

## REMARK TEST GRADING – PRIVACY POLICY

Gravic, Inc. (“Gravic”) is committed to protecting your privacy. This privacy policy (“Policy”) applies to users of the Gravic’s **Remark Test Grading** service (the “Service”) available through our websites, including the remark.cloud site(s), and related sites (collectively, “Sites”). This Policy applies to users of our Services who are age 13 or older. The Services are intended for use by teachers and school personnel and are not intended for use by students. Persons under 13 are not allowed to use the Service. This Policy does not apply to websites, applications or services that do not display or link to this statement or that display or link to different privacy statements.

### WHAT DATA DO WE COLLECT?

Gravic collects information about you in various ways when you use our Services. There are three types of data that are collected: That which you provide, data provided by the school users, and data collected based on usage of the Services.

#### **Personal Information You Provide**

We collect personal information you provide to us related to the creation of your account. For example, we collect your name, email address, school district, and any other information you provide when you register for an account on our Services. We also receive information you provide us, such as the classes you teach, class rosters, your tests (including scanned images), test answers, and grades, which may include student names, ID numbers, and optionally email addresses. We only collect information from you that is needed in order to enable the Services to function for their intended purpose. We do not collect or receive demographic information, social security numbers, any protected health information, or credit card information from you.

#### **Information Your School and Instructors Provide**

Our Services may allow the account holder (schools, districts, instructors and other institutions) (collectively “Schools”) to access and interact with their students and their parents. If you invite or accept invitations from your School, or your School otherwise enrolls you in the Service, your School may share your personal information, such as your grades, test scores, and other information, with us. We may add all of this information to the information we have already collected from you via the Service, and we may use it as described in this Privacy Policy. We are not responsible for any errors in information your School provides to us.

#### **Information Collected Via Technology**

When you use our Services, some information is automatically collected. For example, when you use our Services your computer's operating system, your browser type, Internet Protocol

(IP) address, access times, number of tests processed, and your usage of the site is logged automatically. We may automatically collect information using "cookies." Cookies are data files stored on your hard drive by a website. We use cookies to store user session data, remember your account settings and determine if your system is compatible with certain technologies, in order to improve your user experience.

### **HOW DO WE USE YOUR PERSONAL DATA?**

Except as outlined below, Gravic does not sell or otherwise use your personal information or that of your students. We use personal information collected through our Services in connection with the operation of our Services. We may use your name and email address to provide technical support, or to contact you regarding Service related matters such as potential outages. We may contact you periodically regarding renewals to your account or to tell you about new products or services of Gravic that may be of interest to you or your School. We may periodically contact you with a short survey to help us improve our Services. You may choose to opt out of any surveys by following the directions included with the survey. If you opt out of surveys, we may still contact you for purposes related to the use of the Services. We will never contact your students directly unless you initiate the contact within the application (i.e. by emailing a report to a student).

### **WHEN DO WE SHARE YOUR PERSONAL INFORMATION?**

We do not share your personal information with third parties other than as follows: (1) with your consent; (2) with your School or those as directed by your School; (3) with third party vendors, consultants and other service providers who work for us and need access to your information to do their work in connection with the provision and maintenance of the Services; (4) to comply with laws or to respond to lawful requests and legal process; (5) to protect the rights and property of Gravic, our agents, customers, members, and others including to enforce our agreements, policies and terms of use; (6) in an emergency to protect the personal safety of Gravic, its customers, or any person; (7) in connection with or during negotiation of any merger, financing, acquisition, or dissolution, transaction or proceeding involving sale, transfer, divestiture, or disclosure of all or a portion of our business or assets to another company; or (8) in the event of insolvency, bankruptcy, or receivership, your information may also be transferred as a business asset. We may also share aggregated information without personal identification in our sole discretion.

## HOW SECURE IS YOUR PERSONAL INFORMATION?

Gravic is committed to protecting the security of your personal information. We use a variety of security technologies and procedures to help protect your personal information from unauthorized access, use, or disclosure. While Gravic uses reasonable efforts to protect your personal information, Gravic cannot guarantee its absolute security. Our servers are hosted by a world-leading Cloud hosting provider. Servers are required to be housed in a secure location and to be only accessible to approved employees who maintain the servers and are trained in security procedures.

Gravic currently has servers located in three different geographic locations. Depending upon your location, your application and data will be housed and will remain within a specific location. Our current server locations are:

**United States:** Customers in the USA, Central and South America will access servers in the USA. The physical servers are currently located in Virginia and by using our Service you are agreeing to allow transfer of your data to the USA (or the location of the physical servers of a successor Cloud hosting provider).

**Canada:** Customers located in Canada will use our Canadian servers. The physical servers are currently located in Quebec, Canada and by using our Service you are agreeing to allow transfer of your data to Canada (or the location of the physical servers of a successor Cloud hosting provider).

**European Union and EEA:** Customers located in the EU and EEA will access servers in the EU. The physical servers are currently located in Germany and by using our Service you are agreeing to allow transfer of your data to Germany (or the location of the physical servers of a successor Cloud hosting provider).

When purchasing an account, customers can request to have their application and data hosted in one of these specific servers above.

## REMARK TEST GRADING AND GDPR

For customers in the European Union and European Economic Area, your application and data will remain the the EU/EEA. Before you are able to use this application, you will need to execute Gravic's Data Processing Agreement that covers the requirements of GDPR.

Customers outside of the EU/EEA are not allowed to store data related to citizens of the EU. For questions about or related to GDPR and our data protection policies please contact our Data Protection Officer at [GDPR@gravic.com](mailto:GDPR@gravic.com).

## **REMARK TEST GRADING CLOUD AND CCPA**

Gravic takes your privacy seriously and is in compliance with the California Consumer Privacy Act of 2018. As of the date of this Privacy Policy, Gravic has never sold personal information to any third party. We do not intend to do so unless required to do so as outlined above. California residents may request that their personal data be removed from our application by contacting us at [privacy@gravic.com](mailto:privacy@gravic.com). As your data is used in conjunction with providing this service, removal of your personal information may render the service inoperable by you or your organization. Gravic will not refund any fees associated with your account nor will we provide additional assistance to support you once your data has been removed.

## **WHO TO CONTACT WITH QUESTIONS**

If you have any questions or concerns or complaints about our Privacy Policy or our data collection or processing practices, or if you want to report any security violations to us, please contact us at the following email address: [privacy@gravic.com](mailto:privacy@gravic.com).

## **CHANGES TO THIS PRIVACY POLICY**

Gravic reserves the right to modify the terms and conditions of this Privacy Policy from time to time. Please return to this page periodically so that you are kept abreast of any possible changes or modifications to this Privacy Policy. We reserve the right to periodically revise our Privacy Policy at our sole discretion, as provided in the Terms of Service. If we modify the Privacy Policy, we will make it available through the Services. In the event that the modifications materially alter your rights or obligations hereunder, we will make reasonable efforts to notify you of the change. If you do not agree with any changes to the Privacy Policy, you may terminate your account and cease use of the Services. Your continued use of the Services after the revised Privacy Policy has become effective indicates that you have read, understood and agreed to the modified or updated version of this Privacy Policy.