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Nearpod® Privacy Policy

This privacy policy (the “**Privacy Policy**”) applies to the Nearpod website, or any of the Nearpod mobile applications (collectively the “Nearpod Materials”), owned and operated by “Nearpod Inc.,” “**Nearpod**,” “we,” “us,” or “our”). In this Privacy Policy, “you” refers to an Educator Nearpod User (defined below) of the Nearpod Materials in the event that an individual Nearpod license is used (e.g. Silver, Gold, or Platinum) or the Institution (e.g. School or District), as context may require.

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Introduction:

We have created this Privacy Policy to tell you what information the Nearpod Materials collect, how we use that information, and who we will share that information with, if at all. Where our privacy practices for students differ from our practices compared to those of an Educator Nearpod User (defined below), we mention it separately.

Use of the Nearpod Materials is subject to this Privacy Policy, the Nearpod Terms and Conditions, and any applicable separate agreement signed between Nearpod and you.

This Privacy Policy does not address the privacy practices of any third parties that we do not own, control, or are affiliated with, even if the Nearpod Materials provide links to those third parties.

Nearpod takes privacy seriously. Nearpod is a proud signatory of the [Student Privacy Pledge](#).



Definitions:

For purposes of this Privacy Policy, the following definitions apply:

1. **“Educator Nearpod Users”** An Educator Nearpod User is a single, named, person of legal age who can enter into a contract in the state or country in which the Nearpod User resides and in no case, are under the age of 18, and who is not a student (i.e. they can be a teacher or administrator). An Educator Nearpod User may be the individual who purchases an individual license, or an authorized user of an Institution’s account.

If you are a holder of a **Nearpod Enterprise Edition** account, for commercial purposes, then these Terms, to the extent applicable, apply to you too.

2. **"Institution"** means a school, district, college, university or other education institution or education agency that adopts or uses the Nearpod Materials.
3. **"Personal Information"** means personal information of a particular User as defined by applicable law.
4. **“Student Nearpod Users”** are users who access the participation portion of the Nearpod Materials by entering a code provided by the Educator Nearpod User and accessing the lesson materials via www.nearpod.com/student but do not have an end-user account; or (for Institution accounts only) upon affirmative consent from the Institution’s administrator associated with the Nearpod Materials, student account functionality may be enabled

5. **“Terms and Conditions”** mean the Nearpod Terms and Conditions for the Nearpod Materials.
6. **“User”** means an end-user of the Nearpod Materials.
7. Capitalized terms not defined in this Privacy Policy will have the meaning set forth in our [Terms and Conditions](#).

What type of information do we collect?

The type of information Nearpod collects depends on whether you’re accessing the Nearpod Materials by visiting our website and/or app, have an account, or are accessing the Nearpod Materials as a student.

a. Website Visitors. For individuals who visit the Nearpod website but do not fill out an online form, contact us, or create (or have previously created) an account, we automatically collect IP address, a device identifier, and other non-personally identifiable information. For example, we may receive information from your device when you use Nearpod, including, but not limited to: the duration of time you spend on Nearpod, the type of device you’re using, the version of the Nearpod application on mobile devices, device event information like crashes, hardware settings, date and time information, and actions performed by you while visiting our website or application. Our website uses cookie technology (e.g. [Google Analytics](#)). Users and Institutions may implement browser controls to block and delete Nearpod’s use of cookies, pixels and similar technologies; however, such actions may prevent or impair required functionality and use of the Nearpod Materials.

1. STUDENT LESSON JOIN: To avoid the use of marketing cookies or similar technologies for our Student Nearpod Users, students should access the Nearpod Materials through the following landing page: www.nearpod.com/student.

b. Account Holders & those who voluntarily provide information to Nearpod. In addition to the data collected for our *Website Visitors*, if you voluntarily provide additional information to us by registering for an account, filling out an online form found on our website, or voluntarily providing us your information at a conference, we may collect additional information from you. For example, in addition to the items in the previous section you may be asked to provide some basic information such as your first and last name, email address, school, password, role, and a profile photo (optional). Additionally, Educator Nearpod Users have the option to create their own content on the Nearpod Materials, which Nearpod will store, process, and use solely for providing the Nearpod Materials to you. In HTML emails that we may send you, we may use technical methods for a number of purposes, including determining whether you have opened or forwarded those emails and/or clicked on any links in

those e- mails. These technical methods may enable us to collect and use information in a form that is personally identifiable.

c. *Students.* We empower educators and Institutions to decide how students engage with the Nearpod Materials.

1. *Student Accounts.* For Institution account holders, the administrator of the account has the ability to enable the creation and rostering of student accounts (each a “Student Account”). If an Institution opts in to this functionality (the default configuration is to opt-out), the following information shall be collected from students in addition to the information listed in 4(a), above: First Name, Last Name, Email Address, the name of the Institution that the student belongs to, reference account number, and profile photo (optional). For non-Institution accounts, we do not offer the option to create a student account.
2. *No Student Accounts.* For those users with Silver, Gold, and Platinum accounts and those Institution accounts where the admin opts out of the student account feature there is a participation portion of our Nearpod Materials wherein teachers and educators can share an alphanumeric code with their students to “join” a lesson. For identification to the teacher, we recommend students enter a first name and last initial, or a nickname, when accessing a Nearpod presentation. If you opted-in to Nearpod’s verified names feature, then a student’s name (as shown on the applicable identity provider) will be provided to us. Furthermore, if an Institution chooses to assign lessons found in the Services to Student Users through a third-party learning management system (LMS), the student name (as shown on the LMS) will be collected during that session in order to prepopulate the student name after the code is entered.
3. *All Student Nearpod Users.* In addition to the information that is collected from all website visitors, and the data listed in section c(2) or c(3), respectively, Nearpod will also collect all student-generated data and content that is created as a result from a student’s interaction with the platform. Some lessons will also have an interactive feature that allows students to record audio and, depending on the device used, to take photos of themselves to be uploaded onto the platform; which can subsequently only be viewed by their teacher, any Nearpod account administrator associated with the teacher account, and

the other students who were given access by the Educator Nearpod User, and who joined that lesson. Finally, if a Student Nearpod User elects to save any of their notes upon completion of a lesson by emailing them to him or herself, the email will be collected in order to generate and send the email containing the notes. If you are a parent or guardian or teacher and believe that your child or student has provided Nearpod with personally identifiable information by creating an account, you should notify us at privacy@nearpod.com so that we may delete the information from our servers.

d. Payment Information. When a customer (either teacher or an Institution on behalf of its educators) purchases the Nearpod Materials, Nearpod will collect information needed to process the order, including order details, name, institution name and address (if applicable), email address, phone number, billing address, credit/debit card information, and any instructions. Payment data submitted by the customer will be disclosed to the customer's financial institution and Nearpod's payment processing vendor for the purpose of processing payment for the Nearpod Materials ordered.

Basis for Processing Information:

Authorization is given to Nearpod and its processors to collect, process and otherwise handle Personal Information under this Privacy Policy and the Nearpod Terms and Conditions when an Educator Nearpod User or Institution purchases the Nearpod Materials, as well as when an Educator Nearpod User establishes an end-user account and registers to use the Nearpod Materials.

Further authorization is given to collect, process, and otherwise handle Personal Information of a Student Nearpod User under this Privacy Policy and the Terms and Conditions when an Educator generates an access code through use of the Nearpod Materials and provides the access code to a Student Nearpod User or when an Institution elects to opt-in to Student Accounts. Educator Nearpod Users and their Institutions are responsible to obtain any additional legally required consents for Student Nearpod Users.

Compliance with Privacy Laws:

FERPA

Nearpod and the Nearpod Materials comply with and are designed to allow responsible parties to comply with applicable law, including the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g, 34 CFR Part 99 (FERPA) in receiving and handling personally identifiable information from education records as a "school official" under FERPA.

COPPA:

Nearpod relies on the Institution's consent in lieu of a parent in collecting verifiable consent of students under the age of 13.

CCPA:

California state residents may have additional rights under the California Consumer Privacy Act of 2018 (CCPA). For more information, please see our [California State Privacy Policy Supplement](#).

Nevada SB 220:

Nevada state residents may have additional rights under the Senate Bill 220. If you have any questions regarding your rights, please do not hesitate to contact us at: privacy@nearpod.com.

GDPR

Privacy Shield:

Nearpod complies with the EU-US Privacy Shield Framework and the Swiss-US Privacy Shield Framework as set forth by the US Department of Commerce and the provisions of the European General Data Protection Regulation ("GDPR") regarding the collection, use, and retention of personal information from European Union, Switzerland, and the United Kingdom to the United States. If there is any conflict between the terms of this privacy policy and the Privacy Shield Principles, the Privacy Shield Principles shall govern. Nearpod has certified to the Department of Commerce that it adheres to these Privacy Shield Privacy Principles. To learn more about the Privacy Shield program, and to view Nearpod's certification, visit www.privacyshield.gov. With respect to personal data received or transferred pursuant to the Privacy Shield Framework, Nearpod is subject to the regulatory enforcement powers of the U.S. Federal Trade Commission. For purposes of Article 14(2) of the GDPR, Nearpod relies on the following lawful basis for processing Personal Data: consent, compliance with law and legitimate interest.

On request from our customers, Nearpod will execute Standard Contractual Clauses ("SCC") as set forth by the provisions of the European General Data Protection Regulation ("GDPR") regarding the collection, use, and retention of personal information from European Union, Switzerland, and the United Kingdom to the United States; additionally, as required by GDPR, Nearpod has executed SCCs with our subcontractors who process our customer's personal data in response to the *Schrems II* case decision. If there is any conflict between the terms of this privacy policy and the SCC, SCC shall govern.

Personal Information may be transmitted, stored, and processed in a country other than the one in which the User resides, or the Institution is located. **The authorization for Nearpod to collect, process and otherwise handle Personal Information under this Privacy Policy includes authorization for the User's Personal Information to be transferred and stored in countries outside of their residence, which may include the United States and the United Kingdom, as well as any country where the Educator or Institution may be located or the User may visit.**

LGDP:

Nearpod complies with the provisions of the Brazilian General Data Protection Law ("LGDP") regarding the collection, use, and retention of personal information from Brazil to the United States.

OTHER PRIVACY LAWS:

Nearpod is committed to complying with all other data protection laws applicable to its delivery of the Nearpod Materials.

Does Nearpod share information with third parties?

All accounts and users.

Nearpod shares the information it collects, including Personal Information, with its third-party sub-processors in order to provide the services to you. Nearpod shall ensure that a contract is in place between it and any third-party entity or agent that participates in an onward transfer of personally identifiable information. The contracts specify that such personally identifiable information may only be processed for limited and specified purposes consistent with the consent provided by the individual, applicable laws, and that the recipient will provide the same level of protection as stated in this Privacy Policy. Nearpod remains liable for the acts and omissions of its third-party agents. These sub-processors are used to provide hosting services of User data, improve our offerings, advise Educator Nearpod Users of new offerings, and to provide you with the best possible experience on Nearpod.

A list of these sub-processors will be provided upon request to privacy@nearpod.com.

We may also share your personally identifiable information with law enforcement officials, or other third-parties, when we are compelled to do so by a subpoena, court order, or similar legal procedure. If there is a separate agreement in place with an Institution, and the terms of that agreement require notice to them of the governmental request for information, such notice will be given (so long as legally permitted to do so). If there is no separate agreement, then no notice will be given to the affected User.

In addition, we may share personally identifiable information if we believe in good faith that the disclosure of such information is necessary to prevent physical harm or financial loss, as permitted by applicable law, to report suspected illegal activity, to investigate violations of our [Terms and Conditions](#) or to the extent necessary to meet national security requirements.

For teachers and other administrative educators only (i.e. not for students), Nearpod and Nearpod Materials may offer conversation pages, chat rooms, social community environments, profile pages, as well as other interactive features in which you may provide us with your submissions. If you provide personally identifiable information when you use any of these features, that personal information shall be posted on the Nearpod Materials. You are responsible for your communications and are responsible for the consequences of their posting. Further, during the registration process, Nearpod will ask you to create a “username” to be used to access your account and Nearpod features, and Nearpod Materials. Should you choose to post to the Nearpod Materials, make comments, give feedback, or provide us with other types of submissions (“collectively, “Submissions”), Nearpod may use your username to identify or credit you as the source of such Submissions.

Nearpod may use and disclose Personal Information, as authorized by an Institution or by an applicable governmental educational agency or authority, for administrative, audit and evaluation purposes, such as to evaluate the educational efficacy and effectiveness of the Nearpod Materials.

Accounts provided to you as part of a School or District License.

Nearpod uses the Personal Information to deliver the Nearpod Materials for educational purposes. In delivering the Nearpod Materials, Nearpod may provide and disclose Student Nearpod User Personal Information to the Student User’s Educator and Institution and as otherwise directed by the Institution or the Educator. Educators and Institutions may export grade book information and other Course Data from the Services for the purpose of maintaining educational records. Nearpod may also provide and disclose Educator User Personal Information to the Educator’s Institution.

If your Nearpod Educator User Account was provided to you by your Institution, then your account may be managed by a school or district administrator who may have access to all of your Nearpod account information including – but not limited to – all your presentations and reports (including any student information associated with your account). In addition, your school or district administrator may be able to:

1. Change your password.
2. Suspend or terminate access to your account.
3. View statistics regarding the use of your account.
4. Access, delete, or copy your presentations and reports and any other information stored as part of your account.

Additionally, if you register as an Education Nearpod User using an email address owned by your Institution of employment, your account may subsequently be added to the Institution's account, in the event that the Institution purchases the Nearpod Materials and asks that all current users whose email is under the Institution's domain be added.

Other Circumstances

Personal Information collected under this Privacy Policy may be (i) disclosed or used with the User's consent, or (ii) if we sell or otherwise transfer part or all of our business or assets to another organization, such as in the course of an acquisition, merger, bankruptcy, or liquidation, we may transfer your personally identifiable information. In such an event, we will endeavor to require the buyer or transferee to agree to our commitments provided in this Privacy Policy. Notice of such transfer may be provided in accordance with our [Terms and Conditions](#) or via a public press release. This notice may be given either before or after the transfer occurred, in our sole discretion. Should user information be transferred to a third-party, said user may request the third-party to delete the information.

Nearpod will not use any personally identifiable information to advertise or market third-party services to its users and does not sell or rent such information.

Nearpod does not share student personally identifiable information nor share student information as "Directory Information" under FERPA.

Marketing tools are not present in the student facing, participation portion of the platform.

How does Nearpod protect information you provide to us?

We have implemented and maintain information technology security measures designed to protect personally identifiable information from unauthorized disclosure to or access by a third-party. Your account and associated information are protected by a password, which you should keep secret at all times. We encrypt password information stored in our databases. Additionally, all interactions with Nearpod's application are encrypted in transit with TLS 1.2 grade encryption or better. Although we make concerted efforts to protect personally identifiable information and maintain security, it is not 100% guaranteed.

Outages, attacks, unauthorized use, or other factors may compromise the security of user information at any time. In the event of a security breach of your data, we will notify you by posting on the Nearpod website or notifying you by email using the email address on your account. For EU residents, notification to the Nearpod Supervisory Authority shall be made within 72 hours of Nearpod becoming aware of such breach.

Data Ownership

The Nearpod account owner is the owner of any data, including student content, submitted through the Nearpod Materials. Nearpod retains a perpetual, irrevocable, worldwide, sublicensable and transferable right to use, publish, display, modify, and copy anonymized Content solely for the purpose of providing the Nearpod Materials and services to you. For the avoidance of doubt, such anonymized content shall not include any personally identifiable information.

Newsletters

Nearpod may offer email newsletters to the user in charge of implementing Nearpod. By registering for Nearpod, you may receive occasional emails about your account or about updates to the platform. You may unsubscribe from these emails at any time by contacting privacy@nearpod.com. We will respond to all requests promptly but no later than 14 days.

How you can access, change, or delete personally identifiable information?

Deletion of data. Nearpod will store the information you provide to us for so long as you have an account with Nearpod or when you inform us in writing that the data are no longer necessary to complete the purpose for which they were collected, whichever is later. Please contact privacy@nearpod.com to delete your account by using the email associated with the Nearpod Materials. We will respond to all requests promptly but no later than 14 days. If your Educator Nearpod Account is part of a school or district account managed by an Institution administrator, then the request should be made to the Institution administrator to delete the account.

Accessing and correcting personal information. You can contact us to access or correct any personally identifiable information that we have collected from you by sending an e-mail to privacy@nearpod.com. Please include your username and e-mail address so that we can better assist you with your inquiry or request. Please be advised that: (i) requesting the removal of, or not providing personally identifiable information may result in the termination, removal, or blocking of your account, registration, or access to the Nearpod Materials; and (ii) changing personally identifiable information may affect your use of the Nearpod Materials including the

correctness of any results. Once you request a change of your personally identifiable information or your account, we can give you no assurances that such information or account may be retrieved or reopened in the future. We will respond to all requests promptly but no later than 14 days.

Institution deletion of data. For Institution users, if an Institution account ceases to exist, the individual teacher accounts will be disassociated with the master account and downgraded to a Nearpod Silver account. Any lessons stored in the user's "My Library" will be deleted if they take up more than the allocated storage space provided to Silver users. Additionally, all student reports associated with lessons will be deleted. Additionally, Institution account administrators have the ability to impersonate an individual Educator Nearpod User account under their master account and are able to download the reports if the teacher user is no longer a member of the school or district.

How to access your data. Teacher-users (or admins for the associated accounts) can access their data by either (i) sending an email to privacy@nearpod.com; or (ii) logging into their Nearpod account and downloading the reports from each lesson launched as a PDF or CSV file.

How do we enforce this Policy?

Nearpod conducts self-assessed compliance audits of its relevant privacy practices to verify adherence to this Privacy Policy. Any employee that Nearpod determines is in violation of this policy will be subject to disciplinary action. In compliance with the GDPR, Nearpod commits to resolve complaints about our collection or use of your personal information. EU and UK residents with inquiries or complaints regarding our Privacy Policies should first contact Nearpod at:

Chief Privacy Officer: Daniel Green
1855 Griffin Road, A-290
Dania Beach, FL 33004
privacy@nearpod.com

If an issue cannot be resolved by Nearpod's internal dispute resolution mechanism, Nearpod has chosen JAMS to be its independent recourse mechanism for Privacy Shield. Nearpod agrees to be bound by any decision of JAMS. Individuals may contact JAMS at <https://www.jamsadr.com/eu-us-privacy-shield> to address complaints. More information about JAMS is available at <https://www.jamsadr.com>. Further, if Nearpod does not resolve the complaint, you may submit the matter to binding arbitration to a single arbitrator of the Privacy Shield Panel. The remedies from this arbitration are limited to individual-specific, non-monetary equitable relief (such as access, correction, deletion, or return of the individual's data in question) necessary to remedy the violation of the Principles only with respect to the individual.

In addition, you may contact our European Data Supervisory Authority: Ireland Data Protection Commissioner; Canal House, Station Road, Portarlington. R32 AP23. www.dataprotection.ie

Will there be changes to our Privacy Policy?

We expect to amend our Privacy Policy from time to time as we change the registration procedure, possibly introduce or alter our offerings, change levels of user participation, change the type of data we collect, how we may use the data we collect, or release new features. We will notify you of any updates by posting on Nearpod an updated policy. Changes will be effective: (i) ten (10) days after Nearpod provides notice of the changes, whether such notice is posted to Nearpod, is sent to the email address associated with your account or otherwise; or (ii) when you opt in or otherwise expressly agree to the changes or a version of this Privacy Policy incorporating the changes, whichever comes first.

Nearpod retains the right in its sole discretion to remove or delete, temporarily or permanently, any and all information, including personally identifiable and non-personally identifiable profile and registration information, Submissions, and any other information collected from or provided by you during and after installing Nearpod. Please note that, at all times, you should update your personal information to provide us with current email addresses.

How to Contact Us

You can contact us with any questions by sending an email to privacy@nearpod.com or at the following address: Chief Privacy Officer: Daniel Green, 1855 Griffin Road, A-290, Dania Beach, FL 33004

For the previous version of this Privacy Policy, please click [here](#).

If you are a Pearson Powered by Nearpod User, these terms and conditions do not apply to you; rather a different set of terms and conditions found [here](#) apply instead.

Posted Date: 11/13/20

Effective Date: 45 days from Posted Date

