

## **PeerSquared Privacy Policy (Last updated: April, 2020)**

This privacy policy (“Privacy Policy”) applies to all products and services offered by PeerSquared, Inc. (“PeerSquared,” “we,” or “us”) and you, and govern your use of PeerSquared’s services. This Privacy Policy explains: (1) what information PeerSquared collects from you, and why we collect it; (2) how we use and share that information; and (3) the choices and rights you have, including how to access, update, delete your information, and take your information out of PeerSquared. By using and/or continuing to use the Services, you acknowledge that you accept and agree to this Privacy Policy.

### **Overview**

We will only collect, use, and share your personal information in accordance with this Privacy Policy. This policy applies whether you log in to use PeerSquared through <peer-squared.com> (the “PeerSquared Platform”), any future mobile applications (the “PeerSquared Apps”), or any of our other products or services that link to this Privacy Policy that PeerSquared may provide now or in the future (collectively, the “Services”). In addition, this Privacy Policy also covers PeerSquared’s treatment of any personal information about our users that our partners or other services might share with us. This Privacy Policy does not apply to websites or services or practices of companies that PeerSquared doesn’t own or control, such as third-party services you might access through links or other features on the Services. These other services have their own privacy policies, and we encourage you to review them before providing them with personal information.

### **What is PeerSquared?**

The PeerSquared Platform is a school communication platform that allows schools to provide additional resources to students through scheduling peer tutoring sessions and engaging the school community.

### **How does PeerSquared protect children’s personal information?**

Protecting children’s privacy is especially important to us. This Privacy Policy and our practices with respect to the operation of the Services applies to students age thirteen (13) years old and above. For certainty, this Privacy Policy and our practice with respect to the Services is not intended for students under age thirteen (13) years old.

### **What information does PeerSquared collect from children, and how is it used?**

PeerSquared collects the minimal amount of information from students necessary to register for an account on the Services. This information is necessary to enable us to comply with legal obligations and given our legitimate interest in being able to provide and improve the Services and for security and safety purposes.

### **Student Account Creation**

Currently Student Accounts are created in the following ways: (1) by the student’s parent; (2) by the student’s teacher; or (3) by the student themselves if the teacher elects to provide the student with a unique code.

(1) By the parent: If a parent is creating an account for their child, we will first require your consent. In order to comply with applicable laws, which govern the online collection of data from children, PeerSquared may take additional steps to verify that the user granting permission for the creation of a child’s student account is his or her parent or legal guardian. To create your child’s Student Account, your child’s teacher, School Personnel, or PeerSquared will first send you an email requesting that you make an account for your child. The email will include a link to PeerSquared’s Terms of Service and Privacy Policy via Google Forms or PeerSquared’s Platform, which you are required to accept in order to create a child’s student account. Upon completion, PeerSquared will then allow you to create your child’s student account.

(2) By the student’s teacher: If a student’s school or teacher elects to utilize Student Accounts in school or otherwise sets up a Student Account, the school will be responsible for obtaining any necessary parental consent (including if they choose to act as the agent of the parent and consent on the parent’s behalf - commonly referred to as “school consent”) to create the Student Account on behalf of the student and let students access their accounts. If the teacher is creating the Student’s Account, the teacher will be able to do so using a code unique to each school. The teacher will provide the student’s name and other required information to set up the account. Students can enter their account directly and log in and start using their Student Account. Additionally, teachers may choose to allow students to log in on the Services using their G-Suite for Education or other Google Accounts (“Google Login(s)”). Please note that if you, as a parent, provide an email to the school when the

school is obtaining parental consent, we may send an email out to you asking you to verify your child's account.

(3) By the student: Alternatively, a teacher may choose to allow students to set up their own Student Account using the unique code provided by the teacher. When students set up their own PeerSquared Student Account, we ask for the student's school email, a password and other information required in addition to the unique code they have been given by their school. We also ask for the child's age, and a parent or guardian email address from the child so we can seek verifiable parental consent. We will not use parent emails provided this way to market our Services to the parent, unless the parent has opted in to email marketing or has separately created an account on our Services.

### **Content Uploading**

Once a Student Account is created, and parental consent is obtained, students will be able to upload documents for educational purposes only, including but not limited to forms utilized by students and tutors which may be sent to teachers and parents via G-Suite for Education, as well as email (which may contain personal information) to their Student Account which will be collected by PeerSquared once the content has been actively saved by the child within the Services. Until the content is actively saved by the child, it is temporarily stored locally on the child's device. The documents can only be viewed by the student, the student's teachers and school leaders, and the limited information shared between students and tutors. If the school or teacher elects to utilize Student Accounts in the classroom, the school will be responsible for obtaining any necessary parental consent.

### **Location Information**

We do not request precise location data from students and no student location data is available publicly. From students, the primary form of location data is based on IP Address.

### **General Data Collection**

We automatically collect certain information from any use of our Services as set forth in the "Information collected automatically" section, this includes device data and product event data from the child's device. These are collected for internal analysis on product usage and quality and we may also use it to track progress in the Services, and for sending push or email notifications to the child (as set forth below) to encourage them to take certain actions in the PeerSquared Services.

We also receive from the child's teacher (and link to the student's account) whatever name he or she has provided for the student, the student's grade, and content uploaded by the teacher to the Student's Account.

We use the information we collect from students to provide and improve the Services to the child, for educational, security and safety purposes, as required by law, or to enforce our Terms. We will not require children to provide more personal information than is reasonably necessary in order to participate in the Services. We do not disclose any personal information about children to third-parties, except to service providers necessary to provide the Services, authorized school personnel as directed by the child's school, as directed by the child's parents, as required by law, or to protect the security of the Services or other users. Information collected from students (including personal information and information collected automatically) is not used or disclosed for third-party advertising.

### **What Children's Information is Visible to Others?**

No Student's Account or profile is made available or visible to the public through PeerSquared. Only the student, the student's parents, and the student's teachers or school leaders can see the student's profile and user information. Only communications relating to peer tutoring between students and tutors will be available to one another. Students and tutors will not be able to view one another's Student Account. No child can upload content (such as a drawing or document) to the Services except through their Student Account.

### **How Long Does PeerSquared Keep Children's Information?**

We will not retain a child's personal information for any longer than is necessary for educational purposes or legal obligations, or to provide the Services for which we receive or collect the child's personal information. Additionally, we only keep a child's personal information for as long as his or her Student Account is active, unless we are required by law or the child's school (for Student Accounts) to retain it, need it to ensure the security of our community or our Services, or to enforce our Terms. More specifically, PeerSquared operates the

following student data protection policy to protect all students' information:

1. **Minimal information:** PeerSquared collects the minimal amount of information from students necessary to use the Services. For more information, see above. In addition to the information entered by the child, we automatically collect some information from any use of our Services as set forth in the "Information collected automatically" section.
2. **Deleting inactive Student Accounts:** If a student's Student Account is inactive for twelve months or more (meaning no student has logged into their account), PeerSquared will automatically delete the Student Account. Please note that certain content (a) within a Student Account; or (b) uploaded by a student may be kept after deletion of a Student Account as we are required to retain these at the direction of the school (e.g., for legal compliance reasons such as maintenance of "education records" under FERPA or "Student Data" under state student privacy laws).

## **Parental Choices**

### *Access, Correction and Deletion Rights*

1) If a child, with parental consent, sets up their own Student Account or a parent or guardian sets up their child's Student Account: If your child's Student Account was set up directly by your child (with your consent) or you as their parent or legal guardian, set up their Student Account, you may access, review, correct, or delete any of your child's personal information in the Services by emailing <support@peer-squared.com> with the same email used to approve our Terms of Service and Privacy Policy. Please note however, that any content uploaded that is requested as part of a Student Account, class at a school, or otherwise directed by your child's teacher or school, is retained at the direction of the school; to correct or delete this content, please contact the appropriate official at your child's school. If the school determines that the request should be implemented, the school may either make the change themselves or submit the request to PeerSquared by emailing <support@peer-squared.com>.

2) If your child's Student Account was set up by your child's school (e.g., to allow the student to login via a code, or Google Login): If your child's school set up their Student Account directly and obtained your consent (or chose to act as an agent and consent on your behalf), please contact the appropriate official at your child's school to access, review, correct or delete any of your child's personal information in the Services. If the school determines that the request should be implemented, the school may either make the change themselves or submit the request to PeerSquared by emailing <support@peer-squared.com>.

For either method described above, we will use commercially reasonable efforts to process such requests in a timely manner consistent with applicable law.

## **Stop Collecting Further Personal Information**

Additionally, at any time, for future Premium Features, you can refuse to permit us to collect further personal information from your child by emailing <support@peer-squared.com> from the same email used to approve our Terms of Service and Privacy Policy. Please keep in mind that deleting records may require us to terminate the account in question.

## **What information does PeerSquared collect?**

We collect two types of information about you: (1) information that you voluntarily provide us by using the Services (described below under "Information you provide to us") and (2) information collected automatically as result of your use of the Services (described below under "Information collected automatically"). We may also receive information about you from third-party sources (as described below under "Information Received from Third-Party Sources"). The types and amounts of information collected will vary depending on whether the user is a teacher, school leader, parent, or student and how they use PeerSquared (e.g., if teachers join their school, we may need to collect school address information).

## **Information you provide to us**

We ask for and collect the following personal information about you when you use the Services. This information is necessary for the adequate performance of the contract between you and us, for our legitimate interest in being able to provide and improve the Services, and to allow us to comply with our legal obligations. Without it, we

may not be able to provide you with all the requested Services.

There is currently one category of users on our Services: students. Tutors who use our Services are also students, and need to follow all of the Terms of Service and Privacy Policy requirements that are required by students. We describe the information collected from students in the “How We Protect Children’s Personal Information” section above.

### **Information collected automatically**

When you use the Services, we, or our service providers, may use various technologies that automatically record or collect certain information, including personal information, from your browser or your device about the Services you use and how you use them. This information is necessary for the adequate performance of the contract between you and us, to enable us to comply with legal obligations and given our legitimate interest in being able to provide and improve the Services. For example, this could include the frequency and duration of your visits to PeerSquared. If we do combine any automatically-collected information with personal information, we will treat the combined information as personal information, and it will be protected as per this Privacy Policy. The technologies and information we automatically collect include:

- **Cookies and other similar technologies:** We (or our service providers) may use cookies or similar technologies to identify your browser or device. We (or our service providers) may also use these technologies (never in student logged in areas of our Services) in connection with advertising of our Services that may appear on other sites or in connection with advertising their products outside of our Services. We don’t allow these third-parties to advertise directly on our Services, but we may serve contextually relevant advertising for third-party products and services ourselves that we believe may be of interest to you.
- **Local storage:** We may also use, collect, and store information and preferences locally on your device using mechanisms such as browser-based web storage (including HTTP cookies and HTML5) and application data caches.

Like many services, PeerSquared (or our service providers) uses both local storage and cookies and other similar technologies to analyze trends, gather demographic information about our users, understand your engagement with the Services, administer the Services, tailor the Services for you, and to help the Services work better for you - for example, by remembering your language preferences.

- **Device information:** We collect device-specific information such as your device type, device brand, operating system, hardware version, device settings, file and software names and types, battery and signal strength, and device identifiers. This helps us measure how the Services is performing, improve PeerSquared for you on your particular device, and send you push notifications if you have opted in to receive them.
- **Server log information:** Like most online services, when you use our Services we automatically collect and store certain information in our server logs. Examples include: (1) details of how you used our Services, such as your activity on the Services (including product event data used to track progress or user activity), and the frequency and duration of your visits to the Services (similar to TV ratings that indicate how many people watched a particular show); (2) telephone log information – e.g., your phone number and SMS routing information; (3) IP address; and (4) device event information such as crashes, system activity, hardware settings, browser type, browser language, the date and time of your request and referral URL.
- This information helps us make decisions about what we should work on next - for example, by showing which features are most popular and to send notifications to a device (such as push notifications if the user opted in) to encourage the user to finish an activity or start the next activity. We may use your IP address and share it with third parties to help diagnose problems with our servers, for security purposes, to manage the Services, to enhance the Services based on usage pattern data and, for analytics and for advertising.

We will not store or track your precise device location on an ongoing basis or without your permission. We do not share precise geolocation data with third-parties, other than our service providers as necessary to provide the Services. If you no longer wish to allow us to track your location information, you may opt-out at any time by turning it off at the device level.

### **Information received from third-party sources**

We may also obtain information, including personal information, from third-party sources to update or supplement the information you provided or we collected automatically. This may include aggregated anonymous information or certain personal information that may be provided to us. If we receive personal information from third-parties, we will handle it in accordance with this Privacy Policy.

### **How does PeerSquared use or share the information it collects?**

PeerSquared does not sell, share, rent, or license any of your, or your child's, personal information to any third-party for any purpose - including for advertising or marketing purposes. We use automatically collected information (described in the "Information collected automatically" section herein) to provide and support our Services, and for the additional uses described in this section of our Privacy Policy. We process this information given our legitimate interest in improving the Services and our users' experience with it, in protecting the Services, where necessary for the adequate performance of the contract with you, and to comply with applicable laws.

### **Other Users You Share and Communicate with on PeerSquared**

No student profiles are made available to the general public through our Services. Furthermore, students cannot share their account information with anyone on PeerSquared, outside of their parents, teachers, or school leaders. If you are a tutor, you may choose to share information or content related to peer tutoring through the Services to the student(s) you tutor and vice versa. Please keep in mind that information (including personal Information or children's personal information) or content that you voluntarily disclose to others - including to other PeerSquared users you interact with through the Services - can be viewed, copied, stored, and used by the people you share it with. We cannot control the actions of people with whom you choose to share information and we are not responsible for the collection, use or disclosure of such information or content by others.

### **Third-party integrations on our Services**

When, as a student, you use third-party apps, websites or other services that use, or are integrated with, our Services, they may receive information about what you post or share.

### **Service Providers**

We do work with vendors, service providers, and other partners to help us provide the Services by performing tasks on our behalf. We may need to share or provide information (including personal information) to them to help them perform these business functions, for example sending emails on our behalf, database management services, database hosting, providing customer support software, and security. We may also authorize these third-party companies to collect information on our behalf. These providers have limited access to your personal information to perform these tasks on our behalf, and are contractually bound to protect and use it only for the purpose for which it was disclosed. Additionally, these partners and service providers are obligated adhere to confidentiality and security obligations in a way that is consistent with this Privacy Policy.

### **Analytics Services**

We may use analytics services, including mobile analytics software, to help us understand and improve how the Services is being used. These services may collect, store and use information in order to help us understand things like how often you use the Services, the events that occur within the application, usage, performance data, and from where the application was downloaded.

### **Legal Requirements**

We may disclose information, including personal information, if we have a good faith belief that doing so is necessary to comply with the law, such as complying with a subpoena or other legal process. We may need to disclose personal information where, in good faith, we think it is necessary to protect the rights, property, or safety of PeerSquared, our employees, our community, or others, or to prevent violations of our Terms of Service or other agreements. This includes, without limitation, responding to law enforcement and government requests.

Where appropriate, we may notify users about the legal requests, unless (i) providing notice is prohibited by the legal process itself, by court order we receive, or by applicable law; (ii) we believe that providing notice would be futile, ineffective, create a risk of injury or bodily harm to an individual or group, or create or increase a risk of fraud upon PeerSquared, or its users. In instances where we comply with legal requests without notice for these reasons, we will attempt to notify that user about the request after the fact where appropriate and where we determine in good faith that we are no longer prevented from doing so.

### **Fraud and Security Protection**

We may share information to assist with security operations for scheduled penetration testing, auditing, and continuous improvement of our security practices, including without limitation, exchanging information with other companies and organizations for fraud protection. Authorized parties of the information would comply with our current privacy and security policies.

### **With your consent**

Other than the cases above, we will not disclose your personal information for any purpose unless you consent to it.

### **How does PeerSquared protect and secure my information?**

Your PeerSquared account is protected by a password or a code. You can help us protect against unauthorized access to your account by keeping your password or code secret at all times. The security of your personal information is important to us. We work hard to protect our community, and we maintain administrative, technical and physical safeguards designed to protect against unauthorized use, disclosure of or access to personal information. Although we make good faith efforts to maintain the security of personal information, and we work hard to ensure the integrity and security of our systems, no practices are 100% immune, and we cannot guarantee the security of information. Outages, attacks, human error, system failure, unauthorized use or other factors may compromise the security of user information at any time. If we learn of a security breach, we will attempt to notify you electronically (subject to any applicable laws and school reporting requirements) so that you can take appropriate protective steps; for example, we may post a notice on our homepage <peer-squared.com> or elsewhere on the Services, and may send email to you at the email address you have provided to us. Depending on where you live, you may have a legal right to receive notice of a security breach in writing.

### **PeerSquared's commitments to providing Transparency and Your Rights**

You control the personal information you share with us. You can access or rectify this information at any time. You can also delete your account.

You may exercise any of these rights described in this section by sending an email to <support@peer-squared.com> from the same email used to create your PeerSquared account. Please note that we may ask you to verify your identity before taking further action on your request, for example by requiring you to provide acceptable forms of personal identification as set forth here.

### **Access or correct your personal information**

PeerSquared aims to provide you with easy access to any personal information we have collected about you and give you easy ways to update it or delete it, unless we have to keep that information for legitimate business purposes (e.g., we need at least an email address for your account if you maintain an account with us) or legal purposes. You have the right to correct inaccurate or incomplete personal information concerning you (and which you cannot update yourself within your PeerSquared account) by contacting us at <support@peer-squared.com>.

**Managing Your Information:** If you have registered for an account on PeerSquared, you may update, correct, or delete some of your profile information or your preferences at any time by logging into your account on PeerSquared and accessing your account settings page. You may have to verify your identity before you can do that. You may also, at any time, update, correct, or delete certain personal information that you have provided to us by contacting us at <support@peer-squared.com> from the email used to create your PeerSquared account. We will respond to your request within a reasonable timeframe.

**Accessing Your Information:** Upon request, PeerSquared will provide you with information about whether we hold any of your personal information, and, if you are a user of PeerSquared, you may request access to all your

personal information we have on file by contacting us at <support@peer-squared.com> from the email used to create your PeerSquared account. In some cases, we won't be able to guarantee complete access due to legal restrictions - for example, you will not be allowed to access files that contain information about other users or information that is confidential to us. We may reject requests for access, change or deletion that are unreasonably repetitive (more than two times per year for access rights), risk the privacy of others, or would be extremely impractical (for instance, requests concerning information residing on backup systems). Where we can provide information access and correction, we will do so for free, except where it would require a disproportionate effort or if more than two times a year for access rights.

### **How can I delete my account?**

If you ever want to delete your account (or you want to delete your child's account, if you are his or her parent), you can do that at any time by contacting us at <support@peer-squared.com> from the email used to create your PeerSquared account. When you delete your account, we delete your profile information and any other content you provide in your profile (such as your name, username, password, and email address). Information that you have shared with others, others have shared about you, or content other users may have copied and stored, is not part of your account and may not be deleted when you delete your account. This includes, for example, any content uploaded, including documents on a Student Account. Additionally, some content within a Student Account, such as content uploaded by the student, will be kept after the Student Account is deleted for school legal compliance reasons. If you would like this content deleted, please first put in a request to your (or your child's) school. If the school determines that the request should be implemented, the school may submit the request to PeerSquared by emailing <support@peer-squared.com>. We aim to maintain our Services in a manner that protects information from accidental or malicious destruction. Because of this, even after you update or delete personal information you have provided us from our Services, your personal information may be retained in our backup files and archives for a reasonable period of time as necessary for our legitimate business interests, such as fraud detection and prevention and enhancing safety. If you are a California resident, we may also retain personal information as set forth under the California Consumer Privacy Act ("CCPA"). For example, if we suspend a PeerSquared account for fraud or safety reasons, we may retain certain information from that account to prevent that user from opening a new account in the future. Also, we may retain and use your personal information to the extent necessary to comply with our legal obligations.

### **Object, Restrict, or Withdraw Consent**

Where you have provided your consent to the processing of your personal information by PeerSquared you may withdraw your consent at any time by changing your account settings or by sending a communication to PeerSquared specifying which consent you are withdrawing.

In some jurisdictions, applicable law may entitle you to require PeerSquared not to process your personal information for certain specific purposes (including profiling) where such processing is based on legitimate interest. If you object to such processing PeerSquared will no longer process your personal information for these purposes unless we can demonstrate compelling legitimate grounds for such processing or such processing is required for the establishment, exercise or defense of legal claims. Additionally, in some jurisdictions, applicable law may give you the right to limit the ways in which we use your personal information, in particular where (i) you contest the accuracy of your personal information; (ii) the processing is unlawful and you oppose the erasure of your personal information; (iii) we no longer need your personal information for the purposes of the processing, but you require the information for the establishment, exercise or defense of legal claims; or (iv) you have objected to the processing as set forth below and pending the verification whether the legitimate grounds of PeerSquared override your own.

Please note that if you do not want to receive legal notices from us, such as this Privacy Policy, those legal notices will still govern your use of the Website, and you are responsible for reviewing those legal notices for changes.

### **Third-party Authentication Services**

If you decide to register for a PeerSquared account through an authentication service, such as Google Login ("Authentication Service"), PeerSquared may collect personal information that is already associated with your account connected to the Authentication Service. If you choose to provide such information during registration,

you are giving PeerSquared the permission to store and use such information already associated with your Authentication Service in a manner consistent with this Privacy Policy. The current list of Authentication Services that we use is listed here. Please note, that when using an Authentication Service for registering a student (or if a student is directly using their own Authentication Service), PeerSquared will not request more information from the Authentication Service than name and email address unless specifically requested or chosen to be passed by the teacher or school to PeerSquared. We will only use the email collected from student users for the purposes of login and account management. The Authentication Service may collect certain other information from you in your use of that particular service (such as G-Suite for Education). You may revoke PeerSquared's access to your account on any Authentication Service at any time by updating the appropriate settings in the account preferences of the respective Authentication Service. You should check your privacy settings on each Authentication Service to understand and change the information sent to us through each Authentication Service. Please review each Authentication Service's terms of use and privacy policies carefully before using their services and connecting to our Services. Your use of Authentication Service is subject to the applicable third-party terms and privacy policies.

### **Third-party Services**

The Services may contain links to websites, applications, services, or other content provided by third-parties (e.g., video players). Your use of these features may result in the collection, processing and sharing of information about you, depending on the features. Any information, including personal information, you choose to provide or that is collected by these third-parties is subject to that third-party's policies governing privacy and security and is not covered by our Privacy Policy. These other websites may place their own cookies or other files on your computer, collect data or solicit personal information from you, including if you view a video through an embedded video player which is played off our Services, but may appear to still be playing on our Services. The fact that we link to a website or other third-party content is not an endorsement, authorization or representation that we are affiliated with that third-party, nor is it an endorsement of their privacy or information security policies or practices. We are not responsible for the content, features, privacy and security practices and policies of any third-parties. We encourage you to learn about third-parties' privacy and security policies before providing them with personal information.

### **How will PeerSquared notify me of changes to this policy?**

We may update this Privacy Policy as our business practices and legal requirements evolve or to further protect our users. You can see when the last update was by looking at the "Last Updated" date at the top of this Privacy Policy. If we make any significant changes, we will provide notice by posting a notice on the Services and/or notifying you by email (using the email address you provided), so you can review and make sure you know about them. In addition, if we ever make material changes to the types of personal information we collect from children, or how we use it, we will notify parents in order to obtain parental consent or notice for those new practices and provide schools with the necessary information about these changes where they have obtained parental consent (or acted as the agent of the parent and provided consent on their behalf). We encourage you to routinely review this Privacy Policy, to stay informed about our collection, use, and disclosure of personal information through the Services. If you do not agree with this Privacy Policy or any changes to the Privacy Policy, you may terminate your account. By continuing to use the Services after the revised Privacy Policy has become effective, you acknowledge that you accept and agree to the current version of the Privacy Policy.

### **California Privacy Disclosures**

#### **Your Rights and Choices:**

If you are a California resident, you have the right to request that PeerSquared disclose certain information to you about our collection and use of your personal information over the past twelve (12) months. Please see this chart for the detailed categories of personal information we collect from each user type, including the sources from which the information was collected, the business purpose for which the information was collected and the third parties with whom we share or disclose personal information for a business purpose. California consumers also have specific rights of access, deletion and data portability regarding their personal information under the CCPA. If you are a California resident, you have the right to request that PeerSquared provide the specific pieces of information that we have collected about you. You also have the right to request deletion of your personal information collected or maintained by PeerSquared. We provide these same rights to all users. If you are a



California resident, you may also designate a natural person or business entity registered with the California Secretary of State to act on your behalf to exercise these rights. We will not discriminate against you for exercising any of your rights under CCPA. Unless permitted by the CCPA, we will not deny you goods or services, or charge you different prices or rates for goods or services, including granting discounts or other benefits, or imposing penalties.,

**Do Not Sell:** As stated throughout this Privacy Policy, PeerSquared does not sell, and will not sell, personal information of any PeerSquared Services user to any third-party for any purpose - including for advertising or marketing purposes. Furthermore, we do not share or disclose personal information with any third-parties except in the limited circumstances described in this Privacy Policy and as set forth here.

**Do Not Track:** Do Not Track (“DNT”) is a privacy preference that users can set in certain web browsers to inform websites and services that they do not want certain information about their webpage visits collected over time and across websites or online services. However, we do not recognize or respond to browser-initiated DNT signals, as the Internet industry is still working to determine what DNT means, how to comply with DNT, and how to create a common approach to responding to DNT. For more information on “do not track,” please visit [www.allaboutdnt.org](http://www.allaboutdnt.org). Third-parties that have content embedded on the Services, such as a social feature, or an embedded video player, may set cookies on a user’s browser and/or obtain information about the fact that a web browser visited the Services from a certain IP address. Third-parties cannot collect any other personally identifiable information from the Services unless you provide it to them directly.

#### **Notice for Minors (users under 18)**

If you are under the age of 18, or the parent of a child using PeerSquared under the age of 18 residing in California, you are entitled to request removal of content or information you (the minor) have publicly posted on our Services. Currently, we do not allow minors to post content to share publicly, but we do still allow minors the option to delete personal information associated with their user accounts or content that they upload through their Student Account, which is not shared publicly. Although we offer deletion capabilities on our Services, you should be aware that the removal of content may not ensure complete or comprehensive removal of that content or information posted through the Services, as there may be de-identified or recoverable elements of your content or information on our servers in some form. Additionally, we will not remove content or information that we may be required to retain at the direction of the school or under applicable laws.

#### **“Shine the Light” Law**

Pursuant to California Civil Code Section 1798.83(c)(2), PeerSquared does not share personal information with third parties for their own direct marketing purposes unless you affirmatively agree to such disclosure. California customers can receive more information about our compliance with this law or to make a request under California Civil Code Section 1798.83 by sending us an email at <[support@peer-squared.com](mailto:support@peer-squared.com)> or by writing to us as set forth in “How Can I Contact PeerSquared with Questions” section below.

#### **How can I contact PeerSquared with questions?**

If you have any questions or concerns about this Privacy Policy or how we protect our community, please contact us at <[support@peer-squared.com](mailto:support@peer-squared.com)> or you may also write to us at: PeerSquared, Inc. | 1432 West Roadrunner Drive | Chandler, Arizona 85286