

# Privacy Policy for the ADI Learning Hub

Last updated on 7/25/2024

## 1. Purpose

- 1.1. This **Privacy Policy** is to inform you how Argument-Driven Inquiry (“we” or “us”) collects, uses, and shares personal information obtained through the ADI Learning Hub and the software provided or in connection with the ADI Learning Hub (collectively, the “Service”).
- 1.2. As used herein “you” or “your” means a user of the Service.
- 1.3. You may access the Service through:
  - 1.3.1. [www.adilearninghub.com](http://www.adilearninghub.com) (the “Site”);
  - 1.3.2. mobile applications associated with the Site; and
  - 1.3.3. any other website, app, or service that we link to this policy.
- 1.4. Your use of the Service is conditioned on your acceptance of this Privacy Policy.
- 1.5. This Privacy Policy may be updated periodically. Users will be notified of any significant changes via email or a notice on the website.

## 2. Types of Users

- 2.1. Users of the Service are classified into one of three categories:
  - 2.1.1. Educational Organization (“Organization”);
  - 2.1.2. Individual Educator (“Freelance”); and,
  - 2.1.3. Student.
- 2.2. An **Educational Organization** may include, but is not limited to, a university, school district, a school, a non-profit organization, or public-benefit corporation with an educational mission.
- 2.3. There are five types of Organization Users in the Service:
  - 2.3.1. **Organization Administrators.** An organization administrator can include, without limitation, teachers, administrators, or other employees of an educational organization. An Organization Administrator manages the Service on behalf of an Educational Organization that has contracted with us to use the Service.
  - 2.3.2. **Organization Teacher.** An Organization Teacher is assumed to be employed by, or associated with, an Educational Organization that has contracted with us to use the Service. An Organization Teacher is assigned an account in the Service by an Organization Administrator. An Organization Teacher is able to create classes, enroll students in a class, enroll teacher assistants in a class, assign investigations (which consists of a set of activities and assignments) to the students enrolled in each class, set activity and assignment prerequisites and due dates, make class announcements, send messages to students and teacher assistants, and remove or make edits to student comments, and assign a score to a student submission in the Service.
  - 2.3.3. **Organization Teaching Assistant.** An Organization Teacher Assistant is assumed to be employed by, or associated with, an Educational Organization that has contracted with us to use the Service. Organization Teacher Assistants can be assigned an account by an Organization Administrator or an Organization Teacher. Organization Teacher Assistants can set activity and assignment prerequisites and due dates, make class announcements, send messages to students and the teacher, and remove or make edits to student comments in the Service.

- 2.3.4. **Organization Super Teacher Assistant.** An Organization Super Teacher Assistant is assumed to be employed by, or associated with, an Educational Organization that has contracted with us to use the Service. Organization Super Teacher Assistants can be assigned an account by an Organization Administrator or an Organization Teacher. Organization Super Teacher Assistants can enroll students in a class, set activity and assignment prerequisites and due dates, make class announcements, send messages to students and the teacher, remove, or make edits to student comments, and assign a score to a student submission in the Service.
- 2.3.5. **Organization Facilitator.** An organization facilitator is an individual who trains other individuals (such as Organization Teachers, Organization Teaching Assistants, and/or Organization Super Teaching Assistants) about the use of the Service. An Organization Facilitator is assumed to be employed by, or associated with, an Educational Organization that has contracted with us to use the Service. An Organization Facilitator is assigned an account in the Service by an Organization Administrator. Organizational Facilitators can create events, enroll organization teachers, teaching assistants, and super teaching assistants in an event, assign workshops (which consists of a set of activities and assignments) to the individuals enrolled in each event, set activity and assignment prerequisites and due dates, make event announcements, send messages to teachers, and remove or make edits to teacher comments, and assign a score to a teacher submission in the Service.
- 2.4. An **Individual Educator** is a user who is currently employed or affiliated with an educational organization (see 2.2) as an educator (such as a professor, adjunct faculty, teacher, teaching assistant, aid), administrator, or coach.
- 2.5. There are four types of Individual Educator Users in the Service:
- 2.5.1. **Freelance Teacher.** A Freelance Teachers are able to create classes, enroll students in a class, enroll teacher assistants in a class, assign investigations (which consists of a set of activities and assignments) to the students enrolled in each class, set activity and assignment prerequisites and due dates, make class announcements, send messages to students and teacher assistants, and remove or make edits to student comments, and assign a score to a student submission in the Service. Freelance Teachers contract with ADI directly to use the Service, instead of being assigned an account in the Service by an Organization Administrator.
- 2.5.2. **Freelance Teacher Assistant.** A Freelance Teacher can be assigned an account by a freelance Teacher. Freelance Teacher Assistants can set activity and assignment prerequisites and due dates, make class announcements, send messages to students and the teacher, and remove or make edits to student comments in the Service.
- 2.5.3. **Freelance Super Teacher Assistant.** A Freelance Super Teacher can be assigned an account by a Freelance Teacher. Freelance Super Teacher Assistants can enroll students in a class, set activity and assignment prerequisites and due dates, make class announcements, send messages to students and the teacher, remove, or make edits to student comments, and assign a score to a student submission in the Service.
- 2.5.4. **Freelance Facilitator.** A freelance facilitator is an individual who trains Organization Teachers and/or Freelance Teachers about the use of the Service. Facilitators can create events, enroll teachers in an event, assign workshops (which consists of a set of activities and assignments) to the teachers enrolled in each event, set activity and assignment prerequisites and due dates, make event announcements, send messages to teachers, and remove or make edits to teacher comments, and assign a score to a teacher submission in the Service. Freelance Facilitators contract with ADI directly to use the Service.
- 2.6. A **Student** is an individual who is member of an Educational Organization (such as a school or a club) and is enrolled in a course of study under the supervision of an Organization Teacher or a Freelance Teacher. A student is often, but not always, a minor. A student completes activities assigned by a teacher in the Service. Students can also send messages to a teacher or teacher assistant, make, or edit comments during activities, record videos, download content, and submit assignments in the Service.

- 2.7. Each type of user is given a different type of account in the Service. In some cases, a user may have more than one type of account.
- 2.8. A user may have more than one account in the Service (for example, an organization administrator and organization teacher) but can only access the Service with one type of account at a time.

### 3. Principles Governing the Collection, Use, and Sharing of Data

- 3.1. We only collect and store the minimum amount of personal data and student personal information that is needed for us to provide the Service.
  - 3.1.1. “Personal data” is defined as personally identifiable information, as well as other information when it is both collected and maintained on an individual level and is linked to personally identifiable information. This information includes indirect identifiers, such as an email, IP address, and the other kinds of information, that are required for individuals to use the Service.
  - 3.1.2. “Student personal information” is defined as personal data that associated with an individual that is under the age of 18.
- 3.2. Our collection, use, and sharing of personal data and student personal information is governed by:
  - 3.2.1. The type of user (see sections 2, 4, and 5);
  - 3.2.2. our contracts with Educational Organizations, Freelance Teachers, or Facilitators.
  - 3.2.3. any applicable federal law and regulation including, without limitation, the Family Educational Rights and Privacy Act (“FERPA”) and the Children’s Online Privacy Protection Act (“COPPA”); and,
  - 3.2.4. any applicable state laws.
- 3.3. We collect some data provided that is provides to us voluntarily by users and some information that is automatically collected when a user accesses and uses the Service.
- 3.4. We consider all the data that we collect to be strictly confidential.

### 4. Type of Voluntary Information Collected for Users

- 4.1. The type of personal data, including student personal information, that we collect voluntarily from a user depends on the account type and the subscription level of the account.
- 4.2. We collect the following voluntary information for **Organization Administrator** accounts at all subscription levels:
  - 4.2.1. Name,
  - 4.2.2. Email address,
  - 4.2.3. Username,
  - 4.2.4. Password
  - 4.2.5. Educational organization affiliation (district and/or school).
- 4.3. We collect the following voluntary information for **Organization Teacher** accounts at all subscription levels:
  - 4.3.1. Name,
  - 4.3.2. Email address,
  - 4.3.3. Username,
  - 4.3.4. Password, and
  - 4.3.5. Educational organization affiliation (district and/or school).

- 4.4. We collect the following voluntary information for **Freelance Teacher** accounts at the **Starter** subscription level:
  - 4.4.1. Name,
  - 4.4.2. Educational organization affiliation (district and/or school),
  - 4.4.3. Educational organization location (city and state),
  - 4.4.4. Email address,
  - 4.4.5. Role (job title), and
  - 4.4.6. Password.
- 4.5. We collect the following voluntary information for **Freelance Teacher** accounts at the **Pro or Premium** subscription level:
  - 4.5.1. Name,
  - 4.5.2. Educational organization affiliation (district and/or school).
  - 4.5.3. Educational organization location (city and state)
  - 4.5.4. Email address,
  - 4.5.5. Role (job title)
  - 4.5.6. Password
  - 4.5.7. Payment information (credit card name, credit card number, expiration date, CVV or security code, and billing address)
- 4.6. We collect the following voluntary information for **Student** accounts (this information is considered *student personal information* as defined in subsection 3.1.2):
  - 4.6.1. Name,
  - 4.6.2. Email address,
  - 4.6.3. Username, and
  - 4.6.4. Password.
- 4.7. We collect the following voluntary information for **Teacher Assistant** accounts:
  - 4.7.1. Name,
  - 4.7.2. Email address,
  - 4.7.3. Username, and
  - 4.7.4. Password.
- 4.8. We collect the following voluntary information for **Super Teacher Assistant** accounts:
  - 4.8.1. Name,
  - 4.8.2. Email address,
  - 4.8.3. Username, and
  - 4.8.4. Password.
- 4.9. We collect the following voluntary information for **Facilitator** accounts:
  - 4.9.1. Name,
  - 4.9.2. Educational organization affiliation (district and/or school),

- 4.9.3. Educational organization location (city and state),
- 4.9.4. Email address,
- 4.9.5. Role (job title), and
- 4.9.6. Password.

## 5. Type of Information Automatically Collected from Users

- 5.1. We automatically collect the following information from **all Users** of the Service (this information is considered *student personal information* as defined in subsection 3.1.2 when it collected from a Student user who is under 18):
  - 5.1.1. The device IP Address,
  - 5.1.2. Cookies and other similar technologies to identify your browser or device,
  - 5.1.3. Browser web storage (including HTML 5) and application data caches, and
  - 5.1.4. Server log information.
- 5.2. We automatically collect the following information for **Organization Administrator** accounts at all subscription levels:
  - 5.2.1. Assigned Organization Teacher accounts and
  - 5.2.2. Permissions given to Organization Teacher accounts.
- 5.3. We automatically collect the additional following information for **Organization Teachers** accounts at all subscription levels:
  - 5.3.1. Classes created,
  - 5.3.2. Students enrolled in a class,
  - 5.3.3. Teacher assistants enrolled in a class,
  - 5.3.4. Assigned investigations (which consists of a set of activities and assignments)
  - 5.3.5. Activity and assignment start dates, prerequisites, and due dates,
  - 5.3.6. Assigned assessments (including start date and time and close date and time),
  - 5.3.7. Class announcements,
  - 5.3.8. Messages to students and teacher assistants,
  - 5.3.9. Score assigned to a student submission, and
  - 5.3.10. Tags created and assigned.
- 5.4. We automatically collect the following information for **Freelance Teachers** accounts at all subscription levels):
  - 5.4.1. Classes created,
  - 5.4.2. Students enrolled in a class,
  - 5.4.3. Teacher assistants enrolled in a class,
  - 5.4.4. Assigned investigations (which consists of a set of activities and assignments),
  - 5.4.5. Activity and assignment start dates, prerequisites, and due dates,
  - 5.4.6. Assigned assessments (including start date and time and close date and time),
  - 5.4.7. Class announcements,

- 5.4.8. Messages to students and teacher assistants,
- 5.4.9. Score assigned to a student submission, and
- 5.4.10. Tags created and assigned.
- 5.5. We automatically collect the following information for **Students** accounts (this information is considered *student personal information* as defined in subsection 3.1.2):
  - 5.5.1. Uploaded submissions. An uploaded submission can be a photo or video or any other type of file, depending on the settings of an assignment to which the submission is uploaded,
  - 5.5.2. Text submissions in response to assignments,
  - 5.5.3. Reviews of other student submissions,
  - 5.5.4. Posts made to other students,
  - 5.5.5. Reactions to other student submissions and posts,
  - 5.5.6. Messages sent to their teacher and the teacher's teaching assistant.
- 5.6. We automatically collect the following information for **Teacher Assistant** accounts:
  - 5.6.1. Activity and assignment start dates, prerequisites, and due dates,
  - 5.6.2. Assigned assessments (including start date and time and close date and time), and
  - 5.6.3. Messages to students and teachers.
- 5.7. We automatically collect the following information for **Super Teacher Assistant** accounts:
  - 5.7.1. Activity and assignment start dates, prerequisites, and due dates,
  - 5.7.2. Assigned assessments (including start date and time and close date and time), and
  - 5.7.3. Messages to students and teachers, and
  - 5.7.4. Score assigned to a student submission.
- 5.8. We automatically collect the following information for **Facilitator** accounts:
  - 5.8.1. Events created,
  - 5.8.2. Teachers enrolled in an event,
  - 5.8.3. Assigned workshops (which consists of a set of activities and assignments),
  - 5.8.4. Activity and assignment start dates, prerequisites, and due dates,
  - 5.8.5. Event announcements,
  - 5.8.6. Messages to teachers,
  - 5.8.7. Score assigned to a teacher submission, and
  - 5.8.8. Tags created and assigned.
- 5.9. We automatically collect the minimum about personal data (including *student personal information*) necessary for Users to use the features and tools that are included as part of the Service.

## 6. Access to Information Collected in the Service

- 6.1. No employee at Argument-Driven Inquiry, with the expectation of the Service Development Team, can view assigned investigations, assignment due dates, class announcements, messages to students or teaching assistants, edits made to student comments, or the score assigned to a student submission by a teacher without it being shared by the Teacher.

- 6.2. No employee at Argument-Driven Inquiry, with the expectation of the Service Development Team, can view a student submission, review, reaction, post, or message without it being shared by that student's teacher.
- 6.3. Employees at Argument-Driven Inquiry can view the names and emails of students and teaching assistants enrolled in a teacher's class.
- 6.4. Employees at Argument-Driven Inquiry can view the names and emails of Organization Teachers and Teacher Assistants in the Organization.
- 6.5. Organization Administrators can view assigned investigations, assignment due dates, and the score assigned to a student submission by a teacher.
- 6.6. Students can view their own submissions, reviews, reactions, and post along with the submissions, reviews, reactions, and posts by other students in the same class. Students cannot see the scores of other students assigned by the teacher as part of the Service.
- 6.7. Teachers can view student progress on an investigation or assessment in the Service, student submissions, reviews, reactions, posts, and messages, and the scores that they have assigned to submission while using the Service.
- 6.8. Teaching Assistants can view student progress on an investigation or assessment in the Service, student submissions, reviews, reactions, posts, and messages, and the scores that Teachers have assigned to student submission.
- 6.9. Super Teaching Assistants can view student progress on an investigation or assessment in the Service, student submissions, reviews, reactions, posts, and messages, and the scores that they or the Teachers have assigned to a student submission.
- 6.10. Facilitators can view teacher progress on a workshop in the Service, teacher submissions, reviews, reactions, posts, and messages, and the scores that they have assigned to a submission while using the Service.

## **7. Use of Collected Personal Data**

- 7.1. We use the personal data, including student personal information, collected in the Service to:
  - 7.1.1. provide the Services to you,
  - 7.1.2. improve the Services,
  - 7.1.3. to promote the safety and security of our users,
  - 7.1.4. to enforce our Terms of Use, and
  - 7.1.5. to communicate with you.
- 7.2. Any personal data collected from users, including student personal information, by the Service is never used for advertising by any third-party.
- 7.3. We do not collect or use personal data, including student personal information, for the purpose of our own targeted marketing or to create profiles that can later be used for the behavioral targeting of advertisements by us.
- 7.4. We never share, sell, or rent personal data, including student personal information, collected from Users to any third party, including marketers and advertisers.
- 7.5. We do not share, sell, or rent personal data, include student personal information, with any third party for the purpose of their own targeted marketing or to create profiles that can later be used for the behavioral targeting of advertisements by other parties or services.
- 7.6. We use and transfer to any other app of information received from Google APIs will adhere to the [Google API Services User Data Policy](#), including the Limited Use requirements.

## 8. Sharing of Information with Third Parties

- 8.1. We may contract and use certain trusted third parties to help us provide the Service, including but not limited to, the storage of data, maintenance services, database management, email communication, and payment processing. As a result, these third parties may have access to personal data, including student personal information, solely for the purpose of performing these tasks.
- 8.2. We only contract and use third parties have a Privacy Policy that is committed to substantially similar privacy protections as set forth herein.
- 8.3. We currently use the following service providers:
  - 8.3.1. *Amazon Web Services* to store your information;
  - 8.3.2. *Stripe Payments* to collect information and process payments for the Services;
  - 8.3.3. *HubSpot* to communicate with users; and
  - 8.3.4. *Microsoft Outlook* to communicate with users;

## 9. Data Retention

- 9.1. We do not retain personal data, including student personal information, for longer than necessary to deliver the Service and/or to meet our obligations to an organization.
- 9.2. Personal data, including student personal information, is not kept in backups after the delivery of the Service is complete and/or our obligations to an organization have been met.
- 9.3. Personal data, including student personal information, that was shared with a trusted third party to help us provide the Service (see section 8) is deleted after the delivery of the Service is complete and/or our obligations to an organization have been met.

## 10. Email notifications from the Service

- 10.1. Email notifications are sent *from the Service* to users. These emails are sent to notify:
  - 10.1.1. An Organization Administrator about updates to the Organizational Account;
  - 10.1.2. An Organization Administrator about updates or changes to a feature within the Service;
  - 10.1.3. A Teacher (Organization or Freelance) of an event that occurred within the system (for example, to let a Teacher know a Student made a submission in response to an assignment);
  - 10.1.4. A Freelance Teacher about the status of their subscription (for example time left before needing to renew).
  - 10.1.5. A Student of an event that occurred is about to happen within the system (for example, such as to let a student know that a submission deadline is coming up).
- 10.2. Email notification preference can be changed within the user profile of the Service.
- 10.3. The email notification from the Service will never be used to market or advertise a product or service from Argument-Driven Inquiry or any third party.

## 11. Email notifications from Argument-Driven Inquiry

- 11.1. Email notifications are sent *from Argument-Driven Inquiry* to Organization Administrators and Teachers (both Organization and Freelance but not Students). These emails are sent to notify these users about:
  - 11.1.1. Changes or updates to features found in the Service;
  - 11.1.2. The status of a subscription or account;



11.1.3. To market or advertise a current or existing product or service from Argument-Driven Inquiry (but not from any third party).

11.1.4. The email notifications from Argument-Driven Inquiry will never be used to market or advertise a product or service from a third party.

## **12. Advertisement within the Service**

12.1. The Service is advertisement free. In other words, users will not see any advertisements from Argument-Driven Inquiry or any third party while using the Service.

## **13. Change in Company Ownership**

13.1. Should we become involved in a merger, acquisition, or some form of sale of our assets, personal data, which includes student personal information, may be transferred, or disclosed in connection with such transaction.

13.2. We will not transfer any personal data, including student personal information, in the event of such transaction until the recipient of the data has committed to substantially similar privacy protections as set forth herein, or we will provide users with notice and an opportunity to opt out of the transfer of such information.

## **14. Release of User Data**

14.1. We may release user personal data, including student personal information, if we have a good belief that such release is reasonably necessary to satisfy applicable law, comply with court orders, enforce our terms of service, detect or prevent fraud or protect the rights, property, or safety of our users or the public.

## **15. Data Ownership**

15.1. All personal data remains the property of and is solely owned by you (and in the case of student personal information, the parent or guardian of the minor student) and thereby controlled by you (and in the case of student personal information, the parent or guardian of the minor student) by using the Services to submit, upload and/or share information.

15.2. You (and in the case of minor student, the parent or guardian of the minor student) are granting us an exclusive, worldwide, royalty-free license to use such information. We have the right to reproduce, adapt, modify, translate, publish, publicly display, and distribute any information you submit, upload, and/or share on or through the Services, solely for the purposes of:

15.2.1. providing the Service to users; and,

15.2.2. advertising or marketing the Service to new customers.

15.3. Any information that we use for the purpose of advertising or marketing of the Service to new customers will be de-identified to maintain your privacy.

15.4. If you are a Teacher, Teacher Assistant, Super Teaching Assistant, or Student and your account was provided to you by an Educational Organization then your account will be managed by the Organization Administrator(s), who will have access to all your account information.

15.5. Organization Administrator(s) can:

15.5.1. terminate your access or control of your account;

15.5.2. view information regarding your use of the account; and,

15.5.3. access and modify information stored on your account.

## 16. How to Access, Update, or Delete Your Information

- 16.1. You may, at any time, edit your account information by logging into your account and modifying your profile settings.
- 16.2. From time to time, you should review your account information to determine that it is accurate, complete, and current.
- 16.3. If you do not continue to provide us accurate contact information, we may not be able to provide you with the notices required by this policy or under applicable law.

## 17. Parent or Guardian Consent to for a Minor to Access and Use the Service

- 17.1. Organization Administrators, Organization Teachers, Freelance Teachers, Teacher Assistants, and Super Teacher Assistants are required to follow all laws and regulations when using the Service including, but not limited to, the Family Educational Rights and Privacy Act (“FERPA”), the Children’s Online Privacy Protection Act (“COPPA”), and any applicable state laws regarding the education of minors.
- 17.2. Organization Administrators, Organization Teachers, Freelance Teachers, Teacher Assistants, and Super Teacher Assistants are not permitted to send invitations to students under 18 to create an account in the Service or require students under 18 to use the Service without first obtaining the necessary consent from a parent or guardian that is required by COPPA.
- 17.3. Organization Administrators, Organization Teachers, Freelance Teachers, Teacher Assistants, and Super Teacher Assistants are only allowed to send an invitation to a student under 18 to create an account in the Service once a parent or guardian has given consent.
- 17.4. If an Organization Administrator, Organization Teacher, Freelance Teacher, Teacher Assistant, and Super Teacher Assistant elects to use the Service, they are responsible for obtaining any consent from a parent or guardian necessary for students under their care to create an account and use the Service.
- 17.5. If you are a parent or guardian and believe that your minor child has been invited to create an account in the Service or your minor child has used the Service without your consent, you should notify us immediately at [howdy@argumentdriveninquiry.com](mailto:howdy@argumentdriveninquiry.com) so that student account may be deleted from our servers and the Organization Administrator, Organization Teacher, Freelance Teacher, Teacher Assistant, and Super Teacher Assistant account can be suspended for violating the Terms of Use.
- 17.6. If you are a parent or guardian and believe that your minor child has provided personally identifiable information in the Service, you should notify us immediately at [howdy@argumentdriveninquiry.com](mailto:howdy@argumentdriveninquiry.com) so that the information may be deleted from our servers.

## 18. Support for Parent or Guardian Access to Student Personal Information

- 18.1. We support the parent(s) or guardian(s) of minors access to student personal information for the purpose of review and/or correction.
- 18.2. If you are a parent or guardian of a minor Student who uses the Services, you may contact your *child’s teacher* to:
  - 18.2.1. Request a change to your child’s access to the Service;
  - 18.2.2. Request access to your child’s student personal information that was shared with the Service (see section 4.6 and 5.5) for the purpose of review; and,
  - 18.2.3. Request a change to your child’s student personal information that was shared with the Service (see section 4.6 and 5.5) for the purpose of correction.
- 18.3. If you are a parent or guardian of a minor Student who uses the Services, you may also contact Argument-Driven Inquiry at [howdy@argumentdriveninquiry.com](mailto:howdy@argumentdriveninquiry.com) to:
  - 18.3.1. Request a change to your child’s access to the Service;

- 18.3.2. Request access to your child's student personal information that was voluntarily shared with the Service (see section 4.6) for the purpose of review;
- 18.3.3. Request a change to your child's student personal information that was voluntarily shared with the Service (see section 4.6) for the purpose of correction; and,
- 18.3.4. Request a permanent deletion of your child's account and any related student personal information.

## **19. Intellectual Property Infringement**

- 19.1. We do not permit the Services to be used in a manner that infringes upon the intellectual property rights of others.
- 19.2. We may, without prior notice, and in our sole discretion, remove any content we have reason to believe infringes on another's intellectual property rights.
- 19.3. We reserve the right to remove content or disable the access of users for uploading or sharing content in violation of this policy.

## **20. Security of Personal Information**

- 20.1. We maintain a comprehensive program that is designed to protect the security, privacy, confidentiality, and integrity of personal data (including student personal information) against risks (such as unauthorized access or use of data) using administrative, technological, and physical safeguards.
- 20.2. We provide resources to support Organization, Teachers, and Students to protect the security and privacy of personal data, including student personal information, while using the Service.
- 20.3. Our development and improvement of the Service is governed by this policy and our commitment to the security of personal data, including student personal information.

## **21. Compliance with Applicable Laws**

- 21.1. Our collection, use, and disclosure of personal data, including student personal information, is governed by this policy, our terms of service, and our agreement with the applicable Organization and/or Teacher.
- 21.2. Such collection, use, and disclosure of student personal information is also governed by and designed to meet our responsibilities under the provisions of the Family Education Rights and Privacy Act ("FERPA"), the Children's Online Privacy Protection Act ("COPPA"), and all other state laws that may be applicable.
- 21.3. Developments and improvements made to the Service are intended to keep personal data, including student personal information, secure and to comply with federal and state laws.
- 21.4. If you have questions related to our collection, use, and disclosure of personal data, including student personal information, or how we develop and improve of the Service in order to keep personal data, including student personal information, secure and comply with federal guidelines and state laws, please contact us at [howdy@argumentdriveninquiry.com](mailto:howdy@argumentdriveninquiry.com).

## **22. Changes to This Policy**

- 22.1. From time to time, we may change this Privacy Policy, in whole or in part for any purpose, and without notice.
- 22.2. When we change the Privacy Policy, you will:
  - 22.2.1. Be notified about the change the next time you log into the Service;
  - 22.2.2. Provided a copy of the new Privacy Policy;
  - 22.2.3. Asked to confirm that you understand the Privacy Policy; and,
  - 22.2.4. Asked to consent to the terms Privacy Policy before you will be able to use the Service.

## **23. Acknowledgment of the Privacy Policy and Consent to the Terms**

23.1. By using the Service, you

23.1.1. acknowledge the terms of this Privacy Policy; and,

23.1.2. consent to the terms of this Privacy Policy.