SAFARI Montage® Products and Services
Privacy Policy

Thank you for using SAFARI Montage products and services. Library Video Company d/b/a SAFARI Montage ("SAFARI Montage," "we," or "our") is the leading K-12 Learning Object Repository, Video Streaming Library, IPTV, & Live Media Streaming provider. The system provides an interoperable foundation for a digital learning ecosystem where teachers and students can access procured, created, and curated educational digital resources, create playlists, and integrate items into their LMS.

1.   Scope of the Policy

This Privacy Policy explains the data collection, use, and disclosure practices for all features of the SAFARI Montage products and services (the "Solution"). The Solution is subject to all applicable terms, conditions, licenses, and other agreements in place between SAFARI Montage and a school, district, educational agency, or purchasing group (any such customer, a "School District") and its authorized end users, such as school administrators, teachers, students, and parents ("Users"). School Districts should read and understand this Privacy Policy.

Certain circumstances are outside the scope of our Privacy Policy. For example, the Solution can be integrated with third-party applications such as enterprise directory solutions, application portals, student information systems, learning management systems, storage providers, and IMS Global standards-compliant providers of educational tools and content ("Interoperability Partners"). School Districts decide whether and how to share their data with Interoperability Partners. Also, when a website visitor or User links or navigates to a third-party application or website, the third party's terms of use and privacy policy will apply. SAFARI Montage has no control over third-party applications or websites. We recommend that School Districts and visitors to our websites read the privacy policies third-party websites and applications before accessing them. This Privacy Policy describes, among other things:

- what information may be collected from a School District and its Users through the use, support, and maintenance of the Solution;
- how information will and will not be used;
- how information may be shared with third parties; and
- how SAFARI Montage will safeguard the information.

By purchasing, accessing, or using the Solution, the School District and its Users consent to this Privacy Policy. If the School District or User does not agree with this Privacy Policy, please do not purchase, access, or use the Solution.

2.   Information Collected

The Solution may collect personally identifiable information that can identify or reasonably be linked to individual User, including the information of students (collectively, "PII"). PII may be provided by the School District or its Users to facilitate use, support, and maintenance of the Solution, or generated by the Solution as a result of such use. PII we collect may include:

- First and last name
- Email address
- School name
- Student classes and rosters, including data such as class name, SIS ID, and teacher
- User LDAP DNs (Lightweight Directory Access Protocol Distinguished Name), SIS ID, or other external ID
- "View & Chat" and other communications between student Users and educators
- "Get It?" assessment information

- Scores/grades passed from third-party content providers
- User-generated content
- Information contained in any image, photograph, video, audio recording, or User-submitted profile
- Usage data by individual User, such as:
  - Log of activity, including activity, date and time, User, IP address, and link to object
  - Learning objects and playlists viewed
  - Search terms entered

"Anonymized Data" is information that contains no PII but may identify the name of the educational institution and User type (such as student, teacher, administrator) associated with the data. Anonymized Data we collect may include:

- User's operating system and software versions
- Web browser used
- Server hardware used
- Server configuration
- Content package versions
- Bandwidth usage
- Third-party system integrations enabled on the Solution
- Usage data, such as:
  - General statistics, including schools and Users
  - Log of activity, including activity, count, date, and time
  - Learning objects viewed
  - Count of "View & Chat" and "Get It?" sessions
  - Uploaded file statistics for User-generated content, including number, file type, and storage used
  - Playlist statistics
  - Search terms entered
  - Search execution times
  - Recording statistics

3. How Information is Used

SAFARI Montage considers PII to be confidential. We never sell PII, whether from students or other Users, nor do we give students' or other Users' PII to third parties for advertising or marketing purposes. We do not collect information to create a student profile for non-educational purposes or utilize behaviorally targeted advertising.

We will only use PII:

- For educational purposes as authorized by the School District;
- To deliver to School Districts and their Users the services, features, and functionality of the Solution;
- To inform School Districts and certain Users (other than students) about the services, features, and functionality of the Solution;
- To provide support services for the Solution;
- To permit access to certain features of the Solution from a User's mobile device when uploading photos or videos to the Solution; and
- To enable integrations with Interoperability Partners, provided that the School District requests such integration and the sharing of PII between the Solution and the Interoperability Partner.

Anonymized Data may be used to conduct internal reporting in connection with the Solution and its features and functionality. It may also be used to share with third parties for the primary purpose of improving the user experience.

4. How Information is Shared with Third Parties

Interoperability Partners. When a School District configures or requests that the Solution be integrated with an Interoperability Partner, the Solution and our technical support team may receive, store, or share authentication

tokens and User account information containing PII necessary to support the integration and to facilitate single sign-on across multiple systems.

When a User is logged into the Solution and using an Interoperability Partner-provided feature or content, the Interoperability Partner may collect PII from a User subject to the Interoperability Partner's privacy policy and practices. SAFARI Montage is not responsible for the data collection or use practices of Interoperability Partners. An Interoperability Partner's privacy policy will govern information provided and should be read before accessing an Interoperability Partner's system through the Solution.

Support and Maintenance. If a School District receives technical support services (generally, either in connection with a limited warranty or an active maintenance and support agreement), an internal SAFARI Montage technical support representative will diagnose and resolve a request for technical support by an authenticated and secure means available only to authorized support personnel to remotely access and view Information in the Solution. Except when necessary to provide technical support services, SAFARI Montage technical support representatives are prohibited from downloading or otherwise saving or recording any PII contained or displayed within the Solution that may be incidentally viewed during the course of such access. From time to time it may be necessary to share PII with external third-party service providers to resolve technical support issues; in such cases, SAFARI Montage will only use service providers with privacy and security practices consistent with our own.

Solution Vendors. We may share information with trusted third-party contractors or service providers that we use to support our business or perform technology services on our behalf, but only to carry out the specific purposes of their work for us.

We adhere to a comprehensive vendor assessment policy and process to review the information security and continuity practices and policies of all vendors employed in the development and delivery of all of our products, services, and websites so that we only share data with third parties consistent with our own security policies.

Other Users. When using the Solution to share content between Users, system and curriculum administrators can view a User's content and access "View & Chat" sessions and messages. Additionally, school administrators, principals, and teachers can access "View & Chat" sessions and messages hosted by the teacher.

Other Reasons.   We may disclose a School District's data to a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of SAFARI Montage's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding (in which Student Data and other PII in our possession is among the assets transferred) and to fulfill the educational purpose for which the information is provided. In such an event we will require the successor to adhere to this policy or will otherwise provide notice to allow School Districts sufficient time to evaluate any material changes and make choices regarding its continued use of the Solution.

SAFARI MONTAGE MAKES NO REPRESENTATIONS REGARDING WHAT DATA A THIRD-PARTY SERVICE PROVIDER (FOR EXAMPLE, FOR INTERNET, CLOUD STORAGE, CONTENT FILTERING, OR AUTHENTICATION OR FOR CLIENT-BASED SOFTWARE SUCH AS WEB BROWSERS, ACCESSIBILITY, OR PRODUCTIVITY TOOLS) USED BY A SCHOOL DISTRICT IN ASSOCIATION WITH THE SOLUTION MAY COLLECT FROM THE SOLUTION OR HOW SUCH DATA IS USED OR SHARED.

5.   Product Integrations

Google. If the School District is using a Google product integration with the Solution (for example, Google Chrome® Extension, Google Drive™, Google Docs™, and G-Suite for Education™), then this section of the Privacy Policy applies. If a School District or User does not want to be bound by this section of the Privacy Policy, then please do not download, access, or use any Google product integration with the Solution.

When using a Google product, Users will be asked to authorize access to certain information about their Google user account and interaction with Google services associated with the account. In order to support sign-in with such Google integrations, the User's Google account information is compared with user account information for the Solution as

maintained by the School District's system administrator. The User's Google log-in credentials are used to log into the Solution. SAFARI Montage does not store Users' Google account information or share it with third parties.

Additionally, when a User saves a link to a Google Drive item, a link to a website, or a file from Google Drive, the Solution may collect the link URL, file, and metadata from Google in order to save the link or file to the Solution with all available complementary metadata.

SAFARI Montage use and transfer of information received from Google APIs to any other app will adhere to Google API Services User Data Policy, including the Limited Use requirements.

Google LLC is a third-party service provider. Use of Google services is subject to Google's privacy policies and terms of service. SAFARI Montage is not responsible for the collection, use, or sharing of a School District's or User's information, including PII, by any service provided by Google LLC or its affiliates. SAFARI MONTAGE MAKES NO REPRESENTATIONS REGARDING WHAT DATA GOOGLE MAY COLLECT FROM THE SOLUTION OR HOW SUCH DATA IS USED OR SHARED. Google's privacy policy and terms can be found at http://www.google.com/policies/privacy and https://policies.google.com/terms.

Microsoft. If the School District is using a Microsoft product integration with the Solution that uses Microsoft APIs, including Microsoft Graph APIs (for example, Microsoft Teams, OneDrive, and Azure AD SSO), then this section of the Privacy Policy applies. If a School District or User does not want to be bound by this section of the Privacy Policy, then please do not download, access, activate, or use any Microsoft product integration with the Solution.

When using a Microsoft product, Users will be asked to authorize access to certain information about their Microsoft user account and interaction with Microsoft services associated with the account. To support sign-in, the User's Microsoft account information is compared with user account information for the Solution as maintained by the School District's system administrator. The User's Microsoft identity is used to log into the Solution. Information collected may include first and last name, Microsoft username, and email address. Information collected may also include a list of the User's teams and channels, the User's profile photo, the User's individual SAFARI Montage User Global ID (in encrypted or obfuscated form), the SAFARI Montage content permanent link, and other non-User related information associated with the content that the User is attempting to share (such as content-related title, abstract, and thumbnail). The information collected by the Solution, including personal information and non-personal information, is used to effect SSO, search and save content from a User's OneDrive, and create channel messages and assignments for sharing to Microsoft Teams.

School Districts are responsible for obtaining and documenting all necessary consents to allow data to be accessed by Microsoft in accordance with applicable federal, state, and local laws. School Districts and Users can go to https://account.live.com/consent/Manage or https://myapps.microsoft.com to revoke data access consents at any time.

Microsoft is a third-party service provider. Use of Microsoft services is subject to Microsoft's privacy policies, terms of service, or other contracts with the School District. SAFARI Montage is not responsible for the collection, use, or sharing of a School District's or User's information, including PII, by any service provided by Microsoft or its affiliates. SAFARI MONTAGE MAKES NO REPRESENTATIONS REGARDING WHAT DATA MICROSOFT MAY COLLECT FROM THE SOLUTION OR HOW SUCH DATA IS USED OR SHARED. Microsoft's privacy statement can be found at https://privacy.microsoft.com/en-US/privacystatement.

6.   Cookies and Automatic Information Gathering Technologies

Every time a User uses the Solution to navigate to a specific location within the Solution or to view content, the Solution also collects usage information in connection with the User's activity. The Solution is designed to collect how, when, and which parts of the Solution or its features Users use, which Interoperability Partner services Users connect to via the Solution, and when, how, and what Users post to Interoperability Partner services. Also, the Solution may collect a unique identifier for a User's device, media access control (MAC) address, or other unique identifier in order to maintain User-specific information required to support Solution functionality.

To enable the Solution to collect and store this information, a variety of technologies may be employed, including cookies. A "cookie" is a small amount of data a website operator, or a third party whose content is embedded in that website, may store in your web browser and that the website operator or third party can access when you visit the website. The Solution is designed to use cookies to keep Users logged in, save Users' preferences for the Solution, collect information about how the User uses the Solution, and enable the functionality of certain features of the Solution.

A User's operating system and web browser may allow the erasure of information stored in cookies, flash cookies, and local browser storage. But if Users allow an erasure, they may be forced to log in to the Solution again, some Solution functionality may not work as intended, and preferences or settings may not be retained. Users may also be able to set their browsers to refuse all website storage or to indicate when it is permitted, but some features of the Solution may not function properly without it.

7.   Information Security

SAFARI Montage endeavors to safeguard PII in our care. We maintain a comprehensive information security program based on industry recognized and appropriate administrative, technical, and physical safeguards that is reasonably designed to protect the security, privacy, confidentiality, and integrity of PII from unauthorized access, use, or disclosure. Our security team develops, documents, and routinely reviews and updates our security policies and procedures to address critical practice areas such as access control, configuration management, vendor selection, incident response, and security training. Our practices include internal data management policies and procedures, limitation of access to a School District's PII to employees who need it to perform their job functions, password-protected credentials, and monitoring and encryption of sensitive data in transit and at rest.

Information collected through the Solution is stored in geographically redundant data centers in the United States. If a User uses the Solution outside of the United States, then the School District and its Users are consenting to have their information transferred to and processed in the United States in accordance with this Privacy Policy.

SAFARI Montage leverages Microsoft Azure and Amazon Web Services (AWS) to host the SAFARI Montage cloud-hosted Solution and store information collected through the Solution. Azure and AWS employ reasonable and appropriate measures designed to help secure PII against accidental or unlawful loss, access, and disclosure. Neither Azure nor AWS will access or use PII except as necessary to maintain and provide services or as necessary to comply with the law or a binding order of a governmental body. For more information regarding Azure security, please visit https://azure.microsoft.com/en-us/overview/trusted-cloud/. For more information regarding AWS security, please visit https://aws.amazon.com/security/.

Security processes and protections are constantly being evaluated and revised by SAFARI Montage to maintain industry appropriate security efforts to protect PII of School Districts and their Users, and we incorporate privacy and security concerns when developing and improving the Solution. It is impossible, however, to protect 100% against all security threats, and SAFARI Montage cannot eliminate all risk associated with storing and processing sensitive information. We will indemnify a School District if SAFARI Montage knowingly sells, licenses, or rents a School District's PII, but cannot ensure the security of PII from bad actors or that is misused or mismanaged by a School District or its Users. If PII in our care is accessed by or disclosed to an unauthorized party, SAFARI Montage will promptly notify affected School Districts and cooperate with investigation and mitigation efforts.

8. Compliance with Laws

SAFARI Montage strives to ensure that the Solution complies with all applicable federal, state, and local privacy laws, including the Family Educational Rights and Privacy Act (FERPA) and the Children's Online Privacy Protection Act (COPPA). We do not knowingly collect the information of children under the age of 13 unless the School District has collected the appropriate, COPPA-compliant consent from a parent or guardian of such User. School Districts should not permit access to the SAFARI Montage Solution by any User unless all mandatory consents have been received and documented for each User.

SAFARI Montage may disclose PII and Anonymized Data if it believes disclosure is necessary to comply with laws or to respond to lawful requests for such information. We will inform affected School Districts if this happens.

9. Modifying and Deleting Information

School Districts and Users may review, modify, and delete certain PII they provide to the Solution. Requests by a parent or guardian to review, modify, or delete a student's PII should be directed to their School District and not to SAFARI Montage. We will work with School Districts to comply with such requests where applicable. Note, however, that certain transactional data collected by Solution, such as historical usage data, logged activities, and "View & Chat" sessions, cannot be modified or deleted.

At termination of a School District's installation, SAFARI Montage will not knowingly retain PII beyond the period of time required for authorized educational or school purposes. For on-prem implementations, however, PII stored on servers in the School District's control will be retained or destroyed solely as determined by the School District and is not the responsibility of SAFARI Montage. For cloud or hybrid-cloud installations, and as collected for support or maintenance purposes, PII will otherwise be returned or destroyed as directed by the School District, as agreed upon in a contract, or in accordance with applicable law. Certain Anonymized Data and business operational data will not or cannot be deleted.

10. Changes to This Policy

SAFARI Montage may change this Privacy Policy from time to time, for example, to comply with laws, conform to industry practices, or reflect changes to our Solution. The updated policy will be posted on our website with a revised "Last Updated" date. Please visit this page from time to time for the latest version. If we make a material change to our data collection practices as described in this Privacy Policy, we will notify School Districts directly, by email or other means, at least 30 days in advance of the modified Privacy Policy becoming effective. We will provide this notice to allow School Districts sufficient time to evaluate the changes and make choices regarding its continued use of the Solution.

11. Contact Us

If you have questions about SAFARI Montage's privacy practices or need more information relevant to specific features or tools of our Solution, please contact us at privacy@safarimontage.com or at any of the following:

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