



Overview

The following are the terms of service ("Terms of Service" or the "Agreement") that define the relationship between EDpuzzle, Inc. (operating as Edpuzzle ("Company," "Edpuzzle," "we," or "us")) and you, and govern your use of Edpuzzle's services.

We have done our best to write these conditions in simple, clear terms.

Agreeing to Our Terms

Thank you for your interest in Edpuzzle, which owns and operates the services offered on edpuzzle.com ("Edpuzzle Website") and any associated applications ("Edpuzzle Apps") or products and services (e.g. the "Edpuzzle Blog") that the Company may provide now or in the future (collectively, the "Service" or "Services").

When using the Service, you will also be subject to the Edpuzzle [Privacy Policy](#) and any published guidelines, policies or rules applicable to our website or apps, which may be posted at any time (collectively the "Guidelines"). These Terms of Service and our Privacy Policy, including any other Guidelines and future modifications (collectively, the "Agreement"), govern your use of the Service and are a legal contract between you and Edpuzzle. By signing up for an account on, or otherwise accessing or using the Edpuzzle Service, you acknowledge that you have read and agree to be bound by this Agreement. If you are using the Service on behalf of a school, institution, company or organization that has a separate written agreement with Edpuzzle, that agreement shall govern your use of the Service, and all matters not covered by said agreement will be subject to our Terms of Service and Privacy Policy.

If you are entering into this Agreement on behalf of a company, institution or other legal entity, you acknowledge that you have the authority to bind said entity to these terms and conditions, in which case the terms "you," "your" or "Member" shall refer to said entity. If you do not have such authority, or if you do not agree with these terms and conditions, you must not accept this Agreement and may not use the Service, and Edpuzzle shall not be responsible for any use you make of the Service without the pertinent authorization.

EDUCATIONAL INSTITUTIONS SHALL BE RESPONSIBLE FOR OBTAINING, WHERE APPLICABLE, PERTINENT CONSENT FROM PARENTS, LEGAL GUARDIANS OR ELIGIBLE STUDENTS PRIOR TO UTILIZING THE SERVICE. EDPUZZLE SHALL NOT BE RESPONSIBLE FOR ANY NEGLIGENCE OF THE EDUCATIONAL INSTITUTION IN THE REVIEW OF THIS AGREEMENT OR THE OBTAINMENT, WHERE APPLICABLE, OF THE NECESSARY PARENTAL CONSENT.

Privacy

Your privacy is extremely important to us, and we take great care to limit what we collect and how we use it, and to help you understand our policies. Please read our Privacy Policy, which explains how we treat your personal information and protect your privacy when you use our Service. By using our Service, you agree that Edpuzzle can use such data in accordance with our Privacy Policy.

Sign-up and Security

As a condition to using the Service, you may be required to create an account with Edpuzzle and select a password and username or provide additional contact information . You must provide Edpuzzle with accurate, complete, and updated personal information.

You may not select or use the name of another person with the intent to impersonate that person. You will not provide any false information or create an account for anyone other than yourself without permission. We reserve the right to refuse to create an account or to delete an account at our discretion. You shall be responsible for maintaining the confidentiality of your password and will not share your account with anyone or let anyone else access your account. You may not transfer your account to anyone without the express prior written consent from Edpuzzle.

[Help Center](#)

You affirm, acknowledge and pledge that all the information you submit when creating an account is truthful and accurate.

Using the Service

As long as you are complying with all of the terms and conditions of the Agreement, Edpuzzle

or features, and we may suspend or stop a Service altogether if, for example, you do not comply with this Agreement or if we are investigating suspected misconduct. You can stop



Overview

Edpuzzle's mission is to help teachers engage their students through the power of video learning. We are humbled that millions of teachers and students like you trust Edpuzzle every day. Earning your trust by ensuring your privacy and safety is therefore extremely important to us.

This Privacy Policy explains:

- What information Edpuzzle collects from you (and why we collect it).
- How we use and share that information.
- The choices you have, including how to access, update and delete your information.
- This Policy applies to all products and services offered by Edpuzzle, Inc. (hereinafter referred to as "Edpuzzle," "we," "us," "our," also including our subsidiaries or affiliates).

SECTIONS WRITTEN IN CAPITAL LETTERS ARE ESPECIALLY IMPORTANT FOR LEGAL COMPLIANCE, SO PLEASE MAKE SURE TO REVIEW THEM CAREFULLY.



We have done our best to write this Policy in simple, clear terms. We encourage you to read it

- Purpose of processing: provide access to and use of Edpuzzle services (website and mobile apps).
- Legal grounds: processing based on user consent, contract performance and the legitimate interest of the company or third parties.
- Recipients: Edpuzzle third-party service providers which help provide the Service. Please see the [Security measures](#) section of this Privacy Policy for more information.
- User rights: access, rectification, erasure, restriction, objection and data portability (see the [Edpuzzle Privacy Principles](#) section of this Privacy Policy). For exercising any of the rights mentioned, please contact Edpuzzle's DPO.
- Data Protection Officer (DPO): for inquiries regarding this Privacy Policy please contact Edpuzzle's DPO at privacy@edpuzzle.com or at the physical address listed at the end of this Policy.
- Additional information: to be found in Edpuzzle's [Terms of Service](#) and this Privacy Policy.

Personal information is any information you provide to us that personally identifies you, like your name or email address, or any other information which we could reasonably link to your identity. We will only collect, use, and share your personal information in accordance with this Privacy Policy. This Policy applies whether you use Edpuzzle through edpuzzle.com (the "Edpuzzle Website"), our mobile applications (the "Edpuzzle Apps"), your school's Learning Management Systems (LMS) with which Edpuzzle has been integrated (e.g., Google Classroom, Canvas, Moodle, Schoology, etc.) or any of our other products or services that link to this Privacy Policy (collectively, the "Service"). In addition, this Privacy Policy also covers Edpuzzle's treatment of any personal information about our users that our partners or other services might share with us.

Help Center apply to websites or services or practices of companies that Edpuzzle does not own or control, such as third-party services you might access through links or other features (e.g., social media buttons; third-party integrations) on the Service. These other services have their own privacy policies, and we encourage you to review them before providing them with personal information. At the end of this Privacy Policy you will find a list with our third-party service providers and a link to their privacy policies, as well as an overview to how, why and under which conditions they might process your personal information.

THE SERVICE, YOU ACKNOWLEDGE THAT YOU ACCEPT AND AGREE TO THIS
PRIVACY POLICY.

EXHIBIT "E"

GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and **Oak Grove School District** and which is dated 06/05/2020 to any other LEA ("Subscribing LEA") who accepts this General Offer through its signature below. This General Offer shall extend only to privacy protections and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the other LEA may also agree to change the data provided by LEA to the Provider in Exhibit "B" to suit the unique needs of the LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products subject listed in the Originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Provider shall notify CETPA in the event of any withdrawal so that this information may be transmitted to the Alliance's users.

Provider: **EDPUZZLE, INC.**

BY: Jordi Gonzalez

Date: 06/05/2020

Printed Name: **Jordi Gonzalez**

Title/Position: **Product Manager**

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA.

Subscribing LEA: **Davis Joint Unified School District**

BY: _____

Date: _____

Printed Name: Amari Watkins

Title/Position: Associate Superintendent
of Business Services

**TO ACCEPT THE GENERAL OFFER, THE SUBSCRIBING LEA MUST DELIVER THIS
SIGNED EXHIBIT TO THE PERSON AND EMAIL ADDRESS LISTED BELOW**

Name: **Dr. Julia Trius**

Title: **Legal Counsel**

Email Address: **privacy@edpuzzle.com**