

## Service Level Agreement

**1. Definitions.** For purposes of this Schedule, the following terms have the meanings set forth below. All initial capitalized terms in this Schedule that are not defined in this **Section 1** shall have the respective meanings given to them in the Agreement.

**“Actual Uptime”** means the total minutes in the Service Period that the Services are Available.

**“Availability”** has the meaning set forth in **Section 2(a)**.

**“Availability Requirement”** has the meaning set forth in **Section 2(a)**.

**“Available”** has the meaning set forth in **Section 2(a)**.

**“Corrective Action Plan”** has the meaning set forth in **Section 3.5**.

**“Critical Service Error”** has the meaning set forth in **Section 3.4(a)**.

**“Exceptions”** has the meaning set forth in **Section 2.2**.

**“High Service Error”** has the meaning set forth in **Section 3.4(a)**.

**“Low Service Error”** has the meaning set forth in **Section 3.4(a)**.

**“Medium Service Error”** has the meaning set forth in **Section 3.4(a)**.

**“Resolve”** has the meaning set forth in **Section 3.4(b)**.

**“Scheduled Downtime”** has the meaning set forth in **Section 2.3**.

**“Scheduled Uptime”** means the total minutes in the Service Period.

**“Service Availability Credits”** has the meaning set forth in **Section 2.6(a)**.

**“Service Error”** means any failure of any Services to be Available or otherwise perform in accordance with this Schedule.

**“Service Level Failure”** means a failure to perform the Services fully in compliance with the Support Service Level Requirements.

**“Service Period”** has the meaning set forth in **Section 2(a)**.

**“Software Support Services”** has the meaning set forth in **Section 3**.

**“Support Request”** has the meaning set forth in **Section 3.4(a)**.

**“Support Service Level Requirements”** has the meaning set forth in **Section 3.4**.



## 2. Service Availability and Service Availability Credits.

(a) Availability Requirement. Supplier will make the Services Available, as measured over the course of each calendar month during the Term and any additional periods during which Supplier does or is required to perform any Services (each such calendar month, a “**Service Period**”), at least 99.95% of the time, excluding only the time the Services are not Available solely as a result of one or more Exceptions (the “**Availability Requirement**”). “**Available**” means the Services are available and operable for access and use by the Organization, its Administrative Users and End Users over the Internet in material conformity with the Agreement. “**Availability**” has a correlative meaning. The Services are not considered Available in the event of a material performance degradation or inoperability of the Services, in whole or in part. The Availability Requirement will be calculated for the Service Period as follows:  $(\text{Actual Uptime}) \div (\text{Scheduled Uptime} - \text{Total Minutes in Service Period Services are not Available Due to an Exception}) \times 100 = \text{Availability}$ .

2.2 Exceptions. No period of Services degradation or inoperability will be included in calculating Availability to the extent that such downtime or degradation is due to any of the following (“**Exceptions**”):

- (a) failures of the Organization’s, its Administrative Users’ or an End User’s internet connectivity;
- (b) Scheduled Downtime as set forth in **Section 2.3**.
- (c) Force Majeure Events in the national or regional cloud or internet providers (ISPs, MSP’s, etc), e.g. downtime of the internet due to catastrophic or unanticipated events beyond the Supplier’s control.

2.3 Scheduled Downtime. Supplier must notify the Organization at least seventy-two (72) hours in advance of all scheduled outages of the Services in whole or in part (“**Scheduled Downtime**”). All such scheduled outages will: (a) last no longer than five (5) hours; (b) be scheduled between the hours of 12:00 a.m. and 5:00 a.m., Eastern Time; and (c) occur no more frequently than once per week; provided that Supplier may request the Organization to approve extensions of Scheduled Downtime above five (5) hours, and such approval by the Organization may not be unreasonably withheld or delayed.

2.4 Software Response Time. Software response time, defined as the interval from the time the End User sends a transaction to the time a visual confirmation of transaction completion is received, must be less than two (2) seconds for 98% of all transactions. Unacceptable response times shall be considered to make the Software unavailable and will count against the Availability Requirement.

2.5 Service Availability Reports. At request, a report describing the Availability and other performance of the Services during that calendar month as compared to the Availability Requirement can be provided. The report must be in electronic or such other form as the Organization may approve in writing and shall include, at a minimum: (a) the actual performance of the Services relative to the Availability Requirement; and (b) if Service performance has failed in any respect to meet or exceed the Availability Requirement during the reporting period, a description in sufficient detail to inform the



Organization of the cause of such failure and the corrective actions the Supplier has taken and will take to ensure that the Availability Requirement are fully met.

## 2.6 Remedies for Service Availability Failures.

(a) If the actual Availability of the Services is less than the Availability Requirement for any Service Period, such failure will constitute a Service Error for which Supplier will issue to the Organization the following credits on the fees payable for Services provided during the Service Period ("**Service Availability Credits**"):

Availability	Credit of Fees
≥99.95%	None
<99.95% but ≥99.0%	15%
<99.0% but ≥95.0%	50%
<95.0%	100%

(b) Any Service Availability Credits due under this **Section 2.6** will be applied in accordance with payment terms of the Agreement.

(c) Supplier's repeated failure to meet the Availability Requirements will constitute a material breach under the Agreement. Without limiting the Organization's right to receive Service Availability Credits, the Organization may terminate the Agreement for cause in accordance with terms of the Agreement.

**3. Support and Maintenance Services.** Supplier will provide maintenance and support services for the Services (collectively, "**Software Support Services**") in accordance with the provisions of this **Section 3**. The Software Support Services are included in the Services, and Supplier may not assess any additional fees, costs or charges for such Software Support Services.

### 3.1 Support Service Responsibilities. Supplier will:

(a) correct all Service Errors in accordance with the Support Service Level Requirements, including by providing defect repair, programming corrections and remedial programming;

(b) provide an initial 1,000 hours of telephone support, twenty-four (24) hours a day, seven (7) days a week excluding major holidays.. Additional telephone support hours can be purchased as stated in Attachment A of Proctor360's Service Agreement;

(c) provide unlimited online support during proctoring sessions;

(d) provide online access to technical support bulletins and other user support information and forums, to the full extent Supplier makes such resources available to its other customers; and



- (e) respond to and Resolve Support Requests as specified in this **Section 3**.

3.2 Service Monitoring and Management. Supplier will continuously monitor and manage the Services to optimize Availability that meets or exceeds the Availability Requirement. Such monitoring and management includes:

- (a) proactively monitoring on a twenty-four (24) hour by seven (7) day basis all Services functions, servers, firewall and other components of Services security;
- (b) if such monitoring identifies, or Supplier otherwise becomes aware of, any circumstance that is reasonably likely to threaten the Availability of the Services, taking all necessary and reasonable remedial measures to promptly eliminate such threat and ensure full Availability; and
- (c) if Supplier receives knowledge that the Services or any Services function or component is not Available (including by written notice from the Organization pursuant to the procedures set forth herein):
  - (i) confirming (or disconfirming) the outage by a direct check of the associated facility or facilities;
  - (ii) if Supplier's facility check in accordance with clause (i) above confirms a Services outage in whole or in part: (A) notifying the Organization in writing pursuant to the procedures set forth herein that an outage has occurred, providing such details as may be available, including a Supplier trouble ticket number, if appropriate, and time of outage; and (B) working all problems causing and caused by the outage until they are Resolved as Critical Service Errors in accordance with the Support Request Classification set forth in **Section 3.4**, or, if determined to be an internet provider problem, open a trouble ticket with the internet provider; and
  - (iii) notifying the Organization that Supplier has fully corrected the outage and any related problems, along with any pertinent findings or action taken to close the trouble ticket.

3.3 Service Maintenance. Supplier will continuously maintain the Services to optimize Availability that meets or exceeds the Availability Requirement. Such maintenance services include providing to the Organization:

- (a) all updates, bug fixes, enhancements, new releases, new versions and other improvements to the Services, including the Software, that Supplier provides at no additional charge to its other similarly situated customers; and
- (b) all such services and repairs as are required to maintain the Services or are ancillary, necessary or otherwise related to the Organization's, its Administrative Users, or an End Users' access to or use of the Services, so that the Services operate properly in accordance with the Agreement and this Schedule.



3.4 Support Service Level Requirements. Supplier will correct all Service Errors and respond to and Resolve all Support Requests in accordance with the required times and other terms and conditions set forth in this **Section 3.4** ("**Support Service Level Requirements**"), and the Agreement.

(a) Support Requests. The Organization will classify its requests for Service Error corrections in accordance with the descriptions set forth in the chart below (each a "**Support Request**"). The Organization Service Manager will notify Supplier of Support Requests by email, telephone or such other means as the parties may hereafter agree to in writing.



Support Request Classification	Description:  Any Service Error Comprising or Causing any of the Following Events or Effects
Critical Service Error	<ul style="list-style-type: none"> <li>• Issue affecting entire system or single critical production function;</li> <li>• System down or operating in materially degraded state;</li> <li>• Data integrity at risk; or</li> <li>• Declared a Critical Support Request by the Organization and confirmed by Supplier;</li> </ul>
High Service Error	<ul style="list-style-type: none"> <li>• Primary component failure that materially impairs its performance; or</li> <li>• Data entry or access is materially impaired on a limited basis.</li> </ul>
Medium Service Error	<ul style="list-style-type: none"> <li>• Services is operating with minor issues that can be addressed with an acceptable (as determined by the Organization) temporary work around.</li> </ul>
Low Service Error	<ul style="list-style-type: none"> <li>• Request for assistance, information, or services that are routine in nature.</li> </ul>

(b) Response and Resolution Time Service Levels. Response and Resolution times will be measured from the time Supplier receives a Support Request until the respective times Supplier has (i) responded to, in the case of response time and (ii) Resolved such Support Request, in the case of Resolution time. “**Resolve**” (including “**Resolved**”, “**Resolution**” and correlative capitalized terms) means that, as to any Service Error, Supplier has provided the Organization the corresponding Service Error correction and the Organization has confirmed such correction and its acceptance thereof. Supplier will



respond to and Resolve all Service Errors within the following times based on the severity of the Service Error:

Support Request Classification	Service Level Metric (Required Response Time)	Service Level Metric (Required Resolution Time)
Critical Service Error	One (1) hour	Three (3) hours
High Service Error	One (1) hour	Four (4) hours
Medium Service Error	Three (3) hours	Two (2) Business Days
Low Service Error	Three (3) hours	Five (5) Business Days

(c) Escalation. With respect to any Critical Service Error Support Request, until such Support Request is Resolved, Supplier will escalate that Support Request within sixty (60) minutes of the receipt of such Support Request by the appropriate Supplier support personnel, including, as applicable, the Supplier Service Manager and Supplier's management or engineering personnel, as appropriate.

3.5 Corrective Action Plan. If two or more Critical Service Errors occur in any thirty (30) day period during (a) the Term or (b) any additional periods during which Supplier does or is required to perform any Services, Supplier will promptly investigate the root causes of these Service Errors and provide to the Organization within five (5) Business Days of its receipt of notice of the second such Support Request an analysis of such root causes and a proposed written corrective action plan for the Organization's review, comment and approval, which, subject to and upon the Organization's written approval, shall be a part of, and by this reference is incorporated in, the Agreement as the parties' corrective action plan (the "**Corrective Action Plan**"). The Corrective Action Plan must include, at a minimum: (a) Supplier's commitment to the Organization to devote the appropriate time, skilled personnel, systems support and equipment and other resources necessary to Resolve and prevent any further occurrences of the Service Errors giving rise to such Support Requests; (b) a strategy for developing any programming, software updates, fixes, patches, etc. necessary to remedy, and prevent any further occurrences of, such Service Errors; and (c) time frames for implementing the Corrective Action Plan. There will be no additional charge for Supplier's preparation or implementation of the Corrective Action Plan in the time frames and manner set forth therein.



3.6 Remedies for Service Level Failures. Supplier's repeated failure to meet the Support Service Level Requirements for any Critical Service Errors or High Service Errors, or any combination of such Errors, within the applicable Resolution time will constitute a material breach under the Agreement. Without limiting the Organization's right to receive Service Availability Credits, the Organization may terminate the Agreement for cause in accordance with terms of the Agreement.





## Privacy Policy

**Last Updated March 2021**

This Privacy Policy describes Proctor360 Inc.'s ("Proctor360," "we," "us" and "our") policies and procedures for the collection, receipt, use, storage, sharing, transfer, disclosure and other processing of personal information through our applications, websites, web pages, e-mails, plug-ins, extensions, channels and/or other services (collectively the "App"). This policy applies to test takers, test proctors and test organizations (referred to herein as "you," "your," the "user" or the "user's"). The information that we collect from you is used for providing and improving Proctor360's services. We will not use or share your information with anyone except as described in this Privacy Policy.

The terms used in this Privacy Policy have the same meanings as in our Terms and Conditions, which are accessible at <https://proctor360.com/terms> unless the terms are otherwise defined in this Privacy Policy, in which case the definitions in the Privacy Policy will supersede.

This Privacy Policy describes our data protection practices and the types of information that you provide to us, including Personally Identifiable Information (or "Personal Data," as further defined below); information we may collect automatically in the operation of our App; information from users of our products and services; screenshots, live and recorded audio and video; information we collect from time to time through your browser; information that we may receive from test sponsors or collect from you on behalf of certification, credentialing, licensure, regulatory, and academic admission test sponsors; and/or any and all other information which may be collected in connection with the taking or the proctoring of a test.

In addition, this Privacy Policy describes your rights and responsibilities; our rights and responsibilities; how we use the information we collect or receive; with whom we share the information; the measures we take to protect the security of Personal Data from loss, misuse and unauthorized access; the choices you can make about providing and restricting the provision of your Personal Data to us as it relates to your certification, credentialing, licensure, regulatory, and academic admission testing and/or test proctoring experience; and how you can contact us.

For purposes of this Privacy Policy, "Personal Data" is any information that can be used to identify you or that, when combined with other data or information, can be linked to you and includes, but is not limited to: personal contact details (name, street address, e-mail address, phone number, fax number, credit/debit card information, company and title). We may also collect or receive the following additional Personal Data during registration or in the testing process, as necessary or appropriate, including, but not limited to the following: testing details such as language, date of birth, test sponsor's identification number, employment data, previous examination history, education data, educational institution, location, and source of financing for the test; assessment details, including test taker's ID number; credit card information; citizenry information, including residence and country of citizenship; test taker's photograph; and



information about test proctors.

You agree that by visiting and/or providing information to, transmitting information to, or having another individual visit, provide information to, or transmit information to or through the App, you have authorized us to access your Personal Data, and you accept the practices described in this Privacy Policy and any updates made to this Privacy Policy.

It is your responsibility to read this Privacy Policy and check for updates on a regular basis, which will be noticed to you by way of updating the date of the “Last Updated” section at the top of this Privacy Policy. By continuing to use the App or any of our products or services after such updates have been made, you are agreeing to be bound by any changes to this Privacy Policy.

You are never required to provide us with your Personal Data. If you do not agree to this Privacy Policy, please do not provide, transmit or allow anyone else to provide or transmit your Personal Data to us; however, if you decide to not provide to us your Personal Data, it may affect our ability to allow you to register, schedule, take or proctor a test administered and delivered by us on behalf of the test sponsor; or to provide to you any other products or services offered on or through the App.

This Privacy Policy governs your use of any and all of the App, our products and/or services. You agree that we may collect or receive, use, process, disclose, transfer, and retain your Personal Data as described herein. We will use your Personal Data only for the purposes set forth herein.

### **Description of Online Proctoring Test Services**

Proctor360 provides online proctoring services. Online proctoring means that a user logs onto a testing platform through the Internet to take a test and is monitored during the entire testing session in real-time. Monitoring includes the user’s face, voice, desk, and workspace being captured, and a recording being made for the purposes of test security and to maintain the integrity of the testing process.

As a test taker, it is your responsibility to monitor your online proctored testing environment. It is your responsibility to ensure that only you will be recorded during your testing session and that no one else is physically in the room where you are testing. You must also silence communication devices so that no one can communicate with you while you are testing. If at any time during an online proctored testing session another person enters the testing space or if another person’s voice is detected on the audio recording, your testing session may be immediately terminated, and the test stopped. If this event occurs, you will not receive a test refund or be credited for any portion of the test fee.

Some test sponsors may elect to utilize a self-check-in automated greeting process during online proctor testing. This process includes identification validation through automated processing and facial comparison technology. You understand and agree that Proctor360 may, for certain test



sponsors, use facial comparison technology for the purpose of verifying your identity during the testing session by comparing your facial image to that presented on your identification and to facial images captured during the testing session and for the purposes of further developing, upgrading, and improving the App and our products and services.

The video and audio recordings mentioned above are standard test procedures for all test sponsors' online proctored tests. Video and audio recordings of test takers and test proctors will be used for legitimate purposes only, such as identity verification, remote observation, incident resolution, fraud prevention, test security, and for the integrity of the test and the testing process. For more information about how the test sponsor may collect and use your Personal Data, we encourage you to review the test sponsor's privacy policy.

### **Your Rights and Responsibilities**

As the subject of the Personal Data being collected, you have the following rights and responsibilities related to your Personal Data:

At any time you have the right to:

- Request access to the information we collect or maintain about you;
- Ask us how to correct any inaccurate or incomplete information we have about you, or request that we make corrections on your behalf;
- Request us to delete your information from our records;
- Withdraw consents you have given, where our collection and use is based upon your consent; and
- Ask us to send a copy of your Personal Data to a third party in a data portable format.

### **Our Rights and Responsibilities**

As the collector of Personal Data, we have the following rights and responsibilities related to your Personal Data:

- To update this Privacy Policy at any time without notice;
- To rely on the following legitimate business purposes to process your Personal Data:
  - **Performance of a contract.** We may need to collect and process your Personal Data as deemed necessary by us to perform services related to contractual agreements we have with you. Examples of our legitimate business purposes for processing your Personal Data include, but are not limited to: (i) when you make an online purchase in order for us to deliver the purchased product or service; and (ii) when you register and schedule to take a test sponsor's test on Proctor360's App and you enter into an agreement by and



between you, Proctor360 and the test sponsor for the purpose of permitting us to collect, use, transfer, process and store your Personal Data consistent with this Privacy Policy.

- **Consent**. Where we ask you for your consent, we will collect and use your Personal Data only to the extent you have consented.

- **Other Legitimate Purposes**. We may use your Personal Data for our legitimate business purposes related to improving our products and services; improving the content and functionality of the App; and for the other legitimate purposes of ourselves and our test sponsors.

### **Information Collection and Use**

For a better experience while using the App, we may require you to provide us with certain personally identifiable information, including but not limited to your name, phone number, and postal address. The information that we collect will be used to contact or identify you.

### **Personal Data Collected for Online Proctoring Test Services**

Personal Data that we collect or receive applies to test takers who register to take an online proctored test. Prior to the start of your online proctored test, you may be required to hold up your ID documentation, (for example your driver license, passport or other approved ID that the test sponsor designates), to be recorded by us for the purposes of identification and registration. You understand that the audio and video recordings of your testing session will be supplied to the relevant test sponsor and any of their appointed agents to assist with their management of your test.

### **Browser Actions**

We use browser extensions on browsers like Chrome, Firefox, Edge, and similar browsers which have the ability to track the browser actions of the test taker in some cases and enter information remotely in other cases.

### **Log Data**

Whenever you use our App, we collect information that your browser sends to us that is called Log Data. This Log Data may include information such as your computer's Internet Protocol ("IP") address, browser version, pages of our website or components of our applications that you visit, the time and date of your visit, the time spent on those pages or components, and other statistics.

### **Cookies**

Cookies are files with small amounts of data that are commonly used an anonymous unique identifier. These are sent to your browser from the website that you visit and are stored on your computer's hard drive.



Our website uses these “cookies” to collection information and to improve our App. You have the option to either accept or refuse these cookies, and to know when a cookie is being sent to your computer. If you choose to refuse our cookies, you may not be able to use some or all portions of our App.

### **Service Providers**

We may engage with third-party companies and individuals for the following reasons:

**Analytics:** Proctor360 uses software such as Google Analytics to help understand use of our Services. Google Analytics collects information sent by your browser as part of a web page request, including cookies and your IP address. Google also receives this information and their use of it is governed by their privacy policy.

**Advertising:** We may from time to time partner with third parties to manage our advertising on other sites. Our third-party partners may use technologies such as cookies to gather information about your activities on the App in order to provide you advertising based upon your browsing activities and interests. If you wish to not have this information used for the purpose of serving you interest-based ads, you may opt-out by sending an e-mail request to us at [support@proctor360.com](mailto:support@proctor360.com) with the subject line “Opt-out Request.” Please note this does not opt you out of all ads, only targeted ads. You will continue to receive generic advertisements online.

**Other Websites and Social Media:** We may from time to time share information with third-party apps and websites that integrate with our API or services, or those with an API or service with which we integrate. Our APP may include links to other websites whose privacy policies may differ from those of Proctor360. If you submit personal information to any of those websites, your information is governed by their respective privacy policies. We encourage you to carefully read the privacy policy of any website you visit. Our App may also include social media buttons and widgets for platforms such as Facebook, Twitter, Vimeo, and LinkedIn. These features may collect your IP address, which page(s) you are visiting on our site, and may set a cookie to enable the feature to function properly. Your interactions with these features are governed by the privacy policies of the companies providing them.

**Educational Institutions/Certifying Entities:** We may disclose information, including video and audio recording of testing sessions, to educational institutions/certifying entities upon request. We do this so that educational institutions/certifying entities can verify that the test taker was the person taking the exam and that no exam protocols were violated.

**Service Providers:** We may engage certain trusted third-parties to help optimize our App and assist with our testing services. We share your personal information with these third-parties only to the extent necessary for them to perform the functions we have requested. These companies are authorized to use your personal



information only as necessary to provide services to us in a manner consistent with our Privacy Policy and legal obligations.

**Legal:** In certain situations, Proctor360 may be required to disclose personal data in response to lawful requests by public authorities, including to meet national security or law enforcement requirements. We may also disclose your personal information as required by law, such as to comply with a subpoena or other legal process, when we believe in good faith that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud, or respond to a government request.

**Business Transfers:** Proctor360 may transfer information to a third party in the event of a bankruptcy, merger, acquisition, reorganization, or similar transaction. You will be notified via e-mail and/or a prominent notice on our App of any change in ownership that affects the processing of your personal information, as well as any choices you may have regarding your personal information.

**Other Sharing:** We may also share your information when you provide us with consent to do so.

## **Security**

We value your trust in providing us your Personal Information, thus we strive to use commercially, and industry accepted means of protecting it, including data storage, protection, recovery, and encryption, etc. As such, Proctor360 will at all times protect your Personal Data with operational, administrative, technical, and physical security safeguards. However, please be advised that no method of transmission over the internet, or method of electronic storage, is 100% secure or reliable, and we cannot guarantee the absolute security of your information.

## **International Data Transfers**

In most processing contexts, Proctor360 acts as a processor or service provider for an educational institution or certifying entity. In those situations, where required by applicable law, Proctor360 only transfers personal data to non-U.S. countries or international organizations where the educational institution or certifying entity has authorized Proctor360 to do so and only where we have taken appropriate steps to ensure your privacy rights continue to be protected in accordance with applicable law.

When we transfer information from individuals in the EEA to countries that have not received an adequacy finding under Article 45 of the GDPR, we rely on alternative adequate safeguards, such as the contractual mechanisms set forth in Article 46 of the GDPR or derogations for specific situations set forth in Article 49 of the GDPR. In the limited situations where we act as a controller and rely on a cross-border transfer mechanism under Article 49, we only collect and transfer your



information to non-U.S. countries: (i) with your consent; (ii) to perform a contract with you; or (iii) to establish, exercise, or defend legal claims.

### **Your California Privacy Rights**

We maintain compliance with the California Consumer Privacy Act. California residents may view the California specific privacy policies and practices [here](#).

### **Links to Other Sites**

Our App may contain links to other applications or websites. If you click on a third-party link, you will be directed to that website. Note that these external websites are not operated by us. Therefore, we strongly advise you to review the privacy policies of these websites. We have no control over, and assume no responsibility for the content, the privacy policies, or practices of, any third-party applications, websites, or services.

### **Children's Privacy**

Our App is not intended for use by children under the age of 13 and children between the ages of 13 and 18 may only use our App with the permission of their parent or legal guardian. The parents or guardians of any user under age 18 are responsible for the user's compliance with all requirements of this Privacy Policy. We do not knowingly collect personal identifiable information from children under 13. In any instance where we discover that a child under 13 has provided us with personal information, we immediately delete the information from our servers. If you become aware that any child has provided us with personal information, please contact us immediately so that we may take the necessary actions.

### **Family Education Rights Protection Act**

Proctor360 takes privacy extremely seriously, and strictly adheres to the Family Education Rights Protection Act of 1974 (FERPA). Proctor360 works with its clients to ensure compliance with FERPA and all applicable privacy laws, and one of the most important ways it ensures compliance with FERPA is by never storing any student personally identifiable information or education records in unencrypted form.

### **Changes to This Privacy Policy**

We may update our Privacy Policy from time to time. Thus, we advise you to review this page periodically for any changes. We will notify you of any changes by posting the date of the latest update to our Privacy Policy on this page. These changes are effective immediately, after they are posted on this page.

### **Contact Us**

If you have questions about this privacy policy, or if you want to inquire about enforcing your individual privacy rights, please contact us using the information below:



Support Team

Phone: 804-664-6000

Email: [support@proctor360.com](mailto:support@proctor360.com)