

## SAFARI Montage® Privacy Policy

Thank you for using SAFARI Montage products. This Privacy Policy explains the data collection, use, and disclosure features and practices relevant to the SAFARI Montage system hosted by a purchasing educational institution (“School District”) on a customer’s premises or hosted by SAFARI Montage, including the SAFARI Montage web application and all its features and applications; the SAFARI Montage iOS mobile app; and any other SAFARI Montage tools, products, or services that link or refer to this Privacy Policy (collectively, the “Solution”). The Solution is distributed by Library Video Company d/b/a SAFARI Montage (the “Company”, “SAFARI Montage”, “we”, “us” or “our”), and is subject to all applicable terms, conditions, licenses and other agreements in place between a School District or its authorized users and the Company.

This Privacy Policy describes information that may be collected from a School District and its authorized users for the purpose of using the Solution. In the event an authorized user navigates to a third party application or content provider, then such third party’s terms, conditions and/or privacy policy shall apply.

This Privacy Policy describes, among other things:

- Personally identifiable information (“PII”) and other information that may be collected from a School District and its authorized users through the use, support or maintenance of the Solution;
- How PII and other information will and will not be used; and
- How PII and other information may be shared with third parties.

By accessing, using, hosting, or purchasing the Solution, you consent to this Privacy Policy. If you do not agree with this Privacy Policy, please do not access, use, host, or purchase the Solution.

### 1. Personally Identifiable Information

#### A. *What PII May Be Collected*

“Personally Identifiable Information” or “PII” is information that can identify or reasonably be linked to an individual, such as:

- First and last name;
- Email address;
- School name;
- Classes in which a student is enrolled;
- LDAP DNs (Lightweight Directory Access Protocol Distinguished Name), Student Information System ID Number and/or other User ID;
- Usage data by individual user, including:
  - System activity
  - Learning objects viewed
  - Count of “view & chat” and “Get it?” sessions
  - Uploaded files: Number, File Type, and Storage Used
  - Search terms entered
  - Search execution times
  - Recordings made
  - Items added to playlists
  - Items added to third party platforms
- “View and Chat” comments and “Get It?” results;

- User generated content uploaded to the Solution; and,
- Information contained in any image, photograph, video, audio recordings, or user submitted profile.

**B. *How PII May Be Used***

PII collected by the Solution will not be disclosed to, or otherwise shared with, third parties for advertising or marketing purposes, nor will PII be sold to third parties. PII will only be used by Company for the following purposes:

- To provide the Solution to you and to deliver the services, features and functionality offered by the Solution;
- To provide to Company’s technical support group to provide support services for the Solution;
- To permit access to certain features of the Solution from a user’s mobile device when a user uploads photos or videos to the Solution; and
- To enable integrations with third party systems (“Interoperability Partners”) provided that the School District requests such integration including the sharing to PII between the Solution and the Integration Partner.

**2. Aggregated Anonymized Data**

**A. *What Aggregated Anonymized Data May Be Collected***

“Aggregated Anonymized Data” is information that contains no PII but may identify the name of the educational institution and user type (i.e. student, teacher or administrator, etc.) associated with the data, such as:

- Internet Protocol (IP address)
- User’s Operating System(s) and software versions;
- Web browser(s) used;
- Server hardware used;
- Configuration of server(s);
- Content package versions;
- Bandwidth usage;
- Third party system integrations enabled on the Solution; and,
- Usage data, including:
  - Learning objects viewed
  - Count of “view & chat” and “Get it?” sessions
  - Uploaded files: Number, File Type, and Storage Used
  - Search terms entered
  - Search execution times
  - Recordings made
  - Items added to playlists
  - Items added to third party platforms

**B. *How Aggregated Anonymized Data May Be Used***

Aggregated Anonymized Data may be used to conduct internal reporting in connection with the Solution and its features and functionality. Aggregated Anonymized Data may also be used to share with third parties for the primary purpose of improving the user experience.

### **3. How PII May Be Shared With Third Parties**

- **With Interoperability Partners:** The Solution has the capability to be integrated with many third party educational service and content providers, including, without limitation, various enterprise directory solutions, application portals, student information systems, learning management systems, storage providers and IMS Global standards-compliant providers of educational tools and content (collectively, “Integration Service Providers”). When a School District configures the Solution to integrate with, or requests that the Solution be integrated with, an Interoperability Partner, the Solution may receive, share or store authentication tokens and user account information containing PII necessary to support the integration.

When a user is logged into the Solution and using an Interoperability Partner-provided feature or content, the Interoperability Partner may collect PII from a user, subject to the Interoperability Partner’s privacy policy and/or privacy practices. The Company is not responsible for the data collection or use practices of Interoperability Partners. An Interoperability Partner’s privacy policy will govern information provided and should be read before accessing an Interoperability Partner’s system through the Solution. In the event that an integration with an Interoperability Partner requires additional disclosures in connection with information collected by the Solution, such disclosures shall be provided.

- **With Third Party Service Providers or Interoperability Partners For Support or Maintenance Issues:** If a School District is entitled to receive technical support services (generally, either in connection with a limited warranty or an active maintenance and support agreement with the Company), an internal Company technical support representative will diagnose and/or resolve a request for technical support by an authenticated and secure means available only to authorized Company support personnel to remotely access and view Information in the Solution. Except when necessary to provide technical support services, Company technical support representatives are prohibited from downloading or otherwise saving or recording any PII contained or displayed within the Solution that may be incidentally viewed during the course of such access. From time to time it may be necessary to share PII with external third party service providers or Integration Partners to resolve technical support issues; in such cases, SAFARI Montage will obtain explicit permission from the School District before sharing any such information with a third party.
- **With Other Users:** When using the Solution to share content between users, administrators can view a user’s posts and teachers can access “View & Chat” sessions and Chat messages that are being hosted by the teacher.

### **4. Cookies and Automatic Information Gathering Technologies**

Every time a user uses the Solution (e.g., to navigate to a specific location within the Solution or to view content), the Solution collects usage information in connection with a user’s activity. The Solution is designed to collect how, when, and which parts of the Solution or its features users use, which Interoperability Partner services users connect to via the Solution, and when, how, and what users post to Interoperability Partner services. Also, the Solution may collect a unique identifier for a user’s device, media access control address (MAC Address), or other unique identifiers in order to maintain user-specific information required to support Solution functionality.

To enable the Solution to collect and store this information, a variety of technologies may be employed, including cookies. A “Cookie” is a small amount of data a website operator, or a third party whose content is embedded in that

website, may store in your web browser and that the website operator or, as applicable, the third party, can access when you visit the website. The Solution is designed to use Cookies to keep users logged in, save users' preferences for the Solution, collect information about how the user uses the Solution, and enable the functionality of certain features of the Solution.

A user's operating system and web browser may allow the erasure of information stored in Cookies, Flash Cookies, and local browser storage. But if users do so, users may be forced to log in to the Solution again, some Solution functionality may not work as intended and user preferences or settings may not be retained. Users may also be able to set their browsers to refuse all website storage or to indicate when it is permitted, but some features of our Solution may not function properly without it.

#### **5. Third Party Service Provider Disclaimer**

SAFARI Montage makes no representations regarding what data is collected from the Solution, or how such data is utilized, by third party service providers used by a School District in association with the Solution such as for Internet, cloud storage, content filtering or authentication or for client-based software such as web browsers, accessibility or productivity tools.

#### **6. Responsibility for Compliance with Law; Children**

SAFARI Montage and educational agencies or institutions that purchase the Solution strive to ensure that the Solution is used in accordance with all applicable privacy laws, including, without limitation, the Children's Online Privacy Protection Act of 1998, 15 U.S.C. 6501–6505 ("COPPA"), and the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g; 34 CFR Part 9, together with all rules, guidelines, and regulations promulgated under such laws. Each School District must not permit access to its SAFARI Montage Solution by any end user unless all consents have been received and documented from or on behalf of the user that may be required by any and all applicable laws, including, without limitation, any COPPA-compliant parental consent with respect to users who are under 13 years of age.

#### **7. Cloud Hosting Service Provider/Information Security**

SAFARI Montage endeavors to keep all PII confidential and secure. SAFARI Montage maintains industry-standard technology and procedures to protect PII collected in connection with the use, maintenance and support of the Solution including internal data management policies and procedures, limitation of access to information through password-protected credentials, monitoring and encryption of data in transit and at rest. To the extent that a School District is utilizing the hybrid cloud solution from SAFARI Montage, the Company currently uses Amazon Web Services ("AWS") to host the SAFARI Montage operating system. AWS employs reasonable and appropriate measures designed to help secure PII against accidental or unlawful loss, access or disclosure. As provided in its Customer Agreement, AWS will not access or use PII except as necessary to maintain or provide its services, or as necessary to comply with the law or a binding order of a governmental body. AWS will not disclose PII to any government or third party except as necessary to comply with the law or a binding order of a governmental body. AWS, however, does not represent that PII will be secure or not otherwise lost or altered.

SAFARI Montage uses commercial reasonable efforts to protect PII and takes the security of PII very seriously. SAFARI Montage will indemnify a School District if SAFARI Montage knowingly sells, licenses or rents a School District's PII, but cannot ensure the security of PII that is misused or mismanaged by a School District or a School District's users or unauthorized third parties. Security processes and protections are constantly being evaluated and revised by SAFARI Montage to maintain commercially reasonable security efforts to protect PII of School Districts.

#### **8. Other Disclosures**

SAFARI Montage may disclose PII and Aggregated Anonymized Data if it believes disclosure is necessary to comply with laws or to respond to lawful requests for such information.

## **9. Changes to this Policy**

We reserve the right from time to time to make changes to this Privacy Policy. These changes will be posted and the “Last Updated” date will be changed. If we make any material changes to this Privacy Policy, we will post the revised Privacy Policy with a revised Last Updated date. Please visit this page from time to time for the latest version of this Privacy Policy.

Customers with questions or who need more specific information about the information collection, use, and sharing capabilities relevant to specific features or tools of the Solution, should contact the Company by email at [privacy@SAFARIMontage.com](mailto:privacy@SAFARIMontage.com).

Last Updated: May 21, 2019