

## Application and Hosting Privacy Policy (UK Applications)

This Application and Hosting Privacy Policy ("Policy") is by and between Renaissance Learning, UK Ltd. ("Renaissance" "us" or "we") and Schools licensed to use Renaissance's Services. This Policy applies only to Services for the UK Renaissance Applications; for the Application and Hosting Privacy Policy applicable to the US Renaissance Applications, please visit <https://doc.renlearn.com/KMNet/R60990.pdf> and applicable to the myON Applications, please visit <https://doc.renlearn.com/KMNet/R61741.pdf>. If you are not a School or a User (such as a student or parent to whom a School grants access), you are not allowed to use the Services. If you do not agree to the terms of this Policy, please do not use the Services. Nothing in this Policy shall be construed as granting any School or User any rights to use or access any Services and any School or User shall only have the right to use and access the Services as set forth in the agreement(s) entered into between a User's School and Renaissance (the "License and Services Agreement").

### Updates

Renaissance may revise this Policy from time to time and will make an updated version of this Policy available on a publicly accessible location. Subject to the foregoing, Renaissance will not make material changes to this Policy without first providing prominent notice to the School and allowing the School choices before Personal Data is used in any manner inconsistent with terms the School was initially provided; and not make material changes to other policies or practices governing the use of personal data that are inconsistent with contractual requirements.

### School Control

The collection, input, use, retention, disposal, and disclosure of any Personal Data submitted via the Services are controlled by the School. Renaissance will not delete, change, or share any information from the Services except as provided in this Policy or explicitly directed/consented to in writing by the School (for example a request from the School to share information with another provider of educational services to the School) unless we have a good faith belief that such action is necessary to: conform to legal requirements or to respond to lawful requests by public authorities, including to meet national security or law enforcement requirements; or to enforce our contractual obligations. Renaissance also collects non-personal information, including aggregated Personal Data as described in this Policy.

### Definitions

"Data Protection Legislation" means

- with respect to Users in the European Union, (a) prior to 25 May 2018, the Data Protection Act 1998 and the EU Data Protection Directive 95/46/EC; (b) the EU General Data Protection Regulation (Regulation 2016/679) ("GDPR"); (c) the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and (d) all applicable laws and regulations relating to processing of Personal Data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner; and

- with respect to all other Users, applicable national, federal, state, local, municipal, and foreign laws and regulations applicable to Personal Data.

“myON Applications” means the commercial educational online software products being provided to a School under such School’s License and Services Agreement and identified therein as a myON Application, including, without limitation, myON Reader, myON Books and myON News.

“Personal Data” has the same meaning as set out in the GDPR.

“Renaissance Applications” means the commercial educational online software products provided to a School under such School’s License and Services Agreement and identified therein as a Renaissance Application, including, without limitation, Star 360, Star Math, Star Reading, Star Early Lit, Star Spanish, Star Custom, Accelerated Reader 360, Accelerated Reader, Accelerated Math, English in a Flash, Math Facts in a Flash and Flow 360.

“UK Renaissance Applications” means the United Kingdom version of the Renaissance Applications.

“US Renaissance Applications” means the United States version of the Renaissance Applications.

“School” means a public or private school, district, multi-academy trust (MAT) in the United Kingdom, after school service provider, library or other educational organization or learning center that provides educational services that, in all cases, license any Services from Renaissance.

“Services” means the platform, software products and related services with respect to the UK Renaissance Applications.

“User” means a person, (including an educator, student or parent) given access rights to the Services by or at the direction of the School who has the right to use the Services under the licensing terms agreed upon by the School and Renaissance.

## What Information Renaissance Collects and Maintains

- **Usage Details.** When Users access the Services, Renaissance may automatically collect certain details about the User’s access to and use of the Services. This information may include application or website traffic data, location data, logs and other communication data and the resources that educators and students access and use on or through the Services.
- **Cookies (or Mobile Cookies) and Web Beacons.** A cookie is a small file placed on computing devices such as computers, tablets, and smartphones. A web beacon is a small electronic file such as a clear gif, pixel tag, or single-pixel gif. Renaissance may use cookies and web beacons to collect website or Service usage details. It may be possible for an User to refuse to accept cookies and web beacons by activating the appropriate setting on the computing device(s) being used. However, doing so may impair certain functions of the Services.
- **Device Information.** Renaissance may collect information about a User’s computer device, mobile device, and Internet connection, including the device’s unique device identifier, IP address, operating system, browser type, and mobile network information.

- **Stored Information and Files.** The Services also may access certain files, including metadata, stored on the User's computing device in order to satisfy User requests to integrate those files into the functionality of the Services (for example, to provide access to an e-Book or other stored materials).
- **Information Input by Users.** When using the Services, Users will input information that is then stored by the Services such as salutation, name, user name and password, name of School, School ID, gender, year level, student ID or other identifier, staff ID or other identifier, primary position, date of birth, ethnicity, eligibility for entitlements (such as pupil premium, free school meal or other similar entitlements), language, as well as assessment responses, comprehension quizzes, lesson completion, practice and other academic skills that is then stored by the Services.
- **Information generated from using the Services.** Users' use of the Services generates information or outputs such as calculated scores for assignments, assessments and quizzes, as well as information contained within custom reports, which combine information input by Users and calculated scores.

## How Renaissance Uses Information Collected

Renaissance will not use the Personal Data it collects in the Services to conduct targeted advertising directly to students, nor does it publicly disclose information submitted by Users. Renaissance uses the information, including Personal Data, it collects to:

- Provide Schools and/or Federations, MATs (and third-party service providers acting under the authority of the School, Federation or MAT) and Users with access to the Services and its contents, and any other information, products or services, that the School requests from us.
- Provide Schools with account notices, including expiration and renewal notices.
- Carry out the respective obligations of Renaissance and Schools and enforce Renaissance's rights arising from any contracts entered into with Schools, including for billing and collection.
- Notify Schools of changes to any products or services Renaissance offers.
- Estimate size and usage patterns.
- Store information about School and User preferences, allowing Renaissance to customize its services and Users' experience.
- Communicate with Users as necessary to fulfill Renaissance's obligations to Schools.
- Maintain and improve the Services performance or functionality.
- Improve educational products for adaptive learning purposes and for customizing learning;
- Demonstrate the effectiveness of Renaissance's products;
- For the development and improvement of educational sites, services, or applications; or
- To anonymize Personal Data so that it can be used for aggregate reporting and analytics purposes (and, where applicable to support any of the uses listed above or any other legitimate business purpose).

## How Renaissance Shares Information

- Renaissance and Renaissance's U.S. Parent Company may share or permit direct collection of Personal Data with/by third-party contractors to support operations of the Services who are bound by contractual or other obligations to use the information only for such purpose and to keep the information confidential. Third parties are prohibited from using Personal Data to engage in targeted advertising. Renaissance may share or permit direct collection of Personal Data with or by the following third-party contractors:

Name of third-party contractor ("Recipient") (Telephone No.)	Country where Recipient is Located	Recipient's Purpose for Using the Personal Data (Description of delegated work scope)	Items of Personally Identifiable Information to be Transferred	Time and Method of Transfer	Recipient's Period of Retention and Use
Amazon Web Services (866-216-1072)	USA	Application hosting	Please refer to the information listed in the section above entitled "Information Renaissance Collects and Maintains"	On an as-needed basis through information and communication networks	Until the Recipient's purpose for using the personal information has been fulfilled
Wisconsin Independent Network, LLC (866-206-2027)	USA	Data center co-location			

- Renaissance and Renaissance's U.S. Parent Company may share Personal Data if it is required to do so by law or legal process, such as to comply with any court order or subpoena or to respond to any government or regulatory request.
- Renaissance and Renaissance's U.S. Parent Company may share Personal Data if it reasonably believes disclosure necessary or appropriate to protect the rights, property or safety of Renaissance or Renaissance's U.S. Parent Company, its customers or others, including to: (i) protect the safety of a child; (ii) protect the safety and security of the Services; or (iii) enable Renaissance or Renaissance's U.S. Parent Company to take precautions against liability.
- Renaissance and Renaissance's U.S. Parent Company may share Personal Data with law enforcement agencies or for an investigation related to public safety.
- Renaissance and Renaissance's U.S. Parent Company may share Personal Data with applicable governmental departments, agencies, or ministries (e.g., in the United Kingdom, HM Department for Education) or entities working under its authority to support alignment studies and educational research, subject to contractual or other obligations to use the information only for such purpose and to keep the information confidential. Renaissance and Renaissance's U.S. Parent Company may share Personal Data with other providers of educational services to a School subject to the School having directed/consented to the same in writing.
- Renaissance and Renaissance's U.S. Parent Company may sell, transfer, or otherwise share some or all of its assets, including the Personal Data it collects, in connection with a merger, acquisition, reorganization or sale of assets or in the event of bankruptcy, in which case the successor entity is subject to the same commitments set forth in this Policy.
- Renaissance may share Personal Data with third-parties that a School has authorized.
- Renaissance and Renaissance's U.S. Parent Company may disclose information about Users that is not Personal Data.

## Ownership

By providing access to the Services, Renaissance does not own or directly manage any student Personal Data. All student Personal Data, including student records, remains the property of the School.

## Parental Inquiries

Renaissance will direct all requests to review and/or correct erroneous information to the School. The Services generally have functionality which allows School personnel to correct or modify records without any intervention by Renaissance. If a School requires Renaissance's assistance to correct erroneous information, the School may contact Renaissance and Renaissance shall assist the School in correcting the erroneous information as directed by the School.

## Security

Renaissance agrees to develop, implement, maintain and use commercially reasonable administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all Personal Data stored, managed, retained, accessed or used via the Services.

- Renaissance will notify the School without any undue delay of any Personal Data breach in accordance with applicable Data Protection Legislation. The School agrees to provide the adult students and parents of the School's minor students with direct notice of any such security breach as required by applicable Data Protection Legislation. Except to the extent required by applicable law, Renaissance will not communicate directly with adult students and parents of Schools' minor students except as directed in writing by the School and will cooperate with Schools in fulfilling any additional notification requirements, such as to data protection authorities.

## Data Retention and Destruction

Personal Data is removed from the Services after the School terminates its subscription to the Services and for a reasonable amount of time afterwards to account for potential renewal. Additionally, if requested in writing by the School, Personal Data is returned to the School in a standard file format. Personal Data removed from the Services will be removed from Renaissance's primary data center after 30 days and will be removed from all backups within 90 days of the removal from the Services. However, to the extent that any Personal Data must be retained under applicable laws and regulations, the Personal Data will be retained and used for the period and purpose as prescribed under such laws and regulations. Anonymous and aggregated data that does not include Personal Data may remain on Renaissance's systems and Renaissance may continue to use that information.

## Third Party Services

The Services may operate with third-party software and services obtained separately by the School or Users ("Third Party Services") (for example document management systems, third-party websites, etc.). While Renaissance may configure its Services to operate with third-party services, Renaissance does not endorse, and is not responsible for the privacy policies, operation, or functionality of Third-Party Services.

## Recourse

Renaissance and Renaissance's U.S. Parent Company set out three requirements for effective enforcement: (i) recourse for individuals to whom the Personal Data relate; (ii) follow up procedures for verifying that the attestations and assertions they have made about their privacy practices are true; and (iii) obligations to remedy problems arising out of failure to comply with the applicable Data Protection Legislation and consequences for such organizations.



## Compliance with Applicable Law

Renaissance shall not disclose any Personal Data from the Services to any third party except: (i) if required by law or valid court order, (ii) as directed in writing by the School or, (iii) as permitted elsewhere in this Policy, including where the third party is bound by contractual or other obligations to use the Personal Data only for such purpose and to keep the information confidential. Third parties are prohibited from using Personal Data from the Services to engage in targeted advertising.

- **Data Protection Legislation.** Renaissance complies with any applicable Data Protection Legislation and may set forth the terms of such compliance in the License and Services Agreement agreed upon by Renaissance and a particular School. To the extent applicable to a User, the following applies to such User and will control in the event of conflict with preceding sections of this Policy:
  - For User in the European Union, see <https://doc.renlearn.com/KMNet/R61739.pdf>
  - For User in United States, see <https://doc.renlearn.com/KMNet/R61738.pdf>
  - For Users in South Korea, see <https://doc.renlearn.com/KMNet/R61740.pdf>
- **Privacy Shield.** Renaissance's U.S. Parent Company has certified with the [EU-U.S. Privacy Shield](#) with respect to the Personal Data they receive and process on behalf of our customers through the Services. Renaissance's U.S. Parent has certified that it adheres to the Privacy Shield Principles of notice, choice, onward transfer, security, data integrity, access, and enforcement for Personal Data submitted by our customers in participating European countries through the Services, and their Privacy Shield certification is available [here](#). They may also process Personal Data our customers submit relating to individuals in the European Union via other compliance mechanisms, including data processing agreements based on the EU Model Clauses. See <https://doc.renlearn.com/KMNet/R61739.pdf> for additional details.

## Contact Us

If you have any questions or concerns regarding how Renaissance's U.S. Parent Company collects, uses, and shares Personal Data under the Privacy Shield Framework, please contact them using the information below.

ATTN: Data Protection Officer  
Renaissance Learning Inc.  
PO Box 8036  
2911 Peach Street  
Wisconsin Rapids, Wisconsin 54495-8036  
United States  
[privacy@renaissance.com](mailto:privacy@renaissance.com)

If you have any other questions or concerns regarding this Policy or how Renaissance collects, uses, and shares Personal Data, please contact us using the information below.

ATTN: Data Protection Officer  
Renaissance Learning UK Ltd  
32 Harbour Exchange Square  
London E14 9GE, United Kingdom  
[privacy@renaissance.com](mailto:privacy@renaissance.com)