

## **AGREEMENT REGARDING DATA SECURITY AND PRIVACY**

Agreement dated as of December 9, 2020, by and between the Greater Southern Tier BOCES (“District”) and CK-12 Foundation (“Contractor”). This Agreement covers only student accounts sanctioned by the district and set up through the @gstboces.org domain(s).

WHEREAS, the District has licensed certain services or products from Contractor, pursuant to the CK-12 Terms of Use (dated October 22, 2020 and defined herein as “Attachment A”), and as further defined in this Agreement;-and

WHEREAS, Contractor is a third-party contractor as defined in Part 121 of the Commissioner’s Regulations, that will receive student data or teacher or principal data from the District pursuant to “Attachment A,” and this Agreement for purposes of providing services to the District; and

WHEREAS, the parties agree that if any provision of this Agreement conflicts with a provision of “Attachment A,” the provision as set forth in this Agreement shall supersede and prevail over said other provision;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements contained herein, and for other good and valuable consideration, including the above-referenced “Attachment A,” the Contractor and the District hereby agree as follows:

A. The Contractor shall comply with all state, federal, and local laws, regulations, rules, and requirements related to the confidentiality of records and data security and privacy, including the Parents’ Bill of Rights, hereinafter referred to as “Attachment B,” and Supplemental Information, annexed hereto and herein after referred to as “Attachment C.”

B. The Contractor may receive personally identifiable information from student records (“Education Records”) and/or personally identifiable information from annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release pursuant to Education Law § 3012-c and 3012-d (collectively, “PII Data”). The Contractor shall, therefore, comply with the following provisions in order to maintain the security and confidentiality of personally identifiable information:

- (i) adopt technologies, safeguards and practices in alignment with the NIST Cybersecurity Framework;
- (ii) limit the Contractor’s internal access to Education Records to individuals with legitimate educational interests;
- (iii) use PII Data only for the purposes explicitly authorized by this Agreement and not for any other purpose;
- (iv) not disclose any personally identifiable information from PII Data to any other party without prior written consent, unless disclosure is required by statute or court order and written notice is given to the District (notice is not required if it is expressly prohibited by a statute or court order);

- (v) maintain reasonable safeguards to maintain confidentiality of personally identifiable information in PII Data;
- (vi) use legally mandated encryption technology<sup>1</sup> to protect data from unauthorized disclosure while the data is in motion or in the contractor's custody; and
- (vii) not sell, use or disclose student, teacher or principal personally identifiable information for any marketing or commercial purpose.
- (viii) For the avoidance of doubt, it is expressly understood and agreed that Education Records do not include students' Curriculum Contributions, as defined in the CK-12 Terms of Use, "Attachment A."

C. The Contractor represents and warrants that it will follow and abide by the guidelines and legal standards as set forth in the Contractor's data security and privacy plan as attached hereto as "Attachment D."

The Contractor's data security and privacy plan shall, at a minimum:

- (i) outline how the Contractor will implement State and federal data security and privacy contract requirements for the life of the contract;
- (ii) specify administrative, operational and technical safeguards the third-party contractor will use to protect personally identifiable information;
- (iii) show that it complies with requirements of §121.3(c) of the Commissioner's Regulations;
- (iv) specify how the third-party contractor's employees and any assignees with access to student data, or teacher or principal data receive or will receive training on relevant confidentiality laws, before receiving access to such data;
- (v) specify if the third-party contractor will use subcontractors and how it will ensure personally identifiable information is protected;
- (vi) specify an action plan for handling any breach or unauthorized disclosure of personally identifiable information and promptly notify the school district of any breach or unauthorized disclosure; and
- (vii) describe whether, how and when data will be returned, transitioned to a successor contractor, deleted or destroyed when the contract ends or is terminated.

D. The Contractor must notify the District of any breach of security resulting in an unauthorized release of personally identifiable information from PII Data by the Contractor or the Contractor's officers, employees, assignees or subcontractors. This notification must be made in the most expedient way possible and without delay. In addition, the Contractor must notify the District of the breach of security in writing. This written notification must be sent by the Contractor in the most expedient way possible and without unreasonable delay, and not later than seven (7) calendar days after confirmation of the breach of security resulting in an unauthorized release of personally identifiable information from PII Data, to the designated District representative and will be delivered to the District by electronic mail to Rob McKenzie, Data Protection Officer, [dpo@gstboces.org](mailto:dpo@gstboces.org). In the case of an unauthorized release of personally identifiable information from PII Data by the Contractor or the Contractor's officers, employees,

assignees or subcontractors, the

<sup>1</sup>Encryption means methods of rendering personally identifiable information unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified or permitted by the Secretary of the United States department of health and human services in guidance issued under Section 13402(H)(2) of Public Law 111-5.<sub>2</sub>

Contractor will reimburse the District for all the District’s costs, up to but not in excess of any fees paid by the District to the Contractor within the affected academic/license year, associated with the District’s obligation to notify the State’s chief privacy officer, parents, students, teachers and/or principals of the unauthorized release.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals as of the date and year first above written.

<p>DISTRICT: Greater Southern Tier BOCES</p> <p>BY: Rob McKenzie, Data Protection Officer</p> <p><i>Robert C McKenzie</i></p> <p>DATE: 7/26/2021</p>	<p>CONTRACTOR: CK-12 Foundation</p> <p>BY: Miral Shah, Chief Technology &amp; Product Officer</p> <p>DocuSigned by: <i>Miral Shah</i> 81C4BF5FA8444CF...</p> <p>DATE: December 9, 2020</p>
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## ATTACHMENT A CK-12 TERMS OF USE (October 22, 2020)

Welcome to the CK-12 Platform (defined below) which is owned and operated by CK-12 Foundation, a California non-profit corporation (“CK-12” or “we” or “us” or “our”). As used herein, “CK-12 Platform” means and includes the [CK12.org](http://CK12.org) website and any and all other online and mobile applications and services owned or operated by CK-12, whether existing now or in the future.

CK-12’s mission is to reduce the cost of textbook materials for the K-12 market both in the U.S. and worldwide. Using an open-source, collaborative, and web-based compilation model, CK-12 pioneers and promotes the creation and distribution of high-quality, adaptive online textbooks that can be mixed, modified and printed (i.e., the FlexBook® textbooks). The Platform is designed to serve as both an information resource and an application platform for K-12 teachers, educators and students who wish to join our online community.

The following terms and conditions, together with our [Privacy Policy](#), [DMCA Statement](#), [attribution guidelines](#), and such other documents referenced or incorporated herein, constitute the Terms of Use (our “TOU”) that govern your use of the CK-12 Platform. PLEASE READ THE ENTIRE TOU CAREFULLY BEFORE USING THE CK-12 PLATFORM. By using the CK-12 Platform, you acknowledge that you have read and understand our TOU in its entirety, and agree to be bound by its terms. If you do not agree to any of the terms contained in our TOU, please refrain from using the CK-12 Platform. If you are a parent or legal guardian of a minor (i.e., a person under the age of 18), you understand and acknowledge that use of the CK-12 Platform by such minor is governed by and subject to our TOU.

### ATTENTION

Please keep the following in mind when using the CK-12 Platform:

- You are permitted to use CK-12 Content (defined below) for non-commercial purposes only and subject to all other restrictions specified herein. The non-commercial use restriction applies also to user behavioral or activity data derived from the CK-12 Platform.
- You are NOT permitted to use CK-12 Content for any “Machine Learning” or “Artificial Intelligence (AI)” or similar or related purpose or application (whether commercial or non-commercial), unless you enter into a separate license agreement with CK-12. This restriction applies also to user behavioral or activity data derived from the CK-12 Platform.

- You must identify CK-12 as the source and follow our attribution guidelines, if you reproduce, display, or share CK-12 Content outside the CK-12 Platform.

## 1. CERTAIN DEFINITIONS

“**CK-12 Content**” means CK-12 Curriculum Material (as defined below) and all other CK-12 content made available on the CK-12 Platform, including, without limitation, articles, editorials, blogs, images, graphics, photographs, audio, video, multimedia and interactive content, **but excluding** (i) software programs and applications embedded in the FlexBook Platform® and (ii) algorithms embodied in or derived from the content made available on the CK-12 Platform.

“**CK-12 Curriculum Material**” means any CK-12 curriculum material, course material, textbook, teaching guide, study guide, test and practice materials, and other like material made available on the CK-12 Platform.

“**Curriculum Contribution**” means any Member-made addition, revision, correction, rework or improvement to CK-12 Curriculum Material.

“**Member**” means any User who registers as a member on the CK-12 Platform. Membership registration is required to access and use certain features on the CK-12 Platform, including the FlexBook Platform®.

“**User**” or “**you**” means any person using the CK-12 Platform.

“**User Posting**” means any content, material, information, data, message or communication originated by a User. For the avoidance of doubt, all of the following will be deemed to constitute User Postings under our TOU: any account registration and profile information submitted by a User; any Curriculum Contribution by a User; any information submitted by a User through a chat or other interactive function; and any comment, view, opinion, or other message or communication posted by a User.

## 2. CHANGES TO TOU

We reserve the right to modify our TOU from time to time in our sole discretion. For example, we may amend our TOU to incorporate additional rules and policies as may be established by CK-12 from time to time. If we make material changes to our TOU, we will announce and post such changes on the CK-12 Platform for the general public. If you are a Member, we may also notify you of the material changes via email and may ask you to affirmatively consent to and accept the changes at the time of your next account login on the CK-12 Platform. By continuing to use the CK-12 Platform or any CK-12 Content after such notice or consent, you are bound by our TOU as modified.

### **3. RESERVATION OF RIGHTS BY CK-12**

Your use of the CK-12 Platform and CK-12 Content is a privilege, and NOT a right. 5

**Accordingly, CK-12 expressly reserves the following rights:**

- the right to suspend, revoke and terminate your privilege to use the CK-12 Platform and CK-12 Content at any time and with or without notice, should you violate our TOU or any applicable law (please note that a violation of our TOU by anyone using the CK-12 Platform or any CK-12 Content under your authority or permission will be deemed a violation by you, whether or not the violation is with or without your knowledge or consent);
- the right to terminate the membership account of any User who is determined by us to be a repeat copyright infringer and to deny re-registration by such User;
- the right to suspend, delete, remove, block, disable and deny access to any User Postings at any time, for any or no reason, and with or without notice, including, without limitation, User Postings which, in the sole judgment of CK-12, violate our TOU or any applicable law, or may expose or subject CK-12 to claims or liabilities of any kind, or may adversely affect the reputation or goodwill of CK-12, or may pose threats, danger or harm of any kind to the CK-12 Platform, any CK-12 Content, or other Users;
- the right to investigate any violation or suspected violation of our TOU and cooperate with law enforcement authorities and/or third parties in such investigation;
- the right to preserve and disclose any User Postings if doing so is required by law or, in our good faith belief, is reasonably necessary to: (a) comply with legal process; (b) enforce our TOU; (c) respond to claims that any User Postings violate the rights of third parties; (d) respond to an emergency; or (e) protect the rights, property or safety of CK-12, its Users, and/or the public; and
- the right to disclose and share your personal information in certain circumstances as described in our Privacy Policy.

### **4. RESPONSIBILITY FOR USER POSTINGS**

All User Postings are the sole responsibility of the User or Users from whom such postings were originated. This means that you, and not CK-12, are entirely responsible for all User Postings made by you. You acknowledge and agree that:

- CK-12 may, but has no obligation to, pre-screen, review, edit or monitor any User Postings, including User Postings submitted through chat bots or other interactive features;
- CK-12 does not direct or control User Postings and makes no representation or warranty whatsoever as to the accuracy, integrity, validity or legitimacy of any User Postings;
- the CK-12 Platform is a public forum and CK-12 cannot control how third parties and other Users use personal information when posted publicly on the CK-12 Platform;
- for any personal information that you choose to publish, have published, or otherwise share with others on the CK-12 Platform,

you are deemed to have expressly waived your right and expectation of privacy for such information; and

- under no circumstances will CK-12 be responsible or liable for others' use or misuse of any information or data that you choose to publicly publish, have published, or otherwise share with other Users or third parties on the CK-12 Platform.

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## 5. PROHIBITED CONDUCT

The following activities are strictly prohibited on the CK-12 Platform:

- Use CK-12 Content or user behavioral or activity data derived from the CK-12 Platform, for any commercial purpose, ***except pursuant to a separate license agreement entered into with CK-12;***
- Use CK-12 Content or user behavioral or activity data derived from the CK-12 Platform, for any "Machine Learning" or "Artificial Intelligence (AI)" or similar or related purpose or application (whether commercial or non-commercial), ***except pursuant to a separate license agreement entered into with CK-12;***
- Make any User Postings that are unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, libelous, vulgar, offensive, obscene, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- Harm minors in any way;
- Impersonate any person or entity, or falsely state or otherwise misrepresent your association or affiliation with any person or entity (including CK-12);
- Forge headers or otherwise manipulate identifiers in order to disguise the origin or source of your User Postings;
- Make any User Postings that you have no right, authority or permission to make; • Make any User Postings that infringes, violates or misappropriates any copyright, trademark, trade secret, patent, right of privacy, right of publicity, or other property, personal or proprietary right of any person or entity (including CK-12);
- Make any User Postings that are commercial in nature, including unsolicited advertising, promotional and marketing materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- Make any User Postings that contain viruses, spyware, malware, or any other malicious or harmful computer code, files or programs that are designed to invade, infiltrate, damage, disrupt, interfere with, or otherwise adversely affect any computer software, hardware, network or equipment;
- Engage in "trolling," such as making any User Postings that are off-topic, absurd, or meaningless, with the intent of causing disruption or provoking reaction from others, or disrupting the normal flow of dialogue, causing a screen to "scroll" faster than other Users are able to type, or otherwise acting in a manner that negatively affects other Users' ability to engage in real time exchanges;
- Interfere with or disrupt the CK-12 Platform or any servers or networks connected to the CK-12 Platform, or disobey any requirements, procedures, protocols, policies or regulations of networks connected to the CK-12 Platform, or engage in reverse engineering, decoding, decompiling, disassembling or similar act with respect to any software program or

application embedded in the FlexBook Platform®;

- Violate any applicable law, whether intentionally or unintentionally;
- Stalk or otherwise harass any other person or entity;
- Solicit or collect personal data about others for any unlawful or unauthorized purpose, or in violation of our TOU;
  - Override or circumvent (or attempt to override or circumvent) any usage rules or content protection measures embedded in the CK-12 Platform or any CK-12 Content; 7
- Use another Member's Username, Password or other account information without permission; or
- Engage in any other conduct or activity that CK-12 determines, in its sole judgment, is illegal, abusive, harmful or improper.

To report abuse or prohibited conduct, please see Section 14 (Contact Us) on how to contact us.

## **6. INTELLECTUAL PROPERTY**

### **6.1. CK-12 Trademarks and Service Marks**

The names "CK-12" and "CK12" and associated logos and the terms "FlexBook®" and "FlexBook Platform®" (collectively "**CK-12 Marks**") are trademarks and service marks of CK-12 Foundation and are protected by federal, state and international laws. Except for purposes of attribution as required by and in compliance with the CC License and our TOU, you may not use CK-12 Marks, or any variations thereof, for any purpose or in any manner, without express prior written consent of CK-12. Without limitation to the generality of the foregoing, you may not use any CK-12 Marks for advertising, promotional or marketing purposes, or for seeking commercial or monetary gain, or in any way that deliberately or inadvertently claims, suggests, implies, or in CK-12's sole judgment gives the appearance or impression of, any association, connection or affiliation with CK-12 (other than a truthful, non-misleading indication that you are a User or Member of the CK-12 Platform), or any endorsement, sponsorship or approval by CK-12.

Unless otherwise noted, all other trademarks and service marks appearing on the CK-12 Platform are the property of their respective owners.

### **6.2. CK-12 Copyrights**

All CK-12 Content is protected under U.S. and international copyrights. CK-12 owns and retains all rights, title and interest, including all rights under copyright, in and to all CK-12 Content. Your rights to use, share and adapt CK-12 Content under the CC License are merely those of a non-exclusive licensee, and you do not acquire copyright ownership with respect to any CK-12 Content.


### **6.3. CK-12 Legal Notices**

To the extent any CK-12 Content contains or includes any CK-12 legal disclaimers, CK-12's



trademark, copyright and/or other legal rights notices, and/or CK-12's source, identification and/or attribution information (collectively “**CK-12 Legal Notices**”), you must keep intact all such CK-12 Legal Notices, and may not remove, alter, destroy, conceal or otherwise temper or interfere with the same.

#### **6.4. CK-12 Content – Our License to You**

Except as expressly otherwise noted, and subject to the exceptions specified below, all CK-12 Content (including CK-12 Curriculum Material) is made available to Users in accordance with the **Creative Commons Attribution-NonCommercial 4.0 International (CC BY-NC 4.0) License** (<https://creativecommons.org/licenses/by-nc/4.0/> ) , as amended and updated by Creative Commons from time to time (the “**CC BY-NC License**”), which is incorporated herein by this reference.

The CC BY-NC License allows you to freely share and adapt CK-12 Content, provided that: (i) you give proper attribution to CK-12 in the manner specified in our [attribution guidelines](#), but not in any way that suggests that CK-12 endorse you or your use; (ii) you may **not** use, copy, reproduce, perform, display, distribute, transmit, disseminate, modify, adapt, create derivative works from, or otherwise exploit CK-12 Content for commercial purposes, including for commercial advantage or private monetary compensation; (iii) for any reuse or distribution of CK-12 Content, you must make clear to others the CC BY-NC License terms (the best way to do this is with a link to <https://creativecommons.org/licenses/by-nc/4.0/>); and (iv) you comply with all other requirements as may be specified in the CC BY-NC License. **The CC BY-NC license supersedes and replaces any Creative Commons license previously adopted by CK-12 for CK-12 Content.**

If you do not agree to the terms of the CC BY-NC License, please refrain from using CK-12 Content in any manner, including downloading, copying, reproducing, printing, editing, modifying, distributing or transmitting such content, in any media or by any means, whether now known or hereafter developed. If you accept the terms of the CC BY-NC License and proceed to use any CK-12 Content, then any breach or violation by you of the CC BY-NC License will automatically constitute a violation of our TOU and may subject you to liability to CK-12 for copyright infringement.

#### **EXCEPTIONS:**

- Notwithstanding the above, the CC BY-NC License does ***NOT*** apply to photos, images and other materials contained in CK-12 Content which have been licensed by CK-12 from Shutterstock.com, Getty Images, and/or other commercial stock photo/image agencies (you can easily identify such a photo or image by looking at the credit embedded within or associated with the photo or image) (each, a “**Licensed Stock Photo**”). You are allowed to retain a copy of a Licensed Stock Photo for your own personal, non-commercial use only,

BUT (i) you may **NOT** modify, alter, adapt, or otherwise create any derivative work from, a Licensed Stock Photo and (ii) you may **NOT** distribute, transmit or disseminate a Licensed Stock Photo or any copy or derivative work thereof, to any third party, whether by itself, as part of CK-12 Content, as part of your Curriculum Contributions, or otherwise. Further, you may not sublicense, assign, or make available for resale any printed copy of a Licensed Stock Photo provided by Shutterstock.com or any CK-12 Content containing a Licensed Stock Photo provided by Shutterstock.com.

● **ANY OF THE FOLLOWING USES REQUIRES A SEPARATE LICENSE FROM CK-12 AND IS NOT COVERED BY THE CC BY-NC LICENSE GRANTED HEREIN:**

- using CK-12 Content or user behavioral or activity data derived from the CK-12 Platform, for any commercial purpose; or
- using CK-12 Content or user behavioral or activity data derived from the CK-12 Platform, for any “Machine Learning” or “Artificial Intelligence (AI)” or similar or related purpose or application (whether commercial or non-commercial).

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### **6.5. FlexBook Platform® Software – Our License to You**

As a Member, you are hereby granted a limited license to use any and all software programs and applications embedded in the FlexBook Platform® solely on and within the CK-12 Platform and solely during each session of your visit to the CK-12 Platform. Cancellation or termination of your membership on the CK-12 Platform for any reason will automatically result in termination of such limited license.

### **6.6. User Postings – Your License to CK-12**

Certain features of the CK-12 Platform allow Members (and only Members) to make, publish, share and store their Curriculum Contributions on the CK-12 Platform, as well as the ability to view, access, and further adapt and build upon Curriculum Contributions of other Members. Members retain copyright ownership in their Curriculum Contributions and other User Postings made on the CK-12 Platform (excluding and subject to CK-12’s copyright in the preexisting CK-12 Curriculum Material), PROVIDED that by making any Curriculum Contribution or any other User Posting on the CK-12 Platform, you hereby expressly and irrevocably grant to CK-12 a **non-exclusive, royalty-free, fully paid-up, worldwide, perpetual** license to freely use, copy, reproduce, perform, display, distribute, transmit, disseminate, modify, adapt, create derivative works from, and otherwise exploit (with the right to authorize and grant sub-licenses to others to do so) such Curriculum Contribution or such other User Posting by you, whether as part of CK-12 Content, on the CK-12 Platform, or otherwise, for any and all purposes (commercial and non-commercial) as CK-12 deems appropriate, and in any and all media now known or hereafter devised.

### **6.7. Notification of Copyright Infringement Claims**

If you believe your copyright has been infringed or violated by any CK-12 Content or any User

Postings on the CK-12 Platform, please see our DMCA Statement for further information. Our DMCA Statement constitutes an integral part of our TOU and is incorporated herein by this reference.

## 7. LIMITS REGARDING DATA STORAGE

You understand and acknowledge that CK-12 may from time to time establish and update rules and limits concerning storage of User Postings on the CK-12 Platform and on its server(s), including, without limitation: (1) limits on the file size of each posting; (2) limits on the disk space that will be available for use by a Member on CK-12's server(s); (3) the maximum number of days for which a posting will be retained by the CK-12 Platform; (4) the maximum number of postings that may be sent from or received by a Member account at a given time; (5) the maximum number of times (and the maximum duration for which) you may access the CK-12 Platform or any CK-12 Content in a given period of time; and (6) the maximum duration for which the CK-12 Platform may allow a Member's log-in session to remain idle or inactive (i.e., how long before CK-12 may terminate such a session).

You acknowledge and agree that CK-12 will not be responsible or liable for the deletion or failure to process or store any User Postings where such deletion or failure is caused by: (1) CK-12 protecting the CK-12 Platform and its server(s) from data overload, or CK-12 complying with rules and limits established by our service providers; or (2) you failing to comply with any rules or limits established by CK-12.

## 8. LINKS TO THIRD PARTY WEBSITES

The CK-12 Platform may contain links to certain third-party websites. For example, we may display links to the Creative Commons webpage (where the text of the CC License is published) on the CK-12 Platform, so Users can conveniently click on those links to read the terms of the CC License. Also, for Members who cannot (or do not wish to) carry out printing themselves, the FlexBook Platform® may contain links to one or more third-party service providers who can help Members print and compile their FlexBook® textbooks (each, a **“Thirty-Party Service Provider”**). CK-12 neither offers textbook printing services nor handles any transactions for any such Third-Party Service Provider. Members must go to a Third-Party Service Provider's website directly to place printing orders and carry out all related transactions, including payment processing. Any printing order or transaction will be directly between you and the Third-Party Service Provider, with no involvement whatsoever by CK-12.

Links to third-party websites are provided for your convenience only and do not constitute CK-12's endorsement, sponsorship, warranty or approval of such linked websites or any product, service or content offered on such linked websites. CK-12 does not own or control such linked websites and does not warrant or guarantee that any product, service or content offered on such linked websites will be suitable for you. You access and use such linked websites entirely at your own risk. You acknowledge and agree that under no circumstances will CK-12 be responsible or liable in any way for any errors, omissions, conduct or activity of such linked websites, or for any claims, losses,

damages or injuries of any kind incurred by you as a result of your use of or reliance upon any product, service or content offered on such linked websites.

## **9. ONLINE PRIVACY**

CK-12 respects your online privacy and understands the importance of protecting your online privacy in accordance with applicable laws. Please see our [Privacy Policy](#) for information regarding our online privacy practices.

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## **10. DISCLAIMERS**

THE CK-12 PLATFORM, ALL CK-12 CONTENT, AND ALL SERVICES, FEATURES AND APPLICATIONS OFFERED ON THE CK-12 PLATFORM ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY LAW, CK-12 EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CK-12 PLATFORM, ANY AND ALL CK-12 CONTENT, AND ANY AND ALL SERVICES, FEATURES AND APPLICATIONS OFFERED ON THE CK-12 PLATFORM, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES OF TITLE AND NON-INFRINGEMENT. WITHOUT LIMITATION TO THE GENERALITY OF THE FOREGOING, CK-12 DOES NOT WARRANT OR GUARANTEE THAT THE CK-12 PLATFORM, ANY CK-12 CONTENT, OR ANY SERVICE, FEATURE OR APPLICATION OFFERED ON THE CK-12 PLATFORM, IS ERROR-FREE, UNINTERRUPTED, OR WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, OR THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS MAY NOT APPLY TO YOU.

## **11. LIMITATION OF LIABILITY**

IN NO EVENT SHALL CK-12 OR ITS AFFILIATES BE LIABLE UNDER CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOST PROFITS, LOSS OF DATA OR INFORMATION OF ANY KIND, OR LOSS OF BUSINESS GOODWILL OR OPPORTUNITY) ARISING FROM OR IN CONNECTION WITH THE CK-12 PLATFORM, ANY CK-12 CONTENT, OR ANY SERVICE, FEATURE OR APPLICATION OFFERED ON THE CK-12 PLATFORM, OR YOUR USE OF (OR YOUR INABILITY TO USE) OR RELIANCE UPON ANY OF THE FOREGOING, REGARDLESS OF

WHETHER OR NOT CK-12 AND/OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## **12. USER INDEMNIFICATION**

TO THE EXTENT ALLOWED BY APPLICABLE LAW, YOU AGREE TO DEFEND, INDEMNIFY AND HOLD CK-12 AND ITS AFFILIATES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, DEMANDS, SUITS, PROCEEDINGS, JUDGMENTS, ORDERS, DAMAGES, LIABILITIES, LOSSES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND LEGAL COSTS) ARISING FROM OR IN CONNECTION WITH: (1) YOUR USE OF OR RELIANCE UPON THE CK-12 PLATFORM, ANY CK-12 CONTENT, OR ANY SERVICE, FEATURE OR APPLICATION OFFERED ON THE CK-12 PLATFORM; (2) ANY USER POSTINGS MADE BY YOU; OR (3) YOUR BREACH OR VIOLATION OF ANY PROVISION OF OUR TOU OR ANY APPLICABLE LAW. CK-12 AND ITS AFFILIATES RESERVE THE RIGHT, AT THEIR OWN COST, TO ASSUME THE EXCLUSIVE CONTROL OVER THE DEFENSE AND SETTLEMENT OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, IN WHICH EVENT YOU SHALL FULLY COOPERATE WITH CK-12 AND ITS AFFILIATES IN SUCH DEFENSE AND SETTLEMENT.

## **13. MISCELLANEOUS**

Our TOU is governed by and shall be construed in accordance with the laws of the State of California, U.S.A., without regard to its conflict of laws principles. Any dispute arising between you and CK-12 concerning the CK-12 Platform, any CK-12 Content, any User Postings, or our TOU shall be decided exclusively by state and federal courts located in the Santa Clara County, State of California, U.S.A. Our TOU constitutes the entire agreement between you and CK-12 concerning your use of the CK-12 Platform and CK-12 Content. If any portion of our TOU is deemed invalid by a court of competent jurisdiction, the invalidity of such portion shall not affect the validity of the remaining portions of our TOU, all of which shall remain in full force and effect. No waiver of any provision of our TOU shall be deemed a further or continuing waiver of such provision or a waiver of any other provision, and our failure to assert any right or provision under our TOU shall not constitute a waiver of such right or provision.

## **14. CONTACT US**

If you have any questions regarding our TOU, please contact us at:

CK-12 Foundation

3430 W. Bayshore Rd., Suite 101  
Palo Alto, CA 94303 USA

Tel: 650-494-1302

Fax: 650-494-1313

Email: [legal@ck12.org](mailto:legal@ck12.org)

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**ATTACHMENT B**  
**PARENTS' BILL OF RIGHTS FOR**  
**STUDENT DATA PRIVACY AND SECURITY**

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

1. A student's personally identifiable information (PII) cannot be sold or released for any commercial purpose. PII, as defined by Education Law § 2-d and FERPA, includes direct identifiers such as a student's name or identification number, parent's name, or address; and indirect identifiers such as a student's date of birth, which when linked to or combined with other information can be used to distinguish or trace a student's identity. Please see FERPA's regulations at 34 CFR 99.3 for a more complete definition.
2. The right to inspect and review the complete contents of the student's education record stored or maintained by an educational agency. This right may not apply to parents of an Eligible Student.
3. State and federal laws such as Education Law § 2-d; the Commissioner of Education's Regulations at 8 NYCRR Part 121, 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); protect the confidentiality of a student's identifiable information.
4. Safeguards associated with industry standards and best practices including but not limited to encryption, firewalls and password protection must be in place when student PII is stored or transferred.

5. A complete list of all student data elements collected by NYSED is available at <http://www.nysed.gov/data-privacy-security/student-data-inventory> and by writing to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234.
6. The right to have complaints about possible breaches and unauthorized disclosures of PII addressed. Complaints should be directed to: \_Data Protection Officer, GST BOCES, 459 Philo Rd., Elmira, NY 14903. Complaints may also be submitted to NYSED at <http://www.nysed.gov/data-privacysecurity/report-improper-disclosure>, by mail to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234; by email to [privacy@nysed.gov](mailto:privacy@nysed.gov); or by telephone at 518-474- 0937.
7. To be notified in accordance with applicable laws and regulations if a breach or unauthorized release of PII occurs.
8. Educational agency workers that handle PII will receive training on applicable state and federal laws, policies, and safeguards associated with industry standards and best practices that protect PII.
9. Educational agency contracts with vendors that receive PII will address statutory and regulatory data privacy and security requirements.

**ATTACHMENT C**  
**PARENTS' BILL OF RIGHTS FOR**  
**STUDENT DATA PRIVACY AND SECURITY**



### **THIRD PARTY CONTRACTOR SUPPLEMENT**

In accordance with its obligations under the Parents' Bill Rights and Data Privacy and Security Agreement, the Contractor verifies the following supplemental information to the Parents' Bill of Rights regarding data privacy and security:

(1) The student data or teacher or principal data (collectively, "PII Data") received by the Contractor will be used exclusively for the following purpose(s):

Contractor and its agents, employees and subcontractors, if any, shall use PII Data solely for the purpose of providing services as set forth in the CK-12 Terms of Use, "Attachment A," and this Agreement. Contractor and its agents, employees and subcontractors will not use PII Data for any other purposes. Any Data received by Contractor or any of its agents, employees, subcontractors or assignees shall not be sold or released for any commercial purposes, nor shall it be sold or used for marketing purposes.

(2) The Contractor will ensure the confidentiality of PII Data that is shared with subcontractors or other persons or entities as follows:

In the event that Contractor subcontracts with an outside entity or individual in order to fulfill its obligations to the District, Contractor ensures that it will only share PII Data with such subcontractors as described as "Third Party Service Providers" in "Attachment D" section (v) who maintain such data privacy and security consistent with those required of Contractor pursuant to the Agreement. Contractor will maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of PII Data in its custody consistent with the data protection and security requirements of state and federal law and regulations by adhering to the provisions in the "THIRD-PARTY CONTRACTOR'S DATA SECURITY AND PRIVACY PLAN," "Attachment D."

(3) This Agreement is effective upon execution by both parties and shall continue until terminated by either party by giving at least 30 days written notice. Within thirty (30) calendar days after the termination of the Agreement, all PII Data will be de-identified and/or deleted from Contractor's computer systems, based on written request from the District. Contractor will provide written confirmation of such disposition to the District, upon written request.

(4) A parent, student, teacher or principal can challenge the accuracy of PII Data received by the Contractor as follows:

In the event that a parent or eligible student wishes to challenge the accuracy of PII Data concerning that student that is maintained by Contractor or its subcontractors, such challenge may be processed through the procedures provided by the applicable educational agency or institution for amendment of education records under the Family Educational Rights and Privacy Act (FERPA). In the event that Contractor is notified of the outcome of any such

errors made by Contractor, it will promptly correct any inaccurate data it or its subcontractors

or assignees maintain. The District or the applicable New York education agency/institution will use FERPA's data correction procedures, as applicable, to update any data that is not a result of an error made by Contractor or its subcontractors.

(5) The following is how PII Data will be stored and what security protections will be taken by the Contractor:

All Data in Contractor's possession will be securely stored. Contractor represents that the following security protections, including encryption where applicable, will be in place to ensure that PII Data is protected.

- Password protections
- Administrative procedures
- Encryption while PII is in motion and at rest
- Firewalls

**ATTACHMENT D**  
**THIRD-PARTY CONTRACTOR'S**  
**DATA SECURITY AND PRIVACY PLAN**

In accordance with its obligations under the Parents' Bill Rights and Data Privacy and Security Agreement, the Contractor represents and warrants that its data security and privacy plan described below or attached hereto contains the following minimum required provisions:

- (i) Contractor will implement State and federal data security and privacy contract requirements for the duration of its contract by:

Adhering to the NIST Cybersecurity Framework. Our NIST "Current Profile" is available upon request.

- (ii) Contractor will use the following administrative, operational and technical safeguards to protect personally identifiable information:

Refer to Section 11 of the CK-12 Privacy Policy, "Attachment E."

- (iii) Contractor has complied with requirements of §121.3(c) of the Commissioner's Regulations by providing and complying with the supplemental contractor information as follows:

§121.3(c)(1)

- Refer to Section 5 in the CK-12 Privacy Policy, "Attachment E."

§121.3(c)(2)

- Refer to Section 6 in the CK-12 Privacy Policy, "Attachment E."

§121.3(c)(3)

- For contract duration, refer to item 3 in the Supplement to the Parents' Bill of Rights, "Attachment C," above.

- For disposition or transfer of data, refer to item 3 in the Supplement to the Parents' Bill of Rights, "Attachment C," above, and to Sections 8 and 13 in the CK-12 Privacy Policy, "Attachment E."

§121.3(c)(4)

- Refer to item 4 in the Parents' Bill of Rights above.

§121.3(c)(5)

- The CK-12 site runs on the Amazon Web Services (AWS) cloud.

- Refer to Section 13 in the CK-12 Privacy Policy, "Attachment E," for more information on security.

§121.3(c)(6)

- Refer to Section 13 in the CK-12 Privacy Policy, “Attachment E.”

- (iv) Contractor’s employees and any assignees with access to student data, or teacher or principal data have received or will receive training on relevant confidentiality laws, before receiving access to such data, as follows:

Employees with access to PII receive training on handling this data.

- (v) Contractor works with third party service providers for cloud-based hosting, communicating with users for product support and information, troubleshooting issues, and analytics.

For more information on any of the third parties used by Contractor, please email: [support@ck12.org](mailto:support@ck12.org)

- (vi) Contractor will implement an action plan for handling any breach or unauthorized disclosure of personally identifiable information and will promptly notify the school district of any breach or unauthorized disclosure as follows:

CK-12 has an established incident response plan, which can be provided upon request.

- (vii) Data will be returned, transitioned to a successor contractor, deleted, de-identified, or destroyed when the contract ends or is terminated as follows:

- For disposition or transfer of data, refer to item 3 in the Supplement to the Parents’ Bill of Rights, “Attachment C,” above, and to Section 6 in the CK-12 Privacy Policy, “Attachment E.”

**ATTACHMENT E**  
**CK-12 PRIVACY POLICY**  
**(October 22, 2020)**



We are CK-12 Foundation, a U.S. non-profit organization dedicated to free educational content. This Privacy Policy describes how we use and share the personal information we collect about you when you use our Platform, which includes our website (ck12.org) and related products and services (including our mobile applications). This Privacy Policy also contains information about the rights and choices you have regarding your personal information.

PLEASE READ OUR ENTIRE PRIVACY POLICY CAREFULLY BEFORE USING OUR PLATFORM.

**1. NOTICE TO SCHOOLS**

The section provides information to school districts that have entered into agreements with CK-12 Foundation (a “**Contracting School**”) regarding the use of our Platform by students of their school districts.

Under our agreement with a Contracting School, we may receive and have access to personal information about its students. Our use of personal information about students at a Contracting School is subject to the terms of our agreement with that Contracting School. In the event of a conflict with this Privacy Policy, the terms of our agreement with a Contracting School will control to the extent the conflict is directly related to the information privacy of its students.

We assist Contracting Schools in responding to requests from parents and students regarding students’ information privacy. For students of a Contracting School and their parents, we may refer you to that Contracting School if you have questions about our information privacy practices.

When students of a Contracting School create accounts on our Platform using their

school-designated email addresses, we will treat such accounts as “student records” and will comply with the requirements of our agreement with the Contracting School regarding the privacy of such accounts.

Students of a Contracting School may also create personal accounts on our Platform using their personal email addresses. Under our agreement with a Contracting School, students’ personal accounts will not be deemed part of their “student records.”

## 2. CHILDREN’S PRIVACY

In this Privacy Policy, we refer to the following user as a “**child**”:

- A user located within the United States who is known by us to be under the age of 13; and
- A user located in a country outside of the United States who is known by us to be under the age threshold established by the applicable children’s data privacy law of that country.

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Children’s privacy is important to us, and we do not require a child to disclose more information than necessary to participate in the Platform. Younger visitors should always check with their parents or guardians before entering information online. We encourage families to discuss their household guidelines regarding the online sharing of personal information. If we have obtained information about a child under an agreement with a Contracting School, we do not ordinarily need to obtain the parent or guardian’s consent because the Contracting School has provided consent on behalf of the parent or guardian.

Within the United States, we do not knowingly permit children under 13 to register on our Platform without parental consent.

Outside of the United States, we take steps (as required by applicable local law) to obtain parental consent before allowing children to register on our Platform.

If you are a parent or guardian of a child, you have the option to:

- Review the personal information we maintain about your child;
- Direct us to delete the personal information we maintain about your child; and
- Request that we stop collecting or using the child’s personal information.

Certain personal information about your child may be posted publicly, as described in more detail [below](#). If you would like to make a request about your child’s personal information, or if you have any questions about how we protect children’s privacy, please email [support@ck12.org](mailto:support@ck12.org). Exercising certain rights, such as deleting personal information, may result in your child not being able to use the Platform.

## 3. CHANGES TO OUR PRIVACY POLICY

We may modify our Privacy Policy to reflect updates to our practices or changes in the law. We will take steps to notify you of such changes by announcing them on our Platform.

#### **4. PERSONAL INFORMATION WE MAY COLLECT ABOUT YOU**

Depending on how you use the Platform, we may collect personal information about you. For example:

- If you are a student or teacher, we may collect your name, telephone number, email address, mailing address, birth date, profile photo, and account login information (i.e., username and password). We may also collect information linked to your use of the Platform, such as server log file data and session information (which is explained in more detail below). If you do not provide certain types of personal information to us, you may not be able to register or use some areas and features on the Platform (such as the FlexBook Platform™).
- If you are the parent or guardian of a child user, we may collect your name, contact information, and other personal information we need to verify your consent.
- If you use the Platform without a log in, we may still collect information about the device and browser that you used to access the Platform, such as the device's IP address, browser type, operating system, ISP domain name, your referring/exit page, date/time stamp, and clickstream data.
- If you connect your social media account to our Platform (such as by signing up with your Facebook account), we may automatically receive your social media account username, email address, gender, and profile photo (as available, depending on your social media settings).
- If you donate to us, we may collect from PayPal (our service provider) your name, contact information, and donation amount. PayPal does not share your payment card or billing information with us.
- If you apply for a job with CK-12 or for our Certified Educator Program, we will collect your name, contact information, professional information, and other information contained within your application.

When you use the Platform, we may also collect information about your visit that does not individually identify you. For example, we may gather demographic and/or other aggregate data about our users as a group. Also, we may use anonymous online survey and feedback forms to gather opinions, comments, and suggestions about our Platform.

#### **5. HOW WE USE YOUR PERSONAL INFORMATION**

We may use your personal information for the following purposes:

- Register you: If you register with us, we will use your personal information for all purposes related to your membership and your use of our Platform. This may include, for example, providing administrative, maintenance and support services to your account, responding to

your questions and requests, and verifying your age.

- Create your profile: When registering, you may (optional) provide additional information about you, such as your occupation, professional experience, education, institution/school affiliations, interests, and a profile photo. We use this information pursuant to our legitimate interests in providing you a personalized experience.
- Communicate with you: We may use your personal information to send you both marketing and administrative communications about the CK-12 Platform. These communications can include newsletters and updates about new lessons, modules, and discussion boards, this Privacy Policy or our Terms of Use, notices of security incidents, and other announcements. Certain of these communications will be pursuant to our legitimate interests to keep you informed, while other communications may be pursuant to your consent (if we are required by law to obtain your consent).
- Receive your Feedback: We may use online survey and feedback forms to gather opinions, comments, and suggestions about our Platform. If your personal information is included on these forms, we will collect and use it pursuant to our legitimate interests to communicate with you regarding your feedback and make changes to our services accordingly. If we post your feedback on our Platform or in our communications, and your feedback includes your personal information, we will first obtain your permission.
- Accept your donation: If you donate to CK-12, we will use the information we receive from PayPal (our service provider) to contact you about your donation.

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- Process your application: If you apply for a job with CK-12 or for our Certified Educator Program, we use your personal information pursuant to your request and our legitimate interests to evaluate your application and send you follow up information.
- Operate and improve the Platform: We use your personal information to further our interests in operating our Platform, analyze usage trends, troubleshoot problems, maintain security, personalize your experience, and improve the Platform.
- Obtain parental or guardian consent: If you are the parent or guardian of a child (under 13 or under 16 years old, depending on where your child is located), we may process limited personal information about you so we can fulfill our legal obligation of obtaining your consent for the child to access our Platform. We may use your contact details to communicate with you about the child's account or use of Platform.

We may also use your personal information for any other purpose for which we have your consent.

## 6. WHEN WE SHARE YOUR PERSONAL INFORMATION

We share your personal information outside of CK-12 with your consent, at your direction, or in the following circumstances:

- Service providers: We may share your personal information with our service providers who provide support, maintenance, or other services to us. We take steps to prohibit our service providers from using your personal information for purposes outside of providing services to us.
- When Required by Law: We may share your personal information if doing so is required by



law or, in our good faith belief, is reasonably necessary to (i) comply with legal process, (ii) enforce this Privacy Policy and/or Terms of Use, (iii) respond to claims that user content violates the rights of third parties; (iv) respond to an emergency, or protect the rights, property or safety of CK-12, our users, and/or the public.

- Corporate Transaction: If CK-12 is acquired by or merged with or into another entity, or if all or substantially all of our assets are transferred to another entity, your personal information may be transferred to such entity as part of the transaction. If that entity has not committed to comply with this Privacy Policy, then we will give you the option to opt out of the transfer of your personal information to the successor entity.

## 7. PUBLIC DISPLAY OF YOUR PERSONAL INFORMATION

In certain circumstances, some of your personal information may be visible to other users of the Platform or the general public. For example:

- Your first name (or first initial), last initial, and in certain cases your profile photo will be visible to other users of our Platform and the general public.
- Any comments you make or post in public forums and discussion boards is automatically linked to your username and profile and may be visible to others.
- If you share your CK-12 stories with us, we may publish your story with your permission. 23

To protect the privacy of children (see the definition above), certain functionality associated with a child's account will be disabled to ensure that the child's profile information (including profile photo) will not be visible to others on our Platform.

## 8. USER CHOICES AND OPT-OUT

We offer you choices and opportunities to opt out of certain uses of your personal information. In addition, you have certain rights with regard to the personal information we collect about you.

- Cancel your membership and remove your account. You may request to cancel your membership and have your account removed from our Platform. Please make all cancellation requests via email to [support@ck12.org](mailto:support@ck12.org) or via facsimile at (650) 494-1313.
- Opt out of marketing. You may opt out of receiving marketing emails from us by using the "opt out" or "unsubscribe" link provided in the emails you received. Even if you opt out of marketing, we may still send you administrative or transactional messages.
- Access and correct your personal information. If you are registered with us, you may log into your account to access and correct your account information. However, certain personal information (such as your name and email address) cannot be deleted without cancelling your membership and removing your account. If you are not registered with us or if you have questions about accessing and correcting your personal information, you may email [support@ck12.org](mailto:support@ck12.org).

## 9. COOKIES

Our Platform uses cookies to personalize learning and facilitate your use of our content. Cookies are small data files that websites and online services send to and store on your computer or mobile device through your web browser. Cookies enable websites and online services to recognize your browser and record certain information about your visits. While the cookies we use may change from time to time as we improve and update our Platform, they generally fall into the below categories of use:

- **Authentication:** We use cookies to verify your account and determine when you are logged in so we can make it easier for you to access the Platform and show you the appropriate content and features. For example, we use cookies to keep you logged in as you navigate between our webpages. Cookies also help us remember your browser so you do not have to keep logging in.
  - **Features and Services:** We use cookies to enable the functionality that helps us provide the Platform. For example, cookies help us store preferences, know when you've seen or interacted with Platform's content, and provide you with customized content and experiences. Cookies allow us to make suggestions to you and others, and to customize content on third-party sites that integrate our social plugins.
  - **Performance:** We use cookies to provide you with the best experience possible. For example, cookies help us route traffic between servers and understand how quickly the Platform loads for different people. Cookies also help us tailor the look and feel of our site to your device and screen size.
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- **Analytics and Research:** We use cookies to understand how people use the Platform. For example, we use Google Analytics to collect and analyze information about our users' demographics and interests in order to measure and improve the Platform. For more information about Google Analytics and how to opt out, please visit <https://tools.google.com/dlpage/gaoptout/>.

Most web browsers are initially set to accept cookies, but you can change your browser settings to notify you when you are sent a cookie, giving you the ability to accept or reject it, or you can choose to routinely and manually delete cookies stored on your computer or mobile device. If you choose to disable or reject cookies, portions of the Platform may not be accessible to you or may not function properly. For more information on how to manage cookies, visit <https://www.aboutcookies.org/>.

To manage Adobe Local Shared Objects (also known as LSOs or Flash cookies), please visit [https://www.macromedia.com/support/documentation/en/flashplayer/help/settings\\_manager07.html](https://www.macromedia.com/support/documentation/en/flashplayer/help/settings_manager07.html).

We may also use web beacons (also known as clear GIFs or pixel tags) – which are small bits of code embedded in web pages or in emails – to deliver or communicate with cookies, to count users who have visited a web page, and to understand usage patterns. We may include web beacons in emails to help us recognize activities such as when an email was opened, how many times an email was forwarded, which links in the email were clicked on, etc. Web beacons cannot be declined when

delivered via a regular web page. However, web beacons can be refused when delivered via email. If you do not wish to receive web beacons via email, you will need to disable HTML images or refuse HTML emails via your email software.

## 10. LINKS TO THIRD PARTY WEBSITES

The Platform may contain links to certain third-party websites, including the websites of third-party service providers who can help Members print and compile their FlexBook™ textbooks. CK-12 does not own, control or operate such linked sites, and is not responsible for the privacy policies or practices of such linked sites. Privacy policies and practices for such linked sites may differ from our Privacy Policy and practices. You access and use such linked sites entirely and solely at your own risk. We urge you to read the privacy policies of such linked sites before disclosing your personal information on such sites.

## 11. NOTICES TO EEA INDIVIDUALS

CK-12 Foundation is the data controller with respect to the personal information collected through the CK-12 Platform. If you are located in the EU and you are unhappy with our resolution of your privacy-related inquiry or request, you have the right to lodge a complaint with your Supervisory Authority.

If you are located in the European Economic Area (“**EEA**”), you may have additional rights with respect to the personal information we maintain about you. Please email [support@ck12.org](mailto:support@ck12.org) to request that we:

- Delete your Personal Information: You can ask us to erase or delete all or some of your personal information (e.g., if it is no longer necessary to provide the CK-12 Platform to you).
- Change or Correct your Personal Information: You can also ask us to change, update or fix your personal information in certain cases, particularly if it’s inaccurate. As a member, you may log into your account at any time to modify, update and correct your account information.
- Object to, or Limit or Restrict, Use of your Personal Information: You can ask us to stop using all or some of your personal information (e.g., if we have no legal right to keep using it) or to limit our use of it (e.g., if your personal information is inaccurate or unlawfully held). You also have the right to withdraw your consent at any time.
- Right to Access and/or Take Your Personal Information: You can ask us for a copy of your personal information and can ask for a copy of personal information to be provided in machine readable form.

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## 12. DATA TRANSFERS TO THE UNITED STATES

The Platform is operated from and hosted on servers in the United States. If you are outside of the United States and access the CK-12 Platform or submit your personal information to us, please be

advised that U.S. law may not offer the same privacy protections as the law of your jurisdiction. If you visit our Services or contact us from outside of the United States, please be advised that (i) any information you provide to us or that we automatically collect will be transferred to the United States; and (ii) that by using our Services or submitting information, you explicitly authorize its transfer to and subsequent processing in the United States in accordance with this Privacy Policy.

### **13. SECURITY AND DATA RETENTION**

We understand the importance of protecting the security and integrity of personal information. We maintain a security program that is reasonably designed to protect the security, privacy, confidentiality, and integrity of personal information against risks – such as unauthorized access or use, or unintended or inappropriate disclosure – through the use of administrative, technological, and physical safeguards appropriate to the sensitivity of the information. For example, we encrypt the transmission of your information using secure socket layer (SSL) or similar technologies. We also have in place internal policies and procedures that govern our use and disclosure of your personal information.

Despite the steps we take to protect your personal information, we do not warrant or guarantee the security of any information you transmit to, from or on the Platform. Therefore, we urge you to keep your account login information in a safe place and not to divulge it to anyone. Also, remember to sign off your account and close your browser window when you have finished your visit. This is to ensure that others cannot access your account, especially if you are sharing a computer with someone else or are using a computer in a public place such as a library or an Internet cafe.

We will maintain your personal information for as long as you have an account or as necessary to deliver the Platform to you or to your School. We may anonymize your personal information after you have deactivated or deleted your account so that we can use this anonymized information for our

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internal business purposes.

### **14. CONTACT US**

If you have any questions regarding our Privacy Policy, please contact us at:

CK-12 Foundation  
3430 W. Bayshore Rd., Suite 101  
Palo Alto, CA 94303 USA  
Tel: 650-494-1302  
Fax: 650-494-1313  
Email: [legal@ck12.org](mailto:legal@ck12.org)

