

Privacy Policy

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Rookly, Inc. ("Rookly", "we", "us" or "our") values your trust, so we want to tell you about the personal information we collect from you when you use our websites and app, how we use it, and who we share it with. That's why we've created this Privacy Policy to keep you informed. This Privacy Statement describes what personal information Rookly collects, as well as how Rookly collects and uses personal information from users of the Services and software made available at all websites owned and operated by Rookly on mobile devices, tablets, personal computers and other devices (collectively, the "Sites").

Please read this Privacy Policy carefully. It provides important information about your personal information and tells you about your rights. Our Privacy Policy applies to and governs all services and software made available at all websites owned and operated by Rookly on the Sites (collectively, the "Services"). By accessing the Sites, you are consenting to this Privacy Policy. This Privacy Policy describes what information the Sites collect from users, when they visit the Sites; how such information is used and stored; when such information may be disclosed to third parties; how registered users, parents or guardians can control the use and disclosure of collected information; and how information is protected.

Our users' privacy is important to us, and we recognize the need to provide additional privacy protection for children on the Sites permitting such users. Our privacy practices are guided by the United States' Children's Online Privacy Protection Act of 1998, as well as data privacy laws in the United States. In all cases, younger users should always check with their parents or guardians before entering information on any website or mobile application and we encourage families to discuss their household guidelines regarding the online sharing of personal information. In order for a child to fully participate on any of the Sites, no personally identifiable information is collected from a child until such time as verifiable parental consent is received from the child's parent or guardian. In order to register on our site as a user, the child's parent or guardian must activate their account. If you are a parent or legal guardian of a student who accesses the Services, please see our Sections on [Children's Privacy](#).

SUMMARY

For your convenience, the following is a quick summary of our Privacy Policy. *Please read the entire Privacy Policy for more detailed information.*

Note that **no personally identifiable student information** is required to use Rookly services. Authorized Users (see definitions below) may choose to provide student names / ages / or other information at their discretion. Any medium by which a student can choose to reveal personal information (video conferencing on the platform or chat messages to the Teacher meant for help purposes) can be disabled by the Authorized Users.

What We Collect:	<p>We only collect information necessary for the activities on the Site. We do not collect personally identifiable information from children under the age of thirteen without verifiable parental consent. The information we may collect includes the following information:</p> <ul style="list-style-type: none">• Received as part of the registration process, entering contests, making purchases or if you submit content;• Automatically collected about your computer or devices used by you when accessing the Sites or games. This may include information such as your IP address, cookie ID, and other unique device identifiers; and• Collected from third parties, (i.e. your registered login using Google). <p>For more detailed information regarding the information we collect, please go here.</p>
How We Store It:	<p>While we take reasonable steps to secure your personal information, no system is fault proof. If our security systems are breached:</p> <ul style="list-style-type: none">• We may attempt to notify you electronically and, by using the Site and/or providing personal information to us, you agree that we can notify you electronically. We may post a notice on the Sites if a security breach occurs.• You will need a web browser enabling you to view our site(s).• We may also send an email to you at the email address you have provided to us.• Depending on where you live, you may have a legal right to receive notice of a security breach in writing.• To receive free written notice of a security breach (or to withdraw your consent from receiving electronic notice) you should notify us at help@Rookly.com.• If your email address changes and you have provided us with personal information, you should notify us at help@Rookly.com so that we can communicate with you if necessary.
How We Use the Information:	<p>In general, the personal information you provide will allow us to:</p> <ul style="list-style-type: none">• Respond to your customer service questions or issues;• Enable you to take advantage of the Site features and services;• Personalize your experience;• Alert you of new products or services, features, or enhancements; and• Notify you of upgrade opportunities, contests, promotions, or special events and offers. <p>It may also allow you access to enhanced features available to registered users measure analytics; and manage and improve the services available on the Site.</p>

<p>What We Share:</p>	<p>Depending upon the circumstances, we may share collected information with:</p> <ul style="list-style-type: none"> • Law enforcement or others as needed to protect or defend our rights and the rights of others; • Third parties we hire to handle certain activities; • In the event of a corporate transaction; and • Otherwise with your consent. <p>We will attempt to ensure that these entities do not use your personal information for any other purpose, and that they have agreed to maintain the confidentiality, security and integrity of the personal information they obtain from us.</p> <p>Please be aware that we cannot control the activities of third parties to whom we provide data, and as such we cannot guarantee that they will adhere to the same privacy and security procedures as Rookly.</p> <p>Our Sites may have chat areas, where users can exchange ideas and communicate with one another. When posting to a chat area, please be aware that the information is being made publicly available online and the user does so at his or her own risk.</p>
<p>Who Else Is Collecting Information:</p>	<p>We may use a number of third party networks, analytics service providers and other such companies to analyze the performance of Rookly. These companies use their own unique identifiers and we provide anonymized data, and their use of these technologies is within their control and not ours. These companies may use the information they collect consistent with their own privacy policies, which we encourage you to review.</p>
<p>How You Can Control Your Own Information:</p>	<p>We make every attempt to allow you to control the way that we use personally identifiable information that you choose to provide.</p> <ul style="list-style-type: none"> • You have the option of declining any future offers of information about enhancements, new products, promotions or services. In addition, many of the "mailings" we may send you, such as newsletters, have procedures within them to cancel the receipt of any future mailings. • You have the right to access, update and correct factual inaccuracies in any personally identifiable information we collect about you. • Parents and guardians can review any personally identifiable information they have provided about their children and request that such information be deleted and/or that no further information be collected. <p>If at any time you wish to opt out of having your personal information shared with third parties and/or receiving information from about new products, services, or promotions, you can do so. You may contact us at help@Rookly.com. Please indicate what publications or services you no longer wish to receive so that we may better address your needs.</p>
<p>Who We Are:</p>	<p>The Site is made available by Rookly. If you have any questions about our information handling practices, including our practices with respect to children's personal information, please contact us at: help@Rookly.com. Please indicate what publications or services you no longer wish to receive so that we may better address your needs.</p>

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1. Introduction

This Privacy Policy is intended to help our users better understand how we process personal information, and how Rookly may use, transfer, store and disclose such personal information.

The term "personal information" or "personal data" means any information about an individual from which that person may be identified. For example, it may include a person's name, telephone number, email address, or payment information, and in some jurisdictions, IP address. It does not include data from which the identity of an individual has been definitively removed along with any identifiers connected to such individual (also known as anonymous or anonymized data).

Other key definitions:

- "Account" means the account to access the Services registered by or on behalf of the Account Holder.
- "Account Holder" means the parent or guardian or school official allowing a student to use the Rookly platform, or an account registered by a "Teacher" teaching on the Rookly platform.
- "Authorized Users" means the Account Holder, and any additional users designated by Account Holder as an administrator and authorized to administer and manage the Account.

- "Student User" means a student that has been designated to use Rookly services by the Account Holder and authorized to access and use the Platform.

See [Terms of Service](#) for additional definitions. In the event of conflict between the terms set for in the Terms of Service these definitions will apply.

Rookly may collect personal information from an Authorized User when you:

- Register an Account;
- Purchase a subscription to access and use the Services;
- Access and/or use the Services
- Interact with and or use the Services;
- Interact with and/or use support and other services provided by us as part of or in connection with the Services; and
- Communicate with us directly.

If you are an Authorized User, please note that certain information collected by us in connection with your use of the Services is controlled by the Account Holder that has entered into the Rookly Terms of Service or another agreement with Rookly (hereinafter, the "Terms") for the access and use of the Services.

When Rookly collects or processes such Account information provided by or collected from Authorized Users, it does so as a processor on behalf of the Account Holder. If you access and/or use the Services as an Authorized User, the Account Holder (who may be same individual was the Authorize User) has the ability to select which content it shares. Account Holder determines its own policies regarding storage, access, modification, deletion, sharing, and retention of such Account information which may apply to your use of the Services. If applicable, please check with the Account Holder about the policies and settings it has in place with respect to Account information you submit in connection with the Services.

BY ACCESSING OR USING THE SERVICES, OR SUBMITTING INFORMATION IN CONNECTION WITH YOUR USE OF THE SERVICES, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ THIS PRIVACY POLICY.

2. Changes to this Privacy Policy

Rookly reserves the right to update or modify this Privacy Policy at any time. All updates and modifications to these documents will be effective from the day they are posted on the Site (except as stated below). If we make any material changes to this Privacy Policy, we will notify Account Holder of these changes by sending a notification to the email address we have on file for Account Holder, and may also notice Account Holder and its Authorized Users of such changes by posting a notice on the Site and through the user interface of the Platform. It is your responsibility to regularly visit and review this Privacy Policy. If you do not agree to any updates or modifications to the Privacy Policy, simply do not use or access the Services (or any part thereof). Your continued use of the Services after we have posted the updated Privacy Policy, or, in the event of material

changes, ten (10) days following the date we first notified Account Holder of such material changes via email or the date we posted the notice of such changes on the Site and/or through the Platform, as applicable, signifies to us that you acknowledge and agree to be bound by the revised Privacy Policy.

Notwithstanding the foregoing, if we make any changes to this Privacy Policy that reflect information collection, use, and disclosure practices with respect to Student Users under the age of 13 that are materially adverse to such Student User, we will directly notify the Account Holder for such Student User of the changes by sending a notification to the email address we have on file for the Account Holder and obtain new, affirmative consent from the Account Holder prior to implementing such changes. If the Account Holder rejects the changes or does not affirmatively accept such changes, we will continue to collect, use, and disclose the personal information of such Account Holder's Student Users in accordance with the Privacy Policy in effect prior to such changes.

3. Children's Privacy

We strive to educate parents and kids about how to appropriately safeguard their privacy when using the Services. This Section explains our information collection, disclosure, parental consent practices and parental choice procedures with respect to information provided by users including children under the age of 13 ("Child" or "Children"). We are committed to complying with the U.S. Children's Online Privacy Protection Act ("COPPA"), which requires us to inform parents and legal guardians about our information collection and use practices. For more information about COPPA and general tips about protecting Children's online privacy, please visit OnGuard Online.

COPPA requires that we obtain parental consent before we allow a Child to access and/or use the Services. We recommend that parents discuss with their children the restrictions regarding the online release of personal information to anyone they don't know and to also discuss our privacy practices as described in this Privacy Policy with respect to the use of the Services by such children.

If you are under the age of 13, do not access or use the Services unless you have been approved by your educational program or if your parents have made an account and agreed to these terms. If we learn we have collected personal information from a user under the age of 13 without parental consent, or if we learn a user under the age of 13 has provided us personal information, we will delete that information as quickly as possible. If you believe that a user under the age of 13 may have provided us personal information in violation of this Privacy Policy, please contact us at help@rookly.com.

Use and Disclosure: Once we obtain verified parental consent, we may use and share personal data collected from Children for many of the same purposes described in the general Privacy Policy. Children can only attend only use the service if authorized by their Account Holder. When you allow your Child to use our services, you

and your Child are trusting us with your information. To the extent there are privacy practices specific to your Child's account or profile, such as with respect to limitations on personalized advertising, those differences are outlined herein.

We keep a record of past classes attended, and may infer your child's interest in topics from these records to inform recommendations and class offerings. Parents may choose to provide us with the Child's name and age.

Rookly Platform Videoconferencing

Videoconferencing can always be disabled by the Authorized User of a Student User to prevent any personal information from being shared by a Student User. However, if videoconferencing is enabled, Children's video image and voice audio and potentially background images of their home and family members are shared with the Teacher and the rest of the class as they participate in classes. Students can use virtual backgrounds if they have concerns about posting images of their home and family members. Children may also share information about themselves with the Teacher and the rest of their classmates during the class session voluntarily. While Rookly expects Teachers and all other users to abide by our standards of conduct and we take reasonable steps to monitor certain communications and posts, please note that we are not able to control or monitor all personal data your Child may share with Teachers or other classmates, nor what those third parties ultimately do with that information.

Student Users can also message the Teacher (not other students) on the Rookly platform with questions or any help they might need. This feature can also be disabled.

We may collect other data about Student Users, including passively collected usage data, as described in our general Privacy Policy, with the exception that we do not collect payment information from Children or allow third parties to use personal data collected through analytics for their own purposes. We also do not condition participation in our Services for Children on the collection of more personal data than is reasonably necessary. Children may also share information about themselves during online classes and when reporting compliance issues. We may also send emails to parents about those recommendations and surveys and informational emails to parents and Children. We do not, however, send promotional emails to Children or allow third party analytics or advertising providers to collect personal data for their own uses through the Sites.

We urge you to talk to your Children to follow our community standards participating on the Rookly platform. You should encourage your Children to also think about their own privacy and safety when choosing what to share with others. In particular, Children should be encouraged to avoid sharing personal data like their address or contact information.

Some Teachers may ask Children to use third-party sites and services. Parents should review the privacy notices for those third party sites and services to understand their privacy practices. These third parties are not our service providers, and we are not responsible for and may not have reviewed those third-party sites and services.

Optional Class Video Recordings: If requested by a school, Rookly can record

video of Children and teachers during Rookly classes (“Class Recordings”). The Class Recordings can be made available to the school / Parents and to the Rookly team to assess quality.

Rookly will obtain additional parental consent before we use any Class Recordings for promotional or other unexpected purposes. We request that Permitted Recipients not download or re-share the Class Recordings. While we expect Permitted Recipients to abide by our standards of conduct, please note that we cannot control or monitor what such third parties ultimately do with Class Recordings.

Parental Consent: Rookly sends a direct notice with these privacy disclosures and obtains verifiable parental consent before collecting, using, and sharing personal data from your Child as described in this Section. Rookly requires that you provide your credit card information to verify you and to register your Child for and pay for a class. If you do not consent or withdraw consent, then we will not collect, use, or disclose any personal data about your Child, except as needed for legal compliance and enforcement purpose, and your Child will not be allowed to use the Services in any way. If you do not provide consent within a reasonable time from the date the direct notice was sent, and are not using our services for any other purposes, we will also delete your online contact information from our records.

Parental Choices and Controls: At any time, you can review and refuse to permit us to collect further personal data from your Children in association with your account. You can also request that we delete from our records the Personal Data we have collected in connection with that account. Please keep in mind that a request to delete records may lead to a termination of an account, membership, or other service. You may review and update certain of your Child’s information by logging onto your account. In your account, you can review your billing address, your child’s name, and account information. You can contact Rookly to request access to, change, or delete your Child’s personal data, or revoke consent for our collection, use, and sharing of personal data, by sending an email to us at privacy@Rookly.com. A valid request to delete personal data will be accommodated within a reasonable time. In addition to the foregoing, we will exercise commercially reasonable efforts to delete personal data collected from Children when it is no longer needed for the purpose for which it was collected.

This Privacy Policy does not apply to the practices of any third party (non-Google) apps, actions or websites that your child may use. You should review the applicable terms and policies for third party apps, actions, and sites to determine their appropriateness for your Child, including their data collection and use practices.

4. Information We Collect

a. Information Collected Directly

In connection with your use of the Services, Rookly may collect the following personal information directly from an Account Holder:

- Account Holder email address, first name and/or last name;
- Optionally, the Student User’s name (we recommend first name, last initial

only), age, or an online identifier created by the Account Holder.

- Account Holder username, password and/or other login credentials;
- The name of the Account Holder who has designated you as an Authorized User;
- Classes for which you have enrolled;
- Course work and assignments (which may include images, videos and recording) required to complete the courses provided through the Site;
- Optionally, video of your image and audio of your voice during classes which a school has decided to record.
- Content and communications that an Authorized User (not a student) may include or upload like your profile photo, and photos, documents, and messages you share with the class or groups;
- Account Holder's voluntarily provided profile picture;
- Information voluntarily provided in the "about me" section of the Account Holder's profile;
- Information Teachers provide to let us run background checks and background check reports we receive from third parties;
- Notes you provide to Teachers about yourself or your Child when enrolling a Learner in a class;
- Information you provide when interacting with other users and using the Services, including communications between you and such other users;
- Payment information from Account Holders (using our third party provider) when you purchase a subscription to the Services (as described herein);
- Information requested by us to verify your identity when obtaining consent for the use of the Services by a Student User (for example, Account Holder's name, government identification, and/or payment information);
- Contact information of individuals who you invite to the Services under our refer- a-friend program, including their name and email; and

- Other information you may provide by filling out forms or by contacting us (such as your feedback or other communications with us).

Please be advised that we may ask you to update your information from time to time in order to keep it accurate. **IMPORTANT – PLEASE NOTE**, if you provide personal information to us about someone else, you must ensure that you are entitled to disclose that information to us and that, without us taking any further steps required by data protection laws, we may collect, use and disclose such information for the purposes described in this Privacy Policy. For example, you should ensure the individual concerned is aware of the terms detailed in this Privacy Policy.

b. Information Collected Indirectly

Usage Information

When you use or interact with the Services we, or our authorized third-party service providers, automatically collect information about how you use them (collectively, "Usage Information"). Usage Information that we collect consists of information about your interactions with the Services, including information about the device used by you to interact with and/or access the Services, including, without limitation, IP address, access dates and times, information about your approximate location (as determined through your IP address), device information, device event information, crash data, and log data when you access and use the Services. This information allows Rookly to understand how you've used the Services (which may include administrative and support communications with us), and other actions you have taken in connection with your use of the Services. We use this information for our internal purposes, specifically to operate, maintain, secure and improve the Services. We may also use this information to provide the Account Holder with notifications, recommendations, and information about specific features of the Services and/or additional products, services, or features we believe may be of interest to Account Holder and/or its Authorized Users (for example, the most popular courses taken by other users of the Services).

Cookies and Similar Technologies

Rookly utilizes "cookies" that collect information about you, such as your log-in details, to enhance the functionality of its site. To learn more about cookies and to opt out of certain cookies, visit our [Cookie Policy](#). Despite these protections, users should use common sense and avoid sharing more information than necessary when using Rookly, especially when discussing confidential matters. Additionally, as a user of Rookly, if you give Rookly access to any files or programs you need to manage cookies through your browser settings in the way you do with other applications.

c. Information Collected from Third Parties

In some instances, we process personal information from third parties, which consists of:

- Data from existing Account Holders of the Services who invite you to access the Services as an Authorized User
- Data from existing Account Holders that invite you to sign up and register to use the Services under our refer-a-friend program.

d. Aggregated Data

With the personal information and other data (including, Usage Information) collected by us, we process de-identifiable "Aggregated Data", such as statistical or demographic data. Aggregated Data may be derived from personal information, but is not considered personal information under the law. If we combine or connect Aggregated Data with your personal information so that it can directly or indirectly identify you, we treat the combined data as personal information, which will be processed in accordance with this Privacy Policy.

5. Sensitive Data

In general, Rookly does not require you to provide any sensitive data about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health and genetic, and biometric data to use the Services.

Parents may voluntarily provide sensitive information such as health or disability information included in forms or messages sent to Teachers to aid with learning. Teachers and Student Users are otherwise not allowed to have discussions that may elicit or result in sharing of sensitive information.

We may also receive sensitive criminal history information about Teachers when we receive background reports.

6. Payment Processing

We do not directly collect or store any payment information. We use third-party, PCI-compliant, payment processors, which collect payment information on our behalf in order to complete transactions. Our administrators are only able to view limited transaction information via our payment processors' portals.

7. Using Personal Information

Depending on how you use the Services, we use an Account Holder's personal information in the following instances:

- To perform and provide the Services to you (including any Third Party Integrations);
- To invite Authorized Users to access the Services;
- To share information with Authorized Users through the Services;
- To authenticate log-in credentials of Student Users;
- To refer our Services to individuals you invite under our refer-a-friend program;
- Deliver direct marketing communications to Account Holder regarding our products and services that we may think are of interest to Account Holder and its Authorized Users;
- Respond to your queries and requests, or otherwise communicate directly with

you;

- Detect any fraudulent or illegal activity against you and/or Rookly;
- Perform system maintenance and upgrades, and enable new features;
- To comply with a legal or regulatory obligation (for example, keeping records of our sales for tax compliance); and
- Provide information to regulatory bodies when legally required.

If you are a parent or Teacher, Rookly may use your contact data for marketing and advertising purposes, including to tell you about services and opportunities we believe will be of interest to you. If we do so, each promotional email we send you will contain instructions permitting you to "opt-out" of receiving future promotional information. In addition, if at any time you wish not to receive any future communications or you wish to have your contact information included in our opt-out lists, please contact us at help@Rookly.com. Please note that we will continue to contact you via email to respond to requests and provide our services.

8. Sharing Personal Information

Aside from disclosing your information to those of our personnel who are authorized to process the information in order to provide the Services and who are committed to confidentiality, we disclose your personal information only to the third parties as described below.

a. Account Holders and Authorized Users

We will share and disclose personal information of Authorized Users with the Account Holder and other Authorized Users. For example, information collected when a Student User takes courses and/or completes course work, is available to Administrators (which includes the Account Holder), and enables the Administrator to track and manage the use of the Services by Student Users. If you are an Account Holder and designate an Authorized User, and share your data and/or information with Authorized Users through the Services, we will share your information with such Authorized Users. For example, depending on the permissions an Account Holder enables for an Administrator, that Administrator may be able to access and see Account Holder's Account information, including, without limitation, certain payment information. In addition, we will share and disclose personal information of Authorized Users in accordance with the Account Holder's instructions, including any applicable terms in the Agreement, and in compliance with applicable law and legal process. If you are an Authorized User, please discuss with the Account Holder about how your information may be used, shared and/or disclosed by us and the Account Holder.

b. Third-Party Service Providers

We share personal information with third parties that provide services to help us provide the Services, and to otherwise operate our business. Depending on how you use the Services, the following categories of third parties collect data on our behalf or receive personal information:

- Hosting services providers (e.g. AWS);

- Analytics providers (data is anonymized);
- Providers of business operations and communication tools;
- Third Party Integrations (Information provided if an Account Holder uses “Login with Google” only);
- Security management service providers;
- Other third-party service providers that help us provide features and functions for the Services (e.g., customer support providers and third party providers who provide authenticated credentials, such as Stripe); and
- Professional service providers, such as auditors, lawyers, consultants, accountants and insurers.

For a list of all third-party service providers we use, please contact us directly. We require all third party service providers to respect the security of your personal information and to treat it in accordance with the law. Except as otherwise set forth below with respect to Third Party Integrations, we do not allow our third-party service providers to use your personal information for their own purposes and only permit them to process your personal information for specified purposes and in accordance with our instructions, unless the data is rendered fully anonymous.

c. Video Conferencing, Forums, and Chat Functions

Use of video conferencing and chat for the Rookly platform is optional and can be disabled by the school / Parent for a Student User.

If you choose to share your data and/or information while interacting with any video conferencing, forum or chat features of the Services, such information may be shared with other Rookly users on the video conference. Note that other users with whom you choose to share your information may use your personal information differently than we do, and we do not control their use of your information. Please make your choice to share your information carefully. Rookly will not be able to contain or retrieve personal information once it has been shared or disclosed with other users, and Rookly will have no responsibility or liability for any consequences that may result because you have released or shared personal information with others.

d. Publicly Posted Information

Student Users will never have personal data shared with the general public. Student information is only provided by the registered Account Holder.

The Account Holder may be able to share Personal Data, including communications, with third parties, through use of our Site. When you do so we ask that you avoid sharing Personal Data and do not share sensitive Personal Data.

We expect everyone to respect the privacy of others and follow our community standards, and other guidelines and restrictions on posting and sharing activities, such as sharing private materials, communications, or information, or sharing other Personal Data about others that may cause harm, embarrassment, or conflict. You should not encourage your Student Users or other Student Users to reveal any Personal Data about Student Users or their families.

Teacher Profile: As a teacher for our Services, you will have a profile that will be publicly available to all users of the Services (the “Teacher Profile”). You are not required to include any Personal Data on your Teacher Profile. But you will have the option to include a variety of types of Personal Data in your Teacher Profile, which may include your first name, last name, biographical information, geographical location, and avatar or personal photograph.

Any information published in your Teacher Profile becomes available to the public. After publishing, we have no control over how such information is used or its further dissemination. We urge you to think carefully about what, if any, Personal Data you include in your Teacher Profile.

Online Classrooms and Pages: If you are Teachers leading our online classes, you may publicly display and share your video and photographic image, name and/or username and certain other information, such as your profile, demographic data, content and files, and general location data (such as the city or state).

Messages: If enabled by a Parent / School, Student Users can message Teachers for help during Classes. Parents can access to messages between their Student Users and Teachers. This can be disabled for privacy purposes.

After publishing, posting, or messaging, we have no control over how such information is used or its further dissemination. We urge you to think carefully about what, if any, Personal Data you share with others on our Service.

e. Business Transfers

We may also share data with third parties to whom we choose to sell, transfer, or merge parts of our business or our assets. Alternatively, we may seek to acquire other businesses or merge with them. If a change happens to our business, then the new owners may use your personal information in the same way as set out in this Privacy Policy.

f. Affiliates and Subsidiaries

Personal information that we collect about you through the Services may be shared with the employees, contractors, and agents of Rookly and our affiliated and subsidiary entities (“Affiliates”) who are involved in providing or improving the Services that we offer to you. We obligate the employees, contractors and agents of Rookly and our Affiliates to ensure the security and confidentiality of your personal information and to act on that personal information only in a manner consistent with this Privacy Policy.

g. Legal Obligations and Security

If we are required to disclose personal information by law, such as pursuant to a subpoena, warrant or other judicial or administrative order, our policy is to respond to requests that are properly issued by law enforcement within the United States. Under such circumstances, unless prohibited by applicable law, we will attempt to provide the

Account Holder with prior notice that a request for personal information of Account Holder and/or its Authorized Users has been made in order to give Account Holder an opportunity to object to the disclosure. We will attempt to provide this notice by email, if Account Holder has given us an email address. However, government requests may include a court-granted non-disclosure order, which prohibits us from giving notice to the affected individual. In cases where we receive a non-disclosure order, we notify the Account Holder when it has expired or once we are authorized to do so. Note that if we receive information that provides us with a good faith belief that there is an exigent emergency involving the danger of death or serious physical injury to a person, we may provide information to law enforcement trying to prevent or mitigate the danger (if we have it), to be determined on a case-by-case basis.

9. Marketing Communications

If you are an Account Holder and have not otherwise opted out, or if you have opted in to receive direct marketing emails from us, we may use your personal information to send you marketing information about the Services, other Rookly products and services, new product releases, and new feature releases of the Services that we think may interest you. We carry out direct marketing by email. For the avoidance of doubt, we do not send marketing communications to Student Users. If you no longer wish to receive marketing communications, you have the right at any time to opt out as further explained in [Your Choices](#).

10. Your Choices

Updating and Correcting Personal information

If you are an Account Holder and would like to correct or update certain personal information (such as your or an Authorized Users' contact information) please contact us at help@Rookly.com and we will use reasonable efforts to correct and/or update such information. If you are an Authorized User, you must contact the Account Holder to request corrections or updates to personal information of yours we may process on behalf of the Account Holder.

Accessing and Modifying Personal Information of Student Users

We strive to help parents ensure that their kids have a safe experience using the Services. Account Holders can review personal information collected about a Student User under 13 years of age, have this information deleted, request that there be no further collection or use of such Student User's personal information, and/or allow for our collection and use of such Student User's personal information while withholding consent for us to disclose it to third parties. We take steps to verify the identity of anyone requesting information about a child and to ensure that the person is in fact the child's parent or legal guardian.

Direct Marketing

Account Holder's may manage the receipt of marketing and non-transactional communications by clicking on the "unsubscribe" link located on the bottom of any of

our marketing e-mails. We will use commercially reasonable efforts to process such requests in a timely manner. Note that you cannot opt out of receiving transactional e-mails or communications related to the Services (e.g., requests for support), which, for the avoidance of doubt, are not marketing communications.

With respect to your choices regarding cookie and other tracking technologies, see our [Cookie Policy](#).

11. External Websites

On or through the Services, we may provide or make available, for informational purposes only, links to other websites or resources with which we do not have a contractual relationship and over which we do not have control ("External Websites"). Such links are not paid advertisements, nor do they constitute an endorsement by Rookly of those External Websites, and are provided to you only as a convenience. By clicking on links to External Websites, the operators of the External Websites may collect your personal information. We are not responsible for the content or data collection practices of those External Websites, and your use of External Websites is subject to their respective terms of use and privacy policies.

12. Data Retention

Personal information is processed for the period necessary to fulfill the purposes for which it is collected (for example, in connection with the Services provided to Account Holder pursuant to the Agreement), to comply with legal and regulatory obligations and for the duration of any period necessary to establish, exercise or defend any legal rights. In order to determine the most appropriate retention periods for your personal information, we consider the amount, nature and sensitivity of your information, the reasons for which we collect and process your personal information, and applicable legal requirements. In some instances, we may choose to anonymize personal information instead of deleting it, for statistical use, for instance. When we choose to anonymize, we make sure that there is no way that the personal information can be linked back to any specific individual. If you are an Authorized User, contact the Account Holder if you wish to request the removal of personal information under their control.

13. Educational Institutes, Organizations, and Clubs

Rookly' services are open to the public and not designed solely for school usage. Teacher Accounts may be associated with educational institute, private organizations, or clubs. As a Teacher account holder, prior to using the Services, you represent and warrant that Rookly meets the requirements necessary to comply with law applicable to your organization.

If you are accessing the Site as user of organization, such as an after-school program or chess club, that uses Rookly Services, then your use of those Services is subject to that organization's privacy policies. When your organization gives you an access link to the Services which lets you create an account directly with Rookly or if you sign up

indecently, then we are not acting on behalf of those organizations and this Privacy Policy will apply.

If you are a school subject to the Family Educational Rights and Privacy Act ("FERPA"), Student Online Personal Information Protection Act ("SOPIPA") or other country or state-specific educational requirements, please contact us to discuss need surrounding student records. For parents seeking student records under these laws, please contact your school.

14. Data Security and Protection

We have put in place reasonable and appropriate security measures designed to prevent your personal information from being accidentally lost, used or accessed in an unauthorized way, altered or disclosed. For example, we use encryption, secure socket layer, firewalls, and password protection. In addition, we limit access to personal information to those employees, agents, contractors and the third parties who have a business need-to-know.

We also have procedures in place to deal with any suspected data security breach. However, no method of transmission over the Internet, or method of electronic storage, is 100% secure, and while we take reasonable steps to provide secure services, by using the Services, you understand and assume the risks associated with your activities on the internet. In addition, you have responsibility and control over protecting your personal information. For example, you, and not Rookly are responsible for safeguarding your password, and other authentication information you use to access the Services. You should not disclose your authentication information to any third party and should immediately notify Rookly of any unauthorized use of your password. In addition, as described in this Privacy Policy, Rookly cannot secure, and has no responsibility for, any personal information that you share or release on your own or that you request us to share or release.

15. California Residents

a. Introduction

Who and what information is subject to these CCPA Disclosures?

This CCPA Disclosures section supplements the information provided in the Privacy Policy above and applies only to individuals who are residents of the state of California. For purposes of these CCPA Disclosures, "personal information" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household. Personal information does not include:

- information that is lawfully made available from federal, state, or local government records;
- de-identified or aggregated information; and

- information excluded from the scope of the California Consumer Privacy Act of 2018 ("CCPA"), such as health or medical information covered under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and financial information covered under the Fair Credit Reporting Act ("FCRA") or Gramm- Leach Bliley Act ("GLBA").

b. Notice at Collection

In this Notice at Collection section, we are addressing disclosure requirements under California Civil Code §1798.100(b) and California Attorney General Regulations § 999.305 at or before the point of online. We collect the categories of personal information about consumers as described in the Section titled Information We Collect.

c. Additional Disclosures of Personal Information, No Sale

Additional Disclosures

Beyond the disclosures set forth in [Notice at Collection](#) above, we are providing additional disclosures about consumer rights and our personal information handling practices in the preceding twelve months with respect to the Services, as required by the CCPA and regulations of the California Attorney General, including §999.308 (Privacy Policy).

We have set out below the categories of personal information we have collected about California residents in the preceding 12 months with respect to the Services and, for each category of personal information collected, the categories of sources from which that information was collected, the business or commercial purposes for which the information was collected, and the categories of third parties with whom we shared the personal information.

Categories of personal information:	Business or commercial purposes:	Sources from which personal information is collected:	Categories of third parties we share personal information with:
Identifiers such as a real name, alias, postal address, unique personal identifier, online identifier, internet protocol address, email address, account name, or other similar identifiers	<ul style="list-style-type: none"> • Administer and provide the Services. • Communicate with you. • Refer the Services to you. • Improve, update, and enhance the Services. • Rookly's analytics. 	<ul style="list-style-type: none"> • Directly from the California resident. • From the Account Holder if you are an Authorized User, or invited to register for the Services through our refer-a-friend program. • From third party service providers. 	<ul style="list-style-type: none"> • Third party service providers. • If you are an Authorized User, the Account Holder and/or other Authorized Users. • Other users of the Services if you interact with other users.
Commercial information, including records of products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	<ul style="list-style-type: none"> • Administer and provide the Services. • Improve, update, enhance the Services. • Rookly's analytics. 	<ul style="list-style-type: none"> • Directly from the California resident. • From third-party service providers. 	<ul style="list-style-type: none"> • Third party service providers. • If you are an Authorized User, the Account Holder.
Internet or other electronic network activity.	<ul style="list-style-type: none"> • Administer and provide the Services. • Improve, update, enhance the Services. • Rookly's analytics. 	<ul style="list-style-type: none"> • Directly from the California resident. • From third-party service providers. 	<ul style="list-style-type: none"> • Third party service providers.

Sale of Personal Information

We do not and will not sell California residents' personal information.

d. Consumer CCPA Requests and Rights

Right to Know About Personal Information Collected, Disclosed, or Sold

California Civil Code Section 1798.83 permits our users who are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. You have the right to request that we

disclose what personal information we collect, use, disclose and sell about you specifically ("right to know"). To submit a request to exercise the right to know, please use the webform on the Contact Us portion of the Site, submit an email request to help@Rookly.com and include "California Request to Know" in the subject line. Please specify in your request the details you would like to know, including any specific pieces of personal information you would like to access.

We will ask that you provide certain information to verify your identity, such as a code sent to an email address we may have on file for you. If you have a password-protected account with us, we may verify your identity through our existing authentication practices for your account. The information that we ask you to provide to verify your identity will depend on your prior interactions with us and the sensitivity of the personal information at issue. We will respond to your request in accordance with this Privacy Policy. If we deny your request, we will explain why.

Right to Request Deletion of Personal Information

You have a right to request the deletion of personal information that we collect or maintain about you. To submit a request to delete personal information, to submit an email request to help@Rookly.com and include "California Request to Delete" in the subject line. Please specify in your request the personal information about you that you would like to have deleted, which can be all of your personal information as required by the CCPA.

We will ask that you provide certain information to verify your identity, such as a code sent to an email address we may have on file for you. If you have a password-protected account with us, we may verify your identity through our existing authentication practices for your account. The information that we ask you to provide to verify your identity will depend on your prior interactions with us and the sensitivity of the personal information at issue. Once we have verified your identity, we will ask you to confirm that you wish to have your personal information deleted. Once confirmed, we will respond to your request in accordance with the CCPA. If we deny your request, we will explain why.

Right to Opt-Out of the Sale of Personal Information

You have the right to opt-out of the sale of your personal information by a business. We do not, and will not, sell your personal information.

Right to Non-Discrimination for the Exercise of a Consumer's Privacy Rights

You may not be discriminated against because you exercise any of your rights under the CCPA in violation of Cal. Civ. Code §1798.125.

Authorized Agent

You can designate an authorized agent to make a request under the CCPA on your behalf if:

1. The authorized agent is a natural person or a business entity registered with the Secretary of State of California; and

2. You sign a written declaration that you authorize the authorized agent to act on your behalf.

If you use an authorized agent to submit a request to exercise your right to know or your right to request deletion, please have the authorized agent take the following steps in addition to the steps described in Sections 1 and 2 above:

3. Mail a certified copy of your written declaration authorizing the authorized agent to act on your behalf to Attn: Legal, Rookly, Inc., Suite 30A, New York, NY 10025 and
4. Provide any information we request in our response to your email to verify your identity. The information that we ask you to provide to verify your identity will depend on your prior interactions with us and the sensitivity of the personal information at issue.

If you provide an authorized agent with power of attorney pursuant to Probate Code sections 4000 to 4465, it may not be necessary to perform these steps and we will respond to any request from such authorized agent in accordance with the CCPA.

16. Notice to Users Outside the United States

The Services and its servers are operated in the United States and marketed to U.S. users. If you are located outside of the United States, please be aware that your information, including your personal data, may be transferred to, processed, maintained, and used on computers, servers, and systems located outside of your state, province, country, or other governmental jurisdiction where the privacy laws may not be as protective as those in your jurisdiction. If you are located outside the United States and choose to use the Services, you hereby irrevocably and unconditionally consent to such transfer, processing, and use in the United States and elsewhere. Contact us regarding regional specific terms.

17. Contact Us

If you have any questions about this Privacy Policy, have additional questions, you can contact us as follows:

- By email at: help@Rookly.com
- By mail at: 245 W99 NY, NY 10025

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