

This privacy policy (this "Policy") describes how ClickMind, LLC (the "Company") collect, use and share personal information of consumer users of this website, <a href="https://www.ekmathematics.com">www.ekmathematics.com</a> together with any other related sites, mobile-friendly sites, additional software, and data (collectively, the "Site"). This Policy also applies to any of our other websites that post this Policy. This Policy does not apply to websites that post different statements.

### INFORMATION WE COLLECT

In order to provide our users with personalized services, we collect information about you in a range of ways.

### Information You Give Us.

We may collect your name, postal address, email address, phone number, problem and exam results, location data, username, password, demographic information (including, but not limited to your gender, your age, your educational background), messages you send as well as other information you directly give us on our Site.

We log usage data when you visit or otherwise use our Site, such as when you view or click on content or ads. We use log-ins, cookies, device information and internet protocol ("IP") addresses to identify you and log your use.

#### **Information We Get From Others.**

We may get information about you from other sources. We may add this to information we get from this Site.

# Information Automatically Collected.

We automatically log information about you and your device. For example, when visiting our Site, we log your device operating system type, browser type, browser language, the website you visited before browsing to our Site, pages you viewed, how long you spent on a page, access times and information about your use of and actions on our Site.

#### Cookies.

We may log information using "cookies." Cookies are small data files stored on your device by a website. We may use both session Cookies (which expire once you close your web browser) and persistent Cookies (which stay on your device until you delete them) to provide you with a more personal and interactive experience on our Site. This type of information is collected to make the Site more useful to you and to tailor the experience with us to meet your special interests and needs.

#### **USE OF PERSONAL INFORMATION**

We use your personal information as follows:

- 1. We use your personal information to operate, maintain, and improve our Site, products, and services.
- 2. We use your personal information to respond to comments and questions and provide customer service.
- 3. We use your personal information to send information including confirmations, invoices, technical notices, updates, security alerts, and support and administrative messages.
- 4. For users over the age of 13, we use your personal information to communicate about promotions, upcoming events, and other news about products and services offered by us and our selected partners.
- 5. We use your personal information to link or combine user information with other personal information.
- 6. We use your personal information to protect, investigate, and deter against fraudulent, unauthorized, or illegal activity.
- 7. We use your personal information to provide and deliver products and services customers request.
- 8. We use your personal information to enable the Company and subscribers to directly communicate.
- 9. We use the data (which can include your communications) to investigate, respond to and resolve complaints and service issues (e.g., bugs).

#### SHARING OF PERSONAL INFORMATION

We may share personal information as follows:

- a. We may share personal information with your consent. For example, you may let us share personal information with others for their own marketing uses. Those uses will be subject to their privacy policies.
- b. We may share personal information when we do a business deal, or negotiate a business deal, involving the sale or transfer of all or a part of our business or assets. These deals can include any merger, financing, acquisition, or bankruptcy transaction or proceeding.
- c. We may share personal information for legal, protection, and safety purposes.
- 1. We may share information to comply with laws.
- 2. We may share information to respond to lawful requests and legal processes.
- 3. We may share information to protect the rights and property of the Company, our agents, customers, and others. This includes enforcing our agreements, policies, and terms of use.
- 4. We may share information in an emergency. This includes protecting the safety of our employees and agents, our customers, or any person.

We may share information with those who need it to do work for us.

We may also share aggregated and/or anonymized data with others for their own uses, excepting any data collected from or relating to a user under the age of 13.

### INFORMATION CHOICES AND CHANGES

You may send requests about personal information to our contact information below. You can request to change contact choices and update your personal information.

You can typically remove and reject cookies from our Site with your browser settings. Many browsers are set to accept cookies until you change your settings. If you remove or reject our cookies, it could affect how our Site works for you.

### **ADDITIONAL**

# **Children's Online Privacy Protection Act**

- 1. **Parental Consent**. The Site is intended for both general use and for use by children under the age of 13 (a "Child Student"). Access to the Services may be provided to a Child Student only with parental consent. Any Child Student who accesses the Site warrants that they have obtained express parental consent to do so.
- 2. Collection of PII from Users Under the Age of 13. We may collect personal information, including Personal Identifiable Information and Personal Viewing Information, from Child Students only to the extent necessary to enable the enjoyment of the Site's features. We may collect such information as the Child Student's:
  - 1. Contact Information: name, address, telephone number, email address,
  - 2. School or Educational Institution: associated school or educational institution,
  - 3. Academic Information: test scores, quiz scores, homework scores and other similar performance data
- 3. **Review, Opt-Out and Account Termination**. A parent or Child Student may elect, upon notice and verification of their identity, may elect to (i) review the Child Student's personal information, (ii) refuse to permit the further use or future online collection of that Child Student's personal information, (iii) opt to delete the Child Student's personal information and (iv) terminate their account.
- 4. **Data Protection and Security**. We have established and maintain reasonable procedures to protect the confidentiality, security, and integrity of personal information collected from all users. A Child Student's personal information may be shared only to service providers, educators, educational institutions and third parties who are capable of maintaining the confidentiality, security and integrity of such information, and who provide assurances that they will maintain the information in such a manner.

# Family Educational Rights and Privacy Act

1. FERPA - The Site is intended for use by students and educators in order to facilitate classroom instruction. The services provided by the Site may be incorporated into the curriculum of an educator, school or other similar institution in order to facilitate the achievement of students' educational goals. To the extent that the Site is incorporated or used in conjunction with

- the educational program of any school, educator or institution that receives funds from an applicable program of the U.S. Department of Education, the Family Educational Rights and Privacy Act, or "FERPA", grants parents certain rights with respect to educational records retained by the Site.
- 2. If your child is directed to use the Site by an educator, school or other educational institution subject to FERPA, please direct your FERPA-related requests to that educator, school or institution.
- 3. If you are a school, educator, or other relevant institution with responsibilities under FERPA, you assume the sole responsibility of:
  - 1. Providing notice to parents and students of their rights under FERPA,
  - 2. Obtaining affirmative parental consent to the use of the Site and the services by their children and the collection educational records (such as test scores, academic performance, etc.) by us, and
  - 3. Providing access to such information to a parent or child at their election.

# **Digital Millennium Copyright Act**

- 1. **Removal of Infringing Material** Under the Digital Millennium Copyright Act, users who have a good faith belief that copyrighted material resides on the Site in contravention of their exclusive rights may issue to us a notice pursuant to 17 U.S.C. 512. Upon receipt of sufficient notice, we will respond expeditiously to remove, or disable access to, the material that is claimed to be infringing or to be the subject of infringing activity.
- 2. **Proper Notice under the DMCA** To issue proper notice under the DMCA, please submit a written notice that includes the following:
  - 1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
  - 2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
  - 3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material.
  - 4. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
  - 5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.

- 6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- 3. **Agent for Service of Notice** Please direct all DMCA notices to our registered agent:

The Larned Group, LLC P.O. Box 2613
Ann Arbor MI, 48106

California Residents. California's "Shine the Light" law (Civil Code Section § 1798.83) allows customers who are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please send an email dan@clickmindlearning.com

**CONTACT INFORMATION.** We welcome your comments or questions about this Policy. You may also contact us at:

ClickMind, LLC. 2291 Weber Dr. Dexter, MI 48130

Phone: 734-249-4593

Email: dan@clickmindlearning.com

**CHANGES TO THIS PRIVACY POLICY**. We may change this Policy from time-to-time. If we make any changes, we will change the Last Updated date above.