

Privacy Policy

Privacy Policy. The privacy of this website's online visitors and users is a high priority for [Company Name] (the "Company"). This privacy policy (the "Privacy Policy") governs the relationship between the Company and its users, and by utilizing this website and the Company's services, you agree to these terms as described herein. The Company provides a platform that provides users with an efficient and secure tool for attendance management and communications (the "Services"). Built specifically for school districts, courts, guardians, and educators, the Company's tools help streamline attendance tracking, communication, and advancing student growth through truancy mitigation.

Governing Law.

Jurisdiction.

Ohio Data Protection Act.

Information the Company Collects.

Student Data. The Company may have access to personally identifiable information ("PII") about students (collectively "Student Data") in the course of providing its services to school districts, schools, parents and/or guardians, and courts. The Company considers Student Data to be confidential and does not use such data for any purpose other than to provide the services to users for attendance tracking and truancy prevention purposes. The Company has access to Student Data only as permitted by FERPA waivers and as requested by courts and school district users, and only for the purposes of performing services of attendance tracking and communication. The Student Data your educational organization shares with the Company may include the following information about students and their guardians: demographic information including name, mailing address, email address, date of birth, student education records of class enrollment, and attendance records including absences, excused absences, and attendances.

Information About You. The Company receives information about you when you interact with the Company as an individual, such as accessing or uploading information to this website. This information includes information that you voluntarily provide about yourself, such as name, address, telephone number(s), and information that the Company collects through technology, as described below.

The Company may use, or share with service providers, the PII the Company collects for business purposes, including the following: to fulfill or meet the purpose you provided the information; to provide, support, and develop the website, products, and services; to create, maintain, customize, and secure your account with us; to process your requests; to respond to your inquiries, including to investigate and address your concerns and monitor and improve the

Company's responses; for testing, research, analysis, and product development, including to develop and improve the website and services; or to respond to law enforcement requests and as required by applicable law, court order, or governmental regulations.

Information about Districts and Schools: When districts and schools use the Company's services, the Company receives certain information about them and their users. Information is received when a district's administrator, educator, or other district user registers with the Company, or if the district user corresponds with the Company online. This information may include the individual's name, school name, school district name, school email address and/or account name and password, phone number, role at the district, state the district is located in, and/or message content. The Company may also receive information about districts from third parties. The Company may retain information provided by a district if a district user sends the Company a message or uploads content to the Company's website. Once a district begins using the Company's services, the Company will keep records of activities related to the services. The Company may use the above information, or share this information with its service providers, to, among other things, operate, maintain, and provide the features and functionality of the services; to monitor services offerings; and to communicate with districts and website visitors.

As part of the services, districts and the district's users also share personal information with the Company. In these cases, the districts' privacy policies govern the use of this personal information. The districts determine what information is shared with the Company, and districts are responsible for determining whether information is ever shared with the Company. In order to deliver services to its customers, the Company may share this information with third party service providers for business purposes, such as third parties who provide hosting services, security audits, or performance audits.

Information the Company Collects Through Technology: The Company automatically collects certain types of usage information when website visitors view its website or use its services. The Company may send one or more cookies, a small text file containing a string of alphanumeric characters, to a user's computer that uniquely identifies their browser and lets the Company identify the user faster and enhance their navigation through the site. A cookie may also share information to the Company about how a user uses the services (e.g., the pages viewed and other actions a user takes on the website) and allow the Company to track a user's usage of the services over time. The Company may collect log file information from a user's browser or mobile device each time a user accesses the services. Log file information may include information such as the user's web request, Internet Protocol ("IP") address, browser type, information about the user's mobile device, number of clicks and how a user interacts with links on the service, pages viewed, and other such information. The information allows for more accurate reporting and improvement of the services. The Company may also collect analytics data, or use third-party analytics tools, to help measure traffic and usage trends for the services.

The Company may use the data collected through cookies, log files, and device identifiers information to remember information **so that a user will not have to re-enter it during subsequent visits**; provide custom, personalized content and information; to provide the services; monitor aggregate metrics such as total number of visitors, traffic, and usage on the website and the services; and diagnose or fix technology problems. A user can disable or reject cookies through their web browser but turning off cookies may adversely affect their use of the Company's website or services. A user's continued use of the Company's website and/or services reflects their acceptance of the use of cookies, log files, device identifiers, and clear gifs.

Disclosure to Third Parties. The Company discloses information as described in this Privacy Policy, including to service providers for business and commercial purposes. Beyond that, the Company will disclose information to comply with a court order or other legal process served on the Company or assist government enforcement agencies; investigate or prevent suspected illegal activities or protect the security and integrity of the Company; enforce this Privacy Policy, these Terms of Service, or other such binding agreements; take precautions against liability, investigate or defend against any third-party claims or allegations; or exercise or protect the rights, property, or personal safety of the Company, its employees, customers, or others.

Data Protection. The Company maintains strict technical and physical procedures to protect information stored in its servers. Access to information is limited (through unique account credentials) to those employees who require it to perform their job functions. Additionally, the Company uses unique account identifiers which attribute each user to a specific account. The Company stores and processes data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure data from unauthorized access, disclosure, and use. The Company will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner.

Incident Response. The Company also has a written incident response plan, which includes prompt notification of the districts and educators in the event of a security or privacy breach of protected information.¹

Review or Deletion of District Records Maintained by the Company. To review or update information concerning students, districts, schools, and their users, please contact your educational organization directly. Requests sent to the Company seeking a copy of such records or requesting that the Company modify or delete any records that it maintains will be forwarded directly to the appropriate educational organization. Please note that even when records are modified or deleted from the Company's active databases, copies may remain in data backups as necessary to comply with business or regulatory requirements.

¹ I don't think it'd be technologically feasible to include every user as well, perhaps a communication with districts to notify families in case of a breach? Can discuss with C.S. on this.

Data Retention. The Company will not knowingly retain PII beyond the time period required to support the authorized court or school purposes. Following termination or deactivation of a district account, the Company may retain profile information and content for a commercially reasonable time for backup, archival, or audit purposes, but any and all Student Data associated with the district will be deleted promptly. The Company may maintain anonymized or aggregated data, including usage data, for analytics purposes. Despite these precautions, no system can be completely secure and there remains a risk that unauthorized access or use, hardware or software failure, human error, or other factors may compromise the security of your information.

California² Privacy Rights. This section applies only to California residents who interact with the Company as an individual. Certain individuals residing in California have specific rights regarding their Personal Information under the California Consumer Privacy Act of 2018 (the “CCPA”), the California Shine the Light law, and the California Eraser Law. The following section describes how the Company collects, uses and shares Personal Information of California residents in operating the business, and their rights with respect to that Personal Information. Note that these rights are not absolute, and in certain cases, the Company may decline your requests concerning your Personal Information, as permitted by the CCPA. For purposes of this section, “Personal Information” has the meaning given in the CCPA but does not include information exempted from the scope of the CCPA.

Deletion Request Rights. You have the right to request that the Company deletes the Personal information it collected from you. To exercise your California privacy rights to information, access and deletion described above, please submit a verifiable consumer request by filling out the following form within the **[Data Privacy Portal](#)**[\[insert link\]](#). Only you, or a person authorized to act on your behalf pursuant to the CCPA, may make a verifiable consumer request related to your Personal Information. In order to verify your request, the Company may ask you to confirm the Personal Information you have provided. The Company reserves the right to confirm your California residence to process your requests and will need to confirm your identity to process your requests to exercise your information, access or deletion rights. As part of this process, government identification may be required. Consistent with California law, you may designate an authorized agent to make a request on your behalf. In order to designate an authorized agent to make a request on your behalf, you must provide a valid power of attorney, the requester’s valid government-issued identification, and the authorized agent’s valid government-issued identification. The Company cannot process your request if you do not provide sufficient detail to allow the Company to understand and respond to it.

² We likely don’t expect to have California residents use the website (yet), but if the website is publicly accessible we should include this section for liability purposes.

Personal Information the Company Collects, Uses and Shares. The Company collects Personal Information when you provide it voluntarily, through your interaction with the website as described above, or from third parties. The Company has collected the following categories of Personal Information in the past twelve (12) months: identifiers; user personal information and records; characteristics of protected classifications under California or federal law; commercial information; internet or other electronic network activity information; geolocation data; and professional or employment-related information. Personal Information does not include publicly available information or deidentified or aggregated consumer information.

Use of Personal Information. The Company may use or disclose the Personal Information collected as described in the paragraph above or for one or more of the following business purposes: auditing related to a current interaction with a consumer and concurrent transaction; detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity, and prosecuting those responsible for that activity; debugging to identify and repair errors that impair existing intended functionality; performing services requested, including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services; undertaking internal research for technological development and demonstration; and undertaking activities to verify or maintain the quality of a service that is owned and controlled by the Company, and to improve, upgrade, or enhance the services that are owned and controlled by the Company.

Updates to this Privacy Policy. The Company reserves the right to update or modify this Privacy Policy to reflect changes in the way the Company maintains, uses, shares, or secures users information. Please check this Policy each time you interact with the website to ensure that you are up to date on any changes.

How to Contact Us: If you have questions about this Privacy Policy, please contact the Company by email at [[support email](#)].

Last updated: [insert date]

Clauses for Terms of Services

Confidential Information. It is agreed that all personal information given to the Company, will be kept confidential by the Company with exception to authorized personnel by way of FERPA waiver. Any passwords used for this website (the “Website”) are for the user’s individual use only. You will be responsible for the security of your password(s). You are prohibited from using any services or facilities provided in connection with the Website to compromise its security or tamper with any of its system, resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password crackers, rootkits, Trojan horses, or network probing tools) is strictly prohibited. If you become involved in any violation of system security, the Company reserves the right to release your account details to system administrators at other websites and/or the authorities in order to assist them in resolving security incidents. The Company reserves the right to investigate suspected violations of this Agreement. The Company reserves the right to fully cooperate with any law enforcement authorities or court order.

“Confidential Information” means any nonpublic information of users of this website and the Company, whether disclosed verbally, in writing, or digital form, that is identified as “confidential” or with a similar legend at the time of such disclosure or that you know or should have known is confidential or constitutes proprietary information. Information will not constitute Confidential Information if it (i) is already known by persons without obligation of confidentiality; (ii) is independently developed without access to or use of the Confidential Information; (iii) is publicly known without breach of these Terms of Service; or (iv) is lawfully received from a third party without obligation of confidentiality. You and the Company will not use or disclose any Confidential Information except as expressly authorized by these Terms of Service.

Electronic Communications. The communications between you and the Company utilize electronic means, whether you access any Service, send the Company e-mails, or whether the Company communicates with you via e-mail. For contractual purposes and unless the Parties have entered into a Customer Agreement, you (1) consent to receiving communications from the Company in an electronic form, and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that the Company provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights, including the [Electronic Signatures in Global and National Commerce Act](#) (“E-Sign Act”).

Privacy Policy. The Company's Privacy Policy ([**insert hyperlink**](#)) describes how the Company handles the information you or authorized third parties provide to the Company when you use the Services. You understand that through the use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information.