



EDCONNECTIVE PRIVACY POLICY

Updated: July 22, 2020

PLEASE READ THE FOLLOWING CAREFULLY.

This **PRIVACY POLICY** applies to and governs your use of and access to our on-line, interactive coaching platform located at <http://www.edconnective.com> and <http://www.edconnectiveapps.com> (the "Site"), including its components, features and software, documentation and whether accessed via an Internet browser, smartphone, tablet or other mobile device (the "System") for the purpose of conducting classroom observations (each an "Observation") and recording such Observations. This page explains how we collect, use your personal information and the limited conditions under which we may disclose it to others in relation to the Site and the related applications, services and products offered by EdConnective (collectively, the "**Services**"). By using the Site you agree that your use is subject to the terms of this Policy and you consent to the collection, use and storage of your information by EdConnective in accordance with this Privacy Policy.

We are committed to protecting our users' privacy. We will not make material changes to any policies or practices governing the use of a student's personal information that are inconsistent with our contractual requirements. **If you are not comfortable with using this web site in accordance with this Privacy Policy, please exit immediately.** EdConnective provides many services to teachers and school district officials. This Privacy Policy covers all of those uses. If you have questions or complaints regarding EdConnective Privacy Policy or associated practices, please contact us at legal@edconnective.io

1. Information we collect. We collect information to provide better Services to all of our users. We collect information in the following ways (collectively, "**Data**"). Information you give us when you use the Site; request information regarding our Services, access promotional materials published by EdConnective; or participate in other activities on EdConnective's Site. EdConnective collects minimal personal information to provide its Services. Personal Information means any information that may be used to identify you, such as, your name, title, phone number, email address, or mailing address. The personal information we collect may include name, physical address, telephone number, email address and other personal information that you choose to provide to us in exchange for certain optional functionality.

Information we get from your use of our Services We collect information about EdConnective Services that you use and how you use them. EdConnective collects your personal information to provide certain Services to you, for authorized educational/school purposes, or as authorized by the parent/student, the teacher or the educational institution/agency. This information includes:

Device information — We collect device-specific information (such as your hardware model, operating system version, unique device identifiers, and mobile network information including phone number).

Log information — When you use our Services or view content provided by EdConnective, we automatically collect and store certain information in server logs. This includes:

- Internet Protocol (IP) address.
- Device event information such as crashes, system activity, hardware settings, browser type, browser language, the date and time of your request and referral URL.
- Cookies that may uniquely identify your browser or your EdConnective account.

Location information — When you use EdConnective Services, we may collect and process information about your actual location using your IP address.

Unique application numbers — Certain EdConnective Services include a unique application number. This number and information about your installation (for example, the operating system type) may be sent to EdConnective when you install or uninstall that Service or when that Service periodically contacts our servers, such as for automatic updates.

Cookies and other tracking technologies — We use various technologies to collect and store information when you

use a EdConnective Service, and this may include using cookies or other tracking technologies (including web beacons, email pixels and script-based trackers) to identify your browser or device ("Website Navigational Information"). Website Navigational Information allows web applications to respond to you as an individual.

- We may use traffic log cookies to identify which pages are being used. This helps us analyze data about web page traffic and improve our website in order to tailor it to customer needs.
- Overall, cookies help us provide you with a better website, by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us.
- You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website.

2. RECORDING CONSENT NOTICE & FERPA COMPLIANCE The Family Educational Rights and Privacy Act (FERPA) is a federal law that was created to govern the protection of student records in all schools that receive funds from the U.S. Department of Education. Classroom observation videos are considered a student record and therefore will be governed by FERPA **unless students cannot be identified in the video** such as when videos are anonymized via features of a video sharing platform. Unless videos are anonymized, parental or eligible student consent, via an opt-out or opt-in form, must occur before videos of classroom instruction, where students are present, can be recorded. If students are identifiable, parents or eligible students have the right to access related videos upon request. Harvard's Best Foot Forward: Video Observation Toolkit provides an overview of best practices for video observation. These details are covered in [an excerpt from Harvard's Best Foot Forward: Video Observation Toolkit document](#).

- The Client is responsible for obtaining any applicable consent forms from the guardians of students of participants or from eligible students coached by EdConnective that relate to the recording of students.
- All recordings of classroom instruction are shared privately.
- All recordings of classroom instruction will remain strictly confidential and will only be seen by the Company personnel unless there is an extraordinary circumstance such as:
 - As part of criminal investigations or other matters deemed by the Program Manager to be sufficiently serious to authorize the access.
 - The parent of a student requests to see a video observation that their student is in, according to FERPA.
 - If an EdConnective instructional coach suspects child abuse or neglect, they must share with the Program Manager.

3. How we use your information We will process your Data only if it is legally permitted to do so, and more specifically in the circumstances described below.

Providing our Site and Services. EdConnective uses Data about EdConnective's customers to perform the Services requested and fulfill its obligations under applicable terms of use/service and for the use of its website; where you have not entered into a contract with EdConnective, we process your Data to operate and administer our Site and to provide you with the content you access and request. For example, to download content from our Site or if you fill out one of our web forms, EdConnective will use the information provided to contact you about your interest in the Services.

Managing user registrations. If you have registered for an account with us, we process your Data by managing your user account for the purpose of performing our contract with you according to applicable terms of service.

Promoting the security of our Site and Services. EdConnective processes your Data by tracking use of its Site and Services, creating aggregated, non-personal data, verifying accounts and activity, investigating suspicious activity and enforcing our terms and policies to promote the safety and security of the Services, systems and applications and to protect our rights and the rights of others. For example, we may check for license compliance validation using your user/login ID or other account details.

Developing and improving our Site and Services. We process your Data to analyze trends and to track your usage of and interactions with our Site and Services to develop and improve our Site and Services and provide our users with more relevant content and service offerings.

Handling contact and user support requests. If you fill out one of our web forms or request user support, or if you contact us by other means including via a phone call, we process your Data to perform our contract with you, fulfill your requests and communicate with you.

Reviewing compliance with applicable usage terms. We process your Data to review compliance with the applicable usage terms in our customer's contract and to ensure adherence to the relevant terms.

Assessing and improving user experience. EdConnective processes device and usage data as described in Section 1 above, which in some cases may be associated with your Data, in order to analyze trends, assess and improve the overall user experience and Service offering. In addition, EdConnective uses Website Navigational Information to operate and improve the Site. EdConnective may also use Website Navigational Information alone or in combination with Data about customers and Data about webinar attendees to provide personalized information about EdConnective. For additional information about the use of Website Navigational Information, please see Section 1 above.

Managing event registrations and attendance. EdConnective also uses Data about webinar attendees to plan and host corporate events, host online forums and social networks in which you have registered or that you may participate, including sending related communications to you, to perform our contract with you. Additional information on EdConnective's privacy practices with respect to Data about webinar attendees may be found in additional privacy statements on the event websites, as the case may be. EdConnective may also use Data about customers and webinar attendees for marketing purposes. For example, EdConnective may use information you provide to contact you to further discuss your interest in the Services and to send you information about EdConnective product recommendations related to our contract with you or your interest. EdConnective may also receive information about customers and attendees from other sources, including third parties from whom we have purchased data, and combine this information with Data we already have about you.

Managing contests or promotions. If you register for a contest or promotion, we process your Data to perform our contract with you. Some contests or promotions have additional rules containing information about how we will process your Data.

Assessing capacity requirements. EdConnective processes your Data to assess and ensure that it is meeting the capacity requirements of its Services.

Identifying customer opportunities. EdConnective processes your Data to assess potential new opportunities with customers to ensure that it is meeting the demands of its customers and their users' experiences.

Sending marketing communications. We will process your Data to send you marketing information, product recommendations and other non-transactional communications (e.g., marketing newsletters, telemarketing calls, SMS, or push notifications) about us and our partners, including information about our products, promotions or events. To the extent your consent is required and you have provided your prior consent, such consent can be withdrawn by you at any time without having to provide any specific reason for such withdrawal.

Managing payments. If you have provided financial information to us, EdConnective processes your Data to verify that information and to collect payments to the extent that doing so is necessary to complete the transaction and perform our contract with you.

Complying with legal obligations. We process your Data when cooperating with public and government authorities, courts or regulators in accordance with our legal obligations under applicable laws to the extent this requires the processing or disclosure of Data or is necessary to protect against misuse or abuse of our websites, to protect personal property or safety, to pursue remedies available to us and limit our damages, to comply with judicial proceedings, court orders or legal processes or to respond to lawful requests.

4. With whom we share your information Except as noted in this Privacy Policy, EdConnective will not sell or rent your personal information to third parties outside EdConnective without your permission. Note that subscribers that have super administrative (i.e. EdConnective administrative) rights can access all of the data for that account. Parties with whom we may share your information:

Business Partners. From time to time, EdConnective may partner with other companies to jointly offer products, services (such as technical and customer support) or programs (such as webinars or downloadable content) such as

our channel partners to fulfill product trials and information requests, and provide customers and prospective customers with information about EdConnective and its products. To do this, we may pass your information to them to the extent necessary for that purpose only, and they are prohibited from using that information for any other purpose. EdConnective does not share your Data with business partners for purpose of webinars or events, unless: (1) you specifically opt in to such sharing, such as via an event registration form; or (2) you attend a joint event by EdConnective and its business partner(s) and allow EdConnective or its business partner(s) to use your information. If you do not wish for your information to be shared in this manner, you may choose not to opt in for EdConnective events. If you choose to share your information with business partners in the manners described above, your information will be subject to the business partners' respective privacy statements. EdConnective sometimes hires vendor companies to provide limited services on our behalf, including packaging, mailing and delivering items, sending postal mail, providing technical support, and processing event registrations. We provide those companies only the information they need to deliver the service, and they are prohibited from using that information for any other purpose. **Our Business Partners will be given access to your information as is reasonably necessary to provide the Service under reasonable confidentiality terms.**

Your Request. We may share certain information pursuant to a request made by you. On occasion when EdConnective transfers personal information to one of those third parties for purposes of responding to a request from you, that third party may need to furnish the information to an unaffiliated party for further assistance. BY USING THE EDCONNECTIVE SITE AND PROVIDING US WITH YOUR PERSONAL DATA, YOU CONSENT TO THIS TRANSFER OF YOUR PERSONAL DATA TO SUCH THIRD PARTY TO SUPPORT THE AUTHORIZED EDUCATIONAL/SCHOOL PURPOSES OR AS AUTHORIZED BY THE PARENT/STUDENT.

Compelled Disclosure. EdConnective may also disclose your personal information if required to do so by law or, to the extent permitted by applicable law, as necessary in connection with a sale, merger, transfer, exchange or other disposition (whether of assets, stock or otherwise) of all or a portion of a business of EdConnective and/or its subsidiaries or to (1) conform to legal requirements or comply with legal process served on EdConnective or this Site; (2) protect and defend the rights or property of EdConnective and this Site; (3) enforce its agreements with you, or (4) act in urgent circumstances to protect personal safety or the public. In individual instances, EdConnective may also share with professional advisers acting as processors or joint controllers including lawyers, bankers, auditors and insurers based in countries in which we operate who provide consultancy, banking, legal, insurance and accounting services, and to the extent we are legally obliged to share or have a legitimate interest in sharing your Data.

Third Parties. Section 1 of this Privacy Policy, Website Navigational Information, specifically addresses the information we or third parties collect through cookies and other tracking technologies, and how you can control tracking through your web browser. We may also disclose your personal information to any third party with your prior consent. Note that EdConnective will not use or disclose the information collected for behavioral targeting of advertisements to students.

Service Providers. EdConnective may share Data about EdConnective Site visitors, customers and webinar attendees with EdConnective's contracted service providers so that these service providers can provide services on our behalf. These service providers are authorized to use your personal information only as necessary to provide the requested services to us. Without limiting the foregoing, EdConnective may also share Data about EdConnective Site visitors, customers and webinar attendees with EdConnective's service providers to ensure the quality of information provided, and with third-party social networking and media websites, such as Facebook, for marketing and advertising on those websites. Unless described in this Privacy Policy and with your consent, EdConnective does not share, sell, rent, or trade any information with third parties for their promotional purposes.

Billing. EdConnective uses a third-party service provider to manage credit card processing. This service provider is not permitted to store, retain, or use billing information except for the sole purpose of credit card processing on EdConnective's behalf.

Merger or Acquisition. In addition, if EdConnective sell or otherwise transfer part or the whole of EdConnective or our assets to another organization (for example, in the course of a transaction like a sale, merger, acquisition, bankruptcy, dissolution, liquidation), your information such as name and email address and any other information collected through the Service may be among the items sold or transferred. The buyer or transferee will have to honor the commitments we have made in this Privacy Policy.

5. How long we keep your information EdConnective or its Service Providers may retain information (including your profile information) collected for the time period required to support the authorized educational/school purposes, or as authorized by the parent/student. After the termination or deactivation of your account, EdConnective may retain your information for a commercially reasonable time for audit purposes or as required by applicable law. We

determine the appropriate retention period for the Data on the basis of the amount, nature and sensitivity of your Data processed, the potential risk of harm from unauthorized use or disclosure of your Data and whether we can achieve the purposes of the processing through other means, as well as on the basis of applicable legal requirements (such as applicable statutes of limitation). When you decide to delete certain information in your account, we will fulfill your request and update this information on our platform. We will also notify third parties that we have authorized you to use that information of your request. Note that EdConnective may permanently delete personal information after the termination or deactivation of your account. Account data, when deleted, cannot be recovered.

6. Your feedback We are open to suggestions and feedback, but we are not under any obligation to compensate you for doing so, or acknowledge to the public in any way that a suggestion or idea came from you.

7. Security We are committed to ensuring that your information is secure. In order to prevent unauthorized access or disclosure we have put in place industry-recognized security safeguards coupled with carefully developed physical, electronic and managerial security procedures to safeguard and secure the information we collect online. Please note that while we have implemented industry standard security mechanisms and procedures to protect data from loss, misuse and unauthorized access, disclosure, alteration and destruction, no method of storage or transmission is 100% secure. You are solely responsible for protecting your password, limiting access to your devices and signing out of websites after your sessions. We are not responsible for the breach by third parties of the safeguards we put in place to protect the privacy of your data.

8. How to Exercise Your Rights To exercise your rights, please contact us by using the information in Section 12 below ("Contacting us"). We try to respond to all legitimate requests as soon as possible and will contact you if we need additional information from you in order to honor your request. If you are an employee of an EdConnective customer, we recommend you contact your company's system administrator for assistance in correcting or updating your information. Some registered users may update their user settings, profiles, organization settings and event registrations by logging into their accounts and editing their settings or profiles.

As described above, we may also process Data submitted by or for a customer to our cloud products and Services. To this end, if not stated otherwise in this Privacy Policy or in a separate disclosure, we process such Data in the role of a processor on behalf of a customer who is the responsible controller of the Data concerned. We are not responsible for and have no control over the privacy and data security practices of our customers, which may differ from those set forth in this Privacy Policy. If your data has been submitted to us by or on behalf an EdConnective customer and you wish to exercise any rights you may have under applicable data protection laws, please submit an inquiry with the applicable customer directly. Because we may only access a customer's data upon instruction from that customer, if you wish to make your request directly to us, please provide to us the name of the EdConnective customer who submitted your data to us. We will refer your request to that customer, and will support them as needed in responding to your request within a reasonable timeframe.

9. Links to other websites EdConnective's Site may contain links to enable you to visit other websites of interest easily. However, once you have used these links to leave our Site, you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information, which you provide while visiting such sites and such sites are not governed by this Privacy Policy. This privacy policy applies solely to personal information provided directly to EdConnective in furtherance of our business relationship. You should exercise caution and look at the privacy policy applicable to the website in question. Portions of this website may also make chat rooms, forums, message boards, and/or news groups available to visitors. Please remember that any information that is disclosed in these areas becomes public information and exercise caution when deciding to disclose any personal information.

10. Your responsibility You acknowledge that local policies or regulations promulgated by your school district or employer may be applicable to you and you are responsible for complying with all such policies and regulations. You shall use EdConnective Services and the Site only in strict compliance with these policies and regulations. You shall use EdConnective Services and the Site only in strict compliance with the Terms of Service, all United States federal, state and local laws and all other laws, regulations and governmental authority (including, but not limited to, policies and laws related to privacy, defamation, copyright and trademark infringement) applicable to you.

11. Changes to this Privacy Policy EdConnective reserves the right to change this Privacy Policy from time to time to reflect changes in our practices, technologies, legal requirements and other factors. If we do, we will update the

"effective date" at the top of this Privacy Policy. If we make a material update, we may provide you with notice prior to the update taking effect, such as by posting a conspicuous notice on our website or by contacting you using the email address you provided. We encourage you to periodically review this Privacy Policy to stay informed about our collection, processing and sharing of your personal information.

12. Contacting us If you have any questions or concerns about our collection, use or disclosure of your personal information or would like to delete or make a correction of personal information you have provided to us, please email us at legal@EdConnective.com. EdConnective supports access to and correction of a student's personally identifiable information by the student or their parent or authorized guardian, either by assisting the educational institution in meeting its requirements or when the information is collected directly from the student with student/parent/guardian consent.