

# SNOW CLOUD PRODUCTIONS INC.'S PRIVACY POLICY

Last Updated: **06/29/2021**

Snow Cloud Productions, Inc. is committed to respecting the privacy of Users of its Services. The Current Privacy Policy is found at the following URL: [www.snowcloudproductions.com](http://www.snowcloudproductions.com) (all websites and applications in the \*.snowcloudproductions.com domain) and may be updated from time to time. This Privacy Policy will tell you (1) what Data is collected when Users use the Services, and (2) how that Data is used.

1. Data. “Data” include all Personally Identifiable Information (PII) and other non-public information. Data include, but are not limited to, student data, metadata, and user content.
2. Data Collection. Snow Cloud will only collect Data necessary to fulfill its duties to provide Services as outlined in its Standard Service Subscription Agreement (“TOS”).
3. Children’s Privacy. Snow Cloud does not knowingly collect any information from children under the age of 13 unless the School has obtained appropriate parental consent for the student to use Snow Cloud’s Services. Please contact us at +1 844-869-1516 if you believe we have inadvertently collected personal information of a child under 13 without proper parental consents so that we may delete such data as soon as possible.
4. Data Use. Except for de-identified Data, Snow Cloud will only use Data for the purpose of fulfilling its duties in providing the Services under this TOS and for improving the Services provided under this TOS.
5. Data De-Identification. Snow Cloud may use de-identified Data for product development, research, or other purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, and school ID. Furthermore, Snow Cloud agrees not to attempt to re-identify de-identified Data and not to transfer de-identified Data to any party unless that party agrees not to attempt re-identification.
6. Data Mining. Snow Cloud shall not mine Data for any purpose other than those agreed to by the Parties. Snow Cloud shall not Data mine or scan User content for the purpose of advertising or marketing to students or their parents.
7. Marketing and Advertising. Snow Cloud will not use any Data to advertise or market to students or their parents. Advertising or marketing may be directed to schools or districts only if student information is properly de-identified.
8. Data Sharing. Except for de-identified Data, Data will not be shared with any other entity or individual without prior written consent of the User except as required by law.
9. Data Transfer or Destruction. Snow Cloud will ensure that all Data in its possession are destroyed or transferred to the Customer under the direction of the Customer when the Data are no longer needed for their specific purpose, or at the request of Customer.
10. Rights and License in and to Data. The Parties agree that all rights, including all intellectual property rights of the Data, shall remain the exclusive property of the Customer, and Snow Cloud has a limited, nonexclusive license solely for the purpose of performing its obligations as outlined in this TOS. This TOS does not give Snow Cloud any rights, implied or otherwise, to sell or trade Data.

11. Access. Any Data held by Snow Cloud will be made available to the Customer upon written request of the Customer.

12. Security Controls. Snow Cloud will store and process Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and use. Snow Cloud will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Snow Cloud will also have a written incident response plan, to include prompt notification to the Customer in the event of a security or privacy incident, as well as best practices for responding to a breach of PII. Snow Cloud agrees to shares its incident response plan with Customer upon written request from Customer.

13. Modification of Data Collection. Notwithstanding any other language in the TOS to the contrary, Snow Cloud will not change how Data are collected, used, or shared under the terms of this Agreement in any way without advance notice to and consent from Customer.