

# DATA PRIVACY AGREEMENT

## Lancaster Central School District

This Data Privacy Agreement ("DPA") is by and between the **Lancaster Central School District** ("EA"), an Educational Agency, and Deck Toys Pte Ltd ("Contractor"), collectively, the "Parties".

### ARTICLE I: DEFINITIONS

As used in this DPA, the following terms shall have the following meanings:

- 1. Breach:** The unauthorized acquisition, access, use, or disclosure of Personally Identifiable Information in a manner not permitted by State and federal laws, rules and regulations, or in a manner which compromises its security or privacy, or by or to a person not authorized to acquire, access, use, or receive it, or a Breach of Contractor's security that leads to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personally Identifiable Information.
- 2. Commercial or Marketing Purpose:** means the sale, use or disclosure of Personally Identifiable Information for purposes of receiving remuneration, whether directly or indirectly; the sale, use or disclosure of Personally Identifiable Information for advertising purposes; or the sale, use or disclosure of Personally Identifiable Information to develop, improve or market products or services to students.
- 3. Disclose:** To permit access to, or the release, transfer, or other communication of personally identifiable information by any means, including oral, written or electronic, whether intended or unintended.
- 4. Education Record:** An education record as defined in the Family Educational Rights and Privacy Act and its implementing regulations, 20 U.S.C. 1232g and 34 C.F.R. Part 99, respectively.
- 5. Educational Agency (EA):** As defined in Education Law 2-d, a school district, board of cooperative educational services, school, charter school, or the New York State Education Department.
- 6. Eligible Student:** A student who is eighteen years of age or older.
- 7. Encrypt or Encryption:** As defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Security Rule at 45 CFR 164.304, means the use of an algorithmic process to transform Personally Identifiable Information into an unusable, unreadable, or indecipherable form in which there is a low probability of assigning meaning without use of a confidential process or key.
- 8. NIST Cybersecurity Framework:** The U.S. Department of Commerce National Institute for Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity Version 1.1.
- 9. Parent:** A parent, legal guardian or person in parental relation to the Student.

- 10. Personally Identifiable Information (PII):** Means student personally identifiable information as defined in section 99.3 of Title 34 of the Code of Federal Regulations implementing the Family Educational Rights and Privacy Act, 20 U.S.C 1232g, and Teacher or Principal APPR Data, as defined below.
- 11. Release:** Shall have the same meaning as Disclose.
- 12. School:** Any public elementary or secondary school including a charter school, universal pre-kindergarten program authorized pursuant to Education Law § 3602-e, an approved provider of preschool special education, any other publicly funded pre-kindergarten program, a school serving children in a special act school district as defined in Education Law § 4001, an approved private school for the education of students with disabilities, a State-supported school subject to the provisions of Article 85 of the Education Law, or a State-operated school subject to the provisions of Articles 87 or 88 of the Education Law.
- 13. Student:** Any person attending or seeking to enroll in an Educational Agency.
- 14. Student Data:** Personally identifiable student information as defined in section 99.3 of Title 34 of the Code of Federal Regulations implementing the Family Educational Rights and Privacy Act, 20 U.S.C 1232g.
- 15. Subcontractor:** Contractor’s non-employee agents, consultants and/or subcontractors engaged in the provision of services pursuant to the Service Agreement.
- 16. Teacher or Principal APPR Data:** Personally Identifiable Information from the records of an Educational Agency relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of Education Law §§ 3012-c and 3012-d.

## **ARTICLE II: PRIVACY AND SECURITY OF PII**

### **1. Compliance with Law**

In order for Contractor to provide certain services ("Services") to the EA pursuant to date services begin May 17, 2022 [date agreement is signed will populate upon signature]; Contractor may receive PII regulated by applicable New York and federal laws and regulations, among them, the Family Educational Rights and Privacy Act ("FERPA") at 12 U.S.C. 1232g (34 CFR Part 99); Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. 6501-6502 (16 CFR Part 312); Protection of Pupil Rights Amendment ("PPRA") at 20 U.S.C. 1232h (34 CFR Part 98); the Individuals with Disabilities Education Act ("IDEA") at 20 U.S.C. 1400 et seq. (34 CFR Part 300); New York Education Law Section 2-d; and the Commissioner of Education’s Regulations at 8 NYCRR Part 121. The Parties enter this DPA to address the requirements of New York law. Contractor agrees to maintain the confidentiality and security of PII in accordance with applicable New York, federal and local laws, rules and regulations.

### **2. Authorized Use**

Contractor has no property or licensing rights or claims of ownership to PII, and Contractor must not use PII for any purpose other than to provide the Services set forth in this DPA. Neither the Services provided nor the manner in which such Services are provided shall violate New York law.

### **3. Data Security and Privacy Plan**

Contractor shall adopt and maintain administrative, technical and physical safeguards, measures and controls to manage privacy and security risks and protect PII in a manner that complies with New York State, federal and local laws and regulations and the EA's policies. Education Law Section 2-d requires that Contractor provide the EA with a Data Privacy and Security Plan that outlines such safeguards, measures and controls including how the Contractor will implement all applicable state, federal and local data security and privacy requirements. Contractor's Data Security and Privacy Plan is attached to this DPA as Exhibit C.

### **4. EA's Data Security and Privacy Policy**

State law and regulation requires the EA to adopt a data security and privacy policy that complies with Part 121 of the Regulations of the Commissioner of Education and aligns with the NIST Cyber Security Framework.

### **5. Contractor's Employees and Subcontractors**

- (a) Contractor shall only disclose PII to Contractor's employees and subcontractors who need to know the PII in order to provide the Services and the disclosure of PII shall be limited to the extent necessary to provide such Services. Contractor shall ensure that all such employees and subcontractors comply with the terms of this DPA.
- (b) Contractor must ensure that each subcontractor performing functions pursuant to this DPA where the subcontractor will receive or have access to PII are consistent with those found in this DPA.
- (c) Contractor shall examine the data security and privacy measures of its subcontractors prior to utilizing the subcontractor. In the event there is an incident in which the subcontractor compromises PII, Contractor shall follow the Data Breach reporting requirements set forth herein.
- (d) Contractor shall take full responsibility for the acts and omissions of its employees.
- (e) Contractor must not disclose PII to any unauthorized party unless such disclosure is required by statute, court order or subpoena, and the Contractor makes a reasonable effort to notify the EA of the court order or subpoena in advance of compliance but in any case, provides notice to the EA no later than the time the PII is disclosed, unless such disclosure to the EA is expressly prohibited by the statute, court order or subpoena.

### **6. Training**

To the extent required by law, the contractor shall ensure that all its employees and subcontractors who have access to PII have received or will receive training on the federal and state laws governing confidentiality of such data prior to receiving access.

### **7. Termination**

The obligations of this DPA shall continue and shall not terminate for as long as the Contractor or its subcontractors retain PII or retain access to PII pursuant to the service agreement. Contractor will automatically delete all PII from its servers after a period of two (2) years following termination of the subscription, and from all backup servers after two (2) additional weeks. The EA may use the administrator portal to delete all PII at any time or may request assistance from Contractor to delete PII at any time. The confidentiality and data security

obligations of the Contractor under this DPA shall survive any termination of this DPA but shall terminate upon deletion of PII from both active servers and backups.

#### **8. Data Return and Destruction of Data**

- (a) Protecting PII from unauthorized access and disclosure is of the utmost importance to the EA, Contractor agrees that it is prohibited from retaining PII or continued access to PII or any copy, summary or extract of PII, on any storage medium (including, without limitation, in secure data centers and/or cloud-based facilities) whatsoever beyond the period prescribed by this agreement, or as expressly requested by the EA for purposes of facilitating the transfer of PII to the EA or expressly required by law. The EA may use the administrator portal to delete PII at any time or may request assistance from Contractor to do so. If not deleted by the EA, Contractor will automatically delete all PII from its servers after a period of no more than two (2) years following termination of the subscription, and from all backup servers after two (2) additional weeks.
- (b) With regard to all PII (including without limitation, all hard copies, archived copies, electronic versions, electronic imaging of hard copies) as well as any and all PII maintained on behalf of Contractor in a secure data center and/or cloud-based facilities that remain in the possession of Contractor or its Subcontractors, Contractor shall ensure that PII is securely deleted and/or destroyed in a manner that does not allow it to be retrieved or retrievable, read or reconstructed. Hard copy media must be shredded or destroyed such that PII cannot be read or otherwise reconstructed, and electronic media must be cleared, purged, or destroyed such that the PII cannot be retrieved. Only the destruction of paper PII, and not redaction, will satisfy the requirements for data destruction. Redaction is specifically excluded as a means of data destruction.
- (c) Upon request, Contractor shall provide the EA with a written certification of the secure deletion and/or destruction of PII held by the Contractor or Subcontractors.
- (d) To the extent that Contractor and/or its subcontractors continue to be in possession of any de-identified data (i.e., data that has had all direct and indirect identifiers removed), they agree not to attempt to re-identify de-identified data.

#### **9. Commercial or Marketing Use Prohibition**

Contractor agrees that it will not sell PII or use or disclose PII for a Commercial or Marketing Purpose, except that teachers may receive email communications regarding product updates or professional development opportunities from which they may opt out at any time.

#### **10. Encryption**

Contractor shall use industry standard security measures including encryption protocols that comply with New York law and regulations to preserve and protect PII. Contractor must encrypt PII at rest and in transit in accordance with applicable New York laws and regulations.

#### **11. Breach**

- (a) Contractor shall promptly notify the EA of any Breach of PII without unreasonable delay no later than seven (7) calendar days after discovery of the Breach. Notifications required pursuant to this section must be in writing, given by personal delivery, e-mail transmission (if contact information is provided for the specific mode of delivery), or by registered or certified mail, and must to the extent available, include a description of the Breach which

includes the date of the incident and the date of discovery; the types of PII affected and the number of records affected; a description of Contractor's investigation; and the contact information for representatives who can assist the EA. Notifications required by this section must be sent to the EA's District Superintendent or other head administrator with a copy to the Data Protection Office. Violations of the requirement to notify the EA shall be subject to a civil penalty pursuant to Education Law Section 2-d. The Breach of certain PII protected by Education Law Section 2-d may subject the Contractor to additional penalties.

(b) Notifications required under this paragraph must be provided to the EA at the following address:

Michele Ziegler,  
Data Protection Officer/Director of Instructional Technology and Accountability  
Lancaster Central School District  
177 Central Avenue  
Lancaster, NY 14086  
[mziegler@lancasterschools.org](mailto:mziegler@lancasterschools.org)

## **12. Cooperation with Investigations**

Contractor agrees that it will cooperate with the EA and law enforcement, where necessary, in any investigations into a Breach of data governed by this DPA.

## **13. Notification to Individuals**

Where a Breach of PII occurs that is attributable to Contractor, Contractor shall pay for or promptly reimburse the EA for the full actual cost of the EA's notification to Parents, Eligible Students, teachers, and/or principals, in accordance with Education Law Section 2-d and 8 NYCRR Part 121.

# **ARTICLE III: PARENT AND ELIGIBLE STUDENT PROVISIONS**

## **1. Parent and Eligible Student Access**

Education Law Section 2-d and FERPA provide Parents and Eligible Students the right to inspect and review their child's or the Eligible Student's Student Data stored or maintained by the EA. To the extent Student Data is held by Contractor pursuant to this DPA, Contractor shall respond within thirty (30) calendar days to the EA's requests for access to Student Data so the EA can facilitate such review by a Parent or Eligible Student, and facilitate corrections, as necessary. If a Parent or Eligible Student contacts Contractor directly to review any of the Student Data held by Contractor pursuant to this DPA, Contractor shall promptly notify the EA and refer the Parent or Eligible Student to the EA.

## **2. Bill of Rights for Data Privacy and Security**

As required by Education Law Section 2-d, the Parents Bill of Rights for Data Privacy and Security and the supplemental information for this DPA are included as Exhibit A and Exhibit B, respectively, and incorporated into this DPA. Contractor shall complete and sign Exhibit B and append it to this DPA. Pursuant to Education Law Section 2-d, the EA is required to post the completed Exhibit B on its website.



## ARTICLE IV: MISCELLANEOUS

### 1. Priority of Agreements and Precedence

In the event of a conflict between and among the terms and conditions of this DPA, including all Exhibits attached hereto and incorporated herein and the Service Agreement, the terms and conditions of this DPA shall govern and prevail, shall survive the termination of the Service Agreement in the manner set forth herein, and shall supersede all prior communications, representations, or agreements, oral or written, by the Parties relating thereto.

### 2. Execution

This DPA may be executed in one or more counterparts, all of which shall be considered one and the same document, as if all parties had executed a single original document, and may be executed utilizing an electronic signature and/ or electronic transmittal, and each signature thereto shall be and constitute an original signature, as if all parties had executed a single original document.

<b>Contractor Name:</b> Deck Toys Pte Ltd	
<b>Signature:</b>	 <small>GOH BOON JIN (May 17, 2022 09:53 GMT+8)</small>
<b>Printed Name:</b>	GOH BOON JIN
<b>Title:</b>	Director
<b>Email:</b>	boonjin@deck.toys
<b>Date:</b>	May 17, 2022
<b>Lancaster Central School District Data Protection Officer – Michele Ziegler</b>	
<b>Date:</b> May 17, 2022	<b>Signature:</b>  <small>Michele Ziegler (May 17, 2022 10:07 EDT)</small>

## **EXHIBIT A - Education Law §2-d Bill of Rights for Data Privacy and Security**

Parents (including legal guardians or persons in parental relationships) and Eligible Students (students 18 years and older) can expect the following

### **PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY**

The Lancaster Central School District is committed to protecting the privacy and security of student protected data and teacher and principal data. In accordance with New York Education Law Section 2-d and its implementing regulations, the District informs the school community of the following:


1. A student's personally identifiable information cannot be sold or released for any commercial purpose.
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 protected data elements collected by New York State (<http://www.nysed.gov/data-privacy-security/student-data-inventory>) is available for public review or by writing to the Office of Information and Reporting Services, New York State Education Department, Room 865 EBA, 89 Washington Avenue, Albany, New York 12234.
5. Parents have the right to submit complaints about possible breaches of student protected data or teacher or principal Annual Professional Performance Review data. Any such complaint must be submitted, in writing, to: Michele Ziegler, Director of Instructional Technology, 177 Central Avenue, Lancaster, New York 14086. Additionally, parents have the right to have complaints about possible breaches of student protected data addressed. Complaints should be directed to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234; the email address is "cpo@mail.nysed.gov". The State Education Department's complaint process is under development and will be established through regulations from the department's chief privacy officer, who has yet to be appointed.

### **Supplemental Information Regarding Third-Party Contractors**

In the course of complying with its obligations under the law and providing educational services to District residents, the Lancaster Central School District has entered into agreements with certain third-party contractors. Pursuant to these agreements, third-party contractors may have access to "student data" and/or "teacher or principal data," as those terms are defined by law and regulation.

For each contract or other written agreement that the District enters into with a third-party contractor where the third-party contractor receives student data or teacher or principal data from the District, the following supplemental information will be included with this Bill of Rights:

1. The exclusive purposes for which the student data or teacher or principal data will be used by the third-party contractor;
2. How the third-party contractor will ensure that the subcontractors, or other authorized persons or entities to whom the third-party contractor will disclose the student data or teacher or principal data, if any, will abide by all applicable data protection and security requirements, including but not limited to those outlined in applicable laws and regulations (e.g., Family Educational Rights and Privacy Act; Education Law Section 2-d);
3. The duration of the contract, including the contract’s expiration date, and a description of what will happen to the student data or teacher or principal data upon expiration of the contract or other written agreement (e.g., whether, when, and in what format it will be returned to the District, and/or whether, when, and how the data will be destroyed);
4. If and how a parent, student, eligible student, teacher, or principal may challenge the accuracy of the student data or teacher or principal data that is collected;
5. Where the student data or teacher or principal data will be stored, described in a manner as to protect data security, and the security protections taken to protect the data privacy and mitigate security risks; and
6. Address how the data will be protected using encryption while in motion and at rest.

<b>Contractor Name:</b> Deck Toys Pte Ltd	
<b>Signature:</b>	 <small>GOH BOON JIN (May 17, 2022 09:53 GMT+8)</small>
<b>Printed Name:</b>	GOH BOON JIN
<b>Title:</b>	Director
<b>Email:</b>	boonjin@deck.toys
<b>Date:</b>	May 17, 2022




## EXHIBIT B – Bill of Rights for Data Privacy and Security

### Supplemental Information for Contracts That Utilize Personally Identifiable Information

Pursuant to Education Law § 2-d and Section 121.3 of the Commissioner’s Regulations, the Educational Agency (EA) is required to post information to its website about its contracts with third-party contractors that will receive Personally Identifiable Information (PII).

<b>Description of the purpose(s) for which Contractor will receive/access PII</b>	<b>The exclusive purpose for which Vendor is receiving Protected Data from the District is to provide the district with functionality of the product or services listed above. Vendor will not use the Protected Data for any other purposes not explicitly authorized above or within the Master Agreement.</b>
<b>Type of PII that Contractor will receive/access</b>	Check applicable options: <input checked="" type="radio"/> Student PII <input type="radio"/> BOTH Student PII and APPR Data <input type="radio"/> APPR Data
<b>Contract Term</b>	Start Date: <u>  May 17, 2022  </u>  End Date: Agreement remains in effect as long as the account is current and in good standing or upon expiration of the master agreement without renewal, or upon termination of the master agreement prior to its expiration.
<b>Subcontractor Written Agreement Requirement</b>	Contractor will not utilize subcontractors without a written contract that requires the subcontractors to adhere to, at a minimum, materially similar data protection obligations imposed on the contractor by state and federal laws and regulations, and the Contract. (check applicable option)  <input type="radio"/> Contractor will not utilize subcontractors. <input checked="" type="radio"/> Contractor will utilize subcontractors.
<b>Data Transition and Secure Destruction</b>	Upon expiration or termination of the Contract, Contractor shall:  <input type="radio"/> Securely transfer PII to EA, or a successor contractor at the EA’s option and written discretion, in a format agreed to by the parties.  <input checked="" type="radio"/> Securely delete and destroy PII.
<b>Challenges to Data Accuracy</b>	Parents, teachers or principals who seek to challenge the accuracy of PII will do so by contacting the EA. If a correction to data is deemed necessary, the EA will notify the Contractor. Contractor agrees to facilitate such corrections within 21 days of receiving the EA’s written request.
<b>Secure Storage and Data Security</b>	Please describe where PII will be stored and the protections taken to ensure PII will be protected: (check all that apply)  <input checked="" type="radio"/> Using a cloud or infrastructure owned and hosted by a third party. <input type="radio"/> Using Contractor owned and hosted solution <input type="radio"/> Other: Please describe how data security and privacy risks will be mitigated in a manner that does not compromise the security of the data:
<b>Encryption</b>	Data will be encrypted while in motion and at rest.

## EXHIBIT B – Bill of Rights for Data Privacy and Security

<b>Contractor Name:</b> Deck Toys Pte Ltd	
<b>Signature:</b>	 <small>GOH BOON JIN (May 17, 2022 09:53 GMT+8)</small>
<b>Printed Name:</b>	GOH BOON JIN
<b>Title:</b>	Director
<b>Email:</b>	boonjin@deck.toys
<b>Date:</b>	May 17, 2022

## EXHIBIT C - CONTRACTOR'S DATA PRIVACY AND SECURITY PLAN

The Educational Agency (EA) is required to ensure that all contracts with a third-party contractor include a Data Security and Privacy Plan, pursuant to Education Law § 2-d and Section 121.6 of the Commissioner's Regulations. **For every contract, the Contractor must review the following list and provide a plan that materially addresses its requirements, including alignment with the NIST Cybersecurity Framework, which is the standard for educational agency data privacy and security policies in New York State.**

### CONTRACTORS ATTACHED PLAN SHALL INCLUDE THE FOLLOWING:

1	Outline how you will implement applicable data security and privacy contract requirements over the life of the Contract.
2	Specify the administrative, operational and technical safeguards and practices that you have in place to protect PII.
3	Address the training received by your employees and any subcontractors engaged in the provision of services under the Contract on the federal and state laws that govern the confidentiality of PII.
4	Outline contracting processes that ensure that your employees and any subcontractors are bound by written agreement to the requirements of the Contract, at a minimum.
5	Specify how you will manage any data security and privacy incidents that implicate PII and describe any specific plans you have in place to identify breaches and/or unauthorized disclosures, and to meet your obligations to report incidents to the EA.
6	Describe how data will be transitioned to the EA when no longer needed by you to meet your contractual obligations, if applicable.
7	Describe your secure destruction practices and how certification will be provided to the EA.
8	Outline how your data security and privacy program/practices align with the EA's applicable policies.
9	Outline how your data security and privacy program/practices materially align with the NIST CSF v1.1 <a href="https://www.nist.gov/cyberframework/new-framework">https://www.nist.gov/cyberframework/new-framework</a>



# Privacy Policy of Deck.Toys

This Application collects some Personal Data from its Users.

This document can be printed for reference by using the print command in the settings of any browser.

## Owner and Data Controller

Deck Toys Pte Ltd  
21 Bukit Batok Crescent #15-75, Singapore 658065

**Owner contact email:** [privacy@deck.toys](mailto:privacy@deck.toys)

## Types of Data collected

Among the types of Personal Data that this Application collects, by itself or through third parties, there are: Cookies; Usage Data; email address.

Complete details on each type of Personal Data collected are provided in the dedicated sections of this privacy policy or by specific explanation texts displayed prior to the Data collection.

Personal Data may be freely provided by the User, or, in case of Usage Data, collected automatically when using this Application.

Unless specified otherwise, all Data requested by this Application is mandatory and failure to provide this Data may make it impossible for this Application to provide its services. In cases where this Application specifically states that some Data is not mandatory, Users are free not to communicate this Data without consequences to the availability or the functioning of the Service.

Users who are uncertain about which Personal Data is mandatory are welcome to contact the Owner.

Any use of Cookies – or of other tracking tools – by this Application or by the owners of third-party services used by this Application serves the purpose of providing the Service required by the User, in addition to any other purposes described in the present document and in the Cookie Policy, if available.

Users are responsible for any third-party Personal Data obtained, published or shared through this Application and confirm that they have the third party's consent to provide the Data to the Owner.

## Mode and place of processing the Data

### Methods of processing

The Owner takes appropriate security measures to prevent unauthorized access, disclosure, modification, or unauthorized destruction of the Data.

The Data processing is carried out using computers and/or IT enabled tools, following organizational procedures and modes strictly related to the purposes indicated. In addition to the Owner, in some cases, the Data may be accessible to certain types of persons in charge, involved with the operation of this Application (administration, sales, marketing, legal, system administration) or external parties (such as third-party technical service providers, mail carriers, hosting providers, IT companies, communications agencies) appointed, if necessary, as Data Processors by the Owner. The updated list of these parties may be requested from the Owner at any time.

## **Legal basis of processing**

The Owner may process Personal Data relating to Users if one of the following applies:

- Users have given their consent for one or more specific purposes. Note: Under some legislations the Owner may be allowed to process Personal Data until the User objects to such processing (“opt-out”), without having to rely on consent or any other of the following legal bases. This, however, does not apply, whenever the processing of Personal Data is subject to European data protection law;
- provision of Data is necessary for the performance of an agreement with the User and/or for any pre-contractual obligations thereof;
- processing is necessary for compliance with a legal obligation to which the Owner is subject;
- processing is related to a task that is carried out in the public interest or in the exercise of official authority vested in the Owner;
- processing is necessary for the purposes of the legitimate interests pursued by the Owner or by a third party.

In any case, the Owner will gladly help to clarify the specific legal basis that applies to the processing, and in particular whether the provision of Personal Data is a statutory or contractual requirement, or a requirement necessary to enter into a contract.

## **Place**

The Data is processed at the Owner's operating offices and in any other places where the parties involved in the processing are located.

Depending on the User's location, data transfers may involve transferring the User's Data to a country other than their own. To find out more about the place of processing of such transferred Data, Users can check the section containing details about the processing of Personal Data.

Users are also entitled to learn about the legal basis of Data transfers to a country outside the European Union or to any international organization governed by public international law or set up by two or more countries, such as the UN, and about the security measures taken by the Owner to safeguard their Data.

If any such transfer takes place, Users can find out more by checking the relevant sections of this document or inquire with the Owner using the information provided in the contact section.

## **Retention time**

Personal Data shall be processed and stored for as long as required by the purpose they have been collected for.

Therefore:

- Personal Data collected for purposes related to the performance of a contract between the Owner and the User shall be retained until such contract has been fully performed.
- Personal Data collected for the purposes of the Owner’s legitimate interests shall be retained as long as needed to fulfill such purposes. Users may find specific information regarding the legitimate interests pursued by the Owner within the relevant sections of this document or by contacting the Owner.

The Owner may be allowed to retain Personal Data for a longer period whenever the User has given consent to such processing, as long as such consent is not withdrawn. Furthermore, the Owner may be obliged to retain Personal Data for a longer period whenever required to do so for the performance of a legal obligation or upon order of an authority.

Once the retention period expires, Personal Data shall be deleted. Therefore, the right of access, the right to

erasure, the right to rectification and the right to data portability cannot be enforced after expiration of the retention period.

## The purposes of processing

The Data concerning the User is collected to allow the Owner to provide its Service, comply with its legal obligations, respond to enforcement requests, protect its rights and interests (or those of its Users or third parties), detect any malicious or fraudulent activity, as well as the following: Analytics, User database management, Registration and authentication, Infrastructure monitoring, Handling payments, Access to third party accounts and Traffic optimization and distribution.

For specific information about the Personal Data used for each purpose, the User may refer to the section “Detailed information on the processing of Personal Data”.

## Detailed information on the processing of Personal Data

Personal Data is collected for the following purposes and using the following services:

- **Access to third party accounts**

This type of service allows this Application to access Data from your account on a third party service and perform actions with it.

These services are not activated automatically, but require explicit authorization by the User.

### **Google Drive account access (Google Inc.)**

This service allows this Application to connect with the User's account on Google Drive, provided by Google LLC or by Google Ireland Limited, depending on the location this Application is accessed from.

Personal Data processed: various types of Data as specified in the privacy policy of the service.

Place of processing: US – [Privacy Policy](#).

- **Analytics**

The services contained in this section enable the Owner to monitor and analyze web traffic and can be used to keep track of User behavior.

### **Google Analytics (Google Inc.)**

Google Analytics is a web analysis service provided by Google Inc. (“Google”). Google utilizes the Data collected to track and examine the use of this Application, to prepare reports on its activities and share them with other Google services.

Google may use the Data collected to contextualize and personalize the ads of its own advertising network.

Personal Data processed: Cookies; Usage Data.

Place of processing: US – [Privacy Policy](#) – [Opt Out](#).

### **Clicky (Roxr Software Ltd)**

Clicky is an analytics service provided by Roxr Software Ltd.

Personal Data processed: Cookies; Usage Data.

Place of processing: US – [Privacy Policy](#).

- **Handling payments**

Payment processing services enable this Application to process payments by credit card, bank transfer or other means. To ensure greater security, this Application shares only the information necessary to execute the transaction with the financial intermediaries handling the transaction.

Some of these services may also enable the sending of timed messages to the User, such as emails containing invoices or notifications concerning the payment.

**ChargeBee (ChargeBee Inc.)**

ChargeBee is a payment service provided by ChargeBee Inc.

Personal Data processed: various types of Data as specified in the privacy policy of the service.

Place of processing: US – [Privacy Policy](#).

- **Infrastructure monitoring**

This type of service allows this Application to monitor the use and behavior of its components so its performance, operation, maintenance and troubleshooting can be improved.

Which Personal Data are processed depends on the characteristics and mode of implementation of these services, whose function is to filter the activities of this Application.

**Sentry (GetSentry, LLC)**

Sentry is a monitoring service provided by Functional Software, Inc. .

Personal Data processed: various types of Data as specified in the privacy policy of the service.

Place of processing: US – [Privacy Policy](#).

- **Registration and authentication**

By registering or authenticating, Users allow this Application to identify them and give them access to dedicated services.

Depending on what is described below, third parties may provide registration and authentication services. In this case, this Application will be able to access some Data, stored by these third party services, for registration or identification purposes.

**Google OAuth (Google Inc.)**

Google OAuth is a registration and authentication service provided by Google Inc. and is connected to the Google network.

Personal Data processed: various types of Data as specified in the privacy policy of the service.

Place of processing: US – [Privacy Policy](#).

- **Traffic optimization and distribution**

This type of service allows this Application to distribute their content using servers located across different countries and to optimize their performance.

Which Personal Data are processed depends on the characteristics and the way these services are implemented. Their function is to filter communications between this Application and the User's browser. Considering the widespread distribution of this system, it is difficult to determine the locations to which the contents that may contain Personal Information of the User are transferred.

#### **Cloudflare (Cloudflare)**

Cloudflare is a traffic optimization and distribution service provided by Cloudflare Inc.

The way Cloudflare is integrated means that it filters all the traffic through this Application, i.e., communication between this Application and the User's browser, while also allowing analytical data from this Application to be collected.

Personal Data processed: Cookies; various types of Data as specified in the privacy policy of the service.

Place of processing: US – [Privacy Policy](#).

- **User database management**

This type of service allows the Owner to build user profiles by starting from an email address, a personal name, or other information that the User provides to this Application, as well as to track User activities through analytics features. This Personal Data may also be matched with publicly available information about the User (such as social networks' profiles) and used to build private profiles that the Owner can display and use for improving this Application.

Some of these services may also enable the sending of timed messages to the User, such as emails based on specific actions performed on this Application.

#### **Intercom (Intercom Inc.)**

Intercom is a User database management service provided by Intercom Inc. Intercom can also be used as a medium for communications, either through email, or through messages within our product(s).

Personal Data processed: email address; various types of Data as specified in the privacy policy of the service.

Place of processing: US – [Privacy Policy](#).

## **The rights of Users**

Users may exercise certain rights regarding their Data processed by the Owner.

In particular, Users have the right to do the following:

- **Withdraw their consent at any time.** Users have the right to withdraw consent where they have previously given their consent to the processing of their Personal Data.
- **Object to processing of their Data.** Users have the right to object to the processing of their Data if the processing is carried out on a legal basis other than consent. Further details are provided in the dedicated section below.
- **Access their Data.** Users have the right to learn if Data is being processed by the Owner, obtain disclosure regarding certain aspects of the processing and obtain a copy of the Data undergoing



processing.

- **Verify and seek rectification.** Users have the right to verify the accuracy of their Data and ask for it to be updated or corrected.
- **Restrict the processing of their Data.** Users have the right, under certain circumstances, to restrict the processing of their Data. In this case, the Owner will not process their Data for any purpose other than storing it.
- **Have their Personal Data deleted or otherwise removed.** Users have the right, under certain circumstances, to obtain the erasure of their Data from the Owner.
- **Receive their Data and have it transferred to another controller.** Users have the right to receive their Data in a structured, commonly used and machine readable format and, if technically feasible, to have it transmitted to another controller without any hindrance. This provision is applicable provided that the Data is processed by automated means and that the processing is based on the User's consent, on a contract which the User is part of or on pre-contractual obligations thereof.
- **Lodge a complaint.** Users have the right to bring a claim before their competent data protection authority.

## **Details about the right to object to processing**

Where Personal Data is processed for a public interest, in the exercise of an official authority vested in the Owner or for the purposes of the legitimate interests pursued by the Owner, Users may object to such processing by providing a ground related to their particular situation to justify the objection.

Users must know that, however, should their Personal Data be processed for direct marketing purposes, they can object to that processing at any time without providing any justification. To learn, whether the Owner is processing Personal Data for direct marketing purposes, Users may refer to the relevant sections of this document.

## **How to exercise these rights**

Any requests to exercise User rights can be directed to the Owner through the contact details provided in this document. These requests can be exercised free of charge and will be addressed by the Owner as early as possible and always within one month.

## **Additional information about Data collection and processing**

### **Legal action**

The User's Personal Data may be used for legal purposes by the Owner in Court or in the stages leading to possible legal action arising from improper use of this Application or the related Services.

The User declares to be aware that the Owner may be required to reveal personal data upon request of public authorities.

### **Additional information about User's Personal Data**

In addition to the information contained in this privacy policy, this Application may provide the User with additional and contextual information concerning particular Services or the collection and processing of Personal Data upon request.

### **System logs and maintenance**

For operation and maintenance purposes, this Application and any third-party services may collect files that record interaction with this Application (System logs) use other Personal Data (such as the IP Address) for this purpose.

## **Information not contained in this policy**

More details concerning the collection or processing of Personal Data may be requested from the Owner at any time. Please see the contact information at the beginning of this document.

## **How “Do Not Track” requests are handled**

This Application does not support “Do Not Track” requests.

To determine whether any of the third-party services it uses honor the “Do Not Track” requests, please read their privacy policies.

## **Changes to this privacy policy**

The Owner reserves the right to make changes to this privacy policy at any time by notifying its Users on this page and possibly within this Application and/or - as far as technically and legally feasible - sending a notice to Users via any contact information available to the Owner. It is strongly recommended to check this page often, referring to the date of the last modification listed at the bottom.

Should the changes affect processing activities performed on the basis of the User’s consent, the Owner shall collect new consent from the User, where required.

## **Definitions and legal references**

### **Personal Data (or Data)**

Any information that directly, indirectly, or in connection with other information — including a personal identification number — allows for the identification or identifiability of a natural person.

### **Usage Data**

Information collected automatically through this Application (or third-party services employed in this Application), which can include: the IP addresses or domain names of the computers utilized by the Users who use this Application, the URI addresses (Uniform Resource Identifier), the time of the request, the method utilized to submit the request to the server, the size of the file received in response, the numerical code indicating the status of the server's answer (successful outcome, error, etc.), the country of origin, the features of the browser and the operating system utilized by the User, the various time details per visit (e.g., the time spent on each page within the Application) and the details about the path followed within the Application with special reference to the sequence of pages visited, and other parameters about the device operating system and/or the User's IT environment.

### **User**

The individual using this Application who, unless otherwise specified, coincides with the Data Subject.

### **Data Subject**

The natural person to whom the Personal Data refers.

### **Data Processor (or Data Supervisor)**

The natural or legal person, public authority, agency or other body which processes Personal Data on behalf of the Controller, as described in this privacy policy.

### **Data Controller (or Owner)**

The natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data, including the security measures concerning the operation and use of this Application. The Data Controller, unless otherwise specified, is the Owner of this Application.

### **This Application**

The means by which the Personal Data of the User is collected and processed.

### **Service**

The service provided by this Application as described in the relative terms (if available) and on this site/application.

### **European Union (or EU)**

Unless otherwise specified, all references made within this document to the European Union include all current member states to the European Union and the European Economic Area.

### **Cookie**

Cookies are Trackers consisting of small sets of data stored in the User's browser.

### **Tracker**

Tracker indicates any technology - e.g Cookies, unique identifiers, web beacons, embedded scripts, e-tags and fingerprinting - that enables the tracking of Users, for example by accessing or storing information on the User's device.

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### **Legal information**

This privacy statement has been prepared based on provisions of multiple legislations, including Art. 13/14 of Regulation (EU) 2016/679 (General Data Protection Regulation).

This privacy policy relates solely to this Application, if not stated otherwise within this document.

Latest update: October 09, 2019

[iubenda](#) hosts this content and only collects the Personal Data strictly necessary for it to be provided.

[Show the simplified Privacy Policy](#)

# Terms of Service

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Thank you for your interest in using the online services operated by Deck.Toys Pte Ltd. ("**Deck.Toys**"). Deck.Toys is incorporated in Singapore (UEN: 201700252D) with the registered business address at 21 Bukit Batok Crescent, #15-75, Singapore 658065.

These Terms of Service ("**Terms**") govern your use of Deck.Toys' online services (collectively, the "**Services**"), including the services which are offered through our website located at deck.toys.

## 1. Our Services

The Deck.Toys Services enable you to create interactive lessons for your students.

By using the Deck.Toys Services, you agree to be bound by these Terms and to the collection and use of your information as described in our Privacy Policy (</privacy-policy>). If you do not agree to these Terms, you are not permitted to use the Deck.Toys Services.

## 2. Eligibility and Authority

If you are agreeing to these Terms on behalf of a school, school district, or other educational institution (collectively, a "**School**") for the purpose of providing the Deck.Toys Service to students through deck.toys ("**Students**"), you represent and warrant that you are an authorized representative of the School and you agree to these Terms on the School's behalf.

The U.S. Children's Online Privacy and Protection Act ("COPPA") requires that online service providers obtain verifiable parental consent before collecting personal information from children under 13. If you are a School providing the Service to children under 13 (whether in the U.S. or elsewhere), you represent and warrant that you have received consent from Parents, or have the authority to provide consent on behalf of parents, for us to collect information from students before allowing children under 13 to access Deck.Toys Services. We recommend that all Schools provide appropriate disclosures to students and parents regarding their use of service providers such as Deck.Toys.

## 3. Personal Information and Student Data

This Section 3 applies to a School's use of the Deck.Toys Service through deck.toys. If you are a School user, Student, or parent, you may also refer to the Privacy Policy.

When Deck.Toys is used by a School for an educational purpose, Deck.Toys may collect or have access to Student Data that is provided by the School or by the Student. "Student Data" is personal information that is directly related to an identifiable Student and may include "educational records" as defined by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232(g).

*Confidentiality.* Deck.Toys agrees to treat Student Data as confidential and not to share it with third parties other than as described in these Terms, and in our Privacy Policy (</privacy-policy>).

*Student Data Access.* You authorize Deck.Toys to access or collect Student Data for the purpose of providing the Service. In the U.S., Deck.Toys shall collect and process Student Data as a School Official with a legitimate educational interest pursuant to FERPA 34 CFR Part 99.31(a)(1). As between the parties, the School or the Student owns and controls the Student Data. Deck.Toys does not own or control, or license such Student Data, except as to provide the Service and as described in these Terms.

*Personal Information and Student Data Consents and Authority.* If you are School User, you represent and warrant that you have provided appropriate disclosures to your School and to parents regarding your sharing such Personal Information with Deck.Toys. Both Parties agree to uphold their obligations under the Family Educational Rights and Privacy Act ("FERPA"), the Protection of Pupil Rights Amendment ("PPRA"), and the Children's Online Privacy and Protection Act ("COPPA") and applicable State laws relating to student data privacy. Deck.Toys relies on each School to obtain and provide appropriate consent and disclosures, if necessary, for Deck.Toys to collect any Student Data, including the collection of Student Data directly from students under 13, as permitted under COPPA.

You agree to comply with these Terms and all laws and regulations governing the protection of personal information, including children's information, and the sharing of student education records.

*Use of Student Data.* By submitting or providing us access to Student Data, you agree that Deck.Toys may use the Student Data solely for the purposes of (i) providing the Service, (ii) improving and developing our Service, (iii) enforcing our rights under these Terms, and (iv) as permitted with the School's or the User's consent.

**Deck.Toys shall not use Student Data to engage in targeted advertising.**

*Use of Anonymized Student Data.* You agree that we may collect and use data derived from Student Data for our own purposes, such as for product development, research analytics, and marketing our Service, provided that such data will be de-identified and/or aggregated to reasonably avoid identification of a specific individual.

*Use of Personal Information for Marketing.* You agree that Deck.Toys may provide customized content, advertising, and commercial messaging to school or district administrative users and teachers from time to time, provided that such advertisements shall not be based on Student Data. For emphasis, and without limitation, Deck.Toys shall never use Student Data to engage in targeted advertising, nor shall Deck.Toys direct advertising to student users on [deck.toys](https://deck.toys).

*Third-Party Service Providers.* You acknowledge and agree that Deck.Toys may provide access to Student Data to our employees and service providers, which have a legitimate need to access such information in order to provide their services to us. We and our employees, affiliates, service providers, or agents involved in the handling, transmittal, and processing of Student Data will be required to maintain the confidentiality of such data.

*Student Data Retention and Deletion Requests.* Schools may request that we delete Student Data in our possession at any time by providing such a request in writing, except that Deck.Toys shall not be required to delete content a Student shared to public areas of the Service. We shall respond to the deletion request as soon as possible, but in most instances within 45 days, other than for data stored on backup tapes which shall be deleted in the ordinary course of business. For inactive accounts, we delete or de-identify Student Data in our possession after a period of dormancy or at the request of a Parent. A Parent seeking to modify, correct, or delete personal information in a Student Account that is connected to an active School account will be instructed to contact the School to discuss data deletion or modification. We are not required to delete data

that has been derived from Student Data so long as it has been anonymized such that it does not reasonably identify an individual. Similarly, we are not required to delete information which a Student or parent has saved or transferred to a personal account.

## 4. Your Responsibilities

You agree:

a. that you are responsible for obtaining and maintaining all equipment and services needed for access to and use of the Deck.Toys Services and for paying all charges related thereto; and

b. not to use the Deck.Toys Services to:

i. violate any third party rights or any local, state, national, or international law or regulation;

ii. transmit or create any materials that are abusive, harassing, tortious, defamatory, libelous, or invasive of another's privacy;

iii. transmit any material that contains adware, malware, spyware, software viruses, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;

iv. impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity; or

v. interfere with or disrupt the Deck.Toys Services or servers or networks connected to the Deck.Toys Services, or disobey any requirements, procedures, policies, or regulations of networks connected to the Deck.Toys Services.

## 5. Personal, Non-Commercial Use Only

You agree to use the Deck.Toys Services only (a) as an end user, for your personal, non-commercial use or (b) as a teacher, for academic use by you and your students in individual classes. Deck.Toys does, pursuant to a separate written agreement, permit certain third parties to integrate with the Deck.Toys Services for commercial use. Please contact [hello@deck.toys](mailto:hello@deck.toys) (mailto:hello@deck.toys) for more information about entering into a relationship with Deck.Toys that would permit commercial use of the Deck.Toys Services.

## 6. User Submissions and Generated Materials

Deck.Toys does not claim ownership of any materials (other than the underlying software and other materials of Deck.Toys and its licensors used to generate such materials), lessons, graphics, information, data, text or other materials you submit and create for display or distribution to others through the Deck.Toys Services therefrom (collectively, "**User Submissions and Generated Materials**"). As between Deck.Toys and you, you own all rights to your User Submissions and Generated Materials. You grant to Deck.Toys an irrevocable, perpetual, non-exclusive, fully-paid, worldwide license, with the right to sublicense through multiple tiers, to

use, distribute, reproduce, modify, adapt, publish, translate, publicly perform, and publicly display or otherwise use your public User Submissions and Generated Materials (in whole or in part) in connection with the operation of the Service or the promotion, advertising or marketing thereof, in any format or medium now known or later developed, without compensation or notification to or permission from the user of any kind. You acknowledge and agree that all right and title in the software code and other material used to create or display your User Submissions and Generated Materials is the property of Deck.Toys, and you hereby assign all right and title in such material to Deck.Toys. Deck.Toys hereby grants you a license to such material (a) as an end user, for your personal, non-commercial use or (b) as a teacher, for academic use by you and your students in individual classes. Deck.Toys does not pre-screen User Submissions and Generated Materials and you agree that you are solely responsible for all of your User Submissions and Generated Materials. Deck.Toys is not required to host, display, or distribute any User Submissions and Generated Materials, and may remove at any time or refuse any User Submissions and Generated Materials. Deck.Toys is not responsible for any loss, theft or damage of any kind to any User Submissions and Generated Materials. You represent and warrant that your User Submissions and Generated Materials, and Deck.Toys' authorized use thereof, do not and will not infringe the rights of any third party (including, without limitation, intellectual property rights, rights of privacy or publicity, or any other legal or moral rights).

## 6. Subscription

**Billing** If you are on a paid plan, you will be billed in advance for the use of the Service. At the end of the subscription period, the Service will automatically renew for an equivalent subscription period unless cancelled prior to the renewal date. You may cancel your paid plan at any time but no refunds are issued for the unused subscription period.

**Pricing** Deck.Toys reserves the right to modify the pricing for your subscribed plan at any time, where Deck.Toys will notify your account administrator of the pricing change via email prior to the renewal.

**Invoices** All invoices are due within thirty days of the indicated invoice date.

**Taxes** You will be responsible to pay for all taxes, duties and customs fees associated with the sales of the Services.

## 7. Deck Sharing

At the time you, as School user, submit to Deck.Toys an activity you've developed using the Deck.Toys Deck Builder (a "**Deck**"), you may elect to make your Deck public. If you do so, then you expressly authorize Deck.Toys to (i) make your Deck available to other School users for use in individual classes with other students, (ii) allow other School users to copy and modify your Deck and use the modified version in individual classes with other students and (iii) modify your Deck and make the modified version available to other School users for use in individual classes with other students.

## 8. Copyright Infringement

Deck.Toys respects the intellectual property rights of others. Accordingly, Deck.Toys has a policy of removing User Submissions and Generated Materials that violate copyright law, and, in appropriate circumstances, suspending access to the Deck.Toys Services (or any portion thereof) to any user who uses the Deck.Toys Services in violation of copyright law, and/or terminating the account of any user who uses the Deck.Toys Services in violation of copyright law. Pursuant to Title 17 of the United States Code, Section 512, Deck.Toys has implemented procedures for receiving written notification of claimed copyright infringement and for

processing such claims in accordance with such law. If you believe your copyright is being infringed by a user of the Deck.Toys Services, please provide written notice to the following Deck.Toys address for notice of claims of copyright infringement.

Deck Toys Pte Ltd  
ATTN: Copyright Agent  
21 Bukit Batok Crescent, #15-75, Singapore 658065  
Email: dmca@deck.toys

Your written notice must: (a) contain your physical or electronic signature; (b) identify the copyrighted work alleged to have been infringed; (c) identify the allegedly infringing material in a sufficiently precise manner to allow Deck.Toys to locate that material; (d) contain adequate information by which Deck.Toys can contact you (including postal address, telephone number, and e-mail address); (e) contain a statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, the copyright owner's agent, or the law; (f) contain a statement that the information in the written notice is accurate; and (g) contain a statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

## 9. Feedback

If you choose to provide technical, business or other feedback to Deck.Toys concerning the Deck.Toys Services or any Deck.Toys products or services (collectively, "**Feedback**"), Deck.Toys will be free to use such Feedback without restriction. You understand and agree that the incorporation by Deck.Toys of Feedback into any of its products or services does not grant you any proprietary rights therein.

## 10. Termination and Suspension

Without limiting other remedies, Deck.Toys may terminate or suspend your Deck.Toys Services membership or suspend your access to all or part of the Deck.Toys Services without notice if Deck.Toys believes that you have violated these Terms or have engaged in conduct that violates applicable law or is otherwise harmful to the interests of Deck.Toys, any other Deck.Toys Services user, or any third party. You may discontinue your use of the Deck.Toys Services at any time.

## 12. Third Party Services

Deck.Toys may integrate with or provide links to certain third party Internet sites and services (collectively, such third parties, "**Linked Partners**"). The Linked Partner services made available through the Deck.Toys Services or the integration of the such sites and services with the Deck.Toys Services are for your convenience only and do not signify the endorsement by Deck.Toys of such Partner sites or services.

## 13. Disclaimer and Limitations of Liability

**a. You agree that use of the Deck.Toys services is at your sole risk. The Deck.Toys services are provided on an "as is" and "as available" basis. Deck.Toys expressly disclaims all warranties of any kind, whether express or implied, with respect to the Deck.Toys services and all services provided by any of our partner (whether api partners, linked partners, or otherwise), including, but not limited to, the implied warranties of merchantability, fitness for a particular use or purpose, and non-infringement. You acknowledge that access to data and materials (including, but not limited to, your or others' user submissions and generated materials) available through the Deck.Toys services is not**



guaranteed and that Deck.Toys will not be responsible to you for any loss of data or materials caused by the Deck.Toys services or their unavailability. You understand and agree that any data, materials, services and/or information downloaded or otherwise obtained through the use of the Deck.Toys services is done at your own discretion and risk and that you will be solely responsible for any damage arising therefrom.

b. Under no circumstances will Deck.Toys or its officers, employees, directors, shareholders, agents, or licensors be liable under any theory of liability (whether in contract, tort, statutory, or otherwise) for any damages whatsoever, including direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of money, revenues, profits, goodwill, use, data or other intangible losses (even if such parties were advised of, knew of or should have known of the possibility of such damages), resulting from your (or anyone using your account's) use of the Deck.Toys services.

c. If, notwithstanding these Terms, Deck.Toys is found to be liable to you or any third party in connection with your use of the Deck.Toys services, the total liability of Deck.Toys and its officers, employees, directors, shareholders, agents, or licensors to you or to any third party is limited to one hundred U.S. Dollars (\$100).

d. *Exclusions And Limitations.* Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent that Deck.Toys may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of Deck.Toys' liability will be the minimum permitted under such applicable law.

## 14. Indemnification

You agree to indemnify, defend, and hold harmless Deck.Toys and its officers, directors, employees, consultants and agents from and against any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees) that such parties may incur as a result of or arising from your (or anyone using your account's) violation of these Terms. Deck.Toys reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with Deck.Toys' defense of such claim.

## 15. Intellectual Property

"Deck.Toys" and the Deck.Toys logo, and certain other of the names, logos, and materials displayed in the Deck.Toys Services, may constitute trademarks, trade names, or service marks ("**Marks**") of Deck.Toys or other entities. You are not authorized to use any such Marks. Ownership of all such Marks and the goodwill associated therewith remains with Deck.Toys or those other entities. The content on the Deck.Toys Services (the "**Content**"), including without limitation, the software, graphs, text and graphics, is protected under United States and international copyright laws, is subject to other intellectual property and proprietary rights and laws, and is owned by Deck.Toys or its licensors. Other than with respect to your own User Submissions and Generated Materials, (a) the Content may not be copied, modified, reproduced, republished, posted, transmitted, sold, offered for sale, or redistributed in any way without the prior written permission of Deck.Toys and its applicable licensors; and (b) you must abide by all copyright notices, information, or restrictions contained in or attached to any Content.

## 16. Miscellaneous

*Entire Agreement.* These Terms and our Privacy Policy, together with any additional terms to which you agree when using particular elements of the Deck.Toys Services (e.g., terms relating to the payment of fees for certain Deck.Toys Services), constitute the entire and exclusive and final statement of the agreement between you and Deck.Toys with respect to the subject matter hereof, and govern your use of the Deck.Toys Services, superseding any prior agreements or negotiations between you and Deck.Toys with respect to the subject matter hereof.

*Governing Law.* These Terms and the relationship between you and Deck.Toys will be governed by the laws of Singapore as applied to agreements made, entered into, and performed entirely in Singapore by Singapore residents, notwithstanding your actual place of residence. All lawsuits arising from or relating to these Terms or your use of the Deck.Toys Services will be brought in the courts located in Singapore, and you hereby irrevocably submit to the exclusive personal jurisdiction of such courts for such purpose.

*Additional Terms.* The failure of Deck.Toys to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, you nevertheless agree that the court should endeavor to give effect to the intentions of Deck.Toys and you as reflected in the provision, and that the other provisions of these Terms remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Deck.Toys Services or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in these Terms are for convenience only and have no legal or contractual effect. These Terms will remain in full force and effect notwithstanding any termination of your use of the Deck.Toys Services.



## 17. Modifications To Terms and Services

*Modifications.* These Terms may be revised periodically and this will be reflected in the “date last modified” set forth below. Your continued use of the Deck.Toys Services following such update constitutes your agreement to the revised Terms. If you object to any such changes, your sole recourse will be to cease using the Deck.Toys Services. Continued use of the Deck.Toys Services following notice of any such changes will indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes. Deck.Toys reserves the right to modify or discontinue the Deck.Toys Services with or without notice to you.

*Date Last Modified.* These Terms were last modified on September 29, 2017.

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