

# Privacy Policy

This Privacy Policy discloses the privacy practices for the “Software as a Service” or “SaaS” provided by CourseArc, LLC (“us” or “we”), and referred to as “CourseArc.” CourseArc provides organizations and individual users (“you” or “your”), referred to as “Clients” access and use of our software for educational purposes. We are committed to protecting your privacy online. Please read the information below to learn the following regarding your use of CourseArc.

You acknowledge that this Privacy Policy is a companion to our Acceptable Use Policy or “AUP,” and by accessing or using our site and service, you agree to be bound by all of its terms and conditions. If you do not agree to these terms, please do not access or use CourseArc.

We reserve the right to change this Privacy Policy at any time. Such changes, modifications, additions, or deletions shall be effective immediately upon notice thereof, which may be given by means including, but not limited to, issuing an email to the email address listed by registered users and posting the revised Privacy Policy on the CourseArc website. You acknowledge and agree that it is your responsibility to maintain a valid email address as a registered user, review the CourseArc website and this Privacy Policy periodically, and to be aware of any modifications. Your continued use of CourseArc after such modifications will constitute your acknowledgment of the modified Privacy Policy and your agreement to abide and be bound by the modified Privacy Policy.

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## 1. Types of Information Collected for All Users

To better provide you with access to and use of CourseArc, we collect two types of information about our Clients: Personally Identifiable Information and Non Personally Identifiable Information. Our primary goal in collecting information from you is to provide you with a smooth, efficient, and customized experience while using CourseArc.

The Client uses CourseArc to develop and deliver online content to students. The Client’s internal team of course creators and administrators are **registered users** of CourseArc. For content creators and administrators in CourseArc, the following information is retained:

- Name
- Email address
- Log of activity in the system, such as comments, tasks, edits to content, etc.

A Client's students and instructors would be considered **unregistered users** of CourseArc. They access content via the Client's Learning Management System (LMS) without registering and/or logging into CourseArc. For students accessing CourseArc content, ***if student tracking and scoring is enabled by the institution***, the following information is stored about students and instructors who access this content:

- Student's ID from the LMS
- Name
- Email address
- Scores on the activities they participate in

Please note that if student tracking and scoring ***is enabled***, instructors, as indicated by the LMS, are able to see a granular view of students' interactions with CourseArc content and to view reports on student progress. **This information will not be sold nor shared with third parties and is only used for educational purposes.**

Note that student tracking will not occur unless the institution opts-in.

For students and instructors accessing CourseArc content, ***if student tracking and scoring are NOT enabled by the institution***, no information is stored about students or instructors who access this content.

## **2. Collection Methods and Use of Information for Registered Users**

We do not collect any Personally Identifiable Information about you unless you voluntarily provide it to us. You provide certain Personally Identifiable Information to us primarily when you register for CourseArc. We may also collect information from you at other points on our site that state that such information is being collected. We use technologies like cookies and pixel tags to provide, improve, protect and promote CourseArc. A cookie is a small data text file, which a website stores on your computer's hard drive (if your web browser permits) that can later be retrieved to identify you to us. For example, cookies help us with things like remembering your username for your next visit, understanding how you are interacting with CourseArc, and improving CourseArc based on that information. You can set your browser to not accept cookies, but this may limit your ability to use CourseArc.

In addition, we may also collect, or our third-party vendors and/or content server may collect, certain Personally Identifiable Information. We use your IP address to diagnose problems with our servers, software, or to administer our site.

We will primarily use your Personally Identifiable Information to provide our services to you, as required by our agreements with you. We will also use Personally Identifiable Information to enhance the operation of our site, improve our marketing and promotional efforts, statistically analyze site use, improve our product and service offerings, and customize our site's content, layout, and services. We may use Personally Identifiable Information to deliver information to you and to contact you regarding administrative notices. We may also use Personally Identifiable Information to resolve disputes, troubleshoot problems, and enforce our agreements with you, including our AUP and this Privacy Policy.

Note that our Acceptable Use Policy (AUP) only applies to registered users of CourseArc.

### **3. Release of Information for Registered Users**

We do not sell, trade, or rent your Personally Identifiable Information to others. We do provide some of our services through contractual arrangements with services providers and other third parties solely to provide the services intended by the software. We and our service partners use your Personally Identifiable Information to operate CourseArc.

We will require our service partners to limit their use of your Personally Identifiable Information solely to operate CourseArc.

Occasionally, we may be required by law enforcement or judicial authorities to provide Personally Identifiable Information to the appropriate governmental authorities. We will disclose Personally Identifiable Information upon receipt of a court order or subpoena or to cooperate with a law enforcement investigation. We fully cooperate with law enforcement agencies in identifying those who use our services for illegal activities. We reserve the right to report to law enforcement agencies any activities that we in good faith believe to be unlawful.

### **4. Updating and Correcting Information**

We believe you should have the ability to access and edit the Personally Identifiable Information that you have provided to us. You may change any of your Personally Identifiable Information in your account online at any time by linking to your account in accordance with instructions posted elsewhere on this site. You may also access and correct your personal information and privacy preferences by **submitting a support ticket at: <https://coursearc.freshdesk.com/support/tickets/new>. Please include your CourseArc account's URL when you contact us.**

We encourage you to promptly update your Personally Identifiable Information if it changes. You may ask to have the information on your account deleted or removed; however, because we keep track of past transactions, you cannot delete information associated with past transactions on this site. In addition, it may be impossible to completely delete your information without some residual information because of backups.

## **5. User Choices on Collection and Use of Information**

We may, from time to time, send you e-mail regarding our products and services. For example, we email [System and Course Administrators](#) every time we release new features to our software. If you do not want to receive such mailings, please opt out by navigating to the [UNSUBSCRIBE link](#) at the bottom of a mailing.

## **6. Security of Information**

At our Site, you can be assured that your Personally Identifiable Information is secure, consistent with current industry standards. The importance of security for all Personally Identifiable Information associated with our users is of utmost concern to us. Your Personally Identifiable Information is protected in several ways. Access by you to your Personally Identifiable Information is available one of two ways. First, some users will access it through a password and unique ID selected by you. This password is encrypted. We recommend that you do not divulge your password to anyone. Second, some Clients may access information through Single Sign On within the Client's Learning Management System. In addition, your Personally Identifiable Information resides on a secure server that only selected CourseArc personnel and contractors have access to via password. We encrypt your Personally Identifiable Information in transit and hereby prevent unauthorized parties from viewing such information when it is transmitted to us.

Personal information that you provide that is not Personally Identifiable Information also resides on a secure server and is only accessible via password. Since this information is not accessible from outside CourseArc, LLC, you will not be asked to select a password in order to view or modify such information.

Unfortunately, no data transmission over the Internet or any wireless network can be guaranteed to be 100% secure. As a result, while we strive to protect your Personally Identifiable Information, you acknowledge that: (a) there are security and privacy limitations of the Internet which are beyond our control; (b) the security, integrity, and privacy of any and all information and data exchanged between you and us through this site cannot be guaranteed; and (c) any such information and data may be viewed or tampered with in transit by a third party.

## 7. Privacy Policies of Third-Party Sites

Except as otherwise discussed in this Privacy Policy, this document only addresses the use and disclosure of information we collect from you. Other sites accessible through our site have their own privacy policies and data collection, use, and disclosure practices. Please consult each site's privacy policy. We are not responsible for the policies or practices of third parties.

## 8. Children and Students

You must be at least 18 years old to be a registered user to access and use CourseArc software to build content and/or share content.

Students under 18 years of age ("Child" or "Children") may be given access to view CourseArc content by a CourseArc Client as an unregistered user. If the CourseArc Client has opted-out of student tracking, then we do not collect any personally identifiable information for the Child, however, we may collect non-personally identifiable information. If an organization has opted-in to student tracking, we store information about child's interactions with content, grades, names, IDs, and email addresses, which allows instructors and the Client's designated CourseArc Administrator(s) to see a granular view of child's interactions with CourseArc content and to view reports on the child's progress. This information will not be sold nor shared with third parties.

A parent may review or terminate their Child's use of CourseArc, and refuse to permit the further collection or use of their Child's Personal Information, at any time by contacting the CourseArc Client. If a parent terminates a Child's use of CourseArc, the Client's designated CourseArc Administrator is responsible for notifying CourseArc at: <https://coursearc.freshdesk.com/support/tickets/new> and we will delete any and all Personal Information provided to us in connection with the registration. Regardless, we will delete a Child's Personal Information once the information is no longer needed for its educational purpose.

CourseArc takes the privacy of children and students extremely seriously. Personal information we collect may be subject to the Children's Online Privacy Protection Act ("COPPA") and/or the Family Educational Rights and Privacy Act ("FERPA").

COPPA requires that operators of websites and online services that collect the personal information of children under 13 years of age (i) inform parents and legal guardians about their practices for collecting, using and disclosing such personal information and (ii) obtain verifiable consent from parents and legal guardians for doing so. We only collect personal information through CourseArc from a child if a Client has obtained parental consent for that child to use CourseArc.

FERPA protects personally identifiable information contained in students' education records from unauthorized disclosure. Consistent with FERPA, we will only use education records, as defined under FERPA, for the purpose of providing agreed services to a school, school district or teacher. We will never share or sell FERPA-protected information, or use it for any other purposes, except as otherwise directed or permitted by the school, school district or teacher. If a parent or eligible student requests access to education records that are hosted on our servers, we will help facilitate such access.

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You should also be aware that when Personally Identifiable Information is voluntarily disclosed (i.e., your name, e-mail address, etc.) in any public areas on CourseArc, that information, along with any information disclosed in your communication, can be collected and used by third parties and may result in unsolicited messages from third parties. Such activities are beyond our control and this Privacy Policy does not apply to such information. Any submissions to public areas on this site are accepted with the understanding that they are accessible to all third parties. If you do not want your information to be viewed by third parties, you are advised not to include it in any submissions. Ultimately, you are solely responsible for maintaining the secrecy of your password and/or account information. Please be careful and responsible whenever you are online.

If you have any questions about this Privacy Policy, the practices of this site, or your dealings with this site, please contact us by email at [info@coursearc.com](mailto:info@coursearc.com).