

Vendor Statement of Compliance Data Privacy and Protection

This agreement is entered into between the Roseville City School District ("LEA" or "District") and _____ ("Service Provider") on _____ ("Effective Date").

WHEREAS, the LEA and the Service Provider entered into an agreement for Educational Technology services;

WHEREAS, the LEA is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 ("AB 1584"), the California Education Code, the Children's Online Privacy and Protection Act ("COPPA"), and the Family Educational Rights and Privacy Act ("FERPA");

WHEREAS, AB 1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015, between a local education agency and a third-party service provider must include certain terms;

NOW, THEREFORE, the Parties agree as follows:

Section I: General - All Data

1. **PASSWORD SECURITY.** All passwords are considered secure. Vendors may not disseminate any passwords unless specifically directed by Educational or Technology Services management. Vendors will not provide information concerning Admin accounts (ROOT Admin, container Admin, local NT administrator or Domain administrator) or their equivalent to any persons. District personnel ONLY will disseminate this information. Vendors will never create "back door" or "generic" user accounts on any systems unless specifically directed to do so by LEA management.

Agree: Yes No

2. **SYSTEM SECURITY.** Unauthorized access to or modification of District systems including file servers, routers, switches, NDS and Internet services is prohibited. Any attempt to bypass or subvert any District security system, both hardware, and software is prohibited.

Agree: Yes No

3. **PRIVACY.** The vendor will adhere to all provisions of the Federal Family Educational Rights and Privacy Act (FERPA, 20 U.S.C. 123g), California Education Code and district policies regarding the protection and confidentiality of data. At all times, the vendor will consider all data collected in the course of their duties to be protected and confidential. Release of this data can only be authorized by Technology & Information Services management and state and federal law.

Agree: Yes No

Section I: General - All Data *(Continued)*

4. **REUSE:** Vendors shall not copy, duplicate, sell, repackage or use for demonstration purposes any Roseville City School District data without the prior, written consent of Educational or Technology Services management.
Agree: Yes No

5. **TRANSPORT:** Vendor must provide a secure channel (S/FTP, HTTPS, SSH, VPN, etc) for the District to "push" data to the vendor and to extract data as required. Vendors will not have direct access to District systems and will not "pull" data at any time.
Agree: Yes No

6. **EXTERNAL SECURITY:** Vendor must attach to this document reasonable evidence that their system is secure from external hacking and attacks. Devices such as firewalls and technologies such as NAT are the minimum requirements. Active IDS or similar technology is preferred.
Agree: Yes No

7. **INTERNAL SECURITY:** Vendors must attach to this document reasonable evidence that their system is secure from internal hacking and attacks. Describe the interactions vendor personal (or their representatives) will have directly with District data. How is uploaded data from the District handled and processed? Who has access to this data? What happens to the data after the upload is complete? What security safeguards are in place to protected unauthorized access to District data? How are backup performed and who has access to and custody of the backup media? How long are backup maintained; what happens to the District data once the backup is "expired"? If any data is printed, what happens to these hard copy records?
Agree: Yes No

8. **DISTRICT ACCESS:** Vendor must provide a secure means (see Item 5 above) for the District to extract ALL data from the vendor system. This can either be an online extraction tool or a vendor-provided extract as needed by the District (not to exceed quarterly). Describe the means and format of the data (delimited, Excel, MDB, SQL Dump).
Agree: Yes No

9. **TERMINATION:** Upon termination of this agreement as provided herein, the vendor will permanently delete all customer data from their system as allowed by state and federal law. Vendor may be required to certify the destruction of LEA data within 90 days of contract termination.
Agree: Yes No

Section II: AB1584 Compliance - Student Information Only

1. Vendor agrees that the Roseville City School District retains ownership and control of all student data.
Agree: Yes No

2. Vendor must attach to this document a description of how student-created content can be exported and/or transferred to a personal account.
Agree: Yes No

3. Vendor is prohibited from allowing third-parties access to student information beyond those purposes defined in the contract.
Agree: Yes No

4. Vendor must attach to this document a description of how parents, legal guardians and students can review and correct their personally identifiable information.
Agree: Yes No

5. Vendor will attach to this document evidence how student data is kept secure and confidential.
Agree: Yes No

6. Vendor will attach to this document a description of procedures for notifying affected parents, legal guardians or eligible students when there is an unauthorized disclosure of student records.
Agree: Yes No

7. Vendor certifies that student records will not be retained or available to a third party once the contract has expired or is canceled (See Page 2, Item 9).
Agree: Yes No

8. Vendor will attach to this document a description of how they and any third party affiliates comply with FERPA.
Agree: Yes No

9. Vendor and its agents or third parties are prohibited from using personally identifiable information from student records to target advertising to students
Agree: Yes No

Section III: SB 1177 SOPIPA Compliance - Student Information Only

1. Vendors cannot target advertising on their website or any other website using information acquired from students.
Agree: Yes No

2. Vendors cannot create a profile for a student except for school purposes as defined in the executed contract.
Agree: Yes No

3. Vendors cannot sell student information.
Agree: Yes No

4. Vendors cannot disclose student information unless for legal, regulatory, judicial, safety or operational improvement reasons.
Agree: Yes No


5. Vendors must attach to this document evidence of how student information is protected through reasonable security procedures and practices.
Agree: Yes No

6. Vendors must delete district-controlled student information when requested by the District.
Agree: Yes No

7. Vendors must disclose student information when required by law, for legitimate research purposes and for school purposes to educational agencies.
Agree: Yes No


As an authorized representative of my organization, I accept the conditions listed in this document.

Print Name



Signature, Date

Laura Assem, Director of Technology
Print Name (Roseville City School District)



Signature, Date (Roseville City School District)

EXHIBITS

Section 1.6: External Security

Section 1.7: Internal Security

Section II.2: Exporting of Student-Created Content

Section II.4: Review and Correcting Personally Identifiable Information (PII)

EXHIBITS

Section II.5: Securing Student Data

Section II.6: Disclosure Notification

Section II.8: Family Educational Rights and Privacy Act (FERPA) Compliance

Section III.5: How Student Data is Protected:



IXL Service Privacy Policy



Effective date: July 1, 2020

IXL Learning, Inc. (hereafter called "IXL" "us" or "we") knows that you care how information about you is used and shared, and we appreciate your trust that we will do so carefully and sensibly. This Privacy Policy describes our collection and use of personal information collected from you through the online and/or mobile services, websites, and software provided on or in connection with www.ixl.com (collectively, the "Service"), which are offered through (i) www.ixl.com, (ii) mobile applications associated with www.ixl.com, and (iii) any other IXL website, app or online service which links to this Privacy Policy. "You" or "your" means a visitor or a user (whether signed in or not) of our Service. Your use of the Service is conditioned on your acceptance of this Policy.

A note about Student Data: This Service may be purchased by providers of educational services, such as schools, school districts, or teachers (collectively referred to as "Schools") that use our services for educational purposes. When IXL contracts with a School to provide the Service, we may collect or have access to Student Data (defined below), which may be provided by the School or by the student. We consider such Student Data to be strictly confidential and in general do not use such data for any purpose other than improving and providing our Services to the School or on the school's behalf. Our collection, use and sharing of Student Data is governed by our contracts with the School and any applicable laws and regulations including, in the U.S., provisions of the Family Educational Rights and Privacy Act ("FERPA"), the Children's Online Privacy Protection Act ("COPPA") and applicable state laws. If you have any questions about reviewing, modifying, or deleting personal information of a student, please contact your School directly. See Section 11 to understand the principles which guide our collection, use and disclosure of Student Data.

1. What information does IXL collect about you?

IXL collects information in several ways from different parts of the Service.

Information you provide to us. The type of personal information we collect may vary depending on your account type.



- **School Information.** When a teacher, school administrator, or other authorized person associated with a School registers for an account on our Service or corresponds with us, we may collect personal information such as a name, e-mail address, payment information, username and password, and information about the School.
- **Student Information.** Once registered, a School may provide information about its students, such as student names or other identifiers, passwords, e-mail address for the student or the student's parent or legal guardian, and educational level and topic of study. Personal information collected from or about students, along with other information associated with that personal information is "**Student Data.**" The School may elect to provide user names or identifiers which are not readily identifiable to anyone outside of the School community in lieu of a full student name, at its discretion. Additionally, some Schools may elect to use a single-sign on (SSO) service like G Suite for Education rather than usernames and passwords to authenticate student access.
- **Parent and Child Information.** When a parent or guardian ("Parent") registers for an account on our Service or corresponds with us, we may collect personal information such as a name, e-mail address, payment information, username and password. We may also collect information about the child(ren) authorized by the Parent to use the Service through the Parent's account, including a profile name for the child user and selection of a profile avatar. Each child user profile must be associated with a Parent account, and children cannot access the Service without the Parent first signing in to the Parent account with the Parent's sign in credentials.
- **Learning and Activity Information.** During the course of providing the Service, we collect information about your use of the Service, as well as any information that you submit to the Service, such as answers to questions or content or messages posted or shared through the Service. In addition, we may ask you for personal information at other times, such as when you contact our technical support team, send us an e-mail, complete a user survey or otherwise communicate with IXL.

Information we receive automatically from your use of our Service. Like most websites and online services, IXL and our vendors automatically collect certain types of usage information when you visit www.ixl.com, read our e-mails, use our Service or otherwise engage with us. This information is typically collected through a variety of tracking technologies, including cookies, web beacons, Locally Stored Objects (LSOs such as Flash or HTML5), log files, and similar technology (collectively, "tracking technologies"), and we may use third party providers to collect this information on our behalf. These tracking technologies collect information about how you access and use the Service (e.g., referring / exit pages and URLs, how frequently you access the Service, the pages you



view, the links you click, and other actions you take on the Service); information about your browser and information about the device(s) you use to access the Service (e.g., Internet Protocol (IP address), browser type, browser language, Internet service provider, device type, model and manufacturer, a unique ID that allows us to uniquely identify your browser, device or account, operating system brand and model, and whether you access the Service from multiple devices). We may also collect information about your geographical location data at the city level. We may collect analytics data, or use third-party analytics tools, such as Google Analytics, to help us measure traffic and usage trends for the Service and to understand more about the demographics and behaviors of our users. You can learn more about Google's practices at <http://www.google.com/policies/privacy/partners>. We may also work with third party partners to employ technologies, including the application of statistical modeling tools, which permit us to recognize and contact you across multiple devices. Although we do our best to honor the privacy preferences of our users, we are unable to respond to Do Not Track signals set by your browser at this time.

We use or may use the data collected through tracking technologies to secure the Service, improve the Service, to save you time, to provide better technical support, for promotional purposes, and to track website usage. For example, tracking technologies help us to:

1. Keep track of whether you are signed in or have previously signed in so that we can display all the features that are available to you.
2. Remember your settings on the pages you visit, so that we can display your preferred content the next time you visit.
3. Customize the function and appearance of the pages you visit based on information relating to your account; for example, to default you to a particular grade level, or to remember customized settings for a report.
4. Track website usage for various purposes including website optimization, website improvement, sales, marketing, and billing.

Most browsers are initially set up to accept cookies, but you can reset your browser to refuse all cookies or to indicate when a cookie is being sent. However, some features and services (particularly those that require you to sign in) may not function properly if your cookies are disabled. You may also set your e-mail options to prevent the automatic downloading of images that may contain technologies that would allow us to know whether you have accessed our e-mail and performed certain functions with it. Deleting cookies does not prevent the collection of information through non-cookie technologies and does not delete Local Storage Objects (LSOs) such as Flash objects and HTML5. You can learn more about Flash objects — including how to manage privacy and storage settings for Flash cookies



— on Adobe's website or by clicking [here](#). If you choose to delete Flash objects from our sites, then you may not be able to access and use all or part of the sites or benefit from the information and services offered.

We and our third-party partners may also use cookies and tracking technologies for advertising purposes. For more information about tracking technologies, please see "**Third-party tracking and online advertising**" below.

2. How IXL uses the information we collect

We use the information we collect for the following purposes:

To provide and maintain the Service. We use the information we collect to deliver the Service to you. For example, we need to use your information to process payments, personalize learning curriculums, provide Schools, Parents and students with information and reports about student and child performance and use of the Service, respond to inquiries and provide customer support.

To improve, personalize, and develop the Service. We use information to tailor the content and information that we may send or display to users, to offer personalized content and instructions, and to otherwise personalize your experience while using the Service, including on various devices you may use to access the Service. We collect statistics to better understand how users access and use our Service, monitor the effectiveness of our Service, detect usage patterns, and to diagnose or fix technology problems. We also use information to demonstrate the effectiveness of the Service and perform research, and to develop, support, and improve our Service and other educational products and services.

To communicate with you. We use your information to provide transactional notifications for certain activities relating to your use of our Service. For example, we may send e-mail notifications when a user completes an activity, to provide receipt for payment or other subscription notices. From time to time, we may send periodic promotional or informational e-mails to School or Parent users. We do not use Student Data to send marketing communications, and we do not send marketing communications to student or child users. You may opt-out of certain communications (e.g., marketing or certain notifications about your use of the Service) by following the opt-out instructions contained in the e-mail. You may not opt out of service-related communications (e.g., account verification, transactional communications, changes/updates to features of the Service, technical and security notices).

To promote safety and security and respond to legal process. We use information to promote the safety and security of our Service, our uses



and other third parties. For example, we may use the information to authenticate users, facilitate secure payments, detect and prevent fraud and other harmful activities, respond to legal requests or claims, and enforce our terms and policies.

3. How does IXL share your information?

IXL may share or disclose your personal information as needed to provide our Service or with your consent or permission. We may also share personal information in the circumstances described below.

Third parties with Consent or as Instructed We share information with consent and at the direction of Schools and Parents. For example, a School or Parent may direct IXL to share specific information with another individual, such as when a teacher directs IXL to send a communication to a parent. Similarly, we may share personal information with third parties, for example, if a School authorizes Google login or similar authentication tools for that School's user accounts.

Others within the School. IXL may share information collected from users associated with a School with other users or persons designated by the School, such as teachers and school administrators of that School. Messages and content shared or posted by members of a School community, such as messages between a teacher and students in a class, will be accessible by School administrators or other designated School users.

Vendors and Service Providers. IXL may share information with our trusted vendors, third party service providers and individuals to provide services or products for us or on our behalf, which may include analytics, hosting, billing, targeted advertising, and marketing (provided however, that IXL will not knowingly use any Student Data to target advertising or marketing). Vendors and service providers who have access to Student Data, if any, shall be contractually bound to uphold privacy and confidentiality terms no less protective than those provided herein.

Aggregate or De-Identified Information. We may share information in aggregated and/or anonymous form that cannot reasonably be used to identify an individual. For example, IXL may disclose aggregated user statistics (i.e., the total number or percentage of IXL users from a particular geographic region) in order to describe our Service to current and prospective partners and other third parties, and for other lawful purposes.

Merger or Sale. If IXL becomes involved in a merger, acquisition, bankruptcy, change of control, or any form of sale of some or all of its assets, your personal information may be transferred or disclosed in



connection with the business transaction. In such an event, we will make efforts to provide notice before personal information is transferred and becomes subject to a different privacy policy. We will not transfer Student Data associated with School accounts in the event of a merger or sale unless the recipient has committed to The Student Privacy Pledge principles or similarly stringent privacy protections, or we will provide Schools with notice and an opportunity to opt-out of the transfer of Student Data by terminating their accounts and any associated student users before the transfer occurs.

Other. IXL may release personal information if it has a good faith belief that access, use, preservation, or disclosure of such information is reasonably necessary to (a) satisfy any applicable law, regulation, legal process, or enforceable governmental request; (b) enforce applicable Terms of Service, including investigation of potential violations thereof; (c) detect, prevent or otherwise address fraud, security or technical issues; (d) protect the rights, property, or personal safety of IXL, its users, or the public; or (e) as required or permitted by law.

4. Third-party tracking and online advertising

IXL does not display any targeted advertising on the Service.

Please note that although we may permit third party advertising partners to collect information from visitors to adult-directed areas of the Service for the purpose of displaying advertisements on other websites or online services on our behalf, we take many steps to prevent these third-party advertising networks from collecting information for targeted advertising purposes once a subscriber to our Service signs into our Service. Please note that we rely on cookies to identify whether you are a subscriber to our Service and if you delete or block cookies, you may also delete the IXL cookie which prevents subscribers from receiving targeted IXL advertisements on other websites or online services.

We work with third-party online advertising networks which use technology to recognize your browser or device and to collect certain types of usage information about your visit to or use of our Service to provide customized content, advertising and commercial messages to you on other websites or services, or on other devices you may use. We (through the third-party advertising networks) use this information to direct our online advertisements to those people who may find them relevant to their interests. Typically, though not always, the information is collected through cookies or similar tracking technologies. You may be able to set your browser to reject cookies or other tracking technology by actively managing the settings on your browser or mobile device, though these tools may not be effective for all third-party tracking technologies,



including Flash or HTML5 cookies. To learn more about cookies, clear gifs/web beacons and online advertising technologies and how you may opt-out of some of this advertising, you may wish to visit the Digital Advertising Alliance's resources at www.aboutads.info/choices and/or the Network Advertising Initiative's online resources, at www.networkadvertising.org.

If you do not want to receive targeted advertising from IXL based on your visit to our website, you can use the below link to request that IXL take steps to prevent third-party advertising networks from using information about your visit to our website to display targeted IXL advertisements to you on other websites or services on behalf of IXL. IXL cannot, however, guarantee that such steps will eliminate all collection and/or display of targeted advertising, and it may take some time for your request to take effect. Such requests will not prevent you from receiving contextual advertising or other types of advertisements that are displayed without taking into consideration whether you have previously visited www.ixl.com (for example, advertisements shown on the basis of a search term keyword). Such requests will not stop the collection of information for purposes other than advertising (e.g., for website analytics). This opt-out requires the setting of a cookie in your browser to record your request (and thus will no longer be effective if the required cookie is deleted), will be effective only in the browser from which you make the request, and will be effective for a maximum of one year from the request. If you delete cookies, change your browser settings, switch browsers or computers, or use another operating system, you will need to make the request again. You may make additional requests at any time.

[Click here](#) to request not to have information about your visit to www.ixl.com tracked for the purpose of displaying targeted IXL advertisements on other sites or services.

5. How to control e-mail communications

IXL may, from time to time, send you e-mail regarding our products and services, or your use of our products and services. Only IXL (or its vendors or service providers operating on its behalf) will send you these e-mails. You can choose not to receive these e-mails by clicking the unsubscribe link in any e-mail or by contacting help@ixl.com. Please note that you are not permitted to unsubscribe or opt-out of non-promotional messages regarding your account, such as account verification, changes or updates to features of the Service, or technical or security notices.

6. How to access, update or delete your personal information

You may edit your account information at any time by signing in to your account, clicking on the account menu in the upper-right corner, and



selecting Profile & settings. We recommend that you review your personal information periodically to ensure that it is accurate, complete, and current. If you do not provide and maintain accurate contact information for your account, we may not be able to provide you with the notices set forth in this Privacy Policy.

If you are a parent or guardian of a student who uses the IXL Service through a School, please refer all questions and requests regarding access, modification, or deletion of your student's user account or Student Data to your child's school. The School may, at its discretion, address such requests with IXL and IXL shall respond promptly to all access, modification and deletion requests it receives from Schools.

Please contact compliance@ixl.com for further instructions about deleting or deactivating your account or deleting your personal information. We may not be able to comply with your request in all circumstances. For example, certain requests to access, update or delete personal information and data associated with a School account or license may be subject to approval by the School. When account information is deleted or de-identified, certain residual information may remain within our archive records, such as for customer and technical support, billing and tax purposes.

7. How long does IXL retain your information?

We will retain personal information for as long as needed to provide the Service and for our internal business purposes, which may extend beyond the termination or cancellation of your subscription or user account. For example, we may retain certain data as necessary to prevent fraud or future abuse, for recordkeeping or other legitimate business purposes, or if required by law. We may also retain and use information which has been de-identified or aggregated such that it can no longer reasonably identify a particular individual. All retained personal information will remain subject to the terms of this Privacy Policy.

Student Data. We will not knowingly retain Student Data beyond the time period required to support an educational purpose, unless authorized by a School or parent. We do not delete or de-identify any Student Data from an active student user account associated with a School except at the direction of the School. The School is responsible for maintaining current student rosters and identifying Student Data which the School no longer needs for an educational purpose by removing students from the school's master roster or by submitting a deletion request.

Unless otherwise directed by a School or Parent, we will delete or de-identify personal information of student and child users after a period of inactivity, after the termination or cancellation of the license subscription,



or after termination of our agreement with the School, in accordance with the terms of any applicable written agreement with the School, written requests from authorized School administrators, and our standard data retention schedule. Authorized School administrators may contact us at compliance@ixl.com to request additional information about our standard data retention schedule and available options for customizing IXL's standard data retention schedule to meet individual School requirements.

We may not be able to immediately or completely delete all data in all instances, such as information retained in technical support records, customer service records, backups, and other similar business records. We will not be required to delete any information which has been de-identified or disassociated with personal identifiers such that the remaining information cannot reasonably be used to identify a particular individual.

8. How does IXL protect your information?

Information Security. The security of your personal information is very important to us. We have implemented a variety of physical, administrative and technological safeguards designed to preserve the integrity and security of the personal information we collect and to protect against unauthorized access to data. These include internal reviews of our data collection, storage, and processing practices and security measures, as well as physical security measures to guard against unauthorized access to systems where we store personal data. We restrict access to personal information to IXL employees, contractors, and agents who need to know that information in order to operate, develop, or improve our services. Our employees may be subject to disciplinary action, including termination, if they fail to meet privacy and confidentiality obligations. However, no security system is impenetrable—for that reason, we cannot guarantee the security of your personal information. If personal information under our control is compromised as a result of a breach of security, we will take reasonable steps to investigate the situation and take all steps required by applicable laws and regulations and our agreements with any affected Schools.

Maintaining the security of your personal information also requires your cooperation and involvement. For your protection, remember to sign out of all accounts before closing your browser. There is a sign out link available on most IXL pages. After signing out, make sure to close all browser windows. In addition, do not use the "Remember" feature if you are signing in to your account from a computer that other persons may have access to. This is to ensure that others cannot access your personal information if you share a computer with someone else or are using a public computer.



Please keep your password secure. If you have forgotten your password, you may request a new one by contacting help@ixl.com. A new password will be sent to the e-mail address you specified during registration. For all other problems signing in to the IXL Service, please contact our technical support team using the contact information at the end of this policy.

If you have any concerns about the security of your account or the security of the Service, we ask that you report your concern to us immediately at security@ixl.com. While we are unable to respond to all security concerns, we appreciate your feedback and take all reported concerns seriously.

Data storage and transfer. IXL is located in the United States. Personal information collected through our Website and Service may be stored and processed in the United States or any other country in which IXL or its affiliates or service providers maintain facilities.

9. Region-specific disclosures

We may choose or be required by law to provide different or additional disclosures relating to the processing of personal information about residents of certain countries, regions or states. Please refer below for disclosures that may be applicable to you.

Notice for California Residents

This section applies to you if you are a resident of the state of California and for purposes of this section the term "personal information" has the meaning provided by the California Consumer Privacy Act (the "CCPA"). Please note this section does not apply to Student Data that we process on behalf of our School customers. Because IXL provides the Services to Schools as a "School Official," we collect, retain, use and disclose Student Data only for or on behalf of our School customers for the purpose of providing the Services specified in our agreement with the School and for no other commercial purpose. If you have any questions or would like to exercise your California rights, please contact your School directly.

Residents of California may be entitled to certain rights with respect to personal information that we have collected about them under the CCPA:

- **Right to Know.** The right to request to know more about the specific pieces or categories of personal information we have collected, the categories of data sources, and the categories of third parties with whom we have shared the personal information for a business or commercial purpose in the last 12 months.



- **Right to Request Deletion.** The right to request the deletion of personal information that we have collected from you, subject to certain exceptions.
- **Right to Opt Out of Personal Information Sales.** The right to direct us not to sell (as such term is defined by the CCPA) personal information we have collected about you to third parties.

You also have the right to be free of discrimination for exercising these rights. However, please note that if the exercise of these rights limits our ability to process personal information (such as in the case of a deletion request), we may no longer be able to provide you the Service or engage with you in the same manner.

To request to exercise your right to know and/or right to deletion, please submit a request by emailing compliance@ixl.com with the subject line, "California Rights Request." We will need to verify your identity before processing your request, which may require us to request additional personal information from you or require you to log into your account, if you have one. In certain circumstances, we may decline or limit your request, particularly where we are unable to verify your identity or locate your information in our systems, or as permitted by law.

We do not "sell" personal information to third parties without consent, however, we do allow certain third party advertising networks and other third party businesses to collect your personal information directly from your browser or device through cookies and related technologies for advertising, attribution, analytics and research purposes. These third parties may use such personal information for their own purposes in accordance with their own privacy statements, which may include reselling this information to additional third parties. By visiting www.privacyrights.info, you can opt out from sales of this type of personal information by businesses that participate in the DAA's CCPA App-based Opt-Out Tool.

Please see the section called "**Third-party tracking and online advertising**" for more information about how third parties use cookies and related technologies to collect information automatically on our websites and other online services, and the choices you may have in relation to those activities.

Shine the Light. California "Shine the Light" law (Civil Code Section §1798.83) provides certain rights to California residents that have an established business relationship with us with regard to the disclosure of certain types of personal information to third parties for their direct marketing purposes. We do not share your personal information with third parties for their direct marketing purposes without consent.



Minors. We do not sell the personal information of consumers we know to be less than 16 years of age, unless we receive affirmative authorization (the "Right to Opt In") from either the minor who is between 13 and 16 years of age, or the parent or guardian of a minor less than 13 years of age.

Notice for Nevada Residents

To exercise your individual rights under the Nevada Privacy Law (NRS Ch. 603A, Sec. 2(2)), please contact us at compliance@ixl.com. Please include "Nevada Rights Request" in the subject line.

Notice for Residents in the European Economic Area ("EEA") Residents

For personal information subject to the European Union General Data Processing Regulation ("GDPR"), we rely on several legal bases to process the data. These legal bases include where:

- The processing is necessary to perform our contractual obligations in our Terms of Service or other contracts with you (such as to provide you the Service as described in our Terms of Service);
- You have given your prior consent, which you may withdraw at any time (such as for marketing purposes or other purposes we obtain your consent for from time to time);
- The processing is necessary to comply with a legal obligation, a court order or to exercise or defend legal claims;
- The processing is necessary for the purposes of our legitimate interests, such as in improving, personalizing, and developing the Service, marketing the Service, such as new features or products that may be of interest, and promoting safety and security as described above.

If you have any questions about or would like further information concerning the legal basis on which we collect and use your personal information, please contact us using the contact details provided below in Section 14.

Residents in the EEA are entitled to certain rights with respect to personal information that we hold about them under the GDPR:

- **Right of access and portability.** The right to obtain access to your personal information, along with certain related information, and to receive that information in a commonly used format and to have it transferred to another data controller;



- **Right to rectification.** The right to obtain rectification of your personal information without undue delay where that personal information is inaccurate or incomplete;
- **Right to erasure.** The right to obtain the erasure of your personal information without undue delay in certain circumstances, such as where the personal information is no longer necessary in relation to the purposes for which it was collected or processed;
- **Right to restriction.** The right to obtain the restriction of the processing undertaken by us on your personal information in certain circumstances, such as where the accuracy of the personal information is contested by you, for a period enabling us to verify the accuracy of that personal information; and
- **Right to object.** The right to object, on grounds relating to your particular situation, to the processing of your personal information, and to object to processing of your personal information for direct marketing purposes, to the extent it is related to such direct marketing.

You may also have the right to make a GDPR complaint to the relevant Supervisory Authority. A list of Supervisory Authorities is available here: https://ec.europa.eu/justice/data-protection/bodies/authorities/index_en.htm. If you need further assistance regarding your rights, please contact us using the contact information provided below and we will consider your request in accordance with applicable law. In some cases our ability to uphold these rights for you may depend upon our obligations to process personal information for security, safety, fraud prevention reasons, compliance with regulatory or legal requirements, or because processing is necessary to deliver the services you have requested. Where this is the case, we will inform you of specific details in response to your request.

10. How does IXL protect children's privacy?

IXL does not permit children under the age of 13 to create an account and does not knowingly collect personally identifying information from children under the age of 13 without the consent and at the direction of a Parent. Please contact us at compliance@ixl.com if you believe we have inadvertently collected information from a child under 13 without parental consent so that we may delete the information as soon as possible.

Parents who purchase a subscription to the IXL Service may set up a Child profile associated with the Parent's account so that children under 13 may access the Service under the Parent's supervision. Please see our [IXL Service Children's Privacy Policy](#) to learn more about how IXL collects, uses and shares information associated with Child profiles. The Children's Privacy Policy applies to all users of Child profiles, regardless of the age of the Child.



When IXL is used by a School in an educational setting, the School may authorize IXL to collect information from a child under 13. Please refer to Section 11 to learn more about how IXL protects Student Data, including Students who may be under the age of 13, when the Service is used by a School.

11. How does IXL protect Student Data and comply with laws?

When IXL provides the Service to Schools, our collection, use and disclosure of Student Data is governed by our Terms of Service and/or any other agreement with the School, by the provisions of the Family Educational Rights and Privacy Act ("FERPA"), the Children's Online Privacy Protection Act ("COPPA") and other applicable laws that may relate to the collection and use of personal information of students. If you have any questions about our collection and use of Student Data, please contact us at compliance@ixl.com. If you have any questions about reviewing, modifying, or deleting the personal information of a student, please contact your School directly.

The Student Privacy Pledge ("The Pledge"). IXL adheres to the [Student Privacy Pledge](#), an industry standard approach to privacy for K-12 service providers. The Pledge was created by the Future of Privacy Forum (FPF) and The Software & Information Industry Association (SIIA) and has been endorsed by the National School Boards Association (NSBA), the National Parent-Teacher Association (PTA), and the White House.

As part of our commitment to The Pledge, when we have access to Student Data through the provision of our Services to a School, the following core principles guide our decisions around data, security, and technology:

- IXL does not collect, maintain, use or share Student Data beyond that needed for an authorized educational or school purpose, or as authorized by our agreement with a School.
- IXL does not use or disclose Student Data for targeted advertising purposes.
- IXL does not build a personal profile of a Student other than in furtherance of a K-12 School purpose, or as authorized by a parent.
- IXL will maintain a comprehensive data security program designed to protect the types of Student Data maintained by IXL.
- IXL will not knowingly retain Student Data beyond the time period required to support the School's purpose, unless authorized by the parent.
- IXL will clearly and transparently disclose our data policies and practices.
- IXL will never sell Student Data unless the sale is part of a corporate transaction, such as a merger, acquisition, bankruptcy, or other sale of assets, in which case we will use our best efforts to ensure the successor



entity honors the privacy commitments made in this policy and/or we will notify the School of such a sale and provide the School an opportunity to opt-out by terminating its account before the data transfer occurs.

- We will not make any material changes to our Privacy Policy or Terms of Service that relate to the collection or use of Student Data without first giving notice to the School and providing a choice before the Student Data is used in a materially different manner than was disclosed when the information was collected.

The Family Educational Rights and Privacy Act ("FERPA"). This Privacy Policy and our Service are designed to meet our responsibilities to protect personal information from the students' educational records under FERPA. We agree to work with each School to jointly ensure compliance with the FERPA regulations.

The Children's Online Privacy Protection Act ("COPPA"). This Privacy Policy and our Service are designed to comply with COPPA. We do not knowingly collect personal information from a child under 13 unless and until a School has authorized us to collect such information through the provision of the Service on the School's behalf. When a School uses our Service in the classroom or in an educational context, we rely on the School to provide appropriate consent and authorization for a student under 13 to use the Service and for IXL to collect personal information from such student, as permitted by COPPA. Upon request, we will provide the School the opportunity to review and delete the personal information collected from their students. If you are a parent and you have questions about your child's use of our Service and any information collected, you should discuss your questions with your child's School.

Students Online Personal Information Protection Act ("SOPIPA"). This Privacy Policy and our Service are designed to comply with SOPIPA. We do not use Student Data for targeted advertising purposes. We do not use collected information to amass a profile of a K-12 student except in furtherance of K-12 school purposes. We never sell Student Data unless the sale is part of a corporate transaction, such as a merger, acquisition, bankruptcy, or other sale of assets, in which case we make efforts to ensure the successor entity honors the privacy commitments made in this policy and/or we will notify you of such a sale and provide you an opportunity to opt-out by deleting your account before the data transfer occurs. We will not sell students' personal information to third parties other than in the context of a business transaction.

California Assembly Bill 1584 ("AB 1584"). This Privacy Policy and our Service are designed to comply with AB 1584. Pupil records obtained by IXL from a local educational agency ("LEA") continue to be the property of and under the control of the LEA. Parents, legal guardians, or eligible pupils



may review personally identifiable information in the pupil's records and correct erroneous information by contacting their LEA directly. In the event of an unauthorized disclosure of a pupil's records, IXL will notify the LEA and will provide the LEA with a report to be shared with the affected parent(s), legal guardians(s) or eligible pupil(s). Pupil records will be deleted and/or de-identified in accordance with our data retention and deletion policies described above in the section "How long does IXL retain your information."

12. Links to other websites and services

The Services may contain links to and from third-party websites of our business partners, advertisers, and social media sites. If you follow a link to any of these websites, please note that these websites have their own privacy policies and their practices are not covered by this Privacy Policy. We strongly recommend that you read their privacy policies and terms and conditions of use to understand how they collect, use, and share information. We are not responsible for the privacy practices or the content on the websites of third-party sites.

13. Updates to this Policy

IXL may, in its sole discretion, modify or update this Policy from time to time, which will be reflected in the 'Last Updated' date set forth at the beginning of this Policy. If we change this Policy in a material manner, we will do our best to notify you of the changes by posting a notice on our website or through other appropriate communication channels. Your continued use of the Services following the effective date of such update constitutes your acceptance of the revised Policy. If you do not agree to any of the terms in this Policy or to any future terms in a future revision of this Policy, do not use or access (or continue to access) the Service.

We will not make any material changes to our Privacy Policy or Terms of Service that would result in Student Data being used in a materially different manner than was disclosed when the information was collected without first giving notice to applicable Schools and providing a choice before such Student Data is used in a materially different manner than was disclosed when the information was collected.

In the event that you or your School has entered into a signed, written agreement with IXL, changes to this Policy may not be effective as to you until either (a) you or your School affirmatively accepts the changes to this Policy, either electronically or in a signed writing or (b) upon renewal of the School's agreement with IXL at the end of the current term.



14. Contact Us

If you have a question regarding this statement, or if a question was not addressed in this privacy policy, you may contact technical support using the contact information below. We will do our best to answer your question promptly and accurately.

IXL Learning, Inc.
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404 (USA)

compliance@ixl.com

Last Updated: July 1, 2020

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IXL Information Security Policies and Procedures

Introduction

IXL's information security is a top priority to the company. IXL employs reasonable organizational and technical means to prevent unauthorized access, use, alteration, or disclosure of customer data stored on systems under IXL's control.

- 1. Access to customer data.** IXL limits its personnel's access to customer data as follows:
 - Requires unique user credentials and two-factor authentication to access network environments containing user data;
 - External connections to all production systems are limited to encrypted and secure protocols, and governed by firewall rules that grant the minimal amount of access required to perform required functions; and
 - Limits access to customer data to employees with a business need for access.

- 2. Data encryption.** IXL provides encryption for customer data as follows:
 - Network connections to IXL's production environment utilize Transport Layer Security (TLS) or Secure Shell (SSH);
 - All data stored in IXL's production environment is encrypted at rest using AES-256 bit encryption; and
 - All data stored on IXL-owned laptops is encrypted at rest.

- 3. Data Security Measures**
 - IXL employs automated log collection and audit trails for production systems.
 - Connections originating from untrusted networks segments will be governed by firewall rules and other security safeguards that grant the minimal access required to access the intended service provided by the company.
 - System passwords and access keys are stored in a privileged location accessible only to IXL security administrators, and all credentials are changed from factory default settings.
 - Production systems receive regular maintenance to apply security patches; and
 - Physical access to systems requires security RFID badges and biometric authentication, and is limited to IT staff performing physical maintenance.

- 4. Independent security assessments.** IXL utilizes the following third-party services to evaluate and certify IXL's security methodology:
 - Undergoes monthly third-party network vulnerability scanning and assessment tests;
 - Maintains PCI-DSS Compliance Level 2; and
 - Randomly selects employees for security assessment practical examination on an ongoing basis.

- 5. Incident response.** In the event of a data breach, a thorough post mortem will be conducted to identify the cause and scope of the breach, systems will be patched in a timely manner if necessary, and changes to security methodology will be implemented if warranted. IXL will also comply with any contractual and legal obligations regarding notification of data breaches.
- 6. Personnel Management.** IXL requires its employees to conform to information security standards as follows:

 - Performs employment verification, including proof of identity validation and criminal background checks for all new hire;
 - Conducts on-going training with IXL employees on network security practices and company data handling procedures; and
 - Revokes employee access to IXL networks and services upon departure from the company.
- 7. Modifications to policy.** From time to time, IXL may modify this policy and its security procedures, but will not materially reduce the overall level of information security. IXL will provide any updates to policy upon request.

Last Modified: November 10, 2017