

Privacy Policy

Disclosure Regarding Collection and Use of Personal Information.

Thank you for visiting orilearning.com (referred to as the “Platform”, the “Ori Platform”, the “Website” or the “Site”) brought to you by SpecialNeedsWare, Inc dba Ori (the “Company”). This notice explains the Company’s online information collection and use practices and the choices you can make about the way we use and share such information. It is important that you take the time to read and understand this policy so that you can appreciate how we use your personally identifiable information (“PII”).

REMEMBER IN ORDER TO REGISTER WITH THE ORI PLATFORM, YOU MUST AGREE TO THIS PRIVACY POLICY. AS WE UPDATE AND EXPAND OUR SERVICES, THIS POLICY MIGHT CHANGE, SO PLEASE REVIEW IT FROM TIME TO TIME. WE WILL CONTACT YOU VIA EMAIL AND SEEK YOUR CONSENT TO THE REVISED PRIVACY POLICY IN THE EVENT OF ANY MATERIAL CHANGE. WE MAY NOT DO SO IF WE VIEW THE REVISION AS NON-MATERIAL.

The Information We Collect.

In order to use the Ori Platform, you will need access to a subscription, which may be made available with the assistance of your local school, local school district, teacher, or other responsible education authority which has ordered a subscription to the Service for your use (the “Educator”).

You will also need to expressly agree, be bound by, and comply with the Company’s Terms of Use and the Privacy Policy.

You will also need to create a profile. In order to create a profile, the Company collects PII about students using the Ori Platform only when an Educator has contracted with the Company to collect PII. The Educator agrees that it has received any consent required in order to provide us with such PII and the Company can rely on the Educator to obtain the necessary and appropriate consent for the collection and use of such information in relation to Ori.



Platform requires that all users create a username and password, which is used to validate requests, and provide certain PII such as name, email, or other information if necessary, on the needs of the Educator. Because passwords are hashed, the actual plain-text password is completely unknown to the Company and remains with the user.

The Company does not and will not sell, share, rent or trade your PII with any third parties other than as expressly disclosed in this Privacy Policy and consented to by you. The Company collects and analyzes data on how the Site is used in the aggregate (how groups of people use the Ori Platform) for the purpose of improving and enhancing its service. The Company does not analyze information on how particular individuals use the Platform as part of general reporting procedures or in the usual course of business.

PII, including but not limited to individual IP addresses, may be analyzed on a case-specific basis to resolve a technical difficulty or to assist in resolving or investigating any misuse of the service; also, such individual usage information may be furnished to your Educator if the Educator requests such information to assist in the investigation of fraudulent, abusive, or criminal activity or any other use of the Ori Platform that violates your school's rules or policies or as required by your Educator as part of their information management efforts. For example, if your Educator or school uses a certain third-party company to manage their classroom scheduling and attendance system, necessary information may be shared with that company to assist in those administrative tasks.

These information collection, management, and disclosure practices apply to parents, teachers, administrators, and students. If you are a parent or guardian, you agree that this is acceptable for you as well as any of your children that use the Ori Platform. If you are an Educator, you agree that this is acceptable for you as well as any of your students that use the Ori Platform.

We also may collect certain non-personally identifiable information (i.e. generic information that does not identify you personally) when you visit any of our web pages such as the type of browser you are using, the type of operating system you are using, and the domain name of your Internet service provider. We may do so using certain third-party services to help us understand certain activities which happen on the Ori Platform, so that we can improve the quality of our service. An example of such activities would be services that allow us to analyze our usage data. These services would be required to access non-personal information, solely for the purpose of improving service. No information at any point would be transferred or sold.

The Company reserves the right to disclose your or your child's PII as required by law and when the Company believes such disclosure is necessary to protect our rights and/or to comply with a judicial proceeding, court order, or legal process.

The information collected by Ori is as follows:

IP address, meta-data related to user interaction with the platform, student responses to built-in questions, student school enrollment, school associated with each teacher as provided by the customer, grade level, teacher names, app assigned student ID and teacher ID, student and teacher usernames and passwords for Ori, student email addresses, teacher email addresses, student name, and student performance on Ori lessons,

to Educational Records and By Children

With respect to any access by the Company to any “education records” (as such term is defined in the Family Educational Rights and Privacy Act, 20 U.S.C. §1232, et seq. (“FERPA”)) held by you or an Educator under or in connection with the use of the Ori platform, the Company shall be acting as your legal agent (“school official”). As between you and the Company, any information protected by FERPA submitted to the Company by you in connection with your use of the Ori platform shall be deemed your Confidential Information. The Company agrees to comply with FERPA and agrees not to share or disclose any FERPA protected information with any third party except as described above and permitted by FERPA or as authorized or permitted by you.

You and the Company each represent and warrant to the other that we will comply with Children’s Online Privacy Protection Act (“COPPA”) and the Children’s Internet Protection Act (“CIPA”), to the extent such laws are applicable to the respective party’s actions. You shall be responsible for establishing or requesting that the Company establish student accounts for access to the Ori platform and shall ensure that it has obtained any necessary and appropriate consent to establish such accounts; the Company will not establish any student accounts except as directed by you and the Educator. The parties agree that the Company may rely on you to obtain the necessary and appropriate consent for such students’ use of or access to the Ori platform.

Destruction of records

All PII that was provided to Ori will be destroyed when no longer needed for the specific purpose for which it was provided, including any copies of the PII that may reside in our system backups, temporary files, or other storage media. For the purposes of this agreement, this data shall be destroyed within 1 year of the termination of your subscription unless you request we retain such information for your purposes. Ori will use appropriate data deletion methods to ensure the data cannot be recovered.

Special Note.

If you are a student:

– Be careful who you share your information with while using Ori.



only access Ori using the login credentials given to you by your teacher or Educator. You may not use any login credentials which you receive from other students or which you did not receive directly from your teacher or Educator.

If you are accessing the Ori Platform on behalf of a School or District:

- You represent and warrant that you are solely responsible for complying with COPPA, where applicable, which requires parental consent for online collection of personal information from children under 13. You understand and acknowledge that the Company does not do so and has no obligation to do so.
- You will only grant licenses to teachers and staff members who are current employees of your school or district. Upon termination of a teacher or other staff member's employment with you for any reason, you will require such individual to cease using all licenses he or she has in his or her possession. If at any time you learn a user of the Site claims to be affiliated with your school or district who is not in fact affiliated with your school or district, you will notify the Company immediately.

If you are accessing Ori as a Teacher:

- You represent and warrant that you have permission from your school or district to enter into the Terms of Use and Privacy Policy, and to use the Ori Platform as part of your curriculum.
- You represent and warrant that you are solely responsible for complying with COPPA, where applicable to you, which requires verifiable parental consent for online collection of personal information from children under 13.
- Where applicable, you must obtain Consent from all parents whose children under 13 will be accessing the Site and provide a copy to the Company upon our request. For more information on COPPA, please see <https://www.ftc.gov/privacy>.
- When obtaining Consent, you must provide parents with a copy of our Privacy Policy.

are accessing Ori as a parent or guardian:

– You understand that your acceptance of the Terms of Use and this Privacy Policy is on behalf of both yourself and as well as on behalf of those children who use the Ori Platform and for whom you are a parent or legal guardian. Children under 18 must not use the Site until a parent or legal guardian has accepted the Terms of Use and Privacy Policy on their behalf.

How We Use and Disclose the Information.

We will use the personal information you provide online for the purpose(s) you have submitted. This may include:

- **Responding To Your Inquiries and Fulfilling Your Requests.** We may use your personally identifiable information to respond to your inquiries to the Company and to fulfill your requests.
- **Sending Administrative Emails.** From time to time, we may use your information to send you emails (a) to confirm your registration with the Ori Platform, (b) to confirm a transaction through the Site, (c) to provide you with information regarding the Ori Platform, or (d) to inform you of changes to our Terms of Use or this Privacy Policy, or our other terms, conditions, or policies (“Administrative Emails”). Because this information may be critical to your continued use of the Ori Platform, you may not opt out of receiving Administrative Emails.

If you want us to stop using the personal information you provided, please contact us at legal@orilearning.com.

How We Share Your Personal Information.

We will not share the personal information you provide except with your consent (a) if it is for the purpose(s) you provided it; and/or (b) notifying you when we make changes to one of our subscriber agreements or this policy. We may share your personal information without your consent as may be required by law or as we think necessary to protect our company or others from injury (e.g. in response to a court order or subpoena, in response to a law enforcement agency request or when we believe that someone is causing (or about to cause) injury to or interference with the rights or property of another).

All third parties with which we share personal information provided online will only be for purposes which we were authorized by the educational institution/agency, teacher or the parent/student, and only if the third party company has agreed to implement these same commitments for the



ent personal information. If you want us to stop sharing your personal information with companies, please contact us at legal@orilearning.com.

If you consent to receiving communications from non-affiliated companies, you may need to communicate with them directly if you later decide that you no longer wish to receive their communications or if you wish to change any data you provided online. In this instance, any changes or amendments to your personal information must be given directly to each company who communicates with you as these changes, amendments and/or deletions will not be exchanged between us and non-affiliated companies.

In addition to the above, you acknowledge that Ori uses a third party credit card processor for financial transactions. By completing an online purchase you or we will be sharing your information with that processor. The processor is permitted only to use this information for the sole purpose of completing the financial transaction and is not permitted to share your personal/financial information with anyone, including Ori.

Use and Disclosure of Anonymous Information.

We sometimes use the non-personally identifiable information that we collect to improve the design and content of our Site. We also may use this information in the aggregate to analyze how our Site is used. We will not use this information to create targeted advertising, nor will we authorize our third party affiliated or non-affiliated companies to do so.

Collection of Information by Others.

Our Site may contain links to other sites whose practices may be different than ours. You should check the other sites' privacy notices since we have no control over information that is submitted to or collected by them.

Tracking Technologies.

Technologies such as cookies, beacons, tags and scripts are used by the Company on the Ori Platform as well as by the Company's tracking utility partners who provide online customer support and video management. These technologies are used to make it easier for you to navigate the Ori Platform, to store your password so you don't have to enter it more than once, to analyze trends,



the Ori Site, track users' movements throughout the Ori Site and to gather demographic information about our user base as a whole. We may receive reports based on the use of these services by these companies on an individual as well as aggregated basis.

We will not and will not authorize our third party partners to, use PII, cookies or other non-PII to target advertising to you based upon your use of the Ori Site.

We use cookies as a convenience feature to save you time, to understand how our Site is used, and to improve the content and offerings on our Site. For example, we may use cookies to personalize your experience at our web pages or recall your specific information on subsequent visits (e.g. to recognize you by name when you return to our site). You can opt to have your browser reject cookies. If you do that, you may need to re-register with us every time you visit our Site. This policy does not cover how third-party companies use their cookies.

Ori and our Service Providers may also use "pixel tags," "web beacons," "clear GIFs" or similar means (collectively, "Pixel Tags") in connection with some Ori Platform pages and HTML-formatted email messages to, among other things, compile aggregate statistics about platform usage and response rates. A Pixel Tag is an electronic image, often a single pixel (1x1), that is ordinarily not visible to platform visitors and may be associated with cookies on visitors' hard drives. Pixel Tags allow us and our Service Providers to count users who have visited certain pages of the Ori Platform, to deliver customized services, and to help determine the effectiveness of promotional or advertising campaigns. When used in HTML-formatted email messages, Pixel Tags can tell the sender whether and when the email has been opened.

Clickstream Data.

As you use the Internet, a trail of electronic information is left at each web site you visit. This information, which is sometimes referred to as "clickstream data," can be collected and stored by a web site's server. Clickstream data can tell us the type of computer and browsing software you use and the address of the web site from which you linked to the Ori Platform. We may use clickstream data as a form of non-personally identifiable information to anonymously determine how much time visitors spend on each page of the Ori Platform, how visitors navigate throughout the Site and how we may tailor our web pages to better meet the needs of visitors. This information will only be used to improve the Site. Any collection or use of clickstream data will be anonymous and aggregated.

Our Commitment to Security.

The Company and your Educator work together to protect the online privacy of all of your school community members that use the Ori Platform, including students, parents, teachers, and

any information collection, security, and privacy policies have been authorized by your school or teacher, and the Company strives to manage your school's internet services in a secure manner. For example, Ori uses industry-standard technology called SSL (Secure Socket Layer). SSL encrypts information transmitted across the internet to and from the Ori Platform. You will know that SSL is working when you see the presence of an image of a closed lock or solid key in the bottom bar of your browser window.

The application is hosted on the Microsoft Cloud Platform (Azure), which has many built-in security measures and complies with various industry standards. For more information on the Azure platform, please visit <https://azure.microsoft.com/en-us/support/trust-center/>). However, unfortunately no data transmission over the Internet can be guaranteed to be 100% secure and "hacker-proof," and the Company cannot ensure or warrant the security of any information managed by the Company, whether transmitted to the Company by you, your school, or your teacher, or compiled by the Company with your approval on Ori.

The Company shall not be liable if a security breach occurs, if the Ori site malfunctions, or if information is misused or mismanaged in any way to your detriment or the detriment of a third party, whether by the Company, your school, your teacher, or an unauthorized third party.

We believe we have in place the appropriate physical, electronic, and managerial procedures to safeguard and help prevent unauthorized access, maintain data security and correctly use the information we collect online as well as offline. Unfortunately, no data transmission over the Internet or data storage solution can ever be completely secure. As a result, although we take steps to protect your information, we cannot ensure or warrant the security of any information you transmit to or receive from us or that we store on our or our Service Providers' systems. When your personal information is passed onto non-affiliated companies, to the extent practical, we request that they also have in place the appropriate safeguards. We cannot, however, guarantee that they do so.

Please remember that you are ultimately responsible for maintaining the secrecy of your user name, passwords and/or any account information. You are not permitted to disclose your username and password to any other person. If you have reason to believe that your interaction with the Site is no longer secure (for example, if you feel that the security of your username or password has been compromised), you must immediately notify us of the problem by contacting us.

Privacy Settings.

The Company posts user testimonials on the Ori Platform which may contain PII. We will obtain the user's consent via email prior to posting the testimonial. To request removal of your PII from a testimonial, contact us at legal@orilearning.com.

If you are visiting the Ori Platform from outside of the United States, your connection will be through and to servers located in the United States and all information you provide will be processed and securely maintained in our web servers and internal systems located within the United States. By using the Ori Platform, you authorize the export of personal information to the USA and its storage and use as specified above when you provide such information to us. This policy and our legal obligations are subject to the laws of the USA, regardless of the location of any user. Any claims or complaints must be filed exclusively in the USA.

How You Can Access or Correct Your Personal Information.

For instructions on how you can access the personally identifiable information that we have collected about you or your child online, or how to correct any errors in such information, please send an e-mail to legal@orilearning.com. We will respond to your request as soon as possible, and certainly within 30 days.

To protect your privacy and security, we will take reasonable steps to help verify your identity before granting access or making corrections.

Please note that if you wish to cancel your account or request that we no longer use your information to provide you services contact us at legal@orilearning.com. We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

Special Note for Parents.

If you have concerns about this Site or its services, wish to find out if your child is a member or has registered for one of our services, or wish to cancel your child's membership, please contact us at legal@orilearning.com. Our Site will not knowingly accept PII from anyone under 13 years old in violation of applicable laws, without consent of a parent or guardian. If you believe that your child under 13 has gained access to our site without your permission, you may contact us at legal@orilearning.com.

The personal information you provide is considered a company asset and may be included among transferred assets if the Company or all of its parents or affiliates or any of their assets is ever acquired by a third party.

Links to Other Sites.

If you click on a link to a third-party site, you will leave orilearning.com and be redirected to the site you selected. Because the Company does not and cannot control the activities of third parties, we cannot accept responsibility for any use of your PII by such third parties, and we cannot guarantee that they will adhere to the same privacy practices as the Company. We encourage you to review the privacy statements of any other service provider from whom you request services. If you visit a third-party website that is linked to the orilearning.com site, you should read that site's privacy statement before providing any personally identifiable information.

Changes to This Policy.

Because our business needs may change over time, we reserve the right, at our discretion, to change, modify, add, or remove portions from this Privacy Policy at any time. If at any time in the future we plan to use your PII in a way that differs from this Policy, we will revise this Policy as appropriate. Your continued use of the Ori Platform following the posting of any changes to this Policy means you accept such changes. This policy is effective as of June 27, 2016.

Your Right to Opt Out.

If you are the User or you are the parent or guardian of a student using the Ori Platform, and cease to agree with the Company's Terms of Use or Privacy Policy at any time in the future, you may opt-out and have your PII deleted on behalf of yourself or the relevant student by contacting your Subscriber (typically your Educator) and/or the Company administrator at legal@orilearning.com.

If you have any questions or concerns about this privacy policy you may e-mail legal@orilearning.com.

Ready to bring Ori Learning to your school or district?

REQUEST A DEMO

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Request a Quote

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