## PRIVACY POLICY

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Welcome to tntutoringcorps.org (the "Website").

This Website is published and hosted by the **Tennessee Tutoring Corps** (hereinafter, the "*Corps*"). Except where the context expressly states or clearly implies otherwise, the terms "*we*," "*us*" and "*our*," as used herein, shall mean and refer to the Corps, together with all of our officers, directors, managers, employees and agents, and our successors and assigns.

Before accessing or using this Website or any of the services offered herein (collectively, the "Services"), please carefully read the following Privacy Policy (together with any updates or amendments that may be posted to this page from time to time, the "Privacy Policy"), which generally describes how we will collect, use, and share your Personal Information (defined below).

You should also review our <u>Terms of Use</u>, which governs your access to and use of the Services.

Unless otherwise noted, all capitalized terms used in this Privacy Policy will have the same meanings set forth in the Terms of Use.

By using or accessing the Website or any of the services offered herein (collectively, the "Services"), you signify that you have read, fully understand and accept this Privacy Policy and our Terms of Use.

### PERSONAL INFORMATION (GENERALLY)

The term "*Personal Information*," as used herein, means and refers to any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be used to identify or linked, directly or indirectly, to you and/or your household, and may include (without limitation): your name, address, telephone number, email address, age, birthdate, gender, school or educational information, government ID information, social media profile, resume, biography, or any health or medical history or related information, IP address, MAC address, or any other online and/or device identification information.

The transmission of any information – including any Personal Information – over the Internet is not completely secure and we cannot guarantee that an unauthorized third party will never be able to defeat our security measures or access your Personal Information for unauthorized and/or improper purposes.

By accessing and using the Services, you acknowledge that you understand there is an inherent risk that, despite our best efforts to use reasonable security measures and other precautions, your Personal Information may still be intercepted by an unauthorized third-party; that you have read and fully understand this Privacy Policy; and that you will provide your Personal Information at your own risk.

#### INFORMATION THAT WE COLLECT

### **Information We Collect Automatically**

When you interact with our Services, we automatically receive and record information from your browser or your device which may that is transmitted as part of standard Internet traffic. This includes your IP address, what type of device and browser you are using, the previous page(s) you were on, and the page or feature you requested. You may be able to change the preferences on your browser or device to prevent or limit your device's disclosure of such information, but this may prevent you from taking advantage of some of the features on our Website.

### **Our Use of Cookies**

In order to keep you logged into the Services, our Website may use "cookies," or small files that our Website can send to your browser for storage on your device. Cookies make the use of our Services easier to navigate by saving preferences, remembering your login information, and recalling other aspects of your use of these Services. While most browsers allow you to disable cookies, we recommend that you leave cookies enabled so as not to interfere with the full functionality of our Website and the Services.

## Information You Voluntarily Disclose to Us

When you use the Services, you will have the opportunity to create a user account and to provide us with some Personal Information voluntarily and directly. For example, some functions of the Services require you to register for an account, where we will ask you for information that may include your email address and desired password. We may also collect other information you directly give us as you build your applicant profile or verify your identity on the Services.

A portion of the Services allow you to post or transmit content ("*User Content*"). For example, an applicant may submit User Content in order to build his or her applicant profile. You may post User Content at your sole risk and in your sole discretion, but please note that some User Content may be publicly accessible and/or viewable to others. Do not post any sensitive Personal Information as User Content.

## Information You Provide at Account Registration

In addition to the foregoing, you may be required to register a user account on our Website, whereupon we will collect your email address and request that you create a password to access your user account. **Do not share your password with anyone else**.

We may also collect your time zone, your level of educational background, and other basic educational information in connection with your application.

If you wish to delete your user account, please <u>email</u> us at the email address provided below. Upon receipt of your request to delete your user account, and except as set forth below, we will remove your user account and associated Personal Information, within a reasonable period of time.

## **Information You Submit Via Third-Party Services**

Your application for acceptance into the Corps will be submitted and uploaded by you to a third-party service that we have engaged to collect information for the purposes contemplated on our Website.

Without limiting the foregoing, your application materials must be submitted and uploaded through a third-party website, <u>wufoo.com</u>, which we will use to collect application materials from all applicants.

We do not own or control <u>wufoo.com</u> and we undertake no responsibility or liability for the protection of information that you submit to <u>wufoo.com</u>.

By submitting your application materials to <u>wufoo.com</u>, you assume the risk that your information (including, without limitation, any Personal Information) may be intercepted by an unauthorized third party and used for illegal or improper purposes.

You hereby acknowledge that you will choose to upload your Personal Information to <a href="www.wufoo.com">www.wufoo.com</a> at your own risk. We do not own or control <a href="www.wufoo.com">www.wufoo.com</a> or any of its databases, networks, servers, systems, products or other services, and we cannot be held responsible for any content, operation, security (or any breach of security), or any use or misuse thereof. We make no representations, warranties or endorsements, express or implied, with respect to the legality, accuracy, quality, security or authenticity of any content, information, or services provided to you by or through <a href="www.wufoo.com">wufoo.com</a> or any other third-party service.

## Information You Voluntarily Provide to Other Parties

We do not participate in meetings between applicants and any third parties (such as students or parents), either before or after their acceptance into the Corps. Any information that you provide to any third party (including, without limitation, any Personal Information) is provided by you at your own risk. We assume no responsibility or liability for your personal safety or confidentiality with respect to any such information.

Without limiting the foregoing, you are advised to use caution with regard to the information that you share with any students, parents or other parties and you should only disclose Personal Information (including contact information) that you are comfortable disclosing to students and parents. We assume no responsibility or liability for ensuring your personal safety or protection when interacting with any such third parties.

Applicants who are accepted into the Corps are instructed to follow the terns of their individual tutoring agreement as well as any other rules and regulations adopted by the Corps.

### **OUR USE AND DISCLOSURE OF PERSONAL INFORMATION**

We will use the Personal Information collected from you to develop and maintain the Services, to comply with legal obligations, and for any other purpose for which you provide consent, including (without limitation) consideration of your application materials for acceptance into the Corps.

We may also communicate with you via email or text message to verify your account, notify you about activity relating to the Services, inform you of changes to our policies and procedures, or to otherwise facilitate the operation of the Services. Please note, if we communicate with you via text message, standard rates may apply.

We may disclose your Personal Information in the following circumstances:

### **Use of Your Application Materials**

As an applicant seeking acceptance into the Corps, you are able to do the following through the Website: (i) use the Services to apply for acceptance into the Corps; (ii) upload your application materials through a third-party service that we use to collect applications from applicants; and (iii) receive email notices regarding the status of your application.

By applying and uploading your application, you hereby consent to and agree that we may: (A) review and use your Personal Information or other information you provide to determine your eligibility for the Corps; (B) forward or provide your application and Personal Information to certain affiliates of the Corps; or (C) use your application and/or Personal Information in any other manner that is expressly or implicitly authorized by you upon submitting and uploading your application and Personal Information for the purposes contemplated herein or therein.

You hereby consent to our sharing your application and Personal Information, together with any additional information you provide to us during the application process, in the manner and for the purposes contemplated herein. This means that you give us a perpetual, irrevocable, non-exclusive, royalty-free, worldwide license (and right to sub-license) your application, Personal Information and any additional information you provide to us, to share or otherwise use such application, Personal Information and any additional information as we reasonably require, in connection with the Services contemplated herein.

You should therefore ensure that the information you provide is complete and accurate, and only contains information that you are comfortable sharing with us for the purposes contemplated herein.

**IMPORTANT:** It is your responsibility to ensure that the resume and application materials that you submit are true, complete, current and accurate before you submit such materials. You may not be able to delete, edit, withdraw or otherwise supplement or substitute your application or any related materials after they have been uploaded and submitted.

# **Disclosure to Third-Party Service Providers**

We may employ other companies and people to perform tasks on our behalf in connection with the Services and, from time to time, may need to share your information with them to provide the Services to you. For example, we may use third-party services to host our web applications and store user data. Any Personal Information accessed or disclosed for such purposes will be limited and will only include what is needed to provide the Services, and we will use our reasonable best efforts to ensure that these service providers do not access, use or disclose your Personal Information to others, except as is consistent with this Privacy Policy.

## **Aggregate Use for Information and Analytics**

We may de-identify your Personal Information so that you are not identified as an individual and use that information for any business purpose, including for analyzing demographic and usage information or to help identify new partners and companion services.

### **Disclosure for Legal Compliance**

We reserve the right to access, read, and disclose any Personal Information that we believe, in our sole discretion, is necessary to comply with applicable laws or any court order; to enforce or apply our Terms of Use and other agreements; or to protect the rights, property and/or the or safety of us or any other person.

#### **CONSENT TO COMMUNICATIONS**

By providing us with your email address upon registration of your user account, or at any other time hereafter, you consent to our using the email address to send you communications regarding the Services and any other non-commercial notices, including any notices required by law, in lieu of communication by postal mail.

We may also use your email address to send you other messages, such as changes to features of the Services. We will have the right to send you such communications until you opt-out. If you do not want to receive communications from us, you may opt-out by: (i) deleting your user account and (ii) by following the opt-out and unsubscribe instructions in any email message transmitted to you directly from us, or by requesting to be opted-out by emailing us at the email address provided below. Please note that opting out may prevent you from receiving email messages regarding updates, improvements, or offers.

Please note that you cannot opt-out of communications relating to security, legal notices, your user account, your use of our Services, or other related purposes unless you delete your user account and stop using the Services.

### **DATA SECURITY AND STORAGE**

We recognize the importance of data security and have implemented measures designed to protect the security, integrity, and confidentiality of your Personal Information. We endeavor to protect the privacy of your account and other Personal Information we hold in our records and actively work to prevent unauthorized entry or use, hardware or software failure, and other factors that could potentially compromise security of user information. The safety and security of your Personal Information also depends on you. Certain parts of the Services are protected by a password, and it is your responsibility to keep that password confidential.

#### **DELETION OF PERSONAL INFORMATION**

You may access, and, in some cases, edit or delete your Personal Information through your account. The information you can view, update, and delete may change over time. You may request that we

delete your account and your data by emailing us at the email address below. Please note that if you request removal of your information, you may be unable to continue to utilize the Services.

### **MODIFICATION**

We reserve the right, in our sole discretion, to modify this Privacy Policy at any time and without prior notice. If we modify this Privacy Policy, we will post a notification of the modification on this page. The date of the last modification will also be posted at the beginning of this Privacy Policy. It is your responsibility to check from time to time for any updates. By continuing to access or use the Services, you accept and agree to be bound by any such modified Privacy Policy.

### AGE ELIGIBILITY

This Website is not intended for persons under eighteen (18) years of age. No one under eighteen (18) years of age should access or provide any Personal Information to or on the Website. If you are under eighteen (18) years of age, do not use or provide any information on this Website, do not use any of the interactive or public comment features of this Website and do not provide any information about yourself to us, including your name, address, telephone number, e-mail address or any screen name or user name you may use.

### PROTECTING CHILDREN'S PRIVACY

In accordance with the Children's Online Privacy Protection Act of 1998 and the regulations promulgated thereunder by the Federal Trade Commission (collectively, the "*COPPA*"), we do not knowingly collect or maintain Personally Identifiable Information from persons under thirteen (13) years of age, and no part of our Website is directed to persons under thirteen (13) years of age. If you are under thirteen (13) years of age, then please do not use or access this Website at any time or in any manner.

If you believe that we might have any information from or about an individual under thirteen (13) years of age, please contact us at the <u>email</u> address below. Upon learning of the existence of such Personally Identifiable Information from any person under thirteen (13) years of age, we will take appropriate steps to delete any Personally Identifiable Information of such person that has been collected through our Website without verified parental consent.

### NOTICE TO INTERNATIONAL USERS

The Website is hosted in the United States and is intended for and directed to users in the United States only. If you access the Website from any region or country with laws or regulations governing personal data collection, use, and disclosure, that differ from United States laws, please be advised that through your continued use of the Website, which is governed by United States law, this Privacy Policy and our Terms of Use, you acknowledge that: (i) you are transferring your Personal Information to the United States, (ii) you consent to such transfer of your Personal Information, and (iii) you waive, to the fullest extent permissible, any and all laws, rules and regulations of any jurisdiction other than the United States.

#### **CONTACTING US**

If you have any questions about the Services or this Privacy Policy, please contact us at <a href="mailto:theory.">tntutoringcorps@gmail.com</a>.

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