

BIZWORLD.ORG PRIVACY POLICY

Effective Date:05/12/2017

Introduction

Welcome! You have arrived at <http://bizworld.org> and/or are otherwise interacting with our Service (defined below), which is owned and operated by the BizWorld Foundation, Inc. (“**BW**” or “**we**,” “**our**” or “**us**”). This “**Privacy Policy**” governs your use of any online service location (e.g., web site or mobile app) that posts a link to this Privacy Policy (each a “**Site**”) (including, without limitation, both mobile and online versions), and also applies to your use of interactive features, widgets, plug-ins, applications, content, downloads and/or other services that we own and control and make available through a Site and/or that posts a link to this Privacy Policy (collectively, the “**Service**”), regardless of how you access or use them, whether via personal computers, mobile devices or otherwise. This Privacy Policy does not apply to our data collection activities offline or otherwise outside of our Service (unless otherwise stated below), and does not govern the data practices of third parties that may interact with our Service.

To the extent we provide you notice on our Service of different or additional privacy policies or practices (e.g., at the point of our collection), those additional terms shall govern such data collection and use.

In addition, please review the Service’s Terms of Service <https://www.bizworld.org/Terms-of-Use>, which governs your use of the Service. *By using our Service, you consent to our Privacy Policy and Terms of Service and our collection, use and sharing of your information and data, and other activities, as described below.*

1. What Information Does the Service Collect?

(a) Information You Provide to Us

Who You Are. Essentially, “you” refers to anyone who accesses and uses the Service. Within that category, you could also be an “Instructor” who registers and uses our Educator Portal offered through the Service, or you could be a “Student” in a class offered by an Instructor, who does not register on the Service but can access the service and perform certain activities regarding their work on BizWorld programs. We explain it more below.

Instructors; Personal Information and Demographic Information. On the Service, we may ask Instructors to provide us with certain categories of information such as: (1) personally identifiable information, which is information that identifies you personally, such as your first and last name, e-mail address, and zip code (“**Personal Information**”); and (2) demographic information, such as information about your gender and birthday (“**Demographic Information**”). We may collect this information through various forms and in various places on the Service, including account registration forms, or when Instructors otherwise interact with the Service. To the extent we combine Demographic Information with your Personal Information we collect directly from you on the Service, we will treat the combined data as Personal Information under this Privacy Policy.

Student Data. On the Service, Instructors have the option of enabling Student participation not just in the classroom environment, but also through the Service online. In that case, we will collect the first and last name of Student (but no emails, physical addresses or any other Personal Information), and information relating to the Student’s participation in the BizWorld programs via the worksheets, assessments and similar materials that Students are invited to contribute (collectively, the “**Student Information**”). Students do not create registrations or have profiles on the Service.

(b) Information Collected or Stored As You Access and Use the Service

In addition to any Personal Information or other information that you choose to submit to us via our Service, we and our third-party service providers may use a variety of technologies that automatically (or passively) store or collect certain information whenever you visit or interact with the Service (“**Usage Information**”). This Usage Information may be stored or accessed using a variety of technologies that may be downloaded to your personal computer, browser, laptop, tablet, mobile phone or other device (a “**Device**”) whenever you visit or interact with our Service. To the extent we associate Usage Information with your Personal Information we collect directly from you on the Service, we will treat it as Personal Information.

This Usage Information may include the URL that referred you to our Service, the areas within our Service that you visit and your activities there, including remembering you and your preferences, your Device characteristics; and certain other Device data, including the time of day, among other information.

We may use various methods and technologies to store or collect Usage Information (“**Tracking Technologies**”). Tracking Technologies may set, change, alter or modify settings or configurations on your Device. A few of the Tracking Technologies include, without limitation, the following (and subsequent technology and methods later developed):

Cookies. A cookie is a data file placed on a Device when it is used to visit the Service. A Flash cookie (or locally shared object) is a data file placed on a Device via the Adobe Flash plug-in that may be built-in to or downloaded by you to your Device. HTML5 cookies can be programmed through HTML5 local storage. Unlike Flash cookies, HTML5 cookies do not require a plug-in. Regular cookies may generally be disabled or removed by tools that are available as part of most commercial browsers, and in some but not all instances can be blocked in the future by selecting certain settings. Each browser you use will need to be set separately and different browsers offer different functionality and options in this regard. Also, these tools may not be effective with regard to Flash cookies or HTML5 cookies. For information on disabling Flash cookies, go to Adobe’s web site www.adobe.com. Please be aware that if you disable or remove cookies, Flash cookies, or HTML5 cookies on your Device, some parts of our Service may not function properly, and that when you revisit our Service your ability to limit cookies is subject to your browser settings and limitations.

Web Beacons. Small graphic images or other web programming code called web beacons (also known as “1x1 GIFs” or “clear GIFs”) may be included in our Service’s pages and messages. Web beacons may be invisible to you, but any electronic image or other web programming code inserted into a page or e-mail can act as a web beacon. Web beacons or similar technologies may be used for a number of purposes, including, without limitation, to count visitors to the Service, to monitor how users navigate the Service, to count how many e-mails that were sent were actually opened or to count how many particular articles or links were actually viewed.

We may use Tracking Technologies for a variety of purposes, including:

Strictly Necessary. We may use cookies or other Tracking Technologies that we consider strictly necessary to allow you to use and access our Service, including cookies required to prevent fraudulent activity, improve security or allow you to make use of shopping-cart functionality.

Performance-Related. We may use cookies or other Tracking Technologies that are useful in order to assess the performance of the Service, including as part of our analytic practices or otherwise to improve the content, products or services offered through the Service.

Functionality-Related. We may use cookies or other Tracking Technologies that are required to offer you enhanced functionality when accessing the Service, including identifying you when you sign-in to our

Service or keeping track of our specified preferences, including in terms of the presentation of content on our Service.

There may be other Tracking Technologies now and later devised and used by us in connection with the Service. Further, third parties may use Tracking Technologies in connection with our Service, which may include the collection of information about your online activities over time and across third-party web sites or online services. We may not control those Tracking Technologies and we are not responsible for them. However, you consent to potentially encountering third party Tracking Technologies in connection with use of our Service and accept that our statements under this Privacy Policy do not apply to the Tracking Technologies or practices of such third parties. Also, various third parties are developing or have developed signals or other mechanisms for the expression of consumer choice regarding the collection of information about an individual consumer's online activities over time and across third-party web sites or online services (e.g., browser do not track signals). Currently, we do not monitor or take any action with respect to these signals or other mechanisms.

(c) **Special Terms Regarding the Treatment of Student Information**

We comply with state and federal laws and regulations applicable to us, including those regarding the the collection, treatment, storage and protection of protected information regarding Students, including without limitation the federal Family Educational Rights and Privacy Act (20 U.S.C. Sec. 1232g) (“**FERPA**”), the federal Children’s Online Privacy Protection Act (“**COPPA**”), California Education Code section 49060 et seq., and the California Student Online Personal Information Protection Act (“**SOPIPA**”). In that regard, BW performs the following acts:

Scope of PII Collected. Personally identifiable information comprising the Student Information (“**PII**”) is limited to Student first and last name only. Student Information that contains PII is considered a “**Pupil Record**” under California law. Student Information which is not usable to identify an individual student, such as deidentified information, including aggregated deidentified information is not deemed a Pupil Record under California law and may be used as expressly permitted in this Privacy Policy.

Ownership of Pupil Records. As between you and BW, BW acknowledges that Pupil Records are owned by the school district in which the Student is enrolled (if applicable) (the “**District**”).

COPPA Consent. For purposes of COPPA, BW is obtaining consent from Instructor and the District, acting as agent for the Parent of the Student, for the limited collection and use of PII contained in Student Information for the educational purposes embodied in the Service. A “**Parent**” is the parent or legal guardian of a Student.

Access to Copies of Pupil Records and Correction of PII. Parents may obtain copies of, and correct, PII in Pupil Records as follows: the Parent must notify the Instructor (or the District) in writing, and the Student (or the District) will provide a written request to BW’s Operations & Database Manager and BW shall provide the Pupil Record in a format reasonably determined by BW within fifteen (15) days thereafter.

Deletion of Individual Pupil Record. Upon written request of the Instructor or District, BW will remove and delete the Pupil Record of a given Student.

Correction of Erroneous Information. Parents of Students, may review PII in the Pupil Records and correct erroneous information as follows: by notifying the Instructor (or the District) or their designee in writing of such request. The Instructor or District will meet with the Parent to review and correct any information in the Pupil Records. The District or Instructor will notify BW of the need to review and/or make corrections to any Pupil Records in writing, and BW shall provide such records and/or correct such errors within fifteen (15) days of receipt of written notice.

Process of Reporting Unauthorized Use or Access. BW, promptly following discovery, shall report to Instructor (or the District) of any use or disclosure of Pupil Records not authorized by this Privacy Policy. BW's report shall identify: (i) the nature of the unauthorized use or disclosure; (ii) the Pupil Records used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what BW has done or shall do to mitigate any effect of the unauthorized use or disclosure, and (v) what corrective action BW has taken or shall take to prevent future similar unauthorized use or disclosure. BW shall provide such other information, including a written report, reasonably requested by Instructor or the District. In the event of an unauthorized disclosure of Pupil Records, affected Parents of Students will be notified in writing and provided with details and next steps to address the specific unauthorized use or disclosure.

Return or Destruction of Pupil Records After Completion of Services. BW certifies that Pupil Records shall not be retained or available to BW upon completion of the term of the Services provided to Instructors. Following the termination of all such Services provided by BW to the Instructors, Pupil Records in the possession of BW shall be returned and/or destroyed, provided that (i) BW shall comply with any litigation hold or other order to preserve pupil records, and (ii) for clarity, such return and destruction obligations do not apply to Student Information which does not qualify as Pupil Records.

No Targeted Advertising. BW does not use third party advertising on the Service, and in all events will not use PII in any Student Information to engage in targeted advertising to Students.

(d) Interactions with Third-Party Services

The Service may include functionality that allows certain kinds of interactions between the Service and a third-party web site or application. In addition, we may provide third-party sites' interfaces or links on the Service to facilitate you sending a communication from the Service or connecting to our presence on those sites, such as Facebook or Twitter. These third parties may retain any information used or provided in any such communications or other activities and these third parties' practices are not subject to our Privacy Policy. BizWorld may not control or have access to your communications through these third parties. Further, when you use third-party sites or services, you are using their services and not our services and they, not we, are responsible for their practices. You should review the applicable third-party privacy policies before using such third-party tools on our Service.

2. How Do We Use the Information Collected?

Use of Information by Us. We may use your Personal Information, Demographic Information, Student Information or Usage Information that is subject to this Privacy Policy: (1) to provide Instructors with information or services or process transactions that you have requested or agreed to receive including to send you electronic newsletters; (2) to process Instructors' registration with the Service, including verifying that the Instructors' information is active and valid; (3) to improve the Service or our services, and to customize your experience on the Service; (4) to contact Instructors with regard to your use of the Service and, in our discretion, changes to the Service and/or Service's policies; (5) for internal business purposes; and (6) for purposes disclosed at the time you provide your information or as otherwise set forth in this Privacy Policy.

3. How and When Do We Share Information with Third Parties?

We may share non-Personal Information (including Student Information which has been rendered non-identifiable to a Student), such as aggregated user statistics or aggregated performance reports or recommendations or testimonials regarding our Service (where quotations are not associated with a user's full name), with third parties. We do not share Personal Information or Student Information that we have collected on our Service with third parties for those third parties' direct marketing purposes. In addition, we may share the information we have collected about you, including Personal Information, as disclosed as described below or otherwise in this Privacy Policy. BW may disclose your information as follows:

(a) When You Request Information From or Provide Information to Third Parties. You may be presented with an option on our Service to receive certain information and/or marketing offers directly from third parties or to have us send certain information to third parties or give them access to it. If you choose to do so, your Personal Information and other information may be disclosed to such third parties and all information you disclose will be subject to the third-party privacy policies and practices of such third parties. In addition, third parties may store, collect or otherwise have access to your information when you interact with their Tracking Technologies, content, tools apps or ads on our Service or link to them from our Service. This may include using third-party tools such as Facebook, Twitter, Pinterest or other third-party posting or content sharing tools and by so interacting you consent to such third party practices. We are not responsible for the privacy policies and practices of such third parties and, therefore, you should review such third-party privacy policies and practices of such third parties prior to requesting information from or otherwise interacting with them.

(b) Non-Profit Partners, and Third Parties Providing Services on Our Behalf. We may use third-party vendors to perform certain services on behalf of us or the Service, such as hosting the Service, designing and/or operating the Service's features, processing payments for purchases that Instructors may make via the Service, tracking the Service's activities and analytics, and enabling us to perform other administrative services. We may provide these vendors with access to user information, including Personal Information, to carry out the services that such vendors are performing for you or for us, respectively.

(c) To Protect the Rights of BW and Others. To the fullest extent permitted by applicable law, we may also disclose your information if we believe in good faith that doing so is necessary or appropriate to: (i) protect or defend the rights, safety or property of BW or third parties (including through the enforcement of this Policy, our Terms of Service <https://www.bizworld.org/Terms-of-Use> and other applicable agreements and policies); or (ii) comply with legal and regulatory obligations (e.g., pursuant to law enforcement inquiries, subpoenas or court orders). To the fullest extent permitted by applicable law, we have complete discretion in electing to make or not make such disclosures, and to contest or not contest requests for such disclosures, all without notice to you.

(d) Affiliates and Business Transfer. We may share your information, including your Personal Information, Student Information, Demographic Information and Usage Information with our parent, subsidiaries and affiliates ("**Affiliates**"). We also reserve the right to disclose and transfer all such information: (i) to a subsequent owner, co-owner or operator of the Service or applicable database; or (ii) in connection with a merger, consolidation, restructuring, the sale of substantially all of our interests and/or assets or other corporate change, including, during the course of any due diligence process.

4. What About Information I Disclose Publicly Or To Others?

Currently, the Service is not designed to enable Students to disclose information publicly via the Service, or to any third party other than your Instructor, and is not designed to enable Instructors to disclose information publicly via the Service.

5. Do Third-Party Content, Links To Third-Party Sites, and/or Third-Party Apps Appear on the Service?

The Service may contain content that is supplied by a third party, and those third parties may collect Usage Information when pages from the Service are served to you. In addition, when you are on the Service you may be directed to other services that are operated and controlled by third parties that we do not control. We are not responsible for the data collection and privacy practices employed by any of these third parties or their services and they may be tracking you across multiple sites and may be sharing the results of that tracking with us and/or others. For example, if you "click" on a link, the "click" may take you off the Service onto a different site. These other sites may associate their Tracking Technologies with you,

independently collect data about you, including Personal Information, and may or may not have their own published privacy policies.

Third-party applications may also be available via the Service. The owners of these applications (“**Third-Party Owners**”) may collect Personal Information and other data from you and may have their own policies and practices. We are not responsible for how Third-Party Owners or their applications collect or use your information and they may be tracking you across multiple sites and may be sharing the results of that tracking with us and/or others. These Third-Party Owners may have their own terms of service, privacy policies or other policies and ask you to agree to the same. We are not responsible for these third-party privacy policies or the practices of Third-Party Owners. Be sure to review any available policies before submitting any personally identifiable information to a third-party application or otherwise interacting with it and exercise caution in connection with these applications. We also encourage you to note when you leave our Service and to review the third-party privacy policies of all third-party locations and exercise caution in connection with them.

6. How Do I Change My Information and Communications Preferences?

Instructors are responsible for maintaining the accuracy of the information that Instructors submit to us, such as the Instructor’s contact information provided as part of registration. The Service may allow Instructors to review, correct or update Personal Information provided through the Service’s registration forms or otherwise, and Instructors may provide registration updates and changes by contacting us at support@bizworld.org. If so, we will make good faith efforts to make requested changes in our then active databases as soon as reasonably practicable (but we may retain prior information as business records). Please note that it is not always possible to completely remove or delete all of your information from our databases and that residual data may remain on backup media or for other reasons. When you edit your Personal Information or change your preferences on the Service, information that you remove may persist internally for BW’s administrative purposes. Please note that we reserve the right to send Instructors certain communications relating to your account or use of our Service, such as administrative and service announcements. If you have any questions about the Privacy Policy or practices described in it, you should contact us in the following ways: Postal Mail: *1801 Harbor Bay Parkway, Alameda, CA 94502*; By e-mail at support @bizworld.org.

8. What About Transfer of Information to the United States?

Our Service is operated in the United States and intended for users located in the United States. If you are located outside of the United States, please be aware that information we collect, including Personal Information, will be transferred to, and processed, stored and used in the United States. The data protection laws in the United States may differ from those of the country in which you are located, and your Personal Information may be subject to access requests from governments, courts, or law enforcement in the United States according to laws of the United States. By using the Service or providing us with any information, you consent to the transfer to, and processing, usage, sharing and storage of your information, including Personal Information, in the United States as set forth in this Privacy Policy.

9. What About Security?

We endeavor to incorporate commercially reasonable safeguards to help protect and secure your Personal Information. However, no data transmission over the Internet, mobile networks, wireless transmission or electronic storage of information can be guaranteed to be 100% secure. Please note that we cannot ensure the security of any information you transmit to us, and you use our Service and provide us with your information at your own risk.

10. What About Changes to the Privacy Policy?

We reserve the right to change this Privacy Policy at any time. Any changes will be effective immediately upon the posting of the revised Privacy Policy and your use of our Service indicates your consent to the privacy policy posted at the time of use. However, we will not use your previously collected Personal Information in a manner materially different than represented at the time it was collected without your consent. To the extent any provision of this Privacy Policy is found by a competent tribunal to be invalid or unenforceable, such provision shall be severed to the extent necessary for the remainder to be valid and enforceable.

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