



Ripple Effects' Privacy Policy v3.0

April 1, 2024

We know you care about how your personal information is used and shared, and we take very seriously our responsibility to protect learner, family, and educator privacy in our training software, data storage and management system Web-based services, and internal policies to regulate access. We've updated our privacy policy ("Privacy Policy") so that it more accurately describes our practices. Let us know if you have any questions

Ripple Effects Inc. ("Ripple Effects", "we" or "us") is committed to protecting the privacy of users of the Ripple Effects programs, while providing learners and educational and service organizations with a dynamic learning and teaching environment made possible by the Internet. This Privacy Policy addresses the privacy practices of Ripple Effects. Ripple Effects' products and services are intended for ultimate use by educators, learners, and guardians, but only educational and service organizations ("Clients," "you") may sign up for Ripple Effects. This Privacy Policy is applicable to all Ripple Effects products and services available online (the "Services").

Policy Summary

WE FULLY DESCRIBE OUR PRIVACY PRACTICES BELOW IN THIS PRIVACY POLICY. THIS SUMMARY PROVIDES AN OVERVIEW OF SOME IMPORTANT INFORMATION REGARDING OUR USE AND SHARING OF YOUR INFORMATION. PLEASE READ THE ENTIRE PRIVACY POLICY VERY CAREFULLY. BY USING ANY SERVICE, YOU AGREE TO BE BOUND BY THIS PRIVACY POLICY IN ITS ENTIRETY.

Information Collection/How we use your information

We use the information we collect when you use the Services in connection with your relationship with Ripple Effects, your use of the Services, and for sending you information from us.

Information Sharing

If you create an account or share Personal Information with other users on the Services, your information may be visible to others within your organization. We do not share your Personal Information with third parties for their marketing purposes; however, we may share your Personal Information under certain limited circumstances.

How Accounts Are Created

Users must have Ripple Effects accounts to access their licensed services. The use of the Ripple Effects Services is contingent on our processing of your Personal Information as set forth in this Privacy Policy. By creating an account and/or using the Services, you are consenting to such practices.

When Clients purchase licenses, Ripple Effects creates Client-specific organizations in the Services and grants administrative access to those organizations through a primary account. The Client then enrolls learners (pupils or staff using the learning programs) and educators (teachers, staff, administrators using assignment, management, and reporting applications) into the organizations and creates accounts on their behalf, or opts-in to allow for learner account creation and/or invites educators to create their own accounts.

A Client may direct Ripple Effects to use a Client-contracted third-party service for user account creation and authentication (e.g. services such as Clever or ClassLink). In this case, Ripple Effects creates user accounts from Personal Information provided by the service that are synchronized with the accounts of that service, to record a learner's or educator's use of Ripple Effects programs. Ripple Effects cannot create, alter, or manage any Personal Information provided by the Client-contracted third-party service.

When the Client creates learner accounts, they are acting on behalf of guardians to give Ripple Effects permission to collect the information described in this Privacy Policy, and Ripple Effects is acting as a service provider to the Client. The Client may choose to allow a guardian access to a user account, or to create a user account for them.

Consent by Clients, Educators, and Guardians

If you are a learner of any age, you must get permission from your Client or Client-authorized representative to use the Services.

Ripple Effects Services are not offered directly to learners on any basis. Clients must first sign up for primary accounts and then invite learners, educators, and guardians to use Ripple Effects through the accounts they create. Clients that have obtained licenses must provide consent on behalf of learners for Ripple Effects to collect and use learner data described in this Privacy Policy and opt-in to allow for learner account creation.

Information Ripple Effects Collects About Learners and Educators

We may collect "Personal Information" (which is information that can reasonably be used, alone or in combination with other reasonably available information, to identify or contact a specific individual). Personal Information includes, but is not limited to, learner data, metadata, and user content.

Information shared with us

The information that we collect from logged-in users includes information that you voluntarily provide to us when you use your account and information that is automatically collected when you are logged into the Ripple Effects platform. The information collected depends on whether you are a Client, educator, or learner, and may vary slightly from product to product. Below is a list of information collected across all our Services.

Learner Account:

- First and last name
- Grade level
- User ID (can be a district-assigned identification number or selected user name)
- User password for our Services
- Single sign-on ID (for schools that use a single sign-on functionality)
- Organization name
- Information provided through use of our Services:
 - Assessment and screener results
 - Curriculum progress
 - Student-generated content (e.g., responses to writing prompts and self-assessments)
 - Certificates of achievement and curriculum completion

Educator Account:

- First and last name
- Email address
- User password for our Services
- Single sign-on ID (for schools that use a single sign-on functionality)
- Organization name
- Information provided through use of our Services:
 - Topic "Playlists"
 - "Playlist" assignments to learners

Information collected from our marketing Website

Independent of our Services, we have Websites limited to those browsing our marketing content. Our marketing Websites collect some data, such as name and contact information, via online forms and some data via cookies and other social media trackers used on marketing pages.

Information received from third-parties

Third parties may provide us with information about you. For example, if you are on a third-party Website, and opt in to receive information from us, that third party will forward information to us so that we may contact you as requested. Any personal information received from these third parties will be handled in accordance with this Privacy Policy and our agreements with these parties. We sometimes combine information we receive from third parties with the personal information we collect through the Services. Any

such combined information will be treated as Personal Information in accordance with this Privacy Policy.

Information we collect automatically

In every case, we also log certain detailed technical information about all users' interactions with our Services that could be linked with users (including learners). This includes the IP addresses that we get when users connect to our Services, information that is sent by Web browsers automatically when they connect to our Services (such as the type of Web browser, the operating system used and the time zone set on the user's computer), and the timing and frequency of how users interact with different content and different areas of our Sites.

We use the following tools and methods to collect and track the automatically collected information described above:

Cookies: Like many other Websites and apps, we set cookies so that we may recognize when someone connecting to our Sites is currently logged in or has visited before. A cookie is a data file sent to a browser from a Web server and stored on the user's computer's hard drive that allows us to recognize that browser when the user returns to our Sites. To learn more about browser cookies, including how to manage or delete them, look in the Tools, Help or similar section of your browser, or visit <http://www.allaboutcookies.org>

Do Not Track signals: Please note that your browser setting may allow you to automatically transmit a "Do Not Track" (DNT) signal to Websites and online service you visit. DNT is a privacy preference users can set in certain Web browsers to inform Websites and services that they do not want certain information about their Webpage visits collected over time and across Websites or online services. However, we do not recognize or respond to browser-initiated DNT signals, as the internet industry is still working to determine what DNT means, how to comply with DNT, and how to create a common approach to responding to DNT. To find out more about "Do Not Track", please visit <http://www.allaboutdnt.com>.

By using our Services, you agree to our use of these information collection technologies.

De-Identified and Aggregate Data

We frequently aggregate information in a way that is designed to make it impracticable to use that data to identify a particular person. We also sometimes maintain individual data records with personal identifiers removed in a manner that is impracticable to relink it to any specific individual. In this Privacy Policy, we refer to such data as "De-Identified Data" and do not consider it to be Personal Information. We do not re-identify information that has been de-identified.

Learner and Educator Information Accessible by Clients

The account administrator designated by the Client can access all information we collect about that Client's learners and educators that we make available through our Services. Client-designated administrators can delegate the right to their Educators to view their learner information in accordance with Client policy.

What Ripple Effects Does With Personal Information

We use Personal Information and any other information collected through our Services for the following reasons:

- to administer the Services;
- to improve the quality and types of services that we deliver;
- to analyze usage and performance of the Services;
- to communicate with Clients and educators by responding to your requests, comments and questions;
- to support Clients with the administration and implementation of the Services;
- to track and assess progress within the learning system;
- to generate reports that allow educators and other authorized persons to evaluate learner progress, and track accessed topic trends;
- to diagnose technical problems;
- to email educators and other authorized persons regarding service, technical and other administrative matters. These communications may also include information regarding changes in services, new service offerings and important service-related notices, such as security and fraud notices. Such communications will only be delivered to educators and Clients and will never be delivered to learner users;
- to send users alerts to notify them about pertinent activity on our Services, such as messages from colleagues or upcoming assignments ("Notification Alerts"). These Notification Alerts may be sent to all users of our Services, including learners;
- to provide useful analyses to users and primary account owners;
- to conduct research and analytics to improve our Services and value to you, and to perform research for authorized persons;
- to protect Ripple Effects and our users, such as conducting audits or notifying Clients of inappropriate or potentially harmful behavior;
- for other educational purposes requested and sanctioned by an authorized representative of the Client;
- for billing, account management, and other administrative matters;
- for research projects where proxies for learner identity are in place, and IRB approval has previously been granted;
- to comply with a judicial order, subpoena or other legal request; or
- as required by applicable law or regulation.

We do collect Company Website usage information through third-party analytics services and anonymized data to help us improve our site, but such information does not contain Personal Information.

We will not share Personal Information we collect in any way not described by this Privacy Policy. Except as noted above, we do not share any Personal Information with third parties for advertising, marketing, or other purposes. There is no third-party advertising on Ripple Effects. We do not amass learner profiles except in the furtherance of school purposes. We do not ask or require Learners to provide information beyond that which is reasonably necessary to provide the Services. Except in limited instances to provide support services under an agreement, we do not share any Learner login information with any third party, and we do not automatically collect Personal Information from Learner accounts. Information collected from Learners is never used or disclosed for any third-party advertising or any kind of behaviorally targeted advertising. Client staff may be invited to provide feedback about their experiences, but participation is never required.

Third Parties

We use third-party service providers to provide a variety of services, such as assisting us with providing customer support, hosting our Services, providing us with analytics about how people use our Services, assisting us with marketing our Services to Client administrators and educators, sending and tracking responses to email, providing a framework for the delivery of assessment tools and analytics, storing data, providing single sign-on services (where applicable), and helping us identify and track bugs and errors in our Services. Student and educator analytics data are anonymous. Third parties we work with are contractually prohibited from using any Personal Information for any purpose other than providing the services we request from them.

How We Share Information

When a Client is the primary account holder, we share information with third parties at the direction of the Client, and it is the Client's responsibility to make such requests in a manner that is consistent with their internal policies and the law. We may also share information that we collect in the following (or comparable) circumstances:

- if we believe in good faith that it is necessary to disclose the information under any applicable law or regulation (for example, in response to a court order or a subpoena);
- if we believe in good faith that it is necessary to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person;
- to investigate and act upon potential violations of the law or of our terms of service;
- to provide information to a claimed owner of intellectual property who claims that content you have provided infringes on their rights;
- in response to bankruptcy proceedings;

- with educators (and guardians where necessary) so they can see information about their learners or children, such as the learner's or child's name, school affiliation and activity on assignments (including time of activity and any responses to questions, extending to grades for those assignments);
- when any user logs into Ripple Effects with a third-party account (such as a ClassLink, Clever, Google or other Learning Management System account), that third party will learn that that user has visited Ripple Effects, and that information will be subject to that third party's privacy policy and practices;
- with third-party products specifically configured by Clients to interoperate with Ripple Effects;
- if the information is De-Identified Data; or
- in other circumstances that you expressly consent to.

We will not sell Personal Information to anyone for monetary compensation.

Third Party Content, Links to Other Sites, and Ripple Effects Content Found Outside the Site

Certain content provided through the Services may be hosted and served by third parties. In addition, our Services include some information about third party sites or content over which Ripple Effects has no control and which are governed by the privacy policies and business practices of those third parties. We are not responsible for the data collection practices on those other sites. We advise you to carefully review those sites' privacy policies before submitting Personal Information there.

Please also note that Ripple Effects content may be included on Web pages and Websites that are not associated with us and over which we have no control. These third parties may independently collect data. Ripple Effects is not responsible or liable for the privacy practices or business practices of any third party.

Access through a Mobile Device

If you use our Services through a mobile device or one of our mobile applications, you agree that Ripple Effects may store and use that information for security purposes (for example, for user verification or authentication and to ensure that our APIs are being used appropriately.)

Children's Information

The Children's Online Privacy Protection Act ("COPPA") requires that all online service providers, including Ripple Effects, obtain parental consent before knowingly collecting personally identifiable information from children under the age of 13. Ripple Effects does not knowingly collect or solicit any personally identifiable information from children under the age of 13, and instead relies upon information provided to Ripple Effects by the Account Holder. Children under the age of 13 are prohibited from using the Services or creating an account unless they are doing so with parental consent or with the consent of

an Account Holder who is providing such consent in compliance with COPPA. If we learn that we have collected personal information from a person under the age of 13 that does not comply with COPPA, we will delete that information in a reasonably prudent amount of time. If you believe that a child under the age of 13 has provided personally identifiable information to us without appropriate consent, please contact us at privacy@rippleeffects.com.

We are also fully compliant with the Family Education Rights and Policy Act (FERPA). At the simplest level, this means we will NEVER disclose learner personal information to any unauthorized parties.

Child Users cannot obtain a user account without it being created by an Educator or other Client-authorized Representative, or by the Client-Authorized Representative opting-in to allow for Learner account creation.

Our Security Practices

We strive to protect the confidentiality, security, and integrity of the Personal Information we collect from children and adults. We have put in place physical, electronic, and administrative controls designed to safeguard and prevent unauthorized access to and maintain the security of personally identifiable information collected through our Services.

All accounts are protected by passwords. It is the Client's obligation to keep these passwords secret to prevent unauthorized access to their accounts. If you think someone has gained unauthorized access to an account, change your password and contact us immediately.

We take customary and reasonable measures designed to protect the confidentiality, security, and integrity of Personal Information collected on our Services, both during transmission and within our systems. Such protections include, but are not limited to:

- **Data encryption and storage:** Data is encrypted in transit (SSL/TLS) and at rest. Personal Information is stored and processed within the continental United States.
- **Access:** Access to Personal Information is restricted to a limited number of Ripple Effects employees who need such access to perform their job.
- **Data Systems Monitoring:** We employ several third-party services that continuously monitor and scan our Services for vulnerabilities. Employees dedicated to operating the Services monitor these reports and receive automated alerts when performance falls outside of prescribed norms.
- **Incident Response Plan:** Ripple Effects maintains an incident response plan.
- **Security audits:** Ripple Effects conducts security audits and code reviews, both by external and internal providers.

- **Employee training:** Ripple Effects has designated privacy and data security officials to oversee employee security training and compliance.

Data Breach or Security Incident

While we have taken customary and reasonable steps to protect the Personal Information we collect, no system is 100% fail-proof and secure.

Ripple Effects has procedures in place that are designed to stop threats that may expose Personal Information, restore the Sites to full functionality, and document and take proactive steps to ensure the incident cannot be repeated. Ripple Effects will also preserve necessary evidence for investigation by security professionals and law enforcement as appropriate.

In the unlikely event of an unauthorized disclosure of records, Ripple Effects will follow the terms and procedures of any data privacy agreements with the Client, as well as its internal procedures when these are not superseded by these agreements. In the absence of an agreement, Ripple Effects will follow its internal procedures that include how to report the problem to internal and external stakeholders. The notification process includes any information that can identify which educators and learners may have been impacted, the data that may have been accessed, Ripple Effects' process to inform affected parties, and steps to prevent the incident from happening again as appropriate.

If you have any questions about security on our Services, you can email us at privacy@rippleeffects.com.

Your Choices Related to Your Privacy

In order to process your information, we rely on your consent or our legitimate interests to process your data. You may withdraw your consent or object to the use of our information at any time, but you may no longer be able to access our Services.

Communications from Ripple Effects

You may choose to stop receiving certain emails from Ripple Effects by using the unsubscribe button at the bottom of the Ripple Effects email. You may still receive transactional emails from us related to forgotten passwords, account expiration, or other necessary communication. However, we reserve the right to send you information on our behalf and on behalf of third parties in connection with providing our Services. If you no longer want to receive information from us, you will need to close your account.

How You Can Delete or Correct Student Information or an Account

When Clients create accounts for learners, educators, and guardians, the Client remains the sole owner of the educational data. All requests to review, delete or correct learner or educator information should be directed to the Client. If we receive a request to delete or correct a user's data from a learner, parent, or guardian, we will route such request to the

Client and will assist the Client as needed to respond to authorized requests within a reasonable time frame and in compliance with applicable laws and regulations.

If a Client requests deletion of data under the control of the Client, we will promptly delete it, subject to any legal requirement to retain or transfer that data. Note that even following such deletion requests, we may store secure backups until they are deleted in accordance with our document retention policy. We may also preserve information as part of an investigation into violations of the law or our terms of use.

Please note that any information you share with others on the Website or content other users may have copied is not a part of your account and may not be deleted when you delete your account. If we share your data with one of our service providers, we will use our best efforts to cause such third party to delete such data when you delete your account.

How We Retain and Delete Your Data

Upon termination of your account, Ripple Effects will take commercially reasonable steps to delete any Personal Information from its live databases in a reasonable amount of time. We will retain Personal Information collected in connection with an account only for as long as is necessary to provide the services to the account holder, as required by applicable laws or regulations or otherwise per the terms of a contract with a Client.

Data may be returned to the Client as directed by the agreement with the Client. If no specific instructions are included in the agreement, the data will be returned or destroyed upon one of the following (i) after termination of our relationship with a Client or Client-authorized person, (ii) when it is no longer needed for the purpose for which it was provided, (iii) when advised to do so by the Client, or (iv) as directed by agreement with the Client.

We may further retain information for business practices based on our legitimate interest or legal purposes such as secure electronic archives that are not readily accessible to users or maintained for disaster recovery and/or information technology backups. We may also maintain De-Identified Data, including usage data, for any purpose that is consistent with laws, regulations, and contractual obligations.

Even if your account is closed, information may remain in backup or archive records and we may retain certain data relevant to preventing fraud or future abuse or for legitimate business purposes, such as analysis of aggregated, non-personally-identifiable or De-Identified Data, account recovery, or if required by law. All retained data will continue to be subject to the applicable privacy policy for the Service.

Users in California

If you are a resident of the state of California, you have certain data protection rights when you access, respond, or submit information to our company Website and any promotional communication. Ripple Effects aims to take reasonable steps to allow you to correct, amend, delete, or limit the use of your Personal Information. This section describes how we may collect, use, and share Personal Information of California residents in operating our business and their rights with respect to that Personal Information. For purposes of this section, "Personal Information" has the meaning given in the California Consumer Privacy Act of 2018 ("CCPA") but does not include information exempted from the scope of the CCPA.

Your Rights

In certain circumstances, you have the following data protection rights:

- **Information:** You can request the following information about how we have collected and used your or your child's Personal Information during the past 12 months:
 - The categories of Personal Information that we have collected.
 - The categories of sources from which we collected Personal Information.
 - The business or commercial purpose for collecting and/or sharing Personal Information.
 - The categories of third parties with whom we share Personal Information.
 - Whether we have disclosed your Personal Information for a business purpose, and if so, the categories of Personal Information received by each category of third-party recipient.
 - Whether we've sold your Personal Information, and if so, the categories of Personal Information received by each category of third-party recipient.
- **Access:** You can request a copy of the Personal Information that we have collected about you during the past 12 months.
- **Deletion:** You can ask us to delete the Personal Information that we have collected from you. We will take reasonable measures to comply with a verifiable request, except when use of the Personal Information is necessary to comply with a legal obligation or for a legitimate business need permitted under the CCPA.
- **Opt-out of sales:** We do not currently sell Personal Information. If we plan to sell Personal Information, you will be notified and you can opt-out.
- **Nondiscrimination:** You are entitled to exercise the rights described above free from discrimination in the form of legally prohibited increases in the price or decreases in the quality of our Services.

How to Exercise Your Rights

You may exercise your California privacy rights described above as follows:

- Emailing privacy@rippleeffects.com
- Mailing Ripple Effects' Privacy Office at 4020 E Madison St, Suite 321, Seattle, WA 98112

Notice of Changes to This Policy

We may occasionally update this Privacy Policy. You can see when it was last updated by looking at the new effective date at the bottom of this page.

If we make any significant changes, we'll post them on our Website 30 days prior to their effective date. Your continued use of the Services after a revision to the Privacy Policy indicates your acceptance and agreement to the current Privacy Policy. We recommend that you periodically review the Privacy Policy to make sure you understand and are up-to-date on how we are keeping your information safe.

Our Privacy Policy was last updated and is effective as of April 1, 2024.

For More Information

If you have any questions or comments regarding our Privacy Policy or our practices, please contact us at privacy@rippleeffects.com

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