


# Terms and Conditions

**Please read these terms and conditions carefully. By using this site, you are accepting these. If you do not agree to these terms of use, please refrain from accessing or using this website.**



**Notice to parents and guardians:** by granting your child permission to use this site you agree to these terms and conditions, including the University Laboratory School Software Addendum as attached. You are responsible for monitoring and supervising your child's access to the site and use of services. If your child is accessing the site and using services and does not have your permission, please contact us immediately to disable his or her access. If you have question about whether the service is appropriate for your child please contact us at [support@arduino.cc](mailto:support@arduino.cc)

The use of the Arduino platform and services available on or form or through this website is subject to these terms and conditions ("Agreement") that are a legal and binding document for the user ("User").

## 1. Arduino Services

**1.1** Arduino.cc ("Site") is a platform developed and managed by Arduino S.r.l. ("Arduino") which allows Users to take part in the discussions on: the Arduino forum, the Arduino blog, the Arduino User Group, the Arduino Discord channel, and Arduino Project Hub, and to access to: the Arduino Day website, to Arduino Cloud (including the web editor, IoT Cloud, Device Manager for Linux), Arduino Classroom, Arduino EDU kit sites, Arduino Fundamentals, to release works within the Contributor License Agreement program and to make donations for the purpose of

further developing the open source Arduino ("Platform"). The use of the Platform and Services is governed by this Agreement including the other documents and policies available on the Platform (which are the Privacy Policy and the General Sales Conditions of Arduino).

**1.2** By accepting this Agreement, the User can use the services accessible through the Platform, specified under section 1.1 ("Services").

**1.3** The use of the Site does not require the mandatory activation of an account, however, the use of the Services requires the activation of a personal and unique User account ("Account").

**1.4** In order to use some of the Platform functionalities, it is necessary to create an Account and to purchase a service available for a charge ("Premium Services"). Premium Services are products that the User can Purchase on the on-line shop of Arduino.

## 2. User's Account

**2.1** If User creates an Account, a unique username and password will be associated ("Account Credentials").

**2.2** The User is required to adopt whatever measures are necessary to ensure that the Account Credentials are subject to the utmost confidentiality and the User accepts liability for any loss or damage to Arduino and/or to third parties as a result of failure to comply with the aforementioned confidentiality obligation. The User undertakes not to disclose the Account Credentials and the information accessible through the same and undertakes not to allow access to the Platform, the Services and the Premium Services to others through the use of his or her Account Credentials or in any manner through his or her Account. If User becomes aware of unauthorized access to his/her Account, he/she must change password and notify us immediately at [privacy@arduino.cc](mailto:privacy@arduino.cc)

**2.3** The User is required to provide Arduino with real, accurate information when creating the Account (and whenever they update their data) and, in order to guarantee Account security, undertakes:

1. not to provide false information;
2. not to create false or duplicate Accounts;
3. to update their personal information whenever requested in order to comply with the provisions of this Agreement;
4. not to share or transfer the Account Credentials;
5. not to adopt as the Username or ID for his or her Account any names which breach the law or third-party rights (in such eventuality Arduino shall be entitled to suspend the registration or the Account until such time as the critical aspect arising with regard to the aforementioned name is resolved).

**2.4** If User does not verify the Account, by clicking the confirmation link sent by email during the registration process, the relevant Account will be deleted after one month of registration request.

### 3. User's duties

**3.1** The User acknowledges that the use of the Services and Premium Services in accordance with the Agreement is essential for the correct operating of the Platform and for the use of the Services by the other Users. Hence, when creating, modifying and publishing contents, including but not limited to softwares or libraries (hereinafter "Contents"), the User must comply with the provisions of this Agreement, with the procedures and schemes of the open-source license adopted by Arduino community and with the applicable legal provisions, abiding by principles of good faith, truthfulness and fairness in dealings with the other Users.

**3.2** The User will use the Platform in accordance with this Agreement and for purposes of using the Services and the Premium Services. Specifically, the User undertakes not to:

1. transfer or resell the Services, the Premium Services or his or her right to use the Platform to others;
2. tamper with or operate on the Platform hardware without Arduino's intervention and authorisation;
3. use the Site, the Services or the Premium Services if the Account have been temporarily or permanently suspended;
4. use the Platform to create or incorporate other datasets correlated to Arduino to be used for a service which is similar or identical to the Service or Premium Services;
5. provide Arduino with data which is false, inexact, misleading or which gives rise to adverse consequences for third parties;
6. transfer the Account or communicate the Account Credentials to third parties without Arduino's prior written consent;
7. spread viruses, malwares or any other technology designed to harm the Platform, the Site, the other Users' devices, to breach Arduino's rights or the rights of other Users, to compromise the proper implementation of the schemes of the open source license used by Arduino community, or in any way to hinder or disturb the use of the Services or the Premium Services by other Users;
8. copy, modify or disseminate the content of the Platform, Services, Premium Services or proprietary information belonging to Arduino and/or others (without prejudice to what provided for by the terms of the open source licenses applicable to the softwares, if they are accessible through the Platform);
9. use any mechanism, software or procedure which may interfere with the proper operations of the Platform;
10. circumvent instruments prepared by Arduino to ensure the security of the Platform and prevent intrusions or access by unsolicited automated users (by way of example, robots, spam, spiders);

11. upload to the Platform or in any way communicate or send through the Platform to other Users content (text or graphic content or any other type) which is offensive, vulgar, violent, false, harmful to Arduino's image or contrary to law, or in breach of third parties' rights or of the open source licenses used by Arduino community;
12. copy, download, duplicate, distribute, disseminate or in any way use – including partially – images, distinctive marks, text and content belonging to Arduino or in any way found on the Platform;
13. export any information outside the Platform, aside from those cases expressly governed by this Agreement and without prejudice to the rights granted by the open source licenses used by the Arduino community.

**3.3** If Arduino believes, in its sole discretion, that the User has put in place behavior(s) that may generate technical problems or legal responsibilities or that are in breach of the provisions of the Agreement, Arduino may, without prejudice to other remedies, limit, suspend or interrupt the availability of Services, Premium Services and/or the Account, and take technical and legal measures - including removing illegal content - in order to prevent the User using the Services and Premium Services or contrary to law or licensing agreements that the User is required to comply with.

**3.4** In order to maintain the Platform functionality at optimal and safe levels, User can report technical issues using the following Contact Form <https://www.arduino.cc/en/contact-us/>.

**3.5** The User undertakes to indemnify and hold harmless Arduino as well as its directors, employees, managers, agents and any Arduino subsidiary and /or parent company, from any prejudice resulting from the breach, by the User, of the terms and conditions of this Agreement.

## 4. Use of the Services and Premium Services

**4.1** Arduino will Platform remains active and to render it accessible through the Site, by providing technical assistance in order to resolve problems relating to the use of the Account due to Platform problems attributable to Arduino, through the Contact Form <https://www.arduino.cc/en/contact-us/>. Given the characteristics of the Services and the Premium Services, the User acknowledges that Arduino will not be accountable for problems in accessing the Platform due to causes which are not directly connected to Arduino's activities or for which it is responsible and, specifically:

1. problems relating to connectivity and continuity of Internet traffic available to the User;
2. problems relating to the User's IT systems;
3. problems relating to the terminals used by the User, including malfunctioning of devices used by the User and including cases in which these devices (such as smartphones, tablets, computers) are not compatible or fast enough to allow use of the Services;
4. interruption of access to the User's Internet network;
5. non-compatibility between the User's mobile device or browser and the Platform;
6. any other event which may compromise the User's access to the Services, the Premium Services or the Platform (and in any case use of same) which is not caused by Arduino

**4.2** Access to and use of the Services is at User own risk. User understands and agrees that the Service is provided on an "AS IS" and "AS AVAILABLE" basis. Without limiting the foregoing, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAWS, ARDUINO DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. Arduino makes no warranty and disclaims all responsibility and liability for: (i) the completeness, accuracy, availability, timeliness, security or reliability of the Services or any Content; (ii) any

opinions expressed on the Platform and/or via the Service; (iii) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services or Platform or any Content; (iv) the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Service; (iv) whether the Service will meet requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from Arduino or through the Service, will create any warranty not expressly made herein. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ARDUINO SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) USER ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICE; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICE, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE SERVICE; OR (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF USER TRANSMISSIONS OR CONTENT. THE LIMITATIONS OF THIS SECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT ARDUINO HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. To the extent any disclaimer or limitation of liability above does not apply, all applicable express, implied, and statutory warranties will be limited in duration to a period of thirty (30) days after the date on which User first used the Service, and no warranties shall apply after such period.

**4.3** When a Premium Service requires or includes downloadable software, the latter may be automatically updated on the User's device should a new version or function be available, or it may require manual update by User. The User shall ensure that the software is always updated. It being understood that in the event of Arduino software and/or app downloaded from the Site or through link to app stores managed by third parties, the use of said software and/or app may be subject to specific licensing agreement and/or terms of use.

**4.4** The Platform and Services may displays and/or refers, from time to time, to links to other websites that are not owned, managed or controlled by Arduino. Arduino: (i) has no control over and does not endorse or take responsibility for the content, privacy policies, or practices of any such websites, (ii) is not responsible for the availability of such websites and does not endorse any advertising, products or other materials on or available on said websites; and (iii) will not be liable in any way for any loss or damage which User may suffer by using and visiting such websites. If User decides to access linked websites, it does so at its own risk and Arduino encourages User to read the terms and conditions and privacy policy of each other website that User visits.

## 5. Publishing Content and Moderation

**5.1** The User grants to Arduino the non-exclusive, unlimited, transferable, sub-licensable and irrevocable right to use the Content published and/or updated on the Platform as well as to reproduce, modify, adapt, translate, distribute, publish and create derived works, make publicly visible the Content throughout the world using any means and for any purpose and to use the username or the nickname specified in relation to the Content. Should the Content be a software created by the User pursuant to the Contributor License Agreement, such Content shall be subject to the terms of the Contributor License Agreement.



**5.2** The User is liable for the Content published on Platform and/or provided to Arduino and undertakes not to publish, upload or otherwise make available to the public through the Platform Content that:

1. is false, illegal, misleading, defamatory, slanderous, intimidating, offensive or in any other way contrary to law and public morality;
2. offends Users, Arduino or the online community;
3. may constitute, encourage, promote or incite unlawful conduct;
4. are in breach, at Arduino sole discretion, of patents, trademarks, trade secrets, copyright (meaning also licenses or license schemes, open source, GPL, Creative Commons or other standards used by Arduino community) or any other intellectual or industrial property rights;
5. constitutes promotions or trade communications;
6. at the sole discretion of Arduino, is in any other manner questionable or unconnected to the subject matter of the interactive areas in which the Content is published

**5.3** The User represents and acknowledges to release any publication, use, modification, deletion and usage of the Content by Arduino and/or its successors and assignees and waives all complaints or claims in respect of the Content (without prejudice to the terms of the Contributor License Agreement).

## 6. Copyright Policy

**6.1** Arduino respects third parties' intellectual property rights and expects Users to do the same. Arduino will respond to notices of alleged copyright infringement that comply with applicable law and are properly. If you believe that copyright on work has been infringed by a User, please provide us (at [trademark@arduino.cc](mailto:trademark@arduino.cc)) with the following information:

(i) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf; (ii) identification of the copyrighted

work claimed to have been infringed; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (iv) your contact information, including your address, telephone number, and an email address; (v) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; (vi) a statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

## 7. Industrial and Intellectual Property

### 7.1 The User acknowledges that:

1. the industrial property rights to the trademarks viewable on the Platform – specifically the trademarks Arduino – as well as the domain names inclusive of the sign "Arduino" are exclusive property of Arduino;
2. Arduino has exclusive title to the intellectual and industrial property rights in respect of the Platform, the software and the databases connected to the Platform, the Site, the text, artwork, layout and the look and feel of the Platform and the Site (with the exception for the content released or anyway made available pursuant to public license agreements, open source, GPL, LGPL, creative commons or other non-proprietary license framework customarily used by Arduino community);
3. Arduino has exclusive title to the Arduino project, the related know-how and all technical and trade information relating to it;

and the User undertakes not to infringe or negatively affect these rights.

**7.2** The User represents to be the owner of each and any exploitation rights required to lawfully publish Content on the Platform and

undertakes not to publish Content on the Platform of any type the use of which on the Platform might constitute an infringement of third parties' intellectual or industrial property rights (meaning also the breach of the terms of the public license agreements, open source, GPL, LGPL, creative commons or other non-proprietary license schemes normally used by Arduino community). For information on how to acquire authorisation to use the Content of the Platform, User can send an email to using the Contact Form <https://www.arduino.cc/en/contact-us/>.

**7.3** In cases where it is possible for the User to download Arduino softwares from the Site or from the app stores managed by third parties, this software shall be licensed to the User in accordance with the licensing agreement from time to time published on the Site or on the App.

**7.4** All the contents of the Site, including but not limited to texts, artwork, images, audio material, video, as well as domain names, taglines, organization and user look and feel interface are protected by laws governing intellectual and industrial property rights and are reserved to Arduino or third parties that have licensed those to Arduino. Should the Site allow the downloading of specific contents, to the download of a copy shall be only on one computer device, for personal domestic and not commercial use as well as the User shall:

1. not remove or alter ownership or copyright notices in the downloaded content
2. not sell or modify the content, neither reproduce, view, publicly use, distribute or utilise same in any other manner for public or commercial purposes without Arduino prior written authorisation
3. not use the downloaded content in such a manner as to suggest any association with Arduino products, services or trademarks.

It is further prohibited to copy (being known as "mirror") any Site contents to any other server. The use of the Site contents on other websites or on networked computers for any purpose is prohibited without Arduino written authorization. The above without prejudice to the use of the software obtained pursuant to public license agreements, open source, GPL, LGPL, creative commons or other non-proprietary license framework customarily used by Arduino community.

**7.5** The trademarks, logos and service marks ("Marks") viewed on the Site are Arduino property or can be third-party property. All rights are reserved, and any use is subject to written authorization of the relevant right holder. For information and request of Arduino Marks use:

- <https://www.arduino.cc/en/trademark>
- email: [trademark@arduino.cc](mailto:trademark@arduino.cc).

## **8. Term –Termination of the Agreement and Cancellation of the Account**

**8.1** This Agreement is open-ended and shall cease to be effective in those cases of termination contemplated below, in the event of closure of the Account and cessation of Arduino's activity on the Platform.

**8.2** The User is entitled to cancel its Account once logged-in by following the relevant cancellation procedure that will be confirmed by email. Arduino shall cancel the Account within 7 working days from the completion of such procedure.

**8.3** Should the User be inactive for 24 months, Arduino shall be entitled to close the Account.

**8.4** Arduino shall be further entitled to cancel the Account in the event of relevant User breaches obligations set forth in this Agreement, without prejudice to any other remedy provided by law or this Agreement.

**8.5** In the event of cancellation or closure whatsoever of the Account, all data related to the Account will be deleted and comments and posts in Forum, if any, will be anonymized by deleting all personal data that could identify the relevant User.

## 9. Changes to the Agreement

**9.1** Arduino reserves the right to modify the Agreement by publishing the new version on the Platform. Unless otherwise specified, all the new terms of use of the Agreement shall be automatically effective 10 (ten) days after the date of publication on the Platform.

## 10. Assignment of the Agreement

**10.1** Arduino may assign this Agreement, in whole or part, to any affiliate or parent company .

## 11. Privacy and protection of personal data

**11.1** The User's personal data shall be processed in accordance with the privacy policy statement available at <https://www.arduino.cc/en/Main/PrivacyPolicy>.

## 12. Miscellaneous

**12.1** This Agreement shall be governed and construed in accordance with laws of Italy, without regard to principles of conflicts of law.

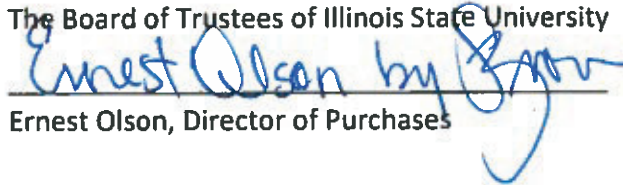
**12.2** Headings are for convenience only and shall not be used to construe the Agreement. If any term of this Agreement is found invalid or unenforceable by any Court of competent jurisdiction, that term will be severed from this Agreement.

**12.3** No failure or delay by Arduino in exercising any right hereunder will waive any further exercise of such right. Arduino's rights and remedies hereunder are cumulative and not exclusive.

Last revision July 28th, 2021

The Board of Trustees of Illinois State University

Arduino S.r.l.

  
Ernest Olson, Director of Purchases

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# Privacy Policy

Arduino cares about the privacy and personal data of its users. The following privacy policy is meant to inform you on how we process your personal data when you use our services.

## PRIVACY POLICY INFORMATION PURSUANT TO ART. 13 OF THE EU REGULATION N. 679/2016 ("GDPR")

This Policy explains which of your personal data are collected by Arduino S.r.l. (hereinafter referred to as "we", "us" or "Arduino"), for which purposes and how they are processed. You may also find below the necessary information to enforce your rights provided for by GDPR.

In general, we collect your personal data when you create an Arduino Account, when you use our services and products, when you email or call us or send us a message, when you use our websites, apps Arduino Science Journal and Arduino IoT Cloud Remote ("Apps") and social media. We inform you that the personal data collected during such processes will be used in order to reply to your queries, to allow you to use the services and products offered by Arduino, to carry out marketing activities, to provide customer support and to carry out analyses in order to ensure that you have a customized user experience on the website and the Apps, as specified below.

## Who processes your data

Arduino S.r.l., with registered office in via Andrea Appiani 25, 20900 Monza (MB) – Italy, is the Data Controller of the processing of your personal data, necessary to provide you with the services and products of Arduino and, upon your consent, for marketing purposes, consistently with the purposes and modalities indicated below. Arduino's Data

Protection Officer (“DPO”) may be contacted via email at [dpo@arduino.cc](mailto:dpo@arduino.cc) or at the above-mentioned address.

## Which data we use

For the purpose of creating your Arduino Account, also on the Apps, and providing you with the Arduino services you have requested, as well as giving you customer assistance, we process your personal data such as name (or username), email address, telephone number.

If you wish to purchase any of our products or services, including the Arduino Certification program, or make a donation, we also use your Tax Code, date of birth, your residence address and your credit card and invoicing data. To allow you to participate in the discussions in our Arduino Forum and in Arduino User Group and to enable you to log in to Arduino Playground, Arduino Day, Arduino Create and Arduino Store, we use your username, your IP address and your Account and, if you decide to make such data visible to other Arduino users, we use the information relating to your position and to your person that you wish to share with Arduino community and, upon your request, with the public. To allow you to be published on Arduino website as a “Certified User”, we may use your name, last name and details of your Account.

In order to enable the educational program of Arduino Education products, we use your name, last name, email address, residence or work address, as well as your credit card and invoicing data. Students under the age of 14, who will be involved in the use of the educational trainings of Arduino Education products, shall not be identified, since the student will be provided with an anonymous username and browsing data shall not be visible to Arduino anyways.



In order to allow you to participate in the Contributor License Agreement program, we use, in addition to your Account details, the name, last name and other personal information that are in the header of the source code or in the other documents of the license. In order to allow you to participate in our surveys, advertised on Arduino social media channels, surveys which are aimed at improving our services and products and which you will decide to participate in, we may use your name, last name, contact details (e-mail, Skype contact), possibly your image, your professional qualification. In order to send you commercial information about our products and services and to submit offers tailored to your tastes, we may use your email address and your name, spoken language and country of origin, as well as browsing data and website behavioural information to understand better which products and services you prefer, provided that you have previously authorized such a processing.

## Where we collect your data

Directly from you. For instance, if you create an account, if you post a comment on our websites, if you send us a query via email or through other communications means, if you browse on our websites, if you decide to participate in any of our surveys. If you do not communicate your data, we may not activate an account. An Arduino account is required, if you wish to purchase our products or services.

Through the use of the website. We use cookies and other analysis tools in order to improve the functionalities of the website and to make their use more efficient. To learn more, please see our Cookie Policy.

If you are a parent or a person exercising parental authority for a child under the age of 16 who wishes to create an account, we will collect your

personal information necessary to activate the child's account. For more information, please visit the 'Minors' section of our privacy policy.

From third parties. For instance, if you choose to use functionalities of other platforms (such as Google, GitHub, Apple, etc.) to create an Arduino account, the third party website will transmit to us, upon your consent, some of your personal data, such as your name, country of origin, language spoken and your email address.

Lastly, if you released a software of which you are the author (or co-author or contributor) and it is re-released, shared or commented through our website, we may process your personal data, which you already filled in the source code or in the documents of the license.

## Why and for how long we process your data

**In order to provide you with Arduino services and products**, through our website, to give you information and assistance for the activation of your account and on Arduino services. The processing of your data is necessary in order to give you access to the Arduino website and its functionalities, to respond to your requests and to assist you when you use our products and services.

In particular, the creation of an Arduino account allows you to use different functionalities of the website of Arduino and of the Apps, among which the on-line shop, Arduino Cloud, Arduino Project Hub, Arduino Forum, Arduino Blog, Arduino Day, Arduino Education products, Arduino Certification, the Contributor License Agreement program and the other development and educational instruments available on the website and on the Apps.

The legal basis of this processing is the performance of the services you have requested, in accordance with the terms and conditions of the

service of Arduino that you have accepted, as well as the fulfilment of pre-contractual measures that you may have requested before activating such services. The retention period of your data is equal to the period of activity of your account for the use of Arduino services according to the terms and conditions of use that you have accepted, within the limits described. In particular, during the activation of an Arduino account, if no confirmation is provided through the link sent to you within 1 month, the Arduino account will be deleted. Without your data, we cannot provide you with Arduino services described above.

When creating accounts for users under the age of 16, please review the 'Minors' section of our privacy policy.

**In order to allow you to request information and to interact with other users.** Through the forum and the "community" functionalities of Arduino, which you may access upon specific request, you may participate in discussions, request information and leave comments or other information relating to your experiences, among which the details of what you created, which may be viewed by other users. The legal basis of this processing is the user's consent, to be provided when the terms and conditions of use of Arduino services are accepted. The retention period of your data is equal to the period of activity of your account for the use of Arduino services according to the terms and conditions of use that you accepted and within the limits described. In particular, in the case of deletion of your Arduino account due to inactivity for 24 months, as regards the comments and posts in the forum, we will provide for anonymization of the same. Without your consent we cannot enable your interactions with other users and, in particular, your comments and your shared content.

**In order to enable you to obtain an Arduino Certification.** We will process your information when you submit a purchase order for the

Arduino Certification Program, and to enable you to obtain the Arduino Certification. The legal basis for this processing is the performance of the agreement you became a party of from the moment when you accept the terms and conditions of the Arduino Certification Program. The period of retention of your data, for this purpose, is equal to the period necessary to process your order, carry out the certification process, issue your Certification and, if you have given consent, we will retain your data until the expiration of your Certification (however, if you also have an account, the period of retention of your data will be equal to the period of activity of your account being provided your use of Arduino services, according to the terms and conditions of use that you have accepted, within the limits described therein). Without your data we will not be able to process your order and provide you with the requested service.

**In order to provide you with the products and services you purchased and to send you communications in connection with your purchase order or with your payments.** We will process your data to process your purchase orders. We may send you emails regarding your account or your purchase of Arduino products and services or the payments made through our website. The legal basis of this processing is the performance of the agreement you became a party of from the moment when you accept the terms and conditions of Arduino service and the fulfilment of pre-contractual measures that you may have requested. For this purpose, the retention period of your data is equal to the period required to process the purchase order (however, if you also have an account, the retention period of your data is equal to the period of activity of your account for the use of Arduino services, according to the terms and conditions of use that you have accepted, within the limits described). Without your data we cannot process your purchase order and provide you with the products and services requested.

**In order to manage your administrative position properly.** We process your data for accounting, administrative and tax purposes, directly related to the business of Arduino as required by the applicable legislation. The legal basis of this processing is the compliance with statutory obligations and the retention period is equal to that required by law (in particular, by tax, anti-money laundering, banking and public security law). For internal administrative purposes, we may also share your data within the companies of Arduino group, also located abroad, in compliance with the principles set by the GDPR for the transfer of personal data to companies located in a third country (in particular, we could communicate your data to companies of the Arduino group operating in the European Union, in Switzerland and in the United States, and which have entered into with Arduino standard data protection clauses approved by the European Commission). The legal basis of this processing is the legitimate interest of Arduino in pursuing its corporate organizational purposes recognised by law. The retention period, where it is not required by law for a longer period (see the previous paragraph), is equal to the duration of your contractual relationship with Arduino (therefore to the activity of your account, to the processing of the purchase order or to the provision of assistance and statutory warranty).

**In order to enable the use of Arduino Education products.** When you purchase an Arduino Education product, we process your data in order to process your purchase order, as well as to enable the use of these services on your terminal and on the terminal of the users you wish to involve in the educational program. Users involved in the educational program shall activate an Arduino Account in their name, with the exception of minors under the age of 14, who will activate accounts not connected to their identities. The legal basis of this processing is the need to fulfil the agreement you entered into with us when you ordered an Arduino Education product. The retention period in connection with this purpose is equal to the period during which you or your team use

the educational package. Without your data, we cannot process your purchase order and provide you with the educational services of Arduino Education.

**In order to allow you to release the software to which you are a contributor.** Arduino allows you to make available to the developers' community the result of your development work within the Contributor License Agreement program. For this purpose, we use the data of your account, your name, the email and the personal data you filled in in the header of the source code and in the documents of the license. The legal basis of this processing is the need to fulfil the contractual obligations in accordance with the terms and conditions that you have accepted.

The retention period in connection with this purpose is equal to the period during which your software is available on Arduino sharing platform. Without your data we cannot release your work within the Contributor License Agreement program. If your work is part of other works released by third parties and the terms of license provide for the publication of your data as author/co-author, the legal basis of the processing is the legitimate interest of Arduino in pursuing its corporate organizational purposes of promotion of the open source community, which considers, and is compatible with, your rights and interests as developer of open source programs and as community member. In this case, the retention period is equal to the period during which the software, in which your work is embedded into, is available on the Arduino sharing platform. If you want to erase your data from the published licenses, you shall exercise your moral rights as author of the software, compatible with the terms of the license you and the next contributors used (as for the erasure of your data from Arduino platform, see the following section "your rights").

**In order to make donations.** If you wish to participate in the “Donate” program, and contribute to the development of the Arduino community, we shall use your personal and payment data (see above the section “which data we use”) to allow you to donate the amount you wish. The legal basis of this processing is your consent, which you shall give when the payment is made. The retention period for this purpose is equal to the period of time necessary to process your payment request. Without your data we cannot perform the activities necessary to allow you to make the donation. In addition, we may store your data in order to fulfil the obligations required by the applicable law (in particular, tax, anti-money laundering, banking and public security law). The legal basis of this processing is the need to comply with the statutory obligations. Under this second scenario, the retention period of such data is equal to the retention period required by the applicable law (in particular, tax, anti-money laundering, banking and public security law).

**In order to send essential information concerning your account, your use of Arduino products and services.** We use your email to send you important information regarding the status of your account (for instance, if some of the services you are registered to are about to expire or if your account is about to be closed according to the terms and conditions of the service you accepted, within the limits described), the security of Arduino products and services or changes to this Privacy Policy. The legal basis of this processing is the legitimate interest of Arduino to inform you about your user account and the services you have used, and to protect its information systems against security threats. The retention period of data in connection with this processing is equal to the period necessary to carry out the above-mentioned communications

**In order to allow you to participate in our surveys.** We will process your personal data to allow you to participate in a survey aimed at

improving our products and services, through the completion of an online form and through an interview by phone/via Skype or other communication means which you will specify. The legal basis of this processing is allowing you to participate in the surveys, in accordance with Arduino terms and conditions that you accepted. The data retention period is equal to the duration period of the survey, after which the data will be retained exclusively for the purpose of complying with the relevant statutory obligations and/or for defensive purposes.

Furthermore, we may process your contact data to invite you, also in the future, to participate in other surveys and/or focus on certain topics. The legal basis of such latter processing is your consent, which you shall give when filling out the online form. The data retention period is 24 months from the collection of the same.

**In order to let you interact with customer care operators.** We may use your email address or telephone number, as well as your name and/or postal address, to assist you in case you need help using Arduino products and services. Also to provide you with customer assistance, we may communicate your data to Arduino affiliated companies operating in the European Union, in Switzerland or in the United States and which have entered into, with Arduino standard data protection clauses approved by the European Commission. The legal basis of this processing is the performance of the agreement which you have entered into with Arduino when you have accepted the terms and conditions of use of Arduino services and the compliance with legal obligations relating to statutory due warranties and consumer assistance. We might also collect information regarding customer assistance or issues that occurred to our service. In order to improve the quality of customer care services, subject to the applicable law, Arduino may also record and listen to conversations with customer care operators. The legal basis of this processing is the legitimate interest of Arduino to improve the quality of the services provided to its customers. In addition, Arduino



might analyse any feedback provided voluntarily through surveys submitted to the client. The legal basis of this processing is the consent of the data subject. In all the cases mentioned above, the data retention period is equal to the activity period of your account, according to the terms and conditions of use that you accepted, within the limits described.

**In order to monitor and improve our products, services and websites.** With your consent, we analyse your data relating to your use, preferences and consumption to improve our approach towards you and our customers in general, through automated processings, including profiling (through cookies). We do so in order for us to make better decisions relating to services, advertising, products and content based on a larger awareness of how our customers use our services and to ensure you have a customized user experience. For such a purpose we may also collect the advertising identifier of your mobile device (IDFA - Identifier for Advertising - for iOS devices and ADID - Google Advertising ID - for Android devices) and your Arduino username to enable us to provide you always with targeted and accurate ads based on your preferences and your interests. The legal basis for this processing is your explicit consent. The retention period of your data is 12 months from the collection of your data.

**In order to prevent or assess unlawful conducts or to protect and enforce our rights.** For instance, we may use your data to prevent or prosecute infringements, including of our – and third parties’ – intellectual/industrial property rights, or to prevent or prosecute cyber crimes or crimes committed through the internet. The legal basis of this processing is the legitimate interest of Arduino to protect its rights and to prevent criminal offences. The retention period of your data is equal to the time reasonably necessary to enforce our rights from the moment we become aware of the offence or of its potential commission.

For Arduino's and its own partners' marketing purposes. After having obtained your consent, you may be contacted by Arduino via email with information or promotional content regarding Arduino's services. Also subject to your given consent, we may disclose your data to Arduino's partners for the purpose of sending you promotional, advertising material and other communications with marketing purposes relating to their products (in the latter case you will find a consent request with an explicit mention of the partner whom we may send your data to, also with a link to its privacy policy). The legal basis for this processing is your explicit consent. The retention period of your data is 12 months from the collection of your data. Students under the age of 14 who will be involved in using Arduino Education products will not be identified, as they will be provided with an anonymous username and their browsing data will not be visible to Arduino.

**In order to publish your data on the Arduino website as a "Certified Arduino User"**. After you obtained your Arduino Certification, we may publish your data (name, last name, certification details) on our website in a specific section for certified users. The legal basis for this processing is your explicit consent. The retention period of your data is equal to the term of validity of your certification, i.e. until the certification expires.

**In order to obtain information on the use of the website.** When you browse our website, even when you do so without being registered or having logged in, the software procedures and the computer system controlling the functioning of the web applications acquire, during their normal operation, some data whose transmission is implicit in the use of Internet communication protocols. This information is not collected to be associated with identified data subjects, but due to their very nature they could, through processing and associations with data held by the Data Controller or by third parties, allow users to be identified. In case of unregistered users, geographical location data and data related to how

the website is used in an anonymous form that does not in any way allow, even in combination with the Unique Device Identifier (UDID), the MAC address, the IMEI or IMSI codes or other customer codes, to trace directly or indirectly back to your identity, unless you allow us to use your data at the moment of registration with explicit consent. Under such latter scenario, we shall connect your browsing data collected in an anonymous form in the previous 30 days to your identity. This category of data includes IP addresses or domain names of the devices used by users connecting to the application, the URI (Uniform Resource Identifier) addresses of the requested resources, the time of the request, the method used to submit the request to the server, the size of the file obtained in response, the numerical code given by the server indicating the status of the response (successful, error, etc.), the sections of the website visited, the type of device used, the country which you connect from and other parameters relating to the operating system and the computer environment of the user. Arduino uses this information solely in order to allow navigation on its website and to process the operations normally relating to the use of the website. The legal basis of this processing is the legitimate interest of Arduino to communicate with the public through telematic networks. The retention period of the information that could potentially allow the identification is 30 days from access to the website. Data obtained from browsing may be used, with your consent (which you may manage and revoke by modifying the privacy settings at <https://id.arduino.cc>) also to determine your preferences and carry out web analytics activities in order to evaluate the profitability of each online activity and understand the behaviours of the user with the aim of improving the services available. It is however your right to object, at any time and without charge, the processing of your data for this purpose. The legal basis for this processing is your consent. The retention period of the data relating to the website browsing for

analysis purposes is 24 months from access to the website. To learn more, please review our [Cookie Policy](#)

**In order to obtain information on the use of the website.** We may collect data relating the type of device that you are using, or the Operating System version of your computer or device. We may as well analyse how often you use the app and where you downloaded it from. Your preferences on the methods through which we use data on mobile devices are described here

## Third party tools

### *Analytics*

The services contained in this section enable the Owner to monitor and analyze web traffic and can be used to keep track of User behavior.

#### Google Analytics (Google LLC)

Google Analytics is a web analysis service provided by Google LLC ("Google"). Google utilizes the Data collected to track and examine the use of [www.arduino.cc](http://www.arduino.cc), to prepare reports on its activities and share them with other Google services.

Google may use the Data collected to contextualize and personalize the ads of its own advertising network.

Personal Data processed: Cookies; Usage Data.

Place of processing: United States – [Privacy Policy](#) – [Opt Out](#).

Category of personal information collected according to CCPA: internet information.

### *Connecting Data*

This type of service allows the Owner to connect Data with third-party services disclosed within this privacy policy.

This results in Data flowing through these services, potentially causing the retention of this Data.

Zapier (Zapier, Inc.)

Zapier is a workflow automation service provided by Zapier, Inc. that automates the movement of Data between (third-party) services.

Personal Data processed: email address.

Place of processing: United States – Privacy Policy.

Category of personal information collected according to CCPA: identifiers.

### *Displaying content from external platforms*

This type of service allows you to view content hosted on external platforms directly from the pages of [www.arduino.cc](http://www.arduino.cc) and interact with them.

This type of service might still collect web traffic data for the pages where the service is installed, even when Users do not use it.

Google Fonts (Google LLC)

Google Fonts is a typeface visualization service provided by Google LLC that allows [www.arduino.cc](http://www.arduino.cc) to incorporate content of this kind on its pages.

Personal Data processed: Usage Data; various types of Data as specified in the privacy policy of the service.

Place of processing: United States – Privacy Policy.

Category of personal information collected according to CCPA: internet information.

YouTube video widget (Google LLC)

YouTube is a video content visualization service provided by Google LLC that allows [www.arduino.cc](http://www.arduino.cc) to incorporate content of this kind on its pages.

Personal Data processed: Cookies; Usage Data.

Place of processing: United States – Privacy Policy.

Category of personal information collected according to CCPA: internet information.

#### *Handling payments*

Unless otherwise specified, [www.arduino.cc](http://www.arduino.cc) processes any payments by credit card, bank transfer or other means via external payment service providers. In general and unless where otherwise stated, Users are requested to provide their payment details and personal information directly to such payment service providers. [www.arduino.cc](http://www.arduino.cc) isn't involved in the collection and processing of such information: instead, it will only receive a notification by the relevant payment service provider as to whether payment has been successfully completed.

Stripe (Stripe Inc)

Stripe is a payment service provided by Stripe Inc.

Personal Data processed: various types of Data as specified in the privacy policy of the service.

Place of processing: United States – Privacy Policy.

Category of personal information collected according to CCPA: internet information.

PayPal (PayPal Inc.)

PayPal is a payment service provided by PayPal Inc., which allows Users to make online payments.

Personal Data processed: various types of Data as specified in the privacy policy of the service.

Place of processing: See the PayPal privacy policy – Privacy Policy.

Category of personal information collected according to CCPA: internet information.

*Handling productivity related activity*

This type of service helps the Owner to manage tasks, collaboration and, in general, activities related to productivity. In using this type of service, Data of Users will be processed and may be retained, depending on the purpose of the activity in question.

These services may be integrated with a wide range of third-party services disclosed within this privacy policy to enable the Owner to import or export Data needed for the relative activity.

Google Workspace (Google LLC)

Google Workspace is an integrated suite of cloud-based productivity, collaboration and storage services provided by Google LLC. Gmail or other G Suite services are not scanned by Google for advertising purposes. In addition, Google does not collect or use data inside these services for advertising purposes in any other way.

Personal Data processed: email address.

Place of processing: United States – Privacy Policy.

Category of personal information collected according to CCPA: identifiers.

*Heat mapping and session recording*

Heat mapping services are used to display the areas of [www.arduino.cc](http://www.arduino.cc) that Users interact with most frequently. This shows where the points of interest are. These services make it possible to monitor and analyze web traffic and keep track of User behavior.

Some of these services may record sessions and make them available for later visual playback.

Hotjar Heat Maps & Recordings (Hotjar Ltd.)

Hotjar is a session recording and heat mapping service provided by Hotjar Ltd.

Hotjar honors generic „Do Not Track“ headers. This means the browser can tell its script not to collect any of the User's data. This is a setting that is available in all major browsers. Find Hotjar's opt-out information [here](#).

Personal Data processed: Cookies; Usage Data; various types of Data as specified in the privacy policy of the service.

Place of processing: Malta – Privacy Policy – Opt Out.

Category of personal information collected according to CCPA: internet information.

This processing constitutes a sale based on the definition under the CCPA. In addition to the information in this clause, the User can find



information regarding how to opt out of the sale in the section detailing the rights of Californian consumers.

#### *Hosting and backend infrastructure*

This type of service has the purpose of hosting Data and files that enable www.arduino.cc to run and be distributed as well as to provide a ready-made infrastructure to run specific features or parts of www.arduino.cc.

Some services among those listed below, if any, may work through geographically distributed servers, making it difficult to determine the actual location where the Personal Data are stored.

#### Contentful (Contentful GmbH)

Contentful is a hosting and backend service provided by Contentful GmbH.

Personal Data processed: various types of Data.

Place of processing: Germany – Privacy Policy.

Category of personal information collected according to CCPA: internet information.

#### Amazon Web Services (AWS) (Amazon Web Services, Inc.)

Amazon Web Services (AWS) is a hosting and backend service provided by Amazon Web Services, Inc.

Personal Data processed: various types of Data as specified in the privacy policy of the service.

Place of processing: United States – Privacy Policy.

Category of personal information collected according to CCPA: internet information.

Algolia (Algolia SAS)

Algolia is a hosting and backend service provided by Algolia SAS.

Personal Data processed: various types of Data as specified in the privacy policy of the service.

Place of processing: France – Privacy Policy.

Category of personal information collected according to CCPA: internet information.

*Interaction with online survey platforms*

This type of service allows Users to interact with third-party online survey platforms directly from the pages of [www.arduino.cc](http://www.arduino.cc).

If one of these services is installed, it may collect browsing and Usage Data in the pages where it is installed, even if the Users do not actively use the service.

Hotjar Poll & Survey widgets (Hotjar Ltd.)

The Hotjar Poll & Survey widgets are services that enable interaction with the Hotjar platform provided by Hotjar Ltd.

Hotjar honors generic „Do Not Track“ headers. This means the browser can tell its script not to collect any of the User's data. This is a setting that is available in all major browsers. Find Hotjar's opt-out information [here](#).

Personal Data processed: Cookies; Usage Data; various types of Data.

Place of processing: Malta – Privacy Policy – Opt Out.

Category of personal information collected according to CCPA: internet information.

This processing constitutes a sale based on the definition under the CCPA. In addition to the information in this clause, the User can find information regarding how to opt out of the sale in the section detailing the rights of Californian consumers.

*Interaction with support and feedback platforms*

This type of service allows Users to interact with third-party support and feedback platforms directly from the pages of [www.arduino.cc](http://www.arduino.cc). If one of these services is installed, it may collect browsing and Usage Data in the pages where it is installed, even if the Users do not actively use the service.

Zendesk Widget (Zendesk, Inc.)

The Zendesk Widget is a service for interacting with the Zendesk support and feedback platform provided by Zendesk Inc.

Personal Data processed: email address.

Place of processing: United States – Privacy Policy.

Category of personal information collected according to CCPA: identifiers.

*Managing contacts and sending messages*

This type of service makes it possible to manage a database of email contacts, phone contacts or any other contact information to communicate with the User.

These services may also collect data concerning the date and time when

the message was viewed by the User, as well as when the User interacted with it, such as by clicking on links included in the message.

Mailgun (Mailgun Technologies, Inc.)

Mailgun is an email address management and message sending service provided by Mailgun Technologies, Inc.

Personal Data processed: email address.

Place of processing: United States – Privacy Policy; Germany – Privacy Policy.

Category of personal information collected according to CCPA: identifiers.

*Managing support and contact requests*

This type of service allows [www.arduino.cc](http://www.arduino.cc) to manage support and contact requests received via email or by other means, such as the contact form.

The Personal Data processed depend on the information provided by the User in the messages and the means used for communication (e.g. email address).

Zendesk (Zendesk, Inc.)

Zendesk is a support and contact request management service provided by Zendesk Inc.

Personal Data processed: various types of Data as specified in the privacy policy of the service.

Place of processing: United States – Privacy Policy.

Category of personal information collected according to CCPA: internet information.

*Registration and authentication*

By registering or authenticating, Users allow www.arduino.cc to identify them and give them access to dedicated services.

Depending on what is described below, third parties may provide registration and authentication services. In this case, www.arduino.cc will be able to access some Data, stored by these third-party services, for registration or identification purposes.

Some of the services listed below may also collect Personal Data for targeting and profiling purposes; to find out more, please refer to the description of each service.

GitHub OAuth (GitHub Inc.)

GitHub OAuth is a registration and authentication service provided by GitHub Inc. and is connected to the GitHub network.

Personal Data processed: various types of Data as specified in the privacy policy of the service.

Place of processing: United States – Privacy Policy.

Category of personal information collected according to CCPA: internet information.

Google OAuth (Google LLC)

Google OAuth is a registration and authentication service provided by Google LLC and is connected to the Google network.

Personal Data processed: various types of Data as specified in the privacy policy of the service.

Place of processing: United States – Privacy Policy.

Category of personal information collected according to CCPA: internet information.

Sign in with Apple (Apple Inc.)

Sign in with Apple is a registration and authentication service provided by Apple Inc. In cases where Users are required to provide their email address, Sign in with Apple may generate a private relay address on behalf of Users that automatically forwards messages to their verified personal email account - therefore shielding their actual email address from the Owner.

Personal Data processed: email address.

Place of processing: United States – Privacy Policy.

Category of personal information collected according to CCPA: identifiers.

Auth0 (Auth0, Inc)

Auth0 is a registration and authentication service provided by Auth0, Inc. To simplify the registration and authentication process, Auth0 can make use of third-party identity providers and save the information on its platform.

Personal Data processed: Cookies; email address; first name; last name; password; picture; various types of Data as specified in the privacy policy of the service.

Place of processing: United States – Privacy Policy.

Category of personal information collected according to CCPA: identifiers; internet information; sensorial information.

#### *Tag Management*

This type of service helps the Owner to manage the tags or scripts needed on [www.arduino.cc](http://www.arduino.cc) in a centralized fashion.

This results in the Users' Data flowing through these services, potentially resulting in the retention of this Data.

Google Tag Manager (Google LLC)

Google Tag Manager is a tag management service provided by Google LLC.

Personal Data processed: Usage Data.

Place of processing: United States – Privacy Policy.

Category of personal information collected according to CCPA: internet information.

#### *Traffic optimization and distribution*

This type of service allows [www.arduino.cc](http://www.arduino.cc) to distribute their content using servers located across different countries and to optimize their performance.

Which Personal Data are processed depends on the characteristics and the way these services are implemented. Their function is to filter communications between [www.arduino.cc](http://www.arduino.cc) and the User's browser. Considering the widespread distribution of this system, it is difficult to determine the locations to which the contents that may contain Personal Information of the User are transferred.

Cloudflare (Cloudflare Inc.)

Cloudflare is a traffic optimization and distribution service provided by Cloudflare Inc.

The way Cloudflare is integrated means that it filters all the traffic through [www.arduino.cc](http://www.arduino.cc), i.e., communication between [www.arduino.cc](http://www.arduino.cc) and the User's browser, while also allowing analytical data from [www.arduino.cc](http://www.arduino.cc) to be collected.

Personal Data processed: Cookies; various types of Data as specified in the privacy policy of the service.

Place of processing: United States – Privacy Policy.

Category of personal information collected according to CCPA: internet information.

*User database management*

This type of service allows the Owner to build user profiles by starting from an email address, a personal name, or other information that the User provides to [www.arduino.cc](http://www.arduino.cc), as well as to track User activities through analytics features. This Personal Data may also be matched with publicly available information about the User (such as social networks' profiles) and used to build private profiles that the Owner can display and use for improving [www.arduino.cc](http://www.arduino.cc).

Some of these services may also enable the sending of timed messages to the User, such as emails based on specific actions performed on [www.arduino.cc](http://www.arduino.cc).

Intercom (Intercom Inc.)

Intercom is a User database management service provided by Intercom Inc.



Intercom can also be used as a medium for communications, either through email, or through messages within [www.arduino.cc](http://www.arduino.cc). Intercom Messenger may use Trackers to recognize and track Users behaviour.

Personal Data processed: Cookies; Data communicated while using the service; email address; Universally unique identifier (UUID); Usage Data; various types of Data as specified in the privacy policy of the service.

Place of processing: United States – Privacy Policy.

Category of personal information collected according to CCPA: identifiers; internet information.

We use some of these tools to handle technical problems, whose resolution requires the use and sharing of the data relating to the use of the app with our service providers. This function will only use your data if you have spontaneously activated and authorised it.

The legal basis of the processing is the legitimate interest of Arduino to improve the quality of the services offered to its users and the security of its application. The consent to the use of these tools is optional and may be revoked at any time. The retention period of the information used for this purpose is 24 months from the access to the website.

In relation to the aforementioned purposes, the processing of personal data takes place using manual, IT and telematic tools with logics strictly related to the purposes themselves and, in any case, in order to guarantee the security and confidentiality of the same data in compliance with the law.

## Use of Arduino Apps

When you decide to use the Apps, you can do so either as a guest or by registering to the Apps. For more information about creating an account on the Apps, the legal basis and retention periods, please see the relevant section of this privacy policy. However, please note that, whether you use the App as a guest or with an Arduino account, Arduino does not process personal data shared in the App, such as images, documents, location, photos and voice, etc.

The permissions required within the Arduino Science Journal Apps are the following.

Android:

- Location: Needed to scan for Bluetooth sensor devices.
- Camera: Needed to take pictures to document experiments.
- Microphone: Needed for sound intensity sensor.
- Storage: Needed to access photos to insert into experiments.

iOS:

- Bluetooth: needed to scan for Bluetooth sensor devices.
- Camera: needed to take pictures to document experiments and for the brightness sensor.
- Photo Library: needed to store pictures taken to document experiments and for adding existing photos from your library to experiments.
- Microphone: needed for sound intensity sensor.
- Push notifications: needed to inform you of recording status when backgrounding the app.

These information and personal data will only be processed locally by your device, under no circumstances Arduino will be able to access or store such personal data. Limited to the Arduino Science Journal App, upon your consent, if you create an account through your Google Account (excluding Junior Accounts), you may also share your experiments created in the app in your Google Drive, according to Google policies and permissions.

## Where your data is processed – Transfer of data

The data will be processed at our offices in Via Andrea Appiani 25, 20900 - Monza (MB), Italy. As anticipated, for internal administrative and organizational purposes and to provide you with customer assistance, we may communicate your data to companies belonging to Arduino group, operating in the United States and which have entered into, with Arduino agreements in compliance with art. 28 of the GDPR with data protection clauses approved by the European Commission. Your data may also be stored in the European Union, in Switzerland and in the United States by suppliers of Arduino to whom the data are transmitted on the basis of agreements in compliance with art. 28 of the GDPR with standard data protection clauses in accordance with the decision of the European Commission concerning data protection clauses and by virtues of the decisions of the European Commission relating to the level of data protection. The updated list of third-party suppliers, operating as data processors pursuant to art. 28 of the GDPR, is available by sending a request to [privacy@arduino.cc](mailto:privacy@arduino.cc).

## With whom we share your data – recipients of your personal data

**With other Arduino's users.** If you use the Forum, Arduino Cloud, Arduino Day, Arduino Blog and the social media channels of Arduino

accessible through our website, you may interact with other users, to whom your comments, your position and the other information you would like to share will be visible.

With third parties that consult our "Certified Users" database. Upon your consent, we will publish your details as Arduino Certified User in a specific section of the website.

**With Arduino's commercial partners.** If you accept, at the time of expressing your preferences regarding personal data, letting your data be communicated to Arduino's commercial partners, they may process such data according to the privacy policy that they will submit to you.

**With service providers.** Arduino uses third-party services (clouds, customer care, analysis, profiling, research, hosting, browsing functionalities, use of the website and components of Arduino's products and services) that operate as data processors pursuant to agreements in compliance with art. 28 of the GDPR. When such providers operate from a third country, they do it on the basis of standard contractual clauses in compliance with the decision of the European Commission relating to data protection clauses or by virtue of the decisions of the European Commission relating to the level of data protection. These subjects acquire only personal data necessary to fulfil their functions and may only use them for the purpose of performing these services on our behalf or to comply with statutory obligations. The updated list of third-party suppliers, operating as data processors pursuant to art. 28 of the GDPR, is available by sending a request to [privacy@arduino.cc](mailto:privacy@arduino.cc).

**With other companies belonging to the Arduino's Group.** Your data may be shared with other companies belonging to the Arduino group either for internal administrative and organizational purposes or to provide you with the services you have requested or with customer

assistance. Up-to-date data on Arduino companies that are recipients of your data are available by sending a request to [privacy@arduino.cc](mailto:privacy@arduino.cc).

**With judicial or administrative authorities.** Where we believe we have to do so in order to comply with an order from the judge or from an authority, or to comply with statutory obligations or in order to protect us or third parties in court, we may disclose your data with the Judicial Authority or a Governmental Agency in Italy or the European Union.

## Minors

With regard to the processing of personal data of children under 16 years of age, please read the following information. In any event, Arduino does not process personal data of children under the age of 14. In case Arduino recognizes that it has collected personal information from users under the age of 14, Arduino will take steps to delete such information as soon as possible. Students under the age of 14 who are involved in using Arduino Education products will not be identified, as they will be given unique and anonymous access credentials that only the teacher will give to the students under the age of 14, whose browsing data will not be visible to Arduino anyways.

Arduino cares about the security of its website and its services, particularly when minors under the age of 16 are accessing it.

Therefore, Arduino has expressly stated that some of the services provided through its website are only accessible to certain users, and at the same time, has provided for different types of registration to its website, depending on the age group, in order to better protect browsing and use of services through its website by users under 16.

Junior Accounts (for minors under the age of 14)



Users under the age of 14 may create a Junior Account. Arduino does not process any personal data that would allow you to be identified as a child under the age of 14.

In order to create a Junior Account, the user is asked to choose a username and a picture (an Avatar), from a set of predetermined options, as well as to enter a password of their choice. As with all users who create an account on the website, the user is also asked to enter his/her date of birth, also to verify that he/she can correctly proceed with the creation of a Junior Account.

In order to complete the registration of a Junior Account, Arduino will process the personal data of the person exercising parental authority, such as their email address entered during the creation of the Junior Account, and will ask him/her to create an Arduino Adult Account (users over 16 years old). If you do not provide such personal data or if you do not create an Adult Account (users over 16 years old), the Junior Account will not be created and all data provided will be deleted within 30 days. The personal data of the person exercising parental authority are therefore processed in order to allow the creation of the Junior Account and will be kept for the entire period of activity of the account, which will in any event be deleted (both with regard to the Junior Account and the Adult Account) in case of inactivity for 24 months.

The personal data collected within the Junior Account, and therefore only those relating to the person exercising parental authority, who created an Adult Account (users over 16 years old), will be processed in order to allow access to all services and features on Arduino website. The

purposes, the legal basis and the retention periods are indicated in this Privacy Policy in the dedicated sections, which you should visit, please.

For more information on the recipients of the personal data of the person exercising parental authority, on any transfers outside the EU of such personal data as well as to know the rights recognized to data subjects under the GDPR, please see the previous sections of our Privacy Policy.

With a Junior Account, the user will only be able to:

- Access Educational products and services intended for middle school students (view full list on Arduino Education)
- Download and use Arduino IDE.
- Download and use the Arduino Science Journal App. Use the Science Journal Apps only for creating experiments saved locally in the App. Sharing functionality with Google Drive is not made available to Junior Accounts

#### *Third Party Service Providers used in relation to Minors*

On all areas of the services that are open to users 14 years of age or under, we restrict the use of third party service providers.

We use Analytics provider Google Analytics to help us better understand the use of the services. In association with them, we may passively collect IP address, OS versions and browser types. This information is for internal use only and can't be shared. For more information on the use of please review the Google Privacy

Policy: <https://policies.google.com/privacy?hl=en-US>.

In the application Science Kit Physics Lab, users are invited to use the Arduino Science Journal app to visualise data coming from our hardware.

Users do not need an account to use Science Journal, it can be used anonymously. If the user uses Arduino Science Journal they are subject to the following privacy policy.

In the application Science Kit Physics Lab we embed videos from YouTube and the app is tagged for child-directed treatment with Google. For more information on the tag please follow this link: <https://support.google.com/adsense/answer/3248194?hl=en> or visit the Google privacy policy: <https://policies.google.com/privacy>

If you have any questions about the collection of and use please contact us.

#### *Adult Account (for users between 14 and 16 years old)*

Arduino processes personal data of users between 14 and 16 years old when they create an Adult Account on the website.

In particular, Arduino processes the user's email address as well as his/her username and password and his/her date of birth, to verify that he/she can proceed with the creation of a Adult Account. The legal basis for this processing is to follow up on the user's request to create a Adult Account. The data retention period is equal to the period of activity of the account for the use of Arduino services according to the terms and conditions of use that you have accepted, within the limits described.

Just as for the Junior Account, for the Adult Account of users between 14 and 16 years old, in order to complete the registration of a Adult Account, Arduino will process the personal data of the person exercising parental authority as well, who will be asked to enter his/her email address and create a username and password. If you do not provide us with your personal data or if you do not create a Adult Account (users over 16 years old), you will not be able to create this account.



The personal data of the person exercising parental authority are therefore processed in order to allow the creation of the Adult Account as well as the management of the account itself, in terms of preferences and access to the services and will be stored for the entire period of activity of the account, which in any case will be deleted (both the Adult Account of the user between 14 and 16 years old and the Adult Account of the user over 16 years old) in case of inactivity of the same for 24 months.

Through the Adult Account of users between 14 and 16 years old, the user has access to all the services available on the Arduino website, except for those services/features expressly reserved for the person exercising parental authority set forth below. Only the person exercising parental authority may choose which services would be activated and which services the child between 14 and 16 years old can access.

Personal data of the person exercising parental authority of a user between 14 and 16 years old who has an Adult Account may be processed for the following purposes.

- To send essential information relating to your account and your use of Arduino products and services.
- To participate in our surveys.
- For marketing purposes.
- For more information on the legal basis and retention period please view our Privacy Policy.

For more information on the legal basis and retention period please view our Privacy Policy.

For the purposes described above, Arduino does not process personal data of users between 14 and 16 years old.

Such data may be processed, if the person exercising parental authority provides his/her prior authorization through the dashboard, only for the following purposes.

- To ask information and to interact with other users.
- To obtain an Arduino certification.
- To enable the use of Arduino Education products.
- To publish software to which the user is a contributor.
- To interact with customer care operators.
- To publish data of the user on Arduino website as an “Arduino Certified User”.

For more information on the legal basis and retention period please view our Privacy Policy.

For more information on the recipients of personal data, any transfers outside the EU and to know the rights granted to data subjects under the GDPR, please see the relevant sections of our Privacy Policy.

## Your rights

In addition to managing your preferences on processing of your personal data in accordance with the previous paragraphs, you may contact Arduino to request access to your personal data, rectification, erasure of the same or restriction of the processing, to object to the processing and ask for the portability or the copy of your data; you may also revoke the consent at any time (this will not affect the lawfulness of the processing based on the consent given before the revocation).

You have the right to lodge a complaint with the Italian Data Protection Authority and to ask to the data controllers, at any time, information

about the data processors and the persons authorized by the data controllers to process your data. You may exercise your rights by contacting Arduino via email at [privacy@arduino.cc](mailto:privacy@arduino.cc) or at [dpo@arduino.cc](mailto:dpo@arduino.cc) or by writing to the above-mentioned address.

## What we do if we change this policy

We may introduce changes to our privacy policy. We will notify you in relation to these changes by publishing an updated version on our website. The new privacy policy will have a different date than the one shown below. Please visit the website periodically for updates.

Last revision April 01, 2020

## University Laboratory School Software Addendum

### Part One: Data Security Addendum

Vendor/Operator (referred to as Vendor or Operator) acknowledges and agrees that compliance with this Addendum in its entirety for the term of the contract and any renewals is a material requirement and condition of this contract. If the Parties determine that any clause in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

**UNLESS SPECIFICALLY EXEMPTED, THE FOLLOWING CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS APPLY TO ALL DATA MADE AVAILABLE TO THE VENDOR UNDER THE TERMS OF THIS AGREEMENT.**

#### REQUIRED CONDITIONS:

1. **Order of Precedence:**

- a. To the extent, any provision in this Addendum is inconsistent or incompatible to terms included elsewhere in this Agreement, the parties agree that this Addendum shall take precedence and the conflicting provisions shall be null and void.

2. **Definitions:** The following terms shall be defined as follows for purposes of the Agreement.

- i. The term **SOPPA Covered Information** means personally identifiable information or material or information that is linked to personally identifiable information or material in any media or format that is not publicly available and is any of the following:
1. Created by or provided to an Operator by a student or the student's parent or legal guardian in the course of the student's, parent's, or legal guardian's use of the Operator's site, service, or application for K through 12 school purposes.
  2. Created by or provided to an Operator by an employee or agent of a school or school district for K through 12 school purposes.
  3. Gathered by an Operator through the operation of its site, service, or application for K through 12 school purposes and personally identifies a student, including, but not limited to, information in the student's educational record or electronic mail, first and last name, home address, telephone number, electronic mail address, or other information that allows physical or online contact, discipline records, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, a social security number, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, or geolocation information.
- ii. The term **Personally Identifiable & Protected University Data** shall include an individual's name first or last, e-mail address or password in an unencrypted or redact form when used in combination one or more of the following data elements including: an (i) identification numbers (e.g. individual's government-issued identification number or social security number, driver's license number); (ii) information protected by federal or state law (e.g. ethnicity, race, religion, disability status, veterans status, etc.), (iii) financial data (including account numbers, credit card number, or other information that would permit access to an individual's financial data; (iii) biometric or health data; or (iv.) other data that if released could create a safety or security concern for the University or members of the University community.
- iii. University Data includes any information provided by the University pursuant to the Agreement.

3. **University Data & SOPPA Covered Information Security Protections:** Vendor shall provide commercially reasonable and adequate protection on its network and systems to protect University Data and SOPPA Covered Information from unauthorized access, acquisition, destruction, use modification or disclosure that shall include but not be limited to include firewalls and intrusion detection/prevention, authentication and encryption capabilities (including mobile devices, USB storage devices and backup media) in accordance with standard industry practices.

- a. **Use of Data:** Vendor agrees that any and all University Data and SOPPA Covered Information exchanged shall be used expressly and solely for the purposes enumerated in the Agreement.
- b. **Data Transmission & Storage:** In general, Vendor shall implement administrative, physical and technical safeguards to protect University Data and SOPPA Covered Information that are no less rigorous than accepted industry practices. Vendor agrees that University Data and SOPPA Covered Information must be stored and transmitted in accordance with standard industry encryption standards. Personally Identifiable & Protected University Data and SOPPA Covered Information may not be processed or stored outside the U.S.

- c. **Third-Party Assurances / Subcontractors:** Vendor may only release University Data and SOPPA Covered Information to a subcontractor, affiliate or other third party with the designated University authorized official's prior written consent and provided that such subcontractor, affiliate, or other third party agrees to comply with all provisions of this Agreement.
  - d. **Return/Destruction of Data:**
    - i. As applicable and in accordance with law, within a reasonable time period after termination of this Agreement, for any reason, Vendor shall return or destroy (as specified by the University) all University Data and SOPPA Covered Information and indexing information received from University, or created or received by Vendor on behalf of the University. This provision shall apply to data in the possession of subcontractors or agents of Vendor.
    - ii. Destruction of University Data and SOPPA Covered Information will be conducted in accordance with standard industry practices deemed acceptable by the University and Illinois State Record Act requirements.
    - iii. Vendor shall provide proof or certification of destruction of the data to the University's Information Security Officer.
  - e. **Data Processing Integrity:** As applicable, Vendor shall take commercially reasonable measures, including regular data integrity audits, to protect Data against deterioration or degradation of data quality and authenticity. Vendor will maintain appropriate contingency / recovery plans for any University Data and SOPPA Covered Information in the event of loss of data or breach.
4. **Breach:**
- a. **Notice:** Vendor, including any subcontractors, affiliates, and third parties, shall report in the most expedient timeframe possible but no later than 48 hours to the University Information Security Officer (i) any breach of security involving, or potentially involving, University Data and SOPPA Covered Information, or (ii) any use or disclosure of University Data and SOPPA Covered Information other than the Permitted Uses or breach of federal and state privacy laws. Vendor shall fully cooperate with the University with respect thereto. The University Information Security Officer can be contacted e-mailing [informationsecurityoffice@illinoisstate.edu](mailto:informationsecurityoffice@illinoisstate.edu).
  - b. **Indemnification:** Vendor shall indemnify, defend and hold University harmless from and against all third-party claims, actions, suits and proceedings resulting from the release of any University Data and SOPPA Covered Information, including the University's costs and reasonable attorneys' fees which arise as a result of Vendor's failure to safeguard University Data and SOPPA Covered Information as provided in this Agreement. Any limitations of liability contained in the Agreement shall not be applicable to Vendor's obligations pursuant to this section.

**ADDITIONAL DATA SECURITY TERMS & CONDITIONS:**

Please check those terms and conditions applicable to this Agreement.

**Vendor Certifications:** Prior to performing services which require access to, transmission of and/or storage of **University Data & SOPPA Covered Information**, Vendor will provide a third party certification of compliance with standard industry practices in a form acceptable to the University Information Security Officer.

**FERPA & State Privacy Protections.** Vendor hereby acknowledge and agrees to comply with the limitations on the use and re-disclosure of **University Data and SOPPA Covered Information** from education records as defined in the Family Educational Rights & Privacy Act ("FERPA") 34 CFR § 99.00 et seq. Vendor agrees to comply with all applicable state privacy protections including but not limited to the Illinois School Student Records Act (105 ILCS 10), the Mental Health and Developmental Disabilities Confidentiality Act (740 ILCS 10), the Identity Protection Act (105 ILCS 85), and the Personal Information Protection Act (815 ILCS 530). Vendor agrees that the Vendor is acting as a school official with legitimate educational interest; is performing an institutional service or function for which the school would otherwise use its own employees and is using University Data and SOPPA Covered Information for an authorized purposes and in furtherance of such legitimate educational interest. Vendor further acknowledge and agrees that it shall maintain the confidentiality, and shall not re-disclose, personally Identifiable Information from education records except as authorized by the University in writing.

**SOPPA.** Vendor agrees to comply with all operator prohibitions and restrictions on the use and re-disclosure of **University Data & SOPPA Covered Information** from education records as outlined in the Illinois Student Online Personal Protection Act, 105 ILCS 85, et seq. These include but are not limited to:

- Vendor may not use University Data & Covered Information to engage in targeted advertising, amass profiles on student or the parents, or sell/rent any student information, or disclose info to any third-party, unless such party maintains all required security procedures and practices.
- As required by SOPPA, Vendor agrees, upon request and within reasonable period of time, to provide a copy of any student's information provided or maintained by the Vendor, as operator. Vendor agrees to correct any factual errors within 90 days of such request.
- Vendor may only use data to improve operability/functionality of operator's site, to ensure legal and regulatory compliance, to take precautions against liability, to respond to judicial process, to protect the safety/integrity of users to the site.
- In the event of a breach of SOPPA Covered Information that is attributable to the Vendor, the Vendor agrees to reimburse and indemnify University for any and all costs and expenses University incurs in investigating and remediating the breach, without regard to any limitation of liability provision including but not limited to costs and expenses associated with:
  - Providing notification to parents of students whose data was compromised;
  - Providing credit monitoring to those students whose data was exposed in a manner that a reasonable person would believe may impact the student's credit or financial security;
  - Legal fees, audit costs, fines, and any other fees or damages imposed against the University as a result of the breach; and
  - Provision of any other notification or fulfilling any other requirements as required by law.

**Health Insurance Portability and Accountability Act ("HIPAA"):** If the Vendor is a "covered entity" as that term is defined under HIPAA, the Vendor shall enter into a Business Associate Agreement with the University. If the Vendor is not a "covered entity" as that term is defined under HIPAA, the Vendor acknowledges i) any students working at the Vendor's site or under the Vendor's supervision and control are part of the Vendor's "workforce" as defined in HIPAA Privacy Regulations at 43 C.F.R. 160.103, and ii) no Business Associate agreement is required between the University and Facility. The Facility will provide the necessary HIPAA training to students and students will be expected to comply with HIPAA and any other confidentiality requirements of the Facility.

**PCI Standards:** If, in the course of providing services to University, Vendor has access to or will collect, access, use, store, process, dispose of or disclose credit, debit or other payment cardholder information, Vendor shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at Service Provider's sole cost and expense.

**Vendor Monitoring/Audit:** With prior written notice, University (or its agent or affiliate) may audit Vendor's use of the University Data to ensure that Vendor is in compliance with the terms of this Agreement. Vendor will keep complete and accurate records of all

use of University data, including a log file of all employees with access to University Data. University may at its own expense and upon no less than five working days written notice audit Vendor's use, access, or maintenance of the University Data. As part of such audit, University is entitled to obtain physical and electronic data concerning use of University's data upon submitting a reasonable request to Vendor. Such audit will not interfere unreasonably with Vendor's business activities, will be conducted no more often than once per calendar year at a location, unless a previous audit disclosed a material breach. If an audit reveals the Vendor has breached this Agreement, University may immediately terminate the Agreement.

**Illinois State University reserves the right and the parties agree to amend the Data Security Addendum and related Agreement to address required data security requirement changes in law, including those changes that may apply under the European Union General Data Protection Regulations, effective May 25, 2018.**

## Part 2: University & Illinois Procurement Code Addendum

The Board of Trustees of Illinois State University (University, ISU), a body corporate and politic of the State of Illinois and the Vendor are entering into a contract/agreement. For the parties' mutual convenience, the parties are using the Vendor's Contract Form. This Addendum is incorporated into the Vendor's Contract Form and made an integral part thereof.

Vendor acknowledges and agrees that the Vendor's Contract Form may include some types of clauses or sales terms not acceptable to the University because of statutory restrictions or other policy considerations. If the Parties determine that any provision of this Addendum in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

### 1. Order of Precedence:

- a. To the extent, any provision in this Addendum is inconsistent or incompatible to the Vendor's Contract Form, the parties agree that this Addendum shall take precedence and the conflicting provisions of the Vendor's Contract Form shall be null and void.

### 2. Insurance:

- a. Illinois State University shall not be required to maintain any type of insurance for the Vendor's benefit.
- b. During all times relevant to this agreement, Vendor shall maintain and keep in effect applicable general liability insurance with limits acceptable to the Board of Trustees of Illinois State University, and shall provide proof of coverage upon request. Additional insurance coverage, as specified in subsection c below, may be required for this agreement depending upon the services provided by the Vendor

### 3. Confidential Information:

- a. Confidential Information may be made available to the Vendor under this Agreement. The Vendor agrees to i) protect any Confidential Information from unauthorized use or disclosure; ii) disclose Confidential Information only to employees and other representatives who have agreed to comply with this agreement; and iii) use the Confidential Information only for the purposes authorized in this Agreement.
- b. All Confidential Information remains the property of the University.
- c. "Confidential Information" means any information provided by the University whether of a technical, business or other nature that is disclosed to the Vendor that is designated as Confidential by the University, that is protected from disclosure by applicable state or federal law, or that the Vendor has reason to believe is confidential, proprietary, or trade secret information of the University. Confidential Information does not include any information that: (a) was acquired lawfully by the Vendor or independently developed or acquired by the Vendor outside this Agreement; (b) is or becomes part of the public domain through no fault of the Vendor; or, (c) is authorized for release by written notice from University to Vendor; or (d) is otherwise required to be disclosed by law.
- d. ISU reserves the right to disclose contract purchase information as required by the State of Illinois Freedom of Information Act without pre-notification or approval from the Vendor.

### 4. Governing Law:

- a. Notwithstanding any provision to the contrary, the Vendor's Contract Form shall be governed and construed in accordance with the laws of the State of Illinois.
- b. For venue purposes, it is deemed that all obligations of the parties created hereunder are performed in McLean County, Illinois.

### 5. Term:

- a. Notwithstanding any provision, the term of the contract (including original and renewal terms) shall not exceed 10 years in total.
- b. No term will automatically renew regardless of stated required notification periods. All renewals will only be valid with the issuance of a University purchase order or other written direction from University.



**6. Indemnification/Hold Harmless/Limitation of Liability:**

- a. It is understood and agreed that neither party to this agreement shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law, and that this agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party against the other or against a third party.
- b. The University shall not agree to any additional provision:
  - i. Requiring the University to indemnify or hold harmless the Vendor for any act or omission.
  - ii. Releasing the Vendor or any other entity or person from its legal liability, or limiting liability, or unlawful or negligent conduct or failure to comply with any duty recognized or imposed by applicable law.
  - iii. Requiring the University to make payments for total or partial compensation or payment for lost profit or liquidated damages if the Agreement is terminated before the end of the term.
  - iv. Limiting the liability of the Vendor for property damage or personal injury.
  - v. Binding the University to any arbitration or to the decision of any arbitration board, commission, panel or other entity.
  - vi. Obligating the University to pay costs of collection or attorney's fees.
  - vii. Granting the Vendor a security of interest in property of Illinois State University.
  - viii. Changing the time period within which claims can be made or actions can be brought under the laws of the State of Illinois.
  - ix. Requiring the University to waive the sovereignty of Illinois, waiver of any right to a jury trial, increasing the University's liability beyond that authorized in the Illinois Tort Claims Act, or authorizing Vendor to execute any settlement obligation that would bind the University without the consent of the Board of Trustees of Illinois State University and/or the Illinois Attorney General, as applicable.

**7. Payment Obligations:**

- a. All amounts, including but not limited to interest and/or late charges, owed by the University under the Vendor's Contract Form shall be made in accordance with applicable provisions of the Illinois Prompt Payment Act.

**8. Independent Contractor: In Vendor's performance under this Agreement, the Vendor acts and will act as an independent contractor and not as an agent or employee of Illinois State University.**

**9. Use of University Name & Facilities: Vendor shall not use the name of the University in any written material including but not limited to brochures, letters, and circulars, without the prior written consent of University. If**

applicable, Vendor's use of University Facilities shall comply with all University policies, procedures and requirements.

10. **Force Majeure Provisions:** It is agreed that no claim for damages, losses or liability may be made by either party upon the occurrence of any circumstance, whether directly or indirectly, beyond the control of either party (including without limitation strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, business interruptions, disease, national or local emergency, government action or inaction, travel restrictions, loss or malfunctions of utilities, communications or computer (software and hardware) services ("a Force Majeure Event")), to the extent that such circumstance delays or otherwise makes it illegal or impossible for a party to satisfy its performance obligations under the Agreement. In the event of a Force Majeure Event, the parties agree to negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to resume performance obligations under the Agreement. However, the contract is subject to termination/cancellation by the non-declaring party, unless the parties mutually agree, in writing, to amend the Agreement. As soon as reasonably practicable after a Force Majeure Event occurs, the non-declaring party will provide a written notice to the other party (or parties) that specifies the Agreement termination date. In the event of a termination due to a Force Majeure Event, the Vendor will refund to University all recoverable expenses and 50% of any documented, reasonable, nonrecoverable expenses incurred by Vendor prior to the date of termination. Vendor agrees to provide University with documentation, acceptable to the University, in its sole discretion, that details reasonable, nonrecoverable expenses retained by Vendor relating to the Force Majeure Event.

11. **Procurement Code Required Certifications:**

- a. Vendor acknowledges and agrees that compliance with the attached Certifications and Additional Terms for the term of the contract and any renewals is a material requirement and condition of this contract. By executing the contract Vendor certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.
- b. This subsection, in its entirety, applies to subcontractors used on the contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Subcontractor Certification form provided by the University.
- c. If this contract extends over multiple fiscal years, including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the University by the date specified by the University and in no event later than July 1 of each year that this contract remains in effect.

12. **Compliance:**

- a. **Statutory Compliance:** All commitments by the University under this Agreement are subject to constitutional and statutory limitations and restrictions binding upon the University. Vendor agrees to comply with all applicable federal, state, and local laws, orders and regulations.
- b. **University Policies and Procedures:** Vendor agrees to comply with applicable University policies and procedures, as applicable.

- c. **Nondiscrimination:** Vendor agrees to comply with all applicable federal and state nondiscrimination, equal opportunity and affirmative action laws, orders and regulations. Vendor shall not engage in unlawful discrimination or harassment against any person because of race, color, religion, sex, national origin, ancestry, age, marital status, protective order status, disability, unfavorable discharge from the military, or status as a disabled veteran or a veteran of the Vietnam era in the performance of this agreement.
  - d. **Taxes:** The Agreement shall not obligate the University to pay taxes unless otherwise required by law.
  - e. **Withholding/Legal Status:** Vendor shall provide true and correct information regarding its Federal Tax Payer Identification Number (FEIN), tax withholding status and legal status information. Any change in the Vendor's tax withholding status must be immediately reported to the University by Vendor. If a W-8 or W-9 form is required, payment will not be made prior to receipt of a completed form.
  - f. **Export Control:**
    - i. University agrees to comply with applicable U.S. laws, regulations, orders or other restrictions on exports and further shall not sell, license or re-export, directly, or indirectly, any information, data, products, items subject to the Agreement to any person or entity for sale in any country or territory, if, to the knowledge of University, such action would cause the Vendor to be in violation of any such laws or regulations now or hereafter in effect.
    - ii. Vendor shall also notify the University if any of the individuals, equipment, data, services provided or other commitments made or subject to the Agreement are subject to the U.S. Export Administration Regulations, controlled by the International Traffic in Arms Regulations, subject to Office of Foreign Assets Control restrictions, or otherwise subject to export restrictions by a federal agency.
13. **Assignment:** This contract may not be assigned, in whole or in part, by either party without the prior written approval of the other party, except in connection with a merger or sale of all or substantially all of the assets of such party provided, however, that the obligations of such party under this Contract shall not be extinguished or otherwise affected by any such assignment.

## Certifications and Additional Terms

Vendor acknowledges and agrees that compliance with this subsection in its entirety for the term of any resulting contract and any renewals is a material requirement and condition of the contract. By executing the contract Vendor certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.

This subsection, in its entirety, also applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Subcontractor Certification form provided by the State.

If the contract extends over multiple fiscal years, including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that the contract remains in effect.

If the Parties determine that any certification in this section is not applicable to the contract it may be stricken without affecting the remaining subsections.

1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
  - the contract may be void by operation of law,
  - the State may void the contract, and
  - the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

2. Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.
3. **This applies to individuals, sole proprietorships, partnerships and LLCs, but is otherwise not applicable.** Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.
4. Vendor certifies that is has reviewed and will comply with the Department of Employment Security Law (20 ILCS 1005/1005-47) as applicable.
5. **This applies only to certain service contracts and does NOT include contracts for professional or artistic services.** To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.

6. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.
7. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10.
8. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract. 30 ILCS 500/50-10.5.
9. Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e).
10. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent have entered into a deferred payment plan to pay the debt. 30 ILCS 500/50-11, 50-60.
11. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act. 30 ILCS 500/50-12.
12. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.
13. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.
14. Vendor certifies it has read, understands and is not knowingly in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.
15. Vendor certifies that if it hires a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist's costs, fees, compensation, reimbursements or other remuneration will be billed to the State. 30 ILCS 500/50-38.
16. Vendor certifies that it will not retain a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.
17. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.
18. Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or subcontract that are manufactured in the United States. 30 ILCS 517.
19. Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565.
20. Drug Free Workplace
  - 20.1 If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act

20.2 If Vendor is an individual and this contract is worth more than \$5000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.

21. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States Department of Commerce. 30 ILCS 582.
22. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
23. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584.
24. This applies to information technology contracts and is otherwise not applicable. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at ([www.dhs.state.il.us/iitaa](http://www.dhs.state.il.us/iitaa)). 30 ILCS 587.
25. **This only applies to vendors who own residential buildings but is otherwise not applicable.** Vendor certifies, if it owns residential buildings, that any violation of the Lead Poisoning Prevention Act has been mitigated. 410 ILCS 45.
26. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.
27. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
28. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2.
29. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
30. Vendor certifies that if an individual, sole proprietor, partner or an individual as a member of a LLC, he/she has not received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.
31. Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. Vendor will not make a political contribution that will violate these requirements. 30 ILCS 500/20-160 and 50-37.
32. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to transact business or conduct affairs in Illinois prior to submitting a bid or offer. If you do not meet these criteria, then your bid or offer will be disqualified. 30 ILCS 500/20-43.

**Additional Terms:**

**Assignment and Subcontracting:** (30 ILCS 500/20-120 ) Any contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the University. For purposes of this section, subcontractors are those specifically hired by the Vendor to perform all or part of the work covered by the contract. Vendor shall describe the names and addresses of all subcontractors to be utilized by Vendor in the performance of the resulting contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to a subsequent contract. Vendor shall notify the University in writing of any additional or substitute subcontractors hired during the term of a resulting contract, and shall supply the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. All subcontracts must include the same certifications and disclosures that Vendor must make as a condition of their contract.

**Audit / Retention of Records:** (30 ILCS 500/20-65) Vendor and its subcontractors shall maintain books and records relating to the performance of the resulting contract or subcontract and necessary to support amounts charged to the University. Books and records, including information stored electronically, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for a minimum of five years after completion of work. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the University for the recovery of any funds paid by the University under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records.

**Availability of Appropriation** (30 ILCS 500/20-60): Any resulting contract is contingent upon and subject to the availability of funds. The University, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation. If funds needed are insufficient for any reason, the University has discretion on which contracts will be funded.

**Transportation Sustainability Procurement Program Act** (30 ILCS 530/10 (b): All contracts for freight, small package delivery, and any transportation of cargo require providers to report the amount of energy the service provider consumed to provide those services to the State and the amount of associated greenhouse gas emissions, including energy use and greenhouse gases emitted as a result of the provider's use of electricity in its facilities and the energy use and greenhouse gas emissions by the service provider's subcontractors in the performance of those services.

**Expatriated Entity:** For purposes of this provision, an expatriated entity is an entity that meets the definition outlined in 30 ILCS 500/1-15.120. Per 30 ILCS 500/50-17, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall enter into a contract with a State agency under this Code if that business or any member of the unitary business group is an expatriated entity unless the Chief Procurement Officer:

- a) Has determined the contract is awarded as a sole source; or
- b) the purchase is of pharmaceutical products, drugs, biologics, vaccines, medical supplies, or devices used to provide medical and health care or treat disease or used in medical or research diagnostic tests, and medical nutritionals regulated by the Food and Drug Administration under the Federal Food, Drug, and Cosmetic Act.

**Sexual Harassment Policy:** Per 30 ILCS 500/50-80, Vendor agrees that it has a sexual harassment policy that meets the requirements of or is otherwise in accordance with Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105). Vendor agrees to provide a copy of the policy to the University upon request.