

PRIVACY POLICY

TEACHERGAMING SERVICES

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1 INTRODUCTION

This Privacy Policy applies to the use of websites, applications or online services (www.teachergaming.com, TeacherGaming Desk and TeacherGaming Store, TeacherGaming App) that we operate, partner with or link to (collectively "**Sites**") or whenever you use TeacherGaming services or otherwise access any of TeacherGaming products or services ("**Services**"). Any terms not defined in this Privacy Policy shall be given the meaning allocated to them in the [Terms of Service](#) for TeacherGaming Desk and TeacherGaming Store ("**Terms**") or applicable data protection laws including the EU General Data Protection Regulation (EU 2016/679).

We respect your privacy and endeavor to safeguard your privacy when you use Services.

This Privacy Policy describes:

- What personal data we collect, how we collect it, and why;
- How we use such personal data;
- What third party service providers we use and to whom we share your personal data;
- The choices you can make about how we collect, use, and share your personal data; and
- How we protect your personal data.

If you do not want us to collect, store, use or share your personal data in the ways described in this Privacy Policy, you may not use the Sites or Services.

2 DATA CONTROLLER

5 More Minutes Oy Ltd
PL 335, 33101, Tampere, Finland
Owner contact email: contact@teachergaming.com

3 CONTACT PERSON

Mikael Uusi-Mäkelä
Telephone: +358 40 181 7033
Email: contact@teachergaming.com

4 WHAT PERSONAL DATA DO WE PROCESS?

4.1 Students' Pseudonymised Data

If you are using Services or playing games under a Student Account connected to a Private User Account, Verified Homeschooler Account or an Educator Account, we pseudonymise data about you before we process it any further. This means that we cannot identify you on the basis of the data we collect about you without additional information.

When we refer to personal data in this Privacy Policy or other legal statements, we mean pseudonymised data with regard to users under Student Accounts. Even though we cannot identify you, we process your pseudonymised data in accordance with applicable data protection laws and this Privacy Policy.

4.2 User Data

When you register for Services and create your account ("**Account**") and use the Services, you directly give us personal data and we will store such user data on our

systems and use it for the purposes described in this Privacy Policy. Your Account specific information may include:

- your first and last names;
- your organization;
- your e-mail address;
- a password;
- an Account number that is created in Services and used to identify your profile;
- payment information and purchase history; and
- other information that helps us identify you when you access your Account or helps us improve Services.

4.3 Game Data and Scores

We collect pseudonymised data about you when you are using the Services under the Account, including user names, scores and game data.

We collect and process the following data when users with Student Accounts use the Services:

- scores and levels;
- correct and wrong answers;
- interactions with other users; and
- other session specific information

Each game integrated into the TeacherGaming services collects data from you when you play the game. This data includes but is not limited to numerical data from the game such as the duration of the game sessions, the number of errors and the sequence of interaction. We may also collect other types of data such as text input and exported screenshots.

We use this data to generate learning analytics information in the TeacherGaming services only and we will not share it with any 3rd parties.

4.4 Communications Data

When you contact us via the template on the Sites, we will collect and store the information you provide, including:

- your contact details such as name and email address;
- your message including its content and identification data; and
- information about communications with other users of our games and services.

We also store the further communications you have with us in order to provide support and improve the Services.

4.5 Analytics

We collect and process personal data such as usage data and cookies when we use analytics services and tracking technologies.

4.5.1 Google Analytics

We use Google Analytics, a web-analysis service provided by Google Inc. ("**Google**"). Google Analytics deploys methods that enable us to analyze your use of the Sites including through the use of cookies (please find more information about cookies [here](#)). Google utilizes the personal data collected to track and examine the use of the Sites and Services by registered users such as teachers, to prepare reports on their activities and share them with other Google services.

Google may use the personal data collected to contextualize and personalize the ads of its own advertising network. The information generated on your use of the Sites is processed by Google outside of the EU and EEA.

You can prevent Google from acquiring and processing the data relating to your use of the Sites or Services (incl. your IP address) by Google by downloading and installing the [Analytics opt-out browser add-on](#).

4.5.2 Intercom

Intercom is a user database management service provided by Intercom Inc. Intercom can also be used as a medium for communications, either through email, or through messages within our product(s).

Intercom may use the personal data we collect to enable messaging between you and us as well as other users of the Services.

4.5.3 MixPanel

MixPanel is an analytics service provided by Mixpanel Inc. ("**MixPanel**"). You can prevent Mixpanel from using your information for analytics purposes by opting-out. To opt-out of Mixpanel service, please visit this page: www.mixpanel.com/optout.

MixPanel may use the personal data collected to contextualize and personalize the ads of its own advertising network. The information generated on your use of the Sites is processed by MixPanel outside of the EU and EEA.

4.5.4 Hotjar Form Analysis & Conversion Funnels

Hotjar is a recording and heat mapping service provided by Hotjar Ltd ("**Hotjar**").

Hotjar honors generic Do Not Track headers. This means your browser can tell its script not to collect any of your data. This is a setting that is available in all major browsers. To opt-out of Hotjar service, please visit this page: <https://www.hotjar.com/legal/compliance/opt-out>.

Hotjar may use the personal data collected to contextualize and personalize the ads of its own advertising network. The information generated on your use of the Sites is processed by Hotjar outside of the EU and EEA.

4.5.5 FullStory

FullStory is a session recording and heat mapping service provided by FullStory, Inc ("**FullStory**").

FullStory honors generic "Do Not Track" headers. This means the browser can tell its script not to collect any of the User's data. This is a setting that is available in all major browsers.

FullStory may use the personal data we collect to contextualize and personalize the ads of its own advertising network. The information generated on your use of the Sites is processed by FullStory outside of the EU and EEA.

4.6 Cookies and Automated Information Collection

4.6.1 Cookies

We store log files and use tracking technologies such as:

- cookies, which are small pieces of data transferred to your mobile device or computer for record-keeping purposes; and
- flash cookies or local shared objects, which help us reduce fraud and remember your preferences in Services.

You can read more about cookies in this Section 4.6 or here: [What are cookies?](#)

We and our service providers may use these tracking technologies to collect and analyze certain kinds of technical data, including:

- IP addresses;
- your operating system version;
- your browser types;
- your browser language;
- platform type; and
- the amount of time spent on particular pages.

Cookies enable the processing of information about the usage of the Sites and Services. The information obtained enables the functioning of the Sites and Services to be analyzed and improved to provide you with a better and more individualized experience. The information collected may also be used to target marketing likely to correspond to your interests within and outside our Sites and Services, for example, by utilizing retargeting.

In engaging in targeted marketing, we follow the cross-industry Self-Regulatory Principles for Online Behavioral Advertising managed by the Digital Advertising Alliance. To learn more about targeted marketing, your choices regarding the information collected, or to opt out of targeted marketing, you may visit <http://www.aboutads.info/choices> and <http://www.networkadvertising.org/choices>. If you choose to opt out of targeted marketing, a cookie will be placed on your browser indicating your choice. Because cookies are stored by your browser, any opt out choice you make will be effective only for the computer/browser combination you used to opt out. Please note that even if you opt out of interest-based advertising, you may still receive advertisements from us, but they will not be customized based on your online browsing activities. Clearing your browser's cookies will reset your opt out instruction because the instruction is stored in a browser cookie. If you were to clear your browser cookies, you would need to renew any opt out choice you previously made

4.6.2 Opting Out of Cookie Tracking

You can set your web browser to warn you about attempts to place cookies on your computer or limit the type of cookies you allow. Flash cookies operate differently than browser cookies and cookie management tools available in a web browser may not remove flash cookies.

If you disable cookies, you may lose some of the features and functionality of the Webshop or even entirely prevent such use.

4.7 Social Media Plug-Ins

Sites contain social plug-ins, i.e links to the external social networks Facebook (operated by Facebook Inc.) and Twitter (operated by Twitter Inc.). The social plug-ins are only used in connection with registered users using the Services via their Accounts. Social plug-ins cannot be used to recognize students' social media accounts.

When you visit the Sites or use the Services, the social plug-in recognizes whether you are logged in to the social media account like Facebook, in which case the Sites display tailored content in the plug-in, as if you were on Facebook.com or Twitter.com.

If you are not logged in to your social media account, social plugins will not show any tailored content. Social media networks may collect and process data about your visits and usage in accordance with their own privacy policies. Social media networks will not transfer this collected data to us, unless you have given your express consent for this purpose.

5 FOR WHAT PURPOSES DO WE USE THE DATA WE COLLECT?

We process your personal data in order to:

- create Account and allow you to play our games;
- identify and suggest connections with other users;
- enable you to communicate with other users;
- operate and develop Services;
- monitor, analyze and profile Services and game usage and performance, results and scores;
- understand you and your preferences to enhance your experience and enjoyment using the Service;
- provide and deliver products and services you request;
- send you communication to notify of their results and targets for development or to answer inquiries;
- send you Account-related information, including confirmations, invoices, technical notices, updates, security alerts, and support and administrative messages;
- send direct marketing and behavioral marketing;
- provide technical support and customer service;
- administer rewards, surveys, sweepstakes, contests, or other promotional activities or events sponsored or managed by us or our business partners; and
- conduct research and analytics.

We also anonymize personal data such as (pseudonymised) game usage and scores to compile statistics and analyze the general performance and development of the players.

6 WHAT IS THE LEGAL BASIS FOR THE PROCESSING?

6.1 Contract

We process personal data about you for the performance of the contract between you and us when you have agreed to the Terms and have begun to use the Services by creating an Account. We also process personal data about you for the performance of the contract between you and us when you place orders or purchase products or Services.

In addition, we process personal data about you in order to take steps at your request prior to entering into contracts defined above.

6.2 Legitimate Interest

Part of our processing is necessary for the purposes of our legitimate interest. Our legitimate interests allow us to process your data for other reasons than merely for the performance of the contract between us and you. We may for example develop, monitor and analyze Services as well as send communication and marketing for you based on our legitimate interest.

You may reach our contact person defined in section 3 if you consider that your interests or fundamental rights and freedoms override our legitimate interest in processing personal data about you and request that we stop processing that data on the basis of our legitimate interests.

6.3 Consent

We process personal data on the basis of your consent when you consent to receiving electronic direct marketing from us or when you consent to the use of cookies and other tracking technologies. We also ask for your consent if you participate in our sweepstakes or lotteries in the future.

You will always have the right to withdraw your consent at any time by contacting our contact person or by clicking the respective link provided in our marketing messages. Such withdrawal does not, however, affect the lawfulness of processing based on consent before the withdrawal.

7 WHERE DO WE COLLECT YOUR PERSONAL DATA?

7.1 We collect Personal Data from You

We collect Personal Data you provide when you create your Account. We also collect personal data when you contact us or communicate with others via the Services.

7.2 We collect Personal Data automatically when you use the Services

We collect and process personal data when you use the Services. Such data includes technical data and usage data.

8 HOW WE SHARE YOUR PERSONAL DATA TO THIRD PARTIES?

8.1 Students' data is shared with Parents and Educators

If you are using the Services and playing games under a Student Account connected to a Parent Account or an Educator Account, we share your pseudonymised data including usage data, game data and scores to the parent, teacher or other educator whose Account is connected to your Student Account.

8.2 If Required under Applicable Laws

Notwithstanding the foregoing, personal data may be disclosed to third parties if required under any applicable law or regulation or order by competent authorities,

or in order to enforce the Terms and to investigate possible infringing use of the Services.

8.3 Partners in Cooperation

From time to time we transfer personal data about you to third party services, such as learning management systems or online assessment tools. Such transfer of personal data enables the third parties to provide their services and to develop their games.

8.4 Third-Party Service Providers (Data Processors)

We share personal data about you with third-party companies to perform services on our behalf, such as analytics and marketing services, hosting services and other IT related support. Such service providers are data processors processing your personal data on our behalf and in accordance with our instructions. Please refer to Section 4 of this Privacy Policy for a list of analytics service providers we share personal data with.

We contractually require these third-party service providers to maintain the confidentiality of the information we share with them, and we contractually require them to comply with applicable data protection laws as well as to not use personal data about you for anything other than to provide services on our behalf.

9 DO WE TRANSFER YOUR PERSONAL DATA OUTSIDE OF THE EU AND THE EEA?

We use service providers and servers located in various countries around the world. Therefore we or our service providers transfer your personal data outside the country where you use Services, including to countries outside the EU and EEA that do not have laws providing specific protection for personal data or that have different legal rules on data protection.

We ensure that a legal basis for such a transfer exists and that adequate protection for personal data is provided as required by applicable law. We use [standard contractual clauses approved by the European Commission](#) and require the receiving party to use appropriate technical and organizational information security measures. We also cooperate with companies that have committed to [Privacy Shield](#).

10 HOW LONG DO WE STORE YOUR DATA?

We will not retain your personal data for longer than is necessary for the defined purpose of the processing of personal data or for legal requirements. Personal data is kept for the time necessary to provide the service requested by you.

We retain your user data, scores and tracking data for two (2) years after you have closed your Account or after the Account to which your Student Account is connected to is closed in order to meet our legal obligations or to exercise, defend or establish legal rights. We retain personal data related to payments and purchases for six (6) years in order to comply with all accounting obligations.

The information retention by schools and social media networks and other third parties shall be subject to the respective retention policies of such third parties.

11 YOUR RIGHTS: HOW TO ACCESS, UPDATE AND MANAGE YOUR INFORMATION?

You have a right to access, update and manage your own personal data under the applicable data protection laws. If you wish to exercise any of the rights defined below in this section 11, please call or send an email request thereof to us via the

contact details defined in section 3. We may ask you to provide further information in order to identify you. We will respond to your requests within 30 days.

If you want to review, delete, or change the personal data processed by a third party organization such as a school or social media network, please contact such third party directly.

We only process pseudonymised data about users visiting and using the Services under Student Accounts. We may not be able to provide you with all the rights defined below without additional information provided by the educator or verified homeschooler to whose Account the child's Student Account is connected to.

11.1 Right to Access Your Data

You are entitled to obtain confirmation on whether or not we process personal data about you. You may also have information on our means of processing as well as a copy of the personal data undergoing processing. We may charge a reasonable fee based on our administrative costs if you request further copies.

11.2 Right to Rectify Your Data

You shall have the right to obtain from us without undue delay the rectification of inaccurate personal data concerning you. You may have your incomplete data completed if you provide us with additional information or statement.

11.3 Right to Erasure

If you no longer want us to actively process personal data about you, you can have us delete such personal data if:

- (i) personal data is no longer necessary in relation to the purposes for which they were collected or otherwise processed defined in section 5;
- (ii) when the basis for our processing of such information is your consent, if you withdraw your consent as defined in section 6.3;
- (iii) if you object to the processing and there are no overriding legitimate grounds for the processing;
- (iv) the personal data have been unlawfully processed; or
- (v) the personal data have to be erased for compliance with a legal obligation in applicable law.

11.4 Right to Restriction of Processing

You have the right to restrict our processing of personal information about you where one of the following applies:

- (i) the accuracy of the personal data is contested by you, for a period enabling us to verify the accuracy of the personal data;
- (ii) the processing is unlawful and you oppose the erasure of the personal data and request the restriction of their use instead;
- (iii) we no longer need the personal data for the purposes of the processing, but you require that we store your data for the establishment, exercise or defence of legal claims; or
- (iv) you have objected to the processing based on our verification that our legitimate grounds therefor override your rights and freedoms.

11.5 Right to Data Portability

You have the right to receive the personal data concerning you which you have provided to us (for example by creating the Account or submitting your email address for direct marketing purposes) in a structured, commonly used and machine-readable format. You have the right to have the data transmitted to another controller if:

- (i) the processing is based on consent or on a contract; and
- (ii) the processing is carried out by automated means.

11.6 Right to Object Processing

You have the right to object at any time to our processing of personal data about you on grounds relating to your interests, rights and freedoms when that processing is based on our legitimate interest defined in section 6.2, including profiling.

In that case we will cease processing personal data about you unless we demonstrate compelling legitimate grounds for the processing which override your interests, rights and freedoms.

You always have a right to object direct marketing and processing of personal data for such purposes.

11.7 The Right to Lodge a Complaint to the Supervisory Authority

If you believe we have violated applicable data protection legislation in processing of personal data about you and we cannot amicably resolve the matter with you, you may contact the competent supervisory authority to lodge a complaint.

You may lodge a complaint with the supervisory authority of the Member State of your habitual residence, place of work or the place of the alleged violation of applicable data protection law.

12 PRIVACY POLICIES OF LINKED THIRD-PARTY SERVICES AND ADVERTISERS

The Sites and Services may contain links to third-party websites, online services, or mobile applications. We are not responsible for the privacy practices or the content of these third-party services. If you have any questions about how these third-party services use your personal data, you should review their policies and contact them directly.

13 SECURITY OF YOUR INFORMATION

We implement technical and organizational security measures to help protect the security of personal data about you both online and offline. We take steps to ensure that personal data about you is treated securely and in accordance with this Privacy Policy and applicable laws. These measures vary based upon the sensitivity of your data.

14 CHANGES TO THE PRIVACY POLICY

If we decide to make material changes to this Privacy Policy, we will tell you and other users by placing a notice on www.teachergaming.com or by sending you a notice to your e-mail address at least 30 days before the planned changes.

15 US RESIDENTS

We will not use information we collect from the Services to create profiles of student users for commercial purposes, or to target advertisements to students. We will

never sell information we collect from students (except in connection with a purchase, merger, or other type of acquisition as permitted by law).

Some web browsers have a "Do Not Track" function. Our Services do not send or respond to signals relating to these browser functions.

Our Services are used by children under 13, however we will not knowingly collect personally identifiable information for any child under the age of 13 without verifiable parental consent (or the consent of a teacher or other school official authorized to grant such consent). If you are the parent of a child under the age of 13 and have a concern regarding our use of information about your child in connection with the Services, you have a right to review or request the deletion of your child's personal information, and refuse to permit the Services from further collecting or using your child's information. You may do so by contacting us at sales@teachergaming.com . If you are a child using our software at school, ask your parent or teacher about the best way of contacting us.

Our Privacy Policy and the way we collect and use student data through the Services are intended to support schools with their obligations under the Family Educational Rights and Privacy Act (FERPA).

Under the terms of our contracts with schools, we agree to act as a "School Official" as defined by FERPA, meaning that we:

- Use the Services to 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 do not share students' personally identifiable information 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).