

## PRIVACY POLICY

This Privacy Policy explains how The Master Teacher, Inc. ("Master Teacher") uses and protects information You provide through use of mobile applications, E-commerce or other websites ("Applications") provided by us. By accessing or using the Applications, You are agreeing to this Privacy Policy and any disputes over privacy related to Your use of the Applications will be subject to this Privacy Policy. Do not access or use the Applications if You are unwilling or unable to be bound by this Privacy Policy.

We reserve the right at any time to change this Privacy Policy. Any such changes will be effective immediately upon notice to You, which notice may be provided by any means including, without limitation, providing a revised version of this Privacy Policy accessible through the Applications. Your continued use of the Applications after such notice will be deemed Your acceptance of such change. Be sure to return to this page periodically to ensure familiarity with the most current Privacy Policy.

### I. Definitions

- (a) A "User" is someone who accesses or in any way uses the Applications, including individual users, businesses, and governmental bodies.
- (b) "You" and "Your" refer to You, as a User.
- (c) "Us" and "We" refer to Master Teacher

### II. Collected Information

We collect two basic types of information through the Applications: "Personally Identifiable Information" (or "PII") and "Non-Personally Identifiable Information" (or "Non-PII").

- a. Personally Identifiable Information.** PII includes information that could identify You as a specific individual, including but not limited to, Your first name and middle initial or last name, Your mailing address, Your email address, Your credit card information, Your telephone number, Your full email address, persistent identifiers (such as a customer number held in a cookie), and any other information that would allow someone to identify You or contact You.

In some instances, we may combine Non-PII with PII. If we do so, the combined information will be treated as PII for the purposes of this Privacy Policy.

- b. Non-Personally Identifiable Information.** Non-PII includes aggregated information, demographic information, de-identified information, and any other information that does not reveal Your specific identity. Non-PII also includes anonymous information automatically collected by Us when You access the Applications. This type of information includes but is not limited to: the number of times You have visited the Applications, which parts of the Applications You've visited, Your IP address (the Internet address assigned to Your computer from Your Internet Service Provider), Your browser type (e.g., Mozilla Firefox, Safari, Google Chrome, or Microsoft Internet Explorer), the date and time of Your visit, and other anonymous information collected through cookies or similar technology. We do not consider this type of information to be PII and, therefore, it is not subject to the restrictions of this Privacy Policy associated with PII.

- c. **Location-based data.** Location-based data uses information relating to your general location based upon information that you manually provide and/or the IP address of your network controlled device.

### III. Use of Collected Information

a. **Non-Personally Identifiable Information.** Because Non-PII does not identify a specific user, we may use such information for any purpose. For example, we may use Non-PII internally for any use, including but not limited, tracking Applications usage, diagnosing Applications problems, selling and delivering advertising, and tailoring content provided through the Applications to Your interests.

b. **Personally Identifiable Information.** We may use Your PII to:

- tailor the Applications to You;
- send You information, in any form, about Us and our services, including but not limited to the Applications, including marketing materials, unless You have previously opted out of such communications;
- contact You in the event of a change in the Applications' Terms of Use (or End User License Agreement) and/or this Privacy Policy or to notify You of other administrative matters in connection with the Applications
- fulfill Your requests for information;
- pre-populate forms provided to You through the Applications;
- perform internal business activities, such as target advertising, data analysis, audits, fraud prevention, and other internal business activities;
- Send You invoices or communicate with You about invoices;
- Communicate with You about Your use of the Services;
- Communicate with test monitor(s) about your use of the Services;
- Internal enterprise resource planning;
- respond to Your customer service requests and complaints; and
- Contact you to determine your willingness to answer surveys or questions concerning your experience;
- Process survey results and other data you provide;
- Process test results or data;
- Process purchases and payments;
- Provide information to our third-party providers, subject to this policy.

If We enter into a contract with a third-party to perform any of the above tasks, the third-party will be held to the same limited use of Your PII and will be subject to the same security requirements as specified in Section IV below. However, Our Applications may contain links to other third-party sites, and use of those sites will be subject to the privacy and other policies of those third-party sites.

Notwithstanding anything to the contrary in this Privacy Policy, We may also investigate and disclose PII if We believe it is necessary: 1) to respond to a subpoena, court order, or other similar request or legal process; 2) in response to a law enforcement agency's request or otherwise as required by law; 3) as necessary for Us to avoid criminal or civil liability; 4) to protect our rights, reputation, or that of its users, corporate customers, or the public; and 5) to respond to suspected illegal or harmful activity.

### IV. Security Measures

We will take reasonable measures to protect Your PII information from unauthorized access, loss, misuse, alteration, or destruction, and will ask any third parties, to whom We may transfer Your PII information, to take comparable steps to protect the security of Your PII.

Notwithstanding the foregoing, You are responsible for taking reasonable steps for protecting Your PII (for example, Your user name and password), such as by securing access to Your devices (such as Your computer, smart phone, tablet, or other device) through which such PII may be accessed or on which such PII may be stored.

#### **V. Other Applications and Websites**

Please be aware that the Applications may contain links to other sites on the Internet or other networks that are owned and operated by third-parties (hereinafter referred to as “External Sites”). The information practices of External Sites are not covered by this Privacy Policy and, therefore, We are not responsible for the privacy policies of External Sites or any consequences resulting from transfer of Your PII to such External Sites

#### **VI. Who May Use Our Applications**

**a. United States Users.** The Applications are designed for users from the United States. Users from other countries are advised not to disclose information through the Applications unless they consent to having their information used as set forth in this Privacy Policy, rather than under the law of user's home country. When You use the Applications You may transmit data to servers located in the United States. You should not send any PII to the Applications unless You agree to be bound by this Privacy Policy and by United States law.

**b. Children.** The Applications do not knowingly collect PII from children under the age of 13, and we request that children under the age of 13 do not submit any PII to the Applications. Since information regarding children under the age of 13 is not collected, we do not knowingly distribute PII regarding children under the age of 13.

#### **VI. Data Retention**

We may keep information we obtain from you for as long as required by law or as otherwise deemed to be necessary in our sole discretion. Information may be stored in electronic archives even after it has been removed from our active Applications.

**VII. Consumer Rights under the California Consumer Privacy Act.** Under the California Consumer Privacy Act (“CCPA”), We must disclose our practices regarding the collection, use, and disclosure of the Personal Information of California Residents (“Consumers”). Consumers are also afforded additional rights with regard to the Personal Information we collect about them that include the rights of access, deletion, and to be free from discrimination. This section of our Privacy Policy includes the disclosures required by the CCPA and the rights afforded to Consumers. We also describe the methods by which a Consumer may exercise these rights and some of the statutory exceptions that may apply.

- a. Collection of Personal Information.** We have collected and will collect the following general categories of Personal Information about Consumers:
- Personal identifiers, including names, postal addresses, unique personal identifiers, IP addresses, and email addresses;
  - Categories of personal information, including telephone numbers, credit card numbers, and debit card numbers;
  - Commercial information, including products or Services You have purchased, and Your purchasing history;
  - Internet or other electronic network activity information;

- b. **Use of Personal Information.** We may use the categories of Personal Information described above for the following business or commercial purposes:
- Advance our commercial or economic business interests;
  - Maintain or service customer accounts;
  - Provide customer service;
  - Process or fulfil orders and transactions;
  - Process payments;
  - Verify customer information;
  - Provide financing;
  - Provide analytic services;
  - Protect against malicious, deceptive, fraudulent or illegal activity;
- c. **Categories of Sources of Personal Information.** We collect or obtain Personal Information about you from the following sources:
- Data provided to Us: We obtain Personal Information when it is provided to Us (e.g., where You create an account, where you contact Us via email or telephone, or by any other means).
  - Content and advertising information: If you interact with any third-party provider, We receive Personal Information from the relevant third party provider of that content.
- d. **Disclosure of Personal Information.** We do not Sell any personal information to third parties. In particular, We do not Sell the personal information of minors under 16 years of age.
- e. **Rights.** If you are a California Consumer, the CCPA grants you the following rights regarding Your Personal Information. Generally, in order to verify Your requests to exercise your rights, we will compare the personal information We have about You to pieces of personal information We will request in the course of processing Your request. The personal information required for verification may include Your name, email address, phone number, or postal address. We will deliver a response to You within 45 days of receiving your verifiable consumer request. To exercise Your rights under the CCPA, please follow the instructions described in this section.
- 1. Right to Know About Personal Information.** Consumers have the right to submit a verifiable consumer request that We disclose the following in a readily useable format, covering the 12-month period preceding the verifiable consumer request:
    - The categories of Personal Information We collected about You;
    - The purposes for which the categories of personal Information collected about You will be used.
    - The categories of sources for the Personal Information We collected about You.
    - The categories of third parties with whom We share Personal Information;
    - Our business or commercial purpose for collecting Personal Information;
    - The specific pieces of Personal Information We collected about You.
    - The categories of Personal Information We have disclosed for a business purpose.
  - 2. Right to Request Deletion of Personal Information.** Consumers have the right to request that We delete any Personal Information that We have collected from

them. However, We are not required to comply with a request to delete where it is necessary for Us to retain the Personal Information in order to:

- Complete the transaction for which We collected the Personal Information, provide a good or service that You requested, take actions reasonably anticipated within the context of Our ongoing business relationship with You, or otherwise perform our contract with You.
- Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
- Debug products to identify and repair errors that impair existing intended functionality.
- Exercise rights provided for by law.
- Comply with applicable law.
- Engage in scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
- Enable solely internal uses that are reasonably aligned with consumer expectations based on Your relationship with Us.
- Make other internal and lawful uses of that information that are compatible with the context in which You provided it.

Verifiable consumer requests to delete may be submitted through the following method:

Email: [support@masterteacher.com](mailto:support@masterteacher.com)

Toll-free phone number: 800-669-9633

**3. Right to Non-Discrimination.** Consumers have the right to be free from discrimination when they exercise their Consumer rights under the CCPA, and should you exercise those rights we cannot:

- Deny You goods or services.
- Charge You a different price or rate for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide You a different level of quality of goods or services.
- Suggest that You may receive a different rate for goods or services or a different level or quality of goods or services.

Verifiable consumer requests to know may be submitted through the following methods:

Email: [support@masterteacher.com](mailto:support@masterteacher.com)

Toll-free phone number: 800-669-9633

4. **Notice of Financial Incentive.** We do not offer financial incentives or price or service differences to consumers who provide personal information.
5. **Authorized Agent.** Under the CCPA, you may appoint an authorized agent to submit requests to exercise Your rights on Your behalf. Should You choose to do so, for Your and Our protection, We will require Your authorized agent to provide Us with a signed permission demonstrating they are authorized to submit a request on Your behalf. Should Your authorized agent fail to submit proof that they have been authorized to act on your behalf, We will deny their request.
6. **California’s “Shine the Light” Law.** Under California’s “Shine the Light” law, California residents are entitled to ask Us for a notice describing what categories of personal customer information We share with third parties or corporate affiliates.. That notice will identify the categories of information shared and will include a list of the third parties and affiliates with which it was shared, along with their names and addresses. If You are a California resident and would like a copy of this Policy, please submit a written request to Email: [support@masterteacher.com](mailto:support@masterteacher.com)

#### **VIII. Dispute Resolution**

If you believe that we have not adhered to this Privacy Policy, you may email the Master Teacher Privacy Officer at [nwarnick@masterteacher.com](mailto:nwarnick@masterteacher.com)

#### **IX. Opt Out/Modify Information**

You may request that your account be terminated and/or the removal or modification of Your PII that has been collected, stored, and managed by or on behalf of Master Teacher through Your use of the Applications, by sending us an e-mail at [support@masterteacher.com](mailto:support@masterteacher.com) subject to the data retention provision above.

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