

1. Introduction

1.1

Snappet Inc. (“we,” or “us”) understands that people who use Snappet value privacy. This Privacy Policy describes how we collect, use, process and share information that we collect about our visitors and users (“you” or “users”) on Snappet’s website located at <https://snappet.org> (the “Site”), Snappet’s Platform (“Platform”), or other features, tools, materials, or other services (including co-branded or affiliated services) offered from time to time by Snappet or its affiliate companies (collectively, the “Services”). Snappet provides this Privacy Policy to help you make an informed decision about whether to use or continue using the Services. This Privacy Policy explains how Snappet protects the information that it collects for the educational purposes of providing the Platform and Services to authorized students, teachers, parents or guardians, and school employees, officials, or agents of its partner schools. It is in accordance with the U.S. Children’s Online Privacy Protection Act (“COPPA”), and outlines Snappet’s practices in the United States.

1.2

We provide the Platform and Services directly to teachers, schools, and school districts (“Partner Schools”). In doing so, Snappet may contract with these Partner Schools: if you are using Snappet through a Partner School that has signed an agreement with Snappet, please review that Partner School’s policies and disclosures to understand how it is sharing your data with Snappet. In other cases, Snappet has a user agreement directly with teachers: in this case teachers register for using the Platform as a Supplemental service. In the rest of this policy, we will refer to “Customers” to refer either to (a) Partner Schools that have contracted or (b) teachers that have registered for using the Platform as a Supplemental service.

1.3

By accessing the Services or interacting with our Site, you agree to the use of your information in accordance with this Privacy Policy. If you have any concerns about providing information to us or it being used as described in this Privacy Policy, you should not use the Site or Services.

2. Information Snappet Collects

2.1

Snappet collects the following information to enable users to effectively use the Services for educational purposes. Some information that we collect may identify users personally and other information may be maintained on an individual level and be linked to personally identifiable information (collectively “identifiable information”). Other information is more generic in nature. We collect identifiable information from students only where a Customer has obtained and/or provided appropriate consent under applicable law, or a relevant legal exception applies to allow us to collect such information.

2.2

No student data in Snappet Supplemental. If you registered as a teacher (using the Platform as a Supplemental Service), no identifiable information is collected from students: zero-knowledge encryption is used to ensure that Snappet cannot identify student data in the Supplemental Service.

How it works: students can create student accounts via a code from the teacher to use the applicable parts of the Platform in the classroom, these student accounts remain anonymous for Snappet. For this purpose, student names are sent in encrypted form to Snappet and Snappet is not able to decrypt, the student names can only be decrypted on the devices of a logged-in teacher and on the devices of the associated students.

2.3

Information you provide. You provide certain information to Snappet when you choose to participate in the various activities on and through our Services, such as: registering for an account; engaging with the Services to, among other things, submit exercise responses, track progress, and post messages, comments, and ideas; taking advantage of promotions; responding to surveys; or subscribing to newsletters or other mailing lists. Generally, teachers and school administrators register student accounts, providing limited identifiable information about student users. Children may, in certain cases, register for an account themselves. Once registered, users provide information as they participate in educational lessons and exercises. The information we collect from you generally may include: contact information such as full name and email address; username and password; class rosters; course information; course results and progress; narratives input by students, including exercise responses; responses to surveys about our Services or curricula; communications sent to us by you; your subscriptions to newsletters and services offered by us; and any other information you submit to Snappet when choosing to participate in various activities on the Services.

2.4

Device and usage information. We may automatically collect certain information about the computer or devices you use to access the Site and Platform. For example, we may collect and analyze information such as (a) IP addresses, geolocation information, unique device identifiers, browser types, browser language, operating system, hardware type, the state or country from which you accessed the Services; and (b) information related to the ways in which you interact with the Site and Services, such as: platform type, clicked items, domain names, landing pages, pages and content viewed and the order of those pages, the amount of time spent on particular pages, mouse hover including location and time spent on each area of the page, the date and time you used the Services, the frequency of your use of the Services, error logs, and other similar information.

2.5

Cookies information. When you visit the Site or use the Services, we may use cookies, pixel tags, local storage, mobile identifiers, or other similar technologies to (a) store your username and password; (b) monitor and analyze the usage of our site and Services by collecting the information discussed in section 2.3 above; (c) customize the Site or Services to your explicit and inferred preferences; or (d) optimize advertisements on other websites and social media, only your IP address is shared as personal data and only if you consent to advertising cookies. The Platform never uses advertising cookies when logged in as a Partner school that has contracted.

Snappet uses both session cookies and persistent cookies. A persistent cookie remains after you close your browser. Persistent cookies may be used by your browser on subsequent visits to the site. Persistent cookies can be removed by following your web browser help file directions. Session cookies are temporary and typically disappear after you close your browser.

Most browsers automatically accept cookies, but you can modify your browser setting to decline cookies by visiting the Help portion of your browser's toolbar. If you choose to decline cookies, please note that you may not be able to sign in, customize, or use some of the interactive features of the Site or Services. We may also use Flash cookies. Flash cookies operate differently than browser cookies, and cookie management tools available in a web browser will not remove Flash cookies. To learn more about how to manage Flash cookies, you can visit the [Adobe website](#) and make changes at the [Global Privacy Settings Panel](#).

By using the Site and Platform, you consent to our use of cookies and similar technologies. If you choose to refuse, disable, or delete these technologies, some of the Platform or Site functionality may no longer be available.

[Cookie List]

3. How Snappet Uses Your Information

3.1



We use the information collected as directed by Partner Schools or as specified in the user agreement (in case of Supplemental usage of the Platform) for the educational purposes offered in connection with the Services.

3.2

We use your information to operate, maintain, and provide to you the features and functionality of our Site and Services, including but not limited to: providing you with our Services; processing and responding to inquiries and other communications with users in connection with providing the Services; personalizing your use of the Services; providing curricula choices or recommendations; administering surveys, studies, and interviews; alerting you to new features, special events, products and services; analyzing, evaluating, and improving the educational tools, features, products, and services; performing any other activities requested by a Customer for educational purposes; enforcing the legal terms that govern your use of the Services; providing customer service support; maintaining records; maintaining the security of the Services, troubleshooting, and performing audits; investigating and protecting the rights, safety, and integrity of Snappet's Services; complying with applicable law as well as law enforcement, legal, or regulatory process.

3.3

We may use your information to communicate with you about: our products and services in which you may be interested provided that you have not requested otherwise; our newsletters and information for which you have signed up; and non-marketing or administrative purposes (such as notifying you of major changes to the Services or for customer service purposes or communicating).

3.4

We use your information: to optimize and improve the quality of our Services; to create new features, promotions, functionality, and services such as by storing, tracking, and analyzing user preferences and trends; and to understand the usage trends of our users.

3.5

We use cookies for purposes such as (a) remembering information so that you will not have to re-enter it during your visit or the next time you visit our Service; (b) providing custom, personalized content and information; and (c) monitoring aggregate metrics such as total number of visitors, pages viewed, etc.

3.6

We may anonymize, de-identify, or aggregate your information for any legitimate business purposes, including for product development, reporting, research, and analysis. Such anonymized and/or aggregated data does not personally identify you. Our use of anonymized, de-identified, or aggregate information is not subject to any restrictions under this Privacy Policy.

There are no ads in the Services and student data isn't used for advertising to students or anyone else. Snappet does not, and will not, sell student data, or seek to profit from information collected from Partner Schools, teachers, students or parents. Snappet may use information collected from non-student users to provide relevant information about the Services and Snappet features to Customers and parents. Information that we collect is not available to the general public.

4. When Snappet Discloses Information

4.1

Snappet discloses information at the direction of Customers for educational purposes and as is required to enable users to effectively use the Services for educational purposes.

4.2

We disclose information to other users within a Customer's school for educational purposes. For example, Snappet discloses a student's exercise responses with that student's teacher.

4.3

We disclose information to parents and legal guardians authorized by the Customer.

4.4

We disclose information to third-party service providers and partners who support the Services by carrying out authorized educational purposes as directed or authorized by our Customers. We only provide service providers and partners with the information that they need in order to perform their specific function, which may include identifiable student information. We require that our third-party service providers and partners comply with this Privacy Policy and we ensure that they maintain the confidentiality, security, and integrity of the data by employing reasonable and comprehensive data protection and security protocols. Examples of service providers and partners include applications management services; data hosting services; and customer service tools.

4.5

We disclose information as directed or authorized by the Customer for educational purposes or, consistent with applicable law, with the consent of a parent or legal guardian or of a student who is the applicable age of majority.

4.6

We may disclose information consistent with legal requirements and where we believe, in good faith, it is appropriate or necessary to enforce this Privacy Policy or any other agreement with you. This includes taking precautions against liability or fraudulent, abusive, or unlawful uses; investigating, responding to, and defending ourselves against third-party claims or allegations; responding to court orders, judicial or other official government requests, subpoenas, or warrants in the manner legally required; complying with U.S. state and federal laws and regulations, including but not limited to sharing with appropriate tax authorities, or other applicable laws; protecting the security or integrity of our Site or Services; responding to your requests for customer service; and protecting the rights, property, or safety of Snappet, our employees, our users, or others.

4.7

We may disclose to others anonymized, de-identified, or aggregated information about you. Our disclosure of anonymized, de-identified, or aggregate information is not subject to any restrictions under this Privacy Policy, and we may disclose it to others without limitation for any purpose.

4.8

We also may disclose information in connection with or during negotiations of any merger, sale, financing, consolidation, asset sale, acquisition, or in the unlikely event of a bankruptcy. In these cases, the successor entity will treat previously-collected information consistent with this Privacy Policy.

5. Access to, Modification of, and Deletion of Information

5.1

At any time, a Customer may request to access, review, or correct identifiable information held by Snappet in its Platform. Snappet will use commercially reasonable efforts to process such requests.

5.2

At any time, a Customer may request the deletion of identifiable information held by Snappet in its Platform. In response to such requests, Snappet will use commercially reasonable efforts to delete, anonymize, and/or de-identify identifiable information in a commercially reasonable amount of time under applicable laws, unless we otherwise have consent to retain such information or are required to retain such information to comply with our legal obligations or law enforcement, resolve disputes, or enforce our agreements.

5.3

Snappet will delete, anonymize, and/or de-identify identifiable information within a commercially reasonable amount of time when it is no longer needed for an authorized educational purposes, unless we otherwise have consent to retain such information or are required to retain such information to comply with



our legal obligations or law enforcement, resolve disputes, or enforce our agreements. Snappet retains the right to delete information in its sole discretion at any time.

5.4

If using the Platform as a Supplemental Service, no identifiable information is collected from students (see explanation in paragraph 2.2). These anonymous learning results are stored for a maximum of one day per student account, every night the anonymous student accounts are deleted: this means that in the Supplemental Service, teachers cannot see learning results from previous days and students start with a new account every day.

5.5

Snappet will transfer information when requested by a Customer. Such transfers will occur in a commercially reasonable amount of time and in compliance with applicable law.

5.6

Parents, guardians, and students who are the applicable age of majority may request access to, correction of, deletion of, or transfer of identifiable information in Snappet's Platform by contacting the appropriate official at the student's school or school district and asking them to collaborate with Snappet to carry out the appropriate action. The Customer may either make the change themselves or submit the request to Snappet by emailing privacy@snappet.org. We will use commercially reasonable efforts to process such requests in a timely manner in accordance with applicable law.

6. Security of Information

6.1

Snappet uses physical, technical, and administrative measures to help protect identifiable information from loss, theft, misuse and unauthorized access, disclosure, alteration and destruction. We maintain controls to restrict access to identifiable information to our employees, agents, partners, and service providers who require such access to perform their assigned duties. We provide training to our personnel authorized to access identifiable information. These safeguards vary depending on the sensitivity of the information at issue and the current state of technology. We also require partners and third-party service providers to employ data protection and security protocols.

6.2

Snappet is committed to preventing unauthorized access to our systems and data, and will investigate any such incidents. In the event of a breach of identifiable information, Snappet will comply with all relevant breach laws, including applicable requirements to provide notification to Partner Schools, users, affected parents, and/or legal guardians.

7. Changes to this Privacy Policy

Snappet may update this Privacy Policy from time to time to reflect changes in the law, our data collection and use practices, and the features of our Site and Services. When we update the Privacy Policy, we will revise the "Effective Date" date above and post the new Privacy Policy on our website us.snappet.org, and clearly indicate which section(s) have changed. You are responsible for regularly reviewing this Privacy Policy and your Snappet account for notice of such modifications. If you continue to use the Site or Services following these changes, you will be bound to the new Privacy Policy. In connection with such changes, we will provide user notice and choices in accordance with applicable law.

8. Contact us

If you have any questions about this Privacy Policy or our practices, please contact privacy@snappet.org.