

Literably, Inc.

Privacy Policy

Last Modified: December 19, 2017

Literably, Inc. (“Literably”) is committed to protecting your privacy. In this Privacy Policy (“Policy”), we describe how we collect, use and disclose information that we obtain about visitors to our website www.literably.com (the “Site”), users of our mobile application (the “App”) and users of the service available through our Site and App (collectively, the “Service”).

Consent

By visiting the Site, using or downloading the App, or using our Service, you agree that your information will be handled as described in this Policy. Your use of our Site, App or Service, and any dispute over privacy, is subject to this Policy and our Terms of Service, including its applicable limitations on damages and resolution of disputes. This Privacy Policy is incorporated by reference into the Terms of Service.

A Note About Student Data

Our Service may be used by a school, school district, or teacher (collectively referred to as a “School”) in a classroom setting. Through the provision of our Service to a School, we may collect personally identifiable information from or about students (“Student Data”). We consider Student Data to be highly confidential and do not use such data for any purpose other than providing our Service to the School and as otherwise provided in our agreements with the School. If you have any questions about reviewing, modifying or deleting personal information of a student, please contact your School directly.

What Information Do We Collect?

We collect information both directly from you and automatically when you visit our Site or use the Service.

Information We Collect Directly

- **School and Teacher Information.** When a School registers for an account on our Service or corresponds with us online, we collect certain personal information to us such as a full name, email address, username and password. We may also collect additional information about the School, such as a school or district identifier, information about teachers and others authorized to use the Service, and payment information.
- **Student Information.** Once registered, a School may provide information about its students, such as a name or other identifier, year of study, and current estimated reading level. The School

may elect to provide non-personally identifiable user names or identifiers in lieu of a full student name, at its discretion.

- **Audio recordings.** During the course of providing the Service, we collect and record audio files of students reading, along with assessment information and usage history. We use a combination of human and machine scoring methods to prepare skill and fluency assessments of the recordings in order to provide the Service to our School customers. Our technology is designed to recognize speech, but cannot be used to recognize a particular individual on the basis of a voice recording.
- **Parent Information.** We may collect information about a student's parent or guardian, such as name and email address, if provided by the School.

Information We Collect Automatically

Like most websites and online services, we automatically collect certain types of information about visitors to our Site and users of our Service through cookies and other similar technologies. We may combine this information with personal information we collect from you. Examples include referring URL; IP address; device identifier; browser type and version; device name and model; operating system type, name and version; web pages viewed; links clicked; and length of time spent engaged with the Service. We also collect analytics data and we may engage third parties, such as Google Analytics and Heap Analytics, to track and analyze data from visitors and users of the Service. Although we do our best to honor the privacy preferences of our visitors, we are not able to respond to Do Not Track signals from your browser at this time.

We use this automatically-collected information to (i) improve user experience and personalize your content; (ii) provide and monitor the effectiveness of our Service; (iii) monitor aggregate metrics such as total number of visitors, traffic, usage, and demographic patterns on our Site and our Service; (iv) diagnose or fix technology problems; (v) investigate fraud or misuse of the Service and (vi) otherwise to plan for and enhance our Service.

Most web browsers automatically accept cookies, but if you prefer, you can edit your browser options to block them in the future. The Help portion of the toolbar on most browsers will tell you how to prevent your computer from accepting new cookies, how to have the browser notify you when you receive a new cookie, or how to disable cookies altogether. Depending on your mobile device, you may not be able to reject cookies. Visitors to our Site who disable cookies will be able to browse certain areas of the Site, but some features may not function.

How Do We Use Your Information?

We collect information for the following purposes:

- **Provision of Services:** To provide our Service, to communicate with School users, to respond to inquiries and for other customer service purposes.

- **Reporting:** To provide students and teachers with information and reports about student performance and use of the Service.
- **Personalization:** To tailor the content and information that we may send or display to users, to offer personalized help and instructions, and to otherwise personalize your experience while using the Service.
- **Transactional Notifications:** We provide notifications for certain activities relating to your use of our Service. For example, we send you notices when your assessments have been scored.
- **Marketing Communications:** From time to time, we may send periodic promotional or informational emails to School users. We do not use Student Data to send marketing communications. You may opt-out of such communications by following the opt-out instructions contained in each email.
- **Statistics:** We collect statistics to better understand how users access and use our Site, App and Service, in order to improve our Site, App and Service, and for other research and analytic purposes.
- **Product improvement and development:** We may use information to maintain, develop, support, and improve our Service and our other educational products and services.
- **Audio recordings:** Our speech recognition technology depends on the use of data to ‘train’ and improve its data models and tools. We use audio files and assessments to evaluate and improve the validity, reliability and efficacy of the Service offerings, and to train our machine learning data models and speech recognition tools, provided that we do not share this information with third parties except in de-identified and aggregate form so that it can no longer be associated with a particular user, device or School.

How Do We Share Your Information?

We do not sell or share your personal information with third parties for marketing purposes. We may share your personal information in the following ways:

- **Other School Users:** Depending on your account settings and permissions, we permit information to be shared between and among authorized School users. For example, teachers, schools and school districts can see information about their students’ activities on the Service.
- **Consent.** We may share information with consent and at the direction of a School or parent. For example, if a School user directs us to share content with the parent or guardian of a student.
- **Service Providers.** We may disclose personal information with our trusted third-party vendors, service providers, contractors or agents who perform functions on our behalf, such as payment processing, transcription services, and web hosting. Personal information will be shared with

these third parties as needed to perform their services to us, under reasonable confidentiality terms.

- **Business Transfers.** We may disclose personal information in the context of a company transaction, such as a merger, sale of company assets or shares, financing, change of control, bankruptcy or other corporate event. If the transaction involves the transfer of Student Data to a third party, we will require the new owner to continue to honor the terms provided in this Privacy Policy or we will provide you with notice and an opportunity to opt-out of the transfer of Student Data by terminating your account and deleting your data before the transfer occurs.
- **In Response to Legal Process.** We may disclose information as required or authorized by law, a judicial proceeding, court order, or other legal process. When legally permitted, we shall strive to notify the School of any legal request to access Student Data before we respond to such request.
- **To Protect Literably and Others.** We also may disclose information where we believe it is necessary to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the safety of any person, violations of our Terms of Service or this Policy, or as evidence in litigation in which Literably is involved.
- **Aggregate and De-Identified Information.** We may share aggregate or de-identified information which does not reasonably identify you as an individual with third parties for research, marketing, advertising, or similar purposes.

Security of Personal Information

The security of your personal information is important to us. We have implemented a variety of physical, administrative and technological safeguards designed to preserve the integrity and security of all personal information we collect. Our employees and contractors are required to protect personal information in a manner consistent with the terms of this Privacy Policy, and violators will be subject to disciplinary action, up to and including termination and further legal action.

Please be aware that despite our best efforts, no data security measures are impenetrable and we cannot guarantee the security of our systems 100%. In the event that any personal information under our control is compromised as a result of a breach of security, we will take reasonable steps to investigate the situation and take all steps required by law and regulations. You should take steps to protect against unauthorized access to your password, phone, and computer by, among other things, signing off after using a shared device, choosing a robust password that nobody else knows or can easily guess, and keeping your log-in and password private. We are not responsible for any lost, stolen, or compromised passwords or for any activity on your account via unauthorized password activity.

Reviewing and Modifying Information

Upon request, we will provide Schools with an opportunity to review, modify and/or delete the personal information collected from their students. If you are a parent and you have questions about your child's

use of our Service and any information collected, you should discuss your questions with your child's School, which will submit the request to Literably at the School's discretion.

Retention and Deletion

We will retain your information for as long as necessary for the identified purpose, which may extend beyond the termination of our relationship with you. For example, we may retain certain data as necessary to prevent fraud or future abuse, or for legitimate business purposes, or if required by law. We may retain indefinitely information which has been de-identified or aggregated such that it can no longer reasonably identify a particular individual. All retained personal information will remain subject to the terms of this Privacy Policy. Otherwise, we will delete personal information upon request or according to our standard data retention schedule.

Student Data. We will not knowingly retain Student Data beyond the time period required to support an educational purpose, unless authorized by the School or parent, and will delete Student Data promptly upon request from the School. We do not delete or de-identify any Student Records associated with an active School contract except at the direction of the School. The School is responsible for maintaining current class rosters and managing Student Data which the School no longer needs for an educational purpose through the School dashboard or by submitting a deletion request.

We retain Student Data for a period of two years after termination of the contract to continue to provide the School access to its records and aggregate reports, after which the Student Data will be deleted and/or de-identified, unless we receive a deletion request from a School prior to that date. We will not be required to delete any information which has been de-identified or disassociated with personal identifiers such that it can no longer be used to reasonably identify a particular individual.

Compliance with Laws

Our collection, use, and disclosure of Student Data is governed by our Terms of Service and/or any other agreement with the School, by the provisions of the Family Educational Rights and Privacy Act ("FERPA"), the Children's Online Privacy Protection Act ("COPPA") and applicable state laws relating to the collection and use of personal information of students. If you have any questions about our collection and use of Student Data, please contact us at support@literably.com. If you have any questions about reviewing, modifying, or deleting the personal information of a student, please contact your School directly.

The Family Educational Rights and Privacy Act ("FERPA")

This Privacy Policy and our Service are designed to meet our responsibilities to protect personal information from the students' educational records under FERPA. We agree to work with each School to jointly ensure compliance with the FERPA regulations.

The Children's Online Privacy Protection Act ("COPPA")

This Privacy Policy and our Service are designed to comply COPPA. We do not knowingly collect personal information from a child under 13 unless and until a School has authorized us to collect such information through the provision of the Service on the School's behalf. When a teacher, school or district uses our Service in the classroom or in an educational context, we rely on the School to provide appropriate consent and authorization for a student under 13 to use the Service and for Literably to collect personal information from such student, as permitted by COPPA. Upon request, we will provide teachers, schools or districts with an opportunity to review and delete the personal information collected from their students. If you are a parent and you have questions about your child's use of our Service and any information collected, you should discuss your questions with your child's teacher, school or district.

Students Online Personal Information Protection Act (“SOPIPA”)

This Privacy Policy and our Service are designed to comply with SOPIPA. We do not engage in targeted advertising based on information that we collect through our Service. We do not use collected information to amass student profiles except in furtherance of teacher, school or district purposes. We never sell Student Data unless the sale is part of a corporate transaction, such as a merger, acquisition, bankruptcy, or other sale of assets, in which case we will use our best efforts to ensure the successor entity honors the privacy commitments made in this policy and/or we will notify you of such a sale and provide you an opportunity to opt-out by deleting your account before the data transfer occurs.

California Assembly Bill 1584 (“AB 1584”)

This Privacy Policy and our Service are designed to comply with AB 1584. Pupil records obtained by Literably from a California local educational agency (“LEA”) continue to be the property of and under the control of the LEA. Parents, legal guardians, or eligible pupils may review personally identifiable information in the pupil's records and correct erroneous information by contacting LEA directly. In the event of an unauthorized disclosure of a pupil's records, Literably will notify the LEA and will provide the LEA with a report to be shared with the affected parent(s), legal guardians(s) or eligible pupil(s). Pupil records shall be deleted and/or de-identified within two (2) years after the termination of the contract term with the School so that the School can continue to access past records and aggregated reports, unless and to the extent that the School submits a deletion request for records to be deleted prior to that date. See “Retention and Deletion” above to learn more.

Changes to This Policy

This Policy is current as of the Effective Date set forth below. If we make any material changes to this Policy, we will post those changes here. We encourage you to periodically review this page for the latest information on our privacy practices. Your continued use of the Site, App and Service signifies your acceptance of any changes.

We will not make any material changes to our Privacy Policy that relate to the collection or use of Student Data without first giving notice to the School and providing a choice before Student Data is used in a materially different manner than was disclosed when the information was collected.

Contact Us

If you have questions about the privacy aspects of our Service please contact us at support@literably.com.

Effective Date

December 19, 2017