

Application and Hosting Privacy Policy (myON Applications)

This Application and Hosting Privacy Policy ("Policy") is by and between Renaissance Learning, Inc. and its subsidiaries ("Renaissance" "us" or "we") and Schools licensed to use myON's Services. This Policy applies only to Services for myON Applications; for the Application and Hosting Privacy Policy applicable to Renaissance Application, please visit <https://doc.renlearn.com/KMNet/R60990.pdf> for the US Renaissance Applications and <https://doc.renlearn.com/KMNet/R60991.pdf> for the UK Renaissance Applications. If you are not a School or a User (such as a student or parent to whom a School grants access), you are not allowed to use the Services. If you do not agree to the terms of this Policy, please do not use the Services. Nothing in this Policy shall be construed as granting any School or User any rights to use or access any Services and any School or User shall only have the right to use and access the Services as set forth in the agreement(s) entered into between a User's School and Renaissance (the "License and Services Agreement").

Updates

Renaissance may revise this Policy from time to time and will make an updated version of this Policy available on a publicly accessible location. Subject to the foregoing, Renaissance will not make material changes to this Policy without first providing prominent notice to the School and allowing the School choices before Personal Data is used in any manner inconsistent with terms the School was initially provided; and not make material changes to other policies or practices governing the use of Personal Data that are inconsistent with contractual requirements except as required by law. Notwithstanding the foregoing, should laws and regulations change to further restrict the collection, use, and distribution of Personal Data, Renaissance shall be permitted to make appropriate changes to this Policy to comply with the laws and regulations without issuing prior notice to School or any User.

School Control

The collection, input, use, retention, disposal, and disclosure of any Personal Data submitted via the Services are controlled by the School. Renaissance will not delete, change, or share any information from the Services except as provided in this Policy or explicitly directed/consented to in writing by the School (for example a request from the School to share information with another provider of educational services to the School) unless we have a good faith belief that such action is necessary to: conform to legal requirements or to respond to lawful requests by public authorities, including to meet national security or law enforcement requirements; or to enforce our contractual obligations. Renaissance also collects non-personal information, including aggregated Personal Data as described in this Policy.

Definitions

"Data Protection Legislation" means

- with respect to Users in the United States, the Family Education Rights and Privacy Act of 1994 and the regulations thereunder (collectively, "FERPA"), the Children's Online Privacy Protection Act

and the regulations thereunder (collectively, "COPPA") and any other applicable national, federal, state, local, municipal, and foreign laws and regulations applicable to Personal Data.

- with respect to Users in the European Union, (a) prior to 25 May 2018, the Data Protection Act 1998 and the EU Data Protection Directive 95/46/EC; (b) the EU General Data Protection Regulation (Regulation 2016/679); (c) the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and (d) all applicable laws and regulations relating to processing of Personal Data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner; and
- with respect to all other Users, applicable national, federal, state, local, municipal, and foreign laws and regulations applicable to Personal Data.

"myON Applications" means the commercial educational online software products being provided to a School under such School's License and Services Agreement and identified therein as a myON Application, including, without limitation, myON Reader, myON Books and myON News.

"Personal Data" has the same meaning as set out in the applicable Data Protection Legislation or if no such meaning exists, it shall mean information about a User that can be used on its own or with other information to identify, contact, or locate a single individual, including, but not limited to, the following (i) any information that can be used to distinguish or trace an individual's identify such as full name, social security number, date and place of birth, mother's maiden name, or biometric records; (ii) any other information that is linked or linkable to an individual such as medical, educational, financial, and employment information; or (iii) two or more pieces of information that separately or when linked together can be used to reasonably ascertain the identity of the person.

"Renaissance Applications" means the commercial educational online software products provided to a School under such School's License and Services Agreement and identified therein as a Renaissance Application, including, without limitation, Star 360, Star Math, Star Reading, Star Early Lit, Star Spanish, Star Custom, Accelerated Reader 360, Accelerated Reader, Accelerated Math, English in a Flash, Math Facts in a Flash and Flow 360.

"UK Renaissance Applications" means the United Kingdom version of the Renaissance Applications.

"US Renaissance Applications" means the United States version of the Renaissance Applications.

"School" means a public or private school, district, multi-academy trust (MAT) in the United Kingdom, after school service provider, library or other educational organization or learning center that provides educational services that, in all cases, license any Services from Renaissance.

"Services" means the platform, software products and related services with respect to myON Applications.

"User" means a person, (including an educator, student or parent) given access rights to the Services by or at the direction of the School who has the right to use the Services under the licensing terms agreed upon by the School and Renaissance.

What Information Renaissance Collects and Maintains

- Usage Details. When Users access the Services, Renaissance may automatically collect certain details about the User's access to and use of the Services. This information may include application or website traffic data, location data, logs and other communication data and the resources that educators and students access and use on or through the Services.
- **Cookies (or Mobile Cookies) and Web Beacons.** A cookie is a small file placed on computing devices such as computers, tablets, and smartphones. A web beacon is a small electronic file such as a clear gif, pixel tag, or single-pixel gif Renaissance may use cookies and web beacons to collect website or Service usage details. It may be possible for an User to refuse to accept cookies and web beacons by activating the appropriate setting on the computing device(s) being used. However, doing so may impair certain functions of the Services.
- Device Information. Renaissance may collect information about a User's computer device, mobile device, and Internet connection, including the device's unique device identifier, IP address, operating system, browser type, and mobile network information.
- Stored Information and Files. The Services also may access certain files, including metadata, stored on the User's computing device in order to satisfy User requests to integrate those files into the functionality of the Services (for example, to provide access to an e-Book or other stored materials).
- **Information Input by Users.** When using the Services, Users will input information that is then stored by the Services such as salutation, name, user name and password, name of School, School ID, gender, grade or year level, student ID or other identifier, staff ID or other identifier, primary position, date of birth, ethnicity, eligibility for entitlements (such as pupil premium, free or reduced school meal or other similar entitlements), language, as well as assessment responses, comprehension quizzes, lesson completion, practice and other academic skills that is then stored by the Services. Additionally, User input may include highlighting of book pages, essays, book reviews, or other similar User-generated content.
- Information generated from using the Services. Users' use of the Services generates information or outputs such as what books a User opens, finishes, time spent reading, scores for assessments, Users' rankings of interest categories (e.g., animals, inventions, graphic novels, etc.).
- **Personal Data.** While Renaissance collects Personal Data in connection with the Services, that Personal Data does not include Users' race or ethnicity, socio-economic status, social security number, address, parent contact information, or email address.

How Renaissance Uses Information Collected

Renaissance will not use the Personal Data it collects in the Services to conduct targeted advertising directly to students, nor does it publicly disclose information submitted by Users. Renaissance uses the information, including Personal Data, it collects to:

- Provide Schools (and third-party service providers acting under the authority of the School,) and Users with access to the Services and its contents, and any other information, products or services, that the School requests from us.
- Provide Schools with account notices, including expiration and renewal notices.
- Carry out the respective obligations of Renaissance and Schools and enforce Renaissance's rights arising from any contracts entered into with Schools, including for billing, collection, and data integration.
- Notify Schools of changes to any products or services Renaissance offers.
- Estimate size and usage patterns.

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- Store information about School and User preferences, allowing Renaissance to customize its services and Users' experience.
- Communicate with Users as necessary to fulfill Renaissance's obligations to Schools.
- Maintain and improve the Services performance or functionality.
- Improve educational products for adaptive learning purposes and for customizing learning;
- Demonstrate the effectiveness of Renaissance's products;
- For the development and improvement of educational sites, services, or applications; or
- To de-identify Personal Data so that it can be used for aggregate reporting and analytics purposes (and, where applicable to support any of the uses listed above or any other legitimate business purpose).

How Renaissance Shares Information

- Renaissance may share or permit direct collection of Personal Data with/by third-party contractors to support operations of the Services who are bound by contractual or other obligations to use the information only for such purpose and to keep the information confidential. Third parties are prohibited from using Personal Data to engage in targeted advertising. Renaissance may share or permit direct collection of Personal Data with or by the following third-party contractors:

Name of third-party contractor ("Recipient") (Telephone No.)	Country where Recipient is Located	Recipient's Purpose for Using the Personal Data (Description of delegated work scope)	Items of Personally Identifiable Information to be Transferred	Time and Method of Transfer	Recipient's Period of Retention and Use
Clever	USA	Data Integration Provider, when applicable	Please refer to the information listed in the section above entitled "Information Renaissance Collects and Maintains"	On an as-needed basis through information and communication networks	Until the Recipient's purpose for using the personal information has been fulfilled
Classlink	USA	Data integration provider, when applicable			

Name of third-party contractor ("Recipient") (Telephone No.)	Country where Recipient is Located	Recipient's Purpose for Using the Personal Data (Description of delegated work scope)	Items of Personally Identifiable Information to be Transferred	Time and Method of Transfer	Recipient's Period of Retention and Use
Amazon Web Services (866-21 6-1 072)	USA	Application hosting	Please refer to the information	On an as-needed basis through	Until the Recipient's purpose for
Wisconsin	USA	Data center co-			

Effective 4/13/2020

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Independent Network, LLC (866-206-2027)		location	listed in the section above entitled "Information Renaissance Collects and Maintains" "	information and communication networks	using the personal information has been fulfilled
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- Renaissance may share Personal Data if it is required to do so by law or legal process, such as to comply with any court order or subpoena or to respond to any government or regulatory request
- Renaissance may share Personal Data if it reasonably believes disclosure necessary or appropriate to protect the rights, property or safety of Renaissance or Renaissance's its customers or others, including to: (i) protect the safety of a child; (ii) protect the safety and security of the Services; or (iii) enable Renaissance to take precautions against liability.
- Renaissance may share Personal Data with law enforcement agencies or for an investigation related to public safety.
- Renaissance may share Personal Data with applicable governmental departments, agencies, or ministries (e.g., in the United Kingdom, HM Department for Education) or entities working under its authority to support alignment studies and educational research, subject to contractual or other obligations to use the information only for such purpose and to keep the information confidential. Renaissance may share Personal Data with other providers of educational services to a School subject to the School having directed/consented to the same in writing
- Renaissance may sell, transfer, or otherwise share some or all of its assets, including the Personal Data it collects, in connection with a merger, acquisition, reorganization or sale of assets or in the event of bankruptcy, in which case the successor entity is subject to the same commitments set forth in this Policy.
- Renaissance may share Personal Data with third-parties that a School has authorized.
- Renaissance may disclose information about Users that is not Personal Data.

Ownership

By providing access to the Services, Renaissance does not own or directly manage any student Personal Data. All student Personal Data, including student records, remains the property of the School.

Inquiries

Renaissance will direct all requests to review and/or correct erroneous Personal Data to the School in the first instance. The Services generally have functionality which allows School personnel to correct or modify records without any intervention by Renaissance. If a School requires Renaissance's assistance to correct erroneous information, the School may contact Renaissance and Renaissance shall assist the School in correcting the erroneous information as directed by the School.

Security

Renaissance agrees to develop, implement, maintain and use commercially reasonable administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all Personal Data stored, managed, retained, accessed or used via the Services.

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- Renaissance will notify the School without any undue delay of any Personal Data breach and in accordance with applicable Data Protection Legislation. The School agrees to provide the adult students and parents of the School's minor students with direct notice of any such security breach as required by applicable Data Protection Legislation. Except to the extent required by applicable law, Renaissance will not communicate directly with adult students and parents of Schools' minor students except as directed in writing by the School and will cooperate with Schools in fulfilling any additional notification requirements, such as to data protection authorities.

Data Retention and Destruction

Personal Data is removed from the Services after the School terminates its subscription to the Services and for a reasonable amount of time afterwards to account for potential renewal. Additionally, if requested in writing by the School, Personal Data is returned to the School in a standard file format. Personal Data removed from the Services will be removed from Renaissance's primary data center after 30 days and will be removed from all backups within 90 days of the removal from the Services. However, to the extent that any Personal Data must be retained under applicable laws and regulations, the Personal Data will be retained and used for the period and purpose as prescribed under such laws and regulations. Anonymous and aggregated data that does not include Personal Data may remain on Renaissance's systems and Renaissance may continue to use that information.

Third Party Services

The Services may operate with third-party software and services obtained separately by the School or Users ("Third Party Services") (for example document management systems, third-party websites, etc.). While Renaissance may configure its Services to operate with third-party services, Renaissance does not endorse, and is not responsible for the privacy policies, operation, or functionality of Third-Party Services.

Recourse

Renaissance sets out three requirements for effective enforcement: (i) recourse for individuals to whom the Personal Data relate; (ii) follow up procedures for verifying that the attestations and assertions they have made about their privacy practices are true; and (iii) obligations to remedy problems arising out of failure to comply with the applicable Data Protection Legislation and consequences for such organizations.

Compliance with Applicable Law

Renaissance shall not disclose any Personal Data from the Services to any third party except: (i) if required by law or valid court order, (ii) as directed in writing by the School or, (iii) as permitted elsewhere in this Policy, including as described under "How Renaissance Shares Information," and only where the third party is bound by contractual or other obligations to use the Personal Data only for such purpose and to keep the information confidential. Third parties are prohibited from using Personal Data from the Services to engage in targeted advertising.

- **Data Protection Legislation.** Renaissance complies with any applicable Data Protection Legislation and may set forth the terms of such compliance in the License and Services Agreement agreed upon by Renaissance and a particular School. To the extent applicable to a User, the following applies to such User and will control in the event of conflict with preceding sections of this Policy:
 - For User in the UK or European Union, see <https://doc.renlearn.com/KMNet/R61739.pdf>
 - For User in United States, see <https://doc.renlearn.com/KMNet/R61738.pdf>
 - For Users in South Korea, see <https://doc.renlearn.com/KMNet/R61740.pdf>
- **Privacy Shield.** Renaissance's parent company, Renaissance Learning, Inc. ("Renaissance US") participates in and complies with the EU-U.S. Privacy Shield Framework (the "Framework") as set forth by

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the U.S. Department of Commerce regarding the collection, use and retention of personal information transferred from the European Union and the United Kingdom to the United States in reliance on Privacy Shield.. Renaissance US has certified that it adheres to the Privacy Shield Principles of Notice; Choice; Accountability for Onward Transfer; Security; Data Integrity and Purpose Limitation; Access; and Recourse, Enforcement and Liability. If there is any conflict between the policies in this Privacy Policy and the Privacy Shield Principles the Privacy Shield Principles shall govern. To learn more about the Privacy Shield Framework, visit [privacyshield.gov/](https://www.privacyshield.gov/). To view our certification, visit the [U.S. Department of Commerce's Privacy Shield List](#).

Renaissance US is responsible for the processing of personal data it received, under the Framework. For personal data transferred from the EU or UK, if Renaissance US transfers your personal data to a third party, Renaissance will ensure that the third party is contractually obligated to process your data only for limited, specific purposes consistent with this policy. Renaissance will also ensure that the third party will apply the same level of protection to that data as the EU-U.S. Privacy Shield Principles and will notify us if it makes a determination that it can no longer meet this obligation. Renaissance US also complies with the Privacy Shield Principles for the onward transfer liability provisions. You have the option to request that your personal data not be disclosed to a third party, although this may impact your ability to access or the functionality of our products and services.

You can also request that the personal data not be used for a purpose materially different than that for which it was collected or authorized. Please use the contact information below to inquire further or to make a request.

With respect to personal data received or transferred pursuant to the Framework, Renaissance US is subject to the regulatory enforcement powers of the U.S. Federal Trade Commission. In certain situations, Renaissance US may be required to disclose personal data in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

In compliance with the EU-U.S. Privacy Shield, Renaissance US strives to resolve all complaints about privacy and the collection or use of customer information. If you have questions about our participation in the Privacy Shield program or have a complaint, please send an email to privacy@renaissance.com. If you have any unresolved privacy or data use concern that we have not addressed satisfactorily, please contact our U.S.-based third party dispute resolution provider [JAMS](#).

Under certain conditions, more fully described on the Privacy Shield website at [privacyshield.gov/article?id=How-to-Submit-a-Complaint](https://www.privacyshield.gov/article?id=How-to-Submit-a-Complaint), you may invoke binding arbitration when other dispute resolution procedures have been exhausted.

Contact Us

If you have any questions or concerns regarding how Renaissance collects, uses, and shares Personal

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Data under the Privacy Shield Framework, please contact us using the information below:

ATTN: Data Protection Officer

Renaissance Learning Inc.

6625 W. 78th Street, Suite 220

Bloomington, MN 55439

United States

privacy@renaissance.com

If you have any other questions or concerns regarding this Policy or how Renaissance collects, uses, and shares Personal Data, please contact us using the information below.

ATTN: Data Protection Officer

Renaissance Learning UK Ltd

32 Harbour Exchange Square

London E1 4 9GE, United Kingdom

privacy@renaissance.com