

Protecting Student Privacy While Using [sociometry.net](https://www.sociometry.net) (the Provider) services

Terms of Service

Privacy-Related Terms of Service Provisions

1. Definition of “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 De-Identification: “Provider 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, location information, and school ID. Furthermore, sociometry.net 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.”
3. Marketing and Advertising: “Provider will not use any Data to advertise or market to students or their parents. Advertising or marketing may be directed to the [School/District] only if student information is properly de-identified.”
4. Modification of Terms of Service: “Provider 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 the [School/District].”
5. Data Collection: “Provider will only collect Data necessary to fulfill its duties as outlined in the oral or written Agreement with the [School/District].”
6. Data Use: “Provider will use Data only for the purpose of fulfilling its duties and providing services under the oral or written Agreement with the [School/District], and for improving services under this Agreement.”
7. Data Mining: “Provider is prohibited from mining Data for any purposes other than those agreed to by the parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.”
8. Data Sharing: “Data cannot be shared with any additional parties without prior written consent of the User except as required by law.”
9. Data Transfer or Destruction: “Provider will ensure that all Data in its possession and in the possession of any subcontractors, or agents to which the Provider may have transferred Data, are destroyed or transferred to the [School/District] under the direction of the [School/District] when the Data are no longer needed for their specified purpose, at the request of the [School/District].”
10. Rights and License in and to Data: “Parties agree that all rights, including all intellectual property rights, shall remain the exclusive property of the [School/District], and Provider has a limited, nonexclusive license solely for the purpose of performing its obligations as outlined in the Agreement. This Agreement does not give Provider any rights, implied or

otherwise, to Data, content, or intellectual property, except as expressly stated in the Agreement. This includes the right to sell or trade Data.”

11. Access: “Any Data held by Provider will be made available to the [School/District] upon request by the [School/District].”
12. Security Controls: “Provider 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. Provider will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Provider will also have a written incident response plan, to include prompt notification of the [School/District] in the event of a security or privacy incident, as well as best practices for responding to a breach of PII. Provider agrees to share its incident response plan upon request.”