

*iKeepSafe Product Profile*

Proctorio Inc.

## Introduction

The iKeepSafe California Privacy Program is available to operators and service providers of websites and online services, data management systems and other technologies that are, in whole or in part, intended for use in and by schools, and which may collect, store, process or otherwise handle student data.

This *iKeepProfile* is intended to assist you in determining whether Proctorio complies with COPPA, FERPA, SOPIPA, California AB 1584, and other California state laws and district policies. It indicates that Proctorio has been assessed for alignment with the iKeepSafe California Privacy Program Guidelines.

The *iKeepProfile* is not legal guidance, nor does it guarantee or otherwise assure compliance with any federal or state laws. If you have questions on how to use the *iKeepProfile* to support your school’s compliance efforts, please contact your school attorney.1

## Product Overview

#### Proctorio: https://proctorio.com/

Proctorio is an automated remote proctor that validates student identities and activity during online exams. All data collected is double-encrypted and is only accessible by authorized officials at the testing institution. Proctorio only collects non-personal, aggregate data for product improvement and research. Proctorio does not review individual exam data, nor does it collect individual student data for any purpose other than to voluntarily facilitate support.

## Agreement

### As related to the Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. Section 1232g) and California AB 1584 (Buchanan) Privacy of Pupil Records: 3rd-Party Digital Storage & Education Software (Education Code section 49073.1), Proctorio agrees:

* 1. Pupil records obtained by Proctorio from an LEA or School continue to be the property of and under control of that Educational Representative. Proctorio does not directly touch any information nor have routine access to the data and recognizes that any information exchanged is the property of the School.
  2. It shall not use any information in a pupil record for any purpose other than those required or specifically permitted by the Proctorio Terms of Service and Privacy Policy.
  3. Parents, legal guardians, or eligible pupils may review personally identifiable information in the pupil’s records and correct erroneous information by contacting their School.
  4. It is committed to maintaining the security and confidentiality of pupil records. To that end, Proctorio has taken the following actions: (a) limiting employee access to student data based on roles and responsibilities; (b) conducting background checks on employees who have access to student data; (c) conducting privacy training that includes FERPA for employees with access to pupil data; (d) protecting personal information with technical, contractual, administrative, and physical security safeguards in order to protect it from unauthorized access, release or use.
  5. It will delete personally identifiable data upon request of the Educational Representative and/or upon expiration of the services agreement. See Security Protocol section.
  6. It agrees to work with the School to ensure compliance with FERPA and the Parties will ensure compliance by providing parents, legal guardians or eligible students with the ability to inspect and review pupil records and to correct any inaccuracies therein as described in statement 4 above.
  7. It prohibits use of personally identifiable information in pupil records to engage in targeted advertising.
  8. It will not make material changes to its privacy and security policies, including adding practices around new or additional data collection, or changes that may lessen the previously noted protections without prior notice to the Schools, separate from any notice in a “click wrap” agreement.

### As related to Student Online Personal Information Protection Act (SB 1177 -“SOPIPA”), Proctorio agrees:

#### Prohibitions:

* 1. Proctorio does not target advertising via its website or on any other website using information about a K-12 student acquired from a use of the technology.
  2. Proctorio does not use information, including persistent unique identifiers, created or gathered by the site to amass a profile about a K–12 student except in furtherance of K–12 school purposes.
  3. Proctorio does not and will not sell, rent, or otherwise provide personally identifiable information to any third party for monetary gain.
  4. Proctorio does not disclose student information unless for legal, regulatory, judicial, safety or operational improvement reasons.

#### Obligations:

* 1. Proctorio is committed to maintaining the security and confidentiality of pupil records as noted herein.
  2. Proctorio will delete student information when requested by school district.
  3. Proctorio will disclose student information when required by law, for legitimate research purposes and for school purposes to educational agencies.

#### **C. Children’s Online Privacy Protection Act (“COPPA”) (15 U.S.C §§ 6501- 6506 )**

1. Proctorio contracts directly with schools and, as such, may rely on consent from the school instead of the parents for collection of personal information from students when data collected is for the use and benefit of the school, and not for any other commercial purposes.
2. Proctorio makes available clearly written policies explaining what data it collects from users, how such data is used, stored and to whom it may be disclosed.
3. Proctorio makes available a copy of the privacy policy available to the school prior to completion of the sale, download or installation of the product.
4. Proctorio provides the school a description of the types of personal information collected; an opportunity to review the child’s personal information and/or have the information deleted; and the opportunity to prevent further use or online collection of a child’s personal information.
5. Proctorio collects limited data from or about children that is reasonably needed to provide users with a feature or activity, or to perform a valid business function that meets the strict definition of support for internal operations.
6. Proctorio does not/will not condition a child's participation in an activity on the child disclosing more personal information than is reasonably necessary to participate in such activity.
7. Proctorio maintains reasonable procedures to protect the confidentiality, security, and integrity of personal information collected from children. It takes reasonable steps to release children's personal information only to service providers and third parties who can maintain the confidentiality, security and integrity of such information, and who provide assurances that they will maintain the information in such a manner.
8. Proctorio will retain personal information collected online from a child only as long as is reasonably necessary to fulfill the purpose for which the information was collected. It must delete such information using reasonable measures to protect against unauthorized access to, or use of, the information in connection with its deletion.
9. Proctorio will conduct annual training related to data privacy and security, including COPPA requirements, for all employees responsible in whole or in part for design, production, development, operations and marketing of their products.  Such training will include all employees who are directly or peripherally involved in collection, use, storage, disclosure or any other handling of data.
10. Proctorio will not make material changes to its privacy and security policies, including adding practices around new or additional data collection, or changes that may lessen the previously noted protections without prior notice to the school, separate from any notice in a “click wrap” agreement. It will notify schools and obtain the prior verifiable consent for any material changes to its privacy policy that affect the collection or use of personal information from students.

## Security Protocols

The following is a general overview of data security protocols of Proctorio:

##### Data in Transit

Uploads are by HTPPS using zero-knowledge. Data is encrypted during transmission. Any data uploaded to Proctorio is encrypted during transmission via the standard SSL protocol.

##### Data at Rest

Documents are encrypted upon receipt by Proctorio. The encrypted documents are stored in Microsoft Azure.

##### Data Storage

Data is stored in a Class 1 Vault, which is encrypted. Data is also stored in Microsoft Azure.

All backups are encrypted.

##### Data Center Security

Proctorio utilizes data centers operated by Microsoft Azure who have extensive experience in designing, constructing, and operating large-scale data centers.

##### Personnel

Training: Proctorio conducts privacy and security training for all employees.

Access: Access to student data is limited to those employees who need access to perform job responsibilities. All employees with access to PII/PHI have undergone background checks.

##### Data Deletion

Proctorio will delete personally identifiable data upon request of the Educational Representative and/or upon expiration of the services agreement.

## Third Parties

Proctorio does not collect, sell, trade, lease or loan personal information in the course of providing their services, to any third party for any reason, including direct marketers, advertisers, or data brokers.

Proctorio contracts with other third party companies to perform business functions or services on their behalf but does not share PII with such third parties.

## Product Data List

|  |  |  |
| --- | --- | --- |
| # | Data Collected for Operation | General Purpose of Data Collection |
| 1 | School Name | Required to support product functionality |
| 2 | School Address | Required to support product functionality |
| 3 | Geolocation | Required to support product functionality |
| 4 | Browser Type | Required to support product functionality |
| 5 | Access time | Required to support product functionality |

Accuracy Statement

Proctorio. hereby confirms the accuracy and truthfulness of all information contained in the Proctorio Product profile, and has authorized iKeepSafe to make the profile available to any interested schools.

Signed and agreed:

(Printed Name)

(Title)

Proctorio.

Proctorio has been reviewed and found in alignment with iKeepSafe's FERPA and California Privacy Program Guidelines as indicated by this product profile. Procotorio has been awarded the iKeepSafe FERPA and California Privacy Program badges.

(Signature)

Holly Hawkins President & CEO iKeepSafe

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