

Privacy Policy

Last Updated January 6, 2020

This Privacy Policy explains how information is collected, used, and disclosed by Learning A-Z (“Learning A-Z,” “we,” “us,” or “our”) in connection with your use of our websites, online services, and mobile applications that link to this Privacy Policy (each a “Service”; collectively, “Services”). Each time you use any Service, you consent to our collection, use, and/or disclosure of your information as described in this Privacy Policy. Each time you allow others to use any Service via your account, you confirm that you have the right to consent on their behalf to our collection, use and disclosure of their information as described in detail below. Accordingly, we urge you to read this Privacy Policy in full, as well as our [Terms of Service](#), and [contact us](#) if you have any questions.

We market and sell our products to adults who purchase or otherwise subscribe to our Services, which can then be used by children at the direction and under the supervision of these adults. We respect all of our users’ privacy, but we recognize the need to provide additional privacy protections with respect to the personal information we collect from children under 13 pursuant to the United States’ Children’s Online Privacy Protection Act of 1998 (“COPPA”). Accordingly, our privacy practices with respect to children under 13 are set forth in our [Children's Privacy Policy](#).

- **A special note to children:** If you are under 13, please get permission from your parent or legal guardian before using our Services. You must be 18 or older to purchase or otherwise subscribe to any Service. We do not market or sell to children under 18, and we seek consent from a parent or legal guardian whenever we identify that a minor attempts to purchase or register for a subscription to any Service.
- **A special note to parents:** Please help us protect your children’s privacy by instructing them never to volunteer their personal information online without your permission.

1. The Information We Collect and How We Use It

Throughout this Privacy Policy, we use the term “Personal Information” to describe

information that can be used to directly or indirectly contact or identify you, such as your full name, home or other physical address, email address, and telephone number. Personal Information also includes anonymous information that is linked to information that can be used to directly or indirectly contact or identify you. Personal Information does not include information that has been made anonymous or aggregated so that it can no longer be used, whether in combination with other information or otherwise, to contact or identify you.

We use the term “Non Personal Information” to describe information that cannot be used to directly or indirectly contact or identify you and that is not linked to information that can be used to directly or indirectly contact or identify you. Non Personal Information includes passively collected information about your activities on our Services, such as usage data, to the extent that information is not linked to your Personal Information.

1. Account Creation by Teacher and Parent Users

Teachers, parents, and other adult visitors over 18 must create accounts in order to purchase a subscription to any Service or to secure free trial access to any Service. During our online purchase process, we collect and store your first and last name, street address, email address, phone number, and school and school district. We also collect the username, password, and security question and answer you create, and if you volunteer your fax number, occupation, and class grade level, we collect and store that information. If you choose to pay with a credit card, we collect your credit card number, card type, expiration date, and security code. We transmit this payment information for processing, and we do not store this information. If you choose to pay via purchase order, check, or money order, we collect the payment information that you mail to us. If you choose to create an account for free trial access to any Service, we collect and store your full name, street address, and email address, occupation, school and school district affiliation, and username during that process. Following both account creation processes, we also collect information about whether you opt in to receive our eNews, updates, and offers.

We will not use the Personal Information collected during the account creation process for any purposes other than securing verifiable parental consent; fulfilling requested transactions; sending you order confirmations and other notifications you request or that are required by law; providing you with access to the Services, including ensuring proper licensing and providing necessary copyright permissions; and providing the customer service, technical support, and sales support you request.

2. Teacher Login Credentials

Certain of our Services—Kids A-Z, Raz-Plus, Raz-Kids, Headsprout, Science A-Z, ReadyTest A-Z, Writing A-Z, and Vocabulary A-Z—offer tools for online learning beyond downloadable resources for teachers. We offer online teacher portals, student portals, and parent portals that provide common access to all of these Services that a school district, school, teacher, or other adult has purchased.

If you are an adult with teacher access to these Services, we collect the username and password you create during the purchase process or subsequently assigned to you by your school or school district purchaser each time you login to the teacher portal. Any time you request that we reset your password, and submit your email address as part of that process, we collect your email address.

We will not use this Personal Information for any purposes other than verifying your identity and authenticating your login; facilitating your access to content; and monitoring subscription compliance. If you personally purchase access to any Service, we may use your user credentials to provide the customer service, technical support, and sales support you request. If a district, school, or other individual purchases access to any Service on your behalf, we display your login credentials on your designated Learning A-Z coordinator's online "Accounts Site" to facilitate access to content.

3. Parent Login Credentials

If you are the parent of a child whose teacher or school has access to Kids A-Z, Raz-Plus, Raz-Kids, Headsprout, Science A-Z, ReadyTest A-Z, Writing A-Z, or Vocabulary A-Z, you may request access to the parent portal. We collect your email address in order to send you an email to allow you to create a username and password for access to the parent portal. We also collect your user credentials each time you login to the parent portal. Any time you request that we reset your password, and submit your email address as part of that process, we collect your email address.

We will not use this Personal Information for any purposes other than verifying your identity, authenticating your login, and facilitating your access to the parent portal.

4. Student Login Credentials Created by Teacher and Parent Users

Adults with teacher access to our Services that provide tools for online learning— Kids A-Z, Raz-Plus, Raz-Kids, Headsprout, Science A-Z, ReadyTest A-Z, Writing A-Z, and Vocabulary A-Z—must create a classroom roster and assign students user credentials

before students can access the Services.

We collect and store the student login credentials that you create. We will not use this Personal Information for any purpose other than providing you and your students access to the Services.

5. Account Activity by Teacher and Parent Users

If you are an adult with teacher access to our Services that provide tools for online learning, the first time you login to the teacher portal, you must enter your first and last name, class name, grade level, and school name, and we collect that information.

Once you create a classroom roster in the teacher portal, you can access classroom reports that become available as your students complete assignments in our Services. These classroom reports show the number of activities completed; each student's progress on incomplete activities; the number and time each student logged in; the bonus and incentive stars earned; student rankings; and the accuracy level for any skill group you create. If you are an adult with parent access to the Services, you can view similar reports regarding only your child's activity through the parent portal. If you have teacher access, you can review student activity on the Services; give students assignments; access student voice recordings submitted for review and grading; and send voice recordings or text messages to students. If you have parent access, you can review the activity of your child on the Services, send text messages to your child and review messages sent to your child, but you cannot give assignments.

We will not use any Personal Information we gather about you as you use the Services for any purposes other than verifying your identity and authenticating your login; facilitating your access to paid content; and monitoring subscription compliance. You control what information you provide to and about your students as you interact with the Services. If you have teacher access, the student information you provide as you use the Services should be limited to information that is relevant to the legitimate educational purpose of improving student performance. We will not ask you to enter, and you are specifically instructed not to enter, information about students that is not relevant to this legitimate educational purpose. You are also responsible for keeping the student information that you enter accurate, complete and up to date. If you recognize that student information is inaccurate, incomplete, or outdated, you are responsible for correcting it. Please note, however, that the "class chart" name that you assign to a student may be anything you choose and need not be the student's actual name. For assistance, or if you experience difficulties making corrections to student information, please [contact us](#). We will use information about students entered by teacher and parent users to provide services to your school educational institution. We will not keep such

student information after you or the school educational institution instructs us to delete it. You may not disclose or otherwise use the student data entered on this site for any unauthorized purposes.

When you are logged in to the teacher or parent portals, we automatically collect Non Personal Information about your use of the Service to support our internal operations, including information about how various features of the Service are used, what you download, and the number, frequency and length of each session. We do not combine this Non Personal Information with or link it to any of the Personal Information mentioned above.

6. Correspondence With Us

We collect and retain Personal and Non Personal Information from you when you [send us a message](#) or [chat with us](#) via our website, when you send us an email, or when you sign up for a newsletter on our [website](#). We use such information solely to provide the services or support you request.

7. Location Information

We collect and store information about your geographic location on our teacher-facing [ReadyTest A-Z](#) website, which is a Service directed to users over 13, in order to provide Texas-specific content to educators in Texas. Your location information is collected only if you enable your computer or mobile device to send us location information and/or if you expressly grant us permission to collect it by clicking “Allow” in a dialogue window that automatically pops up when you navigate to this website.

8. Automated Information

We automatically receive and record certain technical information from your browser as you use our Services, including your IP address, to improve the functionality of our Services. When we collect an IP address, we combine it with other information submitted by the user’s browser, such as requests for files from the web server. We compile this information to create access logs, which we analyze to determine trends, such as which pages are used the most, which browsers are most frequently used by visitors to access the site, and which areas of the world site users are accessing our products from most frequently. Our access logs do not contain any information which

can be uniquely associated with any particular IP address or Personal Information about any individual user.

9. *Cookies*

We use "cookies" to collect information on the non-student facing, commercial Site such as www.learninga-z.com. For example, we may use these technologies to collect information about the ways visitors use this Site - which pages they visit, which links they use, and how long they stay on each page. We also use these technologies to support certain features of this Site. For example, we use these technologies to personalize your experience when you use this Site and to save you the trouble of reentering information already in our database or to prompt the settings you established on previous visits.

The information we collect using cookies and similar technologies is not, in and of itself, personally identifiable, but we may link it to personal information that you provide. If you do not wish to receive cookies, you may set your browser to reject cookies or to alert you when a cookie is placed on your computer. Although you are not required to accept cookies when you visit this Site, you may be unable to use all of the functionality of this Site if your browser rejects our cookies.

2. How We Share the Information We Collect

We will not share any information collected through our Services with third parties, except as described below. We do not share Personal Information with third parties for their own marketing purposes.

1. *Personal Information*

1. Service Providers

We may share Personal Information with third-party service providers only if necessary for them to perform services on our behalf, including without limitation service providers who provide email services, process credit card payments, and provide services in support of our internal operations.

2. Corporate Affiliates and Corporate Business Transactions

We may share Personal Information with our parent company and other Learning A-Z-affiliated companies. If we enter into a business transition such as a merger, consolidation, acquisition, sale of assets, joint venture, securities offering, bankruptcy, reorganization, liquidation, or dissolution, your Personal Information may be among the assets we transfer. You acknowledge and consent that such transfers are permitted by this Privacy Policy, and that any acquirer of ours or that acquirer's affiliates may continue to collect and use your Personal Information as set forth in this Privacy Policy.

3. Legal Compliance and Security

We reserve the right to disclose Personal Information when required to do so by applicable law—for example, in response to a court order, subpoena, legal process, or other claim or inquiry. We also may disclose Personal Information in response to a law enforcement agency's request or where we believe it is necessary to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the rights, property, or safety of any person, violations of our [Terms of Service](#), or to verify or enforce compliance with the policies governing our Services and applicable laws, or as otherwise required or permitted by law or legal requirements.

4. Consent

We may share your Personal Information with a third party if you consent to the sharing.

5. Authorized Educational Institutions and Third Parties They Authorize

We may disclose the information we collect about a student to authorized employees or representatives of the student's educational institution. When, at the request of the educational institution, we acquire assessment or other information, including students' Personal Information, from a third-party source, we will treat such information with the same confidentiality and security safeguards as though it were provided directly by the educational institution. Additional agreements may be required by the third party to authorize transmission of such information to us.

An educational institution may from time to time request that we provide the information

we collect about students to third parties of its choosing. We will do so only with written authorization from the educational institution that acknowledges that we are providing that information as an educational institution's agent, and that once the information is received by the third party, we no longer have any control over the use or disposition of the information. If a written request to disclose the Personal Information of students to a third party is provided to us, the educational institution releases us from all responsibility over the use or disposition of such information.

Upon written request by an educational institution, we will destroy any information collected from students for educational institutions who no longer participate in our Services. We will also provide written verification that the data has been destroyed as requested. If an educational institution has not used any Service for a period of ten years, upon request, we will provide written notice that the student information pertaining to their educational institution will be destroyed unless the educational institution requests the records be kept.

2. Non Personal Information

This Privacy Policy does not limit our use of any Non Personal Information, and we reserve the right to use and disclose such information to third parties at our discretion. However, in the event that we wish to release Non Personal Information that identifies a school or educational institution by name, we will enter into a separate agreement with a school or school district purchaser to authorize release and publication.

3. Districts and School Systems

Under the terms of our contracts with schools, we agree to act as a "School Official" as defined by the Family Educational Rights and Privacy Act ("FERPA"), meaning that we:

- Perform an institutional service or function for which the school or district would otherwise use its own employees;
- Have been determined to meet the criteria set forth in the school's or district's annual notification of FERPA rights for being a School Official with a legitimate educational interest in the education records;
- Are under the direct control of the school or district with regard to the use and maintenance of education records; and
- Use education records only for authorized purposes and will not re-disclose from education records to other parties (unless we have specific authorization from the school or district to do so and it is otherwise permitted by FERPA).

4. Account Holders' Communication Choices

We provide you the ability to exercise certain controls and choices regarding our collection, use and disclosure of your information. If you opt in to receive our eNews, updates, and offers, you consent to receive certain email communications from us, which may include newsletters, administrative notices, and special offers. You have a choice at any time to stop us from sending you emails for marketing purposes by updating your email [preferences](#).

Please note that, despite any indicated email marketing preferences, we may still send you administrative emails regarding the operation of our Services.

5. Changing or Removing Personal Information and Closing Accounts

1. Reviewing Your Own Information

If the Personal Information you provided when you created an account changes, you must promptly notify us of those changes. You have the right to access, update and correct factual inaccuracies in the Personal Information that we collect through our Services, subject to certain exceptions. If you want to access, update, or correct your Personal Information, simply edit your profile in your [My Account](#) section. To help protect your privacy and the security of your Personal Information, we may request information from you to enable us to confirm your identity and right to access such information, as well as to search for and provide you with the Personal Information that we maintain. For information about how to review the Personal Information we collect from children under 13, please see our Children's Privacy Policy section below.

There are instances where applicable law or regulatory requirements allow or require us to refuse to provide some or all of the Personal Information that we hold about you. In addition, your Personal Information may have been destroyed, erased or made anonymous in accordance with our record retention obligations and practices. In the event that we cannot provide you with access to your Personal Information, we will endeavor to inform you of the reasons why, subject to any legal or regulatory restrictions.

If you no longer wish to have your information collected by an application installed on a mobile device, you may uninstall the application by using the standard uninstall processes available on the mobile device or via the mobile application marketplace or network.

2. *Closing Accounts*

If you no longer wish to use our Services, you may close your account by [contacting us](#). Adults with teacher access may remove a student account by deleting the student from their classroom roster. Adults with parent access may do this by contacting the account holder, such as the school, to request deletion of their child's information. The school may contact Learning A-Z at support@learninga-z.com by call 1-866-889-3729.

If you close your account, we have no obligation to retain your information, and we may delete any or all of your information without liability. However, we may retain information related to you if we believe it may be necessary to prevent fraud or future abuse, if required by law, or for legitimate business purposes, such as analysis of aggregated, Non Personal Information, account recovery, auditing our records, and enforcing our rights and obligations under our agreements. We disclaim any liability in relation to the deletion or retention (subject to the terms of this Privacy Policy) of information or any obligation not to delete your information.

6. Using the Services Outside the United States

We are based in the United States, and the information we collect is governed by and operated in accordance with United States law. If you are using the Services outside the United States, you consent to having your information and data transferred to the United States. While users from countries other than the United States may access certain of our Services, we make no representation that the Services are operated in accordance with the laws or regulations of, or governed by, other nations. If you are from any jurisdiction with laws or regulations governing the use of the Internet, including the collection, use and disclosure of Personal Information, that are different from those of the United States, you may only use the Services in a manner lawful in your jurisdiction.

7. How We Protect Information

We use reasonable technical, administrative, and physical security measures designed to safeguard and help prevent unauthorized access to your information, maintain data security, and correctly use the information we collect. These measures include, but are not limited to, the use of encryption, physical access controls, information access controls, and anti-virus and anti-malware software.

Additionally, your account is protected by the password you use to access your online account, and we urge you to take steps to keep your username and password safe. Teacher and parent users are responsible for maintaining the confidentiality of their usernames and passwords, including student usernames and passwords. If you feel your password or a password of a student user has been compromised, you should change it

immediately. When you are finished using our Services, you should log out of your account and exit your browser. Teacher and parent users are also responsible for notifying us immediately of any known or suspected unauthorized use(s) of account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of login credentials. Any fraudulent, abusive, or otherwise illegal activity on your account may be reported to appropriate law enforcement agencies by us.

Please be aware that, despite our best efforts, no security measures are perfect or impenetrable. We cannot guarantee or warrant the security of any information you disclose or transmit to us on or through the Services and cannot be responsible for the theft, destruction, loss or inadvertent disclosure of your information.

8. Links to Other Websites

We may provide links to other websites that we believe may be of interest to our users. However, we are not responsible for the privacy practices employed by those websites, nor are we responsible for the information or content they contain. This Privacy Policy applies solely to information collected by us through our Services; thus, when you use a link to navigate to a third-party website, this Privacy Policy is no longer in effect. We encourage our users to read the privacy policies of these other websites before proceeding to use them.

9. Contact Us

Teachers, parents, and other adult visitors over 18 with questions or comments regarding this Privacy Policy may contact us using the information below:

- Attn: Customer Service Manager
- Email: support@learninga-z.com; COPPAPrivacy@ikeepSAFE.org
- Phone: 1-866-889-3729
- Address:

LEARNING A-Z
1840 E RIVER RD STE 220
TUCSON AZ 85718-5997
USA

10. Changes to This Privacy Policy

We may periodically make changes to this Privacy Policy, including changes to keep pace with changing technology and as new or changed Services are released. We expect most such changes to be minor. Any non-material changes will take effect immediately

upon posting of an updated Privacy Policy on our Services. You should periodically check our Privacy Policy for updates. However, there may be cases where changes to the Privacy Policy may be more significant. In such cases, we will first provide notice to users who are affected. If we make changes to this Privacy Policy that may affect our collection or use of Personal Information from children under 13, we will give notice and obtain the prior verifiable consent of a parent or legal guardian. See our [Children's Privacy Policy](#) for more information about those practices.

Your continued use of the Services after the effective date of the Privacy Policy will constitute acceptance of any changes. If you do not agree to the revised Privacy Policy, please refrain from using the Services.