted.

EDUCATIONAL INSTITUTIONS UTILIZING THE SERVICE ARE RESPONSIBLE FOR MONITORING THE RIGHTS AND INTERESTS OF THEIR STUDENTS AND MUST THEREFORE TAKE SPECIAL CARE WHEN REVIEWING THIS PRIVACY POLICY. EDUCATIONAL INSTITUTIONS SHALL BE RESPONSIBLE FOR OBTAINING, WHERE APPLICABLE, PERTINENT CONSENT FROM PARENTS, LEGAL GUARDIANS OR ELIGIBLE STUDENTS PRIOR TO UTILIZING THE SERVICE. Conjuguemos SHALL NOT BE RESPONSIBLE FOR ANY NEGLIGENCE OF THE EDUCATIONAL INSTITUTION IN THE REVIEWING OF THIS PRIVACY POLICY OR THE OBTAINMENT, WHERE APPLICABLE, OF THE NECESSARY PARENTAL CONSENT.

U.S. Educational Institutions and Parental Consent: Consistent with the requirements of COPPA, if you or your school decide to utilize the Service with children under 13, you will be electing to either obtain parental consent or to consent on behalf of the children's parents directly, which is commonly referred to as "School Consent." At the same time, yet subject to exceptions, FERPA prohibits schools from disclosing personally identifiable information from a student's education record to a third party without written consent from the parent or eligible student. Accordingly, schools must either obtain parental consent, or ensure that their use of Conjuguemos meets one of FERPA's exceptions to the written consent requirement. Typically, schools are exempted from obtaining parental consent under FERPA when Conjuguemos is identified as a "school official," meaning Conjuguemos is performing an institutional service or function for which the school would otherwise use its own employees.

European Educational Institutions and GDPR: According to article 8 of the GDPR, minors shall be entitled to give valid consent only if they are 16 years old (unless Member States have set a lower age limit which, nonetheless, cannot be under 13 years old). Under that age limit, processing of personal information related to minors shall be subject to parental consent. Schools are in control of their students' personal information and are obliged to take

all necessary measures for protecting said information. In terms of the GDPR, schools are data controllers and thus determine the purposes and means of the processing of student personal data. As a consequence, schools will also be responsible for informing students and their parents accordingly about what data is collected, which are the purposes of collection, how data is used and to which third parties it is disclosed, including Conjuguemos.

Protecting Our Students

What PII (Personal Identifiable Information) does Conjuguemos collect from children, and how is it used?

The totality of PII collected is:

- First and last name
- username
- Password
- Email (this is optional. Email is used for "reset password features")
- In-app performance (to be seen by teacher and student)

Teachers can choose to have their students interact with the site without having students provide any PII. This is done via the PLAY LIVE feature. When using the PLAY LIVE feature, students can access and use the Conjuguemos service without the need to create an account. In this modality, students may have to provide a nickname, and only responses will be collected and processed by the Service. However, this section explains what information Conjuguemos does collect when teachers choose to have their students register with the site.

Conjuguemos collects the minimal amount of information from students necessary to create accounts on our Service: we ask students to provide a unique username, a unique email, a password, their first and last name and a unique code they have been given by their teacher to join a class. Beyond this information, students can submit responses depending on the activities they are assigned, which will remain private between teacher and student. All this information will only be used for the purposes of the school/teacher. In addition, users that choose to use the site on a free ("unpaid") basis, Conjuguemos will serve ads that are provided by a third-party ad company, and these ads collect information on visits. Users can opt-out of these ads. PLEASE READ THE SECTION BELOW "ADVERTISEMENTS" for more details on third-party ads in Conjuguemos.

EDUCATIONAL INSTITUTIONS UTILIZING THE SERVICE ARE RESPONSIBLE FOR MONITORING THE RIGHTS AND INTERESTS OF THEIR STUDENTS AND MUST THEREFORE TAKE SPECIAL CARE WHEN REVIEWING THIS PRIVACY POLICY. EDUCATIONAL INSTITUTIONS SHALL BE RESPONSIBLE FOR OBTAINING, WHERE APPLICABLE, PERTINENT CONSENT FROM PARENTS, LEGAL GUARDIANS OR

ELIGIBLE STUDENTS PRIOR TO UTILIZING THE SERVICE. Conjuguemos SHALL NOT BE RESPONSIBLE FOR ANY NEGLIGENCE OF THE EDUCATIONAL INSTITUTION IN THE REVIEWING OF THIS PRIVACY POLICY OR THE OBTAINMENT, WHERE APPLICABLE, OF THE NECESSARY PARENTAL CONSENT.

We use this information to provide the Service to the child, for security and safety purposes, or as required by law or to enforce our Terms. We will not require children to provide more personal information than is reasonably necessary in order to participate in the Service. If we discover that we have collected information from a child in a manner inconsistent with COPPA, FERPA, GDPR, or any other applicable laws or regulations, we will take appropriate steps to delete the information. We do not disclose any personal information about children to third parties, except to service providers necessary to provide the Service, as permitted by law, or to protect the security of the Service or other users. Information collected from students (including personal information and information collected automatically) is never used or disclosed for third-party advertising, including any kind of first- or third-party behaviorally targeted advertising, and children's personal information is never sold or rented to anyone, including marketers or advertisers.

What children's information is visible to others?

No student's profile is made available or visible to the public, or to any other students, through Conjuguemos. Teachers may share their classes, including grades or scores, with other teachers they co-teach with in their school, to help them collaborate. If the teacher chooses to display Conjuguemos in their classroom, either by utilizing the PLAY LIVE feature of the Service or by projecting via a smartboard or interactive whiteboard, students physically present in that classroom may see other students' names, responses, comments or total scores.

EDUCATIONAL INSTITUTIONS AND TEACHERS SHALL MAKE A RESPONSIBLE USE OF THE SERVICE AND AVOID COMPROMISING CHILDREN'S PERSONAL INFORMATION AT ALL TIMES WHEN DISPLAYING Conjuguemos IN THE CLASSROOM. Conjuguemos SHALL NOT BE HELD LIABLE FOR THE INAPPROPRIATE USE OF THE SERVICE BY THE EDUCATIONAL INSTITUTION OR THE TEACHER.

How long does Conjuguemos keep children's information?

We only keep a child's personal information for as long as his or her student account is active, unless we are required by law to retain it, need it to ensure the security of our community or our Service, or to enforce our [Terms of Service](#):

- Minimal information: Consistent with the requirements of FERPA and COPPA in the United States and of GDPR in Europe, among other applicable laws, we only collect, use, share, and retain student personal information for purposes for which we were authorized by the educational institution/agency, teacher or the student.

- **Deleting inactive accounts:** If a student's account is inactive for eighteen (18) months or more (meaning the student has not used his or her account), Conjuguemos will automatically delete the student account, including all personal information provided by the student or collected by Conjuguemos from the student, as well as questions, responses or comments associated with the account. The mentioned eighteen (18) month term has been calculated in accordance with the estimated use of the Service, which usually coincides with an entire school year, plus an additional period of time in case teachers want to renew the use of the Service. If the day in which the account should be deleted does not exist in the corresponding month (e.g., last day of activity being the 30th of August and deletion programmed for February of the following year, which only has 28 or 29 days), deletion will be performed on the last day of the 18th month.
- **Request for deletion:** School officials may request deletion of student accounts at any time by reaching out to support@conjuguemos.com. Conjuguemos shall be entitled to require assistance and collaboration from the educational institution as reasonably necessary in order to appropriately attend the deletion request.

After deletion of the student's account Conjuguemos may retain copies and/or backups of the mentioned information for a maximum term of thirteen (13) months. Nevertheless, Conjuguemos shall not be responsible for the accidental loss or destruction of data on behalf of users. Conjuguemos will not be obliged to recover erased data stored in backups when erasure is attributable to users.

EDUCATIONAL INSTITUTIONS UTILIZING THE SERVICE ARE RESPONSIBLE FOR COMPLYING WITH THE RETENTION OF STUDENT EDUCATION RECORDS FOR AS LONG AS LEGALLY APPLICABLE. Conjuguemos SHALL NOT BE RESPONSIBLE FOR ERASURE OF STUDENT PROGRESS DUE TO ACCOUNT DELETION AFTER AN EXTENDED PERIOD OF INACTIVITY OR BECAUSE OF THE TEACHERS' VOLUNTARY ELECTION TO DELETE THEIR ACCOUNTS.

Parental Choices

Any parents that want copies of their children's personal information that we may have stored can contact their children's school personnel to that end. At any time, the school can also refuse to permit us to collect further personal information from its students, and can request that we delete the personal information we have collected from them by contacting us at support@conjuguemos.com. Please keep in mind that deleting records may require us to terminate the account in question. Also remember that before we can share the information with the school, or delete it per your request, we will, by reasonable means, proceed to verify the identity of the requester.

What information does Conjuguemos collect?

We collect the following types of information about you: (1) information that you voluntarily provide to us by using the Conjuguemos Service (described below under "Information you provide to us"); (2) information collected automatically as result of your use of the Service (described below under "Information collected automatically"); and (3) information obtained through third-party sources (further outlined in "Information Provided by Others"). The types and amounts of information collected will vary depending on whether the user is a teacher or student (e.g. we collect minimal information from students) and how they use Conjuguemos (e.g. if teachers join their school, we may need to collect school address information).

Information You Provide to Us

There are currently two categories of users on our Service: teachers and students. We collect and store the following types of information from each type of user:

- **Account Sign-up and Profile Information:** To create a Conjuguemos account as a teacher, you may be asked to provide some basic information such as your first and last name, email address, and chosen password. If you create a Conjuguemos account as a student, you will be asked to enter your first name, last name, username, password and email. Teacher profiles may be viewed by other teachers in the same school or when searching for it through Conjuguemos's search engine; however, no student profile is made available or visible to the general public through the functionality of our Service.
- **School Information and Collaboration Features:** If you are a teacher, as part of the profile information you provide, you will be asked to choose to associate your account with an existing school or you may enter a new school name and possibly your school's address if we do not have it already. By connecting you with your school, the Service may enable and provide additional collaboration features for teachers within the same school.
- **Class Information:** As a teacher you will need to enter the grade level (e.g., first grade) and subject. You will have the opportunity to change the names and passwords of the students in your class (these may or may not be the student's actual first and last names; it is entirely the teacher's choice what they enter here: for example, teachers could enter *John S*, *John*, *JS*, or *Student 23* to describe the same person). If a teacher opts to share the classes they set up on Conjuguemos with other teachers in their school, such as teachers they co-teach with, then those teachers can also see that class's information.
- **Responses, Grades and Feedback:** As a student, you write responses to questions which are always of the "fill-the-blank" variety. For example, Conjuguemos asks you how to say "cat" in Spanish, and you type "el gato." These responses can only be viewed by your teacher.
- **Billing Information:** When subscribing to any of our "Premium" options, you will be asked to provide necessary information for processing the payment (e.g., credit/debit card number). Payments are processed over Stripe or Paypal.

Our use of the information above is described below in the "How Does Conjuguemos Use the Information it Collects?" section.

Information Provided by Others

IT Admins administering the school's account will have the ability to invite teachers to Conjuguemos via email.

Information Collected Automatically

Like most web-based services, we (or our service providers) may automatically receive and log information on our server logs from your browser or your device when you use the Service. For example, this could include the frequency and duration of your visits to Conjuguemos (similar to TV ratings that indicate how many people watched a particular show). If you use Conjuguemos on different devices, we may link the information we collect from those different devices to help us provide a consistent Service across your different devices. If we combine any automatically-collected information with personal information, we will treat the combined information as personal information, and it will be protected as per this Privacy Policy.

The technologies and information we automatically collect include:

- **Cookies and Other Similar Technologies:** We (or our service providers) may use various technologies to collect and store information when you visit our Service, including clear GIFs (also known as "web beacons"), "tags", "scripts", and "cookies". We also make use of persistent secure cookies: a persistent cookie remains after you close your browser (although they can be removed) and may be used by your browser to identify you on subsequent visits to the Service. We may also use, collect and store information locally on your device using mechanisms such as browser web storage (including HTML 5). Like many services, Conjuguemos uses these technologies to tailor the Service for you, and to help the Service work better for you - for example, by remembering your language preferences.
- **Device Information:** We collect, through our third-party analytics services, device-specific information such as your operating system, hardware version, device settings, file and software names and types, battery and signal strength, and device identifiers. This helps us measure how the Service is performing, improve Conjuguemos for you on your particular device, and send you push notifications if you've opted in to receive them.

- **Log Information:** Like most online services, when you use our Service, we automatically collect and store certain information in our server logs. This information helps us make decisions about what we should work on next - for example, by showing which features are most (or least!) popular. Examples include:
 1. Details of how you used our service, such as your activity on the Service, and the frequency and duration of your visits to the Conjuguemos Website or Conjuguemos App
 2. IP Address.
 3. Device event information such as crashes, system activity, hardware settings, browser type, browser language, the date and time of your request and referral URL.
- **Learning Management System (LMS) Interfaces and other integrations:** When accessing Conjuguemos through your institution, company or organization's LMS (e.g., Google Classroom, Canvas or Moodle), or other collaborative services with which Conjuguemos may be integrated (e.g., Classlink), we may collect and process information related to this kind of use of the Service, such as your school user ID, your profile picture, information on the LMS interface and the LTI version used and/or your school domain name.

How long does Conjuguemos keep information about me?

We store your personal information for as long as it is necessary to provide products and Services to you and others, including those described above. As a general rule, if your account is inactive for eighteen (18) months or more (meaning you have not logged into your account during that time), Conjuguemos will automatically delete your account. Deletion will affect any on-going paid subscriptions, which will be immediately canceled. Following deletion, Conjuguemos may retain specific portions of data in the terms outlined in section "How can I delete my account?" of this Privacy Policy.

In addition to the policy above that applies to all users, we only keep a student's personal information while the student's account is active, unless we are required by law to retain it or need it to ensure the security of our community or our Service, or to enforce our Terms.

The Service may now or in the future include social media features, such as the Facebook Like button, and the Twitter Tweet button. These social media features may collect your IP address, which page you are visiting on our site, and may set a cookie to enable the feature to function properly. Social media features and widgets are either hosted by a third party or hosted directly on our website. Your interactions with these social media features are governed by the privacy policy of the company providing each social media feature. If you are not comfortable accessing such social media websites and using such social media features, please don't use them!

Advertising

Conjuguemos uses a third party advertising companies to serve ads when users visit our Service.

Why does Conjuguemos serve ads?

While Conjuguemos offers a Premium/Paid plan, the majority of our revenue comes from advertising. This is because the overwhelming majority of users of Conjuguemos use the site without logging in or creating accounts. For them, this is a free website. Advertising revenue allows us to keep our premium subscription plans affordably priced.

Can users opt out of being served ads?

Yes. When teachers/schools pay for a premium subscription, they can choose to purchase the “ad-free” add-on. Once purchased, this will remove all ads from any student or teacher associated with this paid school account. For more information, go to our [Pricing](#) page.

What information do these ads collect?

Ad companies may use information about your visits to this and other Websites in order to provide advertisements on this site and other sites about goods and services that may be of interest to you. If you would like more information about this practice and to know your choices about not having this information used by these companies, please go to www.networkadvertising.org/choices. If you live in the EU, please see www.youronlinechoices.com.

In the course of serving advertisements to this site, our third-party advertisers may place or recognize a unique "cookie" on your browser.

Security Measures

Will Conjuguemos share any information it collects?

As stated in previous sections Conjuguemos does not sell or rent your, or your students' personal information to any third party for any purpose. Furthermore, we do not share personal information with any third parties except in the limited circumstances described in this Privacy Policy:

- **Third-party Integrations on Our Service:** When, as a teacher, you use third-party apps, websites or other services that use, or are integrated with, our Service, they may receive information about the content you post or share. For example, when you invite others via Facebook or Twitter, these services receive the information that you share through this functionality, and that you are sharing it from Conjuguemos. Information collected by these apps, websites or integrated services is subject to their own terms and policies, and under no circumstances will Conjuguemos be responsible for any content that may be shared, retrieved, or developed as a consequence of using such integrations.
- **Service Providers:** We do work with vendors, service providers, and other partners to help us provide the Service by performing tasks on our behalf. We may need to share or provide information (including personal information) to them to help them perform specific business functions, for example sending emails on our behalf, database management services, database hosting, providing customer support software, and security. Generally, these service providers do not have the right to use your personal information we share with them beyond what is necessary to assist us. Additionally, these service providers must adhere to confidentiality and security obligations that are consistent with this Privacy Policy.
- **Distributors, Resellers and other Partners:** We may, now or in the future, work with distributors, resellers and other partners to assist in the commercialization and sale of our products in your country or region. In such cases, we may share information (e.g., contact information you submitted with your request for a quote) with them to provide you with appropriate assistance and/or services.
- **Testimonials:** We may post testimonials on our Service which may contain personal information such as the name, photo and/or a video of the individual in the testimonial. We obtain the individual's consent in advance to ensure we have permission to post this content publicly. To request removal of your personal information from our testimonials, please contact us at support@conjuguemos.com.
- **Analytics Services:** We use analytics services, including mobile analytics software, to help us understand and improve how the Service is being used. These services may collect, store and use information in order to help us understand things like how often you use the Service, the events that occur within the application, usage, performance data, and from where the application was downloaded.
- **Aggregated Information and Non-Identifying Information:** We may share aggregated, non-personally identifiable information publicly, including with users, partners or the press in order to, for example, demonstrate how Conjuguemos is used, spot industry trends, or to provide marketing materials for Conjuguemos. Any aggregated information shared this way will not contain any personal information.

- **Legal Requirements:** We may disclose personal information if we have a good faith belief that doing so is necessary to comply with the law, such as complying with a subpoena or other legal process. We may need to disclose personal information where, in good faith, we think it is necessary to protect the rights, property, or safety of Conjuguemos, our employees, our community, or others, or to prevent violations of our [Terms of Service](#) or other agreements. This includes, without limitation, exchanging information with other companies and organizations for fraud protection or responding to government requests.
- **Sharing with Conjuguemos Companies:** Over time, Conjuguemos may grow and reorganize. That is not the case right now, but you never know! We may share your personal information with affiliates such as a parent company, subsidiaries, joint venture partners or other companies that we control or that are under common control by us, in which case we will require those companies to agree to use your personal information in a way that is consistent with this Privacy Policy.
- **Change of Control:** In the event that all or a portion of Conjuguemos or its assets are acquired by or merged with a third party, personal information that we have collected from users would be one of the assets transferred to or acquired by that third party. This Privacy Policy will continue to apply to your information, and any acquirer would only be able to handle your personal information as per this policy (unless you give consent to a new policy). We will provide you with notice of an acquisition within thirty (30) days following the completion of such a transaction, by posting on our homepage, and by email to your email address that you provided to us. If you do not consent to the use of your personal information by such a successor company, you may request its deletion from the company. In the unlikely event that Conjuguemos goes out of business, or files for bankruptcy, we will protect your personal information, and will not sell it to any third party.
- **With your Consent:** Other than the cases above, we won't disclose your personal information for any purpose unless you consent to it. Additionally, as discussed above, we will never sell or rent your personal information to advertisers or other third parties.

Which are Conjuguemos's Third-Party Service Providers?

It is important to us that we keep your information safe and secure. To best provide our services, and keep your information safe, we work with a few other companies. These companies ("third-party service providers", "collaborators" or "agents") will only have access to the information they need to provide the Conjuguemos service.

Below is a list of the service providers which, subject to their [Terms of Service](#) and privacy policies as linked below, may have access to personal data of teachers and/or students, depending on the service and/or the context to process on our behalf in accordance with our instructions, Privacy Policy and any other requirements regarding confidentiality, security or integrity:

- Amazon Web Services (AWS) for hosting and managing Conjuguemos's infrastructure, and for product/service functionality support and improvement
- Google Services for analytics on our website ("Google Analytics")
- Mailgun for email processing.
- NewRelic for analytics on our websites.
- Paypal as a payment processing service.
- Stripe as a payment processing service.

This list may change over time, and we will work hard to keep it up-to-date. However, disclosure of your personal information to additional third parties or use of it for different purposes than those indicated in this Privacy Policy shall only be done after notifying you all necessary information on any key elements affecting the processing of your personal data, either by directly emailing you with it or by updating this Policy and giving appropriate notice of it. You will then have the right to exercise an 'opt out' choice if your personal information is about to be used and/or disclosed in a way that you believe is not consistent with this Policy.

How does Conjuguemos protect and secure my information?

Your Conjuguemos account is protected by a password. You can help us protect your account from unauthorized access by keeping your password secret at all times. The security of your personal information is important to us. We work hard to protect our community, and we maintain administrative, technical and physical safeguards designed to protect against unauthorized use, disclosure of or access to personal information, such as:

- Amazon Web Services (AWS) for hosting and managing Conjuguemos's infrastructure, and for product/service functionality support and improvement
- Security Protocols: We periodically review our information collection, storage and processing practices, including physical security measures, to protect against unauthorized access to systems.
- Security Technology: We continually develop and implement features to keep your personal information safe - for example, when you enter any information anywhere on the Service, we encrypt the transmission of that information using secure socket layer technology (SSL) by default.
- We ensure passwords are stored and transferred securely using encryption and salted hashing.

Below is a list of security measures that are provided by the Amazon Web Servers we use to store user data:

- Security Groups
- 2FA for network access
- Multiple availability zone deployments
- IAM policies for access control
- Cloudwatch for monitoring VPCs

- Minimal connectivity between VPCs
- Minimal connectivity for the public
- Hosting provider is AWS, which provides:
- Common IT security standards (SOC, FISMA, DOD CSM 1-5, PCI DSS Level 1, ISO 9001 / 27001 / 27017 / 27018)
- Physical and Environment security
- Storage Device Decommissioning
- Secure Network Architecture
- Secure Access Points
- Secure Transmission Protocols
- Network Monitoring and Protection
- Secure Design Principles
- VPC to VPC communication limited to minimal ports required
- VPCs limit port access
- Access only by VPN to non public resources
- Automated build management
- Least privilege access
- Leveraging AWS AMI for default server configuration
- Automated platform updates
- Role based platform access
- Code is maintained and updated regularly
- Code review process
- Encrypted data transmission and storage
- Passwords are encrypted at rest

How would Conjuguemos deal with a security breach?

Although we make concerted good faith efforts to maintain the security of personal information, and we work hard to ensure the integrity and security of our systems as per best industry standards, no practices are 100% immune, and we can't guarantee the security of information. Outages, attacks, human error, system failure, unauthorized use or other factors may compromise the security of user information at any time.

- Initial Notice: Upon the discovery of a security breach that results in the unauthorized release, disclosure or acquisition of personal information, we will notify electronically, no later than forty-eight (48) hours of such discovery to all affected users, schools and districts so that you can take appropriate protective steps. This initial notice will include, to the extent known at the time of the notification, the date and time of the breach, its nature and extent, and the Service's plan to investigate and remediate the breach. Schools and districts will also be provided with a list of students and employees whose data was released, disclosed or acquired.

- **Detailed Notification:** Upon discovery of a breach, we will conduct a deep investigation in order to electronically provide, no later than five (5) calendar days, all affected users, schools and districts with a more detailed notice of the breach, including but not limited to the date and time of the breach; nature and extent of the breach; and measures taken to ensure that such breach does not occur in the future. Schools and districts will also be provided with the name(s) of student(s) and employee(s) whose data was released, disclosed or acquired. We may also post a notice on our homepage (Conjuguemos.com) and, depending on where you live, you may have a legal right to receive notice of a security breach in writing. When it is not possible to provide all of the aforementioned information at the same time, we will provide you with the remaining information without undue further delay.

Both notifications will be written in plain language, will be titled “Notice of Data Breach” and will present the information described above under the following heading: “What Happened,” “What Information Was Involved,” “What We Are Doing,” “What You Can Do” and “For More Information”. Additional information may be provided as a supplement to the notice.

Managing My Information

How can I access and manage my personal information?

Upon request and in accordance with the applicable laws and regulations, we will grant you reasonable access to your personal information that is held by Conjuguemos. In addition, we will take reasonable steps to permit you to correct, amend, or delete your personal information that is demonstrated to be inaccurate, incomplete or processed in violation of this Privacy Policy. It is Conjuguemos's goal to provide you with easy access to any personal information we have collected about you. If that information is incorrect, we also want to make sure to give you easy ways to update it, or delete it, unless we have to keep that information for legal purposes.

- **Accessing Your Information:** To request access to the personal information we have about you on file, any school personnel can contact us at support@conjuguemos.com. In some cases, we will not be able to guarantee complete access due to legal restrictions; for example, you will not be allowed to access files that contain information about other users or information that is confidential to us. Furthermore, we may not be able to fulfill requests that are unreasonably repetitive, require disproportionate technical effort or would be extremely impractical.

- **Updating Your Information:** You may update, correct, or delete some of your profile information or your preferences at any time by logging into your account on Conjuguemos and accessing your Account Info page. You may also, at any time, update, correct, or delete certain personal information that you have provided to us. To that end, any school official can contact us at support@conjuguemos.com. Please note that while your changes may be reflected promptly in active content, users that have previously accessed the content may still have access to old copies cached on their device or may have copied and stored your content. In addition, we may retain a backup copy of the prior version for a limited period of time (maximum 13 months) or for legal purposes.
- **Limitations:** Without prejudice to the aforementioned, please note that we may limit or deny access to personal information (a) where the burden or expense of providing access would be disproportionate to the risks to your privacy; (b) where the legitimate rights of persons other than you would be violated or if necessary to safeguard important countervailing public interests (e.g., national security) or in other limited circumstances (e.g., disclosure would breach a legal privilege), and (c) where applicable law or regulatory requirements allow or require us to refuse to provide some or all of the personal information that we hold about you. In addition, the personal information may have been destroyed, erased or made anonymous in accordance with our record retention obligations and practices. In the event that we cannot provide you with access to your personal information, we will endeavor to inform you of the reasons why, subject to any legal or regulatory restrictions.

How can I delete my account?

If for some reason you ever want to delete your account, you may do so by contacting support@conjuguemos.com and requesting to have your account deleted.

When we delete your account, we delete any personal information that you provided in your profile (such as your name, username, password, email address, and profile photo) and depending on the category of the user you are (i.e., teacher or student), also questions, responses and comments. Please note that information that you have shared with others, that others have shared about you, or content other users may have copied and stored, is not part of your account and may not be deleted when you delete your account.

We may retain and use de-identified data (i.e., data which has been stripped off of all information that can be used to identify a person) for purposes of research, improvement of our products and services, and/or the development of new products and services. We may also have to retain some information after your account is deleted, to comply with legal obligations, to protect the safety and security of our community or our Service, or to prevent abuse of our Terms. Part of your personal information will also remain in our possession as a

copy or backup that is part of our disaster recovery storage system. However, such copies and backups will be kept for a maximum term of thirteen (13) months and they will neither be accessible to the public, nor used by Conjuguemos in the normal course of business.

Student Data Control by the School

Access to the Service by the students is subject to the obtaining of a specific code provided by the teacher. The school is, at the same time, responsible for its students' personal information and in control of student academic records. As a consequence, modification or deletion of student personal information that is part of or affects student academic records is subject to the school's discretion.

Conjuguemos SHALL NOT BE RESPONSIBLE FOR THE DELETION OF THE CLASS OR PART OF ITS CONTENT, OR FOR THE ERASURE OR DELETION OF STUDENT PROGRESS OR STUDENT ACCOUNTS, BY ANY OF THE TEACHERS PARTICIPATING IN THE CO-TEACHING CLASS.

Consumer Complaints

You may file a complaint concerning Conjuguemos's processing of your personal data via email support@conjuguemos.com

Transfers of Data to the United States

Conjuguemos is headquartered and hosted in the United States, as well as most of our service providers (see section Security Measures for further information on Conjuguemos's third-party service providers and the purpose of transfer and processing). Hence, personal data we collect from you will be processed in the United States.

The United States has not sought, nor received, a finding of “adequacy” from the European Union under Article 45 of the GDPR, and the Court of Justice of the European Union (CJEU) declared in its July 2020 Schrems II judgment the European Commission’s Privacy Shield Decision invalid on account of invasive U.S. surveillance programs, making data transfers under the Privacy Shield Framework unlawful. Conjuguemos relies on derogations for specific situations under Article 49 of the GDPR for performing transfers of data to the United States. In particular, Conjuguemos collects and transfers to the United States personal data, with your explicit consent, to perform a contract with you, and/or for reasons of public interest. The latter will apply in those instances where data is processed and logged for the purpose of protecting our community and other users’ personal information from unauthorized access, disclosure and/or manipulation (e.g., advanced attacks).

If your personal data is transferred outside the EU to other Conjuguemos affiliates or to third party service providers in the United States, we will take steps to ensure application of suitable safeguards to protect the privacy and security of your information, and to use it only

in consistency with your relationship with Conjuguemos. Please note, however, that the level of data protection in the United States is not equivalent to that in the EU. In particular, it is possible for United States government agencies to access your personal data based on statutory authorizations without you knowing about this. Additionally, there are no comparable options for legal enforcement of your rights in the United States.

Remember, your information is under your control and you may elect to stop using our Services at any time, and at your discretion. See section Conjuguemos Privacy Principles, item “What are my rights when using Conjuguemos?” for further detail on the rights that assist you.

California

California AB 1584

Regarding California AB 1584 (Buchanan) Privacy of Pupil Records: 3rd-Party Digital Storage & Education Software (Education Code section 49073.1), Conjuguemos will adhere to the following:

- Student records obtained by Conjuguemos from an educational institution continue to be the property of and under the control of the educational institution. The educational institution retains full ownership rights of the personal information and education records it provides to Conjuguemos.
- Conjuguemos users may retain possession and control of their own generated content by signing into and accessing their Conjuguemos account and deleting, where applicable, modifying or updating their information within Conjuguemos. Students have access to and control of their own information and student-generated content subject to the limitations imposed by the student’s teacher.
- Conjuguemos will not use any information in a student record for any purpose other than those required or specifically permitted by Conjuguemos's [Terms of Service](#) and Privacy Policy.
- Parents, legal guardians, or eligible students may review personally identifiable information in the student's records and correct erroneous information by contacting their educational institution. Additionally, Conjuguemos users may access, correct, update, or delete personal information in their profile by signing into Conjuguemos, accessing their Conjuguemos account, and making the appropriate changes.

- Conjuguemos is committed to maintaining the security and confidentiality of student records. Towards this end, we take the following actions: (a) we limit employee access to student data to only those employees with a need to such access to fulfill their job responsibilities; (b) we conduct background checks on our employees that may have access to student data; (c) we conduct regular employee privacy and data security training and education; and (d) we protect personal information with technical, contractual, administrative, and physical security safeguards in order to protect against unauthorized access, release or use.
- In the event of an unauthorized disclosure of a student's records, Conjuguemos will promptly notify users unless specifically directed not to provide such notification by law enforcement officials. Notification shall identify: (i) the date and nature of the unauthorized use or disclosure; (ii) the private data used or disclosed; (iii) a general description of what occurred including who made the unauthorized use or received the unauthorized disclosure; (iv) what Conjuguemos has done or shall do to mitigate any effect of the unauthorized use or disclosure; (v) what corrective action Conjuguemos has taken or shall take to prevent future similar unauthorized use or disclosure; and (vi) who at Conjuguemos the user can contact. Conjuguemos will keep the User fully informed until the incident is resolved.
- Conjuguemos will delete or de-identify personal information when it is no longer needed, upon expiration or termination of our agreement with an educational institution with any deletion or de-identification to be completed according to the terms of our agreement with the educational institution, or at the direction or request of the educational institution.
- Conjuguemos agrees to work with educational institutions to ensure compliance with FERPA and the Parties will ensure compliance by providing parents, legal guardians or eligible students with the ability to inspect and review student records and to correct any inaccuracies therein as described in statement (4) above.
- Conjuguemos prohibits using personally identifiable information in student records to engage in targeted advertising.

New York

New York Ed. Law § 2-D

In compliance with the requirements set forth in New York Education Law § 2-D, Conjuguemos shall incorporate a Data Privacy and Security Plan ("DPSP") to each contract or other written agreement it enters into with an educational agency from the State of New York. Such DPSP shall outline how all state, federal, and local data security and privacy contract requirements will be implemented over the life of the agreement, consistent with the educational agency's policy on data security and privacy. Such plan shall also include, but shall not be limited to, a signed copy of the parents bill of rights for data privacy and security, which shall be provided by the educational agency prior to the commencement of the

agreement, and a requirement that any officers or employees of Conjuguemos and its assignees who have access to student, teacher or principal data have received or will receive training on the federal and state law governing confidentiality of such data prior to receiving access.

In attention to the foregoing, Conjuguemos hereby commits to:

- (1) limit internal access to education records to those individuals that are determined to have legitimate educational interests (e.g., Conjuguemos employees or third-party service providers);
- (2) not use the education records for any other purposes than those explicitly authorized in the Agreement (i.e., our Terms of Service and this Privacy Policy);
- (3) except for authorized representatives of Conjuguemos to the extent they are carrying out the agreement, not disclose any personally identifiable information to any other party: (i) without the prior written consent of the parent or eligible student; or (ii) unless required by statute or court order and Conjuguemos provides a notice of the disclosure to the department, district board of education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;
- (4) maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable student information in its custody;
- (5) use encryption technology to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the secretary of the United States department of health and human services in guidance issued under Section 13402(H)(2) of Public Law 111-5; and
- (6) notify the educational agency, in the most expedient way possible and without unreasonable delay, of any breach of security resulting in an unauthorized release of student, teacher or principal data, as outlined in applicable State and Federal laws.