

Last Updated: 5 May 2020

Starfall Education Foundation ("we") strives to create a safe and playful environment for all children. Throughout our services (collectively "services") — the many Starfall Apps for mobile devices, the Starfall website for children (www.starfall.com), the Starfall Parent-Teacher Center™ (teach.starfall.com), and the Starfall Store™ (store.starfall.com) — we adhere to a strict policy of respecting and protecting the privacy of our users.

Starfall does not collect personal information from children or track children's progress. Children do not provide personal information to access and use our services. The Starfall websites and apps directed toward children operate in accordance with COPPA and FERPA. Starfall does not display any advertising to children.



Starfall.com is listed by the kidSAFE Seal Program. To learn more, go to www.kidsafeseal.com.

Personal Information Collection and Use

We ask adult users ("you") to provide information about themselves when logging in to the member portion of Starfall or when completing a purchase in our store. We do not ask for or collect information from children.

- **Basic Membership Information**: When you become a member of Starfall, you must provide general personal information such as your name, email address, and a password. We may again ask for this information when you login or when you make changes to your account.
- Payment Information: When you make a purchase, whether it is for an online membership or a physical product, we require billing and shipping information. This sensitive information is handled with the utmost care. We send payment information to a secure and nationally recognized payment processor using strong industry standard encryption. Once a purchase has been made we do not store credit card numbers, nor do we have access to credit card numbers through our payment processor. In order to provide customer service, we retain the details of a purchase, such as the payment date, the billing address, and the shipping address.

- **Use of Information**: We use the information we collect to operate, maintain and enhance the services we provide, as well as to communicate with you about your account or from time to time to send you emails about services or activities that may be of interest to you.
- Third Parties: We do not rent or sell your personal information to third parties. We do share
 or disclose your personal information with our trusted vendors, but only as needed to provide
 our services. These vendor services may include hosting, email delivery, and payment
 services.

Technical Information Collection and Use

When you use Starfall on a computer or mobile device, we collect some basic technical information in order to customize your experience as well as to improve our services.

- Cookies: Like many websites, we rely on cookies (a small text file sent to your browser) to
 give us a better understanding of how many unique users we have and how they are using
 our site. We also use cookies to retain your preferences and remember the state of an
 activity such as an online shopping cart or service such as a membership login. We do not
 collect personal information through cookies.
- Other Information: We automatically receive and record information on our server logs from a user's browser, including a user's IP address. We may collect information about the browser, operating system, or mobile device being used, as well as information about geographic locations and patterns of usage. We keep these records so that we can analyze the 'big picture' of how our visitors use our site and to analyze any technical problems that could occur.
- **Use of Information**: We use the information collected to deliver content, support, track and enhance a user's experience of our services. For example, when a user returns to the services after logging in, cookies help us recognize that user without having to log back in. Additionally, by understanding usage trends, behaviors and preferences of our users, we can improve our services and develop new features and functionality.

Updating Information and Disclosure of Information

Please contact us at <a href="https://helpease.org/helpea

Starfall may disclose information we have retained if we believe it necessary to comply with a legal process, law enforcement investigation, or government request. We may also divulge collected information in response to fraud or technical security issues or in matters of public safety. Any such disclosure will be tailored to disclose only the specifically requested information to the requesting authority.

International Visitors and Use Outside the U.S.

Our services are operated and managed on servers located within the United States. If you are using our services outside the United States, you consent to having your information and data transferred to the United States for the purpose of performing the services according to our Terms of Service. If you are in any jurisdiction with laws or regulations governing internet use, including collection, use, and disclosure of personal data, different from those of the United States, you may only use our services in a manner that is lawful in your jurisdiction. Please do not use our services if use of our services is unlawful in your jurisdiction.

This paragraph outlines our compliance with the General Data and Protection Regulation (GDPR) of the European Union and other applicable data protection laws. Starfall is the company that controls your data and is sometimes called the 'data controller' within the terms of the GDPR. We maintain records of all requests and our responses with respect to issues addressed in this Privacy Policy. Under the GDPR, we must maintain a data inventory and data flow mapping for compliance purposes. You have various rights under data protection laws and you have the right, without charge, upon verification of identity, to:

- 1. Request a copy of the personal information about you that we have
- 2. Correct any inaccuracies in personal data about you that we have
- 3. Withdraw your consent where we have requested your consent to process information
- 4. Delete personal information within legally prescribed limitations
- 5. Lodge a complaint with the appropriate public authority if you have any concerns about how we process or retain your data

If you have any questions or requests concerning these rights, please contact us at helpdesk@starfall.com and your inquiry will be responded to as soon as possible but within 30 days of our receipt of your request. We have appointed an internal Data Protection Officer for you to contact if you have any questions regarding our privacy policy or if you wish to exercise your data protection rights. Your first point of contact should be with our customer service team that can be contacted at helpdesk@starfall.com. The Data Protection Officer for residents of the European Union may be contacted at helpdesk@starfall.com.

COPPA and FERPA

We do not collect personal information from children or track children's progress. Children do not provide personal information to use and access our services. The Starfall websites and apps directed toward children operate in accordance and are consistent with the Children's Online Privacy Protection Act (COPPA) and the Family Educational Rights and Privacy Act (FERPA).

Security

Our servers are located in a secured, locked, and monitored environment. Data access is controlled by several firewall layers. Since no system is absolutely fail proof, we cannot guarantee the absolute security of your information. However, we employ physical, technical and administrative security measures designed to safeguard user information that follow or exceed industry standards.

Advertising and Social Media

Starfall does not display any advertising to children on our websites or apps. We strongly believe that children should not be the targets of marketing efforts during their educational experience. Resources for grown-ups, specifically those found on the Starfall Parent-Teacher Center™ and the Starfall Store™, may contain links to social media services, but are kept separate from children's activities and safeguarded behind a parent gate.

Updates

We may make changes to this privacy policy from time to time and will notify you of changes by posting the revised privacy policy with an updated date of revision on our websites. If we change this privacy policy in a material manner, we will do our best to notify you of the changes by posting a notice on our websites. Your continued use of our services following the effective date of such update constitutes your acceptance of the revised policy.

Contact Information

Please contact Starfall with any questions or comments.

By email: helpdesk@starfall.com

By mail: Starfall Education Foundation, PO Box 359, Boulder, CO 80306

Starfall Terms of Service

Last Updated: 18 February 2020

Welcome and thank you for your interest in Starfall Education Foundation, a 501(c)(3) organization ("Starfall," "we," and "our"). These Terms of Service ("Terms") apply to any Starfall branded websites, mobile applications, and software (collectively the

"Services") whether accessed via computer, mobile device or otherwise. By joining Starfall as a member, purchasing a subscription to, or using the Services, you agree to be bound by these Terms.

In these Terms, "you" refers to an adult user, who will be responsible for ensuring that any child or student authorized by you to use the Services does so in accordance with these Terms. Please read our Privacy Policy, which is incorporated into and considered a part of these Terms.

Ownership

The Services and associated websites, subdomains, contents, links, software, interfaces, mobile products, applications, graphics, images, video, code, sounds, music, games, videos, applications, all audio visual or other material appearing on the Services, the design and appearance of the Services, and the accompanying

information and documentation (collectively, "the Content"), are owned by or licensed to Starfall, subject to copyright, trademark and other intellectual property rights under United States and foreign laws and international conventions.

We reserve all rights to the Content. Notwithstanding the previous sentence, certain Content is made available for download or printing, you may print or download the page or the available material, as applicable, solely for your classroom, personal, non-commercial use subject to the Use License (described below).

License to Use

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distribute, duplicate, republish, copy, sell, resell, or otherwise exploit or make any commercial use of the Services or the Content; except with our express prior written consent.

Memberships

If you have joined Starfall as a member, there may be a limitation on the number of users that may access the Services depending on the type of membership. Members may cancel and request a refund at any time within the first 30 days of activation.

Subscriptions

You may download certain Starfall applications to be used on mobile devices, such as smartphones or tablets ("Apps"). If you have downloaded or purchased a subscription from a third party app store (e.g. Apple, Amazon, GooglePlay), you acknowledge that your use of Apps is subject to their respective terms of use. A third party app store may have a practice of auto-renewal of subscriptions, which is outside of Starfall's control. Additionally, these third party app stores may be third party beneficiaries of these Terms.

Use of the Apps may be subject to standard messaging, data and other fees that may be charged by your network carrier.

Termination

You may stop using the Services at any time and in your sole discretion, with no need for justification, just contact Starfall and request to delete your account. If your account is deleted, your Use License to the Services will terminate immediately. We reserve the right to discontinue the Services or suspend or terminate your account, without notice, for any reason and without any obligation to you or any third party. Upon discontinuance of the Services, suspension or termination of your account, or upon notice from Starfall, your Use License to the Services will terminate immediately.

International Use

Starfall operates the Services in the United States. If you choose to access the Services from locations outside the United States, you consent to the collection, transmission, use, storage, and processing of content and data (including your

personal information) in the United States. You also agree to comply with and are solely responsible for ensuring compliance with all local laws, regulations, and rules in the jurisdiction in which you reside or access the Services, if and to the extent local laws are applicable to use of the Services. We do not

represent that the Services are appropriate or available for use in jurisdictions outside the United States. The right to access and use the Services is not granted in jurisdictions, if any, where it may be prohibited, or where your use would render Starfall in violation of any applicable laws or regulations, including without limitation, applicable privacy laws.

Disclaimer of Warranties and Limitation of Liability

THE SERVICES INCLUDING THE CONTENT ARE PROVIDED BY STARFALL ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SERVICES OR THE CONTENT. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICES AND CONTENT IS AT YOUR SOLE RISK.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE SERVICES OR THE CONTENT IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. IN NO EVENT SHALL STARFALL OR ANY OF OUR DIRECTORS, OFFICERS, OR EMPLOYEES, BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING FROM THE USE OF THE SERVICES OR CONTENT. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL STARFALL'S TOTAL LIABILITY TO YOU IN CONNECTION WITH YOUR ACCESS TO AND USE OF THE SERVICES AND YOUR RIGHTS UNDER THESE TERMS EXCEED THE AMOUNT PAID BY YOU TO STARFALL DURING THE PREVIOUS 12 MONTHS FOR ALL POSSIBLE DAMAGES, LOSSES, AND CAUSES OF ACTION.

Miscellaneous

You agree to check these Terms periodically for new information and terms that govern your use of the Services. We reserve the right to make changes to the Services, our policies, and these Terms at any time. Posting the modified Terms will give effect to the revised terms and your continued use of the Services indicates your acceptance of any revised terms. If you do not agree to the revised terms, stop using

the Services immediately. These Terms constitute the entire understanding between Starfall and you with respect to its subject matter and cannot be altered or amended except as outlined above. If any of the terms or conditions in these Terms shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition. We may assign our rights and obligations under these Terms, in whole or in part, to any party at any time without any notice. These Terms may not be assigned by you, and you may not delegate your duties under them. No waiver by Starfall of any of these Terms will be of any force or

effect unless made in writing and signed by a duly authorized officer of Starfall. It is Starfall's policy to respond to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act. If you wish to report an alleged infringement, please notify us (see Contact Information below) and you will receive a prompt response. The parties hereby consent to the exclusive jurisdiction of the United States District Court for the District of Colorado and the state courts of the State of Colorado to resolve any and all disputes arising out of or in any manner related to the subject matter of these Terms. These Terms shall be governed by the laws of Colorado and the United States of America.

Contact Information

Please contact Starfall with any questions or comments.

By email: helpdesk@starfall.com

By mail: Starfall Education Foundation, PO Box 359, Boulder, CO 80306