

PRIVACY POLICY

At Coder Kids, INC (“Ellipsis Education”), we care about protecting our users and the privacy of their information. We believe in transparency, and we’re committed to being upfront about our privacy practices, including what information we collect and how we use, share, and protect that information.

This policy explains our privacy practices related to the use of Ellipsis Education’s products and services, including the content available via our curriculum, materials, applications, and websites including Ellipsiseducation.com. We’ll refer to these products and services collectively as the “Services” in this policy. This policy does not apply to the practices of third party services who may also collect or receive data in connection with your use of the Services. Your use of the Services is subject to the additional privacy notices and terms of those third party services.

Ellipsis Education licenses our curriculum directly to schools and districts. Educators and administrators at the schools (which we refer to in this policy as the “Users” of our Services) implement and distribute our curriculum to students using a number of third party services, such as third party learning management system providers and developer environments. As a result, the only Personal Information collected by Ellipsis Education is that of educators and administrators of our schools and districts; we do not collect, process, or distribute any student Personal Information.

1. No Student Data. The protection of student Personal Information is of paramount importance to Ellipsis Education. We’ve designed the Services to avoid the collection of student Personal Information and work with our educators and clients so that the only identifying information we have about a student through our providing the Services is a unique identification number. This unique identification number is provided to us by the school or educator and we use this number to track student results and responses; we do not use this number for any other purpose. Ellipsis Education cannot link this unique number with a student’s Personal Information, unless the school or educator provides that information to Ellipsis Education. This means Ellipsis Education has very little, if any, information about students and no student Personal Information. The only ways Ellipsis Education may directly receive student Personal Information is if a student or someone on their behalf were to provide it to us through our marketing website or when we prepare certain marketing pieces which we only do with explicit consent of parents and students. And, of course, we do not share any of this information outside of Ellipsis Education or use it for any purposes other than to provide the Services, except as described in this policy such as where we may be required to do so by law. If a student or parent provides Personal Information to us through our Services, we may use that information for the limited purposes for which it was provided to us.

2. Information Collected. When a User accesses the Services, the User may provide Ellipsis Education certain personally identifiable information that reveals their specific identity or directly relates to an individual, such as name, address, phone number, email address, IP address, or account username and password (“Personal Information”). Other Personal Information about a User’s use of the Services is collected automatically, such as via cookies and analytics technologies. By providing either type of information to Ellipsis Education, a User is consenting to the collection, use, and disclosure of such Personal Information in the manner described in this Privacy Policy.

3. Limitations. The owner of the Services is based in the State of Indiana in the United States. We provide the Services for use only by persons located in the United States. We make no claims that the Services or any of its content is accessible or appropriate outside of the United States. If you access the Services from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

4. Personal Information.

4.1. The protection of student Personal Information is of paramount importance to Ellipsis Education. We’ve designed the Services to avoid the collection of student personal data and work with our educators and clients so that the only identifying information we have about a student is a unique identification number. This unique identification number is provided to us by the school or educator and we use this number to track student results and responses, and for no other purpose. Ellipsis Education cannot identify this unique number with a student’s Personal Information, unless the school or educator provides that information to Ellipsis Education. This means Ellipsis Education has very little, if any student information and, of course, we do not share any of this information outside of Ellipsis Education or use it for any purposes other than to provide the Services, unless we may be required to do so by law. If a student or parent provides Personal Information to us through our websites or other Services, we may also receive that information and use it for the limited purposes of providing the Services.

4.2. To provide the Services, Ellipsis Education does collect certain Personal Information from our educators and other Users who operate and provide Ellipsis Education Services and materials, including our curriculum. We collect this Personal Information, such as names and email addresses, for purposes of administering the Services.

4.3. In some instances, to have full access to the Services, a User may be required to register and create an account (a “Login”). During registration, a User may be required to give certain Personal Information that reveals your specific identity or directly relates

to you as an individual, such as name, address, phone number, email address, IP address, or account username and password.

4.4. In addition, Ellipsis Education may collect other Personal Information automatically about a User's computer hardware and software, such as browser information, Internet protocol ("IP") address, access times, the date and time of use of Services, how the Services were used, and other information collected through cookies, pixel tags, and other technologies, specifically:

A. *Cookies (or browser cookies)*. Ellipsis Education's website utilizes cookie technology. A cookie is a small file placed on the hard drive of your computer. You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting, you may be unable to access certain parts of our Services. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you direct your browser to our Services.

B. *Web Beacons*. Our Services and our emails may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags, and single-pixel gifs) that permit us, for example, to count users who have visited those pages or opened an email and for other related website statistics (for example, recording the popularity of certain website content and verifying system and server integrity).

C. *Social Media Widgets*. The Services may contain links to our accounts on Facebook and LinkedIn platforms. Clicking on any such links means that the respective social network receives information on which website you came from as a user. It is also possible if you are currently logged in to the network in question, that the social network links this information to your account.

D. *Google Analytics*. We use Google Analytics, a web analysis service provided by Google Inc. ("Google"). Google uses cookies. The information generated by the cookie on the use of our content by the users is usually transmitted to a Google server in the USA and stored there. Google will use this information on our behalf to evaluate the use of our Services and content by users, to compile reports on the activities within the Services, and to provide us with other services related to the use of our Services content and internet usage. Also, pseudonymous usage profiles of the users may be created from the processed data. Users may prevent the collection by Google of the data generated by the cookie and related to their use of the content and the processing of such data by Google by downloading and installing the browser plug-in available at the following link:

<https://tools.google.com/dlpage/gaoptout?hl=en>.

4.5. We may also collect other information about a User's constituents (i.e., students in a classroom setting) use of the Services and related information that is provided to Ellipsis Education either (i) in an anonymized manner where the individual subject to the information is not identifiable or (ii) as compiled or aggregated data about a group of individuals sufficiently large to make identifying any individual unlikely ("Aggregated Statistics")

4.6. Ellipsis Education may use a User's Personal Information for various purposes, including the following. These purposes vary depending upon whether a User is a student, parent, educator, or website user:

A. for identity verification purposes related to access of the Services via the Login;

B. to communicate with the User, or respond to User inquiries, about the Services, or for any other purpose for which the User has provided such information;

C. to deliver, administer, and enhance the Services and any other Ellipsis Education product or service, or to take actions you have consented to or directed us to take, such as when you make a request via our website or provider a waiver for use of your information in certain specific circumstances;

D. if Ellipsis Education reasonably believes that use or disclosure is necessary to enforce the Ellipsis Education Terms of Use Agreement or otherwise protect its rights, or to comply with a law, court order, or any legal process;

E. for administrative and reporting; and

F. subject to the other provisions of this Privacy Policy, when Ellipsis Education may otherwise deem it beneficial, necessary, or appropriate.

4.7. In addition, if a User submits an inquiry to Ellipsis Education, such as via the Ellipsis Education website or email, Ellipsis Education may retain any Personal Information provided therein, including name and email address, and may use the same to respond to such User request.

4.8. Each User must keep its respective Personal Information updated, where applicable. Users with direct logins to the Services may update their Personal Information through their online account.

5. Family Educational Rights and Privacy Act. Each of the User and Ellipsis Education will use commercially reasonable efforts to ensure that disclosure and use of information provided by a User in connection with the Services, including any Aggregated Statistics, is in compliance with the Family Educational Rights and Privacy Act, as amended (FERPA). Ellipsis Education will (a) abide by FERPA's limitations on re-disclosure of personally identifiable information; (b) not use or disclose educational records created or received from, by, or on behalf of a User other than in the provision of the Services hereunder; and (c) not otherwise disclose educational records except as required by law or as authorized by the User in writing.

6. Security of Information. Ellipsis Education uses reasonable organizational, technical, and administrative measures to protect each User's Personal Information from unauthorized access or disclosure, accidental loss, or destruction. However, no method of transmission over the Internet and no method of electronic storage is one hundred percent secure. Ellipsis Education strives to use commercially acceptable means to protect all Personal Information collected, but cannot guarantee its absolute security.

7. CCPA Disclosures for California Residents

7.1. Disclosures of Personal Information. Over the past year, we have not disclosed any Personal Information outside of Ellipsis Education. We may disclose certain non personally identifying, aggregate analytical data about the use of our Services.

7.2. We collect this Personal Information for the following business purposes:

A. for identity verification purposes related to access of the Services via the Login for some categories of Users;

B. to communicate with some categories of Users, or respond to such Users inquiries, about the Services, or for any other purpose for which the User has provided such information;

C. to deliver, administer, and enhance the Services and any other Ellipsis Education product or service;

7.3. Sales of Personal Information. The California Consumer Privacy Act (CCPA) requires organizations like ours to disclose the personal information we have "sold" over the last year. The CCPA defines "sale," among others, as making available consumer's personal information to others for monetary or other valuable consideration. Over the past 12 months, we have not sold any of your Personal Information.

7.4. Opt-Out. If you do not want us to collect this information in relation to our provision of the Services, please contact us at privacy@ellipsiseducation.com or (317) 659-5700.

7.5. Your Rights as California Residents. Effective on January 1, 2020, the California Consumer Privacy Act (CCPA) provides consumers (California residents) with specific rights regarding their Personal Information. If you reside in California, you may exercise the following rights:

- *A right to disclosure* of the categories of Personal Information collected by us
- *A right to disclosure* of the specific pieces of Personal Information collected by us
- *A right to deletion* of Personal Information by us (subject to certain Exceptions outlined below)
- *A right to receive* Personal Information in a format that will allow its transfer to third parties by you
- *A right to opt-out* of the “sale” of Personal Information, where a “sale” under the CCPA means “selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, a consumer’s Personal Information to another business or a third party for monetary or other valuable consideration.” We do not sell your Personal Information.
- *A right to sue* for security breaches of Personal Information

7.6. Access to specific information and data portability rights

You have the right to request that we disclose to you your Personal Information we have collected about you over the past 12 months from the day of your request. Once we receive and confirm your request, we will disclose to you:

- The categories of Personal Information we collected about you.
- The categories of sources for the Personal Information we collected about you.
- Our business and commercial purposes for collecting or selling that Personal Information.
- The categories of third parties with whom we shared that Personal Information.
- The specific pieces of Personal Information we collected about you.
- If we “sold” or disclosed your Personal Information for a business purpose, up to two separate lists disclosing:
 - if we “sold” your Personal Information, “sales”, identifying the Personal Information categories that each category of recipient “purchased”; and
 - if we disclosed your Personal Information, disclosures for a business purpose, identifying the Personal Information categories that each category of

recipient obtained.

7.7. Deletion request rights

You have the right to request that we delete any of Personal Information data that we collected from you and retained, subject to certain Exceptions (as listed below). Once we receive and confirm your request, we will delete your Personal Information from our records unless an Exception applies.

We may deny your deletion request if retaining the information is necessary for us or our Provider(s):

- 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;
- to detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities;
- to debug products to identify and repair errors that impair existing intended functionality;
- to exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law;
- to comply with *the California Electronic Communications Privacy Act* (Cal. Penal Code § 1546 et. seq.);
- to engage in public or peer-reviewed 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;
- to enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us;
- to comply with a legal obligation; or
- to make other internal and lawful uses of that information that are compatible with the context in which you provided it (each an "**Exception**" and collectively, "**Exceptions**").

7.8. Non-Discrimination

We will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- deny you goods or services.

- charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- provide you a different level or quality of goods or services.
- suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

However, we may still offer you certain financial incentives that can result in different prices, rates or service quality levels as permitted by the CCPA. We do not at this provide such financial incentives:

7.9. Exercising Access, Data Portability and Deletion Rights

To exercise your rights described above, please submit a request to us by either:

- privacy@ellipsiseducation.com; or (317)659-5700. Only you, or someone legally authorized to act on your behalf, may make a request related to your Personal Information. You may also make a request on behalf of your minor child. We cannot respond to your request or provide you with Personal Information if we cannot verify your identity or authority to make the request and confirm the Personal Information relates to you.

You may only make a request for access or data portability twice within a 12-month period. The request must:

- provide sufficient information that allows us to reasonably verify you are the person about whom we collected Personal Information or an authorized representative; and
- describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Making a request does not require you to create an account with us. Also, we will only use Personal Information provided in a request to verify the requestor's identity or authority to make the request.

7.10. Your Authorized Agent

You have the right to designate an authorized agent to make a request under the CCPA on your behalf.

7.11. Response Timing and Format

We will confirm that we received your request within ten (10) days and will respond within forty-five (45) days of its receipt. If we require more time, we will inform

you of the reason and extension period in writing.

We will deliver our written response electronically or, at your option, by mail.

Any disclosures we provide will only cover the 12-month period preceding our receipt of the request. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your Personal Information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

We do not charge a fee to process or respond to your request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

8. Third Party Services. Unless otherwise expressly stated, this Privacy Policy does not address, and Ellipsis Education is not responsible for, the privacy, information, or other practices of any third parties, including any links to third party websites or third party promotions. Any links to other websites not under the control of or maintained by Ellipsis Education are for the User's convenience only and are not an endorsement by Ellipsis Education of the third party or its products or services. When a User leaves Ellipsis Education's website, he, she, or it may be subject to a third party privacy policy.

9. Privacy Policy Changes. This Policy may be updated from time to time. Each User should review it periodically use of the Services constitutes the User's agreement to this Privacy Policy as amended. Changes to the Privacy Policy will become effective when posted online.

If you have questions or suggestions regarding this Privacy Policy, please contact:
privacy@ellipsiseducation.com.

This Privacy Policy was last updated on April 20, 2023.