Introduction

The iKeepSafe FERPA, COPPA and 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 EDpuzzle, Inc. and its product (both referred to as "Edpuzzle") comply with FERPA, COPPA, SOPIPA, California AB 1584, and other California state laws and district policies. It indicates that Edpuzzle has been assessed for alignment with the iKeepSafe California Privacy Program Guidelines.

Product Overview

Edpuzzle is a simple, easy-to-use video platform that helps teachers engage their students. In the classroom, teachers use Edpuzzle to give students video lessons that they watch through the Edpuzzle Apps, Edpuzzle Website or the school's LMS. If multiple devices are used, they will all sync with each other. Beyond the classroom, teachers use Edpuzzle to engage students at home and access this video learning anywhere. Edpuzzle collects students' viewing history and quiz responses which teachers can view instantly.

Students can create their own account, but can only tie that account to a class after they receive a unique code from their teacher. As further explained in the "Which are Edpuzzle's Commitments to providing Transparency and Choice" section of Edpuzzle's Privacy Policy, if the school or teacher elects to utilize Edpuzzle with students under a specific age, the school will be responsible for obtaining any necessary parental consent under the applicable laws. No teachers or school members will be provided with a unique code for their students unless they consciously agree to Edpuzzle's Privacy Policy, by reading and accepting the Privacy Policy notice given prior to signing up and in the verification email sent upon sign-up.

https://edpuzzle.com

Agreement

A. 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), Edpuzzle agrees:

1. Student records obtained by Edpuzzle from an educational institution continue to be the property of and under the control of the educational institution. The educational institution retains full ownership rights to the personal information and education records it provides to Edpuzzle.
2. Edpuzzle users may retain possession and control of their own generated content.
3. Edpuzzle will not use any information in a student record for any purpose other than those required or specifically permitted by the Edpuzzle Terms of Service and Privacy Policy.
4. Parents, legal guardians, or eligible students may review personally identifiable information in the student's records and correct erroneous information by contacting their educational institution. Additionally, Edpuzzle users may access, correct, update, or delete personal information in their profile by signing into Edpuzzle, accessing their Edpuzzle account, and making the appropriate changes.
5. Edpuzzle is committed to maintaining the security and confidentiality of student records. Towards this end, we take the following actions:
    a. we limit employee access to student data to only those employees with a need to such access to fulfill their job responsibilities;
    b. we conduct background checks on our employees that may have access to student data;
    c. we conduct regular employee privacy and data security training and education; and
    d. we protect personal information with technical, contractual, administrative, and physical security safeguards in order to protect against unauthorized access, release or use.
6. In the event of an unauthorized disclosure of a student's records, Edpuzzle will promptly notify users unless specifically directed not to provide such notification by law enforcement officials.
7. Edpuzzle will delete or de-identify personal information when it is no longer needed, upon expiration or termination of our agreement with an educational institution with any deletion or de-identification to be completed according to the terms of our agreement with the educational institution, or at the direction or request of the educational institution.
8. Edpuzzle agrees to work with educational institutions 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 student records and to correct any inaccuracies therein as described above.
9. Edpuzzle prohibits using personally identifiable information in student records to engage in targeted advertising.
10. Edpuzzle will not make material changes to its Terms of Service or Privacy Policy, including making significant changes impacting the collection, use, disclosure or retention of data collected, without prior notice to the educational user.

B. As related to Student Online Personal Information Protection Act (SB 1177 -"SOPIPA"), Edpuzzle agrees:

Prohibitions:

1. Edpuzzle 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. Edpuzzle 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. Edpuzzle does not and will not sell, rent, or otherwise provide personally identifiable information to any third party for monetary gain.
4. Edpuzzle does not disclose student information unless for legal, regulatory, judicial, safety or operational improvement reasons.

Obligations:

1. Edpuzzle is committed to maintaining the security and confidentiality of pupil records as noted herein.
2. Edpuzzle will delete student information when requested by the school district.
3. Edpuzzle 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. Edpuzzle contracts directly with schools via purchase of license or a free service 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. Edpuzzle 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. Edpuzzle makes a copy of the privacy policy available to the school prior to completion of the sale, download or installation of the product, as applicable.
4. Edpuzzle provides the school with 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. Edpuzzle 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. Edpuzzle 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. Edpuzzle 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. Edpuzzle 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. Edpuzzle 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,

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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. Edpuzzle 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 or educational user, separate from any notice in a "click wrap" agreement. Such notice will be delivered via e-mail, provided the school's representative or educational user has signed up for the service and verified their email address accordingly, and by posting a general announcement on Edpuzzle's website.

Data Review Process

At Edpuzzle, users may update, correct, or delete some of the profile information or preferences at any time by logging into the account on Edpuzzle and accessing the account settings page. Users may also, at any time, update, correct, or delete certain personal information that they have provided to Edpuzzle. To that end, any school official can contact us at privacy@edpuzzle.com. Please note that while changes may be reflected promptly in active content, users that have previously accessed the content may still have access to old copies cached on their device or may have copied and stored your content. In addition, Edpuzzle may retain a backup copy of the prior version for a limited period of time (maximum 13 months) or for legal purposes.

General inquiries related to privacy may be directed to:

EDpuzzle, Inc.
833 Market Street, Suite 427
San Francisco, CA 94103
e: privacy@edpuzzle.com

Security Protocols

Edpuzzle has a comprehensive Security Program in place designed to protect the confidentiality, integrity and availability of systems, networks and data. The following is a general overview of data security protocols:

Data in Transit

Data is transferred using HTTPS and enabling TLS v1.2 or greater.

Data at Rest

AES-256 is used as the data encryption technique. 256-bit encryption is a data/file encryption technique that uses a 256-bit key to encrypt and decrypt data or files.

Data Center Security

Edpuzzle uses AWS Data Centers and these centers conform to the following:

Data centers operated by Amazon Web Services (AWS). AWS has extensive experience in designing, constructing, and operating large-scale data centers. AWS data centers are housed in nondescript facilities.

Physical access is strictly controlled both at the perimeter and at building ingress points by professional security staff utilizing video surveillance, intrusion detection systems, and other electronic means. Authorized staff must pass two-factor authentication a minimum of two times to access data center floors. AWS only provides data center access and information to employees and contractors who have a legitimate business need.

AWS has certification for compliance with ISO/IEC 27001:2013, 27017:2015, and 27018:2014.

https://aws.amazon.com/compliance/iso-27001-faqs/

https://aws.amazon.com/about-aws/whats-new/2011/11/11/aws-publishes-new-service-organization-controls-1-report/

AWS aligns with the CSA STAR Attestation and Certification based on the determinations in our third-party audits for System and Organization Controls (SOC) 2 Reports and ISO 27001:

https://aws.amazon.com/compliance/csa/

Personnel

Background Checks: All employees with access to student data have undergone criminal background checks.

Training: Employees of EDpuzzle will receive annual privacy and security training that includes FERPA.

Access: Access to student data is role-based; limited to those employees who need access to perform job responsibilities.

Access to Audit

Upon written request, EDpuzzle will provide schools with:

- Audit rights to the school's data.
- Access to the results of EDpuzzle's security audit.

Data Breach

In the event of an unauthorized disclosure of a student's records, Edpuzzle will promptly notify users unless specifically directed not to provide such notification by law enforcement officials. Notification shall identify:

a. the date and nature of the unauthorized use or disclosure;
b. the Private Data used or disclosed;
c. general description of what occurred, including who made the unauthorized use or received the unauthorized disclosure;
d. what Edpuzzle has done or shall do to mitigate any effect of the unauthorized use or disclosure;
e. advice to the impacted user on how they can best protect themselves.
f. what corrective action Edpuzzle has taken or shall take to prevent future similar unauthorized use or disclosure; and

g. who at Edpuzzle the user can contact. Edpuzzle will keep the user fully informed until the incident is resolved.

Edpuzzle will <u>notify</u> impacted user(s) within a reasonable period of time following the discovery of a breach of security that results in the unauthorized release, disclosure or acquisition of student information, and any acquisition of computerized data that compromises the security, confidentiality, or integrity of personal information maintained by Edpuzzle.

Data Deletion

If Edpuzzle users wish to delete their account, any school official can do that at any time by contacting them at privacy@edpuzzle.com and they will proceed to delete the requested data within two (2) business days. Teachers using the Edpuzzle website may also delete their account by logging into and accessing the account profile page. Parents, legal guardians, or eligible students may delete their accounts by contacting their educational institution.

At Edpuzzle personal information will remain in possession as a copy or backup that is part of their disaster recovery storage system. However, such copies and backups will be kept for a maximum term of thirteen (13) months and they will neither be accessible to the public, nor used by Edpuzzle in the normal course of business.

Research

Edpuzzle may share aggregated, non-personally identifiable information publicly, including with users, partners or the press in order to, for example, demonstrate how Edpuzzle is used, spot industry trends, or to provide marketing materials for Edpuzzle. Any aggregated information shared this way will not contain any personal information.

Third Parties

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

Edpuzzle contracts with other third-party companies to perform business functions or services on their behalf and may share PII with such third parties as required to perform their functions. Edpuzzle has agreements in place with all third parties with access to student personal information to ensure they only use the information for purposes necessary to deliver the authorized service and to ensure they maintain the confidentiality and security of the information. The agreements align with Edpuzzle's data privacy and security policies and expectations.

Edpuzzle utilizes the following third-party vendors (an updated list can be found in Edpuzzle's Privacy Policy, under section "Security Measures", sub-section "Which are Edpuzzle's Third-Party Service Providers?"):

- Amazon Web Services (AWS) for hosting EDpuzzle's servers, videos, images and audios.
- Coconut.co for video encoding.

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- **Google Services** for analytics on our website ("Google Analytics") and for mobile analytics ("Fabric").
- **Google Drive** for Cloud-storage. Allows for users that have linked their Google account to EDpuzzle to directly upload content from their Drive folder to the EDpuzzle service.
- **iPapi** for IP address location API and geolocation.
- **Marketo** for sending email updates to teachers.
- **Mixpanel** for analytics on our websites.
- **MongoDB Atlas** for securely storing and organizing data.
- **MtCaptcha** for spam and abuse protection.
- **NewRelic** for analytics on our websites.
- **Quickbooks** for invoice management.
- **Salesforce** for customer management.
- **Soundcloud** for storage of old audios.
- **Sqreen** for monitoring the security of our service and protecting our web and apps from advanced attacks.
- **Stripe** as a payment processing service.
- **Zendesk** for organizing and handling support requests.

Product Data List

Edpuzzle collects the following data from their users (an updated list of data elements collected can be found in Edpuzzle's Privacy Policy, under section "Information Collected"):

DATA Collected for Operation	General Purpose of Data Collected	Comments
STUDENT FIRST AND LAST NAME	Required to support Product Functionality	Not required if using the "Open Classroom" feature within Edpuzzle with randomized nicknames.
STUDENT IN-APP USER ID	Required to support Product Functionality	Generated upon account creation.
STUDENT PROFILE URL	Optional (supports Product Functionality if provided)	Not required.
STUDENT GRADE LEVEL AND SUBJECT	Required to support Product Functionality	Indirectly collected through the information given by the teacher upon signing up to the service.
STUDENT ANSWERS, GRADES & FEEDBACK	Required to support Product Functionality	

STUDENT EMAIL	Required to support Product Functionality	Only required if accessing Edpuzzle via Google Sign In and/or using the Google Classroom integration. Thus, email addresses are not collected when using the Open Classroom feature, accessing Edpuzzle through an LMS integration, or by setting up a local account (only with username and password).
SCHOOL/DISTRICT NAME	Required to support Product Functionality	
SCHOOL ADDRESS	Required to support Product Functionality	Indirectly collected from Google Places/Maps API when selecting a school from the school search results.
SCHOOL GEOLOCATION	Required to support Product Functionality	Indirectly collected from Google Places/Maps API when selecting a school from the school search results. If the school does not exist on Edpuzzle and the teacher creates it, Edpuzzle will only collect the approximate address (limited to city/town).
TEACHER FIRST AND LAST NAME	Required to support Product Functionality	
TEACHER IN-APP USER ID	Required to support Product Functionality	Generated upon account creation.
TEACHER PROFILE PICTURE, SUBJECT(S) AND GRADE LEVEL(S)	Required to support Product Functionality	Teacher profile picture is not required to support Product Functionality. It's optional and more

		associated with improving the user's overall experience with the platform.
TEACHER EMAIL AND PASSWORD	Required to support Product Functionality	Password not required when accessing the service through Google SSO.
PHOTOGRAPH, VIDEO OR AUDIO FILE	Required to support Product Functionality.	Not required when embedding YouTube videos or using videos uploaded to Edpuzzle by other teachers. Photograph and audio applies to students through the Student Project feature.
BILLING INFORMATION (PRO PLAN)	Customer Service/Payment	
BROWSER AND DEVICE SPECS	Statistics/Customer Service	Includes, among others, browser type, version, device type, model, connected to WiFi or 4G.
ACCESS TIME	Statistics/Customer Service	
TIME SPENT ON SITE	Statistics/Customer Service	
PAGE VIEWS, CLICKS AND HEATMAPS	Statistics/Customer Service	
REFERRING URL	Statistics/Customer Service	

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Accuracy Statement

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

Signed and agreed:

Jordi Gonzalez
_____
(Signature)

Jordi González
Head of Product, Co-founder
EDpuzzle, Inc.

Date: _05 / 05 / 2021_____

The Edpuzzle service has been reviewed and found in alignment with iKeepSafe's FERPA, CSPC and COPPA Privacy Program Guidelines as indicated by this product profile. Edpuzzle has been awarded the iKeepSafe FERPA, CSPC and COPPA Certification.

Amber Lindsay
_____
(Signature)

Amber Lindsay
President & CEO
iKeepSafe

Date: _05 / 05 / 2021_____

Copyright

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