

# COPPA DIRECT NOTICE TO SCHOOLS

SPECIALNEEDSWARE, INC. DBA ORI LEARNING · VERSION v2026.09 · EFFECTIVE SEPTEMBER 23, 2026

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## WHY YOU ARE RECEIVING THIS NOTICE

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SpecialNeedsWare, Inc. dba Ori Learning (“Ori Learning”, “we”, “us”) is the operator of the Ori Learning Platform under the Children’s Online Privacy Protection Act (COPPA) and its rule, 16 C.F.R. Part 312. Under the Federal Trade Commission’s guidance on educational technology in schools, a school may authorize an operator, in place of parents, to collect Personal Information from its students for school-authorized educational use only, once the operator has given the school complete notice of its practices. This is that notice. “You” means the school, district or other educational agency that has authority over the Students it enrolls and an agreement with us. Our online notice, the Student & Education Privacy Notice at [orilearning.com/legal/student-privacy-notice/](https://orilearning.com/legal/student-privacy-notice/), describes the same practices for Parents. Capitalized terms are defined in the Ori Learning Definitions at [orilearning.com/legal/definitions/](https://orilearning.com/legal/definitions/).

## WHO WE ARE

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SpecialNeedsWare, Inc. dba Ori Learning, Attention: Legal, 66 Summit Ave, Chatham, NJ 07928. Email: [legal@orilearning.com](mailto:legal@orilearning.com), read on Business Days. Telephone: 646-278-9959, answered on Business Days. Ori Learning, as the operator, answers every inquiry about the Platform’s information practices.

## WHAT YOU AUTHORIZE

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By accepting an Order Form that incorporates our Data Privacy Addendum, you authorize us, in place of the Parents of your Students and in the school context, to collect, use and disclose Personal Information from your Students for the School-Authorized Educational Purpose (providing the Platform for the educational use you authorize, and no commercial purpose of our own) and for no other purpose, and you confirm that you have the authority to do so. We collect no Personal Information from a Student until you have given that authorization through the official who signs the Order Form or whom it names; a purchase order alone does not give it (Order Form §5.4(a); DPA §1.6, §4.2, §4.3). We record that official’s name and title, the date and the version of this notice before we roster any Student. You withhold the authorization by not accepting the Order Form. You may withdraw it for a Student at any time by deleting the Student’s account with your administrator tools where the Platform provides them, or by directing us in writing, at [legal@orilearning.com](mailto:legal@orilearning.com), to Delete the Student’s data (DPA §12.2), and for every Student when your subscription ends (DPA §12.4).

Your authorization covers the disclosures integral to the Platform: to your own staff, to our Subprocessors, to the services that receive network information when a Platform page loads, as the Subprocessor Schedule lists them, and to the roster and sign-in services you elect. A Collaboration Board is optional and not integral: it shows a Student’s posts to classmates in the same session, and turning it on is your separate authorization for that disclosure. Any other use would need a Parent’s verifiable consent, which we do not seek through the Platform. Your authorization does not limit a Parent’s rights or our duties under the rule, and we do not condition a Student’s participation in an activity on disclosing more than it reasonably needs.

## WHAT WE COLLECT

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The Platform collects no date of birth, so we apply this notice to every Student, whatever the Student's age. From and about Students we collect: name, account identifiers and a hashed password, and an email address where you supply one; school, grade level, teachers, counselor, curriculum program and courses, and, where you supply one, an indicator that the Student has an individualized education program (IEP) or Section 504 plan, never the plan itself; responses to assessments, surveys and check-ins, and grades and scores; answers and work a Student types, uploads or records, including by speaking; Collaboration Board posts, visible to classmates in the same session, and likes; and IP address, cookies and similar identifiers, device, browser and general location information, use statistics and error data. We request no information about a Parent. Annex A (Data Schedule) to the Data Privacy Addendum lists the elements in detail, and we update it and this notice when the Platform changes what it collects.

## HOW WE USE IT, AND WHAT WE NEVER DO

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We use a Student's Personal Information only for the School-Authorized Educational Purpose: to provide the Platform and its Curriculum Content as you configure it; to record and report Students' work and progress; to support you; to operate, secure and repair the Platform, including error monitoring and product-usage analytics; to comply with law; and for other purposes within it that you direct in writing. We improve the Platform only with De-identified Data and Aggregate Data.

We do not, and do not permit any Subprocessor or other recipient to: sell, rent or trade Student Data; use it or Persistent Identifiers for Targeted Advertising; build a profile of a Student for any other purpose; market to Students or Parents; or use it for any other commercial purpose. We place no advertising in the Platform. We do not use it, or authorize any Subprocessor or other recipient to use it, to train, develop or improve an artificial-intelligence or machine-learning model.

## WHO RECEIVES IT

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We disclose a Student's Personal Information only to your staff; classmates in the same session, where you turn on a Collaboration Board; our Subprocessors, for hosting and storage, translation and read-aloud of lesson text and translation of any Student-written text the Platform sends for translation, product analytics, customer success (both from usage events under a pseudonymous identifier, never a Student's name, username or contact details), error monitoring, transactional email and educator support chat; services that receive network information, such as IP address, when a Platform page loads, which we use only in compliance with the law; the roster and sign-in services you elect; others you direct in writing; a successor that has assumed the Data Privacy Addendum in writing; and authorities as the law requires or permits. Our Subprocessor Schedule ([orilearning.com/legal/subprocessors/](https://orilearning.com/legal/subprocessors/)) names each, with what it receives; it lists the recipients we have identified, and we keep it current and notify your privacy and security contact by email of changes to it. We evaluate each Subprocessor before it receives Student Data, and our Subprocessors work under written terms that require them to protect it consistent with our commitments and limit their use to providing their services to us; we do not authorize any of them to use it to train artificial-intelligence models. If you object to a change on reasonable grounds relating to the protection of Student Data, you may terminate the affected Services on written notice and receive a refund of prepaid Fees for the remainder of the Subscription Term.

## PARENTS' RIGHTS

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A Parent (a parent or legal guardian) of a Student under 13 may ask us directly, at [legal@orilearning.com](mailto:legal@orilearning.com), at the address above or through you, to review the Personal Information collected from the Student, to Delete it, and to refuse its further collection or use. We acknowledge the request within 5 Business Days, verify the Parent by a method reasonably designed for that purpose, which may include your confirmation, coordinate with you and answer a verified request within 30 days after we receive it, free of charge. On a verified refusal we stop collecting and using the Student's Personal Information, complete any Deletion it requires and, within 10 Business Days, disable the Student's account; you choose among the available arrangements that collect nothing further from the Student. Other requests about Student records go to you, and we assist you.

## RETENTION AND DELETION

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We keep a Student's Personal Information only as long as reasonably necessary for the purposes above and your instructions, and never indefinitely. Our written retention policy is Section 12 of the Data Privacy Addendum with the Retention & Deletion Schedule ([orilearning.com/legal/retention/](http://orilearning.com/legal/retention/)), which states for each category of data its purpose, business need, retention period and the event that ends it. Student Data is kept for your Subscription Term and the 60-day Export Window, then Deleted no later than 90 days after the Services end unless you renew or an exception in the Data Privacy Addendum, such as a Legal Hold, applies; or sooner: within 30 days after your written request, within 90 days after you tell us a Student has left, and on a verified Parent's request. A Deleted record persists in a Backup until the backup rotation overwrites it after a limited period.

## SECURITY

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We maintain a written information security program for the Personal Information we collect from children, as 16 C.F.R. §312.8 requires, described in the Security & Incident Exhibit to the Data Privacy Addendum. If an incident affects your Students' Personal Information, we notify you as the Data Privacy Addendum provides, and you decide whether and how Parents are told, unless a law places that duty on us.

## CHANGES TO THIS NOTICE

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Each version carries a version and an effective date; prior versions are at [orilearning.com/legal/archive/](http://orilearning.com/legal/archive/). You acknowledge the version delivered to you by accepting the Order Form. A material change to how we collect, use or disclose Student Data takes effect for you only after we deliver the updated notice and you renew your authorization; for any other change we give your privacy and security contact the updated notice by email at least 30 days ahead.