

Privacy Policy

Last Updated: October 8, 2018

At REACH Media Network (referred to as “Company,” “us”, “our” or “we”), your privacy is important to us. This Policy discloses the privacy practices for our websites, the mobile apps we publish in the Apple App Store or on Google Play, as well as related products and services we may offer to you, collectively referred to as our “Services”. This Policy also covers how personal information that we receive or collect about you outside of our Services is treated.

We may occasionally update this Privacy Policy – you can see when the last update was by looking at the “Last Updated” date at the top of this page. We won’t reduce your rights under this Privacy Policy without your explicit consent. If we make any significant changes, we’ll provide prominent notice by posting a notice on the Service and/or notifying you by email (using the email address you provided), so you can review and make sure you know about them prior to the change taking effect.

We encourage you to review this Privacy Policy from time to time, to stay informed about our collection, use, and disclosure of personal information through the Service. If you don’t agree with any changes to the Privacy Policy, you may terminate your account or discontinue using our Services. By continuing to use the Services after a revised Privacy Policy has become effective, you acknowledge that you accept and agree to the current version of the Privacy Policy.

If you have any questions about this Policy, please contact us as directed in Section 13 of this Privacy Policy.

1. Types of Information We Collect

We collect two types of information about our users: Personally Identifiable Information and Aggregate Information.

Personally Identifiable Information (“PII”):

This refers to information that lets us know the specifics of who you are. Examples of PII may include your first and last name; you or your child’s school or district name; your address, city or state; your phone number; your email address; your grade or your ID number assigned by your school or district. When you engage in certain activities on our Services, such as registering for an account, contacting us for support or information about our Services, validating your ID number, submitting orders for our products our Services, or sending us feedback, we may ask you to provide certain PII.

Aggregate Information:

This refers to information that does not by itself identify a specific individual. We gather certain information about you based upon how you use our Services and what other websites may have directed you to us. This information, which is collected in a variety of different ways, is compiled and analyzed on both a personal and an aggregated basis. This

information may include the Website's Uniform Resource Locator ("URL") that points to our Services you just came from, which URL you go to after visiting our Services, what browser or device type you are using, your Internet Protocol ("IP") address and log reports generated by your use of our Services.

2. How We Collect and Use Information

We do not collect any PII about you unless you voluntarily provide it to us or your school or district provides it to us for the purpose of enabling our Services for your use. You may be required to provide certain PII to us when you elect to use certain features available in our Services. These may include: (a) registering for an account or accessing certain features within our Services; (b) submitting product orders; or (c) submitting a support request or request for product information or (d) sending us an email or placing or receiving a telephone call to or from us.

We may use your PII to provide our Services, deliver product offerings to you, enhance the operation of our Services, improve our internal marketing and promotional efforts, statistically analyze Service use, improve our product offerings, and customize our Service's content, layout, and available features. We may use PII to deliver information to you and to contact you regarding administrative notices. Finally, we may use your PII to resolve disputes, troubleshoot problems and enforce our agreements with you, including our Terms of Service and this Privacy Policy.

We do not use information which you provide about third parties, such as students or parents, for any marketing or promotional purposes or share this information with others.

We may also collect certain Aggregate Information. For example, we may use your IP address to diagnose problems with our servers, software, to administer our Site and to gather demographic information.

3. Cookies

Depending on how you use our Services, we may store cookies on your computer in order to collect certain aggregate data about our users and to customize certain aspects of your specific user experience. A cookie is a small data text file which is stored on your computer that uniquely identifies your browser. Cookies may also include more personalized information, such as your IP address, browser type, the server your computer is logged onto, the area code and zip code associated with your server, and your first name to welcome you back to our website. We may use cookies to perform tasks such as: monitoring aggregate site usage metrics, storing and remembering your passwords (if you allow us to do so), storing account and advertising preferences that you have set, and personalizing the Services we make available to you. However, we do not use cookies to track your browsing behaviors. Most browsers are initially set up to accept cookies, but you can reset your browser to refuse all cookies or to indicate when a cookie is being sent. However, some aspects of our Services may not function properly if you elect to disable cookies.

4. Release of Information

We will not sell, trade, or rent your PII to others.

Occasionally we may be required by law enforcement or judicial authorities to provide PII to the appropriate governmental authorities. In such cases, we will disclose PII upon receipt of a court order, subpoena, or to cooperate with a law enforcement investigation. We fully cooperate with law enforcement agencies in identifying those who use our products or services for illegal activities. We reserve the right to report to law enforcement agencies any activities that we in good faith believe to be unlawful.

5. Third-Party Service Providers

To best provide our Services, and keep your information safe, we work with a few other companies. These companies only have access to the information they need to provide our Services. We assess the security and privacy policies of third-party service providers at least once per year to ensure they are capable of complying with our guidelines and practices for ensuring the confidentiality, security and integrity of student data, the transfer of student's PII to a school or district contracted with us upon request or contract termination and deletion of such data.

We use some third-party service providers strictly on this public-facing website (<https://reachmedianetwork.com/>) and not within our full suite of Services. Here is a list of the essential third-party service providers we work with, if they are used only on this website or within our Services, why we use them and links to their respective privacy policies:

<u>Third Party</u>	<u>Services or Website Only</u>	<u>Purpose</u>
Microsoft Azure	Services	Cloud Hosting
SendGrid	Services	Transactional email delivery
Google Maps API	Services	Map functions
Google Translation API	Services	Translation functions
JW Player	Services	Video hosting and playback
Canadian Web Hosting	Services (n/a outside Canada)	Cloud Hosting (n/a outside Canada)
Hubspot	Website Only	CRM
Google Analytics	Website Only	Website traffic analytics

6. Third-Party Service Partners

We market some product and service offerings on the behalf of affiliates, service providers, partners and other third parties (“Service Partners”). This document only addresses how we collect, use and disclose your information. We do not share PII provided to us with our Service Partners or collect PII from our Service Partners. We encourage our Service Partners to adopt and promote strong privacy policies; however, the collection and use of your PII by our Service Partners is governed by their respective privacy policies and is not subject to our control.

7. Updating and Correcting Information

We believe you should have the ability to access and edit the PII that you have provided to us. You may change any of your PII in your account online at any time by logging into your account or contacting us as directed in Section 13 of this Privacy Policy.

We encourage you to promptly update your PII if it changes. You may ask to have the information on your account deleted or removed; however, some information, such as past transactions, logs of technical support calls, or other information may not be deleted during the duration of our contract with your school or district.

8. User Choices on Collection and Use of Information

We may, from time to time, send you email regarding new products or services that we feel may interest you. We will only send you these notifications if you have previously indicated that you wish to receive them. If you do not want to receive notifications from us, you can “opt-out” by contacting us as directed in Section 12 of this Privacy Policy.

You also have choices with respect to cookies, as described above. By modifying your browser preferences, you have the choice to accept all cookies, to be notified when a cookie is set, or to reject all cookies. If you choose to reject all cookies some parts of our Services may not work properly for you.

9. Security of Your PII

When you use our Services, you can be assured that your PII is secure as we strive to take appropriate security measures to protect against unauthorized access to or unauthorized alteration, disclosure or destruction of your PII. For example:

1. We work hard to ensure that the data we collect is reliable, accurate, complete and current. We use PII only for the purposes for which it was collected or to comply with any applicable legal or ethical reporting or document retention requirements.
2. We limit access to PII only to specific employees, contractors and agents who have a reasonable need to come into contact with your information. For example, we may

provide members of our technical support team with limited access to your account in order to allow them to troubleshoot problems you may be having with our Services.

3. Additionally, we also employ a number of physical, electronic, and procedural safeguards to protect PII. Our secure servers and our data centers are protected by encryption, and our servers reside behind firewalls and password protection.
4. Finally, access by you to your PII is available through a password selected by you. This password is encrypted. We recommend that you do not divulge your password to anyone. Unfortunately, no data transmission over the Internet or any wireless network can be guaranteed to be 100% secure. As a result, while we strive to protect your PII, you acknowledge that: (a) there are security and privacy limitations inherent to the Internet which are beyond our control; and (b) the security, integrity and privacy of any and all information and data exchanged between you and us through our Services cannot be guaranteed.

Although we make concerted good faith efforts to maintain the security of personal information, and we work hard to ensure the integrity and security of our systems, no practices are 100% immune, and we can't guarantee the security of information. Outages, attacks, human error, system failure, unauthorized use or other factors may compromise the security of user information at any time. If we learn of a security breach or other unauthorized disclosure of your PII, we will attempt to notify you so that you can take appropriate protective steps by posting a notice on our homepage (www.schoolinfoapp.com) or elsewhere in our Service and we will send email to you at the email address you have provided to us. Additionally, we will notify the primary administrative contact at your school or district by email and telephone and assist with their efforts to ensure your notification.

Any such notice will include:

1. The date of the breach.
2. The type of information that was subject to breach.
3. General description of what occurred.
4. Steps we are taking to address the breach.
5. The contact person with our Company who you can contact regarding the breach.

If you are a parent, legal guardian or eligible student and an unauthorized disclosure of your student's PII records occurs, we will notify you by email at the email address we have on record for you or through notice to your school or district's primary administrative contact in the event that we do not have an email address on record for you.

In the event that all or a portion of the Company or its assets are acquired by or merged with a third-party, personal information that we have collected from users would be one of the assets transferred to or acquired by that third-party. This Privacy Policy will continue to apply to your information, and any acquirer would only be able to handle your personal information as per this policy (unless you give consent to a new policy). We will provide you with notice of an acquisition within thirty (30) days following the completion of such a transaction, by posting on our homepage, or by email to your email address that you provided to us. If you do not consent to the use of your personal information by such a successor company, you may request its deletion from the Company.

In the unlikely event that we go out of business, or file for bankruptcy, we will protect your personal information, and will not sell it to any third-party.

10. Minors

If you are under the age of 18, you may not place orders for our Services. We do not knowingly collect PII directly from minors or use or disclose PII about minors regardless of how provided to us except as disclosed in this Privacy Policy to a parent, legal guardian, eligible student or administrator at a school, district or other public education entity. If you are a minor, we strongly recommend that you obtain consent from a parent or guardian before using our Services.

11. Safe Harbor Statement

In our commitment to protect the privacy of children, we participate in the [iKeepSafe Safe Harbor program](#). If you have any questions or need to file a complaint related to our privacy policy and practices, please contact the iKeepSafe Safe Harbor program's dedicated consumer complaint department at COPPAPrivacy@ikeepSAFE.org.

12. Contact Us

If you have any questions, concerns or inquiries about our Privacy Policy, or our use of your PII, or our privacy practices, please contact us at (952) 944-7727 ext 200 or via email to info@reachmedianetwork.com or mail to REACH Media Network, Attn: Darren Wercinski - CEO, 6440 Flying Cloud Dr. #225, Eden Prairie, MN 55344.