

We are pleased to welcome you as a member of the Global Grid for Learning and to our network of cooperating educational organizations, edtech vendors and financial sponsors who are working together to make education technology safer, more effective and more cost efficient.

Global Grid for Learning (“GG4L”, “we”, “us”, “our”) provides access to the School Passport platform to a School (school, school district, community college, university, or other educational organization) for the purposes of sharing data between the School and data consumers. Data consumers are typically cloud-based applications.

Our product, School Passport, is an iPaaS data integration hub that transmits roster and other operational data between Schools and consumers of that data on behalf of the School. Only data that is explicitly authorized by the School is made available to data consumers.

Data privacy is important to us. GG4L protects the privacy of any information we may collect through School Passport and other services and websites we own and operate. Details can be found in our [Privacy Policy](#). It is important to note that data ownership of School data at all times and in all circumstances remains exclusively with the School. Schools have complete control of and responsibility for their data. If you have questions about or need help with your data, just ask us.

Thank you for choosing Global Grid for Learning and for joining our network of educators, technologists and sponsors who protect data privacy and serve K-12 education through better education technology.

Terms

GG4L grants your School a limited, non-assignable, non-sublicensable, and non-exclusive license to access and use the School Passport platform. This license is provided strictly for the purpose of sharing School data with one or more data consumers, provided that all terms of this Terms of Service agreement, our Privacy Policy, and all applicable commercial and legal obligations are adhered to. This license is designed to enable seamless data integration and ensure secure, authorized data sharing, facilitating efficient educational administration and enhancing the functionality of educational tools and services.

By accessing and using our service, you agree to be bound by these terms of service, all applicable laws, and regulations. You acknowledge and agree that it is your responsibility to comply with any relevant local, state, national, and international laws, rules, and regulations that apply to your use of the service. If you do not agree with any of these terms, you are expressly prohibited from using or accessing the service. Any violation of these terms may result in the termination of your access to the service, and potential legal action.

The content, features, and functionality provided through the service are protected by applicable copyright, trademark, and other intellectual property laws. This protection covers all text, graphics, logos, icons, images, audio clips, digital downloads, data compilations, and software. Unauthorized use, reproduction, modification, distribution, or storage of any content from the service is strictly prohibited and may violate copyright, trademark, and other laws. All rights not expressly granted to you in these terms are reserved and retained by GG4L or its licensors, suppliers, publishers, rights holders, or other content providers.

Use

Who can sign up for and use an administrative user account?

A School Passport administrative account is essential for accessing our service and utilizing its full potential. To sign up for and continue using an administrative user account, you must meet specific criteria. Firstly, you must be officially authorized by your School to use this service. Authorization involves an explicit delegation of authority from the School

administration, recognizing you as a representative capable of managing and transmitting School data.

This authorization is not just a formality; it implies that you are entrusted with handling sensitive data in compliance with all relevant policies and legal requirements. By accessing and using the School Passport service, you affirm that you legally represent your School in matters related to the service's features, functions, and content. This legal representation includes adherence to internal data governance policies and external regulatory standards.

FERPA and COPPA Compliance

We treat your data as confidential and do not unnecessarily access it or knowingly share it in an unauthorized manner with third parties. Details can be found in our [Privacy Policy](#).

The responsibility for ensuring appropriate use of GG4L services lies with the School. The School must establish and enforce internal policies and procedures to guarantee compliance with the Family Educational Rights and Privacy Act (FERPA), the Protection of Pupil Rights Amendment (PPRA), and the Children's Online Privacy Protection Act (COPPA). These laws are designed to protect the privacy and rights of students and children, and it is crucial that the School adheres to these regulations diligently.

By using our services, you agree to uphold your responsibilities under FERPA, which governs the access and control of student education records, and PPRA, which provides parents and students with certain rights regarding surveys, collection, and use of information for marketing purposes. COPPA imposes specific requirements on websites and online services directed to children under 13 years of age, as well as on operators who knowingly collect personal information from children under 13.

GG4L acts as an authorized agent of the School, facilitating the secure transfer of data from your School to data consumers authorized by the School. This data may include personally identifiable information (PII) about students, including those under age 13. As part of our role, we ensure that data transfers are conducted securely and in compliance with all applicable laws and regulations.

Before authorizing the use of the service or sharing data with a data consumer, it is the School's responsibility to issue any required notifications to parents or guardians and obtain any necessary consents. This process is essential to ensure that parents or guardians are fully informed about how their children's data will be used and shared, and that they have provided their consent for such activities. The School must keep records of these consents and ensure that they are up-to-date and accessible for auditing purposes.

In addition, GG4L provides tools and resources to assist Schools in maintaining compliance with FERPA, PPRA, and COPPA. These resources include templates for parental notifications and consent forms, as well as guidelines for data handling and privacy best practices. We also offer training sessions and support to help School staff understand their responsibilities and effectively implement compliance measures.

Furthermore, GG4L regularly reviews and updates our data protection practices to align with evolving legal requirements and industry standards. We conduct periodic audits and assessments to ensure that our processes are robust and effective in protecting student data. In the event of a data breach, we have protocols in place to promptly notify the affected School and take necessary corrective actions to mitigate any potential harm.

By working collaboratively with Schools, GG4L aims to create a secure and compliant environment for the use of educational technology. We are committed to supporting Schools in their efforts to protect student privacy and ensure that all data transfers are conducted in a lawful and ethical manner.

GG4L Access to School Owned Data

You authorize us to access your data and will provide a way for us to access the information stored in your SIS, LMS, LDAP or other applicable systems. We will access and process data only as necessary to provide our service. The School at all times owns all rights, title and interest to all of its data. As such, the School is solely responsible for all of its data. We do not own, control, or license your data except to provide the School Passport service.

We provide access to your data only to our employees and certain trusted contractors or service providers who have a legitimate need to access it in connection with providing the School Passport service. Anyone involved in the handling of your data will treat it as confidential, will not disclose such data and will comply with these Terms of Service and our Privacy Policy.

We maintain access log(s) that record all disclosures of, or access to, your data within our possession and we will provide copies of those access log(s) to you upon your request.

Data Consumer Access to School Owned Data

You may authorize one or more data consumers to securely access your School's data through our School Passport platform. We will not transfer data to a data consumer unless transfer is explicitly authorized by your School.

At any time, you can revoke any data consumer's access through our platform.

You acknowledge that we are not responsible for the data practices of data consumers. You are solely responsible for the consequences of providing access to and transmitting data to data consumers.

Removing Your Data from Our Service

You have the right to request the deletion of any or all of your School's data that is in our possession at any time. To initiate this process, please submit a written request specifying the data you wish to be deleted. We are committed to responding to and complying with your deletion request within a commercially reasonable timeframe, which will not exceed sixty (60) business days from the date of receipt of your request.

Upon receiving your written request, we will verify the identity of the requester to ensure that the person making the request has the necessary authority to do so on behalf of the School.

Once verified, we will commence the data deletion process, ensuring that all copies of the specified data, whether stored in active databases or in backups, are permanently removed. This process will be conducted in accordance with industry best practices to ensure that the data is irretrievable.

It is important to note that if you have granted access to your data to a data consumer and subsequently need that data deleted, you must directly request such deletion from the data consumer. This is because once data has been transferred to a third-party data consumer, they become responsible for its management and any subsequent deletion requests. GG4L cannot delete data that resides outside of our systems and under the control of third-party data consumers.

Additionally, we recommend that Schools maintain comprehensive records of all data deletion requests and actions taken in response. This documentation is essential for auditing purposes and ensures compliance with data protection regulations and internal data governance policies.

In the event that you require a confirmation of data deletion, GG4L will provide a certificate of deletion upon completion of the process. This certificate will serve as formal documentation that your data has been deleted from our systems as requested.

Please be aware that certain data may be exempt from deletion if it is required to be retained for legal, regulatory, or legitimate business purposes. In such cases, we will inform you of the specific reasons why the data cannot be deleted and provide an estimate of the retention

period. Examples of such data may include records of transactions, communications, or other activities that need to be preserved for compliance or archival purposes.

Furthermore, GG4L implements stringent security measures to protect your data during the deletion process. This includes secure erasure techniques and thorough verification to ensure that no residual data remains on our servers or storage devices. We also conduct regular audits to ensure the integrity and effectiveness of our data deletion procedures.

Cancellation/Termination of School Passport's Service

Schools may at any time, and for any or no reason, terminate these Terms of Service and cancel access to our service by providing written notice.

Within seventy-two (72) hours of our receipt of such notice of termination, or earlier if commercially reasonable to do so, we will cease accessing your SIS. We will automatically delete all of your data that is currently operational within seventy-two (72) hours of our receipt of the termination notice. Data residing on backups or internal logs will be removed within sixty (60) days. We will provide notice to the School when your data has been deleted. GG4L can cancel your access to the service any time with 30 days' notice. In addition, we can terminate your access to the service with no notice if

- we believe you are in violation of the Terms of Service or our Privacy Policy,
- we believe that harm to a person or property is likely to occur, or
- we have reasonable evidence that representatives of your organization have violated the law.

However the service is terminated, once data has been transmitted to a data consumer, it is the School's responsibility to negotiate subsequent data processing or removal at the consumer's service directly with the data consumer.

Disclaimer

The service is provided on an 'as is' and 'as available' basis. GG4L makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties, including, without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, title, non-infringement of intellectual property or other violation of rights, and any warranties arising out of course of dealing or usage of trade.

GG4L does not warrant that the service will meet your specific requirements, that the operation of the service will be uninterrupted, secure, or error-free, or that defects in the service will be corrected. GG4L also does not warrant or make any representations regarding the use or the results of the use of the content and features available through the service, or any websites or services linked to or referenced by the service, in terms of their accuracy, reliability, completeness, or otherwise.

Further, GG4L does not warrant that the service, its servers, or any emails sent from GG4L are free of viruses or other harmful components. You understand that your use of the service, including any content downloaded or otherwise obtained through the use of the service, is at your own discretion and risk, and that you will be solely responsible for any damage to your computer system or loss of data that results from such use.

GG4L does not make any warranties or representations regarding the quality of any products, services, information, or other material purchased or obtained through the service, or the accuracy, timeliness, truthfulness, completeness, or reliability of any content obtained through the service. No advice or information, whether oral or written, obtained from GG4L or through the service, will create any warranty not expressly made herein.

In addition, GG4L expressly disclaims any warranty or representation to any third party, whether authorized or unauthorized. GG4L will not be liable for any loss or damage caused

by a distributed denial-of-service attack, viruses, or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of the service or to your downloading of any material posted on it, or on any website linked to it.

The foregoing disclaimer of warranties shall apply to the fullest extent permitted by applicable law. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusions may not apply to you. In such cases, the exclusions will apply to the greatest extent permitted by applicable law.

GG4L may provide links to third-party websites or services as a convenience to you. GG4L does not endorse, warrant, or guarantee the products or services available through such third-party links. GG4L is not responsible for the practices, privacy policies, or content of such third-party websites or services. When you access a third-party website or service, you do so at your own risk. Any transactions you enter into with such third parties are solely between you and the third party. GG4L shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such third-party links on the service.

By using the service, you acknowledge that you have read, understood, and agree to be bound by this disclaimer. If you do not agree to the terms of this disclaimer, you are not authorized to use the service.

AI Generated Content

Any AI generated content provided by GG4L Inc. ("the Company") for reviewing privacy policies and/or scoring them against the Children's Online Privacy Protection Act (COPPA) and Family Educational Rights and Privacy Act (FERPA) is intended for informational purposes only. The results generated by the AI tool are based on automated analysis and should not be construed as legal advice, legal opinion, or a substitute for professional legal counsel.

1. **No Legal Advice:** The AI tool's assessments, scores, and recommendations do not constitute legal advice. Users should seek independent legal advice from a qualified attorney regarding any legal matters or concerns related to their privacy policies and compliance with COPPA, FERPA, or any other laws or regulations.
2. **Accuracy and Reliability:** While the Company strives to ensure that the AI tool is accurate and up-to-date, it makes no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability, or availability with respect to the tool or the information, assessments, scores, or recommendations provided by it. Any reliance you place on such information is therefore strictly at your own risk.
3. **Limitation of Liability:** In no event will the Company be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this AI tool.
4. **No Guarantee of Compliance:** The results generated by the AI tool do not guarantee compliance with COPPA, FERPA, or any other applicable laws or regulations. Compliance with legal requirements is a complex and fact-specific endeavor that requires the expertise of qualified legal professionals.
5. **User Responsibility:** Users of the AI tool are solely responsible for any actions taken based on the information provided by the tool. The Company

disclaims all responsibility for any actions taken or not taken based on the AI tool's outputs.

6. **Changes and Updates:** The Company reserves the right to make changes and updates to the AI tool and this disclaimer at any time without notice. It is the user's responsibility to review the disclaimer regularly for any changes.

By using the AI tool, you acknowledge that you have read, understood, and agreed to this disclaimer. If you do not agree with any part of this disclaimer, you should not use the AI tool.

Limitations

In no event shall GG4L, its affiliates, suppliers, licensors, or any third parties mentioned on the service be liable for any indirect, incidental, special, consequential, or punitive damages, including, without limitation, damages for loss of data or profit, loss of goodwill, business interruption, computer failure or malfunction, or any other commercial damages or losses, arising out of or in any way connected with the use or inability to use the content and features of the service, or any other interactions with GG4L, whether based on warranty, contract, tort (including negligence), or any other legal theory, even if GG4L or a GG4L authorized representative has been advised of the possibility of such damages.

Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. In such cases, GG4L's liability will be limited to the fullest extent permitted by applicable law.

GG4L is not responsible for any liability arising out of content provided by you or any third party, or material linked through the service. You specifically acknowledge that GG4L is not liable for the defamatory, offensive, or illegal conduct of other users or third parties and that the risk of injury from the foregoing rests entirely with you.

In addition, GG4L shall not be liable for any damages resulting from the failure, by you or your School, to provide GG4L with accurate information or to update information as necessary. You are responsible for maintaining the confidentiality of your account and password, and you agree to accept responsibility for all activities that occur under your account or password. GG4L cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

To the maximum extent permitted by law, you acknowledge and agree that you assume full responsibility for your use of the service. You agree that any information you send or receive during your use of the service may not be secure and may be intercepted by unauthorized parties. You agree that your use of the service is at your own risk and that the service is made available to you at no charge.

Furthermore, GG4L shall not be liable for any loss or damage resulting from your failure to comply with the terms of service, or any other agreement with GG4L, or from your violation of any applicable law. GG4L also disclaims all liability for any claims arising out of or related to your misuse of the service, your inability to use the service, or any interruption, suspension, or termination of the service.

Accuracy of materials

The materials appearing on the service could include technical, typographical, or photographic errors. GG4L does not warrant that any of the materials on its website are accurate, complete or current. GG4L may make changes to the content and features contained on the services at any time without notice. However, GG4L does not make any commitment to update the materials.

Links and References to other Websites and Services

GG4L may provide links to third-party websites or services for your convenience. However, GG4L has not reviewed all of the websites and services linked to or referenced by the service and does not control and is not responsible for the content, features, availability, accuracy, legality, appropriateness, or reliability of any such website or service. The inclusion of any link or reference does not imply endorsement, approval, or recommendation by GG4L of the site or any association with its operators.

Your use of any such linked or referenced website or service is at your own risk. GG4L disclaims any responsibility for any harm resulting from your use of such websites or services. You acknowledge that GG4L does not monitor or control the information collected by these external sites and is not responsible for the data collection, privacy practices, or content of these third-party sites. You are encouraged to review the privacy policies and terms of service of any third-party websites or services you visit.

Furthermore, GG4L is not liable for any loss or damage of any sort incurred as the result of the presence of such third-party links on the service. Any dealings you have with third parties found while using the service are between you and the third party, and you agree that GG4L is not liable for any loss or claim you may have against any such third party.

In addition, the appearance of external links does not constitute endorsement by GG4L of the information, products, or services contained on such external sites. GG4L does not warrant or make any representations regarding the use or the results of the use of the content or services available on these third-party sites. Access to any third-party websites linked to or referenced by the service is entirely at your own risk, and GG4L shall not be responsible for any damages or losses arising from your reliance on or use of any content, goods, or services available on or through any such website or service.

Please be aware that when you use a link to go from our service to another website, these Terms of Service and our Privacy Policy are no longer in effect. Your browsing and interaction on any other website, including websites that have a link on our service, is subject to that website's own rules and policies. GG4L strongly advises you to read the terms and conditions and privacy policies of any third-party websites or services that you visit.

If you encounter any issues with the links provided or find that the content on third-party websites is inappropriate or not working, please contact us so we can review and take appropriate action. However, GG4L assumes no responsibility for regularly screening, monitoring, or evaluating the content or accuracy of the third-party websites or services linked to by the service.

By using the service, you acknowledge and agree that GG4L shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods, or services available on or through any such linked or referenced website or service.

Modifications

GG4L may revise these terms of service for School Passport at any time without notice. We will take reasonable steps to let users know about changes via our service. By using this service you are agreeing to be bound by the then current version of these terms of service. If we make a significant change to this document we will ask you to re-consent to the amended terms.

Governing Law

These terms and conditions are governed by and construed in accordance with the laws of California and you irrevocably submit to the exclusive jurisdiction of the courts in that State or location.

To contact the Global Grid for Learning Data Controller or Data Protection Officer:

Email: dataprivacy@gg4l.com

Mail: Global Grid for Learning, A Public Benefit Corporation Attn: Data Privacy

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