

Student User Privacy Policy

Effective date: September 18, 2020

At Tynker, we take your privacy seriously. Please read this Privacy Policy to learn how we treat your personal data if you are a student user of Tynker Services under the age of 16 (“Student User”). If you’re a parent or guardian, teacher, or school administrator, or any other user who is not a Student User, please see the [Non-Student User Privacy Policy](#) to learn how we treat personal data of non-student users.

If you’re a Student User, you may only use Tynker Services and disclose information to us with your parent’s or guardian’s consent. Please refer to [Tynker’s Terms of Use](#) regarding how Tynker and/or Educational Institutions (defined therein) collect verified parental consent before a Student User can use Tynker Services. Only a Student User’s parent or guardian, or teacher or school administrator, can sign up such Student User to Tynker Services. **By agreeing to sign up a Student User to Tynker Services, you, as either such Student User’s parent or guardian or teacher or school administrator, (i) acknowledge that you accept the practices and policies outlined below on behalf of such Student User, and (ii) hereby consent that we will collect, use and share the Personal Data of such Student User as described in this Privacy Policy; and (iii) you represent and warrant that you’re such Student User’s parent or guardian, or teacher or school administrator and have the legal authority to accept these terms on behalf of such Student User and grant such consent in compliance with applicable laws and regulations.**

Remember that your use of Tynker’s Services is at all times subject to our Terms of Use <https://tynker.com/terms/>, which incorporates this Student User Privacy Policy. Any terms we use in this Policy without defining them have the definitions given to them in the Terms of Use. If any data of Student Users (including Personal Data and other types of data) is shared with us from an Educational Institution (as defined in our Terms of Use), the [Additional Terms for Student Data from Educational Institution](#) apply to our treatment of such Student User’s data. In the event of a conflict between this Student User Privacy Policy and the Additional Terms for Student Data from Educational Institution, the terms that are most protective of Student User’s data shall prevail.

You may print a copy of this Student User Privacy Policy by clicking [here](#).

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What this Student User Privacy Policy Covers

This Student User Privacy Policy covers how we treat Personal Data that we gather when Student Users access or use our Services. “Personal Data” means any information that identifies or relates to a particular individual and also includes information referred to as “personally identifiable information” or “personal information” under applicable data privacy laws, rules or regulations. This Privacy Policy does not cover the practices of companies we don’t own or control or people we don’t manage.

As noted above, if you’re not a Student User, please see the [Non-Student User Privacy Policy](#) to learn how we treat personal data of Non-Student Users (defined therein).

No Behavioral Advertising

We do not use or disclose Personal Data of a Student User or any other information of Student User collected through such Student User’s Educational Institution (whether personal information or otherwise) for behavioral targeting of advertisements to students.

Personal Data of Children

The Children’s Online Privacy Protection Act (“COPPA”) requires that online service providers obtain parental consent before they knowingly collect personally identifiable information online from children who are under 13 years of age. We do not knowingly or intentionally collect or solicit personally identifiable information from a child under 13 without obtaining verifiable consent from that child’s parent or guardian (“Parental Consent”), except for the limited amount of personally identifiable information we need to collect in order to obtain Parental Consent (“Required Information”). Until we have received Parental Consent, we will only use Required Information for the purpose of obtaining Parental Consent. If you are a child under 13 years of age, please do not attempt to send any Personal Data about yourself to us before we obtain Parental Consent, except for the Required Information in the context of the Parental Consent process. If you believe that a child under 13 years of age has provided us with Personal Data (beyond the Required Information) without our obtaining Parental Consent, please contact us at support@tynker.com. We do not condition participation in our Services on disclosure of more Personal Data from a child under 13 years of age than is reasonably necessary for that participation, and we do not retain Personal Data from children under 13 years of age longer than is reasonably necessary in order to fulfill the purpose for which it was disclosed.

If you are a parent or guardian of a Student User of our Services who is under 13 years of age, you may contact us at any time to ask that (a) we stop collecting Personal Data from such Student User, (b) we delete any Personal Data already collected from such Student User (although note that we may further retain information in an anonymous or aggregated form where that information would not identify such Student User personally), or (c) we stop disclosing Personal Data collected from such Student User to third parties, but continue to allow for collection and use of Personal Data collected from such Student User in connection with the Services.

If you’re above the age of 13 but under the age of 16, you represent and warrant that you’ve received your parent’s or guardian’s permission to use the Services and gotten your parent or guardian to agree to our [Terms of Use](#) on your behalf and also to agree on their own behalf.

For Student User, no matter whether you're under the age of 13 or above, your parent or guardian, teacher, or school administrator can view all information within or associated with your Tynker account, including, without limitation, messages between you and your teacher, your work assignments and results, comments, comments you received on your assignments, your projects saved in your account.

For clarity, we do not collect, maintain, use or share any Personal Data of a Student User beyond that needed for authorized educational/school purposes, or as authorized by the Student User or his/her parent or legal guardian, or teacher or school administrator under this Student User Privacy Policy and the [Additional Terms for Student Data from Educational Institution](#). In no instance do we sell any Personal Information of Student Users to anyone.

Personal Data

Categories of Personal Data We Collect

This chart details the categories of Personal Data that we collect and have collected from Student Users over the past 12 months:

| <u>Category of Personal Data</u> | <u>Examples of Personal Data We Collect</u> | <u>Categories of Third Parties With Whom We Share this Personal Data:</u> |
|---|--|--|
| Profile or Contact Data | <ul style="list-style-type: none"> • First and last name • Parent or guardian's first and last name • User name • Email (only when a Student User signs in through third party services (e.g. Google) as approved by his/her parent or guardian) | <ul style="list-style-type: none"> • Parents, guardians • Educational Institutions • Service Partners • Parties You Authorize |
| Device/IP Data Note: This category of data is collected automatically from the website if a user is not logged in and if you are a Non-Student User. We do not knowingly collect this category data through our website or application from Student Users. | <ul style="list-style-type: none"> • IP Address • Type of device/operating system/browser used to access the Services | <ul style="list-style-type: none"> • Service Providers |
| Web Analytics | <ul style="list-style-type: none"> • Web page interactions • Referring webpage/source through which you accessed the Services • Non-identifiable request IDs • Statistics associated with the interaction between device or browser and the Services | <ul style="list-style-type: none"> • Service Providers |
| Consumer Demographic Data | <ul style="list-style-type: none"> • Age (only to identify children under the age of 13 for parental consent verification as required by COPPA) | <ul style="list-style-type: none"> • None |
| Non-Public Education Data | <ul style="list-style-type: none"> • Work assignments, results, and comments • Student progress reports and placement tests • Messages and chat logs between Student Users and teachers | <ul style="list-style-type: none"> • Parents, guardians • Educational Institutions • Service Providers (specifically, but not limited to, our email and mailing communications processors) • Parties You Authorize |

| | | |
|--|--|--|
| Voice recording data voluntarily submitted by Student User (See section on "Voice Recording" Below) | <ul style="list-style-type: none"> • Voice recordings of Student Users | <ul style="list-style-type: none"> • Parents, guardians • Educational Institutions • Service Providers • Parties You Authorize |
| Other Identifying Information Collected | <ul style="list-style-type: none"> • Identification information shared in email or mailing communications • Students' programming projects, experience and interests | <ul style="list-style-type: none"> • Parents, guardians • Educational Institutions • Service Providers • Parties You Authorize |

Categories of Sources of Personal Data

We collect Personal Data about Student Users from the following categories of sources:

- **You**
 - When you provide such information directly to us.
 - When you create an account or use our interactive tools and Services.
 - When you voluntarily provide information in free-form text boxes through the Services or through responses to surveys or questionnaires. We do not have control over what personally identifiable information you may include in free-form text boxes, so please use caution not to include any personally identifiable information.
 - When you send us an email or otherwise contact us.
 - **Voice Recording:**
 - The Services provide the functionality that allow Student Users to create voice recordings in connection with their projects. We do not require Student Users to submit any voice recordings, but Student Users can voluntarily opt to use such functionality to create voice recordings.
 - Student Users may publish their projects containing voice recordings to the Services that are available to other users on our Services. For example, if a Student User chooses to publish his/her projects to the public community of the Services, the data of such projects, including any voice recordings, will be shared with other users of the community, if the project is approved by Tynker. Any published voice recording can be accessed, used, [downloaded or modified] by other users of our Services.
 - If a Student User keeps his/her projects to his/her own account, by default, the projects (including the voice recording contained therein) are only accessible by the parent or legal guardian, and/or teacher or school administrator of such Student User.
 - The parent or legal guardian, or teacher or school administrator of a Student User can disable the community function of a Student User account. If disabled, the Student User can't publish the projects to the community, and the voice recording is stored in the Student User's own account, which by default, is only accessible by the parent or legal guardian, and/or teacher or school administrator of such Student User.
 - We do not combine or supplement the voice recording stored on the Services with any other Personal Data we have about a Student User. Before a project is published into the community, we take commercially

reasonable measures designed to prevent any other Personal Data from being included in the voice recording.

- When you use the Services and such information is collected automatically.
 - Through Cookies (defined in the “Cookies” section below).
 - If you download our mobile application or use a location-enabled browser, we may receive information about your location and mobile device, as applicable.
 - If you download and install certain applications and software we make available, we may receive and collect information transmitted from your computing device for the purpose of providing you the relevant Services, such as information regarding when you are logged on and available to receive updates or alert notices.
- **Third Parties**
 - Educational Institutions
 - If you signed up to our Services through your Educational Institutions, we may receive your Personal Data, as well as other data (such as your education records) from your Educational Institutions. Please refer to the [Additional Terms for Student Data from Educational Institution](#) for more information.
 - Service Providers
 - We may use analytics providers to analyze how you interact and engage with the Services, or third parties that may help us provide you with customer support.

Our Commercial or Business Purposes for Collecting Personal Data

- **Providing, Customizing and Improving the Services**
 - Creating and managing your account or other user profiles.
 - Providing you with the products, services or information you request.
 - Meeting or fulfilling the reason you provided the information to us.
 - Providing support and assistance for the Services.
 - Improving the Services, including testing, research, internal analytics and product development.
 - Personalizing the Services, website content and communications based on your preferences.
 - Doing fraud protection, security and debugging.
 - Carrying out other business purposes stated when collecting your Personal Data or as otherwise set forth in applicable data privacy laws, such as the California Consumer Privacy Act (the “CCPA”).
- **Corresponding with You**
 - Responding to correspondence that we receive from you, contacting you when necessary or requested.
 - Sending emails and other communications according to your preferences or that display content that we think will interest you.
- **Educational Purposes**
 - Carrying out educational purposes as directed by Educational Institutions, such as sharing with the parent or guardian of a Student User of project progress, work results, and teacher comments through courses assigned with the Student User’s Educational Institution.
 - Supporting educational/school purposes as authorized by Educational Institutions and/or the parent or guardian of a Student User. For example, the Tynker Services track a

Student User's academic process, and create a profile for each Student User associated with the progress of such Student as they complete learning modules through the Tynker Services. Such profile and related features are solely for educational/school purposes, and for clarity, we do not build any personal profile of a Student User for marketing purposes.

- **Meeting Legal Requirements and Enforcing Legal Terms**
 - Fulfilling our legal obligations under applicable law, regulation, court order or other legal process, such as preventing, detecting and investigating security incidents and potentially illegal or prohibited activities.
 - Protecting the rights, property or safety of you, Tynker or another party.
 - Enforcing any agreements with you.
 - Responding to claims that any posting or other content violates third-party rights.
 - Resolving disputes.

We will not collect additional categories of Personal Data or use the Personal Data we collected for materially different, unrelated or incompatible purposes without providing you notice.

How We Share Your Personal Data

We disclose your Personal Data to the categories of service providers and other parties listed in this section.

- **Parent/Guardian.** We disclose your Personal Data to your parent or guardian who provided Parental Consent for your use of our Services. Also, as directed by Educational Institutions (if you signed up to our Services through your Educational Institutions), we share with your parent or guardian your results and progress through courses, and other data or information pursuant to the instructions from your school, educational institution, teacher or school administrator, or in connection with your use or the your Educational Institution's use of the Services.
- **Educational Institutions.** There are schools, school districts, educational institutions, teachers and school administrators who offer and use our Services for educational purposes only. Please refer to the [Additional Terms for Student Data from Educational Institution](#) for more information.
- **Service Providers.** These parties help us provide the Services or perform business functions on our behalf. They include:
 - Hosting, technology and communication providers.
 - Security and fraud prevention consultants.
 - Support and customer service vendors.
- **Analytics Partners.** These parties provide analytics on web traffic or usage of the Services. Please refer to section "Cookies" section below for more details. They include:
 - Companies that track how users found or were referred to the Services.
 - Companies that track how users interact with the Services.
- **Business Partners.** These parties partner with us in offering various services. They include:
 - Companies that we partner with to offer products and services to you, but only after you're signed up to such third party services with your parent's consent.
 - Educational Institutions as noted above.
- **Parties You Authorize**
 - Other users. For example, your projects saved in your account are by default private, so only you (and your parent/guardian and/or teacher/school administrator) can access and

view. But you have the option to publish your private projects so that other users of Tynker Services can access and view them as well. Note that any users of Tynker Services can remix and revise published projects. Please refer to “3. Services Content” of our [Terms of Use](#) for more details on what rights you grant to others with respect to your User Submission (defined therein).

Legal Obligations

We may share any Personal Data that we collect with third parties in conjunction with any of the activities set forth under “Meeting Legal Requirements and Enforcing Legal Terms” in the “Our Commercial or Business Purposes for Collecting Personal Data” section above.

Business Transfers

All of your Personal Data that we collect may be transferred to a third party if we undergo a merger, acquisition, bankruptcy or other transaction in which that third party assumes control of our business (in whole or in part). Should one of these events occur, we will make reasonable efforts to notify you before your information becomes subject to different privacy and security policies and practices. We will endeavor to require our acquirer to use the acquired Personal Data of our Student Users in accordance with the commitments made in this Student User Privacy Policy. The acquirer may choose to separately obtain consent, as required by applicable laws and regulations, to use the Personal Data of our Student Users previously collected by us for other purposes, and such consent process and such use will be governed by the privacy policies and data processing practices of the acquirer, for which we have no control.

Data that is Not Personal Data

We may create aggregated, de-identified or anonymized data from the Personal Data we collect, including by removing information that makes the data personally identifiable to a particular user. We may use such aggregated, de-identified or anonymized data and share it with third parties for our lawful business purposes, including to analyze, build and improve the Services and promote our business, provided that we will not share such data in a manner that could identify you.

Cookies

The Services use cookies and similar technologies for Student Users such as pixel tags, web beacons, clear GIFs and JavaScript (collectively, “Cookies”) to enable our servers to recognize your web browser, tell us how and when you visit and use our Services, analyze trends, learn about our Student User base and operate and improve our Services. Cookies are small pieces of data— usually text files – placed on your computer, tablet, phone or similar device when you use that device to access our Services.

We use the following types of Cookies:

- Essential Cookies. Essential Cookies are required for providing you with features or services that you have requested. For example, certain Cookies enable you to log into secure areas of our Services. Disabling these Cookies may make certain features and services unavailable.
- Functional Cookies. Functional Cookies are used to record your choices and settings regarding our Services, maintain your preferences over time and recognize you when you return to our Services.

These Cookies help us to personalize our content for you, greet you by name and remember your preferences (for example, your choice of language or region).

- **Performance/Analytics Cookies.** Performance/Analytical Cookies allow us to understand how visitors use our Services. They do this by collecting information about the number of visitors to the Services, what pages visitors view on our Services and how long visitors are viewing pages on the Services. We may supplement the information we collect from you with information received from our analytics partners, which have placed their own Cookies on your device(s). For clarity, we only use Google Analytics and Hotjar for our internal analytics purposes specified below:
 - We use Google Analytics cookies to collect information about how visitors use our websites. These cookies collect information in the aggregate to give us insight into how our website is being used. Google Inc. (“Google”) uses cookies in connection with its Google Analytics services. Google’s ability to use and share information collected by Google Analytics about your visits to the Services is subject to the Google Analytics Terms of Use and the Google Privacy Policy. For Google Analytics, we have tagged certain portion of our websites (e.g., all student areas including the student dashboard (<https://www.tynker.com/dashboard/student/>) and community project galleries (<https://www.tynker.com/community/projects/> and <https://www.tynker.com/explore/mobile-community-projects>) as “targeted to children”, so as to signal to Google to enable the child-directed treatment for such websites. This measure is designed to ensure that any Student User under the age of 13 will not be served with behavioral advertising. You also have the option to opt-out of Google’s use of Cookies by visiting the Google advertising opt-out page at www.google.com/privacy_ads.html or the Google Analytics Opt-out Browser Add-on at <https://tools.google.com/dlpage/gaoptout/>.
 - We use Hotjar in order to better understand our users’ needs and to optimize the Service and user experience. Hotjar is a technology service that helps us better understand our users’ experience (e.g. how much time they spend on which pages, which links they choose to click, what users do and don’t like, etc.) and this enables us to build and maintain our Service with user feedback. Hotjar uses cookies and other technologies to collect data on our users’ behavior and their devices. This includes a device's IP address (processed during your session and stored in a de-identified form), device screen size, device type (unique device identifiers), browser information, geographic location (country only), and the preferred language used to display our website. Hotjar stores this information on our behalf in a pseudonymized user profile. Hotjar is contractually forbidden to sell any of the data collected on our behalf. For further details, please see the ‘about Hotjar’ section of Hotjar’s support site at <https://help.hotjar.com/hc/en-us/categories/115001323967-About-Hotjar>.

For clarity, the Services do not use retargeting/advertising cookies on the home page or student-targeted pages on our website or application (e.g., coding games, minecraft and code jam pages), and we do not use or disclose Personal Data of a Student User or any other information of Student User collected through such Student User’s Educational Institution (whether personal information or otherwise) for behavioral targeting of advertisements to students.

We may also supplement the information we collect from you with information received from third parties, including third parties that have placed their own Cookies on your device(s). Please note that because of our use of Cookies, the Services do not support “Do Not Track” requests sent from a browser at this time.

You can decide whether or not to accept Cookies through your internet browser's settings. Most browsers have an option for turning off the Cookie feature, which will prevent your browser from accepting new Cookies, as well as (depending on the sophistication of your browser software) allow you to decide on acceptance of each new Cookie in a variety of ways. You can also delete all Cookies that are already on your device. If you do this, however, you may have to manually adjust some preferences every time you visit our website and some of the Services and functionalities may not work.

To explore what Cookie settings are available to you, look in the "preferences" or "options" section of your browser's menu. To find out more information about Cookies, including information about how to manage and delete Cookies, please visit <http://www.allaboutcookies.org/>.

Data Security and Retention

We seek to protect your Personal Data from unauthorized access, use and disclosure using appropriate physical, technical, organizational and administrative security measures based on the type of Personal Data and how we are processing that data. You should also help protect your data by appropriately selecting and protecting your password and/or other sign-on mechanism; limiting access to your computer or device and browser; and signing off after you have finished accessing your account. Although we work to protect the security of your account and other data that we hold in our records, please be aware that no method of transmitting data over the internet or storing data is completely secure.

We retain Personal Data about you for as long as you have an open account with us or as otherwise necessary to provide you with our Services. In some cases we retain Personal Data for longer, if doing so is necessary to comply with our legal obligations, resolve disputes, or is otherwise permitted or required by applicable law, rule or regulation. We may further retain information in an anonymous or aggregated form where that information would not identify you personally.

California Resident Rights

If you are a California resident, you have the rights set forth in this section. Please see the "Exercising Your Rights" section below for instructions regarding how to exercise these rights. Please note that we may process Personal Data of our customers' end users or employees in connection with our provision of certain services to our customers. If we are processing your Personal Data as a service provider, you should contact the entity that collected your Personal Data in the first instance to address your rights with respect to such data.

If there are any conflicts between this section and any other provision of this Privacy Policy and you are a California resident, the portion that is more protective of Personal Data shall control to the extent of such conflict. If you have any questions about this section or whether any of the following rights apply to you, please contact us at support@tynker.com.

Access

You have the right to request certain information about our collection and use of your Personal Data over the past 12 months. In response, we will provide you with the following information:

- The categories of Personal Data that we have collected about you.
- The categories of sources from which that Personal Data was collected.
- The business or commercial purpose for collecting or selling your Personal Data.

- The categories of third parties with whom we have shared your Personal Data.
- The specific pieces of Personal Data that we have collected about you.

If we have disclosed your Personal Data to any third parties for a business purpose over the past 12 months, we will identify the categories of Personal Data shared with each category of third party recipient.

Deletion

You have the right to request that we delete the Personal Data that we have collected about you. Under the CCPA, this right is subject to certain exceptions: for example, we may need to retain your Personal Data to provide you with the Services or complete a transaction or other action you have requested. If your deletion request is subject to one of these exceptions, we may deny your deletion request.

Exercising Your Rights

To exercise the rights described above, you or your Authorized Agent (defined below) must send us a request that (1) provides sufficient information to allow us to verify that you are the person about whom we have collected Personal Data, and (2) describes your request in sufficient detail to allow us to understand, evaluate and respond to it. Each request that meets both of these criteria will be considered a “Valid Request.” We may not respond to requests that do not meet these criteria. We will only use Personal Data provided in a Valid Request to verify your identity and complete your request. You do not need an account to submit a Valid Request.

We will work to respond to your Valid Request within 45 days of receipt. We will not charge you a fee for making a Valid Request unless your Valid Request(s) is excessive, repetitive or manifestly unfounded. If we determine that your Valid Request warrants a fee, we will notify you of the fee and explain that decision before completing your request.

You may submit a Valid Request using the following methods:

- Email us at: support@tynker.com
- Submit a form at this address: <https://www.tynker.com/about/contact>

You may also authorize an agent (an “Authorized Agent”) to exercise your rights on your behalf. To do this, you must provide your Authorized Agent with written permission to exercise your rights on your behalf, and we may request a copy of this written permission from your Authorized Agent when they make a request on your behalf.

Personal Data Sales Opt-Out and Opt-In

We will not sell your Personal Data, and have not done so over the last 12 months. To our knowledge, we do not sell the Personal Data of minors under 16 years of age.

We Will Not Discriminate Against You for Exercising Your Rights Under the CCPA

We will not discriminate against you for exercising your rights under the CCPA. We will not deny you our goods or services, charge you different prices or rates, or provide you a lower quality of goods and services if you exercise your rights under the CCPA. However, we may offer different tiers of our Services as

allowed by applicable data privacy laws (including the CCPA) with varying prices, rates or levels of quality of the goods or services you receive related to the value of Personal Data that we receive from you.

Other State Law Privacy Rights

California Resident Rights

Under California Civil Code Sections 1798.83-1798.84, California residents are entitled to contact us to prevent disclosure of Personal Data to third parties for such third parties' direct marketing purposes; in order to submit such a request, please contact us at support@tynker.com.

Nevada Resident Rights

If you are a resident of Nevada, you have the right to opt-out of the sale of certain Personal Data to third parties who intend to license or sell that Personal Data. For clarity, we do not engage in such activities of "sale" of your Personal Data to third parties as defined under Nevada law.

Changes to this Privacy Policy

We're constantly trying to improve our Services, so we may need to change this Privacy Policy from time to time, but we will alert you to any such changes by placing a notice on the Tynker website, by sending you an email and/or by some other means. Please note that if you've opted not to receive legal notice emails from us (or you haven't provided us with your email address), those legal notices will still govern your use of the Services, and you are still responsible for reading and understanding them. If you use the Services after any changes to the Privacy Policy have been posted, that means you agree to all of the changes. Use of information we collect is subject to the Privacy Policy in effect at the time such information is collected.

Contact Information:

If you have any questions or comments about this Privacy Policy, the ways in which we collect and use Student User's Personal Data or your choices and rights regarding such collection and use, please do not hesitate to contact us at:

- <https://www.tynker.com/>
- support@tynker.com
- 280 Hope St, Mountain View, CA 94040