

Application and Hosting Privacy Policy (US Applications)

Renaissance Learning, Inc. and its subsidiaries (collectively, “**Renaissance**”) consider the privacy and security of its Users of its Applications and Hosting Services to be of paramount importance. Renaissance has developed this Application and Hosting Privacy Policy (this “**Policy**”) to inform Users of its policies and procedures regarding the collection, use and disclosure of Personally Identifiable Information and non-personal information Renaissance receives from Schools and Users. Nothing in this Policy shall be construed as granting any School or User any rights to use or access any Application or Hosting Services and any School or User shall only have the right to use and access the Applications as set forth in the agreement(s) entered into between a User’s School and Renaissance (the “**License and Services Agreement**”).

Definitions

“**Applications**” means the commercial educational online software products being provided to a School under such School’s License and Services Agreement.

“**User**” means any user of the Applications and Hosting Services.

“**Hosting Services**” means the hosting services that Renaissance provides to a School to host the Applications as set forth in such School’s License and Services Agreement. Hosting Services can include access to Applications via the world wide web.

“**Non-Personally Identifiable Information**” means information about a User that is not considered Personally Identifiable Information as defined below.

“**Personally Identifiable Information**” means 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:

- 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;
- Any other information that is linked or linkable to an individual such as medical, educational, financial, and employment information;
- Two or more pieces of information that separately or when linked together can be used to reasonably ascertain the identity of the person.

“**School**” means a school district, public or private school, after school service provider, library or other educational organization or learning center that provides educational services that, in all cases, license any Applications from Renaissance.

School Controls Personally Identifiable Information

The collection, input, use, retention, disposal, and disclosure of any Personally Identifiable Information submitted by Users via the Applications to the Hosting Services are controlled solely by the School. The School is responsible for providing all necessary notices and obtaining all necessary consents from Users to collect, use, disclose and submit the Personally Identifiable Information via the Applications or Hosting Services for Renaissance to use in accordance with the License and Services Agreement. Renaissance will not delete, change, or divulge any Personally Identifiable Information from its Applications or Hosting Services controlled by the School except as outlined in this Policy. To the extent a User has questions

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regarding the privacy associated with the Applications licensed by a User's School, please contact the School. Also, should a User wish to revoke their consent, or "opt-out" of a particular use of their Personally Identifiable Information, please contact the User's School.

What Information Renaissance Collects and Maintains

Renaissance Collects and Maintains the following information:

- Usage Details. When Users access the Applications or Hosting Services, Renaissance may automatically collect certain details of the User's access to and use of the Applications and Hosting Services, including traffic data, location data, logs and other communication data and the resources that Users access and use on or through the Applications or Hosting Services. This information is Non-Personally Identifiable Information that is aggregated.
- 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 usage details. It may be possible to refuse to accept cookies and web beacons by activating the appropriate setting on the computing devices. However, selection of this setting may disable access certain parts of the Applications or Hosting Services. The information collected via cookies and web beacons is Non-Personally Identifiable Information that is aggregated.
- 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. This information is Non-Personally Identifiable Information that is aggregated.
- Stored Information and Files. The Applications or Hosting Services may access metadata and other information associated with other files stored on a User's device (for example, to provide access to an e-Book or other store material). This information is Non-Personally Identifiable Information that is aggregated.
- Information input by Users. Users input information to the Applications and Hosting Services such as salutation, name, user name and password, name of School, ID number, gender, grade, state student ID, state personnel ID, primary position, date of birth, ethnicity and language, as well as assessment responses, comprehension quizzes, lesson completion, practice and other academic skills that is then stored by the Application and Hosting Services. This information may contain Non-Personally Identifiable Information as well as Personally Identifiable Information.
- Information generated from using the Applications and Hosting Services. Users' use of the Applications and Hosting Services generates information or outputs such as calculated scores for assignments, assessments and quizzes, as well as information contained within custom reports, which combine information input by Users and calculated scores. This information may contain Non-Personally Identifiable Information as well as Personally Identifiable Information.

How Renaissance Uses Information Collected

Renaissance only uses the information, including Personally Identifiable Information, it collects pursuant to this Policy. The most common of those uses are as follows:

- To provide School and Users with access to the Applications and the Hosting Services and their contents, and any other information, products or services that School requests from Renaissance.
- To communicate with Users as necessary to fulfill Renaissance's obligations to Schools.
- To provide School notices about its account, including expiration and renewal notices.
- To carry out the School's and Renaissance's respective obligations and enforce Renaissance's rights arising from the License and Services Agreement, including for billing and collection.
- To notify School of changes to any products or services Renaissance offers or provides though it.
- To estimate School size and usage patterns.
- To store information about School preferences, allowing Renaissance to customize its services.

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In addition, Renaissance aggregates information it collects, including Non-Personally Identifiable Information and uses such aggregated information and other Non-Personally Identifiable Information it collects as follows:

- To maintain and improve performance or functionality of the Applications and the Hosting Services.
- To demonstrate the effectiveness of Renaissance’s products, including, without limitation, the Applications and the Hosting Services.
- For general research and to research and develop new technologies.

What Personally Identifiable Information Renaissance Discloses

Renaissance may disclose Non-Personally Identifiable Information, including the Non-Personally Identifiable Information from the aggregated Personally Identifiable Information about Users of its Applications and the Hosting Services.

In addition, Renaissance may disclose Personally Identifiable Information as described in this Policy. Generally, Renaissance may disclose Personally Identifiable Information under the following circumstances:

- Renaissance may share Personally Identifiable Information with third-party contractors to support the Applications and Hosting Services or when specifically directed by a School to share data. In all cases, Renaissance holds third parties with whom PII is shared to the same standard as Renaissance with respect to privacy, data security, and confidentiality. Third parties are prohibited from using Personally Identifiable Information to engage in targeted advertising.

Name of third-party contractor (“Recipient”) (Telephone No.)	Country where Recipient is Located	Recipient’s Purpose for Using the Personally Identifiable Information (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 (866-216-1072)	Seattle, Washington, USA	Application hosting	Please refer to the information listed in the section above entitled “What 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
Wisconsin Independent Network, LLC (866-206-2027)	Eau Claire, Wisconsin, USA	Data center co-location			

- Renaissance may share Personally Identifiable Information 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 Personally Identifiable Information if it reasonably believes disclosure necessary or appropriate to protect the rights, property or safety of Renaissance, its customers or to enable Renaissance to take precautions against liability.
- Renaissance may share Personally Identifiable Information with law enforcement agencies or for an

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investigation related to public safety.

- Renaissance may sell, transfer, or otherwise share some or all of its assets, including the Personally Identifiable Information 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 Personally Identifiable Information with third-parties that a School has authorized.

Renaissance will not use Personally Identifiable Information to conduct targeted advertising to students. Renaissance does not publicly disseminate Personally Identifiable Information submitted by Users. Renaissance permits Users to share comments and ratings between classmates and teachers within the Applications. Renaissance does not publicly disseminate those comments and ratings.

Do Not Track

Certain browsers have settings that allow you to turn on a “Do Not Track” (“DNT”) feature. Renaissance Place service does not support DNT in order that we may provide the service to authenticated users. We do not intentionally or knowingly allow other parties to collect Personally Identifiable Information and have security measures in place to prevent third parties from collecting information about your Renaissance Place activities.

Exercise of Right to Disclosure, Alternation, Addition, Cessation of Use, and Deletion of Personally Identifiable Information

Any User or parents of such User if a User is a minor may review and amend any Personally Identifiable Information of such User by contacting the School and following the School’s procedures for amending such User’s Personally Identifiable Information. Renaissance will not make any changes to any Personally Identifiable Information without the applicable School’s express written permission, and then only in accordance with applicable Privacy Laws.

Data Retention and Destruction

When the School terminates its subscription to the Applications and Hosting Services, all Personally Identifiable Information of Users that was collected, used, disclosed and submitted via the Applications and Hosting Services will be removed from the Applications. Personally Identifiable Information removed from the Applications 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 Applications. However, to the extent that any Personally Identifiable Information must be retained under applicable laws and regulations, the Personally Identifiable Information will be retained and used for the period and purpose as prescribed under such laws and regulations.

When removing Personally Identifiable Information, Renaissance shall take technically reasonable measures to make the Personally Identifiable Information irrecoverable or irreproducible as follows:

- (i) electronic files containing Personally Identifiable Information shall be irrecoverably deleted using an appropriate technical method; and
- (ii) any other records, print-outs, documents or any other recording media shall be shredded or incinerated.

Security

Personally Identifiable Information is stored in databases maintained by Renaissance or its service providers. Databases for Users inside the United States are stored on servers located in the United States and databases for other Users may be stored on servers located inside or outside of the United States or other countries. Renaissance may use third-party storage or service-provider companies to store Personally Identifiable Information, for which Personally Identifiable Information for Users in the United States will be in

the United States and Personally Identifiable Information for other Users may be inside or outside of the United States.

We have taken certain physical, technical, contractual and administrative steps to protect the confidentiality, security and integrity of Personally Identifiable Information. However, no method of transmission over the Internet or method of electronic storage is completely secure and we cannot guarantee its absolute security. It is a User's responsible to maintain the confidentiality of his or her account information.

Links to Other Websites and Services

Users accessing the Applications and Hosting Services may find links to websites and applications owned and operated by other organizations. Please note that when you click on one of these links, you are moving to another website and that the content of those linked sites is the responsibility of the organization actually owning and/or operating the site or application. Renaissance is not responsible for, and has no control over, the content or privacy policy of any linked site. Renaissance encourages Users to read the privacy statements of any linked site as its privacy policy may differ from Renaissance's.

Local Laws

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:

Korea

Nothing in this Policy shall be construed as granting any School or User any rights to use or access any Application or Hosting Services and any School or User shall only have the right to use and access the Applications as set forth in the agreement(s) entered into between a User's School and TIME Education Co. Ltd. ("TIME") (the "License Agreement"). Any references to the "License and Services Agreement" in preceding sections of this Policy shall be construed as referring to the License Agreement between a User's School and TIME.

Control of Personally Identifiable Information

The collection, input, use, retention, disposal, and disclosure of any Personally Identifiable Information submitted by Users via the Applications to the Hosting Services are controlled by Renaissance and TIME. Personally Identifiable Information submitted by Users via the Applications to the Hosting Services is sent on an as-needed basis via information and communication networks to databases maintained by Renaissance in the United States. (For more information on the items of Personally Identifiable Information being stored, purpose of storage, and duration of storage, please refer to the sections entitled What Information Renaissance Collects and Maintains, How Renaissance Uses Information Collected, and Data Retention and Destruction.) The School is responsible for providing all necessary notices and obtaining all necessary consents from Users to collect, use, disclose and submit the Personally Identifiable Information via the Applications or Hosting Services for Renaissance and TIME to use in accordance with the agreement entered into between the school and the TIME. Renaissance and TIME will not delete, change, or divulge any Personally Identifiable Information from its Applications or Hosting Services except as outlined in this Policy.

Exercise of Right to Disclosure, Alternation, Addition, Cessation of Use, and Deletion of Personally Identifiable Information

Please contact Renaissance directly in relation to a request for the disclosure, alternation, addition, cessation of use, or deletion of Personally Identifiable Information held by Renaissance. If you are under the age of 14, your legal guardian must take the above action with respect to your Personally Identifiable Information. In view of maintaining accuracy and security and preventing the leakage of Personally Identifiable Information, in the absence of a special procedure pursuant to applicable laws or regulations, any necessary confirmation shall be conducted without delay. In the event of non-performance or delay in completing the request, Renaissance will strive to provide an explanation for the cause of the delay.

What Collected Information Renaissance Discloses

Renaissance shares the following Personally Identifiable Information of a User with such User's School for the purpose of assessing and monitoring the User's use of the educational online software products until such purpose has been fulfilled: User's name, user name and password, name of School, ID number, gender, grade, state student ID, date of birth, ethnicity and language, assessment responses, comprehension quizzes, lesson completion, practice, and other academic skills, as well as calculated scores for assignments, assessments and quizzes, and information contained within custom reports.

United States

Family Education Rights and Privacy Act

- The Family Education Rights and Privacy Act of 1994 and the regulations thereunder (collectively, "FERPA"), impose onto "educational agencies or institutions", obligations and restrictions, including, without limitation obligations and restrictions with respect to
 - the handling and disclosure of Personally Identifiable Information contained in the educational records an educational agency or institution maintains regarding its students,
 - any data that may be accessed, obtained, received, extracted or otherwise used by Renaissance (or which may be disclosed in any manner to Renaissance by or on behalf of an educational agency or institution), in individualized or aggregate form, in connection with an educational agency or institution's use of the Applications and the Hosting Services as well as any services provided by Renaissance in connection with the Applications and the Hosting Services.
- Renaissance agrees to adhere to the disclosure requirements under FERPA and will not disclose any Personally Identifiable Information from the Application's database to any third party except: (i) if required by law or valid court order or (ii) as permitted elsewhere in the Agreement or this Policy, where the third party is bound by contractual or other obligations to use the information only for such purpose and to keep the information confidential. Renaissance will cooperate with the School with respect to the School's disclosure requirements; all such disclosures shall be through the School.
- Third parties who contract with Renaissance are contractually prohibited from using Personally Identifiable Information from the Application's database to engage in targeted advertising.

Children's Online Privacy Protection Act

- The Children's Online Privacy Protection Act and the regulations thereunder (collectively, "COPPA") impose requirements on operators of commercial websites and online services directed to children under 13 ("**operators**," such as Renaissance) to provide direct notice to parents about their practices for collecting, using and disclosing Personally Identifiable Information from children under the age of 13 ("**children**"). COPPA also requires operators to obtain verifiable parental consent prior to the collection of Personally Identifiable Information from children.
- School, to the extent necessary for use of the Applications and Hosting Services, is required to provide direct notice of this Policy to parents of children under the age of 13 and to obtain the requisite parental consent, as a condition of using the Hosting Services and Applications.
- In accordance with COPPA, Renaissance agrees not to share, sell, rent or transfer children's Personally Identifiable Information other than as described in the Agreement and this Policy.

International Transfer

Personally Identifiable Information may be transferred to—and maintained on—computers located outside of a User's state, province, country or other governmental jurisdiction where privacy laws may not be as protective as those in a User's jurisdiction. If a User is located outside of the United States and provides Personally Identifiable Information to Renaissance through the Applications and Hosting Services, Renaissance transfers information to the United States and processes it there. As stated above, the School is responsible for providing all necessary notices to and obtaining all necessary consents from Users to transfer User information to the United States and allow Renaissance to process it there. To the extent a User has

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questions regarding the notice or consent to transfer his or her Personally Identifiable Data to Renaissance for use in connection with this Policy, please contact the School.

EU – U.S. Privacy Shield

Renaissance participates in and complies with the EU-U.S. Privacy Shield Framework (the “**Framework**”). Renaissance 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 this Policy and the Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Privacy Shield Framework, visit <https://www.privacyshield.gov/>. To view our certification, visit the [U.S. Department of Commerce's Privacy Shield List](#).

Renaissance is responsible under the Framework for the processing of Personally Identifiable Information it receives. For Personally Identifiable Information transferred from the EU, if Renaissance transfers a User's Personally Identifiable Information to a third party, Renaissance will ensure that the third party is contractually obligated to process such User's Personally Identifiable Information 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 Renaissance if it makes a determination that it can no longer meet this obligation. Renaissance also complies with the Privacy Shield Principles for the onward transfer liability provisions.

With respect to Personally Identifiable Information received or transferred pursuant to the Framework, Renaissance is subject to the regulatory enforcement powers of the U.S. Federal Trade Commission. In certain situations, Renaissance may be required to disclose Personally Identifiable Information 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 strives to resolve all complaints about privacy and the collection or use of User's information. If you have questions about our participation in the Privacy Shield program or have a complaint, please send an email to privacy.officer@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 <https://www.privacyshield.gov/article?id=How-to-Submit-a-Complaint>, you may invoke binding arbitration when other dispute resolution procedures have been exhausted.

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 School allowing it choices before data is used in any manner inconsistent with terms as they were initially provided; and not make material changes to other policies or practices governing the use of Personally Identifiable Information 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 Personally Identifiable Information, 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.

Website Privacy Policies

The Applications and Hosting Services may contain links to other companies' websites and services that may or may not have privacy policies of their own. Renaissance is not responsible for the privacy practices of others and we recommend you determine if they have a privacy policy and read it. Renaissance has websites with separate privacy policies. Those policies shall remain in place notwithstanding this Policy.



Contact Renaissance

If you have any questions about this Policy or how Renaissance collects, uses, and shares Personal Identifiable Information, please contact Renaissance using the information below:

ATTN: Privacy Officer
Jeff Christensen – Director, Information Security
Renaissance Learning Inc.
PO Box 8036
2911 Peach Street
Wisconsin Rapids, Wisconsin 54495-8036
Toll Free: (800)338-4204
privacy.officer@renaissance.com

A Spanish translation of this Policy is available [here](#).