



# G&S Corporation

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## Wobsmob.com Privacy Policy

Effective Date: November 1, 2019

Welcome to Wobworld® wobsmob.com, which is owned and operated by G&S Corporation. We are committed to providing children with a learning environment where every activity is just as fun as it is educational and where you can feel confident that your children's privacy is protected.

This Privacy Policy describes the ways in which G&S Corporation, and its subsidiaries (collectively, we, our, us, or the Company) collect, use, and disclose information about you and the children who use your Account through wobsmob.com, and any other websites, applications, and online services (Apps) that link to this policy (collectively, the Services). Our Services are directed toward preschool- through second grade-aged children.

Please read this Privacy Policy closely. By using the Services, you agree to the handling of your information in accordance with this Privacy Policy.

### Summary of Key Points

You should read this entire Privacy Policy and also our Terms & Conditions, but here are some key points:

- The Services are backed by our Child Safe guarantee. This means that Accounts will never include any pop-up ads or other advertisements directed to children.
- We will never sell or rent the Personally Identifiable Information of any User (as defined below) of the Services to a third party, except as described in this policy in the context of a sale of the Company. Personally Identifiable Information, or Personally Identifiable Information, is defined in this policy as information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context.
- During wobsmob.com registration, the only information we may ask you to provide about a child who will be using the Services is the child's first name (or nickname), birth month and year, and gender.
- Other than in the places and for the purposes explicitly disclosed in this Privacy Policy, we do not knowingly collect any Personally Identifiable Information directly from Child Users.
- We do not ask for certain sensitive Personally Identifiable Information such as social security numbers, driver's license numbers, or biometric data. However, paying subscribers are asked for payment information when they subscribe. Please see Section 3 (Content You Submit) for more information about how we safeguard payment information.
- Because the security of your personal information is important to us, we only ask for Personally Identifiable Information where it is reasonably necessary to provide the Services. We also use commercially reasonable physical, technical, and administrative security measures designed to safeguard all information collected by the Services.
- Adult Users (as defined below) may contact us or their Educational Institution, when applicable, at any time as described in Section 12 (Contact Us) to request that we provide for their review, or delete from our records, any Personally Identifiable Information they have provided about Child Users associated with their Accounts, or to cease collecting Personally Identifiable Information from those Child Users. For information about when we automatically delete Personally Identifiable Information due to Account cancellation or inactivity, please see Section 9 (Location of Information Processing). Additional Protections and Information for School Accounts
- If you have access to the Services through a School Account, additional privacy protections apply because your Educational Institution may provide Wobworld Schools with student personally identifiable information (Student Data) as defined by the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) and its implementing regulations (34 CFR Part 99) (collectively, FERPA).
- Wobworld Schools will only access, collect, record, organize, use, or disclose (collectively, Process) Student Data collected through the Services as described in Wobworld Schools' agreement(s) with the applicable Educational Institution and this Privacy Policy. Wobworld Schools will Process the data consistent with all applicable laws, including, but not limited to, FERPA.
- Wobworld Schools will delete, or if requested by the Educational Institution, transfer to the Educational Institution all Student Data within 90 days (or a shorter time frame if required by applicable law) following the termination of the Wobworld Schools' agreement with the applicable Educational Institution.
- Wobworld Schools may d-identify Student Data received in connection with providing the Services and use such data as described in this Privacy Policy.

### **Student Privacy Pledge**

Wobworld Schools is a signatory of the Student Privacy Pledge. The Future of Privacy Forum and the Software & Information Industry Association introduced the Student Privacy Pledge to safeguard student privacy regarding the collection, maintenance, and use of student personal information. Since 2014, more than 300 companies have signed on. Signing the pledge demonstrates our commitment to complying with the highest standards for safeguarding Student Data.

### **WobAssist and wobsmob.com LIVE! (WHEN AVAILABLE)**

In order to deliver our personal tutoring services through WobAssist or personalized assessments through wobsmob.com LIVE, Child Users will be recorded via audio and video. Because this constitutes Personally Identifiable Information under the Children's Online Privacy Protection Act (COPPA), we will need consent from the parent or legal guardian (Consent) as set forth in Section 3 (Content You Submit).

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### **1. Child Safe Guarantee**

The Services are backed by our Child Safe Guarantee. This means that Accounts will never include any pop-up ads or other advertisements directed to children. In addition, Child Users are blocked from accessing external links. External links will only be available if an Adult User enters his or her password.

### **2. Types of Accounts, Services, and Users**

How we collect, use, and disclose information depends on the type of Account and the type of user. We currently offer the following types of Accounts through the Services: Family Accounts, Teacher Accounts, and School-Linked Accounts, Librarian Accounts, Guest Library Accounts, Personal Library Accounts, Library Home Checkout Accounts, and Community Center Accounts (collectively, Consumer and Other Accounts), which are described in our Terms & Conditions. Separately, Wobworld Schools provides School Accounts, which are only for Educational Institutions.

Consumer and Other Accounts and School Accounts are collectively referred to as Accounts, and the provisions of this policy apply to all Accounts. Any difference in how the Consumer and Other Accounts and School Accounts are treated is identified below.

Users of the Services include Child Users (any child under age 18 who uses the learning portion of the Services) and Adult Users (including parents and legal guardians of Child Users, Gift Account purchasers, teachers, librarians, and community center administrators), collectively referred to as Users.

### **3. Content You Submit**

A. Information Users Provide to Us As more fully set forth below, we and our third-party service providers collect information that Users provide when using the Services, including when Adult Users create an Account, sign up for Services, or contact us with a question, comment, or request, and when Child Users participate in tutoring or assessment sessions. However, we will only use or disclose this information in accordance with this policy and applicable law. Please see Section 5 (When We Disclose Information to Third Parties) below for more information and how we limit disclosure of Child User information.

#### **Adult Users**

Adult Users are asked to provide certain information about themselves when registering for any Account, including first and last name, email address, and telephone number (which is optional). The other information provided at registration depends on the type of Account or Adult User. For example:

Payment information is collected from Adult Users who purchase a Family Account, including those who purchase a Gift Account for others. For your security, we do not store your complete credit card number in our databases but retain only the first six digits and last four digits so that we can identify your Account and respond to your requests and questions.

A parent or legal guardian email address is collected when the Adult User purchasing a Family Account or setting up a Personal Library Account or Library Home Checkout Account states that he or she is not the legal guardian, or if a teacher or community center administrator provides such addresses in order for parents or legal guardians to connect to the Teacher Account, Community Center Account, or School Account.

The school, library, or community center name and address (state and ZIP code only) are collected from Adult Users who register for a Teacher, Librarian, or Community Center Account. Adult Users who register for a Family, Teacher, Classroom-Linked, Personal Library, Home Checkout, Community Center, or School Account are asked to provide the first name (or nickname) and gender and may be asked for the birth month and year of Child Users who will be accessing the Services through their Accounts.

In addition, Adult Users can provide us with information through separate password-protected sections (i.e., the Parent Section or Teacher Dashboard) of the Services. These sections, accessible via the Menu or Settings link on the Services, allow Adult Users to administer their Accounts, including when they add Child Users, provide testimonials, seek customer support, or submit comments or questions.

#### **WobAssist and wobsmob.com LIVE! (WHEN AVAILABLE)**

If you subscribe to WobAssist or wobsmob.com LIVE (WHEN AVAILABLE), during setup of those Services we will record you to confirm that your Internet-enabled device (Internet Device) has the appropriate audio and video capabilities for effective use of the Services, and to obtain your Consent for our collection of certain information about your Child User (as set forth in this policy and elsewhere) in accordance with COPPA requirements. To the extent that you participate in an assessment or tutoring session (each, a Session) or are in close proximity to the Internet Device used by your Child User during a Session, you may also be recorded and viewed by others in the Session as noted below.

If you submit any information relating to other people in connection with the Services, you represent that you have the authority to do so and permit us to use the information in accordance with this Privacy Policy.

#### **Child Users**

Wobsmob.com allows Child Users can create and upload certain free-form content. We encourage you to use the Services with your Child Users and to view and monitor any content created or uploaded (if applicable) by them. If you would like to review all content saved by your Child Users, you can access this content by clicking on the My Files menu item in each Child User's About Me section of the Services.

#### **WobAssist and wobsmob.com LIVE! (WHEN AVAILABLE)**

Given the nature of the personal assessment and tutoring services through wobsmob.com LIVE or WobAssist, certain personal information of Child Users will be collected as described in Information We Collect from Users immediately below. Consent is required to collect or use the personal information of children under age 13. We will need your Consent prior to providing any assessment or tutoring services to your Child User(s). For WobAssist and wobsmob.com LIVE, we will ask you for your Consent to collect your Child User's personal information and to record your Child User via audio and video prior to the initial assessment of your Child User. You represent that you are the Child User's parent or legal guardian and can provide Consent. This Consent applies to all of the children under your Account. We do not share the recordings or any data from these recordings with any third parties and only use the recordings internally in compliance with applicable law and this Privacy Policy. If at any time you wish to withdraw this Consent you must discontinue use of WobAssist and/or wobsmob.com LIVE, as applicable.

B. Information We Collect from Users We and our third-party service providers collect information directly from Users of the Services in the form of the actions they take and activities they complete when using the Services. For example, from Adult Users, we may collect information about patterns of usage and order history; from Child Users, we may collect information about patterns of usage, which activities a child commences and completes, when a child starts and stops an activity, which areas of the Services the child frequents, the number of questions answered correctly or incorrectly, how many Tickets the child earns, what virtual items the child selects to exchange for Tickets, and the child's choice of Avatar and customization.

We and our third-party service providers also use a variety of technologies, such as cookies (small text files that the Services save on your computer or mobile device), to automatically collect certain technical information from your computer or mobile device over time and across different websites, including when you use the Services,

such as your browser type, operating system, device type, the page served, your IP address, your Geo-location, and the websites you visited prior to visiting the Services. When you download and use one of our Apps, we and our service providers may track and collect App usage data, such as the date and time the App on your device accesses our servers and what information and files have been downloaded to the App based on your device number.

We and our third-party service providers may use the information collected through these technical methods for several purposes, including delivering content, tracking and enhancing our Users' experience on the Services, and delivering advertising to visitors to <http://www.wobsmob.com> when they visit other websites and applications. For example, when you return to the Services after logging in, cookies help the Services recognize who you are without having to log back in. For more information, see Section 4 (How We Use Information). The information collected through these technical methods on the child-directed portions of the Services are used only to support the internal operations of the Services. We do not allow third-party advertising networks to collect information about Users who are logged in to their Accounts.

If you do not want the Services to collect information using cookies, you can set your web browser to reject cookies from the Services. Each browser is different, so you should check your browser's Help menu to learn how to change your cookie preferences. However, please note that if you reject or block cookies from the Services, the Services may not function as intended. For example, you will not be able to remain logged in to your Account, and therefore you would have to log in during each page transition.

#### **Child Users: WobAssist and wobsmob.com LIVE! (WHEN AVAILABLE)**

wobsmob.com LIVE and WobAssist provide personal online assessments and tutoring in one-on-one or group settings, depending on the Service purchased. Both wobsmob.com LIVE and WobAssist include interactive video and audio of both the adult tutor providing the Session and the Child User(s) attending a Session. Accordingly, the personal information of your Child User(s) will be collected in the form of audio and video recordings in each Session. We will maintain the recordings but will not share these recordings or any data from these recordings with any third parties. We use the recordings only internally in compliance with applicable law and this Privacy Policy.

Your Child User's Instructor will have access to your Child User's recorded Sessions, but other Instructors will not have access to these recorded Sessions. The Company will have access to all of the Sessions, and Instructors will have access to those Sessions they teach. We do not share the recorded Session with any third parties. During group Sessions, you and your Child User will be able to see and hear the other children in your Child User's Session via your Internet Device, and they will be able to see and hear your Child User. In addition, when your Child User participates in a group Session, the other children in the Session (and anyone else in close proximity to any participating children) may be able to see and hear your Child User and vice versa.

As part of the wobsmob.com LIVE and WobAssist Services we may offer homework and other instruction that may include the ability to for Child Users to upload homework. To the extent that a Child User's homework contains additional personal information, it will be covered by this policy.

**Location Information:** We may collect and store information about your location to provide you with educational experiences or email updates that are tailored for your region. The location information we have access to may include (1) your ZIP or postal code, if you provide one to us; and (2) the approximate geographic region your computer or mobile device is located in, as determined from your IP address. However, we do not collect your street name and the name of your city/town. You may be able to change the settings on your computer or mobile device to prevent it from providing us with such IP information. We also have access to your school or classroom location if you (as a teacher) provide it to us.

**Push Notification and SMS.** Additionally, if you downloaded the App on your mobile device to access the Services, as part of your use of the Services we may ask if you would like to receive push notifications, which may include alerts and notifications, badges, banners, and sounds on your mobile device. You may choose to stop receiving push notifications at any time by changing the settings on your mobile device. We may also ask if you would like to receive SMS text messages. Please note that your carrier may charge you for the text messages you receive. To permanently stop receiving SMS text messages from us (if you are located in the U.S. or Canada) text STOP, CANCEL, or UNSUBSCRIBE in reply to any SMS text message sent by us.

#### **4. How We Use Information**

We will never sell or rent the Personally Identifiable Information of any User of the Services to a third party, except as described in this policy in the context of a sale of the Company.

We and our third-party service providers may use the information collected from Users as follows:

Adult User Information collected from Adult Users may be used:

- To permit you to register and use the Services, including, for example, to send you communications about Child User progress or your Account, or to allow you to provide Feedback through the Parent Section. For security purposes, the Parent Section is password protected.
- For certain Consumer and Other Accounts, to complete and fulfill your purchase, such as to process your payments, communicate with you regarding your purchase, and provide you with related customer service.
- To respond to your inquiries and fulfill your requests, retrieve your password, or provide technical support.
- For Consumer and Other Accounts to provide marketing communications that we believe may be of interest to you. While it is never our intention to send any marketing messages to children, if you believe a Child User has received such a marketing communication, please contact us as described in Section 12 (Contact Us) below. You can always choose to stop receiving these marketing messages by simply following the instructions contained in the message or, if the communication is by phone, informing the caller of your desire not to receive further phone communications. For all Accounts, you may not opt out of receiving administrative messages from us regarding your Account, such as password reset emails, customer support messages, and progress reports for School Accounts.
- To deliver wobsmob.com advertising to you based on your visits to the non-child-directed portions of the Services (such as <https://www.wobsmob.com>), for example when you visit third-party websites and applications or via postal mail. We will never use information collected in the child-directed portions of the Services for targeted advertising purposes. We do not currently respond to web browser "do not track" signals; however, you may opt out of receiving online interest-based advertising from our interest-based advertising providers by visiting [www.aboutads.info/choices](http://www.aboutads.info/choices). For more information about web browser "do not track" signals, visit [www.allaboutdnt.org](http://www.allaboutdnt.org).
- To measure the effectiveness of our advertising to adults. Child User Information collected from Child Users may be used:
- To measure a Child User's performance in activities and to adapt a Child User's learning experience to the Child User's learning needs.
- To analyze, provide progress reports on, or provide an assessment of a Child User's performance to the Adult User on the Account. Both Adult and Child User Information collected from both Adult and Child Users may be used:
- To allow us to assess and improve the Services, its educational content, and other services we provide, for example, to improve our content and user experience; to research, evaluate, and improve the Services' educational efficacy; and to inform our understanding of the Services' user base.
- To customize, adapt, and personalize Users' viewing and content-consumption experience, for example, by measuring a Child User's performance in activities and adapting the Child User's learning path to his or her learning needs.
- To maintain and analyze the functioning of the Services.
- As we believe to be necessary or appropriate: (a) under applicable law, including laws outside your country of residence; (b) to comply with legal process; (c)

to respond to requests from public and government authorities, including public and government authorities outside your country of residence; (d) to detect violations of and enforce our terms and conditions; (e) to protect our operations or those of any of our affiliates, including the security of the Services; (f) to protect our rights, privacy, safety, or property, or that of our affiliates, you, or others; and (g) to allow us to pursue available remedies or limit the damages that we may sustain (collectively, (a)-(g) are Other Uses and Disclosures).

## 5. When We Disclose Information to Third Parties

Information collected from both Adult and Child Users will not be disclosed except as follows:

- To third parties who perform certain services for us, such as process credit cards or conduct or evaluate research (such as on the educational impact of the Services), provided that the service providers agree to keep the information confidential and to use it only for purposes that are permitted by this Privacy Policy.
- Where parents or legal guardians have linked a Family Account to a Teacher Account, as described in the Terms & Conditions, the Adult Users of both Accounts will be able to review the progress and details of their Child Users within both Accounts.
- As we believe to be necessary or appropriate as set forth above in Other Uses and Disclosures and in other instances substantially similar to those listed in this Section.
- Where legally required and in certain other cases, we may make such disclosures without first providing notice to Users.
- Subject to confidentiality agreements, the terms of this Privacy Policy, and applicable law, information may be disclosed to service providers, advisors, potential transactional partners, or other third parties in connection with the consideration, negotiation, or completion of a corporate transaction in which we are acquired by or merged with another company or we sell, liquidate, transfer, or license all or a portion of our assets in bankruptcy or otherwise. This means that if some or all of our assets are acquired or otherwise transferred or licensed, including in bankruptcy, that such acquires shall be subject to the same commitments stated under this Privacy Policy.

In addition, with respect to Consumer and Other Accounts, we may use third-party advertising networks to collect cookie information about Adult Users' visits to the non-child-directed portions of the Services and to (1) deliver interest-based advertising to those Adult Users, including Wobworld -branded advertising, when those Adult Users visit third-party websites; and (2) provide us with statistics about the effectiveness of our advertising on third-party websites. These third-party advertising networks may use this cookie information in accordance with their own privacy policies.

As noted above, because WobAssist or wobsmob.com LIVE Sessions may be in small groups (currently limited to four students), the other Child Users in a Session and any other individuals located within proximity to the Internet Device used by other Session participants may be able to view and hear your Child User during the Session. Likewise, you, your Child User, and other individuals within close proximity to the Internet Device used by your Child User may be able to hear and see the other Child Users. Please be careful and avoid having personal or confidential conversations within close proximity to the Internet Device during a Session. We do not disclose the Personally identifiable information of any Child User to third parties for any marketing or promotional purposes.

We also may disclose d-identified and/or aggregated User information for any other purpose as permissible by applicable law—for example, the distribution of d-identified user records to outside researchers or the distribution of reports containing aggregate user demographic and traffic patterns—provided that no individual Adult User or Child User or any specific end-user device can be readily identified.

## 6. How to Access, Change, or Delete Account Information

Consumer and Other Accounts: An Adult User can review or change the information they provided when they registered for the Services, including by adding or removing Child Users to or from the Account, by updating information through the Parent Section of the Services or, for Teacher Accounts or Community Center Accounts, by using the Class Builder or Settings feature in the Teacher Dashboard. In addition, Adult Users may contact us at any time as described in Section 12 (Contact Us) below to request that we provide for their review, or delete from our records, any Personally Identifiable Information they have provided about Child Users associated with their Accounts, or to cease collecting Personally Identifiable Information from those Child Users, as applicable. Please keep in mind that a request to delete Personally Identifiable Information may lead to cancellation of your Account or the inability to use certain Services, such as WobAssist or wobsmob.com LIVE, and if a Teacher Account or Community Center Account is linked to a Family Account, a request to delete Personally Identifiable Information in one of the Accounts may be reflected in your other Account.

When we change or delete any Personally Identifiable Information at your request, we will make good faith efforts to make the changes in our then-active databases as soon as reasonably practicable, generally within 24–72 hours. Changing setting options may not result in immediate changes to the settings, which are subject to our operations and maintenance schedules. Please note that information may remain in backup or archive records, and we may retain certain data relevant to preventing fraud or future abuse or for legitimate business purposes, such as analysis of aggregated, non-personally-identifiable or d-identified data, Account recovery, or if required by law. All retained data will continue to be subject to the Privacy Policy in effect at that time.

School Accounts: If you are using the Services through a School Account that is integrated with a school student information system (SIS), any request to access or make changes to or delete Personally Identifiable Information including Student Data must be made by the Educational Institution within the SIS. Once the changes are made within the SIS, the changes will automatically appear within the School Account.

If you are using the Services through a School Account and the Educational Institution is not integrating its SIS with the Services, any request to access, make changes to, or delete Personally Identifiable Information including Student Data must be made by the Educational Institution's designated administrator for the School Account. The administrator will be provided access to the School Account User Profile pages in order to update, correct, or delete the information contained therein.

## 7. Account Cancellation and Reactivation; Data Deletion

At any time, Adult Users, with the exception of Library-related Accounts or School Accounts, may cancel their Accounts through the Parent Section or Teacher Dashboard section of the Services. Librarians and those with Personal Library Accounts or Library Home Checkout Accounts may contact us as described in Section 12 (Contact Us) below to cancel such Accounts.

For Family Accounts that have been canceled, and Personal Library Accounts and Library Home Checkout Accounts, if the Account remains inactive for 24 months, we will delete all Personally Identifiable Information in our active databases associated with the Account (Information), unless otherwise stated in this Privacy Policy. The 24 months is provided so that you have the ability, following cancellation of a Family Account or inactivity, to reactivate your Account and potentially recover previous information and resume where the Child User left off. However, we provide no guarantee, and shall have no liability or obligation to ensure that all Account Information and Services-related progress will be available or accessible or all learning or personalization features will be able to be recovered or resumed. If a User requests that Personally Identifiable Information be deleted prior to the end of the 24-month period of inactivity, we will take commercially reasonable steps to satisfy that request.

For Teacher Accounts and Community Center Accounts, if you cancel your Account, we will delete all Account Information 48 hours after the cancellation, unless a Child User's parent or legal guardian has linked to the Account, in which case we will delete that Child User's Account Information as described in the previous paragraph. Please note that canceling an entire Teacher Account or Community Center Account will result in the loss of activities and progress data for every Child User,

except for Child Users whose parents or legal guardians have linked to the Account. If a Teacher Account or Community Center Account is not canceled, we will delete all Account Information 24 months after the last activity on the Account.

For Schools Accounts, Adult Users should contact their respective Educational Institution for any questions regarding Account cancellation and data deletion. If an Educational Institution terminates its agreement with Wobworld Schools, Wobworld Schools will delete, or if requested by the Educational Institution, transfer to the Educational Institution all Student Data within 90 days following the termination of the agreement with the applicable Educational Institution.

Upon Account cancellation, ed-identified Adult and Child User information may nonetheless persist internally in our archive files or similar databases, and may still be used, on an ed-identified basis, for our internal support, administrative, and record-keeping purposes including, but not limited to, allowing us to improve the Services and other services we provide through research, evaluation, and analytics as permissible by applicable law.

Please note that following a request to delete information or your Account under Sections 6 or 7 of this Privacy Policy, information including Personally Identifiable Information may remain in backup or archive records, and we may retain certain data if required by law, relevant to preventing fraud or future abuse, or for legitimate business purposes, such as account recovery and customer support, and all subject to our internal records retention periods. All retained data will continue to be subject to the Privacy Policy in effect at that time and applicable law.

## **8. Links to Other Services**

In certain sections of the Services, we may include links to external websites or applications (for example, Facebook and Twitter). However, in order to protect children from accessing these external websites, an Adult User will be required to enter a valid password. These websites and applications are governed by their own privacy policies or information collection practices, which may be substantially different from ours. We encourage you to review the privacy policies and information collection practices of any external websites and apps, as those parties' practices would not be subject to this policy.

## **9. Location of Information Processing**

The Services are controlled and operated by us from the United States. Your information may be stored and processed in any country where we have facilities or in which we engage service providers, including the United States, which may have data protection laws that are different from those of your country. In addition, your information may be subject to access requests from governments, courts, or law enforcement officials in countries where it may be processed, under the laws of those countries.

## **10. Security**

The security of your personal information is important to us, and we employ physical, technical, and administrative security measures designed to safeguard the information collected by the Services. We use industry standard SSL (secure socket layer technology) encryption to transfer Personally Identifiable Information. Other security safeguards include, but are not limited to, data encryption, firewalls, and physical access controls to buildings and files.

Account holders create a password in the registration process. You can help protect against unauthorized access to your Account and Personally Identifiable Information by selecting and protecting your password appropriately and limiting access to your computer and browser by signing off after you have finished accessing your Account. At registration, we assign a Member ID to each Account and use those Member IDs to authenticate logins, allow access to the subscription content, and monitor compliance. The Member ID is also used to authenticate users when requesting technical support. Access to information is limited (through user/password credentials and two-factor authentication) to those employees who require it to perform their job functions.

## **School Accounts**

We are committed to maintaining the security and confidentiality of your and your children's information, including, but not limited to, any Student Data, which we receive through School Accounts. Some of the precautions we take include (a) limiting employee access to your and your children's Personally Identifiable Information to only those employees with a need to such access to fulfill their job responsibilities; (b) conducting background checks on our employees and, specifically, upon all employees that may have access to Student Data; (c) requiring employees to sign confidentiality agreements upon hiring; (d) conducting regular employee privacy and data security training and education; and (e) protecting Personally Identifiable Information with commercially reasonable technical, contractual, administrative, and physical security safeguards.

Please be aware, however, that no information system can be guaranteed to be 100 percent secure, so we cannot guarantee the absolute security of your information. Moreover, we are not responsible for the security of information you transmit to the Services over networks that we do not control, including the internet and wireless networks. If you have reason to believe that your interaction with us is not secure, please contact us as described in Section 12 (Contact Us) below.

## **11. Changes to Our Privacy Policy**

We constantly try to provide the best services, and accordingly our Privacy Policy will change from time to time. If we update this Privacy Policy, we will notify you by posting the revised Privacy Policy on the Services, and for certain revisions that materially expand the ways in which we use or share the information previously collected from you through the Services, either display an alert next to the Privacy Policy, display an alert upon login to the Services, or directly communicate with you (e.g., via the email address associated with your Account).

If you have a School Account, any modifications to this Privacy Policy will only apply to you and your Child User in accordance with the Wobworld Schools agreement with your Educational Institution.

## **12. Contact Us**

Questions regarding this Privacy Policy and issues related to your or a Child User's information for which you are responsible should be directed to us via any of the following methods:

For Consumer and Other Accounts

Mailing address:  
G&S Corporation  
Attention: Legal Department  
6621 Natalia Ct.  
Las Vegas, NV 89130  
Tel: 310-923-2911  
Email address: [rosalind@wobworldnp.org](mailto:rosalind@wobworldnp.org)

For Schools Accounts

Mailing address:  
Wobworld Nonprofit Corporation  
6621 Natalia Ct.  
Las Vegas, NV 89130  
Tel: 310-923-2911  
Email address: [rosalind@wobworldnp.org](mailto:rosalind@wobworldnp.org)